

# LICENCE AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES FOR COCHIN  
PORT

(THE LICENSOR)

AND

INDIA GATEWAY TERMINAL PRIVATE  
LIMITED

(THE LICENSEE)

FOR

OPERATION AND MANAGEMENT OF  
RAJIV GANDHI CONTAINER TERMINAL

AND

DEVELOPMENT AND OPERATION OF  
INTERNATIONAL CONTAINER TRANSshipment TERMINAL

Two handwritten signatures are present at the bottom of the page. The signature on the left is a stylized, somewhat abstract mark. The signature on the right is more legible, appearing to be a cursive name.

On Cover

LICENCE AGREEMENT

BETWEEN

COCHIN PORT TRUST

AND

INDIA GATEWAY TERMINAL PRIVATE LIMITED

FOR

FOR

OPERATION AND MANAGEMENT OF  
RAJIV GANDHI CONTAINER TERMINAL

AND

DEVELOPMENT AND OPERATION OF  
INTERNATIONAL CONTAINER TRANSshipment TERMINAL

(Dark) Navy Blue Colour

Golden Letters

## TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 1 .....	8
DEFINITIONS AND INTERPRETATION .....	8
1.1 Definitions .....	8
1.2 Other References .....	14
1.3 Interpretations .....	15
ARTICLE 2 .....	16
LICENCE AND LICENSOR'S ASSETS .....	16
2.1 Licence .....	16
2.2 Licence Period .....	16
2.3 Acceptance Of The Licence .....	17
2.4 Licensor's Equipment/Project Site .....	17
2.5 Use Of Licensor's Equipment/Project Site .....	19
2.6 Information About Licensor's Assets .....	19
2.7 Acceptance Of The Licensor's Assets .....	19
2.8 Peaceful Possession .....	20
2.9 Conditions Precedent .....	20
2.10 RGCT Transition Period .....	21
ARTICLE 3 .....	22
PROJECT REQUIREMENTS, RIGHTS AND OBLIGATIONS .....	22
3.1 Cost Of Implementation, Operation And Maintenance .....	22
3.2 Preparation Of Designs And Drawings .....	22
3.3 Review Of Designs And Drawings .....	22
3.4 Environmental Clearance .....	23
3.5 Performance Guarantee .....	23
3.6 Operations Of RGCT .....	24
3.7 Construction Phase .....	24
A) Obligations Of The Licensee .....	24
B) Obligations Of The Licensor .....	26
3.8 Operations Phase .....	28
A) Obligations Of The Licensee .....	28
B) Rights Of Licensee .....	32
C) Obligations Of The Licensor .....	33
3.9 Utilities And Services .....	35
ARTICLE 4 .....	37
TARIFF .....	37
4.1 Levy And Recovery Of The Tariff .....	37
4.2 Tariff Fixation .....	37
ARTICLE 5 .....	38
PAYMENTS TO THE LICENSOR .....	38
5.1 Upfront Payment .....	38
5.2 Payments Of Royalty .....	41
5.3 Licence Fee .....	44
5.4 Additional Premises / Utilities Or Services .....	46
ARTICLE 6 .....	47
ASSETS: OWNERSHIP AND CERTAIN RIGHTS .....	47
6.1 Ownership Of Assets .....	47
6.2 Permitted Charge On Assets .....	47

ARTICLE 7.....	
GENERAL RIGHTS, DUTIES AND OBLIGATIONS.....	49
7.1 Of The Licensee.....	49
7.2 Of The Licensor.....	53
7.3 Of The Licensor And The Licensee.....	55
ARTICLE 8.....	
CHANGE-IN LAW.....	57
8.1 Change In Law.....	57
8.2 The Licensee's Remedy.....	57
ARTICLE 9.....	
FORCE MAJEURE.....	58
9.1 Force Majeure Event.....	58
9.2 Notice Of Force Majeure Event.....	58
9.3 Period Of Force Majeure.....	59
9.4 Performance Excused.....	59
9.5 Resumption Of Performance.....	59
9.6 Costs, Revised Timetable.....	60
9.7 Termination Due To Force Majeure Event.....	60
ARTICLE 10.....	
EVENTS OF DEFAULT.....	61
10.1 Events Of Default.....	61
10.2 Parties Rights.....	63
10.3 Consultation Notice.....	64
10.4 Remedial Process.....	64
10.5 Obligations During Remedial Period.....	64
10.6 Revocation Of Consultation Notice.....	65
10.7 Termination Due To Events Of Default.....	65
ARTICLE 11.....	
TERMINATION OF THE LICENCE/AGREEMENT.....	66
11.1 Termination Procedure.....	66
11.2 Obligations During Termination Period.....	66
11.3 Requisition.....	66
11.4 Condition Survey.....	67
11.5 Consequences Of Termination.....	67
ARTICLE 12.....	
COMPENSATION ON TERMINATION.....	70
12.1 Compensation.....	70
12.2 Payment Of Compensation To Lenders.....	71
12.3 Delayed Payment Of Compensation.....	72
12.4 Delayed Transfer Of Assets.....	72
12.5 Remedies Cumulative.....	73
ARTICLE 13.....	
TRANSFER ON EXPIRY OF THE LICENCE PERIOD.....	74
13.1 General Scope Of Transfer/Payment.....	74
13.2 Licensee's Obligations.....	74
13.3 Licensor's Obligations.....	75
ARTICLE 14.....	
EARLY DETERMINATION.....	76
14.1 Early Determination.....	76
14.2 Notice Of Early Determination.....	76
14.3 Take Over Of Assets And Liabilities.....	76

14.4 Early Determination Due To Governmental Action .....	77
ARTICLE 15 .....	
DISPUTE RESOLUTION.....	78
15.1 Amicable Settlement.....	78
15.2 Assistance Of Expert.....	78
15.3 Arbitration.....	78
ARTICLE 16 .....	
REPRESENTATIONS AND WARRANTIES.....	80
16.1 Mutual Representations And Warranties.....	80
16.2 Waiver Of Sovereign Immunity.....	80
16.3 Recognition Of Lenders' Rights .....	81
ARTICLE 17 .....	
MISCELLANEOUS PROVISIONS .....	82
17.1 Datum.....	82
17.2 Survival Of Obligations .....	82
17.3 Articles To Survive Termination .....	82
17.4 Risk.....	82
17.5 Joint Responsibility.....	82
17.6 Several Obligations .....	82
17.7 Separability.....	83
17.8 Notices.....	83
17.9 Waiver.....	84
17.10 Amendments, Modifications Etc.....	84
17.11 Governing Law.....	84
17.12 Counterparts .....	84

**APPENDICES**

1 The Project.....	86
2 Memorandum Of Understanding (Deleted).....	87
3A(I) ICTT Project Site .....	88
3A(II) RGCT Project Site And Assets.....	89
3B Licensor's Equipment.....	92
4 Project Requirements .....	94
5A Levy Of Tariff.....	97
5B Present Tariff For Supply Of Energy.....	98
6 Preparation Of Designs And Drawings .....	100
7 Environmental Approvals .....	101
8 Employing Existing Staff.....	105
9 Life Of Assets.....	109
10 Drawing No. 9455-04-03-Rev(1).....	112
11 List Of Spares.....	113
12 Drawing No. 9455-05-2003-Rev(0).....	158

4 



THIS LICENCE AGREEMENT made at Kochi on this 31<sup>st</sup> day of January .... Two Thousand and Five:

BETWEEN

**BOARD OF TRUSTEES of COCHIN PORT TRUST**, a body corporate constituted under Section 5 of The Major Port Trusts Act, 1963 and having its principal office at Willingdon Island, Kochi, Kerala, India - 682 009, hereinafter referred to as "the Licensor" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);

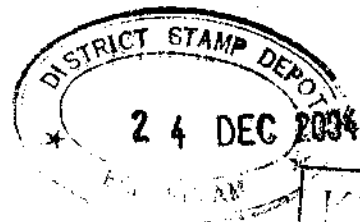
AND

**INDIA GATEWAY TERMINAL PRIVATE LIMITED**, a company registered under the Companies Act, 1956, and having its registered office at P.O. 525, Subramaniam Road, Willingdon Island, Kochi, Kerala, India - 682 003, hereinafter referred to as "the Licensee" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns).

*[Handwritten mark]*

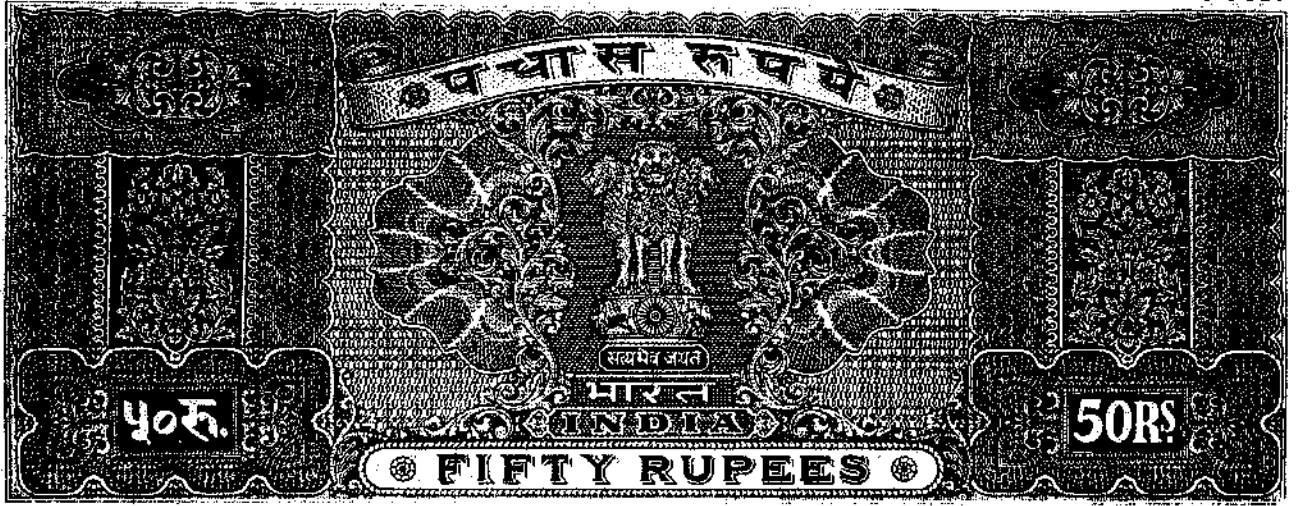
*[Handwritten signature]*

5



KERALA

50 Rs.



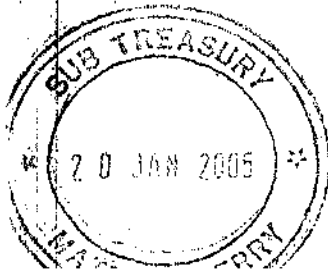
കേരളം केरल KERALA

00AA 378610

WHEREAS:

- a) The Licensor currently owns and operates, inter-alia, the container terminal namely Rajiv Gandhi Container Terminal ("RGCT") consisting of berths Q8 and Q9 admeasuring in aggregate, Four Hundred and Fourteen metres in length, and associated equipment and structures, situated at Willingdon Island in Kochi;
- b) The Licensor is desirous of implementing projects envisaging:-
  - (i) operation and management including necessary developments, modifications and augmentation of facilities, of RGCT (hereinafter referred to as "RGCT Project"); and
  - (ii) development, construction, operation and management of International Container Transshipment Terminal ("ICTT") at Vallarpadam/Puthuvypeen, Kochi (hereinafter referred to as "ICTT Project")

(as described in Appendix - 1 and hereinafter referred to as "The Project"), in accordance with The Major Port Trusts Act, 1963 and the Guidelines (as hereinafter defined), through private sector participation on BOT basis;



- c) On 1<sup>st</sup> January 2004, the Licensor invited Request for Qualification, to shortlist competent parties that can subsequently bid for The Project;
- d) In response to the invitation referred to in recital 'c' above, the Licensor received applications from various parties including the application dated 10<sup>th</sup> January 2004 submitted by the Applicant (as hereinafter defined), in accordance with the Request for Qualification;
- e) The Licensor, after evaluating all the applications, short-listed Six (6) applicants including the Applicant and invited proposals from them in accordance with the Request for Proposal, for implementing The Project;
- f) In response to the Request for Proposal, the Licensor received proposals from the short-listed applicants including the one submitted by the Applicant on 25<sup>th</sup> March 2004 ("the date of submission of the bids");
- g) The Licensor is desirous of granting two licences, viz., (a) licence to operate and develop the existing facilities at RGCT for a maximum period of Eight (8) years and Six (6) Months from the Date of Commercial Operation of RGCT; and (b) licence to develop, construct, operate and manage on BOT basis, ICTT for a period of Thirty (30) years commencing from the Date of Commencement of Licence Period of ICTT subject to the terms and conditions as stated herein;
- h) The Licensor, after evaluating all the proposals received by it from the short-listed applicants, accepted the proposal submitted by the Applicant and communicated its acceptance to the Applicant vide Letter of Intent for Award of Licence dated 16<sup>th</sup> September 2004;
- i) The Applicant has since made a request for incorporating certain amendments to the draft Licence Agreement and the Parties during further discussions have agreed to some of such amendments, being so incorporated in this Agreement;
- j) The Applicant has acquired the entire issued share capital of the Licensee, constituting the Licensee as a special purpose company in India, to implement The Project;
- k) Following the acceptance of the Letter of Intent for Award of Licence and the acceptance of amendments to the draft Licence Agreement referred to above, the Licensor has agreed to grant Licences to the Licensee to implement The Project on the terms and conditions which are set forth in this Agreement.

**NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:**





**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

**1.1 DEFINITIONS**

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

**"Agreement"** means this agreement as of date hereof, including Appendices "1 through 12" as may be amended, supplemented or modified in accordance with the provisions hereof.

**"Appendix"** means any of the schedules, supplements or documents, appended to this Agreement.

**"Applicable Laws"** means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administrative order having the force of law of any of the foregoing, by any Government Authority having jurisdiction over the matter in question, whether in effect as of the date of submission of the bids or thereafter.

**"Applicable Permits"** means any and all permissions, clearances, licences, authorisations, consents, no-objections, approvals of or from any Government Authority required in connection with The Project and for undertaking, performing or discharging the obligations contemplated by this Agreement or any other Transaction Document.

**"Applicant"** means Dubai Ports International PZC, having its registered office at P.O.Box 17000, Dubai, United Arab Emirates.

**"Board"** means the Board of Trustees of The Port.

**"Coastal Vessels"** means vessels carrying exclusively coastal domestic cargo in containers between ports in India.

**"Cochin Port Containers"** means containers unloaded to/loaded from The Port.

**"Combi Vessels"** means general cargo vessels carrying containers as deck cargo and the total number of moves at The Port not exceeding Twenty-Five.

**"Completion Certificate"** means the certificate to be issued by the Licensor pursuant to Article 3.7, in respect of Phase I of ICTT.

**"Conditions Precedent"** shall have the meaning ascribed to it in Article 2.9 of this Agreement.

**"Construction Phase"** means the period from the Date of Commencement of Construction Works to the Date of Commercial Operation of Phase I of ICTT and any other period during which construction works are undertaken by the Licensee at ICTT and any other period during which construction works are undertaken by the Licensee at RGCT.

**"Contractor"** means a reputed Person with whom the Licensee has entered into/ may enter into a contract relating to any works and /or operation and maintenance of the Project Facilities and Services.

**"Date of Award of Licence"** means the date of this Agreement.

**"Date of Commencement of Construction Works"** means the date on which the Licensee commences construction works for Phase I of ICTT (other than pre-construction activities being soil testing, soil improvement and land fills), which shall not be later than (a) the date of expiry of Twelve (12) Months from the date of declaration of the ICTT Project Site as a part of SEZ; or (b) the date of expiry of Six (6) Months from the date of securing all necessary environmental clearance for construction works for Phase I of ICTT; or (c) the date of commencement of construction of Rail Connectivity by the appropriate Authority; or (d) the date of commencement of construction of National Highway Connectivity by the appropriate Authority; or (e) the date of expiry of Two (2) Years from the Date of Commercial Operation of RGCT; whichever is the latest. Provided, the Date of Commencement of Construction Works shall be not later than Six (6) years from the Date of Commercial Operation of RGCT, unless the same is otherwise agreed to by the Licensor in writing.

**"Date of Commencement of Licence Period of ICTT"** means the date Twenty - Four (24) Months prior to the date of providing Rail Connectivity and National Highway Connectivity or the date of actual taking over of ICTT Project Site, whichever is later.

**"Date of Commercial Operation"** means (i) in respect of RGCT, the date notified by the Licensee and not being later than the date of expiry of Eight (8) weeks from the Date of Award of Licence; and (ii) in respect of Phase I of ICTT, the date on which the Licensee is required to commence operation of Project Facilities and Services envisaged in Phase I of ICTT in accordance with the provisions of this Agreement.

**"Day"** means the Twenty-Four (24) hour period beginning and ending at 12:00 midnight Indian Standard Time.

**"Debt Due"** means the aggregate sum of all amounts outstanding under the Financing Documents excluding interest levied by the Lenders on account of default or negligence or delay on the part of the Licensee to discharge its liabilities in time or as and when it became due, and other penal charges levied by the Lenders on account of default or negligence or delay on the part of the Licensee to discharge its liabilities in time or as and when it became due. Provided however that, the preceding exclusions shall not apply to the computation of Debt Due in Articles 12.1(c) and 14.3, where the interest and

\* 

penal charges are directly attributable to the reasons described in Articles 12.1(c) or 14.3.

**"Defence Cargo Vessels"** means vessels carrying classified/explosive defence cargo.

**"Designs and Drawings"** means the conceptual and detailed designs and drawings, backup technical information required for The Project and all calculations, samples, patterns, models, specifications and other technical information submitted by the Licensee from time to time and reviewed by the Licensor in accordance with the provisions of this Agreement.

**"Early Determination"** means determination of the Licence/this Agreement earlier than the Licence Period, as set out in Article 14.1 of this Agreement.

**"Environmental Law"** means any statute, rule, regulation, ordinance, code, guideline or policy having the force of law, as applicable to The Project, now or hereafter in effect and any applicable judicial or administrative interpretation, pronouncement, order, decree or judgement, relating to the environment, health and safety.

**"Expert"** means any person, body or organisation of repute with recognised technical/ professional expertise in respect of any field, matter or subject relevant for the purpose of this Agreement, appointed by the Parties by mutual consent.

**"Fair Value"** means replacement value of assets less depreciation. The replacement value shall be the value of a similar new asset and depreciation shall be calculated on straight line basis for the expired life of the asset(s) being valued. The life of assets shall be as set out in Appendix-9 in this Agreement. Provided, in respect of assets not being indicated in the said Appendix-9, the life of assets shall be as determined by the Expert appointed for determining the Fair Value.

**"Financial Assistance"** means all funded and non-funded financial assistance including but not limited to loans, advances, lease assistance (excluding operating leases which do not provide the Licensee the option to buy the assets) and guarantees required for The Project.

**"Financial Close"** means the date on which the Financing Documents providing for Financial Assistance by the Lenders becomes effective and the Licensee has access to Financial Assistance.

**"Financing Documents"** means collectively, the documents executed in favour of or entered into with the Lenders, by the Licensee in respect of the Financial Assistance and includes any document providing security for the Financial Assistance.

**"Financial Year"** means a period of one year starting from April 1 of the previous year and ending on March 31 of the given year.

**"Force Majeure Event"** shall have the meaning ascribed to it in Article 9.1 of this Agreement.

 10

**"Government Authority"** means GoI, any state government or any governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Licensee, the Project Site, Licensor's Equipment, the Project Facilities and Services or any portion thereof, but shall not include the Licensor.

**"Good Industry Practice"** means the exercise of that degree of skill, diligence and prudence, and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced operator engaged in construction, operation and maintenance of facilities, equipment or systems of the type and size similar to the Project Facilities and Services.

**"Gross Revenue"** means all the revenues earned by the Licensee from the Project Facilities and Services in respect of container handling and associated activities, including ancillary revenues, as notified as items in Scale of Rates. For the avoidance of doubt, Gross Revenue shall not include income from interest, sale of assets, penalties or charges for delay which are not notified in the Scale of Rates, damages of any kind, reimbursements of expenses that have been incurred by the Licensee for providing certain services.

**"Guidelines"** means the GUIDELINES: PRIVATE SECTOR PARTICIPATION IN MAJOR PORTS DATED 26<sup>th</sup> OCTOBER, 1996 as modified and supplemented by "GUIDELINES: PRIVATE SECTOR PARTICIPATION IN MAJOR PORTS THROUGH JOINT VENTURES AND FOREIGN COLLABORATION DATED 1<sup>st</sup> JUNE, 1998" issued by GoI (Ministry of Surface Transport) as amended, supplemented or otherwise modified hereafter from time to time or any other guideline issued by Ministry of Shipping for private sector participation in major ports.

**"Hub Port"** means a direct call port/load centre, which is predominantly engaged in the business of providing services to Mainline Vessels and feeder vessels.

**"ICTT"** means the International Container Transshipment Terminal proposed to be constructed, operated and managed by the Licensee at Vallarpadam /Puthuvypen at Kochi in accordance with the provisions of this Agreement.

**"ICTT Project Site"** means the real estate pertaining to ICTT and other assets comprised therein, particulars whereof are set out in Appendix - 3 A. (I).

**"Lenders"** means banks, financial institutions, multilateral agencies, export credit agencies and/or vendors based in India or abroad, providing financial assistance under the Financing Documents and includes a trustee for the holders of debentures or other debt instruments issued by the Licensee to finance The Project.



**"Licence"** means the Licence granted by the Licensor to the Licensee in accordance with the provisions of Article 2.1 of this Agreement for implementing The Project and providing Project Facilities and Services.

**"Licensor's Equipment"** means the equipment of the Licensor specified in Appendix - 3B.

**"Licence Period"** means the period of the Licence specified in Article 2.2 of this Agreement.

**"Mainline Vessels"** means container vessels plying between Hub Ports without predominant transshipment of Cochin Port Containers at the ports located in the region from longitude 35° E (towards East) to longitude 110° E.

**"Material Adverse Effect"** means circumstances which adversely affect: (a) the ability of the Licensee to observe and perform in a timely manner its obligations under this Agreement, (b) the ability of the Licensee to avail the benefits of the Licence in accordance with the terms of this Agreement; (c) as a result of which the Licensee is unable to or is prevented from constructing and/or operating the Project/Project Facilities and Services.

**"Milestone Dates"** means the dates for completion of specified project activities as contained in the Implementation Schedule submitted by the Licensee in accordance with Article 3.7(A)(ii).

**"Month"** means the calendar month as per the Gregorian calendar.

**"Movable Assets"** means all assets, whether tangible or intangible of every description, which are movable and which include those that are temporarily attached to the earth for their beneficial use.

**"MPT Act"** means The Major Port Trusts Act, 1963 as amended, supplemented, re-enacted or replaced.

**"National Highway Connectivity"** means four lane road connection from ICTT Project Site to the National Highways, which will enable round the clock movement of containers.

**"Operations Phase"** means: (i) in respect of RGCT, from the Date of Commercial Operation of RGCT to the expiry/termination of the Licence Period of RGCT; and (ii) in respect of ICTT, the period from the Date of Commercial Operation of Phase I of ICTT to the expiry/termination of the Licence Period of ICTT.

**"Party"** means either the Licensor or the Licensee, as the case may be, and **"Parties"** means both the Licensor and the Licensee.

**"Person"** means any individual, company, corporation, partnership, joint venture, trust, unincorporated organization or any other legal entity.

**"Performance Guarantee"** means, as the context may require, (i) the bank guarantee No. MLG-072479/2004 – Re-issued dated October 14, 2004 issued by ABN Amro Bank N.V. for a sum of Rupees One Hundred Million (Rs. 100 Million) procured by the Licensee from a scheduled bank, guaranteeing the performance by the Licensee of its obligations under this Agreement, up to the Date of Commercial Operation of Phase I of ICTT, and which shall be encashed by the Licensor only if any Licensee Event of Default leads to termination of this Agreement; or (ii) the LC/ BG provided by the Licensee in terms of Article 3.5 (b) hereof.

**"Phase I of ICTT"** means phase I of ICTT as set out in the Project Requirements.

**"Project Contracts"** means collectively this Agreement and any other material contract (other than the Financing Documents) entered into or that may hereafter be entered into by the Licensee in connection with The Project and Project Facilities and Services.

**"Project Facilities and Services"** means the facilities and services as set out under the Project Requirements, to be provided by the Licensee during the Licence Period, in accordance with this Agreement.

**"Project Requirements"** means the construction, operation and maintenance of The Project and provision of Project Facilities and Services as set out in Appendix - 4.

**"Project Site"** means collectively the real estate at:

- (i) ICTT Project Site; and
- (ii) RGCT Project Site;

on which The Project is to be implemented and the Project Facilities and Services are to be provided by the Licensee, in accordance with this Agreement.

**"Rail Connectivity"** means appropriate railway service (comprising of broad gauge railway line) from the western end of Vallarpadam/Puthuvypeen to the national railway network, commensurate with the traffic.

**"RGCT"** means the Rajiv Gandhi Container Terminal on Willingdon Island, Kochi.

**"RGCT Project Site"** means the real estate pertaining to RGCT and the container terminal and other assets comprised therein, particulars whereof are set out in Appendix - 3 A (II).

**"Request for Proposal"** or **"RFP"** means the Request for Proposal dated 4<sup>th</sup> February 2004 issued by the Licensor to the Applicants short listed pursuant to the Request for Qualification and includes any addendum / clarifications issued in respect thereof by the Licensor.



**"Request for Qualification"** means the Request for Qualification dated 1<sup>st</sup> January 2004 issued by the Licensor inviting applications in accordance therewith for shortlisting parties who are entitled to receive RFP so that they can bid for The Project, and includes any addendum / clarification issued in respect thereof by the Licensor.

**"Royalty"** means the revenue share payable by the Licensee to the Licensor, pursuant to Article 5.2 hereof.

**"Scale of Rates"** means the scale of rates as framed from time to time by the Board and/ or the Licensee for their respective services, and approved and notified by the TAMP or its successor or other competent authority under the provisions of MPPI Act, as applicable.

**"SEZ"** means a Special Economic Zone as declared under the Export Import Policy 2002 - 2007 of the Government of India, or any policy or law applicable from time to time.

**"TAMP"** means Tariff Authority for Major Ports established under the MPPI Act.

**"Tariff"** means the applicable rate(s) as per Scale of Rates.

**"The Port"** means Cochin Port, at Kochi in the State of Kerala, India.

**"Throughput"** means the aggregate sum of containers loaded into and unloaded from the vessels in terms of Twenty Foot Equivalent Unit, during the period under reference.

**"Transfer Date"** means the date immediately following the date of expiry of the Licence Agreement, or the day following the expiry of the period of the termination notice in the event of Termination/Early Determination as the case may be, as provided in Article 11.

**"Transaction Documents"** means collectively, the Project Contracts and the Financing Documents.

**"Upfront Payment"** means the amount payable by the Licensee to the Licensor as set out in Article 5.1 hereof.

## 1.2 OTHER REFERENCES

In this Agreement:

**"CISF"** means Central Industrial Security Force;

**"m"** means Metre, the unit of length;

**"sq m"** means Square Metre, the unit of area;

**"km"** means Kilometre, the unit of length;

**"kwh"** means Kilowatt-hour, the unit of electrical energy;

**"MT"** means Metric Tonne, the unit of weight;

**"KVA"** means Kilovolt-Ampere, the unit of power;

 14

"MVA" means Mega Volt Ampere, the unit of power;  
"mm" means Millimetre, the unit of length;  
"ha" means Hectare, the unit of area;  
"TEU" means Twenty Foot Equivalent Unit, the unit of container traffic; and  
"VAT" means Value Added Tax.

### 1.3 INTERPRETATIONS

This Agreement constitutes the entire understanding between the Parties regarding The Project and supersedes all previous written and/or oral representations and/or arrangements regarding The Project.

In this Agreement unless the context otherwise requires:

- a) The words importing the singular shall mean the plural and vice-versa;
- b) "Article" and "Appendix" shall refer, respectively to Articles of and Appendices to this Agreement. The Appendices to this Agreement shall form part and parcel of this Agreement;
- c) A reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- d) The references to the word "include" or "including" shall be construed without limitation;
- e) The references to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or novated;
- f) The Table of Contents and any heading in this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement;
- g) Unless otherwise provided, any interest to be calculated and payable under this Agreement shall accrue on a Monthly basis and from the respective due dates as provided for in this Agreement; and
- h) Any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English meaning.

\*\*\*





**ARTICLE 2**  
**LICENCE AND LICENSOR'S ASSETS**

**2.1 LICENCE**

The Licensor is desirous of granting Two Licences, viz., (a) licence for operation and management including necessary developments, modifications and augmentation of facilities, of RGCT for a maximum period of Eight (8) years and Six (6) Months from the Date of Commercial Operation of RGCT; and (b) licence for development, construction, operation and management of International Container Transshipment Terminal (ICTT) at Vallarpadam/Puthuvypeen, Kochi on BOT basis for a period of Thirty (30) years commencing from the Date of Commencement of Licence Period of ICTT subject to the terms and conditions as stated herein.

In consideration of the Licensee agreeing to pay Upfront Payment, Licence Fee, Royalty and other amounts payable under this Agreement and subject to the provisions of this Agreement, the Licensor hereby grants to the Licensee Two exclusive Licences for:

- (i) operation and management including necessary developments, modifications and augmentation of facilities of RGCT, commensurate with traffic; and
- (ii) development, construction, operation and management of International Container Transshipment Terminal (ICTT) at Vallarpadam/Puthuvypeen, Kochi.

**2.2 LICENCE PERIOD**

Subject to the provisions of the Agreement, the Licence Period of RGCT shall be for a maximum of Eight (8) years and Six (6) Months from the Date of Commercial Operation of RGCT and subject to the provisions of this Agreement, the Licence Period for ICTT shall be Thirty (30) years commencing from the Date of Commencement of Licence Period of ICTT.

Provided that: -

- a) in the event of any delay attributable to the Licensor in handing over possession of the RGCT Project Site on the intended Date of Commercial Operation of RGCT, including handing over of the Licensor's Equipment to the Licensee as provided in Article 2.4, the Licence Period shall commence from the date on which the RGCT Project Site and the Licensor's Equipment are actually handed over to the Licensee;
- b) in the event of any delay attributable to the Licensor in handing over possession of ICTT Project Site at any phase of construction, the Licence Period of ICTT shall be extended to the extent of delay that has occurred in handing over of the Project Site;

\*

 16

- c) notwithstanding anything to the contrary stated in this Agreement, the Licensee is eligible to continue operations at RGCT concurrently with the operations at ICTT for a period mutually agreed between the Licensor and the Licensee, subject to a maximum period of Two (2) years of concurrent operations;
- d) the taking over of the ICTT Project Site by the Licensee prior to the Date of Commencement of Construction Works shall not be insisted upon by the Licensor; and
- e) in the event of the Licence being extended by the Licensor beyond the defined period of Eight (8) years and Six (6) Months at RGCT and Thirty (30) years at ICTT in accordance with the provisions of this Agreement, the Licence Period shall include the period by which the Licence is so extended.

### 2.3 ACCEPTANCE OF THE LICENCE

The Licensee hereby agrees to accept the Licence on the terms and conditions contained herein and further agrees to:

- (i) finance, design and construct within the time frame as specified in Article 3 and operate, maintain and repair the Project Site /Project Facilities and Services in accordance with this Agreement, and pay the Licence Fee, Royalty and other charges as and when the same become due and payable;
- (ii) save and except as otherwise provided in this Agreement, accept all risks and responsibilities in respect of the Project Site /Project Facilities and Services;
- (iii) save as expressly provided herein, not assign its rights under this Agreement in favour of any third party;
- (iv) comply with, observe and perform all the duties, obligations, responsibilities, liabilities and covenants which it is required to comply with, observe and perform under this Agreement; and
- (v) transfer the Project Site /Project Facilities and Services to the Licensor in accordance with the provisions of Article 13 or Article 11/ Article 14 at the expiry of the Licence Period or Termination /Early Determination respectively.

### 2.4 LICENSOR'S EQUIPMENT/PROJECT SITE

- (A) In consideration of the Licensee agreeing to: (a) take over the Licensor's Equipment at RGCT on payment as per agreed terms; (b) take over the Project Site free of all encumbrances and in compliance with existing Applicable Laws by paying Licence Fee; and (c) perform and discharge its obligations as set forth in this Agreement, the Licensor hereby grants to the Licensee, the exclusive right to enter upon, occupy, possess and use the Project Site for the purpose of the

Project, and puts/agrees to put the Licensee in exclusive possession thereof, in the manner hereinafter provided.

- (i) RGCT Project Site - upon the Licensee making payment of the first installment of the Upfront Payment as per Article 5.1 and Licence Fee as per Article 5.3(a) for the first year;
- (ii) The Project Site required for Phase I of ICIT - prior to the estimated Date of Commencement of Construction or earlier at the option of the Licensee;
- (iii) If the Licensee requires additional water frontage and/or additional land, then subject to the provisions in this regard contained elsewhere in the Agreement and the Licensee complying with the terms and conditions of this Agreement, the Licensor shall provide such additional water frontage and/or land contiguous to the ICIT Phase I Project Site as may be required for the augmentation of ICIT within Three (3) Months of a request in writing made by the Licensee for the requirement thereof;
- (iv) If the Licensee requires additional berth and/or additional land, then subject to the Licensee complying with the terms and conditions of this Agreement, the Licensor shall provide a maximum of One Hundred and Fifty Eight point Five metres (158.5 m) of berth length contiguous to RGCT and such additional land area (free of any buildings and other structures) as may be required for augmentation of facilities at RGCT, subject to the maximum as indicated in the Drawing No. 9455-04-03-Rev(1) (Appendix - 10). The additional berth length of One Hundred and Fifty Eight point Five metres (158.5 m) with back up area of width of Fifty meters (50 m) from the water frontage line, shall be provided to the Licensee within Three (3) Months from the Date of Award of Licence. Further land area, subject to the maximum as indicated in Drawing No. 9455-04-03-Rev(1) (Appendix - 10), shall be provided within Six (6) Months of a request in writing made by the Licensee for the requirement thereof;
- (v) In respect of one Rubber Tyred Gantry Crane installed at the RGCT Project Site, by the Licensor under Lease Agreement dated 20<sup>th</sup> January, 1999 from M/s. ABC Heavy Industries Ltd., Mumbai ("**the Lease**"), the Licensor shall ensure the assignment of the Lease in favour of the Licensee, on the same terms and conditions as under the Lease Agreement, subject to the Licensee paying the lease charges in terms thereof to the Licensor which in turn shall pay the same to M/s. ABC Heavy Industries Ltd. The cost and charges for the transfer of the Lease, including stamp duty and registration charges, shall be borne and paid by the Licensee. On expiry of the lease period on 21<sup>st</sup> December 2009, the ownership of the crane shall vest with the Licensee.

In the event that M/s. ABC Heavy Industries Ltd., Mumbai, refuses to transfer to the Licensee the Lease giving the Licensee identical rights as those of the Licensor, then in such a case, the Licensee shall not be obliged to take over the Rubber Tyred Gantry Crane. Provided that in the

event M/s. ABG Heavy Industries Ltd. assumes the position that the decision contemplated in Clause 44 of the General Conditions of Contract forming part of the said Lease Agreement is still to be taken only by the Chief Mechanical Engineer of the Cochin Port Trust and not by the corresponding authority of the Licensee and it is also held by the appropriate court, then the Chief Mechanical Engineer shall, at the request of the Licensee, assume that role and perform the functions contemplated therein at no cost to the Licensee.

The Licensor shall continue to remain liable for all obligations in relation to the Lease prior to the date of such transfer.

Further, the Licensor shall indemnify the Licensee from all liabilities prior to the date of such transfer and for defaults in payments due to M/s. ABG Heavy Industries Ltd., Mumbai by the Licensor. Provided however that, in the case of payments, the Licensee makes the payments in accordance with the Lease.

- (B) The Licensee shall, at its costs, charges and expenses, be entitled to make such developments and improvements in the Project Site, any additional land and/or berth and/or water frontage allotted, and the Licensor's Equipment as may be necessary for the purpose of The Project.

## 2.5 USE OF LICENSOR'S EQUIPMENT/PROJECT SITE

The Licensee shall not without the prior written consent or approval of the Licensor, which shall not be unreasonably withheld, use the Project Site and the Licensor's Equipment for any purpose other than for the purposes of The Project/the Project Facilities and Services and purposes incidental thereto as permitted under this Agreement or as may otherwise be approved by the Licensor.

## 2.6 INFORMATION ABOUT LICENSOR'S ASSETS

The information about the Project Site and Licensor's Equipment as set out in Appendix -3A and Appendix - 3B respectively, is provided by the Licensor in good faith and with due regard to the matters for which such information is required by the Licensee. The Licensor agrees to provide to the Licensee, upon a reasonable request, any further information relating to the same, which the Licensor may now possess or may hereafter come to possess. Subject to this, the Licensor makes no representation and gives no warranty to the Licensee in respect of the condition of the Project Site or the Licensor's Equipment.

## 2.7 ACCEPTANCE OF THE LICENSOR'S ASSETS

The Licensee accepts possession of the Project Site and the Licensor's Equipment on an 'as is where is' basis, in a condition no worse than that as per Licensor's equipment register for March 2004, normal wear and tear excepted. The Licensor shall make available the Licensor's Equipment along with spares as detailed in Appendix -11. In the event of shortfall in spares inventory, the same will be compensated by the Licensor as per the value in the stores register. Prior

to the Date of Commercial Operation of RGCT, the Licensor shall take necessary remedial actions to comply with this clause.

The Licensor agrees that it shall provide the Licensee access to the equipment register for March 2004 and stores register, within Two (2) working Days of the Licensor's establishment, of a request being made by the Licensee, at any time prior to and till the Date of Commercial Operation of RGCT.

## 2.8 PEACEFUL POSSESSION

The Licensor warrants that the Licensee shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the Licensor's Equipment and the Project Site and any additional berth, land and water frontage made available to the Licensee during the Licence Period.

Provided that, unless an extension of the Operation Phase in respect of RGCT is granted in accordance with the provisions of this Agreement, the Licensee's right to use the RGCT Project Site will cease upon expiry of the Licence Period as provided herein above. Upon expiry of Licence Period in respect of RGCT, the Licensee shall remove and transfer out of RGCT all its Movable Assets and handover peaceful vacant possession of the RGCT Project Site to the Licensor.

In the event the Licensee is obstructed by any Person claiming any right, title or interest in or over the Project Site and/or Licensor's Equipment or any part thereof or in the event of any enforcement action including for non-compliance by the Licensor of any Applicable Law prior to the Date of Award of Licence, any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have charge thereon or any part thereof, the Licensor shall, if called upon by the Licensee, defend such claims and proceedings and also keep the Licensee indemnified against any consequential loss or damage which the Licensee may suffer.

## 2.9 CONDITIONS PRECEDENT

Notwithstanding anything to the contrary stated in this Agreement and unless the Parties mutually agree to waive any of the following Conditions Precedent, the Licensee shall not be obliged to commence construction works at ICTT until such time as these Conditions Precedent to commencement of construction works at ICTT are fulfilled:

- (i) requisite environment clearance in respect of construction works for Phase I of ICTT having been issued;
- (ii) the Project Site at Vallarpadam / Puthuvyppeen having been declared as part of the SEZ; and
- (iii) the construction of Rail Connectivity and National Highway Connectivity having been commenced by the appropriate authority.

\*



If the construction works at ICTT have not commenced by the date of expiry of Six (6) years from the Date of Commercial Operation of RGCT, on account of non-fulfillment of the Conditions Precedent to Commencement of Construction Works at ICTT set out above, then unless otherwise agreed to by both the Parties, either Party shall be entitled to terminate this Agreement at the end of Six (6) years from the Date of Commercial Operation of RGCT, by a written notice. However, the Licensor on request from the Licensee, shall allow the Licensee to continue operations at RGCT upto a maximum period of Eight (8) years from the Date of Commercial Operation of RGCT, after which the Licence shall stand terminated in accordance with the provisions of this Agreement unless otherwise agreed to by the Parties.

## 2.10 RGCT TRANSITION PERIOD

- (A) Between the Date of Award of Licence and the Date of Commercial Operation of RGCT [as adjusted by the proviso of Article 2.2 (a)], hereinafter referred to as the "RGCT Transition Period", the Licensee shall be entitled to:
- (i) undertake Project Site / equipment surveys and repairs in order to enable a smooth handover / transition;
  - (ii) review and implement processes and systems (including installation of hardware, software, networking, and data transfer);
  - (iii) have access to the RGCT Project Site in order to carry out the above tasks, and to familiarise with the operations, without hampering the Licensor's operation and/or obligations; and
  - (iv) other activities as required for a smooth transition, with the consent of the Licensor.
- (B) During the RGCT Transition Period, the Licensor shall continue to be responsible for the operations of RGCT, and all income therefrom shall accrue to the Licensor.

\*\*\*

**ARTICLE 3**  
**PROJECT REQUIREMENTS, RIGHTS AND OBLIGATIONS**

**3.1 COST OF IMPLEMENTATION, OPERATION AND MAINTENANCE**

The Licensee shall at its costs, charges, expenses and risk including but not limited to foreign exchange fluctuation risk if any, design, engineer, finance, construct, equip, operate and maintain The Project/ Project Facilities and Services, in accordance with the provisions of this Agreement.

**3.2 PREPARATION OF DESIGNS AND DRAWINGS**

The Licensee shall, at its cost, charges and expenses, prepare the Designs and Drawings in accordance with Appendix - 6, so as to conform to the Project Requirements.

**3.3 REVIEW OF DESIGNS AND DRAWINGS**

- a) The Licensee shall submit the Designs and Drawings for the review of the Licensor. The Designs and Drawings pertaining to Phase I of ICTT shall be submitted at least Three (3) Months in advance of the commencement of construction thereof.
- b) In the event that the Licensor has any comment on the Designs and Drawings, it shall promptly, without any undue delay, notify the Licensee in writing of the same and seek clarifications or suggest changes or modifications or corrections thereto. Provided that the changes, modifications or corrections, if any, suggested by the Licensor shall only be to the extent that the Designs and Drawings are found to be deficient in that: (i) the Designs and Drawings/resulting construction do not comply with the Project Requirements or Applicable Laws; or (ii) would result in construction that would cause hindrance to the Licensor's existing operations or future development plans of The Port. Thereupon, the Licensee shall provide necessary clarification to the Licensor and/ or re-submit the Designs and Drawings after incorporating the changes, modifications or corrections, as the case may be, taking into account the comments/suggestions made by the Licensor.
- c) The Licensee shall be entitled to proceed with The Project, if the Licensor does not offer its comments/suggestions to the Designs and Drawings submitted to it by the Licensee within Thirty (30) Days of its submission. Further, the Licensee shall be entitled to proceed with The Project if the Licensor does not offer his comments / suggestions to the re-submitted Designs and Drawings incorporating the changes, modifications or corrections, if any, suggested by the Licensor, as per - clause (b) above by the Licensee, within Fifteen (15) Days of its submission.
- d) The Licensee shall not be entitled to any extension of time for completing construction, or any other relief, on account of delay caused

due to providing any clarification or in resubmitting the Designs and Drawings. Provided however, the Licensor may suitably extend the Construction Period or provide other relief to compensate for any such delay not attributable to the Licensee.

- e) The Licensee shall not change, except as provided in clause (b) above, any Designs and Drawings reviewed by the Licensor under this Agreement. Provided that the Licensee may, for more efficient functioning of the Project Facilities and Services propose changes to such Designs and Drawings and specifications of any equipment consistent with all design standards applicable to The Project and the Applicable Laws; whereupon the provision of clauses (a) to (d) shall mutatis mutandis apply to the changes so proposed.
- f) Notwithstanding the review as aforesaid by the Licensor, the Licensee shall be solely responsible for any defect and/or deficiency in the Designs and Drawings relating to The Project or any part thereof, and accordingly the Licensee shall at all times remain responsible for its obligations under this Agreement.
- g) Any review of the Designs and Drawings conducted by the Licensor is solely for the Licensor's own information and by conducting such review the Licensor neither approves nor accepts any responsibility for the same.
- h) The Licensee shall in no way represent to any Person that, as a result of any review, the Licensor has accepted responsibility for any work relating to The Project/ the Project Facilities and Services or part thereof carried out by the Licensee and the Licensee shall, subject to the provisions of this Agreement, be solely responsible for the technical feasibility, operational capability and reliability of The Project/ the Project Facilities and Services or any part thereof.

### 3.4 ENVIRONMENTAL CLEARANCE

The Licensor confirms that it has obtained/shall obtain the clearances set out in Appendix - 7 for The Project under the applicable Environmental Laws. The Licensee shall abide by the terms thereof to the extent applicable for the Project Site and for the Project Facilities and Services. Provided, the Licensee shall not be responsible for the cost of civil or other works required at RGCT as per the existing Applicable Laws in respect of environmental deficiencies, which existed prior to the Date of Commercial Operation of RGCT.

### 3.5 PERFORMANCE GUARANTEE

- (a) The Licensee shall submit a bank guarantee for a sum of Rupees One Hundred Million (Rs. 100 Million) for due performance of its obligations during the Operations Phase at RGCT and/or Construction Phase I of ICTT and renew the same from time to time so as to keep it valid until the expiry of Three (3) Months from the Date of Commercial Operation of Phase I of ICTT.



Subject to there being no Licensee Event of Default subsisting, the above Performance Guarantee shall be released upon expiry of the required validity period. In case the Licensee Event of Default leads to Termination, the Guarantee shall be invoked. In all other cases of Termination / Early Determination, the Performance Guarantee shall not be invoked; and

- (b) The Licensee shall during the Operations Phase of ICTT and as security for payment of Royalty and any other amounts that may become due and payable by the Licensee to the Licensor, provide to the Licensor from time to time, irrevocable revolving letter of credit (LC) or bank guarantee (BG) from a scheduled bank in India for a sum equal to the Royalty paid/payable by the Licensee to the Licensor in the immediately preceding Twelve (12) Months, in accordance with Article 5.2 hereof. Alternatively, rolling quarterly letter of credit (LC) shall be accepted as Security. For determining the quarterly Royalty for the purpose of LC for the next quarter, the average of the then previous four quarters will be reckoned. The first LC/BG shall be established at least Thirty (30) Days prior to the Date of Commercial Operation of Phase I of ICTT and each subsequent LC/BG shall be established on or before the expiry of the then subsisting LC/BG. The Licensee agrees that the Licensor shall be entitled to encash such Performance Guarantee in case of default by Licensee in paying the Royalty and/or any other amounts due, within the time stipulated there for under this Agreement. Provided that, such encashment shall be without prejudice to any other right or remedy available to the Licensor for non - payment of Royalty and/or other amounts under this Agreement, including its rights to recover from the Licensee, balance sums in excess of the amount received pursuant to encashment of the Performance Guarantee. Provided further that, the Licensor shall be liable to credit to the account of the Licensee sums in excess of the Royalty and/or other amounts due, if any, recovered upon encashment of such Performance Guarantee and the Licensee shall be entitled to offset the same from the immediately succeeding payment to be made including Royalty payment.

### 3.6 OPERATIONS OF RGCT

On and from the Date of Commercial Operation of RGCT and until the expiry of Operations Phase in respect of RGCT, the Licensee shall undertake operation and management of RGCT and provide Project Facilities and Services therein, in accordance with the Project Requirements.

### 3.7 CONSTRUCTION PHASE

#### (A) Obligations of the Licensee

In addition to any of its other obligations under this Agreement, during the Construction Phase, the Licensee shall:

- (i) subject to Article 2.9, commence construction for implementation of Phase I of ICTT on the Date of Commencement of Construction Works;



- (ii) at least Sixty (60) Days prior to the Date of Commencement of Construction Works, submit to the Licensor a schedule with Six (6) Monthly milestones for implementation of Phase I of ICTT ("**Implementation Schedule**");
- (iii) pursuant to the submission of Implementation Schedule for Phase I of ICTT, promptly commence and complete the works including installation of equipment, in accordance with the Project Requirements, and subject to any of the provisions of this Agreement providing for extension of time for performance or excuse from performance as the case may be, obtain Completion Certificate from the Licensor;
- (iv) for the purpose of facilitating issue of Completion Certificate by the Licensor as also for the purpose of declaring that the Project Facilities and Services are ready for operations, the Licensee shall: (i) intimate to the Licensor, a time table for inspection of the Project Facilities and Services at least Six (6) Months prior to the estimated completion; (ii) have requisite organization and designate suitable officers/representatives as it may deem appropriate and arrange such assistance as may be appropriate to enable the Licensor to determine that the Project Facilities and Services are constructed in accordance with the Designs and Drawings and Project Requirements; and (iii) at least Two (2) Months prior to the Date of Commercial Operation of ICTT, complete all works required for obtaining approval of Customs and issuing notification declaring the Project Site and/or ICIT and/or Project Facilities and Services as Customs Port, so that the Licensee can safely and reliably open operation of ICIT for maritime trade on common user basis. Provided further that, the Licensee shall during the Construction Phase of Phase I of ICIT complete all formalities in such a way that immediately on the expiry of the Construction Phase, the Licensee shall be in a position to commence the commercial operation;
- (v) subject to any of the provisions of this Agreement providing for extension of time for performance or excuse from performance, as the case may be, the Date of Commercial Operation of Phase I of ICTT shall not be later than Twenty Four (24) Months from the Date of Commencement of Construction Works. The Licensee shall pay to the Licensor, compensation at the rate of Rupees One Hundred Thousand (Rs. 100,000/-) for every Day of delay beyond the Thirty (30) Month period from the Date of Commencement of Construction Works. Without prejudice to the above, in case the delay in commencing commercial operations exceeds Two Hundred and Forty (240) Days, the Licensor shall, in its sole discretion, have the option to terminate the Licence. The Licensee agrees that the said amount of Rupees One Hundred Thousand (Rs. 100,000/-) is the fair and reasonable sum estimated by the Parties as a likely loss/ damage that the Licensor would suffer as a result of Licensee's default in commencing commercial operation on and from the date provided in the Agreement;
- (vi) entrust responsibility for project management and construction to professionally competent Persons;

- (vii) achieve Financial Close and make available in a timely manner, all necessary financial and other resources required for The Project including necessary development, modification and augmentation of facilities, operation and maintenance of RGCT and ICTT, in accordance with the provisions of this Agreement;
- (viii) comply with Applicable Laws and give priority to safety in its construction and planning activities in order to protect life, health, property and environment;
- (ix) provide to the representative(s) of the Licensor, at reasonable times and upon prior intimation, access to the Project Site to review progress in construction and development of RGCT and ICTT, and to ascertain compliance with any of the requirements of this Agreement. Provided that, the representative(s) of the Licensor shall adhere to all safety and security regulations of the Licensee in respect of site access. Provided further that, failure on the part of the Licensor to inspect any work shall not, in relation to such works: (i) amount to any consent or approval by the Licensor, nor shall the same be deemed to be waiver of any of the rights of the Licensor under this Agreement; and (ii) release or discharge the Licensee from its obligations or liabilities under this Agreement in respect of such work;
- (x) promptly carry out at its cost, such further works as may be necessary to remove any defect or deficiency observed by the Licensor, and ensure completion of construction and development of RGCT and ICTT and provide the Project Facilities and Services in all respects in accordance with the provisions of this Agreement;
- (xi) if ICTT is to be developed at Puthuvypeen, then and in that event, furnish the sequence of development of ICTT sufficiently in advance to the Licensor for enabling taking up and completing the construction of the breakwaters matching with the commissioning of ICTT; and
- (xii) at its costs, charges and expenses, carry out necessary investigations including the sub-soil investigation of the Project Site, particularly the ICTT Project Site, and no claim on account of any defect or deficiency found at the Project Site, particularly the ICTT Project Site or any part thereof, including any claim for extension of time by the Licensee, will be entertained by the Licensor.

**(B) Obligations of the Licensor**

In addition to any of its other obligations under this Agreement, during the Construction Phase, the Licensor shall:

- (i) grant or, as the case may be, assist the Licensee in obtaining all Applicable Permits required by the Licensee;
- (ii) upon written request from the Licensee, assist the Licensee in obtaining immigration clearances, employment permits and residential premises for

any foreign personnel engaged or employed by the Licensee in connection with the implementation of The Project;

- (iii) subject to the Licensee complying with the provisions of the Article 3.7 (A)(iv) above, the Licensor shall issue Completion Certificate within Thirty (30) Days from the date when the Licensee has demonstrated that all works in respect of Phase I of ICTT have been completed in accordance with Project Requirements and Applicable Laws;
- (iv) subject to the Licensee/Contractor complying with the requirements under the Applicable Laws, including but not limited to payment of customs and any other duty payable by the Licensee/Contractor, assist the Licensee or Contractor to import into India all items of equipments and materials required for the Project;
- (v) make available all records of sub-soil investigations carried out on its behalf in the Project Site, if requested by the Licensee;
- (vi) promptly grant approvals/ consents sought by the Licensee, as required under this Agreement;
- (vii) provide (a) Rail Connectivity and (b) National Highway Connectivity before:
  - (a) the date of expiry of Four (4) years from the Date of Commercial Operation of RGCT; or
  - (b) the date of expiry of Twenty-Four (24) Months from the Date of Commencement of Construction Works of Phase I of ICTT; or
  - (c) the date of completion of construction works at ICTT Project Site to commence operation of Project Facilities and Services envisaged in Phase I of ICTT;whichever is latest;
- (viii) get the ICTT Project Site declared as a part of the Special Economic Zone before the date of expiry of Twelve (12) Months from the Date of Commercial Operation of RGCT;
- (ix) secure all necessary environmental clearances for construction works for Phase I of ICTT before the date of expiry of Eighteen (18) Months from the Date of Commercial Operation of RGCT;
- (x) secure environmental clearance for augmentation of facilities and capacity of ICTT, by adding berth(s) and supporting equipment to Phase I of ICTT as required within One (1) year of request for such requirements from the Licensee;
- (xi) prior to the Date of Commercial Operation of Phase I of ICTT, provide breakwaters, if ICTT Project Site is at Puthuvypeen; and

 27

- (xii) secure and maintain a relaxation of height restriction of a minimum of One Hundred and Twenty metres (120 m) for Project Facilities and Services at ICTT, from the Indian Naval authorities or other competent authorities, within Six (6) Months from the Date of Commercial Operation of RGCT.

### 3.8 OPERATIONS PHASE

#### (A) Obligations of the Licensee

In addition to any of its other obligations under this Agreement, the Licensee shall during the Operations Phase manage, operate, maintain and repair the Project Site/Project Facilities and Services, both at RGCT and ICTT entirely at its cost, charges, expenses and risk in accordance with the provisions of this Agreement. The Licensee's obligations under this Article 3.8 shall include, but shall not be limited to the following:

##### (i) Berth and Terminal Operations:

The Licensee shall:

- a) promptly undertake operations, maintenance and augmentation of the Project Site/Project Facilities and Services both at RGCT and ICTT, in accordance with the Project Requirements;
- b) make efforts to maximize cargo handled so as to achieve optimal utilization of the Project Site /Project Facilities and Services both at RGCT and ICTT;
- c) commensurate with the traffic build up, develop, create or provide additional Project Site/Project Facilities and Services both at RGCT and ICTT, in a timely manner and test and commission such Project Facilities and Services. In case any additional land / additional berth length is required for such development, notify in writing to the Licensor of the requirement in advance of such requirement;
- d) make available all necessary financial, technical, technological, managerial and other resources for operation, maintenance, repair and replacement of the Project Site/Project Facilities and Services both at RGCT and ICTT, in a timely manner;
- e) obtain approval of TAMP or any other competent authority as applicable for the Tariff, wherever required, under Applicable Laws;
- f) arrange for and/or procure equipment so as to provide the Project Facilities and Services commensurate with traffic;
- g) arrange for financing of The Project and make such investments as may be required to ensure the provision of Project Facilities and Services;

- h) manage and operate the Project Facilities and Services on a common-user basis, open to any and all shipping lines, importers, exporters, shippers, consignees and receivers, and refrain from indulging in any unfair or discriminatory practice against any user or potential user thereof; provided that, this restriction shall not prevent the Licensee from engaging in selective Tariff discounting or rebating and also practising transparent window scheme with common user applications to all shipping lines;
- i) ensure maintenance of proper and accurate record/data/accounts relating to operations of the Project Facilities and Services and the revenue earned there from, and access thereof to the Licensor, of information relating to Throughput, Productivity, Gross Revenue, Tariff and such other areas as required by the Licensor only to ensure compliance with this Agreement, subject to the maintenance of confidentiality of such information as accessed by the Licensor;
- j) comply with the Applicable Laws including those relating but not limited to dock side safety, health, environment and labour; and
- k) subject to the provisions of this Agreement, perform, undertake or provide, in connection with The Project, all services which the Licensor is authorised to perform, undertake or provide under the provisions of Section 42 of the MPT Act.

**(ii) Repairs and Maintenance**

The Licensee shall:

- a) repair, as necessary, and maintain the Project Facilities and Services in accordance with the Project Requirements;
- b) without prejudice to the preceding subclause (a) above, the Licensee shall maintain the Project Facilities and Services in accordance with Good Industry Practice with the objective of providing adequate service standards and ensuring that the Project Facilities and Services to be transferred to the Licensor upon expiry of the Licence Period or otherwise in accordance with this Agreement, are in good condition, normal wear and tear excepted; and
- c) meet all costs of operation, maintenance and repairs of the Project Facilities and Services or any part thereof.

**(iii) Replacement of Equipment**

The Licensee shall at its cost, plan for replacement of the equipment well ahead of the time when the utility thereof is reasonably expected to expire and replace the equipment in accordance with Good Industry Practice.

 29

**(iv) Repairs, Replacement or Restoration**

The Licensee shall at its own cost, promptly and diligently, repair, replace or restore any of the Project Site/Project Facilities and Services both at RGCT and ICTT or part thereof, which may be lost, damaged, or destroyed unless such loss, damage or destruction is a result of the actions of the Licensor or his agents, in which case the Licensor shall be responsible for the repair, replacement or restoration at its own cost.

**(v) Removal/Replacement of Assets**

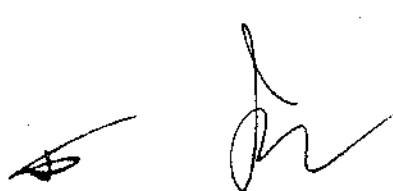
Except as provided/ authorized under this Agreement, the Licensor's assets shall not be removed, replaced or modified by the Licensee without the prior approval of the Licensor. Except in the ordinary course of business of the Licensee, and except as provided/authorized under this Agreement, the Licensee shall not, without the prior approval of the Licensor, remove, replace or modify any Licensee's asset comprised in the Project Site/Project Facilities and Services both at RGCT and ICTT.

**(vi) Access for Inspection**

The Licensee, upon prior intimation, shall provide to the representative(s) of the Licensor at reasonable times, access to the Project Site and Project Facilities and Services for inspection and review of operations and also to ascertain compliance with any of the requirements of this Agreement, without detriment to the operational activities of the Licensee. Provided that, the representative(s) of the Licensor shall adhere to all safety and security regulations of the Licensee in respect of site access. Provided further that, the failure on the part of the Licensor to inspect the operation shall not, in relation to such operations: (i) amount to any consent or approval by the Licensor, nor shall the same be deemed to be waiver of any of the rights of the Licensor under this Agreement; and (ii) release or discharge the Licensee from his obligations or liabilities under this Agreement in respect of such operation.

**(vii) Reports**

The Licensee shall provide to the Licensor Monthly/quarterly reports on container and cargo Throughput, gross output rate per ship hour at berth, daily output rate per ship at berth, effective working time to berth time, ship waiting time for a berth and Productivity of the quay gantry cranes within Fifteen (15) Days following the end of each Month/quarter, and any other information relating to operations which the Licensor may reasonably require.

 30

**(viii) Security Arrangements**

The Licensee shall make his own arrangements for security in the Project Site and/or Project Facilities and Services and shall abide by the security regulations / procedures prescribed by the Licensor from time to time.

**(ix) Employment of Personnel**

The Licensee shall employ qualified and skilled personnel required to operate and maintain Project Site and/or the Project Facilities and Services. The terms of employment may be as deemed fit by the Licensee and the Licensee shall bear all costs in this regard. All such employees shall always remain the Licensee's responsibility. Subject to the provisions of this Agreement, including Articles 12 and 14, in the event of expiry of the Licence Period or Early Determination/Termination of the Licence, the Licensee shall be liable to pay retrenchment compensation, if any, payable to such employees and /or terminate the services of all its employees by discharging its legal obligations and liabilities in respect of the employees directly engaged by the Licensee and the Licensor shall not have any direct or indirect responsibilities over such employees.

Provided that, the Licensee shall comply with the requirements of employing / utilising the services of existing personnel/labour as agreed to and set out in Appendix - 8.

Provided further that, if so desired by the Licensor, such of the employees other than the Licensor's Employees (as defined in Appendix-8) engaged for The Project may subsequently be taken over by the Licensor on terms and conditions mutually agreeable between the Parties and the employee(s) concerned.

**(x) Mainline Vessels**

The Licensee shall provide Project Facilities capable of handling Mainline Vessels and endeavour to handle them from the Second year onwards of the Date of Commercial Operation in respect of RGCT.

**(xi) Special Economic Zone**

On declaring the Project Site at ICTI as a part of Special Economic Zone (SEZ), the Licensee shall endeavor to procure and avail all such concessions and exemptions that it wishes to obtain in respect of the Project Facilities and Services.

**(xii) Providing Equipment for Handling Containers at CFS**

In respect of RGCT, Container Freight Station ("CFS ") facilities are not included in the items of Project Facilities to be handed over to the Licensee. However, the Licensee has to provide necessary tractor-trailers





and equipment for the transport of containers between the stack yard and CFS and also for the Lift-off and mounting operation at CFS.

**(xiii) Bailing of Cargo at Terminal**

The Licensee shall in its name and at its cost, charges, expenses and responsibility: (i) take charge of the goods and/or containers discharged from the vessel and give necessary receipt for the same; (ii) store goods and/or containers so discharged; (iii) give delivery of the goods and/or containers in accordance with the law subject to the consignee/owners submitting completed documents and receive or recover charges in respect thereof; and generally perform and undertake all services which the Licensor is required to perform and undertake under the provisions of The Major Port Trusts Act, 1963 and generally comply with the provisions of The Major Port Trusts Act, 1963.

The Licensor agrees that if any specific notification from Customs is required for the implementation of the above, the Licensor shall provide its assistance for procuring such notification, including those mandated by Applicable Laws.

**(B) Rights of Licensee**

**(i) Unclaimed cargo**

The Licensee may, at its cost:

- a) after obtaining prior written approval of the Commissioner of Customs and in accordance with the provisions of MPI Act, destroy or dispose off by way of public auction and/or tender, any unclaimed cargo, the charge of which has been taken by the Licensee under or pursuant to this Agreement; and out of the sale proceeds pay the Customs Duty, if any, payable in respect of cargo and/or the container. In the event of any surplus, the Licensee shall be bound and liable to pay the same to the consignee/owners, as the case may be, after appropriation of such surpluses towards various expenses/charges in accordance with provisions of the law; and
- b) institute proceedings for recovery of unrealised charges, if any, in its name and/or defend any claim made in respect of such cargo by consignee/owners against the Licensor and indemnify and keep indemnified the Licensor against any claim made by the consignee/owners.

**(ii) Marine Services**

In the event that the Licensor is unable to provide the requisite marine services (including entry, berthing and sailing of the vessels, pilotage and towage) required of an international container terminal operating in accordance with Good Industry Practice, then the Licensee shall be

entitled to arrange for such services, with the prior consent of the Licensor (which shall not be unreasonably withheld, particularly if it is causing concern to the Licensee's customers), through parties other than the Licensor for such period of inability, and shall be entitled to directly charge the users for such services provided.

**(C) Obligations of the Licensor**

In addition to any of its other obligations in this Agreement, the Licensor shall arrange for and provide the following:

**(i) Marine and Port Services**

The Licensor shall provide/ cause to be provided, the following services at no cost to the Licensee:

- a) scheduling the entry, berthing and sailing of the vessels, pilotage and towage on a non-discriminatory, round-the-clock basis by giving priority to the container vessels over bulk and breakbulk vessels, without detriment to the operations of the bulk vessels which require tidal window, and subject to preferential berthing norms, if any under the Applicable Law, and the sailing schedule as determined by the Deputy Conservator of the Port depending on individual ship characteristics and tidal conditions;
- b) capital and maintenance dredging of the common user approach channel and basins in front of berths at the following levels:
  - (i) maintenance of the draft at RGCT as per the requirement of the Licensee subject to the maximum required for a Twelve point Five (12.5) metre draft vessel. The present depth available at common user approach channel /alongside berth at RGCT is as required for Ten (10) metre draft vessel, which shall be maintained by the Licensor. Further dredging shall be carried out to achieve the required draft levels within one year of intimation of requirement thereof, such intimation being given in writing by the Licensee.
  - (ii) before the Date of Commercial Operation of Phase I of ICTF, provide depth in the common user approach channel and basin in front of berth as required for a Fourteen point Five (14.5) metre draft vessel.

Provided, the Licensee furnishes information on type and frequency of vessels expected to call at the terminal for substantiating the required draft;

- c) waterside safety and safety of navigation including night navigation;
- d) carry out capital and maintenance dredging operations, if any, that may be required to ensure the draft to be provided or maintained at

the levels agreed under this Agreement, with minimum inconvenience to or dislocation of the Project Facilities and Services;

- e) provision and maintenance of all general port infrastructure, other than those covered under the Licence, necessary for management, operation and maintenance of the Project Facilities and Services;
- f) assist the Licensee in securing the assistance of CISH or the relevant Government Authority as may be necessary to prosecute any persons for any offence committed by such persons within the Project Site; and
- g) evolve mutually acceptable mechanism for sharing of common costs by the Licensor, the Licensee and future terminal operators, without detriment to the operational activities of the Licensee.

**(ii) Approvals and Inspection**

The Licensor shall promptly grant approvals/ consents sought by the Licensee as required under this Agreement.

**(iii) Breach of Licensor's Obligations**

In the event of the Licensor's failure / breach in providing the marine and port services in accordance with the preceding clause (i), the Licensee shall, without prejudice to any other right or remedy available to it, be compensated by the Licensor for direct loss, if any, suffered by the Licensee on account of such failure / breach if supported by documentary evidences.

**(iv) TAMP Approvals**

The Licensor shall provide such assistance as reasonably required by the Licensee, in the applications that the Licensee shall make to TAMP, with no cost to the Licensor.

**(v) Maintenance of Infrastructure at RGCT**

The maintenance and upkeep of the fendering system, bollards, and the common drains carrying discharge from the upstream side shall be the responsibility of the Licensor, and it shall be done without hampering the operations of the Licensee to the extent possible.

**(vi) International Ship and Port Security ("ISPS")**

The Licensor shall ensure that The Port and The Project / Project Site are at all times fully certified to be in compliance with ISPS. The Licensor shall not be responsible for compliance of the ISPS within the Project Site.

### 3.9 UTILITIES AND SERVICES

#### (i) RGCT

The Licensor shall provide access to the Licensee to such infrastructure facilities and utilities including water, electricity and telecommunication facilities which they are in the position to provide and which the Licensee may require in connection with developing, establishing, financing, designing, constructing, operating, maintaining, repairing and replacing the Project Site/ Project Facilities and Services in accordance with this Agreement, at the rates prescribed by the Board from time to time (the present rates applicable in respect thereof are set out in Appendices 5A & 5B), on terms no less favourable to the Licensee than those generally available to other commercial/ industrial customers of the Licensor availing substantially equivalent facilities and utilities.

- a) The power made available shall be as received by the Licensor from Kerala State Electricity Board. However, auxiliary power supply from the Licensor's DG set would be made available in the event of disruption/ breakdown of supply from the KSEB grid, with power delivery of not less than One point Eight (1.8) MW. The take-off point for electricity shall be from the substations stated in Appendix -3A(II);
- b) The water made available shall be as received by the Licensor. Water supply to vessels can be made available through barges subject to payment in terms of the Scale of Rates;
- c) The Licensee shall, at its cost and to the satisfaction of the Licensor, install meters to measure the consumption of power and water. In the event of disruption / breakdown of power / water supply for any reason whatsoever other than for reasons of default, neglect or failure attributable to the Licensor, no compensation shall be paid by the Licensor for any loss or damage caused to or suffered by the Licensee as a result thereof. Provided however, if the disruption of power / water supply is for reasons attributable to the Licensor, the Licensee shall be compensated by the Licensor for any direct loss or damage caused or likely to be caused to the Licensee on account thereof;
- d) The Licensee shall be subjected to restrictions/short supply of water and power in the event that the Licensor faces any restriction or short supply in its receipt of water and power from the Kerala Water Authority/Kerala State Electricity Board; and
- e) The Licensee may, at its cost, make alternate arrangements for water, power and telecommunication, and other infrastructure facilities and utilities, subject to obtaining Applicable Permits, if any, there for and the Licensor shall assist the Licensee in procuring the same.

#### (ii) ICTT

The Licensor/any authorised service provider shall provide access to the Licensee to infrastructure facilities such as water and electricity at a point near the

ICIT Project Site, which they are in a position to provide and which the Licensee may require in connection with developing, establishing, financing, designing, constructing, operating, maintaining, repairing and replacing the Project Site/ Project Facilities and Services in accordance with this Agreement, at the rate worked out as per the normal practice on the basis of the cost incurred by the Licensor/service provider for making available these supplies and on terms no less favourable to the Licensee than those generally available to other commercial / industrial customers of the Licensor availing substantially equivalent facilities and utilities. The Licensee shall have the right to develop and operate captive electricity generation, provided that if on account of the same, the Licensor becomes liable to pay any compensation or damages to the service provider, the same shall be reimbursed to the Licensor by the Licensee.

\*\*\*



**ARTICLE 4  
TARIFF**

**4.1 LEVY AND RECOVERY OF THE TARIFF**

- a) The Licensee shall, during the Operations Phase, be entitled to levy and recover Tariff from the owners / consignees of cargo using the Project Facilities and Services in respect of container handling and associated activities in respect of The Project, and the Tariff shall be as per the Scale of Rates approved and notified from time to time by the Tariff Authority for Major Ports (TAMP) or any other competent authority as applicable for the Tariff, wherever required under Applicable Laws. The Tariff prescribed in the Scale of Rates will only be the ceilings and the Operator shall have the flexibility to levy the charges at his discretion, within such ceilings. As of the date hereof, the applicable Tariff is as set out in Appendix - 5A.
- b) For avoidance of doubt, it is clarified that all port dues, pilotage, berth hire and other vessel related charges shall accrue to the Licensor for such services provided by the Licensor.

**4.2 TARIFF FIXATION**

The Parties agree that, subject to Applicable Laws including approval of the competent authority, the Tariff are competitive vis-à-vis international container transshipment hubs and major competing ports in the region. For this purpose, the Party shall prior to fixing/recommending the fixing of Tariff with regard to port charges/terminal charges, consult the other Party. It is clarified that Royalty payable/paid by the Licensee under the provisions of this Agreement shall not be taken into account for fixing and/or revising Tariff by TAMP or any other competent authority as applicable for the Tariff, as per existing guidelines. However, if guidelines change in future, the then prevailing guidelines as per TAMP or any other competent authority as applicable for the Tariff, will be applicable.

\*\*\*

**ARTICLE 7  
GENERAL RIGHTS, DUTIES AND OBLIGATIONS**

**7.1 OF THE LICENSEE**

**a) Shareholding**

The Licensee shall ensure that the Applicant maintains its equity holding in the Licensee such that:

1. The Applicant holds not less than Fifty-One Percent (51%) of its paid up equity capital till the end of Three (3) years from the Date of Commercial Operation of Phase I of ICIT and thereafter Twenty-Six Percent (26%) of its paid up equity capital till the expiry of the Licence Period/Termination of the Licence;
2. Any change/dilution in the said holding shall only be with the prior approval of the Licensor which approval shall (subject to requisite security clearance, where required, being available) not be unreasonably withheld.

Provided that, nothing contained in this Article shall preclude or prevent pledge of shares held by the Applicant in the Licensee in favour of Lenders as security for the Financial Assistance and enforcement thereof in accordance with this Agreement and/or the Financing Documents.

The Licensee shall ensure that the Applicant makes investments directly in its capital.

**b) Applicable Permits**

Unless otherwise provided in this Agreement, the Licensee shall, at all times, obtain and maintain all Applicable Permits and renew the same and/or keep them in force and effect throughout the Licence Period. The Licensee shall not be relieved of any of its obligations under the Agreement, including but not limited to the obligation to pay Royalty and other amounts payable to the Licensor, for the Licensor's failure to obtain and maintaining and/or renewing and/or keeping them in force and effect any of the permits required for construction, operation, maintenance etc. of RGCT, ICIT and/or any Project Facilities and Services as a failure of the Licensee obtaining or not maintaining or not keeping the same in force.

**c) Taxes, Duties etc.**

The Licensee shall during the Licence Period, pay in a timely manner, all applicable taxes, duties, levies, cess and charges including but not limited to income tax, sales tax, VAT, excise duty, customs duty and octroi that may be levied, claimed or demanded from time to time by any Government Authority including any increase therein effected from time

to time by any Government Authority, in respect of The Project/ the Project Facilities and Services.

**d) Insurance**

**(i) Construction Phase**

(A) Subject to (B) below, the Licensee shall, at the cost and expenses of the Licensee, purchase and maintain during the Construction Phase, such insurances as are necessary, including but not limited to the following:

- (a) builder's all risk insurance;
- (b) comprehensive third party liability insurance including injury or death to authorized personnel of the Licensor and other authorized personnel who may enter the Project Site/ use the Licensor's Equipment;
- (c) workmen's compensation insurance;
- (d) marine cum storage cum erection insurance; and
- (e) any other insurance that may be necessary to protect the Licensee, its employees and its assets (against loss, damage or destruction at market value for such assets) including for such Force Majeure Events that are insured in terms of Good Industry Practice and not otherwise covered in items (a) to (d).

(B) It is hereby agreed that the aforesaid insurances may be purchased or maintained by the Licensee's Contractors, instead of the Licensee.

**(ii) Operations Phase**

(A) Subject to (B) below, the Licensee shall, at its cost and expense, purchase and maintain during the Operations Phase, insurance to cover against:

- (a) loss, damage, or destruction of the Project Facilities and Services at replacement basis to recoup the facility to the condition and performance level as existed immediately prior to the occurrence of the event of risk insured;
- (b) the Licensee's general liability arising out of the Licence;
- (c) liability to third parties; and
- (d) any other insurance that may be necessary to protect the Licensee and its employees, including such Force Majeure Events that are insured in terms of Good Industry Practice and not otherwise covered in items (a) and (c).

(B) It is hereby agreed that the aforesaid insurances may be purchased or maintained by the Licensee's Contractors, instead of the Licensee.





**(iii) Insurance Companies**

The Licensee shall insure all insurable assets lying and being at the Project Site, Licensor's Equipment and/or the Project Facilities and Services through Indian insurance companies and if so permitted by GoI, through foreign insurance companies, to the extent that insurances can be effected with them.

**(iv) Evidence of Insurance Cover**

The Licensee shall, from time to time, provide to the Licensor copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Licensee in accordance with this Agreement.

**(v) Application of Insurance Proceeds**

Subject to the provisions of the Financing Documents, all moneys received under insurance policies shall be promptly applied by the Licensee towards repair or renovation or restoration or substitution of the Project Facilities and Services or any part thereof which may have been damaged or destroyed. The Licensee may designate the Lenders as the loss payees under the insurance policies/assign the insurance policies in their favour as security for the Financial Assistance. The Licensee shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project Facilities and Services or any part thereof, shall, after such repair or renovation or restoration or substitution be, as far as possible, in the same condition as they were before such damage or destruction, normal wear and tear excepted.

**(vi) Validity of the Insurance Cover**

The Licensee shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Licence Period and furnish satisfactory proof of the same to the Licensor. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 'Ten Days' clear notice of cancellation is provided to the Licensor in writing. If, at any time, the Licensee fails to purchase and maintain in full force and effect, any and all of the insurances required under this Agreement, the Licensor may, at its option, purchase and maintain such insurance, and all sums incurred by the Licensor there for shall be reimbursed by the Licensee forthwith on demand, failing which the same shall be recovered by the Licensor by exercising right of set off or otherwise.

**e) Indemnification**

The Licensee shall indemnify and keep indemnified and otherwise save harmless, the Licensor, its agents and employees, from and against all

 51

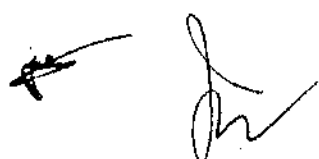
claims, demands made against and/or loss caused and/or damages suffered and/or cost, charges/expenses incurred to and/or penalty levied and/or any claim due to injury to or death of any person and/or loss or damage caused or suffered to property owned or belonging to the Licensor, its agents and employees or third party as a result of any act, deed or thing done or omitted to be done by the Licensee or as a result of failure on the part of the Licensee to perform any of its obligations under this Agreement or on the Licensee committing breach of any of the terms and conditions of this Agreement or on the failure of the Licensee to perform any of its statutory duties and/or obligations or as a consequence of any notice, action, suit or proceedings, given, initiated, filed or commenced by consignee or owner of goods or vessel owner/agent or its employees or any third party or Government Authority or as a result of any failure or negligence or default of the Licensee or its Contractor(s), sub-contractor(s), or employees, servants, agents of such Contractor(s) and/or sub-contractor(s) and/or invitees as the case may be, in connection with or arising out of this Agreement and/or arising out of or, in connection with the Licensee's use and occupation of Licensor's Equipment and/or the Project Site and/or construction, operation and maintenance of the Project Facilities and Services by the Licensee. Provided that, such indemnity shall not extend to any loss, damage, death or injury (or any related claim) or any related expenses to the extent that it was caused by an act or omission of the Licensor or the Licensor's contractors to take reasonable steps to mitigate that loss, damage, death, or injury; and provided further that, nothing in this Article shall apply to any loss, damage, cost, or expense in respect of and to the extent that the Licensor's contractors are compensated pursuant to the terms of any agreement (including but not limited to any Project Contract) or under any policy of insurance (including but not limited to the insurances).

f) **Assignability**

Except as otherwise provided in this Agreement, neither Party shall assign its rights, title or interest in this Agreement in favour of any Person without the prior written consent of the other Party.

The Licensee may assign its rights, interests and benefits under this Agreement to the Lenders as security for the Financial Assistance. Provided that nothing contained in this Article shall:

- (i) absolve the Licensee from its responsibilities to perform/discharge any of its obligations under and in accordance with the provisions of this Agreement; and
- (ii) authorise or be deemed to authorise the Lenders to operate the Project Facilities and Services themselves or through their nominees.



**g) Engagement of Contractors**

The Licensee may engage services of any Person possessing the requisite skill, expertise and capability for designing, engineering, procurement and construction of civil / mechanical / electrical engineering structures / equipment, and / or operation and maintenance of the Project Facilities and Services; provided, the Licensee shall at all times be solely responsible for non-performance or for any defect, deficiency or delay in the construction and/or erection and/or operation and/or maintenance of the structures/equipment and/or the Project Site/the Project Facilities and Services or any part thereof, in accordance with the provisions of this Agreement.

**h) Project Contracts**

The Licensee shall, at the time of entering into contracts with third parties for designing, engineering, procurement and construction of civil/mechanical/ electrical engineering structures/equipments, and/or operation and maintenance of the Project Facilities and Services, ensure that such third parties shall not unreasonably object to transfer/assignment of the Licensee's right, title and interest in such contracts in favour of the Licensor, if so required by the Licensor, in terms of this Agreement.

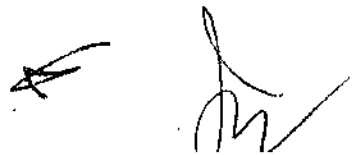
**i) Condition Survey**

The Licensee agrees that it shall, at its costs, charges and expenses and at least Six (6) Months prior to the expiry of Licence Period, cause through an Expert, a condition survey and an inventory of the entire Project Facilities and Services. If, as a result of such survey, the Expert shall observe / notice that the Project Site, Licensor's Equipment and/or the Project Facilities and Services or any part thereof have / has not been operated and maintained in accordance with this Agreement (normal wear and tear excepted) the Licensee shall, at its cost and expenses, take all necessary steps to put the same in good working condition well before the Transfer Date. In the event of the Licensee's failure to comply with this provision, the Licensor may at the cost, charges and expenses of the Licensee, cause to be conducted the condition survey and inventory of the Project Site, and/or Project Facilities and Services and remove any defect or deficiency. The Licensee shall promptly reimburse the Licensor for the costs incurred in conducting such survey and preparation of inventory and also the cost incurred in putting the Project Site and/or Project Facilities and Services in a good working condition.

**7.2 OF THE LICENSOR**

**a) Assistance in obtaining Approvals, Permits and Licences**

The Licensor shall, at the request of the Licensee, but without guarantees and/or without assuming any responsibility on that behalf, issue recommendatory letters and make best efforts to assist the Licensee in



obtaining all the Applicable Permits, including renewals thereof; provided that, nothing contained in this Article shall relieve the Licensee of its obligations under this Agreement to obtain the Applicable Permits and to keep them in force and effect throughout the Licence Period. However, the Licensor shall obtain all permits, approvals and licences that are required to be obtained by the Licensor as per Applicable Laws, at its cost and expense.

**b) Taxes, Duties etc.**

Any levy or levies including increase therein of taxes, duties, cess and the like, on account of/in respect of Project Site and/or the Licensor's Equipment (until such time that the ownership of the Licensor's Equipment is transferred to the Licensee in accordance with this Agreement and including the tax involved for such transfer) payable to the Government Authority or any statutory authority shall be met and paid by the Licensor. Notwithstanding the above, the taxes, if any, payable to the Municipal Corporation or other statutory bodies in respect of the Project Site at ICTT, which is made available at the concessional Licence Fee of Rupee ONE (Re. 1/-) per square metre per annum shall be paid by the Licensee.

**c) Tax Benefits**

The Licensor may, at the request of the Licensee, issue recommendatory or supporting letters to any Government Authority recommending any permissible tax or duty concession/ benefit to the Licensee in connection with the Project Site and/or the Project Facilities and Services.

**d) Additional Facilities**

The Licensor shall not operate/commission any existing/additional facility within Cochin Port limits for handling containers, either on its own or through any other Person, until the average annual Throughput handled at ICTT for a continuous period of Three (3) years reaches a level of Two Million Five Hundred Thousand (2,500,000) TEUs. Provided, nothing herein contained shall preclude the Licensor from handling Defence Cargo Vessels and Combi Vessels. Provided further that, the Licensor can handle Coastal Vessels, under conditions mutually agreed upon by the Licensee and the Licensor.

Notwithstanding the above,

- (i) in the event that the Licensee has failed to develop and operate the Project Facilities and Services in a manner such that at the expiry of Ten (10) years from the Date of Commercial Operation of RGCT, the capacity for handling containers at ICTT is at least that required for handling a Throughput of ONE Million TEUs per annum, the Licensor shall have the option to develop additional facilities for handling containers. Such option may, at the discretion of the Licensor, be exercised only after a reasonable opportunity



has been provided to the Licensee to explain to the satisfaction of the Licensor that in spite of best efforts made by the Licensee and for reasons beyond the control of the Licensee, why such development was not made.

- (ii) without prejudice to the aforesaid, the Licensor shall, after the expiry of Ten (10) years from the Date of Commercial Operation of RGCT, have the right to review the development/capacity augmentation at ICTT. If, upon such review, in its reasonable judgment it determines that the development/capacity augmentation at ICTT is not commensurate with the actual build up in traffic, it may, after providing reasonable opportunity to the Licensee to show why such development/ augmentation was not undertaken, allow the Licensee reasonable time which the Licensor may deem fit, to enable the Licensee to achieve the same. If the Licensee fails to undertake the necessary development/ augmentation within the time prescribed for the same, the Licensor shall have the right to develop additional facility for handling containers.
- (iii) In the event that the Licensor opts to implement additional facility in accordance with the preceding sub clauses (i) or (ii), the Licensee's rights under this Agreement shall be limited only to Phase I of ICTT and the augmentation made thereto, as on the date of exercise of such option by the Licensor.

**e) Stevedoring Licence**

If so required and applied by the Licensee, the Licensor shall grant Stevedoring Licence to the Licensee as per the relevant rules and regulations prior to the Date of Commercial Operation.

**7.3 OF THE LICENSOR AND THE LICENSEE**

**a) Compliance with Laws and Regulations**

The Parties shall perform their respective obligations under this Agreement in accordance with the Applicable Laws.

**b) Rights to Documents**

**(i) Licensor Documents**

Documents and computer programs or copies thereof, if any, provided by the Licensor to the Licensee, shall always remain the property of the Licensor. Such documents, computer programs and/or copies shall not be used by the Licensee for purposes other than for The Project. Such documents, computer programs and/or copies thereof shall, unless otherwise agreed upon by the Licensor, be returned by the Licensee to the Licensor on or before the Transfer Date without claiming any compensation. Any document

and computer program in respect of the Licensor's Equipment shall become the property of the Licensee, and shall not be returned to the Licensor.

**(ii) Licensee Documents**

Documents and computer programs provided by the Licensee, or which are developed (and owned by the Licensee) for operation and/or maintenance of The Project /the Project Facilities and Services shall be handed over by the Licensee to the Licensor free of cost, on the Transfer Date.

**(iii) Confidentiality**

All confidential information and documents including this Agreement (whether financial, technical or otherwise) provided by either Party to the other shall not, unless compelled by law or the process of a Government Authority, be disclosed to any Person without the consent of the other Party. This covenant shall survive the Licence Period.

**(iv) Obligation to Co-operate**

The Parties shall mutually co-operate with each other in order to achieve the objectives of this Agreement.

**c) Allotment of Land for Project Related Activities**

The Licensor agrees that the Licensee shall be entitled to carry out The Project related activities comprising: container repair facility, container washing facilities, storage yard for long stay empty containers, facilities for value addition and reloading, etc. (other than services as mentioned under Section 42(1) of the MPT Act), with the approval of the competent authority as per Applicable Laws, on the land to be provided by the Licensor to the Licensee, contiguous to ICTT Project Site on a lease basis. The Licensor agrees that it shall earmark and allot upto a maximum of Twenty (20) hectares of land contiguous to ICTT Project Site on a lease basis for a period co-terminous with the Licence Period of ICTT, on the terms and conditions of lease of the Licensor and rates in the Scale of Rates. Where the rates are not specified in the Scale of Rates, the Licensor shall lease such land to the Licensee, on the terms, conditions and covenants mutually agreed between the Licensor and the Licensee but subject to such directions/approvals as may be given by the Central Government in this behalf prior to such mutual agreement being reached. Such allotment shall be made within One (1) year of the request being made by the Licensee, and such allotment shall be availed by the Licensee within a period of Ten (10) years from the Date of Commercial Operation of ICTT. The Licensor further agrees that the Licensee shall also be entitled to sub-lease such land with the prior approval of the competent authority as per Applicable Laws or sub-contract such activities to third parties.

**ARTICLE 8  
CHANGE IN LAW**

**8.1 CHANGE IN LAW**

"Change in Law" means any of the following events which, as a direct consequence thereof, has a Material Adverse Effect:

- a) adoption, promulgation, modification, reinterpretation or repeal after the date of submission of the bids by any Government Authority of any Applicable Law by any Government Authority; or
- b) the imposition by any Government Authority of any material condition (other than a condition which has been imposed as a consequence of a violation by the Licensee of any Applicable Permit) in connection with the issuance, renewal or modification of any Applicable Permits after the date of submission of the bids; or
- c) any Applicable Permit previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the Licensee or if granted for a limited period, being renewed on terms different from those previously stipulated.

Provided nothing contained in this Article 8.1 shall be deemed to mean or construe, levy of new or any increase in existing taxes, duties, cess and the like effected from time to time by any Government Authority, as Change in Law.

**8.2 THE LICENSEE'S REMEDY**

In the event of Change in Law, the Licensee may propose to the Licensor modifications to the relevant terms of this Agreement which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes to the terms of this Agreement so as to place the Licensee in substantially the same legal and economic position as it were prior to such Change in Law. Provided however that, if the resultant Material Adverse Effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance in accordance with the provisions hereof, the Change in Law shall be deemed to be a Governmental Action, whereupon the provisions of Article 14.4 shall apply.

\*\*\*

**ARTICLE 9  
FORCE MAJEURE**

**9.1 FORCE MAJEURE EVENT**

Force Majeure Event shall mean any event or circumstance or a combination of events and circumstances set out hereunder or the consequence(s) thereof which materially and adversely affect the Party claiming Force Majeure ("**Affected Party**") from performing its obligations in whole or in part under this Agreement:

- a) Acts of God, storm, cyclone, hurricane, flood, earthquake, landslide, volcanic eruption or fire (to the extent originating from a source external to The Project) affecting the construction or operation of The Project/the Project Facilities and Services;
- b) Radio active contamination, ionizing radiation;
- c) Epidemic, famine;
- d) Strikes, boycotts or other forms of labour unrest interrupting supplies and services and the calling of vessels at the Port (excluding strikes or boycotts by employees, agents or representatives of an Affected Party, or its Contractor or attributable to any act or omission of any of them);
- e) Any failure or delay in performance by the Contractor, but only to the extent caused by another Force Majeure Event;
- f) Late delivery of machinery, equipment, material, spare parts or consumables for The Project but only to the extent caused by another Force Majeure Event; or
- g) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast / explosion, politically motivated sabotage or civil commotion.

**9.2 NOTICE OF FORCE MAJEURE EVENT**

- a) The Affected Party shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event ("**the Notice**") as soon as the same arises or as soon as reasonably practicable and in any event within Seven (7) Days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under this Agreement.
- b) The Notice shall inter-alia include full particulars of:
  - (i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;

  58



- (ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Affected Party's ability to perform its obligations or any of them under this Agreement;
  - (iii) the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage; and
  - (iv) any other relevant information.
- c) So long as the Affected Party continues to claim to be affected by a Force Majeure Event, it shall provide the other Party with periodic (fortnightly/Monthly) written reports containing the information called for by Article 9.2(b) and such other information as the other Party may reasonably request.

### 9.3 PERIOD OF FORCE MAJEURE

Period of Force Majeure shall mean the period from the time of occurrence specified in the Notice given by the Affected Party in respect of the Force Majeure Event until the earlier of:

- a) expiry of the period during which the Affected Party is excused from performance of its obligations in accordance with Article 9.4; or
- b) Termination of this Agreement pursuant to Article 9.7 hereof.

### 9.4 PERFORMANCE EXCUSED

The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under this Agreement as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the period shall not exceed One Hundred and Twenty (120) Days as provided under Article 9.7, unless the Parties mutually agree to extend the same, depending upon the nature of the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event. Provided further, nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

### 9.5 RESUMPTION OF PERFORMANCE

During the Period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

## 9.6 COSTS, REVISED TIMETABLE

### a) Costs

Each Party shall bear its costs, if any, incurred as a consequence of the Force Majeure Event.

### b) Extension of time/ period

The Affected Party shall be entitled to such extension of time as may be agreed upon for the performance of its obligation; provided however that, the extension of time shall not exceed the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the Licence Period by the Licensor in appropriate cases.

## 9.7 TERMINATION DUE TO FORCE MAJEURE EVENT

If the Period of Force Majeure continues, or in the reasonable judgement of the Parties, is likely to continue beyond a period of One Hundred and Twenty (120) Days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall, after the expiry of the said period of One Hundred and Twenty (120) Days, be entitled to terminate the Agreement in which event, the provisions of Article 11 and 12 shall apply, to the extent expressly made applicable.

\*\*\*

  60

**ARTICLE 10  
EVENTS OF DEFAULT**

**10.1 EVENTS OF DEFAULT**

Event of Default means the Licensee Event of Default or the Licensor Event of Default or both as the context may admit or require.

**a) The Licensee Event of Default**

The Licensee Event of Default means any of the following events unless such an event has occurred as a consequence of the Licensor Event of Default or a Force Majeure Event, or if such an event has been remedied under 10.1(c):

- (i) the Licensee's failure to perform or discharge any of its obligations in accordance with the provisions of this Agreement, other than those obligations for which specific remedy/consequence has been provided elsewhere in this Agreement;
- (ii) the Licensee's failure to perform or discharge any of its obligations under any other Transaction Documents, which has or is likely to have a Material Adverse Effect;
- (iii) the Licensee's failure to operate and maintain RGCT in terms of the Project Requirements;
- (iv) the Licensee's failure to commence the construction of ICTT in accordance with the provisions of this Agreement;
- (v) the Licensee's failure to start commercial operation of ICTT under the terms of this Agreement;
- (vi) the Licensee's failure to ensure minimum shareholding requirement specified in Article 7.1 (a) hereof;
- (vii) the Licensee has abandoned The Project;
- (viii) a default has occurred under any of the Financing Documents and any of the Lender(s) has recalled its Financial Assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them, as applicable;
- (ix) the Licensee's failure to operate and maintain ICTT in terms of the Project Requirements;
- (x) the Project Site is used by the Licensee for any purpose other than that stated under this Agreement, without prior written approval of the Licensor;

- (xi) the Licensee's failure to make any of the payments due to the Licensor in accordance with the provisions of this Agreement;
- (xii) any material representation made or warranties given by the Licensee under this Agreement is found to be false or misleading;
- (xiii) the Licensee passing a resolution for voluntary winding up;
- (xiv) appointment of a liquidator, provisional or otherwise, administrator, trustee or receiver of the whole or substantially whole of the undertaking of the Licensee by a court of competent jurisdiction in proceedings for winding up or any other legal proceedings;
- (xv) levy of an execution or distraint on the Licensee's assets which has or is likely to have Material Adverse Effect and such execution or distraint remaining in force for a period exceeding Ninety (90) Days;
- (xvi) amalgamation of the Licensee with any other company or reconstruction or transfer of the whole or part of the Licensee's undertaking. The Licensor may grant such approval if the Licensor is satisfied that amalgamated, reconstructed or transferee company, as the case may be, is capable of operating and maintaining Project Site and/or Project Facilities and Services. The decision of the Licensor shall be final and binding on the Licensee; or
- (xvii) the Licensee engaging or knowingly allowing any of its employees, agents, Contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law.

**b) The Licensor Event of Default**

The Licensor Event of Default means any of the following events, unless such an event has occurred as a consequence of the Licensee Event of Default or a Force Majeure Event, or if such an event has been remedied under 10.1(c):

- (i) the Licensor's failure to perform or discharge any of its obligations provided in this Agreement other than those obligations for which specific remedy/consequence has been provided elsewhere in this Agreement;
- (ii) any material representation made or warranties given by the Licensor under this Agreement is found to be false or misleading;
- (iii) appointment of a liquidator, provisional or otherwise, administrator or receiver of the whole or part of the Project Site and/or Project Facilities and Services in any legal proceedings initiated against the Licensor; or

(iv) the Licensor's failure to deliver vacant and peaceful possession of Project Site either partially or fully and/or Licensor's Equipment in accordance with this Agreement and/or levy of an execution or distraint on the Project Site and/or Licensor's Equipment in any proceedings against the Licensor which has or is likely to have Material Adverse Effect and such execution or distraint remaining in force for a period exceeding Ninety (90) Days.

**c) Confirmation of Event of Default**

For the purposes of this Agreement, any occurrence / event under Articles 10.1 (a) or 10.1 (b) will be considered as an Event of Default only if:

- (i) fifteen (15) Days have elapsed from the written intimation from the Party alleging the Event of Default to the other, that such event or occurrence has taken place;
- (ii) during the aforesaid fifteen (15) Days, the Party alleged to have committed an Event of Default has not demonstrated to the reasonable satisfaction of the other Party, steps that it has taken to address the situation that has arisen as a result of an event in Articles 10.1 (a) or 10.1 (b); and
- (iii) the Party alleging the Event of Default issues a notice to the other that item (ii) above has not been complied with.

**10.2 PARTIES RIGHTS**

- a) Subject to the provisions of Articles 10.3 and 10.4 below, upon the occurrence of the Licensee Event of Default, the Licensor shall, without prejudice to any other rights and remedies available to it under this Agreement, be entitled to terminate this Agreement.
- b) Subject to the provisions of Articles 10.3 and 10.4 below, upon the occurrence of the Licensor Event of Default, the Licensee shall, without prejudice to any other rights and remedies available to it under this Agreement, be entitled to terminate this Agreement.
- c) Parties may, subject to Article 3.8(C)(iii), upon the occurrence of a Licensor/ Licensee Event of Default (as the case may be) at their option, claim for the operational and financial consequences of such default.

Provided that, before proceeding to terminate this Agreement, the Party entitled to do so shall give due consideration and shall have due regard to the nature of the underlying Event of Default, its implication on the performance of the respective obligations of Parties under this Agreement and the circumstances in which the same has occurred.

 63

### 10.3 CONSULTATION NOTICE

Either Party exercising its right under Article 10.2, shall issue to the other Party, a notice in writing specifying in reasonable detail, the underlying Event of Default(s) and proposing consultation amongst the Parties and the Lenders to consider possible measures of curing or otherwise dealing with the underlying Event of Default ("Consultation Notice").

### 10.4 REMEDIAL PROCESS

Following the issue of Consultation Notice by either Party, within a period of Ninety (90) Days or such extended period as they may agree ("Remedial Period") the Parties shall, in consultation with the Lenders, endeavour to arrive at an agreement as to the manner of rectifying or remedying the underlying Event of Default, and shall accordingly permit the Defaulting Party to rectify or remedy the underlying Event of Default within the Remedial Period. Subject to the foregoing, if the underlying event is a Licensee Event of Default, the Parties shall in consultation with the Lenders endeavour to arrive at an agreement as to one or more of the following measures and/or such other measures, as may be considered appropriate by them in the attendant circumstances:

- a) the change of management or control/ownership of the Licensee;
- b) the replacement of the Licensee by a new operator ("Potential Licensee") proposed by either of them or the Lenders and consult among other things :
  - (i) the criteria for selection of the Potential Licensee;
  - (ii) the transfer of rights and obligations of the Licensee surviving under this Agreement to the Potential Licensee;
  - (iii) handing over/ transfer of the Project Site together with all the Project Facilities and Services comprised therein to the Potential Licensee;
  - (iv) taking over by the Potential Licensee of all the outstanding obligations of the Licensee under the Financing Documents and preserving Lenders' charge on the Licensee's assets; and
  - (v) taking over by the Potential Licensee of all liabilities to pay Royalty and other charges and balance outstanding dues, if any, due and payable by the Licensee to the Licensor under this Agreement.

### 10.5 OBLIGATIONS DURING REMEDIAL PERIOD

During the Remedial Period, the Parties shall continue to perform their respective obligations under this Agreement, which are capable of being performed, failing which the Party in breach shall be liable to compensate the other Party for any loss or damage occasioned or suffered as a result of breach of this Agreement.



**10.6 REVOCATION OF CONSULTATION NOTICE**

If during the Remedial Period, the underlying Event of Default is either cured or waived, the Consultation Notice shall be withdrawn by the Party who has issued the same.

**10.7 TERMINATION DUE TO EVENTS OF DEFAULT**

If, before the expiry of the Remedial Period, the underlying Event of Default is neither cured nor waived nor the Parties and the Lenders have agreed upon any of the measures in accordance with Article 10.4, the Party issuing the Consultation Notice shall have the right to terminate this Agreement, in which event, the provisions of Articles 11 and 12 shall apply, to the extent applicable.

\*\*\*

**ARTICLE 11**  
**TERMINATION OF THE LICENCE/AGREEMENT**

**11.1 TERMINATION PROCEDURE**

The Party or either Party, as the case may be, entitled to terminate this Agreement on account of a Force Majeure Event, an Event of Default or non-fulfillment of Conditions Precedent, shall do so by issue of a notice in writing ("Termination Notice") to the other Party and simultaneously deliver a copy thereof to the Lenders. The Termination Notice shall be of not less than Ninety (90) Days and not ordinarily be more than One Hundred and Eighty (180) Days, ("Termination Period") and at the expiry of the Termination Period, this Agreement shall stand terminated and the consequences of such Termination shall follow.

**11.2 OBLIGATIONS DURING TERMINATION PERIOD**

During Termination Period, the Parties shall, subject where applicable to the provisions of Article 9, continue to perform such of their respective obligations under this Agreement, which are capable of being performed with the object, as far as possible, of ensuring continued availability of the Project Facilities and Services to the users, failing which the Party in breach shall be liable to compensate the other Party for any loss or damage occasioned or suffered on account of breach of conditions of this Agreement.

**11.3 REQUISITION**

Upon issue or receipt as the case may be, of Termination Notice as a consequence of a Force Majeure Event, an Event of Default, or non-fulfillment of Conditions Precedent, the Licensor shall by a notice in writing ("Requisition") call upon the Licensee to furnish the following information to enable the Licensor to estimate the likely compensation payable by the Licensor to the Licensee and/or to finalise the items of the Licensee's assets comprised in the Project Facilities and Services to be handed over to/taken over by the Licensor:

- a) the particulars of Debt Due supported by Lenders' certificate;
- b) data /records (to be specified by the Licensor) regarding the operation and maintenance of the Project Facilities and Services; and
- c) any other information/records (to be specified by the Licensor) regarding the Licensee, its business, assets and liabilities.

The Licensee shall, within a period of Twenty One (21) Days of receipt of Requisition, furnish the information/particulars called for by the Licensor.

 66



#### 11.4 CONDITION SURVEY

- a) The Licensee agrees that on the service of a Termination Notice, it shall conduct or cause to be conducted jointly with the Licensor, a condition survey of the Project Site and/or Project Facilities and Services in or over the Project Site to ascertain the condition thereof and/or verifying compliance with the Licensee's obligations under this Agreement and to prepare an inventory of the assets comprised in or at the Project Site and/or Project Facilities and Services.
- b) If, as a result of the joint condition survey, it is observed/noticed that the Project Site and/or the Project Facilities and Services or any part thereof have/has not been operated and maintained in accordance with the requirements there for under this Agreement (normal wear and tear excepted), the Licensee shall, at its cost and expenses, take all necessary steps to put the same in good working condition well before the Transfer Date.
- c) In the event the Licensee fails to carry out the condition survey and/or inventory and/or fails to take necessary steps to put the Project Site and/or Project Facilities and Services in good working condition, the Licensor may itself cause to be conducted the condition survey and/or inventory of and/or put the Project Site and/or the Project Facilities and Services in good working condition. The Licensee shall be liable to pay to the Licensor all costs incurred in conducting such survey and/or inventory and/or putting the Project Site and/or Project Facilities and Services in good working condition.

#### 11.5 CONSEQUENCES OF TERMINATION

Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon Termination of the Licence due to non-fulfillment of Conditions Precedent or a Force Majeure Event or an Event of Default:

- a) **Transfer of Assets**
  - (i) On the Transfer Date, the Licensee shall, subject to the provisions of this Agreement:
    - (a) handover/surrender vacant and peaceful possession of the Project Site to the Licensor free of cost;
    - (b) transfer all its rights, title and interest in or over the tangible assets comprised in the Project Facilities and Services (including Movable Assets which the Licensor agrees to take over) to the Licensor, and execute such deeds and documents as may be necessary for the purpose, and complete all legal or other formalities required in this regard;

- (c) hand over to the Licensor all documents including as built drawings, manuals and reports relating to operation and maintenance of the Project Facilities; and
  - (d) transfer technology and upto date know-how relating to operation and maintenance of the Licensor's assets and/or the Project Facilities and Services.
- (ii) Subject to the provisions of this Agreement, on the Transfer Date, the Licensor shall pay to the Licensee the compensation, as the case may be, in accordance with the provisions of Article 12.
  - (iii) Upon commencement of Termination Period, the Licensor and the Licensee shall promptly agree upon the modalities and take all necessary steps to complete the aforesaid process of transfer of assets and payment of compensation, as the case may be, on the Transfer Date. Within Thirty (30) Days, the Licensor shall furnish to the Licensee, the list of Movable Assets belonging to the Licensee, which are proposed to be taken over by the Licensor as per the terms of this Agreement. During this period, the designated key personnel of the Licensor shall be associated with the operations of the Project Facilities and Services (except when the same is impossible due to a Force Majeure Event) in order to facilitate smooth take over of the same by the Licensor on the Transfer Date. Transfer cost shall be borne by: (a) the Licensee, in case the Termination is due to Licensee Event of Default; (b) the Parties equally, in case the Termination is due to Force Majeure Event; and (c) the Licensor, in all other cases of Termination.

b) **Project Contracts**

The Licensee shall at its costs, charges and expenses, transfer/assign such of the Project Contracts, which the Licensor may require to be transferred in its favour. The Licensee shall entirely at its cost, terminate all such Project Contracts which are not transferred/assigned to the Licensor. Provided, if the termination is on account of the Licensor Event of Default, the Licensor shall compensate the Licensee to the extent of the termination payments, if any, made or to be made by the Licensee to the counter parties to such Project Contracts.

c) **Applicable Permits**

The Licensee shall transfer to the Licensor, all such Applicable Permits which the Licensor may require and which can be legally transferred. Provided, if the termination is on account of Licensee Event of Default, the cost of such transfer shall be borne by the Licensee and in all other cases, it shall be borne/re-imbursed by the Licensor.

A handwritten signature in black ink, appearing to be 'M', is located at the bottom center of the page. To its left is a small, dark scribble or mark.

d) **Guarantees**

The Licensor shall be entitled to encash any subsisting Performance Guarantee provided by the Licensee, if the termination is on account of a Licensee Event of Default.

\*\*\*

 69

**ARTICLE 12**  
**COMPENSATION ON TERMINATION**

**12.1 COMPENSATION**

**a) Termination due to Force Majeure Event**

If the Termination is due to a Force Majeure Event, compensation payable to the Licensee shall be the aggregate Fair Value, as determined by the Expert, being a reputed valuer, of: (i) the tangible assets forming part of, fixed or attached to the ground, created, installed or provided by the Licensee and comprised in the Project Facilities and Services, including cargo handling equipment, which in the reasonable judgement of the said Expert are capable of being put to use and utilised by the Licensor; and (ii) the Movable Assets which the Licensor agrees to take over, LESS the amounts, if any, due to the Licensor from the Licensee under the provisions of this Agreement.

Provided that, the compensation shall in no event include the value of the portion of any asset affected by Force Majeure Event, to the extent of the insurance claim received or admitted.

**b) Termination due to Licensee Event of Default**

If the Termination due to a Licensee Event of Default is before the Date of Commencement of Construction Works, no compensation would be payable to the Licensee.

If the Termination due to a Licensee Event of Default is after the Date of Commencement of Construction Works, the compensation payable by the Licensor to the Licensee shall be the lower of:

(i) the aggregate Fair Value, as determined by the Expert, being a reputed valuer, of: (a) tangible assets, fixed or attached to the ground forming part of assets, acquired, created, installed or provided by the Licensee and comprised in the Project Facilities and Services, including the cargo handling equipment, which in the reasonable judgment of the said Expert are capable of being put to use and utilized by the Licensor; and (b) the Movable Assets which the Licensor agrees to take over, LESS the amounts, if any, due to the Licensor from the Licensee under the provisions of this Agreement; and

(ii) the Debt Due as ascertained on scrutiny.

**c) Termination due to Licensor Event of Default**

If the Termination due to a Licensor Event of Default is before the Date of Commencement of Construction Works, the compensation payable by the Licensor to the Licensee shall be the aggregate of: (a) Fair Value as

 70

determined by the Expert, being a reputed valuer, of: (1) the tangible assets, fixed or attached to the ground forming part of assets, acquired/created/installed or provided by the Licensee and comprised in the Project Facilities and Services, including the cargo handling equipment which in the reasonable judgement of the said Expert, are capable of being put to use and utilized by the Licensor at RGCT; and (2) the Movable Assets of the Licensee at RGCT which are taken over by the Licensor; and (b) any liability to be incurred or any compensation to be paid to any third party, including employees, by the Licensee as a result of direct consequence of Licensor's Default, as assessed by the Expert, LESS the amounts, if any, due to the Licensor from the Licensee under the provisions of this Agreement.

If the Termination due to a Licensor Event of Default is after the Date of Commencement of Construction Works, the compensation payable by the Licensor shall be the aggregate of the Debt Due as ascertained on scrutiny and the value as determined by an independent Expert (on the basis that the Licensee is a going concern, but limited to the unexhausted / unexpired Licence Period), of the aggregate equity shares of the Licensee, LESS amounts, if any, due to the Licensor from the Licensee under the provisions of this Agreement.

**d) Termination due to non-fulfillment of Conditions Precedent**

On Termination due to non-fulfillment of Conditions Precedent, compensation payable by the Licensor to the Licensee shall be the aggregate Fair Value as determined by the Expert, being a reputed valuer, of: (1) the tangible assets, fixed or attached to the ground forming part of assets, acquired/created/installed or provided by the Licensee and comprised in the Project Facilities and Services, including the cargo handling equipment, which in the reasonable judgement of the said Expert are capable of being put to use and utilized by the Licensor at RGCT; and (2) the Movable Assets of the Licensee at RGCT which are taken over by the Licensor, LESS amounts, if any, due to the Licensor from the Licensee under the provisions of this Agreement.

In the event that the compensation payable in terms of the preceding clauses (a), (b), (c) and (d) above is negative, the same shall be recoverable by the Licensor from the Licensee.

**12.2 PAYMENT OF COMPENSATION TO LENDERS**

The Licensee hereby irrevocably authorises the Licensor to pay to the Lenders, or at their instruction to any designated bank account in India, the compensation payable to the Licensee. The Licensee confirms that upon such payment being made, the Licensor shall stand duly discharged of its obligations regarding payment of compensation under this Agreement and the charge created by the Licensee in favour of the Lenders on any of its assets agreed to be taken over by the Licensor shall stand satisfied and all such assets shall, on and from the Transfer Date be free from such charge. The Licensee further confirms that payment of compensation by Licensor in accordance with this Article 12.2 shall

be a valid discharge to the Licensor in respect of the Licensor's obligation regarding payment of compensation to the Licensee under this Agreement.

Provided, notwithstanding anything inconsistent contained in this Agreement, the Licensee/the Lenders, as the case may be, shall be entitled to remove at its/ their cost, all such Movable Assets which are not taken over by the Licensor and to deal with the same in accordance with their respective rights under law.

Provided further, if the compensation amount payable to the Licensee is higher than the amount outstanding under the Financing Documents, the compensation amount in excess of the amount outstanding under the Financing Documents shall be paid by the Licensor to the Licensee directly, on production of a certificate from the Lenders regarding the amount outstanding under the Financing Documents.

### 12.3 DELAYED PAYMENT OF COMPENSATION

If, for any reasons other than those attributable to the Licensee, the Licensor fails to pay the compensation on the Transfer Date, the Licensor shall be liable to pay interest at One point Two Five percent (1.25%) per Month or part thereof, from the Transfer Date till payment thereof. Provided, nothing contained in this Article shall be deemed to authorise any delay in payment of compensation in accordance with this Agreement.

### 12.4 DELAYED TRANSFER OF ASSETS

If, for any reasons other than those attributable to the Licensor or an Event of Force Majeure, the Licensee fails to transfer assets, rights and contracts on the Transfer Date in accordance with Article 11.5 read with Article 13, there shall be no suspension of the operation and maintenance of the Project Facilities and Services and the Licensee shall, as agent of the Licensor: (a) continue to operate and maintain the Project Facilities and Services until completion of the related transfer formalities; and (b) account for and pay to the Licensor, the revenue net of operating costs and statutory dues, from such operations. In the event of failure to do so, the Licensee shall be liable to pay to the Licensor, for every Day of delay, liquidated damages computed at the rate of the average daily profit after tax earned during the Three (3) years immediately preceding the Transfer Date. Provided, nothing contained in this Article 12.4 shall be deemed or construed to authorise delay in transfer of assets, rights and contracts by the Licensee to the Licensor in accordance with the requirements thereof under this Agreement.

In case the transfer of assets by the Licensee to the Licensor is delayed for reasons attributable to the Licensor, the Licensee shall nonetheless continue to operate the Project Facilities and Services as reasonably possible under the circumstances, but as agent of the Licensor. Provided however, the Licensee shall not be liable to pay any liquidated damages and shall continue to share the Gross Revenue from the operation at the same percentage as mentioned in Article 5.2.

\*  72

**12.5 REMEDIES CUMULATIVE**

The exercise of right by either Party to terminate this Agreement as provided herein, shall not preclude such Party from availing any other rights or remedies that may be available to it under law. All remedies available to the Parties shall be cumulative and the exercise or failure thereof of one or more remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party.

\*\*\*



**ARTICLE 13**  
**TRANSFER ON EXPIRY OF THE LICENCE PERIOD**

**13.1 GENERAL SCOPE OF TRANSFER/PAYMENT**

The Parties shall at least Five (5) Months prior to the expiry of the Licence Period, promptly agree upon the modalities and take all necessary steps to complete the process of transfer of assets and payment of compensation, as the case may be, on the Transfer Date.

The Parties shall perform/discharge their respective obligations to be performed or discharged under the provisions of this Agreement on the Transfer Date in entirety, unless otherwise provided in this Agreement. Without prejudice to the generality of this provision, the transactions to be consummated and the formalities to be completed by the Parties on the Transfer Date shall be as set out in Articles 13.2 and 13.3.

On expiry of the Licence Period, the compensation payable by the Licensor to the Licensee shall be the Fair Value as determined by the Expert, being a reputed valuer, of the Movable Assets which the Licensor agrees to take over, LESS any amount due to the Licensor from the Licensee under this Agreement.

**13.2 LICENSEE'S OBLIGATIONS**

The Licensee shall:

- a) hand over vacant and peaceful possession of the Project Site together with all fixed assets forming part of the Project Facilities to the Licensor free of cost and free from all encumbrances;
- b) transfer all its rights, titles and interests in the assets comprised in the Project Facilities and Services which are required to be transferred to the Licensor in accordance with this Agreement, and execute such deeds and documents as may be necessary for the purpose; and complete all legal or other formalities required in this regard;
- c) hand over to the Licensor all documents including as built drawings, manuals and records relating to operation and maintenance of the Project Facilities and Services;
- d) transfer technology and up-to-date know-how relating to operation and maintenance of the Project Site and/or the Project Facilities and Services;
- e) transfer or cause to be transferred to the Licensor, any Project Contracts which are: (i) valid and subsisting; (ii) capable of being transferred to the Licensor; and (iii) those the Licensor has chosen to take over, and cancel or cause to be cancelled such Project Contracts not transferred to the Licensor; and

  74



- f) at its cost, remove from the Project Site all such Movable Assets which are not taken over by or transferred to the Licensor not later than Six (6) Months from the date of expiry of Licence Period.

### 13.3 LICENSOR'S OBLIGATIONS

The Licensor shall:

- a) at least Four (4) Months prior to the expiry of the Licence Period, furnish to the Licensee, a list of Movable Assets belonging to the Licensee which are proposed to be taken over by the Licensor as per the terms of this Agreement;
- b) pay compensation payable to the Licensee in accordance with the provisions of this Agreement, to the Lenders or at their instructions, to any designated bank account in India, or to the Licensee, as the case may be. Provided that, the compensation amount payable to the Licensee is higher than the amount outstanding under the Financing Documents, the compensation amount in excess of the amount outstanding under the Financing Documents shall be paid by the Licensor to the Licensee directly, on production of a certificate from the Lenders regarding the amount outstanding under the Financing Documents; and
- c) bear all transfer costs such as stamp duty, registration charges and any other statutory charges that may be levied on account of transfer of facilities for both RGCT and ICTT.

\*\*\*

**ARTICLE 14  
EARLY DETERMINATION**

**14.1 EARLY DETERMINATION**

Notwithstanding that none of the events specified in Article 9 or Article 10 has occurred or that the Licensee has been discharging its obligations in accordance with this Agreement, the Licensor shall, subject to the provisions of the following Articles 14.2 and 14.3, have the right to determine the Licence/this Agreement earlier than the Licence Period specified in Article 2.2 ("Early Determination") for reasons of national security, national emergency or general public interest.

**14.2 NOTICE OF EARLY DETERMINATION**

The Licensor shall issue a written notice of not less than Three (3) Months of the intended Early Determination to the Licensee, specifying therein in reasonable detail, the reasons for the Early Determination and also expressing its readiness to take over whole of the Licensee's undertaking, in accordance with the provisions of Article 14.3.

**14.3 TAKE OVER OF ASSETS AND LIABILITIES**

- a) On or before the expiry of the period of notice of intended Early Determination issued by the Licensor pursuant to Article 14.2, the Licensor shall pay for and acquire the whole of the undertaking, assets and liabilities of the Licensee at a price equal to the aggregate of: (i) the value as determined by an independent Expert (on the basis that the Licensee is a going concern, but limited to the unexhausted / unexpired Licence Period), of the aggregate equity shares of the Licensee; and (ii) the Termination payments, if any, payable by the Licensee to the counter parties to the Project Contracts, LESS amounts, if any, due to the Licensor from the Licensee under this Agreement. In the event that the compensation payable above is negative, the same shall be recoverable by the Licensor from the Licensee.
- b) The payment to the Lenders of the amount of the Debt Due (pursuant to take-over of liabilities) and to the Licensee of the price determined by the independent Expert in accordance with the preceding clause (a), shall be made simultaneously on or before the expiry of the period of notice of intended Early Determination. It shall, however, be open to the Licensor to enter into any other arrangement with the Lenders for payment of the Debt Due on mutually agreed terms.
- c) The Licensee shall hand over/transfer vacant, unencumbered and peaceful possession of the Project Site and the Project Facilities and Services. The Licensee shall also: (i) deliver to the Licensor the documents, manuals and records referred to in Article 13.2 (c); (ii) transfer technology and up-to-date know-how as per Article 13.2(d); and (iii) transfer/cause to be transferred Project Contracts in accordance with

Article 13.2(c), and comply with all the formalities in connection therewith. The cost of such transfer shall be borne by the Licensor.

#### 14.4 EARLY DETERMINATION DUE TO GOVERNMENTAL ACTION

- a) If due to any governmental action, including but not limited to expropriation or nationalisation of the Project/ Project Facility ("**Governmental Action**"), this Agreement is frustrated or rendered illegal or impossible of being performed in accordance with the provisions hereof, this Agreement shall be deemed to be determined on and from the date the Governmental Action is implemented, enforced or given effect to.
- b) Upon determination of this Agreement pursuant to the preceding clause (a), the Licensee shall be entitled to receive from the Licensor, compensation as provided in Article 12.1(c). Such compensation shall be paid to the Licensee within One Hundred and Eighty (180) Days from the date this Agreement is deemed to be determined. The provisions of Articles 12.2 and 12.3 shall, to the extent relevant, apply to the compensation payable by the Licensor to the Licensee pursuant to this clause (b).
- c) Upon payment of compensation to the Licensee in accordance with the provisions of the preceding clause (b), the Licensor shall be entitled to receive from the Government the compensation, if any, awarded by the Government consequent to Governmental Action and to appropriate the same. The Licensee agrees and undertakes that in such an event, it shall assign all its rights, title and interest in the amount, if any, receivable by it from the Government Authority in favour of the Licensor, to enable the Licensor to receive the amount in its name directly from the Government.

\*\*\*

**ARTICLE 15  
DISPUTE RESOLUTION**

**15.1 AMICABLE SETTLEMENT**

If any dispute or difference or claims of any kind arises between the Licensor and the Licensee in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether during the Licence Period or on expiry thereof, whether before or after the Termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

**15.2 ASSISTANCE OF EXPERT**

The Parties may, in appropriate cases, agree to refer the matter to an Expert appointed by them with mutual consent. The Parties may agree to abide by the decision/opinion of the Expert, subject to Article 15.3. The cost of obtaining the service of the Expert shall be shared equally.

**15.3 ARBITRATION**

**a) Arbitrators**

Failing amicable settlement and/or settlement with the assistance of Expert, the dispute or differences or claims, as the case may be, shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitration shall be by a panel of three Arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators appointed by the Parties. A Party requiring Arbitration shall appoint an Arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its Arbitrator. If the other Party fails to appoint its Arbitrator, the Party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996.

**b) Place of Arbitration**

The place of Arbitration shall be Mumbai.

**c) English Language**

The request for Arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

  78

**d) Procedure**

The procedure to be followed within the Arbitration, including appointment of Arbitrator / Arbitral Tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

**e) Enforcement of Award**

Any decision or award resulting from Arbitration shall be final and binding upon the Parties. The Parties hereto, hereby waive, to the extent permitted by law, any rights to appeal or to review of such Award by any court or tribunal. The Parties hereto, agree that the Arbitral Award may be enforced against the Parties to the Arbitration proceeding or their assets, wherever they may be found, and that a judgement upon the Arbitral Award may be entered in any court having jurisdiction thereof.

**f) Fees and Expenses**

The fees and expenses of the Arbitrators and all other expenses of the Arbitration shall be initially borne and paid by respective Parties, subject to determination by the Arbitrators. The Arbitrators may provide in the Arbitral Award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the Arbitration claim, including legal fees and expenses incurred by such Party.

**g) Performance during Arbitration**

Pending the submission of and/or decision on a dispute, difference or claim or until the Arbitral Award is published, the Parties shall continue to perform all of their obligations under this Agreement, without prejudice to a final adjustment in accordance with such Award.

**h) Related Parties Disputes**

If any dispute arises between the Parties hereto and any other person, and such dispute has an effect on this Agreement, then the Parties agree that such dispute shall be determined by the Arbitrators appointed under clause (a) above contemporaneously with the determination of the dispute between the Parties. Provided that, such an enabling provision is included in the contracts/ arrangements with such other persons.

\*\*\*

**ARTICLE 16**  
**REPRESENTATIONS AND WARRANTIES**

**16.1 MUTUAL REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants to the other Party that:

- a) it is duly organised, validly existing and in good standing under the laws of the jurisdiction of its incorporation/establishment;
- b) it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- c) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
- d) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof; and
- e) there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement.

**16.2 WAIVER OF SOVEREIGN IMMUNITY**

Each Party hereto unconditionally and irrevocably:

- a) agrees that the execution, delivery and performance by it of this Agreement and all other agreements, contracts, documents and writings relating to this Agreement, constitute private and commercial acts and not public or governmental acts;
- b) agrees that should any proceedings be brought against it or its assets, other than the assets protected by the diplomatic and consular privileges under the Foreign Sovereign Immunities Act or any analogous legislation ("**Exempted Assets**") in any jurisdiction, in relation to this Agreement or any transaction contemplated by this Agreement, no immunity, sovereign or otherwise from such proceedings, execution, attachment or other legal process shall be claimed by or on behalf of itself or with respect to any of its assets (other than the Exempted Assets); and
- c) consents generally in respect of the enforcement of any judgement against it in any proceedings in any jurisdiction to the giving of any relief or the issue of any process in connection with such proceedings, including without limitation, the making, enforcement or execution against or in respect of any property irrespective of its use, subject to clause (b) above.

### 16.3 RECOGNITION OF LENDERS' RIGHTS

The Parties recognise and acknowledge that the Lenders, while considering Financial Assistance, would rely on the provisions of this Agreement, in particular those which are intended to confer certain interests and benefits on them in consideration of their providing Financial Assistance. Accordingly, the Lenders are deemed to be beneficiaries under this Agreement. In any legal /Arbitral proceedings involving any issue, the outcome whereof is likely to affect their interests/benefits, the Lenders shall, at their option, be deemed to be necessary parties.

\*\*\*

**ARTICLE 17  
MISCELLANEOUS PROVISIONS**

**17.1 DATUM**

The datum to which all levels shall be referred for the purpose of The Project is The Port Chart Datum (0.000) which is 0.582 m below mean sea level.

**17.2 SURVIVAL OF OBLIGATIONS**

Any cause or action which may have occurred in favour of either Party or any right which is vested in either Party under any of the provisions of this Agreement, during the Licence Period, as the case may be, as a result of any act, omission, deed, matter or thing done or omitted to be done by either Party before the expiry of the Licence Period by efflux of time or otherwise in accordance with the provisions of this Agreement, shall survive the expiry of the Licence Period/Termination of this Agreement.

**17.3 ARTICLES TO SURVIVE TERMINATION**

The provisions of Articles 11 to 16 shall, to the fullest extent necessary to give effect thereto, survive the Licence Period / the Termination of this Agreement and the obligations of Parties to be performed / discharged following the Termination/ Early Determination of this Agreement, shall accordingly be performed / discharged by the Parties.

**17.4 RISK**

Until transfer in accordance with Articles 11, 13 or 14, the Project Site, and the Project Facilities and Services shall remain at the sole risk of the Licensee, except for any loss or damage caused to or suffered by the Licensee due to any act or omission or negligence on the part of the Licensor under this Agreement.

**17.5 JOINT RESPONSIBILITY**

In the event that any damage is caused in part only due to the negligence or default or omission on the part of the Licensor and in part only due to the negligence or default or omission on the part of the Licensee, each Party shall be liable to the other Party only in proportion to its respective degree of negligence or default or omission, as the case may be.

**17.6 SEVERAL OBLIGATIONS**

Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency or joint venture among the Parties and the Parties shall be liable to perform their respective duties and discharge their respective liabilities or obligations in accordance with the provisions of this Agreement.



**17.7 SEPARABILITY**

If, for any reason whatsoever, any provision or any part(s) of this Agreement is held or shall be declared to be void or illegal or invalid under present or future laws or regulations, effective and applicable during the Licence Period, by any competent Arbitral Tribunal or court, such provisions shall be fully separable and this Licence shall be constructed as if such provision or such part(s) of this Agreement never comprised part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such void or illegal or invalid provision or by its severance from this Agreement.

**17.8 NOTICES**

Unless otherwise stated, notices to be given under this Agreement, including but not limited to, a notice of waiver of any term or related term or breach of any term of this Agreement shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

The Licensor:

CHAIRMAN  
COCHIN PORT TRUST  
WILLINGDON ISLAND  
KOCHI, KERALA  
INDIA - 682 009

Fax No: + 91 484 2668163

The Licensee:

THE MANAGING DIRECTOR  
INDIA GATEWAY TERMINAL PRIVATE LIMITED  
P.O. 525, SUBRAMANIAM ROAD  
WILLINGDON ISLAND  
KOCHI, KERALA  
INDIA - 682 003.

Fax No. +91 484 2668085

or such other address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered: (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address; and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.



**17.9 WAIVER**

No waiver of any term or condition or of the breach thereof by any Party shall be valid, unless expressed in writing and signed by such Party and communicated by such Party to the other Party, in accordance with the provisions of Article 17.8 of this Agreement. A waiver by any Party of any term or condition or breach thereof in a given case shall not be deemed or construed as a general waiver of such term or condition or the breach in the future, or waiver of any other terms or conditions or breach of this Agreement.

**17.10 AMENDMENTS, MODIFICATIONS ETC.**

No amendments, modifications or alterations of or any additions to the terms and conditions of this Agreement shall be valid unless the same be in writing and agreed to by the Parties.

**17.11 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

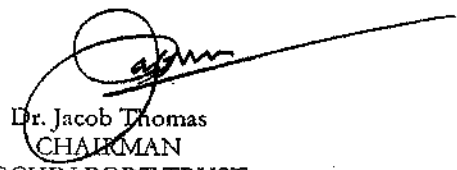
**17.12 COUNTERPARTS**

This Agreement shall be executed in two counterparts, each of which, when executed and delivered, will be an original, and both counterparts together shall constitute one and the same instrument.

\*\*\*

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.



  
Dr. Jacob Thomas  
CHAIRMAN  
COCHIN PORT TRUST

For and on behalf of the  
BOARD OF TRUSTEES OF COCHIN PORT  
TRUST

(Seal)



Mr. S. Mohammed Sharaf  
CHAIRMAN

For and on behalf of  
INDIA GATEWAY TERMINAL PRIVATE  
LIMITED

(Seal)

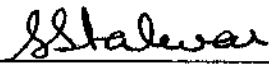


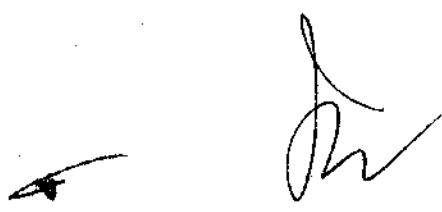
Witnesses:

1.

  
J. KARTHIKEYAN  
CHIEF ENGINEER  
COCHIN PORT TRUST

2.

  
SUJJAIN TALWAR,  
SOLICITOR & ADVOCATE  
(DIRECTOR )  
INDIA GATEWAY TERMINAL PRIVATE LIMITED



## APPENDIX - I THE PROJECT

Cochin Port ("The Port"), an all weather port, is strategically located adjacent to the sea route to Australia and the Far East, from Europe. Cochin is directly connected to a large part of the Indian sub-continent by Railway and National Highway networks. It is therefore envisaged that The Port be established as a Hub Port. A layout of the Cochin Port is as in Drawing No. 9455-05-2003- Rev(0) (Appendix -12).

The Project envisages development of The Port as a Hub Port, and for the purpose thereof, implement projects contemplating:

- (a) management, operation and development of Berths Q8 and Q9 [Total length - Four Hundred and Fourteen Metres (414 m)] constituting the Rajeev Gandhi Container Terminal (RGCT), located at Willingdon Island, in terms of the Licence Agreement and for that purpose, carrying out all such works and providing, operating and maintaining all such equipment as may be required ("**RGCT Project**"); and
- (b) development, design, financing, construction, equipment operation and maintenance of an International Container Transshipment Terminal (ICTT) at the ICTT Project Site and provision of the Project Facilities and Services that are required to be provided therein, in accordance with the Licence Agreement ("**ICTT Project**").

\*\*\*



APPENDIX - 2  
MEMORANDUM OF UNDERSTANDING

DELETED

AS



**APPENDIX- 3A (I)**  
**ICTT PROJECT SITE**

The ICTT Project Site being licensed to the Licensee for the purpose of ICTT Project, is as under:

**1. Proposed site at Vallarpadam**

- (i) The ICTT Project Site, including a water frontage for the berth length for Phase I of ICTT **plus** about One Hundred metres (100m), will be made available to be taken over by the Licensee, not later than Six (6) Months prior to the estimated Date of Commencement of Construction Works. Additional water frontage will be made available in stages as required by the Licensee according to the traffic growth on the southern and western sides (Vypeen side) of Vallarpadam. The total waterfront that will be made available on the southern side is about One Thousand and Two Hundred metres (1200 m) and on the western side is about Six Hundred metres (600 m).
- (ii) Sixty (60) hectares of land area will be made available at nominal rate as detailed in Article 5.3 (c) (i) for the terminal development and this area will be handed over in stages as per the requirement of the Licensee. Further, Ten (10) hectares of land area will be made available according to the requirement at the concessional rate as detailed in Article 5.3 (c) (ii). For the terminal development of Phase I of ICTT, Thirty (30) hectares of land area will be initially handed over to the Licensee. In case more area is required by the Licensee for the terminal development at the Phase I of ICTT, it will be made available subject to substantiating the requirement by the Licensee with details on the proposed development. The areas as detailed above for the terminal development are exclusive of the area for berth construction and for the development of the railway sidings, but it is inclusive of the area required for the development of CIS facilities.
- (iii) In case the berth is located along shore, the land area equivalent to [berth length in metres **plus** One Hundred metres (100m)] x Sixty metres (60m) will be made available at the nominal rate as detailed in Article 5.3 (c) (iii).
- (iv) Land area contiguous to the terminal area of ICTT for railway sidings and associated requirements (including container storage yard) will be made available at the nominal rate as detailed in Article 5.3(c)(iv).

Alternative location of Puthuvypeen can also be considered for establishing ICTT.

\*\*\*

**APPENDIX- 3A (II)**  
**RGCT PROJECT SITE AND ASSETS**

1. The RGCT Project Site and assets being licensed to the Licensee are as under:
- (a) Berth of 414 m length.
  - (b) Container Parking Yard comprising of 936 ground slots in 6 blocks for stacking containers under the Rubber Tyred Gantry (RTG).
  - (c) Reefer Yard with 111 Plug Points.(including 24 Nos. under RTG)
  - (d) Hard surfaced area for loaded containers of about 8000 sq.m (146 slots), operating with Reach Stackers.
  - (e) All the other surfaced area in the Terminal for using as stacking area for empty containers, vehicle parking area, etc.
  - (f) Buildings - First Floor of Glass House, Container Terminal Office (Old D.B.Khona Building), Workshop Building, Office building and Rest Room building.
  - (g) Fuel filling station.
  - (h) Security facilities comprising of security compound wall and 1 No gatehouse.
  - (i) Power supply for terminal operations at RGCT.

Power as described below shall be supplied to the Licensee for the terminal operation:

- 1. Power supply for Quay Cranes from Substation No. Q9 HT energy meter to be provided on two 11KV panels for measuring the energy consumption. Two 11 KV/3.3 KV, 2000 KVA transformers and its down stream switch gears, fixtures, cables and all connected equipment shall be under the Licensee's control. The existing Low Tension panel for the area lighting and building lighting shall also be given to the Licensee and an energy meter is to be fixed on the same for measuring the energy consumption.
- 2. Power supply for Reefer plugs from Substation No.Q8. HT energy meter to be fixed on two 11 KV panel for measuring the energy consumption. Two 11 KV/433 Volts, 800 KVA transformers, one 433V/208V transformer and all the down stream switch gears, fixtures, cables and other connected equipment shall be under the Licensee's control.
- 3. A 415V, 3 phase power supply from outside the terminal to the Fuel pumping station, ABC office and adjacent lighting tower after fixing an energy meter.

The Licensee shall bear the cost of providing energy meters at all the above supply points for measuring the energy consumption. The Licensor before handing over RGCT, shall do all the modifications needed to segregate the existing feeding to other private parties from the above mentioned systems. The power consumed by the Licensee shall be charged as per the prevailing Electricity Tariff of Cochin Port Trust as set out in Appendix -5B.

Transformers of capacity

- a. 2000 KVA – 2 nos.
- b. 800 KVA – 2 nos.
- c. 250 KVA – 1 no.

16 lighting towers with light fittings for Area lighting.

(j) Telecommunication Facilities

- 1. BSNL Telephone without STD facility : 4 nos.
- 2. Cochin Port Trust EPABX extensions along with cables and other connected equipment like junction boxes : 26 nos.

(k) Computer Facilities

Connectivity with Main EDP Centre of Cochin Port Trust and the Server at Customs through Fibre Optic Cable.

**2. Demarcation of RGCT Area**

The RGCT area is contiguous to the Q7 area. A temporary barricade as shown in the Drawing No. 9455-04-03-Rev(1) (Appendix – 10) shall be provided by the Licensee to clearly demarcate the RGCT area, which will be handed over to the Licensor. In case of any eventuality such as fire, etc., the Licensor shall be free to remove this barricade for facilitating easy rescue operations.

**3. Additional Land at RGCT Area**

Additional land area required for augmentation of the terminal facilities will be made available contiguous to the existing Terminal, on Licence basis. The handing over of the area will be made according to the Licensee's requirement, which may be commensurate with the traffic build up. The existing structures on the land will be removed upto the ground level by the Licensor at their cost, and further dismantling and development of the area for the assigned purpose, including providing security compound wall, shall be done at the Licensee's cost. In respect of the existing utility and service facilities such as drainage system, water supply, power supply, communication facilities etc., works connected with its diversion or modifications required for retaining it in the area without hampering the utilization of the land by the Licensee shall be arranged and done by the Licensor, at their cost.

**4. Additional Length of existing berth**

Additional length of existing berth up to a maximum of One Hundred and Fifty Eight point Five metres (158.5 m) with backup area upto Fifty metres (50 m) from the water frontage line, contiguous to RGCT will be made available at the

 90



rate specified in Article 5.3 (b), for the augmentation of the terminal facilities, within Three (3) Months from the Date of Award of Licence. The designed dredged depth of the structures of this additional length of berth is Nine point Seven Five metres (9.75m) below the Chart Datum. For further deepening or for the erection of Quay Gantry crane(s), strengthening/modification of the retaining system and decking are required.

\*\*\*

**APPENDIX -3B  
LICENSOR'S EQUIPMENT**

The details of the equipment at RGCT which will be handed over to the Licensee on making Upfront Payment as per Article 5.1 are given in Table - 1

**Table - 1**

Sl No	Equipment	Qty	Year Manufactured	Manufacturer	Engine Manufacturer	Type & Manufacture of drives	Spreader type & Manufacturer	Rated Capacities
1	Rail Mounted Gantry Cranes	2 Nos	1994	M/s SSL, Madras M/s Ansaldo Italy.	-	DC Drives	Telescopic	40 LT
2	RTG Cranes (Total 4 nos.)							
	TC1	1 No	1985	M/s Hitachi, Japan	Cummins	DC Drives	Telescopic "Hitachi"	35.5.T
	TC2	1 No	1986	M/s Braithwaite, Kolkatta in collaboration with M/s Krupps Germany	Cummins	DC Drives	Telescopic "Krupps"	35.5.T
	TC3 & TC4	2 Nos	1990	M/s FELs International Singapore.	Cummins	DC Drives	Telescopic "Bromma"	35.5.T
3	Heavy Duty Reach Stacker	2 Nos	1996	M/s PPM, France	Cummins	-	Telescopic PPM	40 T
3A	HD Reach Stacker	1 No	2004	M/s. INDITAL, Bangalore	Cummins	-	Telescopic "Indital"	42T
4	Light Duty Reach Stackers	2 Nos	1998	M/s INDITAL, Bangalore	Volvo	-	Telescopic "Indital"	8 T
5	Tractor Heads (Total - 29 nos)	19 Nos	1989	M/s Ashok Leyland	Leyland	-	-	30 T
		10 Nos	1997	M/s Ashok Leyland	-do-	-	-	30 T
6	Trailor Chassis 40' (Total - 24 nos.)	10 Nos	1979	M/s Mahendra Owen Pune	-	-	-	40 T
		14Nos	1989	M/s Beemac Engg. Pune	-	-	-	40 T

Sl No	Equipment	Qty	Year Manufactured	Manufacturer	Engine Manufacturer	Type & Manufacture of drives	Spreader type & Manufacturer	Rated Capacities
7	Top Lift Trucks	2 Nos	1993	M/s Voltas	Cummins	-	Telescopic	40/35T
8	Computer facilities Data Base Server (DI/C Alpha server 4000 ) Nodes (PCs) Printers UPS Network & software	1 no. 28 nos. 15 nos. 4 nos.						
9	Miscellaneous Items (includes spares maintenance tools etc.)							

\*\*\*

## APPENDIX - 4

### PROJECT REQUIREMENTS

The minimum requirements at RGCT and ICTT are as given below.

#### 1. RGCT

##### 1.1 Operating and managing the existing terminal including augmentation of facilities.

The existing RGCT facilities including berth, stacking areas, buildings, internal roads etc. as detailed in Appendix - 3 A (II) of the Licence Agreement and indicated in Drawing No. 9455-04-03-Rev (1) (Appendix-10), will be licensed. The Licensee is required to manage, maintain and operate RGCT until the operations are shifted to ICTT. RGCT shall be properly developed and equipped to meet the requirements of growing traffic needs. Further, RGCT shall be made capable of handling an annual Throughput of not less than Four Hundred Thousand (400,000) TEUs by the end of the Sixth year from the Date of Commercial Operation of RGCT, if the Licensee does not commence construction of ICTT before the date of expiry of Six (6) years from the Date of Commercial Operation of RGCT. The maximum period of operation at RGCT shall not exceed Eight years and Six Months, unless otherwise agreed to by the Licensor.

##### 1.2 Repairs and maintenance facilities at RGCT

The buildings and other facilities including stacking areas, drainage system, compound wall and electrical facilities in RGCT, excluding power supply system upto the terminal feeder point, fendering system, bollards on this berth, railway track and common user drains handed over to the Licensee, shall be maintained by the Licensee and ensured that the facilities are transferred to the Licensor upon the expiry of Operations Phase of RGCT, in accordance with the terms of the Licence Agreement in good condition (in a condition no worse than the condition in which the facilities were handed over to the Licensee, normal wear and tear excepted). Subject to the provisions of this Agreement, the Licensee shall, prior to handover and at his own cost, diligently repair, replace or restore any of the facilities or part thereof, which may be lost, damaged or destroyed during the tenure of the Licence Period.

#### 2. ICTT

The Licensee shall develop the facilities and provide the services at ICTT such that subject to the provisions of the Licence Agreement, at all times during the Operations Phase of ICTT, Productivity (as defined in Article 3 below) is maintained at minimum Twenty-Five (25) moves per hour.

On expiry of One year of grace period from the Date of Commercial Operation of Phase I of ICTT, the average Productivity will be calculated for every Three (3) Months and if the Productivity achieved by the Licensee for each of the two consecutive Three Monthly periods is found by the Licensor to be less than the

above Twenty-Five (25) moves per hour, it shall be reckoned as a default, and dealt with accordingly as per the Agreement conditions.

The average Productivity for a Three Monthly period will be the sum of the 'Lifts' divided by the sum of 'Gross Gang Hours' of all cranes during the said period as defined in clause 3 hereunder. The Licensor and the Licensee shall formulate a mutually acceptable procedure for monitoring this.

**2.1 Phase I of ICTT**

**2.1.1 Commencement of construction**

At any time after the Date of Award of Licence, subject to the provisions of the Licence Agreement.

**2.1.2 Completion**

On or before Eight years from the Date of Commercial Operation of RGCT, subject to the provisions of the Licence Agreement.

**2.1.3 Minimum Facilities**

The minimum Project Facilities to be provided at Phase I of ICTT are as detailed below:

**Berth length, Equipment and Capacity**


At the time of commencement of commercial operations of ICTT, berth length not less than Six Hundred metres (600 m) shall be provided with adequate equipment and capabilities such as Ship to Shore handling Cranes, Yard handling equipments, ICD handling facilities, Reefer Plug Points, and sufficient Container Stacking Yard commensurate with the traffic. The Berths (except dedicated feeder berths) shall be designed for a minimum dredged depth of Sixteen (16) Metres below Chart Datum for receiving vessels of capacity not less than Eight Thousand (8000) TEUs.

**2.2 Facility Augmentation**

Based on actual build-up of traffic and subject to Applicable Laws, the Licensee shall, from time to time, augment the facilities and capacity of ICTT by adding berth(s) and supporting equipment to Phase I of ICTT, as required, to handle the actual traffic. The augmentation shall be planned and implemented in such a manner that at all times during the Licence Period, Productivity (as defined in clause 3 hereunder) is maintained at minimum Twenty-Five (25) moves per hour.

**2.3 Repairs, Maintenance & Replacement of Facilities**

Subject to the provisions of this Agreement, the Project Facilities and Services and the Project Site shall be kept in good condition, repair and maintenance, normal wear and tear excepted, as per Good Industry Practice. The Licensee shall at his own cost, diligently repair, replace or restore any of the facilities or

Handwritten signature and initials in black ink, located at the bottom of the page.

part thereof, which may be lost, damaged or destroyed during the tenure of the Licence Period.

### 3. PRODUCTIVITY

Productivity (measured in respect of Gross Moves per hour per quay gantry crane) means total "Lifts" divided by "Gross Gang Hours", where,

"Lifts" means all container lifts including load-back, discharge, re-stows, shifts and out-of-gauge cargo that can be lifted by means of normal ISO spreader or automatic/semi-automatic oversize frame attached to an ISO spreader but excluding: (i) Break-bulk; (ii) Oversize containers that have to be handled by means other than a standard ISO spreader or automatic/semi-automatic oversize frame attached to a standard ISO spreader; (iii) Twist-lock boxes; and (iv) Non-standard cargo containers (power boxes, flank tanks, hatch covers, stacking frames).

"Gross Gang Hours" means the time gangs are deployed to the vessel and shall include non-productive time (lost time) due to: (i) Meal-breaks; (ii) Quay-crane movements between hatches; (iii) Crane break-down; (iv) Other equipment break-down; and (v) Terminal congestion delays, but shall exclude stoppage or non-productive time (lost time) due to: (a) Adverse weather leading to stoppage of work; (b) Quay-crane booming up-down to avoid ship gears; (c) Strikes or other labour unrest resulting in stoppage of work; (d) Stoppages due to accident involving personal injury; (e) Other reasons beyond the control of the terminal operator; and (f) Any other stoppage due to Force Majeure.

### 4. RAILWAY SIDINGS

The obligation of the Licensor is limited to providing Railway Connectivity to ICTT Project Site.

It is mutually agreed and acknowledged by and between the Parties that the railway sidings are integral to the development of ICTT. In pursuance thereof, it is mutually agreed that the Licensee shall be responsible for the creation, operation and maintenance of such railway sidings along with associated requirements (including container storage yard) within the ICTT Project Site, subject to the payment of Royalty in accordance with Article 5.2. The foregoing is subject to the provision of additional land to the Licensee for the development of the railway sidings and associated requirements (including container storage yard), in accordance with Article 5.3©(iv).

\*\*\*

**APPENDIX - 5A  
LEVY OF TARIFF**

The Scale of Rates relating to Cargo Related Charges and Vessel Related Charges effective from 29<sup>th</sup> January 2004 and 12<sup>th</sup> February 2004 respectively, along with amendments thereto till 25<sup>th</sup> January 2005 are attached [Internal page numbers (S1) to (S66)].

\*\*\*



**APPENDIX - 5B**  
**PRESENT TARIFF FOR SUPPLY OF ENERGY**

**1. Electricity**

1.1 Electricity required for the work will be supplied by the Department. The cost of drawing temporary lines/cables, providing switches and making connection and metering arrangements shall be borne by the Contractor. For power supplied by the Port, energy charges shall be levied at the rates and subject to the conditions specified below:

**(I) Private L.T. Consumers.**

**(In Rupees)**

(i) Fixed charge per Month - Single Phase	50.00 per KW or part thereof
(ii) Fixed charge per Month - Three Phase	100.00 per KW or part thereof
(iii) Energy charges per unit upto 100 units	6.00
(iv) Energy charges per unit 101 to 500 units	7.70
(v) Energy charges per unit 501 to 1000 units	8.00
(vi) Energy charges per unit above 1000 units	8.25
(vii) Minimum charge per Month	Fixed Charges

**(II) H.T. Consumers**

**(In Rupees)**

(i) Ruling demand charge per KVA per Month	350.00
(ii) Ruling energy charge per unit	3.20
(iii) Minimum payable per Month	Demand Charges

(Billing to be done as per differential pricing method)

**(III) Deemed H.T. Consumers**

**(In Rupees)**

(Consumers having connected load above 100 KVA but drawing power at L.T.)

(i) Demand charge per KVA per Month	350.00
(ii) Energy charges per unit	6.40
(iii) Minimum payable per Month	Demand Charges

1.2 *Special conditions*

- 1) Inspection charges and energy meter hire charges together shall be Rs.2/- per Month for single-phase consumers and Rs.3/- per Month for three phase consumers. This is not applicable to HT consumers.
- 2) Tariff minimum payable per Month by all low tension consumers is fixed charges only. Energy charges and electricity duty are zero in such cases.
- 3) All the HT consumers shall provide TOD (Time of Day) meter and CTs/PTs at their cost and the billing shall be done on differential pricing system as per the TOD meter readings.



- 4) Reconnection charges shall be Rs.150/- for single phase and Rs.250/- for three phase consumers when the power supply is disconnected due to non remittance of electricity dues to the Port or non compliance of supply conditions by the consumer.
- 5) Departmental charges for giving service connection shall be:  
Single-phase consumer with connected load below 2KW -Rs.500/-  
For all other cases, charges shall be as per the estimate amount / actuals.
- 6) Service connection shifting charges shall be Rs.1000/- for single-phase Consumer and Rs.2500/- for 3-phase consumer.
- 7) Energy Meter Testing charges shall be Rs.150/- for single phase meter and Rs.300/- for 3 phase meter.
- 8) Inspection fee for installation of DG Set at consumers' premises shall be: Rs.25/- Per KVA or part thereof subject to a minimum of Rs.250/-.
- 9) Penalty for taking unauthorised additional load / unauthorized tapping shall be as follows:  
  
Double the normal charges for demand / energy or both, as the case may be, as assessed by the Executive Engineer (Electrical), Cochin Port Trust. In such cases the Executive Engineer (Electrical) is empowered to take appropriate action against the consumer including disconnection of power supply.
- 10) Subject to the provisions of Article 15, clarifications whatsoever regarding the Cochin Port Trust electricity tariff and the prevailing conditions for supply of electricity shall be the prerogative of the Executive Engineer (Electrical), Cochin Port Trust.

\*\*\*

**APPENDIX-6**  
**PREPARATION OF DESIGNS AND DRAWINGS**

The Licensee shall conduct geo-technical investigations, hydraulic and vessel manoeuvring studies, and prepare and submit a report before the detailed layout and designs are prepared/carried out. The Licensor shall permit access to the Project Site and any additional land that the Licensee may require, in order to carry out these investigations and to prepare and submit the report.

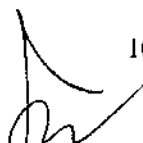
The design and construction of the various components in the proposed terminal shall be in accordance with the recognized engineering practice and shall conform to the relevant Indian Standards. In the absence of Indian Standards, relevant International Standards shall be followed. In the absence of both, Good Industry Practice shall be followed.

The Licensee shall supply the Designs and Drawings including calculations, in Six sets for review of the Licensor. The Designs and Drawings shall be sent in batches in chronological order of execution of work to facilitate scrutiny. The Designs and Drawings which shall be in metric/S. I. Units, shall be bold and clear. References shall be given in general wherever required, for all Designs and Drawings.

The Licensee shall supply to the Licensor Two (2) sets of the finalised Designs and Drawings within Fifteen (15) Days of the finalisation by the Licensor thereof.

\*\*\*

\*



**APPENDIX - 7**  
**ENVIRONMENTAL APPROVALS**

The environmental clearance for development at RGCT has already been obtained from the Ministry of Environment and Forest (MoEF). A copy of the same is attached.

The Environmental Impact Assessment study and Environmental Management Plan for ICTT has been completed. Application to MoEF is under preparation and it will be submitted soon by the Licensor. The Licensee shall be fully responsible for implementing those parts of the stipulations under the environmental clearance issued by the MoEF that relate to the Licensee's obligations. The Licensor undertakes to procure the environmental clearance for Phase I of ICTT as detailed in Article 3.7(B)(ix). Environmental clearance for augmentation of facilities and capacity of ICTT by adding berth(s) and supporting equipment to Phase I of ICTT, as required shall be procured and provided by the Licensor within One (1) year of request for such requirements from the Licensee.

\*\*\*

GOVERNMENT OF INDIA  
MINISTRY OF SURFACE TRANSPORT  
(EGRS WING)

Transport Bhavan,  
1, Parliament Street  
New Delhi-110 001.

No.PD/26017/13/98-PDZ(CRZ)

New Delhi, the 13th Oct.1998

OFFICE MEMORANDUM

Subject: Environment Clearance to the project of COPT for development of Container Terminal at Willingdon Island.

\*\*\*\*\*

The undersigned is directed to refer to COPT's letter No.C/3136/86/Sdated 20.11.1997 on the subject mentioned above and to say that the proposal has been considered by this ministry from environmental angle and clearance is hereby accorded subject to strict implementation of the following safeguard measures.

(i) All construction designs/drawings relating to construction activities must have the approval of the concerned State Govt. Departments /Agencies. Ground water should not be tapped for construction activities.

(ii) Adequate provision for all infrastructural facilities such as water supply, fuel, sanitation etc. must be extended for labourers during the construction period in order to avoid damage to the environment.

(iii) Dredging operations, if any, should be undertaken in consultation with either the Central Water and Power Research Station, Pune or the National Institute of Oceanography, Goa to ensure that dredging operations do not cause adverse impact on water quality and marine productivity in the vicinity. Dredging operation as far as possible should be kept to the minimum for avoiding any adverse impacts on marine life.

(iv) Disposal sites for excavated material should be so designed that the revised land use after dumping and changes in the land use pattern do not interfere with the natural drainage.

(v) To meet any emergency situation, adequate foam containers should be kept ready with supporting fire fighting system and water pipeline.

(vi) The staff posted in sensitive areas should be trained in implementation of the Crisis Management Plan already drawn by the authorities. Mock drill(s) for this purpose should be conducted on a regular basis. Provisions of Dock Safety Act and the guidelines issued by the DGFASLI/CLF, Bombay for the safety and health of the dock workers should be followed.

.....2/-

(vii) For development of green buffer including mangroves wherever feasible, the authorities should start growing large nursery of multipurpose species such as Ecalyptus, Casurine, Dalbergia, Terminalia etc. The norm of about 2000-2500 trees per ha may be adopted for raising of green belt.

(viii) To prevent discharge of sewage and other liquid wastes including ballast into marine environment, adequate system for collection, treatment and disposal of liquid wastes must be provided to the satisfaction of Kerala State Pollution Control Board.

(ix) Adequate noise control measures must be provided to maintain noise level at various work places within the standard prescribed by the competent authorities in various. If need be, ear pluggs and ear muffs should be provided to the workers in the port area.

(x) The quality of treated effluents, solid wastes and emissions must conform to the standards laid down by the competent authority including Central/State Pollution Control Boards.

(xi) An Environmental Cell should be immediately made operational with adequate laboratory facilities, equipments and a mobile van for collecting air samples. The record and the data should be submitted with proper analysis and corrective measures required, if any, for maintaining the levels within the prescribed limits to the Regional Office of the Ministry of Environment & Forests, at Bangalore, which shall be monitoring these conditions stipulated for according the Environment Approval. The Environmental Cell should coordinate and monitor environmental mitigative measures executed in the Cochin Port area.

(xii) Necessary leakage detection devices with early warning system must be provided at strategic locations.

(xiii) Standby DG sets must be provided to ensure uninterrupted power supply to the pump house and the fire fighting system.

(xiv) Third party inspection should be ensured during construction and operational phases with adequate insurance cover. The project authorities should confirm on regular intervals of six months to the Ministry about the implementation of the suggested safeguard measures and the data/report should be open for inspection by the Team which would be constituted by the Ministry, if found necessary.

(xv) Full support should be extended to the Regional Office of the Ministry of Environment & Forests at Bangalore during inspection of the project for monitoring purposes by the project proponents by furnishing full details and action plans including action taken report on mitigative measures.

.....3/-

(xvi) Adequate funding provisions, yearwise and itemwise, must be made for implementation of the above mentioned safeguard measures.

(xvii) No other chemical product save those mentioned in the Annex III appended to Govt. of India notification in the Ministry of Environment and Forests, S.O. No.494(E) dated July 9th 1997 will be allowed to handle/store in any port area.

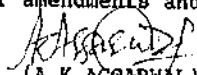
(xviii) The project authorities would ensure that safety regulations and guidelines issued by Oil Safety Directorate in the Govt. of India, Ministry of Petroleum and Natural Gas are implemented.

(xix) The approval of the Chief Controller of Explosives(CCO &E) shall be obtained for operational purpose before undertaking any storage/handling activity is undertaken.

3. In case of any deviation or alteration in the project including the implementing agency, a fresh reference should be made to the Ministry for modification in the clearance conditions or imposition of new ones for ensuring environmental protection. The Project authorities would be responsible for implementing the above suggested safeguard measures.

4. The Ministry reserves the right to revoke clearance, if the conditions stipulated as above are not implemented to the satisfaction of the Ministry.


5. These stipulations would be enforced among others under the provisions of Water(prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment(Protection)Act, 1986 and the Public Liability (Insurance) Act, 1991 alongwith their amendments and rules.

  
(A.K.AGGARWAL)  
Desk Officer(PD)-III  
Tel.NO. 3719456

To  
✓ The Chairman,  
Cochin Port Trust,  
Willingdon Island,  
COCHIN-682 009.  
-----

COPY TO:

1. Director(IA), Ministry of Environment & Forests, Paryavaran Bhawan, CGO Complex, New Delhi.
2. Chief Conservator of Forests, Regional Office(Southern Zone), Kendriya Sadan, 4th Floor, E&F Wings, 17th Main Road, II Block, Koramangala, Bangalore-560 034.
3. Guard File.

  
(A.K.AGGARWAL)  
Desk Officer(PD)-III

**APPENDIX- 8  
EMPLOYING EXISTING STAFF**

The Licensee shall take over the employees of the Licensor currently engaged at RGCT ("**Licensor's Employees**") as given in the list attached, with employment conditions of each employee being: (a) no less favorable than those applicable to them immediately before the take over; and (b) that in the event of retrenchment, compensation to such employees shall be on the basis that their services have been continuous and have not been interrupted by the take over. Provided, the Licensee shall be obliged to engage such employees only for the period that it operates and maintains RGCT in accordance with the Licence Agreement. Provided further that, the Licensee's obligation in respect of compensation as per law to such employees shall be limited to the period from the Date of Commercial Operation of RGCT to the date of transfer of RGCT back to the Licensor.

The Licensee shall bear all costs towards pension, gratuity and leave salary that are to be paid to the Licensor's Employees engaged by the Licensee, at the rates prevalent from time to time.

Wages and other remuneration payable to the Licensor's Employees engaged by the Licensee shall not be less than that they would have drawn had they been continued in the establishment of the Licensor. The basic pay structure and allowances as is applicable for the Licensor's Employees to be taken over by the Licensee shall not be changed. However, compensation package to be offered to the Licensor's Employees may include the special package to be devised and offered to the employees in tune with Throughput and Productivity requirements. In case an employee is eligible for promotion had he been continued in the establishment of the Licensor, such employee shall be eligible for notional promotion and other consequential benefits and it shall be paid by the Licensee.

The advances like Vehicle Advance, House Building Advance and Computer Advance for which the Licensor's Employees engaged by the Licensee are eligible, will be paid by the Licensor, and the Licensee shall recover the installment of such advance including interest and remit to the Licensor without any cost to the Licensor. The Licensee shall only be obliged to recover such installments if the Licensor provides a certificate (in form and content to the satisfaction of the Licensee), of the amount to be recovered from the Licensor's Employees, and provided that, the Licensor indemnifies the Licensee for all consequences arising as a result of the Licensee complying with the provisions of this Appendix- 8.

All the medical expenses of the Licensor's Employees engaged by the Licensee shall be borne by the Licensee, as admissible in the case of employees of the Licensor's establishment. It is clarified that the Licensor's Employees engaged by the Licensee and their eligible dependent(s) shall be eligible for availing hospital facilities of the Licensor, and the hospital charges as billed by the Licensor shall be re-imbursed by the Licensee.

The Licensor's Employees engaged by the Licensee shall be entitled for allotment of Port quarters, as per their eligibility, had they been continued in the Port Trust Service, in which case the recoveries like House Rent Allowance, Licence fee for quarter, water and electricity charges etc., as intimated by the Licensor, shall be recovered by the Licensee and remitted to the Licensor without any cost to the Licensor. The Licensee shall only be

obliged to recover such installments if the Licensor provides a certificate (in form and content to the satisfaction of the Licensee), of the amount to be recovered from the Licensor's Employees, and provided that, the Licensor indemnifies the Licensee for all consequences arising as a result of the Licensee complying with the provisions of this Appendix- 8.

The transfer of Three Hundred and Fifty-Two (352) employees is one time and final. The Licensor shall not be filling up the vacancies in respect of the Licensor's Employees engaged by the Licensee. The Licensor's Employees transferred to the Licensee will be repatriated to the establishment of Licensor only when the Licensee moves to ICTT and / or discontinues operations at RGCT.

The working conditions and service benefits admissible for employees of the Licensor's establishment as a result of Government order, wage / pay settlement shall be applicable to the Licensor's Employees engaged by the Licensee. The Licensor shall promptly provide the Licensee with copies of such Government orders and wage/ pay settlement.

The Licensee is free to negotiate with the Licensor's Employees engaged by the Licensee and take action as provided under the Law to change the working practices and conditions of the employees.

**LIST OF EXISTING EMPLOYEES AT RGCT PROPOSED FOR TRANSFER TO THE LICENSEE**

**I. MECHANICAL ENGINEERING DEPARTMENT.**

SL. NO.	DESIGNATION	PAY SCALE	NO. OF EMPLOYEES
1	SUPDTC. ENGINEER(M)	14500-350-18700	1
2	EXE. ENGINEER(E)	10750-300-16750	1
3	EXE. ENGINEER(M)	10750-300-16750	2
4	ASST.EXE.ENGINEER(E)	9100-250-15100	1
5	ASSISTANT ENGINEER (E)OPRN.(U.G.)	8600-250-14600	3
6	ASST.ENGINEER(F) U.G	8600-250-14600	3
7	ASST.ENGINEER(M) U.G	8600-250-14600	3
8	ASST.ENGINEER(E)	8600-250-14600	5
9	ASST.ENGINEER(M)	8600-250-14600	16
10	ASST.ENGINEER(MAINTENA NCE & OPER)	8600-250-14600	1
11	JUNIOR ENGINEER GR. I (M)	6170-230-7320-245-11975	1
12	MANAGER	6170-230-7320-245-11975	2
13	STENOGRAPHER(SG)	6170-230-7320-245-11975	1
14	ASSISTANT FOREMAN(M)	5500-200-6100-220-11380	5
15	ASSISTANT FOREMAN	5500-200-6100-220-11380	2
16	ASSISTANT FOREMAN (E)	5500-200-6100-220-11380	1
17	FOREMAN (MECHL.)	5500-200-6100-220-11380	4
18	JUNIOR ENGINEER (E) OPRN.	5500-200-6100-220-11380	1
19	JUNIOR ENGINEER (E)	5500-200-6100-220-11380	1



SL. NO.	DESIGNATION	PAY SCALE	NO. OF EMPLOYEES
20	JUNIOR ENGINEER (M)	5500-200-6100-220-11380	5
21	SR. ACCOUNTANT	5500-200-6100-220-11380	2
22	ACCOUNTANT	5000-150-5450-200-10850	6
23	AUTO ELECTRICIAN HSK-I	5000-150-5450-200-10850	1
24	CHARGEMAN	5000-150-5450-200-10850	1
25	CHARGEMAN (M.E)	5000-150-5450-200-10850	5
26	HSK-I	5000-150-5450-200-10850	1
27	MOTOR MECHANIC HSK-I	5000-150-5450-200-10850	2
28	AIR CONDITIONER MECHANIC HSK	4640-140-5760-170-9500	1
29	AUTO ELECTRICIAN HSK	4640-140-5760-170-9500	4
30	DRIVER GR. IV	4640-140-5760-170-9500	59
31	DRIVER GR.II	4640-140-5760-170-9500	1
32	DRIVER GR.V	4640-140-5760-170-9500	16
33	ELECTRICIAN - HSK	4640-140-5760-170-9500	10
34	GENERAL SUPERVISOR	4640-140-5760-170-9500	1
35	MOTOR MECHANIC HSK	4640-140-5760-170-9500	10
36	TECHNICIAN ELECTRONICS HSK	4640-140-5760-170-9500	4
37	UPPER DIVISION CLERK	4640-140-5760-170-9500	2
38	AUTO ELE. GR. III	4300-120-5260-130-8120	4
39	ELECTRICIAN	4300-120-5260-130-8120	2
40	LINEMAN	4300-120-5260-130-8120	2
41	LOWER DIVISION CLERK	4300-120-5260-130-8120	3
42	MOTOR MECH. GR. I	4300-120-5260-130-8120	1
43	MOTOR MECHANIC	4300-120-5260-130-8120	8
44	MOTOR MECHANIC GR. II	4300-120-5260-130-8120	1
45	MOTOR MECHANIC GR.III	4300-120-5260-130-8120	5
46	TECHNICIAN ELECTRONICS	4300-120-5260-130-8120	1
47	ASSISTANT	3900-90-4260-100-6860	9
48	ASSISTANT (ELE.)	3900-90-4260-100-6860	4
49	ATTENDER	3900-90-4260-100-6860	2
50	GREASER	3900-90-4260-100-6860	1
51	GREASER M.E.	3900-90-4260-100-6860	29
52	MAZDOOR	3840-80-4320-100-6720	3
53	MAZDOOR	3700-60-4180-75-5830	1
	<b>TOTAL</b>		<b>261</b>

II. ACCOUNTS DEPARTMENT.

COMPUTER CENTRE

SL. NO.	DESIGNATION	PAY SCALE	NO. OF EMPLOYEES
1	ANALYST PROGRAMMER	9100-250-15100	1
2	PROGRAMMER	8600-250-14600	2
3	SR. O.C.I.O.A	5500-200-6100-220-11380	2
4	OPERATOR-CUM- INPUT/OUTPUT ASST	5000-150-5450-200-10850	6
<b>TOTAL</b>			<b>11</b>

II. TRAFFIC DEPARTMENT.

CONTAINER TERMINAL

SL. NO.	DESIGNATION	PAY SCALE	NO. OF EMPLOYEES
1	ASST. TRAFFIC MANAGER	9100-250-15100	1
2	WHARF SUPDT.	8600-250-14600	3
3	DY. WHARF SUPDT.	6170-230-7320-245-11975	8
4	ASST. WHARF SUPDT.	5500-200-6100-220-11380	7
5	SHED FOREMAN	5000-150-5450-200-10850	16
6	TALLY SUPERVISOR	5000-150-5450-200-10850	6
7	GATE WARDEN	4640-140-5760-170-9500	3
8	SHED WRITER	4640-140-5760-170-9500	23
9	SHED CLERK	4300-120-5260-130-8120	11
10	MAISTRY	4640-140-5760-170-9500	1
11	PART-TIME SWEEPER	75% of 3700-5830	1
			<b>80</b>

**GRAND TOTAL**

**352**

\*\*\*

**APPENDIX - 9  
LIFE OF ASSETS**

<u>Description of Equipment</u>	<u>Years</u>
<b>I. CRANES</b>	
1) Electric Wharf Crane	20
2) Rail Mounted Quay Crane (RMQC)	20
3) Rubber Tyred Gantry Crane (RTGC)	20
4) Rail Mounted Gantry Crane (RMGC)	20
5) Grab Crane	20
6) Mobile Crane	10
7) Harbour Mobile Crane	10
8) Overhead Travelling Crane	15
9) Floating Crane	25
10) Crawler Mounted Crane	10
<b>II. LIFT TRUCKS</b>	
1) Diesel Fork Lift Truck	8
2) Electric Fork Lift Truck	8
3) Top Lift Truck	8
4) Fork Lift Truck	8
5) Reach Stacker	8
<b>III. LOADERS/SHUNTERS</b>	
1) Pay loader	8
2) Power Shovel	10
3) Mini dozer	8
4) Road Roller	12
5) Tractor	10
6) Trailer	10
7) Skid shovel	10
8) Rear dumper/tripper	8
9) Excavator with back hoe	8
10) Road Sweeper	8
11) Trucks shovel	8
<b>IV. RAILWAY AND LOCOS</b>	
1) Railway Permanent Way	60
2) Diesel Locos	20
3) Loco Traversers	15
4) Rolling Stock	30
5) Signal Interlocking	20

**V. BRIDGES**

1)	Bascule	40
2)	Swing Bridge	40
3)	Capstans and Winches	20
4)	Weigh Bridge	10

**VI. FLOATILLA**

1)	Dredgers	20
2)	Tugs - Conventional	20
3)	Tugs - Others	20
4)	Launches (all types)	20
5)	Barges (all types)	20
6)	Buoy Laying Vessels	20

**VII. AUTOMOBILES**

1)	Cars/Vans/Jeeps	6 years or 0.12 million Kms, whichever is earlier.
2)	Trucks/Lorries/Water Tankers	8 years or 0.2 million Kms, whichever is earlier.

**VIII. PIPELINES**

1)	Oil Pipelines	15
2)	Sea Water flushing Pipeline	10
3)	G.I. and RCC Water Pipeline	30
4)	Steel & G.I. Water Pipeline	20
5)	Pumping Plants	20
6)	Shore Pipeline for dredging	10
7)	HDPE Pipeline	10
8)	Marine Unloading arms	20

**IX. WORKSHOP MACHINERIES**

1)	Machine Tools	20
2)	Welding Plants	15
3)	Diesel Welding Plants	10
4)	Compressors	10

**X. BULK HANDLING EQUIPMENT**

1)	Wagon Tippers	
2)	Stackers	
3)	Reclaimers	
4)	Shiploaders	20
5)	Bucket Unloaders	
6)	Barge Unloaders	
7)	Conveyors	

<b>XI.</b>	<b>ELECTRICAL EQUIPMENT</b>	
1)	Transformers (Outdoor)	20
2)	Transformers (Indoor)	35
3)	Switch gears	25
4)	Lift	15
5)	Electrical supply and distribution	40
<b>XII.</b>	<b>FIRE FIGHTING EQUIPMENT</b>	10
<b>XIII.</b>	<b>TELEPHONE EXCHANGE</b>	10
<b>XIV.</b>	<b>ELECTRONIC EQUIPMENT</b>	10
	Such as –	
	Medical, Audio Visual & Communication.	
<b>XV.</b>	<b>NAVIGATIONAL EQUIPMENT</b>	
1)	All Radio Communication equipment & VHF equipment.	7
2)	Grabs	5
3)	Channel Buoys	15
4)	All navigational aids	10
<b>XVI.</b>	<b>CIVIL ENGINEERING STRUCTURES</b>	
1)	Navigational channels and harbour protection	100
2)	Roads, Wharves, Drains, Culverts etc.	40
3)	Dock walls, Piers, Jetties etc.	75
4)	Dry Dock	75
5)	Slipways	50
6)	Structures :	
	a) Transit sheds	40
	b) Warehouse	50
	c) Staff quarters	50
	d) Other structures	50
	e) Minor structures (latrines, gatehouse, boundary walls etc)	40
7)	Storage tanks:	
	a) Oil	20
	b) Water	30
8)	Bridges:	
	a) Movable	40
	b) Fixed	60
9)	Dock Entrance Gate	60
10)	Railway Permanent Way	60
11)	Rolling Stock	30

\*\*\*

**APPENDIX - 10**  
**DRAWING No. 9455-04-03-Rev (1)**

A copy of the Drawing No. 9455-04-03-Rev (1) is attached

\*\*\*

*Handwritten signature or initials*

APPENDIX - 11  
LIST OF SPARES

**A G/QCM SPARES FOR QUAY SIDE GANTRY CRANE  
(MECHANICAL)**

Sl. No.	Item Code No.	Description	Total Qty. of Stock in hand
1	3090102001	FILTER FMP 037	2
2	3090102002	FILTER FMP 750	2
3	3090102003	FILTER FMP 100	2
4	3090102004	FILTER FMP 030	2
5	3090102005	VALVE LAM HA 225	1
6	3090102006	SOLINOID VALVE	2
7	3090102007	BOBBIN "H" 110 V	4
8	3090102008	ELESTIC JOINT 51 FOR PUMP 200 LT	1
9	3090102009	ELSTIC JOINT G 448/30 FOR PUMP	1
10	3090102010	ELESTIC JOINT G 224/IP FOR PUMP	1
11	3090102011	ELESTIC JOINT G 448/30 FOR PUMP	1
12	3090102012	VALVE PBM 6M/150	1
13	3090102013	PRESSURE SWITHCH	2
14	3090102014	SOLINOID VALVE	2
15	3090102015	DIVIDER FLOW	1
16	3090102016	VALVE VMPD ¾	2
17	3090102017	PILOT RESERVE AGR	4
18	3090102018	RESERVE VUI 1	2
19	3090102019	MINIMESS AK 04 G	2
20	3090102020	BALL VALVE ABI	2
21	3090102021	LEVEL SWITCH LEF	2
22	3090102022	THERMOSTAT DM 100	1
23	3090102023	FILTER SAB F 40A	2
24	3090102024	LEVEL LVA 0002	2
25	3090102025	VALVE AQM 6N 90	2
26	3090102026	VALVE AQM 6N	1
27	3090102027	VALVE AGAM 20/10	2
28	3090102028	SOLINOID VALVE DK	2
29	3090102029	PILOT RESERVE KR	2
30	3090102030	FLOW REGULATOR SF	2
31	3090102031	VALVE ARAM 20/100	1
32	3090102032	ACCUMULATOR LAV	1
33	3090102033	PRESSURE SWITCH	1
34	3090102034	RESTRICTED GATE	1
35	3090102035	ELASTIC WHEEL R	6
36	3090102036	ELASTIC WHEEL R	4
37	3090102046	RESERVE LADA	1
38	3090102047	PRESSURE SWITCH	2
39	3090103016	COUPLING BOWEX	2

Sl. No.	Item Code No.	Description	Total Qty. of Stock in hand
40	3090103017	COVER PLATE DGMA	1
41	3090103018	PRESSURE FILTER	2
42	3090103019	FILTER INSERT	15
43	3090103020	VALVE DG	7
44	3090103021	VALVE DGMC2	10
45	3090103022	VALVE BLOCK	1
46	3090103023	VALVE BLOCK	1
47	3090103028	TELESCOPIC DRIVE ASSY.	1
48	3090103064	GREASE FITTING	6
49	3090103074	CHAIN LOCK SIMPLEX 1 1/2"	8
50	3090103075	CHAIN 1/2 LINE	8
51	3090103076	CHAIN SIMPLEX 1.5"	4
52	3090103089	GEAR BOX ASSY. CORNER FLIPPER	2
53	3090103104	SEAL KIT FOR HYD.PUMP PVB 10RSY	3
54	3090103300	HYDROLIC MOTOR	1
55	3090103301	OIL SEALS	6
56	3090105001	MOTO COUPLER	1
57	3090105002	TYRE 55 CEJL REF	2
58	3090105003	RING 'O' 230 * 32 B2	4
59	3090105006	RESISTANCE BLOCK	1
60	3090105007	RECTIFIER SP 999	10

*Jr*



**B. G/OCE SPARES FOR QUAY SIDE GANTRY CRANE (ELECTRICAL)**

SLN o	Item Code	Description	Total Qty. in hand
1.	3090301001	CARD FOR GENIUS INTERFACE 311 QS 242882 B06 WEIDM	6
2.	3090301002	POWER SUPPLY UNIT 231 QE 78951 BO 1 FOR PO1 MASTE	3
3.	3090301005	PROTEZ MAX TEM TRAF0	2
4.	3090301006	BUS SWITCH MODULE IC 660 BSM 021	2
5.	3090301013	POWER SUPPLY IC 600 PM 503	2
6.	3090301015	GENIUS 24 V CC	5
7.	3090301016	GENIUS BLOCK ANALOG IC	2
8.	3090301018	BUILT IN EXCITER FOR HOIST MOTOR 231 OE 6269 BO3	1
9.	3090301022	H/G ELECTRONIC CARD ZFAUSK	1
10.	3090301028	ELECTRONIC CARD WPRA 1	1
11.	3090301029	ELECTRONIC CARD WTU DI (OAG)	1
12.	3090301030	AUX FEEDER 231 QE 78915 BO1	1
13.	3090301031	PULS TRANSFORMER CARD ANSA LDO 131QE 400000 BZT 150	2
14.	3090301033	RECTIFIER SKB 15 12 A2	3
15.	3090301041	CABLE INTERFACE WM-PLC(WORK MASTER)	1
16.	3090301042	LIGHTS CARDS IC40	1
17.	3090301046	MM 22A POWER SUPPLY CARD OF OIS	1
18.	3090301047	MM 23A POWER SUPPLY CARD OF OIS 7/98	1
19.	3090301052	DFARAI CARD FOR SILICO PACD CONVERTERS	2
20.	3090301053	SINGLE PHASE RECTIFIER FOR CO1/CO2 ARMATURE CONTACTOR COIL	2
21.	3090301054	WEIDMULLAR CARD	6
22.	3090301055	3 PHASE RECTIFIER FOR JOI PANEL CODE: B61160/80-85/24 V, 80A, 26V, D.C., 2.5 KW	2
23.	3090301056	FILTER LC 1.5	2

Sl.N o	Item Code	Description	Total Qty. in hand
24.	3090302003	TROLLY MOTOR DH 200 LK 75KW 1750 RPM IP 23	1
25.	3090302004	GANTRY MOTOR DH 200 L 12KW IP 55	1
26.	3090302006	CURRENT TRANSFORMER TA 400/5	3
27.	3090302007	CURRENT TRANSFORMER TA 60/5 OR AO2 PANEL CURRENT TR	3
28.	3090302008	VOLTAGE TRANSFORMER TV3 3KV/110V FOR AO2 PANEL	4
29.	3090302010	TV 500/100 VART 20068002 IDENT 211QN 50132 B500	1
30.	3090302011	TRASF 3KVA 415/300VART 21196203FORCO2 PANEL IDENT	1
31.	3090302012	TRASF 1.5 KVA 415/85VART 211833904 FOR CO2 PANEL IDENT	1
32.	3090302013	AUTO TRASF 100VA ART 204699 IDENT 211QS 234021B E	1
33.	3090302014	TRASF 0.6KVA 415/2*55V ART 21196205 311QS25426 BO5	1
34.	3090302015	AUTO TRASF 200 VA 300/380 V - ART 21152330 IDENT 311QS242586BISP33 MAKE ELTRA	1
35.	3090302016	TRASF 6KVA 415/300 VART 21196201 FOR CO1 PANEL 311QS	1
36.	3090302017	TRASF 11KV 415/300 VART 21196207 FOR CO1 PANEL IDE	1
37.	3090302018	TRASF 2KVA 415/2*55V ART 219624	1
38.	3090302019	TRASF 3KVA 415/85V ART 21183907 IDENT 311QS 25186 B	1
39.	3090302021	CURRENT NTRASF AND THERMOSTAT UNIT FOR HOIST/GANTRY C	1
40.	3090302022	CURRENT TRANSF AND THERMOSTAT UNIT FOR TROLLY/BOOM CO	1
41.	3090302025	MOTOR WITH BRAKE	1
42.	3090303003	4261030CF 10 COIL FOR 800A HOIST MOTOR ARMATURE C	4
43.	3090303006	TROLLY ARMATURE MOTOR CONTRACTOR 300A TYPE 211QN	1
44.	3090303007	SPARK QUENCHING DEVICE FOR TROLLY ARMATURE CONTRAC	3
45.	3090303008	42610400C10 COIL FOR TROLLY ARMATURE CONTRACTOR 3	4



Sl.N o	Item Code	Description	Total Qty. in hand
46.	3090303009	AUXILIARY CONTACT 4264662B01 FOR TROLLY ARMATURE MO	6
47.	3090303010	AUX. CONTACT 42640538 B FOR TROLLY ARMATURE MOTOR CONTACTOR 300A TYPE 211 QN 500 50 B06	6
48.	3090303011	ARMATURE CONTACTOR BOOM MOTOR 211 QN50110B2140A	2
49.	3090303012	SPARK QUENCHING DEVICE FOR ARMATURE CONTACTOR BOOM MOTOR 211QN 50110 B2140A	3
50.	3090303013	42310160 B COIL FOR ARMATURE CONTACTOR BOOM MOTOR	4
51.	3090303014	AUXILIARY CONTACT APC 13551 BR1	6
52.	3090303015	AUXILIARY CONTACT APC 131558R1 FOR ARMATURE CONTRA	6
53.	3090303016	GANTRY MOTOR ARMATURE CONTACTOR TYPE 311QS5406B	2
54.	3090303017	SPARK QUENCHING DEVICE FOR GANTRY ARMATURE MOTOR 3	3
55.	3090303018	42610300 CF10 COIL FOR GANTRY MOTOR ARMATURE CONTACT	4
56.	3090303019	AUX CONTACT 42610210 BO1 FOR G MOTOR ARMA CONTRA 31	1
57.	3090303020	AUX CONTACT 42610347 BO1 FOR GAN MOTOR ARMATURE CONTRA	1
58.	3090303021	OVER CURRENT RELAY FOR GANTRY MOTOR 311QS 25423 B13 40	8
59.	3090303031	TERMINAL RELAY CT3 52 52 SETTING 40 52A	3
60.	3090303032	TERMINAL RELAY 42 42 SETTING 32 42A	2
61.	3090303035	TERMINAL RELAY CT3 17 17 SETTING 12 17 5A	3
62.	3090303039	INVERTOR 3P 50A LCI D5 O3	3
63.	3090303041	BO3 BOARD RELAY SOCKET OKFC 220	3
64.	3090303043	CONTACTOR	3
65.	3090303045	TERMINAL RELAY CEA500 OC O 16 1.25A	3
66.	3090303051	3 PHASE CIRCUIT BREAKER I/O 6A ART 20193801 IDENT	3
67.	3090303053	CONT 12A ART 20065201 IDENT 211 QN 50040 B07	3

+ 

SLN o	Item Code	Description	Total Qty. in hand
68.	3090303054	INT AUTOM 1.6A ART 20530605 IDENT 211 QS 24939 B1	3
69.	3090303055	THERMAL RELAY 4-6 3A ART 20060910 IDENT 211QN 500	3
70.	3090303059	CONT 12A 110V ART 20068301 IDENT 211QN 50135 BO1	3
71.	3090303060	INDUCTORS (AC) 211QN 50046 BO8	1
72.	3090303061	INDUCTORS (AC) 211 QN 50046 BO5	1
73.	3090303062	BO5 BOARD AUXILIARY RELAY CAC F3 24 DC	3
74.	3090303063	BO5 BOARD RELAY SOCKET 60.13	3
75.	3090303064	BO5 BOARD RELAY SOCKET 90.17/9027	3
76.	3090303065	BO5 BOARD RELAY SOCKET 90.33/9026	3
77.	3090303066	BO5 BOARD TIMER EA1 CF 3124 D+EAFT1	3
78.	3090303067	BREAK COIL ELPO IC 9528 A1O264 R1 FOR TROLLY/BOOM 6.3A, 110V	2
79.	3090303069	OVER CURRENT RELAY	2
80.	3090303071	ELECTRO VALVES FOR T/L/S SYSTEM	5
81.	3090303072	ELECTRO VALVES FOR T/L/S SYSTEM	2
82.	3090303073	OVER CURRENT RELAY FOR MOTOT	2
83.	3090303074	SOLENOID COIL FOR BROMMA ELECTROVALVES	24
84.	3090304001	AIR FLOW FOR MOTOT DH	4
85.	3090304002	THERMOCOUPLE MOTORS FOR BEARING	4
86.	3090304004	SWITCH CEMA 077 3 PRIT ZERO FOR PO1 (BACK TO ZERO)	3
87.	3090304005	SWITCH CEMA 077 3P RIT ZERO FOR PO1 (FIXED POSITION)	3
88.	3090304006	SWITCH CEMA 0772P ZERO FOR PO1(BACK TO ZERO)	3
89.	3090304007	SWITCH CEMA 077 2PRIT ZERO FOR PO1 (FIXED POSITION)	3



Sl.No	Item Code	Description	Total Qty. in hand
90.	3090304008	PLUNGER CEMA 077 EMERGENCY PUSH BUTTON	4
91.	3090304010	CABLE 12*2, 5 (COIL 150 M)	150M (1 COIL)
92.	3090304020	WEIGHING SYSTEM ROPE LENGTH POTENTIOMETER	1
93.	3090304021	THERMOSTAT FOR TRAF0	6
94.	3090304022	TYPE IC 7/A4 50 RPM	1
95.	3090304025	LOAD CELLS TYPE T - 50	2
96.	3090304028	MASTER SWITCH FOR H/G & T/BIN PO1 PANEL. TYPE XKM A991, 600V, C63-130-C63-140	1
97.	3090304030	FUSE CARRIER SP51 FOR FUSE 14-51	4

C. G/ QCL SPARES FOR QUAY CRANE LIFT


Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
1	3090204001	GUIDE ROLLER	471130	2
2	3090204002	GUIDE ROLLER	484210	6
3	3090204003	DAMPER	3001897131	4
4	3090204004	DAMPER	3001897121	4
5	3090204005	ROLLER	468739	10
6	3090204006	ROLLER	469061	10
7	3090205001	SEALING RING	3000916192	2
8	3090205002	'O' RING	3000136431	2
9	3090205003	WORM WHEEL	0383735300	1
10	3090205004	WORM SCREW	0279864300	1
11	3090205005	BALL BEARING	3000114309	2
12	3090205006	SEALING RING	3000140211	2
13	3090205008	BALL BEARING	3000099210	3
14	3090205009	PINION	9027916100	2
15	3090205010	ECCENTRIC	0471839000	2
16	3090205011	COUNTER ROLLER	480248	2

**D. A/HTC SPARES OF HITACHI TRANSFER CRANE**

Sl. No.	Item Code	Description	Total Qty. of Stock in hand
1.	3080202002	S. STARTER, JBAM GOO2 M7.5-75 SEC, CODE: ETG 000022	1
2.	3080203001	TIME DELAY RELAY H3 CR - AB AC 100-240V 0.12 SEC- 300 HOUR, CODE: TR 002205	1
3.	3080203003	AC MAGNETIC CONTROL RELAY RAP - 6/4C ZHN AC 220V, 4A 2B, CODE: POR 000972	3
4.	3080203004	AC MAGNETIC CONTROL RELAY RAP - 6/4D2 HN DC 200 - 220V 4A 2B, CODE: POR 000991	2
5.	3080204001	MAGNETIC CONTRACTOR 125 E/22A 220 26A 220V CODE: MC 002742	1
6.	3080204002	MAGNETIC CONTRACTOR H 135E /22A 220 501A, 220V CODE: MC 002754	2
7.	3080204003	MAGNETIC CONTRACTOR H 150E/22 W2 65A, 200V- 220V 50HZ CODE: MC 002757	2
8.	3080204004	MAGNETIC CONTRACTOR H120E/22A 220 20A, 220V-220V 50HZ CODE: MC 002736	2
9.	3080204005	MAGNETIC CONTRACTOR HU 4311 E/D 2H DC 220V, 50A CODE: MC 002299	2
10.	3080204006	MAGNETIC CONTRACTOR HU 4312 E/D 2H DC 220V, 50A CODE: MC 002631	2
11.	3080204007	MAGNETIC CONTRACTOR RK 42 E/D 2H MAX.VOLTAGE DC 600, 5A CODE: ANR 000409	2
12.	3080204009	MAGNETIC CONTRACTOR HU 451E/D 2H DC 220V, 100A CODE: MC 002303	2
13.	3080204010	MAGNETIC CONTRACTOR HU 461E/D 2H DC 220V, 200V 200A CODE: MC 002307	2
14.	3080205001	DC POWER SUPPLY JBAM S006M, CODE: ETS 000080	1
15.	3080206001	AUTO VOLTAGE 135 VDC 40A REGULATOR, CODE: EUJ 002025	1
16.	3080207001	KED - 810C1 (RESISTOR)	1
17.	3080207002	DEC MAGNETIC BRAKE (RATED 130 KG - M) QBSSOU 810C 1	1
18.	3080207003	DEC MOTOR/IFTER BRAKE (RATED 10 KG - M) QBOSOU 1620B 2	1
19.	3080208001	GEARED LIMIT SWITCH (HOIST) PYLG 44W/04, CODE : LS 999999	1

20.	3080208002	OVERSPEED SWITCH(HOIST) ESRK 002D, CODE: LS 999999	1
21.	3080209001	LIMIT SWITCH (MAIN HOIST) PSKU 110 CO, CODE: LS 999999	1
22.	3080209002	LIMIT SWITCH (TROLLY) PSKU 110C, CODE: LS 999999	1
23.	3080210001	TACHO GENERATOR (HOIST) GEELM OUW 30W	1

4

 122



**E. A/FLTC SPARES FOR FELS TRANSFER CRANE**

SLNo	Item Code	Description	Total Qty. in hand
1.	3080101011	ACTUATOR	1
2.	3080102001	05M 20701-09 DIODE ASSEMBLY	1
3.	3080102003	05M 20701-26 RESISTANCE	2
4.	3080102004	05M 20701-27-AVR	1
5.	3080102005	05M 20701-30-CHOKE	2
6.	3080106001	10M 10101-01 400A TP ISOLATOR FOR GANTRY/HOIST CONVERTOR	1
7.	3080106003	10M 10101-43 AUX.RELAY FOR SPREADER LANDED	6
8.	3080106005	10M 10101-42 POWER TRANSDUCER(REPLACEMENT)	1
9.	3080106008	10M 10101-78 SELECTOR SWITCH FOR TWIST LOCK/UNLOCK	3
10.	3080106010	10M 10101-96 MCCB FOR POWER CIRCUIT ( REPLACEMENT S6 N630/630)	1
11.	3080106011	10M 10101-99 500/5A CURRENT TRANSFORMER	2
12.	3080106012	10M 10101 10012CT1 400/5A CURRENT TRANSFORMER	2
13.	3080106013	00E20601 TROLLY TRAVERSE LIMIT SWITCH	5
14.	3080106016	34M20401 TENSION LOAD CELL	1
15.	3080106019	14M20401 COUNTER WEIGHT OVER HOIST L/S	2
16.	3080106020	31M20401-09 ANTISWAY SYSTEM POWER PACKS SOLENOID OPERATED CHECK VALVE	2
17.	3080106022	01M20501 STEERING POWER PACK	1
18.	3080106023	03E20701 WHEEL POSITION LIMIT SWITCH	16
19.	3080106024	02E20701 WHEEL CLOCK WISE STOP LIMIT SWITCH	7
20.	3080106025	00H20201 VIBRATION ISOLATOR (REPLACEMENT)	1


Sl.No	Item Code	Description	Total Qty. in hand
21.	3080106026	10M1 0101-07-12CB1 MCCB FOR BACK POWER RESISTOR (REPLACEMENT S3 N250/R2001)	2
22.	3080106027	10M10101-08-12CB2 MCCB FOR TYRAKMIDI CONVERTOR (REPLACEMENT S5 N400/R400)	2
23.	3080106029	10M10101-39-12R1 AUX.RELAY FOR 40KW BACK POWER RESISTOR	2
24.	3080106030	10M10101-40-1262 AUX. RELAY FOR 30KW BACK POWER RESISTOR	2
25.	3080106031	10M10101-44-42FF AUX. RELAY FOR FORTY FEET	4
26.	3080106032	10M10101-45-42TF AUX. RELAY FOR 20 FEET	4
27.	3080106033	10M10101-47-42TN AUX. RELAY FOR TWIST LOCKS/LOCK	4
28.	3080106034	10M10101-48-42TU AUX. RELAY FOR TWIST LOCKS, UNLOCK	4
29.	3080106035	10M10101-80-40S W1 SELECTOR SWITCH FOR FLIPPER UP/DOWN	5
30.	3080106038	PROXIMITY SWITCH FOR TWIST LOCK/UNLOCK/SPREADER LANDED SPECIFICATION: 515 MM MD,U:20.250V AC, 15-250V DC,I:-350MA AC, 100MA DC, 11A 2015-ABOA, SCHURTSERT.IP67	4
31.	3080106039	LIMIT SWITCH (LEVEL CONTROL FOR TROLLY STOP/GANTRY CROSS TRAVEL) WLCA 12-2, NEMA A600, TYPE 3,4&13, MAKE : OMRON	1
32.	3080106041	THERMAL OVERLOAD RELAY FO4 HOIST BREAK, TYPE: RVH22-H, MAKE: ABB (REPLACEMENT T25DU)	3
33.	3080106042	CONTACTOR FOR HOIST /GANTRY BREAK LIFT, SPECIFICATION: EH9-10,IEC/58-1, BDE 0660,ITH, ACI=25A,AC3 220-380, 415, 500, 600, NEMA SIZE: 400.25A, 600V AC LISTED INT.CONT.,EQ776 D.SK8.1200. (REPLACEMENT B9-30-10)	2

\*

*Jm* 124

Sl.No	Item Code	Description	Total Qty. in hand
34.	3080106043	32AMPE MCB FOR BREAK SUPPLY SPECIFICATION:- S213 32AMPE, VBC, 380 AC, STUTZ (REPLACEMENT) S2532	5
35.	3080106044	6AMPE MCB FOR BREAK SUPPLY SPECIFICATION:- S162-6 AMPE, 1BBC, 240/415, STUTZ (REPLACEMENT S252 C6)	6
36.	3080106046	UNDER VOLTAGE RELAY 30 SPECIFICATION:- ASEA SK 81900 3A, IEC 337 VDE 0660, AC2 110/270/415/600,3/2/1/0.5A, ITH=10A, SA- A600, P600, LISTED IND., CONT.ED.5188(REPLACEMENT B25-30-22)	4
37.	3080106047	CONTACTOR FOR ANTISWAY HYDRAULIC. SPECIFICATION:- EH22C 22, IEC 158-1, VDE-0660, ITH= ACI=63A 32A-380V AC, 17A-660V AC, CONT.ED.776D, AUXILLARY CONT.A600, A600, 10A.600V AC (REPLACEMENT B25-30-22)	3
38.	3080106049	AUX. CONTACTOR FOR HOIST/GANTRY SPECIFICATION:- ASEA, EH 6C-22E, IEC 337-1, VDE 0660 ITH=82A CONT.ED 51B6, NEMA A600, SK 811321, CONT.10A 600AC (REPLACEMENT KE 22)	6
39.	3080106050	SPEED SWITCH MODEL SS-100	1
40.	3080113001	01M20701-19-09 FUEL SHUT OFF VALVE	3
41.	3080113002	01M20701-21-04 SEAL 'O'RING	12
42.	3080113003	01M20701-21-04 SEAL 'O'RING	12
43.	3080113006	05M20701 ENGINE RELAY PANEL	1
44.	3080113007	04M20701 FUEL OIL. GUAGE C/W FUEL SWITCH	1

\*

 125

F. D/HTLV SPARES FOR HEAVY DUTY TOP LIFT (VOLTAS)

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
1	3020101000	MOTOR HYDRAULIC	7852927	1
2	3020101002	KIT HYDRAULIC MOTOR	8852621	2
3	3020102001	CYLINDER TWIST LOCK	7955484	2
4	3020102004	SEAL KIT	8901201	4
5	3020103004	SPACER	7282295	4
6	3020104001	BEARING	8738465	4
7	3020104003	KIT SEAL CYLINDER	8856032	5
8	3020106004	HOSE FLEXIBLE	7267749	1
9	3020106005	HOSE FLEXIBLE	7137695	2
10	3020106006	ADAPTOR	9047768	8
11	3020106007	SEAL DOWTY	9016961	2
12	3020106008	HOSE FLEXIBLE	7192571	1
13	3020106009	REEL HOSE	7888532	2
14	3020106010	SEAL 'O' RING	9546641	4
15	3020106011	ADAPTOR	7475478	7
16	3020106012	SEAL 'O' RING	9546641	8
17	3020106013	ADAPTOR	9031504	10
18	3020107001	HOSE	8861616	4
19	3020107002	KIT SEAL	8861624	1
20	3020108004	SEAL 'O' RING	7777719	2
21	3020109001	PAD BRAKE	8783303	4
22	3020109004	BUSH	8783346	2
23	3020109005	KIT SERVICE	8783354	3
24	3020110003	SEAL	9270531	1
25	3020110004	SEAL 'O' RING	8561856	1
26	3020110005	STUD	9271956	10
27	3020110006	SEAL 'O' RING	9247657	1
28	3020110007	SCREW	8519164	36
29	3020110008	INSERT	8914694	18
30	3020110009	LINING BRAKE	8914619	2
31	3020110010	NUT	8519172	36
32	3020110011	KIT SEAL	8914803	1
33	3020110012	SEAL 'O' RING	9272617	4
34	3020110013	GASKET	9274858	4
35	3020110014	BIG AND CROSS JOINT - PROPELLER SHAFT	9409259	8
36	3020111001	SUB ASSY. STEER AXLE	7915685	1
37	3020112003	BUSH	7915685	2
38	3020112004	BEARING TAPPER ROLLER	642450	1
39	3020112006	SHIELD BEARING	7769495	1

+  126

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
40	3020112007	HOSE	7125758	4
41	3020112008	PLATE	7642143	2
42	3020112009	SHIELD BEARING	7753856	2
43	3020112010	BEARING TAPPER ROLLER	7642469	2
44	3020112011	SCREW	7525456	4
45	3020112013	BUSH	7749128	2
46	3020112014	BEARING TAPPER	7642450	1
47	3020112018	HUB	7873170	1
48	3020113002	KIT	8761526	2
49	3020115003	KIT STEER PUMP	8003382	2
50	3020116002	OLIVE (SLEEVE TUBING)	9048752	6
51	3020116003	SLEEVE	9051978	13
52	3020116004	OLIVE	9048760	9
53	3020116005	TUBE	7431299	2
54	3020116006	TUBE NYLON	7533616	1
55	3020116007	TUBE	7131736	1
56	3020116008	TUBE	9522084	1
57	3020116009	TUBE	7500822	7
58	3020116010	TUBE	7183229	1
59	3020116011	TUBE	7183237	1
60	3020116012	TUBE	7501219	1
61	3020116013	OLIVE	9048779	6
62	3020116014	OLIVE	9048736	6
63	3020116015	SLEEVE (FERRULE)	9547580	18
64	3020116017	TUBE NYLON	7313099	1
65	3020116018	VALVE CHECK	7316337	2
66	3020116019	SPEED VALVE	8652601	2
67	3020116020	PIPE	7526950	2
68	3020116021	TUBE	7247502	1
69	3020116022	TUBE	7131728	2
70	3020116023	TUBE	9522148	1
71	3020116024	TUBE	9519109	1
72	3020117001	PUSH ROD	8582622	2
73	3020117002	KIT	8582577	2
74	3020118001	KIT BRAKE SPRING (REPAIR KIT)	8744953	1
75	3020119001	SEAL O' RING	8741576	9
76	3020120001	KIT SERVICE (UNLOADER)	8771134	1
77	3020121002	KIT	8780102	4
78	3020122001	CARTRIDGE	8658683	1
79	3020122002	KIT	8658691	1

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
80	3020122003	KIT CARTRIDGE VALVE	8658675	4
81	3020123001	KIT VALVE AUTO DRAIN	8861640	1
82	3020124001	KIT VALVE QUICK RELEASE	8861632	1
83	3020125001	KIT FILTER	8754203	1
84	3020125003	FILTER BLEED HYD (ELEMENT)	8833703	2
85	3020125004	TUBE 3455 MM	9543539	2
86	3020125006	SEAL	7488711	2
87	3020125007	SEAL 'O' RING	9039557	6
88	3020125008	SWITCH	7767473	13
89	3020125009	VALVE SOLENOID	7790972	3
90	3020125010	TUBE	9052022	16
91	3020125011	TUBE	9052030	4
92	3020125012	VALVE CONTROL	7942421	1
93	3020125013	ADAPTER	7512137	12
94	3020125014	ADAPTER	7553203	12
95	3020125015	ADAPTER	7497546	12
96	3020125016	ADAPTER	9048840	12
97	3020125017	FILTER	9181204	4
98	3020125018	ADAPTER	7793153	5
99	3020126001	KIT SERVO	8675221	2
100	3020126002	SEAL 'O' RING	9039522	6
101	3020126003	KIT LIFT VALVE	8675301	1
102	3020126004	KIT LIFT VALVE	8675328	1
103	3020126005	SPRING	8840946	2
104	3020127001	KIT LOAD VALVE	8726966	1
105	3020128001	GAITER	8762385	2
106	3020128002	KIT SERVICE	8785966	1
107	3020128003	VALVE CONTROL	7800844	1
108	3020129002	KIT (PUMP)	8889379	1
109	3020129003	KIT SEAL	8889360	1
110	3020129004	SEAL 'O' RING	9411375	1
111	3020129005	SEAL	9411412	1
112	3020129006	COUPLING	8676312	1
113	3020130001	KIT	8889125	3
114	3020130002	SEAT - CHECK LOAD DROP	8899876	1
115	3020130003	KIT SEAL	8899876	6
116	3020130004	KIT SEAL	8901594	1
117	3020131001	VALVE NON RETURN	7681388	1
118	3020131002	SEAL	9016953	12
119	3020131003	DOWTY SEAL	9017067	2
120	3020131005	SEAL 'O' RING	9040080	6

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
121	3020131006	HOSE HYDRAULIC		
122	3020131007	HOSE HYDRAULIC	7699342	1
123	3020131009	HOSE HYDRAULIC	7699334	1
124	3020131011	SEAL DOWTY	7689109	1
125	3020131012	HOSE	9016961	4
126	3020131013	HOSE ASSY	7689072	2
127	3020131014	HOSE	7062194	6
128	3020131015	HOSE	7125635	1
129	3020131016	HOSE ASSY	7528681	2
130	3020131017	HOSE	7002554	8
131	3020131018	HOSE	7822162	4
132	3020131019	HOSE	7530343	1
133	3020131020	HOSE	7078209	1
134	3020131022	HOSE	7575162	4
135	3020131023	HOSE	7612673	2
136	3020131024	HOSE	7202291	2
137	3020131025	HOSE	7062279	1
138	3020132002	SEAL DOWTY	7579315	1
139	3020132003	HOSE	9017067	6
140	3020132005	SEAL	7788821	3
141	3020133001	SEAL 'O' RING	9016953	8
142	3020133002	HOSE TRANSMISSION	8772030	1
143	3020133003	HOSE TRANSMISSION	8780110	2
144	3020133004	SEAL OIL	8780129	3
145	3020133005	SEAL	8682413	4
146	3020133006	GASKET	8686908	2
147	3020133007	GASKET	8773324	3
148	3020133008	SEAL 'O' RING	8773412	3
149	3020133009	SEAL 'O' RING	8773447	3
150	3020133010	VALVE SOLENOID	8748006	3
151	3020133011	SEAL 'O' RING	8764348	3
152	3020133012	SEAL BONDED	8748241	2
153	3020133013	SEAL 'O' RING	9545577	1
154	3020133014	GASKET	8682069	12
155	3020133015	SEAL	8748146	1
156	3020133016	BUSH	8765498	2
157	3020133017	HOSE	8766044	1
158	3020133018	GASKET	8773228	1
159	3020133019	UNIT SPEED CONTROL	8773391	1
160	3020133020	TRANSMITTER	8780735	1
161	3020133021	SEAL	8780743	1
162	3020133024	FILTER TRANSMISSION	8772401	2
			8766319	1

\*

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
163	3020133028	BUSH	8765121	1
164	3020133031	GEAR	8765228	1
165	3020133036	PISTON RING	8765164	3
166	3020134002	KIT SERVICE	8744531	2
167	3020135002	BUSH	7490336	6
168	3020135003	PIN	7517886	6
169	3020136001	KIT TILT CYLINDER	8600676	2
170	3020137001	SPRING TENSION	7767297	2
171	3020137002	PIN HOLLOW SPRING	7463661	6
172	3020137003	VALVE	7495946	1
173	3020137004	BUSH	7444575	3
174	3020137005	VALVE CONTROL	7876320	1
175	3020137006	SLEEVE (FERRULE)	9547580	24
176	3020137007	SLEEVE	9051978	12
177	3020137008	NUT	9049085	12
178	3020138001	CYLINDER PNEUMATIC	7495938	1
179	3020138002	KIT SERVICE	8654447	2
180	3020138003	KIT INCHING VALVE	8670164	2
181	3020138004	KIT VALVE SERVICE	8670199	3
182	3020138005	KIT REPAIR	8658691	7
183	3020139001	VALVE CONTROL	7876320	2
184	3020139003	KIT	8658675	1
185	3020139004	KIT	8658691	6
186	3020141001	BARRIL WITH KEY	7257444	1
187	3020141002	RELAY	7319554	5
188	3020141004	PLUG	7578654	12
189	3020141005	RELAY	9159963	2
190	3020141007	KEY	8783688	2
191	3020141009	LEVER	7808563	2
192	3020142003	HOSE	7378650	1
193	3020142005	ROLLER	7301602	1
194	3020142008	SHIELD BEARING	7617490	4
195	3020142009	CIRCLIP	7311333	2
196	3020142010	PIN	8739433	2
197	3020143001	KIT LIFT CYLINDER	8686748	3
198	3020143002	KIT SERVICE	8713401	1
199	3020144001	KIT SERVICE	9264203	1
200	3020144002	OLIVE	9599719	2
201	3020144003	VALVE UNLOADED	7615882	4
202	3020144004	FILTER AIR	7688192	1
203	3020144005	OLIVE	9948736	6





Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
204	3020145001	KIT	8784182	3
205	3020147001	HOSE ASSY	7453551	4
206	3020147002	HOSE ASSY	7640463	2
207	3020147003	ADAPTER	9050262	6
208	3020149002	PIN TWIST LOCK	7193080	2
209	3020149004	NUT	9207401	2
210	3020149005	BUSH	9548364	4
211	3020149006	PIN	7260563	12
212	3020149007	PIN	7783318	1
213	3020149008	CHAIN	7280425	2
214	3020149009	CHAIN LINK	9082280	4
215	3020149010	DISC SPRING FOR SPREADER FRAME	7285189	242
216	3020140007	EXTENSION		4
217	3020140009	E.A. VALVE		4

✈



G. E/ PPMRS SPARES FOR PPM REACH STACKER

Sl. No.	Item Code	Description	Part No.	Total Quantity Stock in Hand
1.	3100101004	FUEL FILTER ELEMENT	FS 6587	8
2.	3100101009	ELEMENT AIR SAFETY	L 2750511	4
3.	3100102012	SEAL KIT (VALVE BOOM HOIST/ TELE/ SPREADER)	J 4749646	2
4.	3100102013	SEAL KIT (VALVE BOOM HOIST/ TELE/ SPREADER)	64749644	2
5.	3100102014	SEAL KIT (VALVE BOOM HOIST/ TELE/ SPREADER)	F 4749643	2
6.	3100105006	BUSHING	F 0328698	2
7.	3100112020	SWITCH (HYDRAULIC VALVE BRAKE)	U 0241565	3
8.	3100112021	CONTACT (HYDRAULIC VALVE BRAKE)	X 0241567	2
9.	3100112037	SWITCH (CONSOLE, CONTROL TWIST PINS)	R 3141677	4
10.	3100112058	FOG LAMP BULB (HALOGEN) MICO-H3 PK 225-24V 70 W		1
11.	3100112059	INDUCTIVE PROXIMITY SWITCH (SPREADER LOCKING SIGNAL SYSTEM) LENGTH 60MM, DIA 18MM, MODEL SC-18D, PNP NO.5-30V DC, I-MAX-200 MA		10
12.	3100113001	SEAL	V 0130429	2
13.	3100113002	'O' RING	L 1130483	4
14.	3100113003	'O' RING	B 0030402	4
15.	3100113004	SEAL SET	D 5849662	2
16.	3100114001	SEAL SET	F 5349690	2
17.	3100114002	SEAL	U 0403162	4
18.	3100115001	SEAL SET	D 5649654	4
19.	3100116001	SEAL SET	P 8349634	4

✶

*[Handwritten Signature]*

132

Sl. No.	Item Code	Description	Part No.	Total Quantity Stock in Hand
20.	3100116002	HOSE	J 7531979	4
21.	3100117001	ELECTRO A CLAPET	S 4543321	1
22.	3100117002	ELECTRO VALVE	S 4543334	2
23.	3100117003	VALVE	T 3243684	2
24.	3100117004	NOZZLE	A 6037753	1
25.	3100117005	SEAL SET	U 5849631	1
26.	3100117006	SOLENOID	C 1841865	1
27.	3100117007	SEAL KIT	T 4749655	2
28.	3100117008	SEAL SET	V 8149655	1
29.	3100117009	SEAL SET	A 8149659	1
30.	3100117010	SEAL SET	B 8149661	1
31.	3100117011	SEAL SET	G 8149665	1
32.	3100117012	SEAL SET	F 8149664	1
33.	3100118001	HOSE	Z 9431908	1
34.	3100118002	HOSE	A 9431909	1
35.	3100118003	HOSE	B 9431910	1
36.	3100118004	HOSE	E 7431925	2
37.	3100118005	HOSE	V 9331970	1
38.	3100118006	HOSE	J 7431906	1
39.	3100119002	'O' RING	D 0330421	2
40.	3100119003	ROD	H 3027727	2
41.	3100119004	NUT	M 0134124	2
42.	3100119005	NUT	A 0034224	2
43.	3100119006	SEAL SET	A 8149613	2
44.	3100119007	CHAIN	N 5031308	1
45.	3100119008	FORK	F 3436941	4
46.	3100120001	SEAL SET	L 4749694	3
47.	3100120002	'O' RING	Q 2330443	2
48.	3100120003	SEAL	Z 8346032	2
49.	3100120004	'O' RING	B 2130491	2
50.	3100120005	'O' RING	U 1830404	1
51.	3100120006	'O' RING	Z 0130455	1
52.	3100120007	'O' RING	G 0030412	1
53.	3100121001	SKID/ SHOE	J 5350889	2
54.	3100121002	PAD	L 5350891	2
55.	3100122001	SPRING	P 2038158	4


 133

Sl. No.	Item Code	Description	Part No.	Total Quantity Stock in Hand
56.	3100122002	CAM	F 6928203	2
57.	3100122004	'O' RING	R 0030444	4
58.	3100122005	HOSE	V 3131975	1
59.	3100122006	HOSE	Z 4531988	1
60.	3100122007	HOSE	U 3131928	2
61.	3100122009	CYLINDER TWIST LOCK	S7146760	4
62.	3100123001	SEAL	Z 8346032	2
63.	3100123002	'O' RING	F 0230419	2
64.	3100123003	DISC	B 8143128	12
65.	3100123004	DISC	B 8143127	14
66.	3100123007	SEAL	X 6030460	4
67.	3100123008	RING	B 2130491	4
68.	3100123009	'O' RING	Q 1830404	4
69.	3100124001	FLEXIBLE HOSE	M 7431978	3
70.	3100124002	HOSE	E 7491925	2
71.	3100124003	HOSE	T 7431927	2
72.	3100124004	HOSE	J 7431975	1
73.	3100124005	HOSE	K 7731965	1
74.	3100124006	HOSE	U 7431916	2
75.	3100124007	MOTOR	G 4043774	1
76.	3100125001	SEAL SET	B 8149683	3
77.	3100125002	SEAL SET	F 8349603	3
78.	3100126001	HOSE	E 9431959	2
79.	3100126002	HOSE	F 9331956	3
80.	3100126003	HOSE	B 9431910	1
81.	3100126004	HOSE	F 9431960	2
82.	3100126005	ANGLE PIECE	Q 1837070	1
83.	3100126006	UNION	Z 4937570	4
84.	3100127001	HOSE	P 9331941	2
85.	3100127002	HOSE	H 6831996	2
86.	3100127003	HOSE	J 9431963	2
87.	3100127004	HOSE	W 9431929	2
88.	3100128001	HOSE	F 7431926	2
89.	3100128002	HOSE	G 9331957	2
90.	3100129001	COPPER SEAL	H 0045202	2
91.	3100129002	SEAL SET	J 5349693	2

Handwritten signature and initials at the bottom of the page.

Sl. No.	Item Code	Description	Part No.	Total Quantity Stock in Hand
92.	3100130001	'O' RING	F 0230419	2
93.	3100130002	'O' RING	U 1130445	2
94.	3100130003	'O' RING	M 0430410	2
95.	3100130004	'O' RING	K 0030415	2
96.	3100130005	SEAL SET	H 0349630	1
97.	3100131001	BULB	K 0340501	8
98.	3100132001	RELAY	R 2241112	9
99.	3100132002	PRINTED CIRCUIT	L 2440609	1
100.	3100132003	PRINTED CIRCUIT	Q 2440613	1
101.	3100132004	PRINTED CIRCUIT	S 2440615	1
102.	3100133001	HOUR METER	X 1541688	2
103.	3100133002	COMBINE VOLTMETER	G 6751587	2
104.	3100133005	PRINTED CIRCUIT	A 6252205	8
105.	3100134001	PRINTED CIRCUIT	B 6252206	2
106.	3100134002	AUT CIR BREAKER	Q 1441263	4
107.	3100134003	AUT CIR BREAKER	R 1441262	5
108.	3100134004	AUT CIR BREAKER	S 1441265	4
109.	3100134005	AUT CIR BREAKER	T 14412656	4
110.	3100134006	COPPER SEAL	Z 0045217	2
111.	3100136001	POCHETTE SET	B 4749662	2
112.	3100136002	SEALS SET	C 4749663	1
113.	3100138001	SEALS SET	Z 8149658	2
114.	3100138002	CONTROL LINKAGE	T 5443174	2
115.	3100139001	SOLENOID VALVE	S 6143638	2
116.	3100139002	SOLENOID VALVE	B 6143349	1
117.	3100141001	PRINTED CIRCUIT	C 6252207	1
118.	3100141003	RELAY	M 0841834	1
119.	3100141004	PRINTED CIRCUIT	D 6252208	2
120.	3100141005	RELAY/ RELAY V 2241116	R 6141107	4
121.	3100142001	MANIPULATOR	T 6141615	1
122.	3100143001	FUSE	B 1441296	3
123.	3100143002	FUSE	A 1441295	3
124.	3100143003	SWITCH	K 1441212	2
125.	3100144001	PRESSURE SWITCH	K 3141694	1
126.	3100144002	SEALS	F 8346086	1
127.	3100145001	HOSE	D 9331908	1



Sl. No.	Item Code	Description	Part No.	Total Quantity Stock in Hand
128.	3100145002	HOSE	E 9331909	1
129.	3100145004	HOSE	N 1403610	2
130.	3100145005	HOSE	P 9331941	1
131.	3100146001	SEALS SET	X 8149657	1
132.	3100147001	SEAL	J 0030460	2
133.	3100147002	SEAL	U 0030401	2
134.	3100147003	SEALS SET	T 5849699	3
135.	3100148001	INDICATOR	V 6160518	1
136.	3100148002	'O' RING	Z 6030461	10
137.	3100135001	HOSE	A 9331951	1
138.	3100135002	HOSE	B 9331952	1
139.	3100135003	HOSE	C 9331853	2
140.	3100135004	HOSE	D 9331854	2
141.	3100149001	'O' RING	J 0930473	10
142.	3100149002	INDICATOR	W 6150519	1
143.	3100150001	SEAL	L 5251071	2
144.	3100151001	HOSE	H 9431962	2
145.	3100151002	HOSE	G 9431961	2
146.	3100151003	HOSE	D 1403624	2
147.	3100152001	FLEXIBLE HOSE	M 7431978	2
148.	3100152002	HOSE	J 6831997	2
149.	3100152003	HOSE	K 0331922	2
150.	3100152004	HOSE	H 7531978	2
151.	3100152005	HOSE	T 7431915	2
152.	3100152006	HOSE	C9431911	2
153.	3100152007	HOSE	K 7431907	2
154.	3100152007	HOSE	K 7431907	2
155.	3100152008	HOSE	E 7431902	2
156.	3100152009	HOSE	G 9431915	2
157.	3100152010	HOSE	E 6831993	2
158.	3100152011	HOSE	W 7731930	2
159.	3100152012	HOSE	H 9331935	2
160.	3100152013	HOSE	P 7431980	2
161.	3100153001	'O' RING	J 1130458	4
162.	3100153002	SEALS SET	K 5849622	2
163.	3100153003	VALVE	B 4543329	1
164.	3100153004	SEAL	X 5151055	2

+

*[Handwritten signature]*

Sl. No.	Item Code	Description	Part No.	Total Quantity Stock in Hand
165.	3100153005	HOSE (FROM HYD PUMP TO VALVE BANK)	D 6831946	5
166.	3100154001	HOSE	A 6831943	1
167.	3100154002	HOSE	Z 0031831	1
168.	3100155001	SEAL	J 0030460	2
169.	3100155002	SEAL	Z 0030405	2
170.	3100155003	SEAL RING	C 0746030	2
171.	3100155004	SEALS SET (H 8149643)	K 8349607	2
172.	3100155005	SEALS SET	J 8349606	2
173.	3100155006	SEAL	F 8149641	1
174.	3100155007	SEAL KIT	G 8149642	1
175.	3100155008	SEAL	H 8149463	1
176.	3100155009	SEAL	H 6030469	1
177.	3100156001	'O' RING	D 0330421	8
178.	3100156002	CHECK VALVE	E 0143340	1
179.	3100156003	'O' RING	V 0030402	10
180.	3100156004	'O' RING	L 1130483	8
181.	3100156005	PRESSURE SWITCH	X 0341893	4
182.	3100156006	HOSE	P 7431980	2
183.	3100156007	HOSE	J 6831997	2
184.	3100156008	HOSE	N 9431921	2
185.	3100156009	SEAL KIT	Q 8149673	4
186.	3100157001	SPRING	C 2038193	4
187.	3100157002	SEALS SET	J 4749646	2
188.	3100157003	SEALS SET	G 4749644	2
189.	3100157004	SPRING	B 2038192	3
190.	3100157005	SEALS SET	Q 8149673	6
191.	3100157006	SPRING	H 2038198	1
192.	3100157007	SEALS SET	F 4749643	2
193.	3100158001	POCHETTE SET	H 4749645	2
194.	3100158002	SPRING	A 0038295	1
195.	3100158003	POCHETTE SET	G 4749690	6
196.	3100158004	SPRING	K 7038101	4
197.	3100159001	SPRING	N 7038104	4
198.	3100159002	SPRING	M 7038103	2
199.	3100161001	SEALS SET	B 8149683	2

\* 

Sl. No.	Item Code	Description	Part No.	Total Quantity Stock in Hand
200.	3100162001	SENSOR	G 041668	2
201.	3100162002	COMMET FLANGE	R 3020398	2
202.	3100163001	SEALS SET	U 8149654	4
203.	3100163002	SEALS SET	R 8149651	3
204.	3100163003	HOSE	L 9331915	1
205.	3100163005	HOSE	D 9431912	2
206.	3100163006	HOSE	H 9431916	1
207.	3100164001	HOSE	E 9431913	2
208.	3100164002	HOSE	F 9431914	2
209.	3100164003	HOSE	L 9431919	2
210.	3100164004	HOSE	K 9431918	2
211.	3100164006	HOSE	H 7731917	2
212.	3100164007	HOSE	E 9331944	1
213.	3100165001	HOSE	G 7431973	2
214.	3100165002	HOSE	M 5131955	2
215.	3100165003	'O' RING	D 0330421	16
216.	3100165004	HOSE	K 0331922	2
217.	3100165005	HOSE	Q 7731993	2
218.	3100165006	'O' RING	D 0330421	15
219.	3100165007	HOSE	L 5131954	3
220.	3100165008	SEAL	V 0130429	3
221.	3100166001	HOSE	R 7731948	2
222.	3100166002	HOSE	P 7431980	1
223.	3100166003	HOSE	Q 9431923	1
224.	3100166004	HOSE	M 7431932	1
225.	3100166006	HOSE	H 7731963	1
226.	3100166007	HOSE	C 9331907	2
227.	3100166008	HOSE	R 7731948	1
228.	3100167001	HOSE	E 7431925	1
229.	3100167002	HOSE	G 7431927	1
230.	3100167003	HOSE	B 9331906	1
231.	3100167004	SEAL	V 0130429	8
232.	3100167005	HOSE	R 9431924	1
233.	3100167006	HOSE	K 7431907	1
234.	3100167007	HOSE	U 7431939	1
235.	3100167008	HOSE	W 7731930	2
236.	3100167009	FLEXIBLE HOSE	M 7431478	2





Sl. No.	Item Code	Description	Part No.	Total Quantity Stock in Hand
237.	3100167010	HOSE	Z 7431943	2
238.	3100167011	HOSE	P 9431922	2
239.	3100168001	HOSE	P 6831979	2
240.	3100168002	HOSE	N 6831978	2
241.	3100168004	INDICATOR	K 1841642	2
242.	3100169001	SEAL	Q 0251312	4
243.	3100169002	BUSH	W 5151031	2
244.	3100169003	BEARING	X 2939812	1
245.	3100169004	BEARING	W 2930811	1
246.	3100170001	BELLOWS	K 6341408	4
247.	3100170003	COLLAR	U 0136983	2
248.	3100170004	COLLAR	N 2036961	2
249.	3100170007	HOSE	S 7431914	1
250.	3100171001	HOSE	M 7431909	2
251.	3100171002	HOSE	T 9431926	2
252.	3100171003	HOSE	D 9431912	2
253.	3100171004	HOSE	H 9431916	1
254.	3100172001	HOSE	E 9431913	1
255.	3100173001	HOSE	K 9431941	1
256.	3100174001	BREATHER	X 2750591	2
257.	3100174002	SEAL	C 5151013	4
258.	3100174004	SEAL	F 51511016	2
259.	3100174005	PISTON	H 6127874	2
260.	3100174006	DISC	A 5043180	22
261.	3100174007	DISC	H 8143134	20
262.	3100174008	DISC	D 5443183	2
263.	3100174009	SPRING	F 2039196	8
264.	3100174010	SEAL	D 51511015	1
265.	3100174011	JOINT SEAL	G 6030422	8
266.	3100174012	SEAL	H 6030423	2
267.	3100174013	SEAL	J 5251040	8
268.	3100175001	SWITCH	U 1841628	1
269.	3100176004	BULB	Q 0140521	2
270.	3100177001	LIMIT SWITCH	W 0141332	2
271.	3100178001	SEAL	U 0030401	4
272.	3100178002	SEAL	J 00304160	3
273.	3100178003	POCHETTE SET	F 5849618	1



Sl. No.	Item Code	Description	Part No.	Total Quantity Stock in Hand
274.	3100178004	SENSOR	E 3141666	4
275.	3100178005	ROPE	P 5742791	2
276.	3100178006	MANO CONTACT PRES	S 6141821	3
277.	3100178007	SENSOR	G 3141668	3
278.	3100178008	SHUT OFF SWITCH	N 2437736	2
279.	3100178010	PRESSURE SWITCH	A 6141874	3
280.	3100178011	SENSOR	D 3141665	3
281.	3100178012	SENSOR	V 1441291	2
282.	3100178013	SENSOR	W 1441292	2
283.	3100178014	'O' RING	W 9546009	4
284.	3100178015	'O' RING	V 0430441	2
285.	3100179002	VALVE	B 1841864	1
286.	3100179004	HOSE	D 9631943	2
287.	3100179006	SEAL	R 9546050	2
288.	3100179008	SEAL	M 8346067	2
289.	3100179009	SEAL	P 8344069	2
290.	3100179010	SEAL	Q 0430413	2
291.	3100180001	SEAL	R 0430414	2
292.	3100180002	'O' RING	J 1530497	2
293.	3100180003	'O' RING	S 0530442	2
294.	3100180004	'O' RING	F 0230419	2
295.	3100180005	SEAL	G 0746057	2
296.	3100180006	SEAL	W 8346076	2
297.	3100180007	SEAL	J 0746059	2
298.	3100180009	SEAL	K 0746060	2
299.		FILTER CARTRIDGE	C 2750503	10
300.	3100181002	COIL	U 484335	3
301.	3100181003	COIL	D 6143395	2
302.	3100181004	SEAL	K 5251001	1
303.	3100181019	COIL	G 6141834	43
304.	3100182049	WASHER	A 6150269	4
305.	3100183048	'O' RING (J 0530434)	F 0230419	4
306.	3100183059	SEAL	S 8346072	4
307.	3100183060	WASHER	P 0545412	3
308.	3100183061	BEARING	S0239653	1
309.	3100184001	MAIN BALL. 001	47020252	1

*Handwritten signature*

H. E/CL-10 SPARES FOR CUMMINS L-10 ENGINE

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
1	3100201001	UPPER ENGINE GASKET SET	3803293	1
2	3100201002	SEAL RECTANGULAR RING	3033898	1
3	3100204001	SEAL OIL	3804304	1
4	3100204002	SEAL KIT	3804744	1
5	3100204003	SEAL	3803894	1
6	3100204004	KIT GEAR COVER	3803571	1
7	3100205001	NUT REGULATOR HEXAGON	3066257	18
8	3100205002	SCREW SLOTTED SET	3066644	18
9	3100205003	BUSHING	3019733	1
10	3100205004	SHAFT ROCKER LEVER	3803166	1
11	3100205005	BUSHING	3067871	6
12	3100205006	PUSH ROD	3068390	12
13	3100205007	PUSH ROD INJECTOR	3067830	6
14	3100205008	GASKET ROCKER LEVER HOUSING	3896697	1
15	3100206001	DISK VALVE	3014755	1
16	3100206002	BUSHING	3820566	7
17	3100206003	SEAL, PRESSURE REGULATOR VALVE	3026758	1
18	3100206004	SEAL 'O' RING	3037537	1
19	3100206005	SEAL 'O' RING	3046201	3
20	3100207001	CYLINDER LINER	3803703	6
21	3100207002	SHIM, CYLINDER LINER	3032623	6
22	3100207003	SYM, CYLINDER LINER	3034663	6
23	3100208001	KEY, PLAIN WOODRUFF	50000300	1
24	3100208002	GEAR	3038984	1
25	3100209001	MAIN BEARING SET STD.	3801150	1
26	3100209002	BEARING THRUST	3050589	4
27	3100210001	BUSHING	3026188	1
28	3100210002	BEARING THRUST	3084899	2
29	3100210004	BUSHING	3026189	2
30	3100211001	BEARING NEEDLE	3025354	2
31	3100211002	BEARING NEEDLE	3893913	1
32	3100211003	SEAL RECTANGULAR STRIP	3893964	1
33	3100211004	SEAL	3201659	6
34	3100211005	SEAL RECTANGULAR RING	3820945	1
35	3100211006	SEAL RECTANGULAR RING	3820946	1
36	3100211007	SEAL 'O' RING	3883150	1
37	3100211008	SEAL 'O' RING	3046201	1
38	3100212002	ROLLER CAM FOLLOWER	3598488	11
39	3100212003	PIN CAM FOLLOWER (3028106)	3328457	18

*[Handwritten signature]* 141

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
40	3100212004	ROLLER CAM FOLLOWER (INJECTOR)	3598487	6
41	3100212005	SHAFT CAM FOLLOWER	3803724	2
42	3100213001	HOSE	0144044	1
43	3100216001	SEAL 'O' RING	3883042	1
44	3100217001	BEARING THRUST	3028309	1
45	3100217003	GASKET ACCESSORY DRIVE (3883390)	3899746	1
46	3100218001	THERMOSTAT	3076489	1
47	3100219001	SWITCH, PRESSURE	3056344	6
48	3100219002	SAFETY SWITCH TEMPERATURE	3056352	5
49	3100220001	BELT V RIBBED	3037425	1
50	3100223001	HOSE FLXIBLE	3893673	1
51	3100223002	SEAL 'O' RING	3819871	1
52	3100224001	FUEL FILTER (WATER SEPERATOR)	3315843	1
53	3100224002	SEAL 'O' RING	3040817	3
54	3100225001	HOSE FLEXIBLE	3892461	1
55	3100226001	SEAL FRONT GEAR HOUSING	3803355	1
56	3100226002	SEAL 'O' RING	3046201	1
57	3100227001	GASKET, FUEL PUMP	3069103	1
58	3100230001	TUBE, FUEL DRAIN	3600687	1
59	3100230002	TUBE, FUEL DRAIN	3600659	1
60	3100230003	TUBE, FUEL SUPPLY	3821332	1
61	3100230004	TUBE, FUEL DRAIN	3820586	1
62	3100230005	TUBE, FUEL SUPPLY	3600689	1
63	3100230006	VALVE CHECK	3028325	1
64	3100230007	VALVE CHECK (NON RETURN)	3028324	1
65	3100231001	VALVE SHUT OFF	3035344	1
66	3100231002	SEAL RECTANGULAR RING ('O' RING)	0154087	1
67	3100232001	BUSH FLY WHEEL	3275474	1
68	3100234001	THERMOSTAT	3059408	1
69	3100234003	SEAL 'O' RING	3046201	1
70	3100234005	SEAL 'O' RING	3046943	1
71	3100234006	GASKET FILTER HEAD	3820629	1
72	3100234007	GASKET OIL COOLER SUPPORT	3892625	2
73	3100234008	COOLER LUBRICATING OIL	3882324	1
74	3100234009	CLAMP HOSE	3895734	2
75	3100234010	HOSE PLAIN	3820665	1



Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
76	3100236002	SEAL 'O' RING	3033247	1
77	3100238001	GASKET OIL PAN	3882733	1
78	3100238002	OIL PAN RING	3032787	1
79	3100239001	KIT PISTON COOLING NOZZLE	3803495	6
80	3100240002	BEARING CONNECTING ROD	3016760	12
81	3100241001	KIT PISTON (3803624)	3803965	6
82	3100242001	SUPPORT CAM SHAFT	3896335	1
83	3100243001	SEAL 'O' RING	3007759	6
84	3100243002	SLEEVE INJECTOR	3070486	6
85	3100243003	INSERT VALVE EXHAUST	3028070	12
86	3100243004	INSERT VALVE INTAKE	3820180	12
87	3100243005	GUIDE VALVE STEM	3073512	24
88	3100243006	GASKET COVER PLATE	3820872	1
89	3100243007	VALVE INTAKE	3803310	12
90	3100243008	VALVE EXHAUST (3803311)	3803730	12
91	3100243010	SEAL VALVE STEM EXHAUST (3073510)	3328781	24
92	3100243011	GASKET CYLINDER HEAD (3893927)	3328634	1
93	3100243012	COLLET	3275354-C	48
94	3100245002	KIT, TURBO CHARGER REPAIR	3803743	1
95	3100246001	MOTOR STARTER	3021036	1
96	3100247001	HOSE FLEXIBLE	3025152	1
97	3100247002	GASKET CONNECTION	3818846	2
98	3100252001	CONNECTING TURBO OIL DRAIN	3899567	1
99	3100252002	HOSE FLEXIBLE	3820835	1
100	3100252003	SEAL 'O' RING	3046943	1
101	3100252004	TUBE, FUEL, DRAIN	3025228	1
102	3100252006	GASKET TURBO CHARGER	3819378	1
103	3100254001	SEAL 'O' RING	3037537	3
104	3100254002	SEAL, GROMMET	3042401	1
105	3100254003	GASKET, ROCKER LEVER COVER	3883220	1
106	3100254004	CAP FILLER	3029173	1
107	3100255002	SEAL 'O' RING	3819751	2
108	3100256001	GASKET	3893690	1
109	3100256002	GASKET	3899229	1
110	3100258001	CLAMP, V BAND	3896337	1

I. (E/ICMRS) SPARES FOR INDITAL REACH STACKER

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
1.	3100303001	BOOM LIFT CYLINDER KIT		1
2.	3100303002	BOOM EXTENSION CYLINDER KIT		2
3.	3100303003	BOOM TELESCOPIC CYLINDER KIT		2
4.	3100303004	STEERING CYLINDER KIT		1
5.	3100303005	DAMPING CYLINDER KIT		2
6.	3100303006	SIDE SHIFT CYLINDER KIT		2
7.	3100320001	HOSE	27511	2
8.	3100320004	HIGH PRESSURE FILTER	V 30823-08	10
9.	3100320005	TRANSMISSION FILTER ELEMENT	V 30623-08	13
10.	3100320006	TRANSMISSION OIL FILTER ELEMENT 'FLEET GUARD' HF 6198	HF 6198	2
11.	3100330003	HOUR METER	25333	1
12.	3100340002	BULBS - 2441,2476 (10 NOS EACH) AND INDICATOR BULBS (20 NOS.)		1
13.	3100340004	ROCKER SWITCH	25207	2
14.	3100340008	INDUCTIVE PROXIMITY SWITCH (SUPPLY:12-48 VOLTS DC, SON DISTANCE : 7 +/- 10% MM, LENGTH 60MM, EARTH - VE, LOAD 400 MA, NO.XS 2M 18 PA 370 (TELEMECHANIC)		3
15.	3100302001	FEED PUMP	244825-6	1
16.	3100302002	OVERFLOW VALVE	479775-9	2
17.	3100302051	VALVE	244834-8	4
18.	3100302052	NON-RETURN VALVE	244837-1	2
19.	3100302053	HAND PUMP	1698348-8	1
20.	3100301001	OIL FILTER	466634-3	8
21.	3100301002	BYPASS FILTER	477556-5	2
22.	3100301003	OIL FILTER	478736-2	6
23.	3100301004	FUEL FILTER	3825133-6	21
24.	3100301005	FAN BELT	766847-6	1
25.	3100301006	CONTROL SAFETY WATER (25393)	194505	1
26.	3100301008	ENGINE AIR FILTER ELEMENT (OUTER) 'FLEET GUARD'	HM 2437	3
27.	3100301009	ENGINE AIR FILTER		

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
		ELEMENT (INNER) 'FLEET GUARD'	HM 2438	5
28.	3100304001	AIR FILTER ELEMENT	8152010	6
29.	3100305001	BRACKET	12285	4
30.	3100305002	BEARING SKF GE 20 ES		3
31.	3100305003	BEARING HOLDER	12281	3
32.	3100305004	LEVER TWIST LOCK	12291	4
33.	3100305005	BUSH - TWIST LOCK	12299	4

J. (A/CT) SPARES FOR CONTAINER TRAILER

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
1	3040501004	LEAF SPRING	20610301	10
2	3040501020	SPRING LEAF	20603906	4
3	3040501021	CENTER BOLT WITH NUT	20602014	45

#

*[Handwritten Signature]* 145

K. B/ PMAL (B & H) SPARES FOR PRIME MOVER (B & H)

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
1	3041410002	SUB ASSEMBLY OF FAN 19.5" DIA FAN TO PULLY HUB	B 2058301	12
2	3041412002	3/8" BSF BOLT	P 1304539	26
3	3041412003	ADJ. PLATE	F 3533211	2
4	3041412004	3/8" BSF BOLT 3 1/4" LONG	F 3030013	6
5	3041412006	SPL. WASHER FOR ADJ. PLATE AND COUPLING	F 4933715	10
6	3041412007	DRIVING PLATE	F 3032114	22
7	3041412008	SLEEVE	F 3430515	64
8	3041412009	3/8" BSF CLEVELOC NUT -- THIN	H 3750611	46
9	3041435001	SELECTOR SHAFT	N 3302815	3
10	3041435002	OUTER LEVER	F 2452611	6
11	3041435003	BALL JOINT (BIG) FOR GEAR BOX LINKAGE	F 7456200	3
12	3041435005	BALL JOINT (SMALL) LH	F 7456100	5
13	3041435006	SUB ASSEMBLY KNUCKLE BALL JOINT	B 1790904	5
14	3041436001	SPEEDO DRIVE KIT	B 5710004	1
15	3041459001	MAIN ASSEMBLY UNLOADER VALVE WITH TYRE INFLATOR	F 7411300	1
16	3041460001	DUAL BRAKE VALVE	F 7414000	2
17	3041464001	QUICK RELEASE VALVE	F 3916330	3
18	3041465001	QUADRUPLE SYSTEM PROTECTION VALVE	F 3981000	3
19	3041466001	DOUBLE CHECK VALVE	F 3923900	3
20	3041467001	GRADUATED HAND CONTROL VALVE	F 7413500	3
21	3041491001	MASTER CYLINDER ASSY.	F 7414300	9
22	3041492001	SLAVE CYLINDER ASSY.	F 3962000	1



L. B/TRCR (B & H) SPARES FOR TRACTOR HEAD

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
1.	3040601004	BUSH	F 0530732	5
2.	3040601006	NUT 9/16 DIA B & F	F 3522915	30
3.	3040601007	STUD 9/16 "XY.3" BSF	F 3745815	48
4.	3040601008	STUD 7/16 "X 2.4" BSF	F 3741615	11
5.	3040601009	NUT 7/16" DIA BSF	F 3546111	13
6.	3040601012	THRUST WASHER	F 4830032	2
7.	3040601014	BUSH	F 0530035	2
8.	3040601018	ADAPTER AL 12086	F 0135915	3
9.	3040601019	'O' RING	F 2758200	49
10.	3040601021	FRONT COVER	P 0900711	1
11.	3040601022	SEALING 1/2 " RING-SEALING FELT	K 0740150	10
12.	3040601029	VALVE SPRING	F 3631410	3
13.	3040601033	IDELEL SPINDLE/ BOLT	F 353 2575	2
14.	3040602005	SLEEVE INJECTOR	F 3420132	10
15.	3040602008	VALVE SPRING INNER	F 3600410	24
16.	3040602009	VALVE SPRING OUTER	F 3629910	24
17.	3040602010	VALVE SPLIT CONE	F 3431415	18
18.	3040602012	VALVE/ SEAL AL10199	F 2738300	88
19.	3040602013	VALVE SPRING COLLAR LOWER	M 342 1415	31
20.	3040602015	ROCKU LEVER WITH SHAFT	F 2050210	3
21.	3040602016	ROCKU SHAFT	F 3337115	2
22.	3040602017	SPRING	F 363 1110	16
23.	3040602018	EXTERNAL CIRCLIP	F 073 1010	9
24.	3040602023	GASKET CYLINDER HEAD	F 1736100	15
25.	3040602024	VALVE CAP	1736100	29
26.	3040602025	JOINT INLET 1-2-4 & 5 CYLINDER	F 173 9100	17
27.	3040602028	GASKET	F 1736300	9
28.	3040602030	CYLINDER HEAD REPAIR KIT	P 1000951	20
29.	3040602033	GASKET	F 1736400	8
30.	3040602034	THERMOSTAT	F 3979100	2
31.	3040602035	INJECTOR SLEEVE	P 3100234	2
32.	3040602036	VALVE SPRING	F 3631010	5
33.	3040602037	JOINT FOR EXHAUST MANIFOLD CTR/A 5&6 CYLINDER	I 747400	12
34.	3040602038	JOINT FOR EXHAUST MANIFOLD	F 1050616	48
35.	3040603001	ROLLER BEARING	K 0233410	18
36.	3040603002	OIL SEAL	K 27383600	8
37.	3040603004	GASKET	F 1743400	18

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
38.	3040603006	SEEGER CIRCLIP	K 0732910	17
39.	3040604001	TIMING CASE	I 840 242	1
40.	3040604002	OIL SEAL	F 2738000	14
41.	3040605001	ROD CONNECTING COMPLETE WITH CAP	F 3231211	7
42.	3040605002	SMALL END BUSH	F 0302932	12
43.	3040606001	NUT	F 2939015	2
44.	3040606003	PLUG	F 3132031	2
45.	3040606005	SPRING RETAINER	F 0840015	6
46.	3040607000	WATER PUMP	F 3910000	7
47.	3040607003	INSERT CERAMIC	3410200	4
48.	3040607008	BALL BEARING (JOURNAL)	F 0231910	6
49.	3040607013	OIL SEAL	2733100	4
50.	3040607014	OIL SEAL	F 2739100	14
51.	3040607015	OIL SEAL	2733300	6
52.	3040607016	TAB WASHER	F 4930930	1
53.	3040607018	WATER PUMP SEAL	2743800	6
54.	3040607020	KEY 1/2" WOODRUFF	F 09455212	26
55.	3040607025	WATER PUMP PULLEY	F 1536022	2
56.	3040607026	CIRCLIP AL 6557	F 0737910	1
57.	3040607027	SEAL AL 1919	F 2732500	15
58.	3040607029	AUTO WATER PUMP KIT WK.57		16
59.	3040607033	WATER PUMP KIT	P 0930111	10
60.	3040607036	BOLT 5/16" DIA. X 2 3/8" LONG BSF	10505518	6
61.	3040607037	BOLT 5/16" X 2 3/8" LONG BSF	H 1050519	24
62.	3040607038	WATER PUMP PACKING		12
63.	3040607039	WATER PUMP KIT (FOR AL 680 ENGINE WITH TURBO CHARGER)	P 0904651	2
64.	3040610002	AIR VENT SCREW OVR FLOW		12
65.	3040611001	FEED PUMP	P 1302239	1
66.	3040611003	OVER FLOW VALVE	P 130 1442	19
67.	3040611004	SPRING	P 130 2236	22
68.	3040612000	INJECTOR	9430031207	52
69.	3040612001	INJECTOR ASSY AL 4328	F 3955600	13
70.	3040612003	SHIM 0.35MM	P 1303944	2
71.	3040612004	SHIM 0.40MM	P 1304044	1
72.	3040612005	SHIM 0.45MM	P 1304144	6
73.	304061006	SHIM 0.50MM	P 1304244	8
74.	304061007	SHIM 0.55MM	P 1304344	2
75.	3040612008	SHIM 0.60MM	P 1304544	8

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
76.	3040612009	SHIM 1.0MM	P 1304744	2
77.	3040612010	SHIM 2.0MM	P 1304844	20
78.	3040612012	LEAK OFF PIPE INTERNAL COMPLETE	F 1935515	9
79.	3040612013	INJECTOR OIL SEAL	F 2736300	9
80.	3040612021	SPRING	P 1302136	3
81.	3040612022	GEAR OIL PUMP	F 1630115	3
82.	3040612024	GEAR OIL PUMP	F 1630215	3
83.	3040612025	'O' RING	F 2738100	9
84.	3040612029	FUEL FILTER COMPLETE	F 3982100	1
85.	3040612030	PRE FILTER INSERT	F 3991400	18
86.	3040612031	MICRO FILTER COIL TYPE	F 3991400	12
87.	3040612032	MICRO FILTER STAR TYPE	F 3991500	14
88.	3040613000	COMPRESSOR	M 100280	2
89.	3040613001	JOINT GASKET	173 7800	1
90.	3040614001	BUSH	P 1000605	2
91.	3040614002	DELIVERY VALVE SPRING	P 1000134	6
92.	3040614003	DELIVERY VALVE SEAT	P 100034	4
93.	3040614004	SMALL END BUSH	P 1000105	4
94.	3040614005	BUSH	P 1000505	2
95.	3040614007	CYLINDER HEAD REPAIR KIT	P 1000951	1
96.	3040614008	VALVE SPRING INLET	P 1000236	8
97.	3040614010	INLET VALVE DISK	P 1000130	6
98.	3040614013	RING SEAT (RING REPAIR KIT)	P 1002551	2
99.	3040614014	DRIVING PLATE	F 3032114	27
100.	3040614015	COUPLING	F 3231311	2
101.	3040616003	SHOEL	F 1034114	17
102.	3040616004	AIR MANIFOLD HOUSE		18
103.	3040617001	ELEMENT	F 4030100	41
104.	3040617002	SEAL FILTER HEAD	F 2732500	1
105.	3040617004	SEAL FILTER HEAD	F 2715000	14
106.	3040617005	OIL FILTER LEAD COOPERS	F 1811122	60
107.	3040618001	PIPE COMPLETE	B 2051501	2
108.	3040618002	FUEL FILTER PIPE	B 2051502	1
109.	3040618003	PIPE COMPLETE	B 2051503	1
110.	3040618006	FELT DISC	P 13000340	4
111.	3040618007	FILTER COVER WASHER (GASKET)	P 1300917	2
112.	3040618008	SCREW	P 1311435	1
113.	3040618012	SCREW	P 1315635	3
114.	3040619002	C.E BALL BEARING SKF 6202	26210708	1
115.	3040619003	D.E BALL BEARING NOEMA 6303	P 1201602	1

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
116.	3040619004	C.E BALL BEARING	P 1200102	2
117.	3040619005	D.F BALL BEARING	P 1201120	2
118.	3040619006	SPRING	P 1201836	4
119.	3040620001	COMMUTATOR END BRACKET	P 1200304	3
120.	3040620002	BRUSH SPRING	9030-1092	2
121.	3040620003	FIELD COIL SET	P 1200453	1
122.	3040620005	BRACKET	P 1200104	3
123.	3040621004	OIL SEAL	P 3700527	4
124.	3040621005	BEARING BUSH D.F	P 3701802	5
125.	3040621013	BALL BEARING C.F	P 1201002	2
126.	3040621016	TURBO CHARGER K3/K4	5339706409	3
127.	3040621017	TURBO CHARGER KIT (10010)	633371	4
128.	3040622001	FRONT ENGINE MOUNTING PAD RUBBER METALISTIC	F 2630900	44
129.	3040622002	R FLEXIBLE BUSH METALISTIC	F 0500650	16
130.	3040622003	FLEXIBLE HOSE	P 1403419	2
131.	3040622004	FLEXIBLE HOSE	P 1403319	1
132.	3040622005	FLEXIBLE HOSE	P 1402819	1
133.	3040623002	CLIP	F 0830710	2
134.	3040623003	ELBOW HOSE AL 10983	F 1310050	5
135.	3040623006	RADIATOR FLEXIBLE HOSE (FRONT)	F 1930210	33
136.	3040624001	RUBBER HOSE	F 1902450	9
137.	3040625001	DRIVING PLATE	F 3030111	11
138.	3040625002	PIN FOR LEVER	F 0430015	74
139.	3040625003	BRACKET FOR LEVER	F 0430015	36
140.	3040625005	CLUTCH PLATE 16 1/4"	K 3047614	6
141.	3040625007	BACK PLATE	F 3030622	9
142.	3040625008	WITHDRAWAL PLATE	F 3030522	26
143.	3040625009	SPRING PLATE	K 304 7414	18
144.	3040625011	SHIM FOR PRESSURE PAD	F 4433610	1
145.	3040625012	PRESSURE PAD	M 263 0015	6
146.	3040625013	SPRING INNER	F 363 3010	87
147.	3040625014	MASTER CYLINDER KIT	F 1600751	55
148.	3040625015	SLEEVE CYLINDER KIT AL 20184	P 1600251	40
149.	3040625016	BEARING	K 0200410	2
150.	3040625017	CLUTCH PEDAL RETURN SPRING	M 362 6210	13
151.	3040625018	SPRING	F 3623010	10
152.	3040625020	SET SCREW	F 2050404	12
153.	3040625021	BUSH FOR LEVER	F 0530115	74
154.	3040625022	WASHER	F 4919800	9

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
155.	3040625023	CLUTCH FACING	F 1240422	3
156.	3040625024	LEVER	K 2403311	24
157.	3040625026	BOLT FOR DRIVING PLATE TO FLY WHEEL - 7/16" DIA	H 1050709	40
158.	3040626001	PIPE AL. 2875	B 1400305	2
159.	3040626001	PEDAL RETURN SPRING	F 362 6210	2
160.	3040626002	SPRING	F 3632610	2
161.	304062603	LEVER	F 2433211	15
162.	3040628002	CLUTCH MASTER CYLINDER ASSEMBLY CD-TVS	29066129	4
163.	3040628003	REPAIR KIT FOR CLUTCH MASTER CYLINDER CD-TVS	29966599	40
164.	3040629001	MASTER CYLINDER KIT	64967149	15
165.	3040629003	HIGH PRESSURE HOSE	P 1600119	1
166.	3040630001	ROLLER BEARING	K 0233510	2
167.	3040630002	OIL SEAL	F 2738800	3
168.	3040630003	GREASE CUP	F 2530200	3
169.	3040630004	OIL SEAL	F 2738500	17
170.	3040630005	ROLLER BEARING	F 0233810	9
171.	3040630006	BUSH REVERSE GEAR	F 0530915	4
172.	3040630007	OIL SEAL	F 2737500	38
173.	3040630008	SPRING 7/8"	F 363 0810	12
174.	3040630009	BALL 1/16" DIA	F 483 0110	18
175.	3040630010	JOINT FOR FILLER PLUG (WASHER)	M 493 0030	2
176.	3040630012	OIL SEAL	K 2701400	15
177.	3040630014	BALL BEARING	F 0233610	6
178.	3040630017	CLUTCH WITHDRAWAL BEARING	0200410	8
179.	3040630024	PIN	F 0906815	12
180.	3040630026	SPRING	F 3632710	20
181.	3040631002	SPHERICAL BEARING	F 0231330	11
182.	3040631003	FELT WASHER	K 4930600	4
183.	3040631004	BUSH FOR END OPERATING LEVER	F 0530015	2
184.	3040631005	BUSH	F 0531830	3
185.	3040631006	SPRING	F 3632810	2
186.	3040631007	BOLT 1/4" X 14" LONG BST	F 3536411	5
187.	3040631011	PLATE FOR SPRING CUP	F 3047514	50
188.	3040631012	DIE CHANGE SPEED	F 1630522	2
189.	3040631013	COVER FOR LEVER PILOT	F 1131360	3
190.	3040631016	LEVER	F 244091	6
191.	3040631017	OPERATING SHAFT	F 3334915	1
192.	3040631018.	GEAR SELECTOR ARM (CHANGE SPEED OPERATION)		4

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
193.	3040632001	OIL SEAL	F 2737800	14
194.	3040632002	OIL SEAL	F 2737900	27
195.	3040632003	BEARING	K 023 4610	4
196.	3040632004	FLANGE YOKE	KJ.6ZGB-319	6
197.	3040632006	UNIT PACKAGE	P 6600712	4
198.	3040632007	NUT	M 3481211	32
199.	3040632008	OIL SEAL	F 273 6900	20
200.	3040632009	UNIT PACKAGE	P 5500139	10
201.	3040632010	UNIT PACKAGE	P 5500439	9
202.	3040632018	BLOCK MOUNTING	F 0430511	12
203.	3040632019	SLEEVE YOKE WITH CLOSING WASHERT GB TO BA KJ3GB-418		4
204.	3040632020	BUSH	F 0530650	18
205.	3040633001	BEARING	F 0234810	1
206.	3040633002	OIL SEAL	F 02736800	11
207.	3040633005	CAM SHAFT RH AL 20148	P 1600643	1
208.	3040633006	CAM SHAFT LH AL 20147	P 1600543	1
209.	3040633008	WHEEL NUT RH	F 3547115	49
210.	3040633009	WHEEL NUT LH	F 3550015	60
211.	3040633010	SHIM	F 4433310	1
212.	3040633013	OIL SEAL	F 2737200	12
213.	3040633014	SPECIAL TAPPED PLUGS	F 3130122	2
214.	3040633015	BRAKE LINER WITH RIVET AL 20059	P 1704254	13
215.	3040633019	SHIM 0.020MM THICK AL 8354/20	F 4437610	1
216.	3040633020	SHIM 0.010MM THICK AL 8354/10	F 4437510	21
217.	3040633021	SHIM 0.002MM THICK AL 8354/2	F 4433010	22
218.	3040633022	SHIM 0.005MM THICK AL 8354/5	F 4437510	24
219.	3040633023	BRAKE LINER RR STD AL 20059	P 1705154	24
220.	3040633024	THRUST WASHER	F 4930230	7
221.	3040633025	SHIM 0.002, 0.003, 0.010, 0.015	K 4407410	11
222.	3040633026	THRUST WASHER	K 4932730	23
223.	3040633027	THRUST WASHER KIT	P 3101749	8
224.	3040633028	'O' RING	F 2737100	4
225.	3040633029	NEEDLE BEARING	F 0207210	10
226.	3040633030	GASKET JOINT	F 21739600	4
227.	3040633031	OIL SEAL	F 2703100	20
228.	3040633032	BRAKE DRUM SET SCREW	H 2080812	96
229.	3040634001	OIL SEAL	F 2703700	4
230.	3040634002	'O' RING	F 2738400	17

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
231.	3040634004	LOCK NUT	F 3546515	100
232.	3040634006	DRIVE FLANGE	F 1430322	1
233.	3040634007	'O' RING FOR HVB	F 2737700	10
234.	3040635002	TIMKEN BEARING (DIFFERENTIAL)	F 0233310	2
235.	3040636001	RIVET 3/16" DIA	M 3533110	20
236.	3040636002	'O' RING	F 2736500	29
237.	3040637001	BUSH AXLE ARM (BOTTOM)	F 0501600	5
238.	3040637002	AXLE ARM BUSH (TOP)	F 0501435	5
239.	3040637003	BUSH	K 0501600	4
240.	3040637004	OIL SEAL RING LOWER	F 2736150	6
241.	3040637005	OIL SEAL RING UPPER	F 2737600	10
242.	3040637006	BUSH	P 1600805	12
243.	3040637007	SOCKET END RH	F 2150511	3
244.	3040637008	SOCKET END LH	F 2150611	3
245.	3040637009	WHEEL STUD RH	F 373815	30
246.	3040637011	LOCKING NUT 6/8" BSF	F 3546915	26
247.	3040637012	TAPPER ROLLER BEARING	F 0232910	3
248.	3040637013	WHEEL STUD LH	F 3738615	39
249.	3040637014	NEEDLE BEARING AL 20370	P 1600102	2
250.	3040637016	RIVET	F 3533210	8
251.	3040637017	SPRING	F 3632110	4
252.	3040637018	TAPPER ROLLER BEARING	F 232810	5
253.	3040637019	OIL SEAL	F 2707300	6
254.	3040637020	'O' RING	M 2736150	1
255.	3040637021	OIL SEAL RING	M 070150	8
256.	3040637022	HYDRAULIC CYLINDER	F 3962300	2
257.	3040637023	OIL SEAL	F 2737200	12
258.	3040637024	SOCKET	F 2152811	1
259.	3040637025	SOCKET	F 2152911	1
260.	3040637026	SHIM 0.020MM	F 4401810	24
261.	3040637027	OIL SEAL	F 2736900	12
262.	3040637028	SPECIAL NUT	F 3552315	2
263.	3040637029	TAPPER ROLLER BEARING	F 0233010	9
264.	3040637030	NEEDLE BEARING	F 0200510	16
265.	3040637031	SHIM 0.50MM	F 4401910	24
266.	3040637032	SOCKET	F 3152611	1
267.	3040637033	THRUST WASHER	F 4935710	3
268.	3040637034	HOSE ASSY.	B 2410207	3
269.	3040637035	CONTROL ROD	F 3220315	1
270.	3040637036	BUSH	F 0501032	20
271.	3040638001	CAGE AND ROLLER	K 4330310	2
272.	3040638002	BUSH	F 0531630	6
273.	3040638003	WASHER	K 4919400	6

+



Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
274.	3040638004	NEEDLE ROLLER	K 0207910	3
275.	3040638005	NEEDLE BEARING	P 0901551	1
276.	3040638006	OIL SEAL	M 2736700	1
277.	3040639001	SOCKET RH	F 2158011	2
278.	3040639002	SOCKET LH	F 2151011	3
279.	3040639003	INNER DIE	F 0950132	12
280.	3040639004	OUTER DIE	F 0950032	6
281.	3040639005	BALL PILLER	F 0940315	6
282.	3040641002	DIAPHRAGM STOP LIGHT SWITCH	P 100541	10
283.	3040641003	DIAPHRAGM TYPE 24 (BRAKE CHAMBER)	P 1001241	10
284.	3040641004	HOSE	P 1000519	1
285.	3040641005	HOSE	P 1000319	6
286.	3040641006	HOSE	P 1001019	2
287.	3040641008	REPAIR KIT EL BRAKE VALVE	P 1004151	18
288.	3040641013	REPAIR KIT	P 1003131	10
289.	3040641015	BRAKE LINER FRONT (STD)	20058	6
290.	3040641019	PUSH TYPE CLUTCH VALVE	P 1003039	6
291.	3040641020	SLACK ADJUSTER REPAIR KIT	P 1004551	7
292.	3040641021	SLACK ADJUSTER REPAIR KIT RR	P 1004451	5
293.	3040645001	PLUNGER ASSY	P 1001842	3
294.	3040645002	SPRING	P 1001336	3
295.	3040646001	SEAL ASSY	P 1000227	8
296.	3040646002	SEAL SPRING	P 1002636	9
297.	3040646003	SPRING (TYPE 12)	P 100336	3
298.	3040646004	SPRING (TYPE 20)	P 1002836	3
299.	3040646005	SPRING (TYPE 24)	P 1003036	3
300.	3040646006	BUSH AL 9572	F 0530926	6
301.	3040647002	GAITER	F 1130160	8
302.	3040657001	SPRING EYE BUSH (BUSH FOR SHACKLE)	F 0531232	2
303.	3040657002	RUBBER BUFFER (SPRING BUFFER) AL 5978	F 2630600	3
304.	3040657003	FRONT SPRING BUFFER	M 2630300	8
305.	3040657004	FRT SPRING BOLT & ANTE BUFFERAL 6097	F 3533511	14
306.	3040657005	SHACKLE PIN	F 0940715	12
307.	3040657006	SPRING MAIN LEAF	F 3172345	2
308.	3040657008	FRONT SPRING SECOND LEAF	F 3621810	2
309.	3040657009	FRONT SPRING THIRD LEAF	F 4500910	1
310.	3040657010	FRONT SPRING FOURTH LEAF	F 3621910	2

*[Handwritten signature]*



Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
311.	3040657011	SPRING EYE BUSH	F 0531232	22
312.	3040658001	DIRT SEAL	F 2736000	6
313.	3040658002	'U' BOLT (FOR CLAMP)	F 353691	4
314.	3040658003	R.R. SPRING 2 <sup>ND</sup> LEAF AL 11961	F 3112445	2
315.	3040658004	R.R. SPRING 3 <sup>RD</sup> LEAF	F 3616110	2
316.	3040658005	SPRING REAR 4 <sup>TH</sup> LEAF	F 3616210	1
317.	3040658006	SPRING REAR MAIN LEAF	F 4503810	1
318.	3040658007	SPRING REAR SECOND LEAF	F 4503810	2
319.	3040658008	SPRING REAR 4 <sup>TH</sup> LEAF	F 3629310	2
320.	3040658009	SPRING REAR MAIN LEAF	F 4501010	2
321.	3040658010	SPRING 2 <sup>ND</sup> LEAF AL 8151/2	F 4501110	2
322.	3040658011	REAR SPRING 3 <sup>RD</sup> LEAF	F 4501210	2
323.	3040658012	REAR SPRING 4 <sup>TH</sup> LEAF	F 4501310	2
324.	3040659001	R R SPRING BUFFER	F 2632700	10
325.	3040660001	BUSH RADIUS RODS	F 0503000	24
326.	3040660002	TAPPER PIN (AXLE CASING)	F 093515	2
327.	3040660003	TAPPER BUSH	F 0520715	3
328.	3040660004	SPLIT TAPPER BUSH	531730	12
329.	3040663001	BALL JOINT AL 2595	F 1700900	6
330.	3040663002	SPRING AL 2317	F 3630010	6
331.	3040666001	FILTER CAP COMPLETE 1617	B 5000302	2
332.	3040666002	INDICATOR AL 1574	F 2032800	1
333.	3040666003	STRAP COMPLETE AL 10901	B 5000106	4
334.	3040667002	LEXIBLE TUBE (FLEX. PIPE) AL 7520	F 1930110	9
335.	3040667003	EBOW ASSY. AL 10023	F 1330122	3
336.	3040667004	FLANGLE AL 2896	F 1430711	3
337.	3040667005	INSERT ENGINE MANIFOLD TO FLANGE AL 3900	F 3430922	3
338.	3040667006	MANIFOLD INSERT	F 3430722	3
339.	3040668002	PIPE AL 4693	B 4400402	2
340.	3040668005	BANJO BOLT A 307	F 3131415	8
341.	3040669001	PACKNING RING	P 1305935	3
342.	3040672002	AIR PRESSURE GAUGE AL 2489	F 2032700	2
343.	3040672003	AMMETER AL 1520	F 2035300	2
344.	3040675002	SNAP RING	P 2900307	1
345.	3040675003	PIN	P 2900209	2
346.	3040675004	SPRING	P 2900236	1
347.	3040676001	SNAP RING	P 2900207	1
348.	3040676002	SPRING	P 2900136	1
349.	3040676003	RETURN OIL FILTER ELEMENT KIT	P 2900240	1
350.	3040677001	GEAR PLATE	P 1401730	1
351.	3040677002	SEAL LEAD	P 1404127	2
352.	3040677003	RING SEAL	P 1401007	2

\* 

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
353.	3040678001	'O' RING	P 1402127	2
354.	3040678002	WEAR RING	P 1400407	2
355.	3040678003	SEAL	P 1403427	1
356.	3040678004	SHIM	P 1400244	3
357.	3040678006	'O' RING	P 1401827	1
358.	3040679001	RETAINING RING	P 4200307	2
359.	3040679002	'O' RING	P 4200427	1
360.	3040679003	SEALING RING	P 4200527	1
361.	3040679004	SEALING RING	P 4200207	1
362.	3040679005	VALVE	P 4200242	1
363.	3040679006	GASKET	P 4200117	1
364.	3040679007	GASKET	P 4200217	1
365.	3040679008	GASKET	P 4200317	1
366.	3040679009	GASKET	P 420417	1
367.	3040679010	'O' RING	1P 4200927	1
368.	30406780001	FIFTH WHEEL COUPLING ASSY	10100	1
369.	30406780002	JAW LOCKING	10101	1
370.	30406780003	WEDGE LOCKING	10102	7
371.	30406780004	PIN JAW	10103	7
372.	30406780005	PIN WEDGE	10104	9
373.	30406780007	WASHER	10106	8
374.	30406780008	HEX: NUT	10107	4
375.	30406780009	U-PLATE	10114	12
376.	3040680011	SPRING JAW	10122	21
377.	30406870012	SPRING HAND LEVER	10123	23
378.	30406870013	SPRING LOADED PLUNGER	10126/30	11
379.	3040680014	PIVOT PIN OPERATING HANDLE	10131	20
380.	3040680015	SCREW ADJUSTABLE	10133	4
381.	3040680016	KING PIN 50.8 MM DIA	10400	4
382.	3040706001	REPAIR KIT	MSP 3/44	5
383.	3040707001	REPAIR KIT CD-TVS	MSP 3/49	18
384.	3040710001	REPAIR KIT	MSP 3/5	9
385.	3040712001	REPAIR KIT	MSP 3/40	5
386.	3040713001	REPAIR KIT	MSP 8/22	5
387.	3040716001	THROTTLE CYLINDER ASSY	M 301020	2
388.	3040716002	REPAIR KIT	MSP 3/24	5
389.	3040743001	REPAIR KIT	MSP 3/ 4	5
390.	3040746001	REPAIR KIT	MSP 8/14	15
391.	3040747001	REPAIR KIT	MSP 8/7	3
392.	3040748001	REPAIR KIT	MSP 8/1	1
393.	3040755001	REPAIR KIT	MSP 3/39	18
394.	3040758001	REPAIR KIT	MSP 3/8	9

*[Handwritten signature]*

Sl. No.	Item Code	Description	Part No.	Total Qty. of Stock in hand
395.	3040762001	REPAIR KIT	MSP 25/2	8
396.	3040763001	REPAIR KIT	MSP 25/4	12
397.	3040764001	REPAIR KIT	MSP 8/24	2
398.	3040701001	CYLINDER HEAD REPAIR KIT	MSP 1/9	4
399.	3040701002	MAJOR REPAIR KIT	MSP 1/10	5
400.	3040701003	PISTON REPAIR KIT CD-TVS	MSP 1/56	5
401.	3040701004	PISTON REPAIR KIT CD-TVS	MSP 1/97	1
402.	3040701005	PISTON RING REPAIR KIT CD-TVS	MSP 1/71	5
403.	3040701006	PISTON REPAIR KIT CD-TVS	MSP 1/72	5

*Jr*

*+*

**APPENDIX - 12**  
**DRAWING NO. 9455-05-2003-REV (0)**

A copy of the Drawing No. 9455-05-2003-Rev (0) is attached.

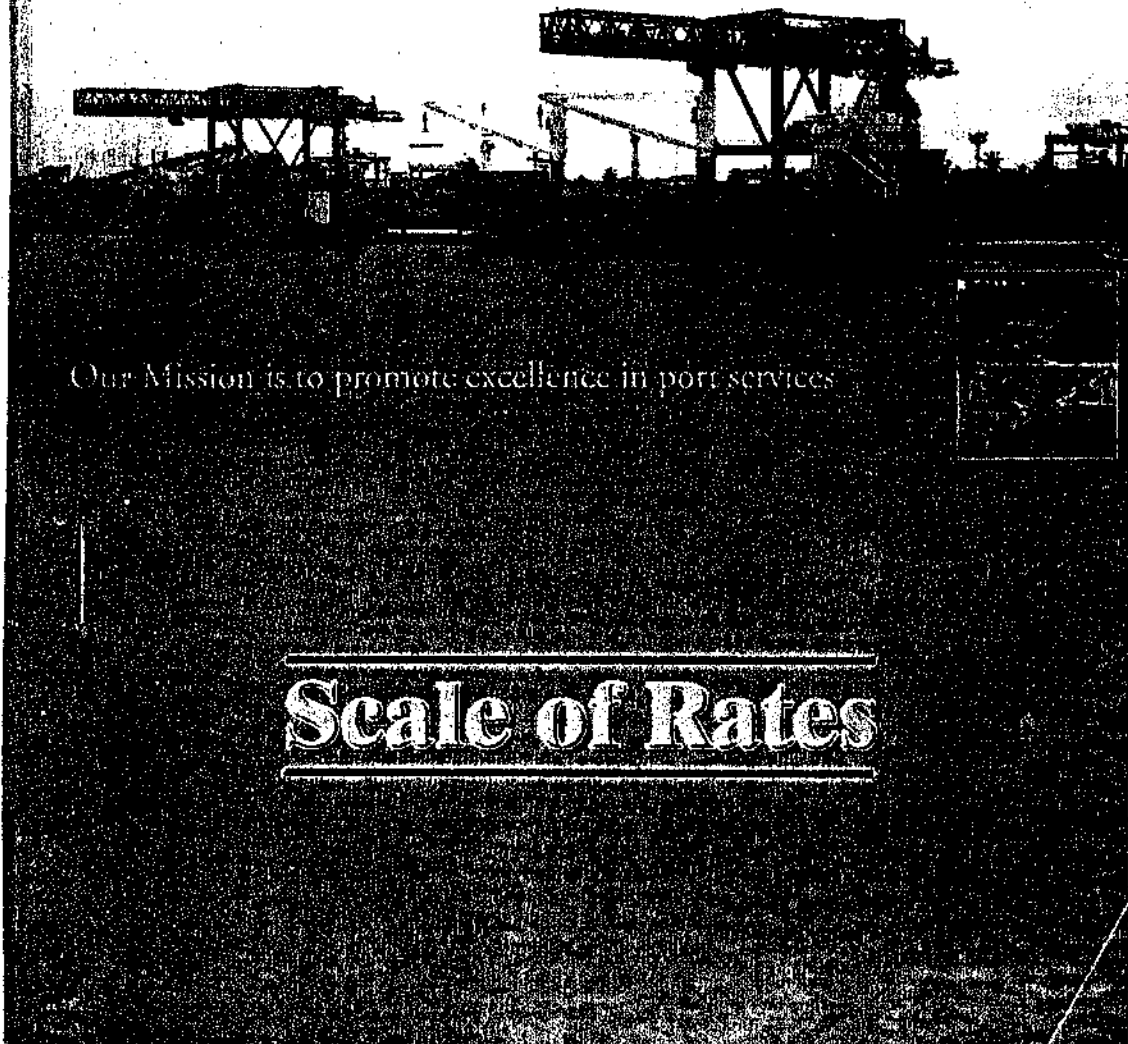
 158



# Cochin Port Trust

Willingdon Island, Cochin - 682 009

ISO 9001:2000 Port



Our Mission is to promote excellence in port services

## Scale of Rates

TS  
*[Signature]* S1



COCHIN PORT TRUST  
Willingdon Island, Kochi-9

Office of the F.A. & C.A.O.

28<sup>th</sup> January 2004

CAD Crs. No. 502/2004

CIRCULAR

Sub: Revised Scale of Rates of CoPT

The Tariff Authority for Major Ports (TAMP) vide its Notification No. TAM/175/2002-CoPT dated 09.01.2004 has notified in the Gazette of India, Extraordinary (Part III Section 4) vide Gazette No.14 the revised scale of Rates of Cochin Port Trust on 14<sup>th</sup> January 2004. The revised rates and conditionalities relating to Cargo Related Charges and Vessel Related Charges will become effective from 29.01.2004 and 12.02.2004 respectively.

A copy of the approved Scale of Rates is enclosed for necessary information and action.

F.A. & C.A.O.

(To be published in Part -III Section 4 of the  
Gazette of India, Extraordinary)

## TARIFF AUTHORITY FOR MAJOR PORTS

No. Tamp/75/2002-COPT

Mumbai 9 January 2004

### NOTIFICATION

In exercise of the powers conferred under Sections 48, 49 and 50 of the Major Port Trust Act, 1963 (38 of 1963), the Tariff Authority for Major Ports hereby approves the proposal of the Cochin Port Trust for general revision of its Scale of Rates as in the Order appended hereto.

Sd/-  
**A.L. BONGIRWAR**  
Chairman

# CONTENTS

SL.NO:	PARTICULARS	PAGE
I	DEFINITIONS GENERAL	1-8
II	VESSEL RELATED CHARGES	
1	PORT DUES	9 - 10
2	PILOTAGE	10 - 11
3	BERTH HIRE	14 - 15
4	SUPPLY OF FRESH WATER TO VESSELS	17
III	CARGO RELATED CHARGES	
5	WHARFAGE	18 - 20
6	DEMURRAGE	22 - 23
7	CHARGES FOR USE OF WHARF CRANES - SECOND OPERATION	26
8	CHARGES FOR USING PORT'S GRABS FITTED TO SHORE CRANES	27
9	CHARGES FOR LIGHT DUTY FORKLIFT TRUCK	27
10	REQUISITION CANCELLATION CHARGES	27
11	REMOVAL CHARGES	28
IV	CONTAINER RELATED CHARGES	
12	GANTRY CRANES CHARGES	29 - 30
13	CHARGES FOR PRIME MOVERS, CHASSIS & OTHERS	30
14	WHARFAGE	30
15	REEFER CHARGES	30
16	COMPOSITE RATE FOR TRANSHIPMENT CONTAINER HANDLING	31
17	GROUND RENT	32 - 33
18	STUFFING & DE-STUFFING CHARGES	34
19	HANDLING CHARGES OF ICD CONTAINERS BY RAIL	34



V MISCELLANEOUS CHARGES :

20	FLOATING CRAFT CHARGES	35
21	CHARGES FOR BARGE JETTIES	35
22	ERRECTING HOARDINGS	35 - 36
23	FUMIGATION CHARGES	36
24	ISSUE OF ENTRY & CLEARANE CERTIFICATE	36
25	LICENCE FEE FOR USE OF PORT'S BUNKS	36 - 37
26	LICENCE FEE PORT'S JETTIES, PIERS ETC,	37
27	CHARGES FOR OIL PUMPING FACILITIES	37
28	CHARGES FOR USE OF PORT'S DRY DOCK	37
29	CHARGES FOR USE OF PORT'S PLANTS & APPLIANCES	38 - 39
30	TAKING PHOTOGRAPH, VIDEOGRAPHY OR SHOOTING FILMS/DOCUMENTARY	39
31	VEHICLE PARKING FEE	39
32	WAY LEAVE CHARGES	39
33	WEIGHING CHARGES	40
34	CHARGES FOR WHARF EQUIPMENTS	40
35	TOLL CHARGES	40

VI ESTATE RENTALS

36	LEASE RENT OF LAND - PERMANENT LEASE	41
37	RATE FOR SUB-LEASING	42
38	LEASE RENT OF LAND - TEMPORARY LEASE	42 - 4

## CHAPTER - I

### 1.1. Definitions -General

In this Scale of Rates, unless context otherwise requires, the following definitions shall apply:

(i). Coastal vessel

Coastal Vessel shall mean any vessel exclusively employed in trading between any ports or place in India to any other port or place in India having a valid coastal license issued by the competent authority.

(ii). Cruise vessel

Cruise vessel shall mean any vessel carrying passengers for an ocean trip taken for pleasure calling at ports.

(iii). Cold move

Cold Move shall mean movement of vessel without power of the engine of the vessel.

(iv). Day

Day shall mean a period of 24 hours and shall be reckoned from the time the service is rendered / utilised except where otherwise stated.

(v). Foreign-going vessel

Foreign-going vessel shall mean any vessel other than coastal vessel.

(vi). Free period

Free period shall mean the period during which cargo / container shall be allowed storage free of demurrage charges / ground rent and this period shall exclude Sunday(s), Customs holidays and Port's non-operating days.

(vii). Inland water barge

Inland water barge shall mean barge, which plies only in inland waterways.

(viii). Inner Harbour

Inner Harbour shall mean dredged area and deep-water channels navigated by sea going vessels between 9 -10 outer channel buoys to Mattancherry Bridge in the Mattancherry channel and to Venduruthy Bridge in the Ernakulam Channel.

(ix). Outer Anchorage

Outer Anchorage shall mean area west of 9-10 outer channel buoys not within the navigational outer channel but within Cochin Port limits.

(x). Power driven vessel

Power driven vessels shall mean any vessel other than a sailing vessel.

(xi). Sailing vessel

Sailing Vessels shall mean a vessel propelled solely by wind power.

(xii). Shifting

Shifting shall mean the movement of a vessel from one berth to another berth or from one berth to anchorage / mooring or vice versa within the port limits.

(xiii). Shut out cargo

Shut out cargo shall mean any cargo brought into the port for shipment but not shipped by the designated vessel and is lying in the port premises.

(xiv). Shut out container

Shut out container shall mean any container, which enters into the port as an export intake for a particular vessel as

indicated by the Vessel Identification Advice Number and, is not connected to the particular vessel.

(xv). Transshipment

Transshipment shall mean any cargo not originally manifested for the port of Cochin, but landed at Cochin and subsequently re-shipped to other ports.

Transshipment Container

Transshipment Container shall mean any container, which is discharged from one vessel, stored in the yard and transported through another vessel.

1.2. General Terms & Conditions

- (i). The status of the vessel, as borne out by its certification by the Customs or the Director General of Shipping, shall be the deciding factor for its classification as 'coastal' or 'foreign-going' for the purpose of levying vessel related charges; and, the nature of cargo or its origin will not be of any relevance for this purpose.
- (ii).
  - (a). A foreign going vessel of Indian Flag having a General Trading Licence can convert to Coastal run on the basis of a Customs Conversion Order.
  - (b). A foreign going vessel of Foreign Flag can convert to coastal run on the basis of a Coastal Voyage Licence issued by the Director General of Shipping.
  - (c). In cases of such conversion, coastal rates shall be chargeable by the load port from the time the vessel starts loading coastal goods.
  - (d). In cases of such conversion coastal rates shall be chargeable only till the vessel completes coastal cargo discharging operations; immediately thereafter, foreign-going rates shall be chargeable by the discharge ports.

- (c). For dedicated Indian coastal vessels having a Coastal Licence from the Director General of Shipping, no other document will be required to be entitled to Coastal rates.
- (iii) (a). Vessel related charges shall be levied on ship owners / steamer agents. Wherever rates have been denominated in US dollar terms the charges shall be recovered in Indian Rupees after conversion of US currency to its equivalent Indian Rupees at the **market buying rate** notified by the Reserve Bank of India, State Bank of India or its subsidiary or any other Public Sector Banks as may be specified from time to time. The **date of entry** of the vessel into the port limit shall be reckoned with as the day for such conversion.
- (b). Container related charges denominated in US dollar terms shall be collected in equivalent Indian Rupees based on the market buying rate prevalent on the date of entry of the vessel in case of import containers; and on the date of arrival of the containers into the port in case of export containers shall be applied for re-conversion of dollar denominated charges.
- (iv). A regular review of exchange rate shall be made once in thirty days from date of arrival of the vessels in cases of vessels staying in the port for more than thirty days. In such cases, the basis of billing shall change prospectively with reference to the appropriate exchange rate prevailing at the time of review.
- (v) (a). For the purpose of calculating the dues the unit by weight shall be 1 tonne or 1,000 kilograms, the unit by volume measurement shall be 1 cubic metre and the unit by capacity measurement for liquids in bulk shall be 1,000 litres.
- (b). In calculating the gross weight or measurement by

volume or capacity of any individual item, fractions upto 0.5 shall be taken as 0.5 unit and fractions of 0.5 and above shall be treated as one unit, except where otherwise specified.

**(vi). Interest on delayed payments / refunds:**

- (a). The user shall pay penal interest on delayed payments under this Scale of Rates. Likewise, the COPT shall pay penal interest on delayed refunds.
  - (b). The rate of penal interest will be 15% p.a. The penal interest will apply to both the CoPT and the port users equally.
  - (c). The delay in refunds will be counted only 20 days from the date of completion of services or on production of all the documents required from the users, whichever is later.
  - (d). The delay in payments by the users will be counted only 10 days after the date of raising the bills by the COPT. This provision shall, however, not apply to the cases where payment is to be made before availing the services / use of Port Trust's properties as stipulated in the Major Port Trust Act and / or where payment of charges in advance is prescribed as a condition in this Scale of Rates.
- (vii). All charges worked out shall be rounded off to the next higher rupee on the grand total of each bill.
- (viii). The minimum charge recovered in any application / bill shall be rupees fifty only ( Rs.50. 00 ).
- (ix). No claim of refund shall be entertained unless the amount refundable is rupees fifty ( Rs.50. 00 ) or more. This limit of Rs.50.00 shall also be applied for supplementary claims of under charge.
- (x). The vessel related charges are collected on the basis of GRT of the vessel.

- (xi). Vessels carrying simultaneously break-bulk cargo and containers entering the port for simultaneous loading / unloading of containers as well as break bulk cargo, shall be treated as break bulk vessels for the purpose of levy of Port Dues, Pilotage and Berth Hire Charges. The status of the vessel will be determined based on the first visit of the vessel on a particular month for the purpose of levy of port dues.
- (xii). A rebate of 33 1/3% on the vessel related charges prescribed in the Scale of Rates will be granted to foreign-cruise vessels calling at the port.
- (xiii). A ship will be considered as a scrap vessel from the date it is sold to breakers.  
Provided that the ship actually undergoes scrap in Cochin Port itself, dues shall be leviable at rates specified.
- (a). When such a vessel occupies a normal stream or alongside berth, charges at coastal rates will be levied.
- (b). The hire charges for bed of backwaters away from the dredged channels used by ships undergoing scrapping in Cochin shall be 25% of the normal berth hire applicable for coastal vessel provided they utilise their own mooring.
- (xiv) (a) A sailing vessel shifting from a Low Wharf berth/jetty at Willingdon Island / Fort Cochin Wharf Berth to a stream or wharf berth or vice versa shall be liable to pay the fees chargeable for the stream or wharf berth as the case may be.
- (b) Sailing vessels will be allowed to be shifted in the inner harbour only under tow, which should be arranged by the owners at their cost, and with the prior written permission of the Deputy Conservator.
- (c) Sailing vessels of 200 tons (net) and above for shifting within the inner harbour with a sailing vessel's Pilot on board shall pay a fee of Rs.300/-.

- (d) If sailing vessels of less than 200 tons (net) require the services of a sailing vessel's Pilot for shifting in the inner harbour, the same may be provided on the payment of fee of Rs.250/-.
- (xv). (a). The cost of damage caused to the equipment or any other property shall be recovered from the user in addition to the penalty.
- (b). The Port shall not be responsible to the user or any person for any loss or damage or injury to life arising directly or indirectly from use of the equipment during the period of requisition. The user shall indemnify the port trust administration against all loss or damage or injury to life arising directly or indirectly from use of the equipment during the period of requisition, to any property belonging to the port including the equipment, or to any other persons or property. The liability of the user shall not be affected by the fact that such loss or damage or injury to life may have arisen due to any act or default of any employee of the port. The user shall also indemnify the port for all liabilities under the Workmen's Compensation Act.
- (xvi). (a). Wherever a specific tariff for a service/cargo is not available in the notified Scale of Rates, the COPT can submit a suitable proposal to this Authority.
- (b). Simultaneously with the submission of proposal, the proposed rate can be levied on an ad hoc basis till the rate is finally notified by this Authority.
- (c). The ad hoc rate to be operated in the interim period must be derived based on existing notified tariffs for comparable services / cargo; and, it must be mutually agreed upon by the Port and the concerned user.
- (d). The final rates fixed by this Authority will ordinarily be effective only prospectively. The interim rate



adopted in an ad hoc manner will be recognised as such unless it is found to be excessive requiring some moderation retrospectively.

- (xvii). The rates prescribed in the Scale of Rates are ceiling levels; likewise, rebates and discounts are floor levels. The Port Trust may, if it so desires, charge lower rates and/ or allow higher rebates and discounts.

The Port Trust may also, if it so desires, rationalise the prescribed conditionalities governing the application of rates prescribed in the Scale of Rates if such rationalisation gives relief to the user in rate per unit and the unit rates prescribed in the Scale of Rates do not exceed the ceiling levels.

Provided that the Port Trust should notify the public such lower rates and / or rationalisation of the conditionalities governing the application of such rates and continue to notify the public any further changes in such lower rates and / or in the conditionalities governing the application of such rates provided the new rates fixed shall not exceed the rates notified by this Authority.

## CHAPTER -II

### VESSEL RELATED CHARGES

#### 2.1.1 Schedule of Port Dues.

Sl No.	Type of vessel	Rate per GRT		Frequency of payment in respect of the same vessel	
		Coastal (in Rs.)	Foreign going (in US \$)	Coastal (in Rs.)	Foreign going (in US \$)
1	P.O.L.	6.75	0.21	The dues is payable once in 30 days	The dues is payable on each entry into the port
2	Container	6.40	0.20		
3	Other bulk, Break Bulk & Passengers	5.15	0.16		

#### Notes:

1. Port dues are chargeable for sea going vessels of 15 tons and above.
2. For oil tankers with segregated ballast, the reduced gross tonnage that is indicated in the "Remarks" column of its International Tonnage Certificate will be taken to be its gross tonnage for the purpose of levying Port Dues.
3. A vessel entering the port but not discharging or taking in any cargo or passengers therein (with the exception of such un shipment / reshipment as may be necessary for purposes of repair) shall be charged with only 50% of the Port Dues with which she would otherwise be chargeable.
4. A vessel entering the port in ballast and not carrying passengers shall be charged with only 75% of the Port Dues with which she would otherwise be chargeable.
5. Port dues shall not be levied on:
  - (i). Vessel belonging to other Major Indian Ports.
  - (ii). Any pleasure Yachts.

- (iii). Any vessel which having left this port, is compelled to re-enter by stress of weather or in consequence of having sustained any damage.
- (iv). Vessels belonging to the President of India, the State Government, Union Territories and Foreign Sovereign.
- (v). Defence vessels.
- (vi). Inland water barges carrying cargo to and from the port.

6. (i). Whenever mother vessels carrying lash barges, discharge the barges at the outer anchorage and sail out from there without entering the inner harbour will not attract port dues. In such cases, port dues will be collected from the lash barges entering the inner harbour based on their GRT.

(ii). In cases where the mother vessels enter the inner harbour and attract port dues, then the port dues will not be leviable on the lash barges.

7. A LASH vessel making a 'second call' to pick up empty and / or laden fleeting LASH barges shall be treated as vessel entering a Port, but not discharging or taking any cargo or passenger therein, and shall not be charged any Port Dues.

## 2.2. Pilotage Fees

### 2.2.1. Schedule of Pilotage fees

Sl. No	Size of the vessel	Rate per GRT			
		Container Vessel		Other Vessel	
		Coastal (in Rs.)	Foreign going (in US \$)	Coastal (in Rs.)	Foreign going (in US \$)
1	Upto 3000 GRT	9.95	0.31	10.60	0.33
2	3001 to 10000 GRT	14.10	0.44	15.10	0.47
3	10001 to 15000 GRT	15.40	0.48	16.35	0.51
4	15001 to 30000 GRT	16.35	0.51	17.65	0.55
5	30001 and above.	15.40	0.48	16.35	0.51

2.2.2. Schedule of Miscellaneous Pilotage fees.

1. Pilotage fee for sailing vessels

Sl. No.	Particulars	Coastal Vessel ( in Rs.)	Foreign Vessel ( in US \$ )
		Each way per vessel	
( i )	Vessels enter with cargo or Ballast (for pilotage inward or outward)		
	(a). Vessel below 200 Tons.	548.25	17.10
	(b). Vessel of 200 tons & above	812.70	25.35

2. Detention Charges

Sl. No.	Particulars	Coastal Vessel ( in Rs.)	Foreign Vessel ( in US \$ )
( i )	Detention charges for power driven vessels for detention of a pilot for more than 30 minutes beyond the time for which the requisition is made		
	(i). For first one hour or part thereof	1869.10	58.30
	(ii). For every subsequent hour or part thereof	812.70	25.35

3. Cancellation Charges

Sl. No.	Particulars	Coastal Vessel ( in Rs.)	Foreign Vessel ( in US \$ )
( i )	Cancellation charges for power driven vessels for the cancellation of the requisition for a service of a pilot with less than 2 hrs. notice to the Dy. Conservator.	3209.20	100.10

4. Dredgers other than for port dredging

Sl. No.	Particulars	Per 8 hour or part thereof
( i )	Pilotage fees for dredgers other than for port dredging.	6250.00

**Notes:**

1. Pilotage fee shall include services of the Port's pilot (s); and provision of required number of tug/tugs, pilot launch/launches and mooring boat charges for inward and outward movement; and, one shifting operation at the request of the users within the dock basin.
2. In case of requisition for the cancellation of the services of the pilot due to power failure or due to break down of port's equipment, within two hours before the scheduled time of the sailing of the vessel, no cancellation charges will be levied based on a certificate issued to this effect by the concerned officer duly authorised by the port. Likewise, charges for detention of pilot will also not be levied in case the delay is for reasons directly attributable to the Port.
3. Every vessel, not under own power, including dumb barges will be charged 50% extra pilotage fee.
4. In case of second and subsequent shifting made at the request of the user for shifting the vessel from one berth to another or for any other purposes for the vessel's convenience within the port limits, shifting charges @ 25% of the normal pilotage shall be chargeable.
5. No charges shall be levied for shifting of a vessel for port convenience.
  - (a). "Port convenience" is defined to mean the following:
    - (i) If a working cargo vessel at berth or any vessel at mooring is shifted/ in-berthed for undertaking dredging work/ hydrographic survey work or for allotting a berth for the dredger or for attending to repairs to berths, maintenance and such other similar works whereby shifting is necessitated, such shifting shall be considered as "SHIFTING FOR PORT CONVENIENCE". The shifting made to reposition such shifted vessel shall also be considered as "SHIFTING FOR PORT CONVENIENCE".

- (ii). If a working cargo vessel is shifted from berth to accommodate on ousting priority vessels which are exempted from bearing shifting charges, such shifting shall be treated PORT CONVENIENCE.
  - (iii). Whenever a vessel is shifted to accommodate another vessel which can not be berthed at other berths due to draft and LOA restrictions such shifting shall be considered as "SHIFTING FOR PORT CONVENIENCE"
  - (iv). Whenever a vessel is shifted to accommodate another vessel having priority at the adjacent berth and unless that vessel shifts, another vessel can not be berthed at the adjacent-berth due to length restrictions, such shifting shall also be considered as "SHIFTING FOR PORT CONVENIENCE".
  - (v). Whenever a vessel is shifted from berths to accommodate another vessel carrying hazardous cargo which needs adjacent-berth to be kept vacant for safety reasons such shifting shall also be considered as " SHIFTING FOR PORT CONVENIENCE ".
- (b). Whenever a vessel is shifted from berth to accommodate another vessel on ousting priority, the vessel shifted is exempted from the payment of shifting charges since the same is paid by the vessel enjoying the ousting priority or the shifting is treated as for PORT CONVENIENCE when the priority vessel is exempted from payment of such charges. This benefit will, however, not be applicable in the following cases:
- (i). Non-cargo vessel which in any case have to vacate the berth when cargo vessels arrive.
  - (ii). Vessels using the berth exclusively for over side loading / discharge.
  - (iii). Vessels which are idling at berth without doing any cargo handling operations.

### 2.3. BERTH HIRE CHARGES

#### 2.3.1. Schedule of berth hire charges.

SL. NO.	VESSEL SIZE (GRT)	Rate per GRT per hour or part thereof											
		General Cargo Berths		Container Berths		Oil Berths		Coal Berths		Stream Mooring			
		Coastal Vessel (in Rs.)	Foreign Vessel (in USS)	Coastal Vessel (in Rs.)	Foreign Vessel (in USS)	Coastal Vessel (in Rs.)	Foreign Vessel (in USS)	Coastal Vessel (in Rs.)	Foreign Vessel (in USS)	Coastal Vessel (in Rs.)	Foreign Vessel (in USS)		
1	UPTO 3000	0.282	0.0088	0.266	0.0083	0.173	0.0054	0.106	0.0033	0.093	0.0029	0.093	0.0029
2	3001 TO 10000 MINIMUM CHARGE	0.173 846.40	0.0054 26.40	0.173 798.00	0.0054 24.90	0.122 519.00	0.0038 16.20	0.093 318.00	0.0029 9.90	0.067 930.00	0.0021 29.00	0.067 2010.00	0.0017 63.00
3	10001 TO 15000 MINIMUM CHARGE	0.106 1730.00	0.0033 54.00	0.106 1730.00	0.0033 54.00	0.106 1220.00	0.0033 38.00	0.067 1067.00	0.0029 43.50	0.067 930.00	0.0021 29.00	0.067 2010.00	0.0017 63.00
4	15001 TO 30000 MINIMUM CHARGE	0.093 1590.00	0.0029 49.50	0.080 1590.00	0.0025 49.50	0.093 1590.00	0.0029 49.50	0.067 1395.00	0.0021 43.50	0.067 930.00	0.0021 29.00	0.067 2010.00	0.0017 63.00
5	30001 TO 60000 MINIMUM CHARGE	0.093	0.0029	0.080	0.0025	0.093	0.0029	0.067	0.0021	0.067	0.0021	0.067	0.0017
6	60001 & ABOVE MINIMUM CHARGE	0.106	0.0033	0.106	0.0033	0.106	0.0033	0.106	0.0033	0.106	0.0033	0.106	0.0033

General Cargo Berths - 7 Nos. - Q1 To Q7

Container Berths - 2 Nos. - Q8 And Q9

Oil Berths - 3 Nos. - Cochin Oil Terminal, North Tanker Berth, South Tanker Berth

Coal Berths - 2 Nos. - North & South Coal Berths

2.3.2. Schedule of Berth Hire Charges for other vessels.

Sl No	Classification	Rate per GRT per hour or part thereof	
		Coastal vessel (in Rs.)	Foreign vessel (in US \$)
1	Fertiliser Berth=Q 10 & New BTP berth	0.186	0.0058
2	<b>Lash Barges</b> (i). Berth hire for occupying any berth (ii). Fleeting charges when barges wait at fleeting areas	0.131 0.041	0.0041 0.0013
Classification		Rate per vessel per hour or part thereof	
3	Any vessel anchoring with their own gear anywhere in the dredged area and deep water channels navigated by sea going vessels	16.924	0.5279

Sl No.	Classification	Rate per vessel per hour or part thereof			
		Sailing Vessels		Fishing Vessels / Trawlers	
		Coastal vessel (in Rs.)	Foreign vessel (in US \$)	Coastal vessel (in Rs.)	Foreign vessel (in US \$)
4	<b>Other Vessels :</b> (i). Occupying a wharf berth or a stream berth (ii). Occupying a low Wharf Berth / Fort Cochin wharf berth/jetty at Willington Island or other shallow water area for anchoring with their own gear anywhere within the Port Limits (iii). Pleasure yachts: For occupying Pathemari anchorage at Fort Cochin wharf or anchorage in the stream under its own moorings.	16.924 8.467 -	0.5279 0.2641 -	27.075 13.53 8.467	



**Notes:**

1. (i). Berth Hire Charges shall be collected for the period from berthing to un-berthing of the vessels.  
  
(ii). In respect of container vessels availing the window facility, berth hire charges shall be collected for the period of window allocated to the vessels or the actual period of occupation whichever is higher.
2. Berth hire charge includes the charges for wharf cranes, for first operation (subject to availability), part of cost of Cochin Port Trust labour supply wherever necessary and overtime fees payable by vessels at berths within port limits.
3. No berth hire will be charged on the vessel after expiry of four hours from the time the vessel signals its readiness to sail. There shall be a penal rate equal to one day's berth hire charge for a false signal.
4. If any vessel is compelled to idle at container berths for continuous one hour or more due to breakdown of port equipment or power failure, no berth hire shall be levied for such period of idling.
5. (a). Any vessel occupying a berth or berths and requesting for any other adjacent berth or berths to be kept vacant for their convenience or due to the nature of the cargo to be handled at that particular berth or for any other reasons, shall be charged with additional Port Dues, Pilotage and Berth Hire for each such berth or berths kept vacant. The GRT of the vessel actually berthed shall be reckoned with for computation of the dues to the Port.  
  
(b). The requisition for keeping the adjacent berth vacant may be given either by the vessels' agent or by the consignee / consigner, or the berth(s) may be kept vacant by the Port considering the nature of the cargo handled, provided advance notice of such action is given by the Port to the vessel-agent. In all such cases, the

additional Port Dues, Pilotage and Berth Hire shall be collected from the vessel agent / steamer agent, along with the normal charges, since they are vessel related charges.

6. If the port is not in a position to utilise the berth/berths because of the presence of the classified cargo in the shed/sheds, the consignee of the classified cargo will pay to the port an amount equal to the normal berth hire charges recoverable from the ship which has landed such cargo till the last packet from the shed/sheds is cleared.
7. Berth hire charges will not be recovered when fishing vessels/tractors are anchored at private jetties paying licence fees under the Cochin Port Trust Licensing of Jetties, Slipway and Boat pen Regulations 1968, as amended from time to time.
8. No berth hire shall be recovered from barges except ammonia barges engaged in carrying cargo to and from the port and operated in the inland water ways
9. **Lash barges**
  - (i) Whenever a barge occupies any stream mooring the rate applicable to such mooring as per the Scale of Rates will apply.
  - (ii) (ii). Low wharf, Muraf Jetty and Fort Cochin Jetty are declared as fleeting areas for barges.

### 2.3.3. Supply of fresh water to vessels

Sl. No.	Description	Coastal Vessel (in Rs.)		Foreign-going Vessel (in US \$)	
		Rate per 1000 Lts.	Minimum charge	Rate per 1000 Lts.	Minimum charge
1.	Supply through Barges:				
	(i). At inner harbour	224.40	5610.50	7.00	175.00
	(ii). At outer harbour	897.70	22,442.00	28.00	700.00
2.	Water supply through shore	128.25	3206.00	4.00	100.00

CARGO RELATED CHARGES

## 3.1. Schedule of wharfage for bulk and break bulk cargo

(in Rs.)

No.	Description of commodity	Unit	Rate
1	Animals, birds, reptiles, animal products & derivatives	MT	77.00
2	Asbestos	MT	84.00
3	Cashew, nuts and fruits		
	(i) Raw cashew nut	MT	35.00
	(ii) Cashew kernels	"	45.00
	(iii) Fruits, tamarind seeds, tapioca, coconut, copra	"	48.00
4	Coal, coke, wood charcoal, firewood	MT	40.00
5	Coir, coir products, jute, jute products	MT	48.00
6	Construction and building materials		
	(i) Sand, Stones	MT	52.00
	(ii) Granite, Marble	"	67.00
	(iii) Cement, Clinker, Clay, Chalk	"	52.00
7	Cotton, cotton waste, twist yarn, wool, clothes & Cotton piece goods	CUM	35.00
8	Defence goods	MT	111.00
9	Fertilizer - raw material & finished		
	(i) Sulphur	MT	62.00
	(ii) Rock phosphate	"	57.00
	(iii) Finished fertilizers	"	57.00
10	Food grains, oilseeds, cereals, pulses, bran of all kinds	MT	44.00
11	Liquid cargo, acids		
	(i) Crude oil	MT	65.00
	(ii) POL products	"	65.00
	(iii) Liquid ammonia	"	85.00
	(iv) Phosphoric acid	"	78.00
	(v) Molasses, edible oils & other liquids	"	65.00
12	Metals and metal scrap	MT	80.00
13	Minerals and ores	MT	52.00
14	Oil cakes & fodder	MT	56.00

No.	Description of commodity	Unit	Rate
15	Paper, newsprint	CUM	52.00
16	Salt	MT	10.00
17	Sugar	MT	52.00
18	Synthetic resin	MT	41.00
19	Unaccompanied personal baggage	CUM	56.00
20	Wood and timber products		
	(i) Wood, timber, bamboo, wood products	MT	56.00
	(ii) Wood Pulp	MT	41.00
21	Coffee	Advalorem	0.12%
22	Motor cars, trucks and other motorized vehicles	"	0.20%
23	Oleoresins of all types and sandal oil	"	0.02%
24	Tea & Spices	"	0.15%
25	Any item other than those specified above.	"	0.20%

**Notes:**

- (1) Assessment of cargo shall be done on the basis of the description of the cargo as given in the bill of entry/coastal bill of lading in case of import cargo and shipping bill in the case of export cargo, that best fits the item description covered under the schedule.
- (2) Before classifying any cargo under unspecified category in the wharfage schedule, the relevant Customs classification shall be referred to find out whether the cargo can be classified under any of the specific categories mentioned in those schedules.
- (3) Wharfage dues shall be collected at the rates specified in the schedule on the basis of :
  - (i). Manifested tonnage/measurement, unit of weight/volume of cargo;
  - (ii). Quantity/tonnage shown in bill of lading or relevant title to goods in case of crude oil and P.O.L. products; or
  - (iii). Advalorem wharfage on imports shall be collected on the C.I.F. value; in case of export cargo, on F.O.B. value and in case of coastal cargo on value indicated in the bill of coastal goods.

- (4). In case of 2 (i) and (ii) specified above, gross tonnage/measurement shall be reckoned with as specified in related document, such as out-turn report for export cargo, intake certificate duly signed by central excise, ullage certificate issued by ship's surveyor. In the absence of these details, the tonnage/measurement arrived at by actual test check by the port trust administration shall be taken as gross tonnage/measurement.
- (5) Requests for amendments in the Import or Export Application or Import General Manifest or Delivery Order shall be accompanied by a fees of rupees Two hundred (Rs.200.00) which shall not be refunded.
- (6). Goods free of wharfage:
- (i). Cargo consigned to or by the Cochin Port Trust.
  - (ii). Bonafide passengers' and seamen's baggage and personal effects accompanying them.
  - (iii). Cargo temporarily landed from a vessel under repairs and reshipped into the same vessel after completion of repairs.
  - (iv). Cargo temporarily landed from a vessel which has entered the port owing to stress of weather and reshipped into the same vessel during the same voyage.
  - (v). Bonafide ships fittings of the same vessel.
  - (vi). Ships' sweeping provided that the entire cargo is landed at the port and that satisfactory proof is produced to the effect that the sweepings formed part only of the consignments for which dues have been paid. Porterage of such sweepings shall be arranged by the Steamer Agent or the owner of the consignment.
  - (vii). Sweepings collected on shore.
  - (viii). Sand or stone ballast.
  - (ix). Fodder accompanying livestock and not manifested as cargo.

- (x). Cargo which have been shipped after wharfage have been paid to the port but re-landed and reshipped in the mooring by another vessel to suit the original vessel's convenience.
  - (xi). Pallets used for the export of palletised cargo from the wharves.
- (7). Cargo meant for transshipment, reshipment or shut out cargo shall be assessed for each handling @75% of the wharfage applicable to the particular item (cargo).
- (8). Ship stores, provisions for use of ship for consumption during voyage and coal or oil for bunker of the vessel shall be charged at 50% of the wharfage applicable to these items.
- (9). Port shall not arrange for the portorage at the wharf for the following bulk cargo items and the owners shall make their own arrangements for handling them at their expense and risk:
- (i). Animal, birds, reptiles
  - (ii). Cashew shell liquid
  - (iii). Chemicals
  - (iv). Coal, coke, wood charcoal & firewood
  - (v). Edible oil
  - (vi). Fertilizer and fertilizer raw material handled at Q 10 berth
  - (vii). Goods free of wharfage
  - (viii). Palm/coconut fatty acid
  - (ix). P.O.L. & P.O.L. products except bitumen
  - (x). Any other cargo handled through pipelines
- (10). Any cargo discharged from the vessel to lighter vessels other than through alongside berth, 50% wharfage shall be recovered on such cargo at the rate specified for that cargo.

## 3.2. Demurrage Charges

### 3.2.1. Free Period

Sl. No.	Description	Free Period
1.	Import Cargo	7 days
2.	Export & transhipment cargo	12 days

#### Notes:

- (1). (i). Free period for import cargo shall be reckoned from the day following the date of last cargo discharged/landed from the vessel.
  - (ii). Free period for export cargo shall commence from the date of admission of the cargo into the port.
  - (iii). In case of salvaged goods free period shall commence from the day following the notification of salvage by the receiver of wreck.
  - (iv). In the case of export cargo after the free period demurrage shall accrue till the date of commencement of loading.
- (2). Both export and import cargo shall enjoy only one set of free period.
- (3). Demurrage shall be chargeable on all goods/cargo left in the port's transit sheds or yards beyond the expiry of free days at the rates prescribed in the respective schedule.

### 3.2.2. Schedule of Demurrage charges

Sl. No.	Description	For cargo assessed on unit rate	For cargo assessed advalorem Basis
		Rate per wharfage unit per day or part thereof (in Rs.)	Rate prescribed of wharfage applicable
<b>I. Import</b>			
1.	For the first 5 days	20.00	20%
2.	For the next 10 days	40.00	25%
3.	For the next 30 days	68.00	35%
4.	Thereafter,	135.00	45%
<b>II. Export &amp; Transhipment</b>			
1.	From 13 <sup>th</sup> day onwards	15.00	25%

**Notes:**

**(1) Demurrage when adjacent berth kept vacant:**

Demurrage leviable on other consignments lying at the particular berth or adjacent berth/berths which cannot be cleared during the period when the adjacent berth/berths is/are kept vacant on account of the nature of cargo to be handled at a particular berth or for any other reason, shall be borne by the respective consignee of the cargo requiring such safeguard.

(2). Demurrage @ 50% of the rates applicable will be charged on unaccompanied personal baggage / personal effects. All other conditions regarding free period etc. shall remain the same.

**(3). Demurrage for shut out cargo**

(i.) Any cargo brought into the port for shipment subsequently amended to another vessel and shipped out shall pay demurrage from the date of carting of the cargo into the port till the date of amendment of the vessel's name on which the cargo is alternatively shipped out.

(ii). Demurrage on export goods brought in for shipment by a particular vessel and shut out though no fault of the shipper but subsequently shipped by another vessel shall be charged at the rates applicable for export cargo as per the schedule in the scale of rates for the entire period till the goods are shipped or removed from the port wharves.

**(4). Free period in special cases:**

The following free periods are allowed in addition to the free periods applicable as per description of goods:

(a). Any period when the Commissioner of Customs / Head of the Customs Department at the port certifies that the goods were detained for examination / test under Section 17(1) of the Customs Act, 1962 (52 of 1962)



read with Section 144 of the said act other than for the ordinary process of appraisement and that the detention was not attributable to any fault or negligence on part of the importers and exporters plus two working days.

- (b). Any period during which goods are detained by the Health Officer or any other officer duly authorised by him in this behalf by the Board of Trustees, Cochin Port Trust, before being destroyed.
- (c). In case of goods detained for analytical tests under Drug (Control) Act, 1950 on recommendation of the Assistant Drugs Controller or an officer duly authorised by him and certified by the Commissioner of Customs / Head of Customs Department at the port or an officer duly authorised by him, demurrage shall be levied during the period of such detention at the first week's / slab's rate subject to a maximum period of 30 days.
- (d). In case of goods detained due to import trade control formalities and certified by the Commissioner of Customs / Head of Customs Department at the port or any competent officer authorised by him, as not due to any fault on part of the importer, demurrage shall be levied during the period of such detention at the following graduated scale, subject to a maximum period of 150 days:
- At 1/6th of normal rate from the date of detention upto the 60th days;
  - At 1/3rd of the normal rate after the expiry of the 60th day upto the 90th days;
  - At 1/2(half) the normal rate after expiry of 90th day upto 120th days; and
  - At 2/3rd of the normal rate after the expiry of 120th day upto 150th day.

- (e). In case of the goods detained due to loss or misplacement of documents in the Customs house without any fault on the part of importer, and for which detention certificate in a form approved by the Central Board of Revenue is issued by the Commissioner of the Customs at the port or the Assistant Commissioner duly authorised by him, demurrage incurred during the period of detention shall be waived by the Board of Trustees, Cochin Port Trust either wholly or partly on the merits of each case.
- (f) In case of detention covered by items 5(c), 5(d), & 5(e) above, the concession shall be given for the period covered by the detention certificate plus one working day.
- (g) Period during which the port is unable to trace the package owing to congestion of accommodation, wrong sorting or incorrect tallying.

This period will be reckoned from seven days after the date of receipt of confirmation of the intimation to the party. Of the fact that the, fact will be announced by a notice affixed to the notice board in the concerned transit shed.

(h). Goods detained for survey:

Goods detained for survey and actually surveyed by the steamer agents or a recognised surveyor authorised by them or by the Cochin Port Trust shall, on production of the certificate of survey, be allowed free storage accommodation for a period not exceeding seven days excluding Sunday(s) and holiday(s) from the day following the complete discharge of the wharf cargo by the vessel concerned.

Provided that -

- (aa). The application for survey giving full details of the quantity, description, marks and numbers

of goods to be detained for survey is received by the concerned Officer duly authorized by the port within the free days prescribed for tranship goods.

- (bb). The actual survey is completed within the seven days thus allowed;
- (cc). Such goods are removed on or before the working days following that on which the survey was completed.
- (dd). In respect of goods surveyed on the last free days, no demurrage will be levied if such goods are removed on the next working day succeeding that on which they were surveyed. In the case of salvaged goods detained for survey, the seven days excluding Sunday(s) / holiday(s) shall be calculated from the day following the notification of salvage by the receiver of wreck.

**3.3. Charges for use of wharf electric crane other than during the course of import / export operation. (Second operation)**

Sl. No.	Description	Unit	Rate (in Rs.)
1	Cargo on which wharfage is collected For lift upto 10 MT	Rate per ton or part thereof	100.00
2	Cargo on which wharfage is not collected and for any other use. For lift upto 10 MT	Rate per ton or part thereof per hoist	200.00
3	For opening or closing the hatch	Rate per shift of 8 hours per hatch	400.00

**Notes:**

1. The charges for opening or closing the hatch are recoverable, only in the shift in which the hatch is worked.
2. The charges for the use of grab fitted to the crane shall be levied separately in addition to the charges.

### 3.4 Charges for using the port's grabs fitted to the shore cranes.

SI No.	Description	Unit	Rate (in Rs.)
1	Upto 5 CuM. capacity grab	Per hour or part thereof	150.00
	Minimum Charges		750.00
2	Above 5 CuM capacity grab	Per hour or part thereof	250.00
	Minimum Charges		1250.00

### 3.5 Charges for light duty forklift trucks.

SI No.	For second & subsequent Operations	Unit	Rate (in Rs.)
1.	For cargo handling or any other operations inside the wharf premises	Per forklift truck per hour or part thereof	300.00
	Minimum Charges		600.00

### 3.6 Requisition cancellation charges.

SI No.	Particulars	Unit	Rate (in Rs.)
1	<b>In working days</b> Two hours before availing the equipment.	Per equipment per requisition	250.00
2	<b>In Sundays and holidays</b> Within two hours of availing the equipment	- do -	1500.00

**Note:**

If the cancellation of equipment on Sundays and holidays arises out of Port's decision, no cancellation charges shall be recovered.

### 3.7. Removal Charges.

Sl. No.	Description	Within transit shed or open transit shed accommodation ( in Rs.)	From transit shed or transit accommodation to other sheds or import warehouses or to open storage area ( in Rs.)
	<b>In the case of goods on which Wharfage is charged on the basis of:</b>		
1.	Per ton / Per cum :	100.00	300.00
2.	Per each item :		
	(i). Motor car	75.00	150.00
	(ii). Motor cycle with or without side car, cycle & other carriages	50.00	75.00

#### Notes:

1. After the expiry of the free storage period, the goods are liable to be removed at the discretion of the port, which shall attract the charges as per the schedule.
2. Baggage or personal effects not accompanying passengers or seamen if landed at Emakulam wharf shall be removed direct to overflow shed or baggage hall at Emakulam wharf and removal charge at Rs.50.00 (Rupees fifty only) per cubic metre shall be recovered.
3. Removal charges leviable on other consignments lying at the particular berth or adjacent berth / berths which cannot be cleared during the period when the adjacent berth / berths is / are kept vacant on account of the nature of cargo to be handled at the particular berth, or any other reason shall be borne by the respective consignee of the cargo requiring such a safeguard.

**CHAPTER -IV**

**CONTAINER RELATED CHARGES**

**4.1. Gantry Crane Charges**

Sl. No.	Description	Unit	Coastal Vessel (in Rs.)	Foreign Vessel (in US \$)
1.	<b>Charges for Handling Hatches.</b> For opening or closing or shifting the Hatch cover	Per hatch cover per lift	1500.00	32.75
2	<b>Bay shifting charges</b>			
	(i). Shifting containers within the bay itself			
	(a) 20 feet (empty & laden container)	Per container	1000.00	21.83
	(b) 40 Feet (empty & laden container)	- do -	1500.00	32.75
	(ii). Shifting containers from one bay to another			
	(a) 20 feet (empty & laden container)	Per container	2225.00	48.58
	(b) 40 feet (empty & laden container)	- do -	3337.50	72.87
3	<b>For Handling Import/Export Container</b>			
	(i). 20 feet (empty & Laden container)	Per container	1000.00	21.83
	(ii). 40 feet ( empty & Laden container)	- do -	1500.00	32.75
	(iii). 45 feet (empty & Laden container)	- do -	2000.00	43.67

**Notes:**

- (1). (i). Gantry crane charges for handling multi-dimension containers, over high containers etc., by using extension piece will be charged at the rate prescribed for 45 feet containers.
- (ii). Gantry crane charges for handling containers by using slings put on spreader will also be charged at the rate prescribed for 45 feet containers.
- (2). Gantry crane charges for handling any item of heavy cargo / container which requires usage of 60 tonne hook (cargo beam) of the gantry crane, will be charged as follows:

Sl. No.	Particulars	Coastal vessel (in Rs.)	Foreign vessel (in US\$)
(i).	First one hour or part thereof.	10000.00	218.34
(ii).	For each 30 minutes or part thereof.	5000.00	109.17

- (3). For the purpose of calculating the total time taken, in the case of 2 (i) & (ii) above, the total deployment time of the crane for the particular work will be taken.
- (4). If containers are handled by ship's own gear, no gantry crane charges will be collected.
- (5). In case of export containers shut out from a vessel and shipped by another vessel, shifting charges will not be levied in case no shifting is involved.

#### 4.2 Charges for use of prime mover and chassis and other container handling equipment

Sl. No.	Description	Unit	Rate (in Rs.)			
			Empty		Laden	
			20'	40' & above	20'	40' & above
1	For use of prime mover and chassis	Per Container	200.00	300.00	225.00	337.50
2	For use of other container handling equipment (includes transfer crane reach stackers, mobile crane, heavy duty fork lift & top lift truck).	Per Container	150.00	225.00	480.00	630.00

#### 4.3 Wharfage for Containers

Item No.	Type of containers	Unit	Rate in Rs.	
			20'	40' & above
1	Empty	Per Container	105.00	157.50
2	Laden	Per Container	500.00	750.00
3	House stuffed / de-stuffed	Per Container	800.00	1200.00
4	ICD containers -Laden	Per Container	500.00	750.00

#### 4.4 Reefer Charges

Sl. No.	Description	Rate per eight hours or part thereof per Container			
		Coastal Vessel		Foreign-going Vessel	
		20' (in Rs.)	40' (in Rs.)	20' (in US \$)	40' (in US \$)
1.	Electricity supply and monitoring Charges	233.00	349.50	5.08	7.63

#### 4.5. Composite Rate For Transshipment Container Handling

Sl. No.	Flow of operation	Coastal Vessel			Foreign-going Vessel				
		20'			20'				
		Empty (in Rs.)	Loaded (in Rs.)	Empty (in Rs.)	Loaded (in Rs.)	Empty (in US\$)	Loaded (in US\$)		
1	Gantry charges for containers handled both ways under Gantry.	2600.00	3000.00	3900.00	4500.00	56.77	65.50	85.15	98.25
2	Handled both ways in conventional Berths	820.00	1800.00	1170.00	2600.00	17.90	39.30	25.55	56.77
3	Handled in conventional berths one way and by Gantry the other way.	1720.00	2560.00	2520.00	3720.00	37.55	55.90	55.02	81.22

**Note :**

- The composite rates given above cover gantry charges (at gantry berths only), charges for transportation from quay to yard and vice-versa, charges for grounding and lifting by transfer crane at the yard and wharfrage on container as well as containerised cargo.
- If any of the services covered by the composite rates are not provided by the port, a rebate equivalent to the notified charges for that service shall be allowed on the composite rates.



#### 4.6. Ground Rent.

Sl. No.	Period of occupation	Rate per container Per day or part thereof	
		20' US \$	40' & above US \$
1.	<b>For Empty Containers</b>		
	(i). First 3 days	Free	Free
	(ii). 4th day to 10th day	3.00	6.00
	(iii). 11th day to 15th day	6.00	12.00
	(iv). Thereafter,	12.00	24.00
2.	<b>For Loaded Containers</b>		
	(i). First 5 days	Free	Free
	(ii). 6 <sup>th</sup> day to 15th day	3.00	6.00
	(iii). 16th day to 30th day	6.00	12.00
	(iv). Thereafter,	12.00	24.00
3.	<b>For Transhipment Containers</b>		
	<b>Empty Container</b>		
	(i). First 15 days	Free	Free
	(ii). 16th day to 30th day	6.00	12.00
	(iii). Thereafter,	9.00	18.00
	<b>Laden Container</b>		
(i). First 30 days	Free	Free	
(ii). 31st day to 45th day	6.00	12.00	
	(iii). Thereafter,	9.00	18.00
4.	<b>Hazardous Containers</b>		
	(i). First 5 days	Free	Free
	(ii). 6th day to 15th day	3.75	7.50
	(iii). 16th day to 30th day	7.50	15.00
	(iv). Thereafter	15.00	30.00

**Note:**

- (1). **Free Period.**
  - (i). The free period for import containers starts from the day following the date of last container landed from the vessel.
  - (ii). The free period for export containers starts from the date of admission of the container.
- (2). For the purpose of calculation of free period Sundays, Customs holidays and port non-working days shall be excluded.

- (3) The storage charges on abandoned FCL containers/shipper owned containers shall be levied upto the date of receipt of intimation of abandonment in writing or 75 days from the day of landing of the container, whichever is earlier subject to the following conditions:
- (i). The consignee can issue a letter of abandonment at any time.
  - (ii). If the consignee chooses not to issue such letter of abandonment, the container Agent / MLO can also issue abandonment letter subject to the condition that,
    - (a). the Line shall resume custody of container along with cargo and either take back it or remove it from the port premises; and
    - (b). the line shall pay all port charges accrued on the cargo and container before resuming custody of the container.
  - (iii). The container Agent /MLO shall observe the necessary formalities and bear the cost of transportation and de-stuffing. In case of their failure to take such action within the stipulated period, the storage charge on container shall be continued to be levied till such time all necessary actions are taken by the shipping lines for de-stuffing the cargo.
  - (iv). Where the container is seized/confiscated by the Custom Authorities and the same cannot be de-stuffed within the prescribed time limit of 75 days, the storage charges will cease to apply from the day the Custom order release of the cargo subject to lines observing the necessary formalities and bearing the cost of transportation and de-stuffing. Otherwise, seized/confiscated containers should be removed by the line/consignee from the port premises to the Customs bonded area and in that case the storage charge shall cease to apply from the day of such removal.

#### 4.7. Stuffing and De-stuffing charges.

Sl. No.	Description	Rate per container (in Rs.)	
		20'	40' and above.
1	For half container-Loaded	1150.00	1875.00
2	For a full container-loaded	2300.00	3750.00

**Notes:**

1. A container which is stuffed or de-stuffed 50% or less of its normal capacity, such a container is treated as half a container and if the container is more than 50% stuffed or de-stuffed it is treated as a full container for the purpose of levying stuffing / de-stuffing charges.
2. When cargo is stuffed / de-stuffed in the container within the wharf premises or container freight station, the wharfage for containerised cargo as well as containers will be charged separately. Wharfage on containerised cargo will be levied as per the rates mentioned in the schedules of wharfage for bulk and break bulk cargo and wharfage for containers will be charged as per the rates prescribed in Schedule 4.3 above.

#### 4.8. Handling Charges of ICD Containers by Rail

Particulars	20'		40'	
	Empty	Loaded	Empty	Loaded
Handling charges : ICD by Rail	500	800	750	1200

#### General note relating to container related charges.

- (i) Charges for container handling equipment shall be applicable for the operations inside the wharf. In case of stack amendments, the equipment shall be charged based on the actual operation.

**CHAPTER -V**  
**MISCELLANEOUS CHARGES**

**5.1 Floating craft charges**

Sl. No	Category	Unit	Rate (in Rs.)
1.	Floating Crang F.C. Periyar and Oil Skimmer M.V. Venad		
	Fixed booking charges	-	5000.00
	Lifting charges	Per ton	150.00
2	Dredger - Nehru shatabdi	Rate per hour or part thereof	25,000.00
3	Mooring tug	Rate per tug per hour or part thereof	9,500.00
4	Pilot launch	Rate per launch per hour or part thereof	250.00
5	Other launches	-do-	250.00
6	Fire float	Rate per equipment per hour or part thereof	400.00

**5.2. Charges for use of Barge Jetties**

Sl. No.	Description	Unit	Rate in Rs.
1.	At Q 10 Area	per jetty per month or part thereof.	82,000.00
2.	Near South Coal Berth	- do -	90,000.00

**5.3 Charges for Erecting Hoardings**

Sl. No.	Description	Rate (in Rs.)	Minimum charge Per annum (in Rs.)
1.	For single sided hoardings		
	Per Sq. mtr / per year	1615.00	2000.00
	Per Sq. feet / per year	150.00	
2.	For double sided hoardings	50% over and above the rate for single sided hoarding	3000.00
3.	For dealer board	25% the rate for single sided hoarding	500.00

**Notes :**

1. The security deposit of Rs. 2500.00 should be paid in advance irrespective of the location of hoardings within the port limits.
2. The permission for the hoardings will be renewable annually and the rent will be payable in advance. The Port may, however, require at any time, on three months notice that

the hoardings should be removed if the land is required for other purposes. In such cases proportionate charges will be refunded.

3. The grant of permission for putting up of hoarding will not confer any title or right in respect of the land.
4. If the hoarding is not removed on the expiry of the period of permission, the Port shall be entitled to remove such hoardings and sell them by public auction. The Port shall also have the right to recover the cost of such removal and other incidental expenses from the deposit amount or the sale proceeds of such materials used for hoarding.

#### 5.4. Fumigation charges

Description	(in Rs.)
For cotton	
(i). - Rate per square bale	9.00
(ii). - Rate per round bale	6.00

#### 5.5. Charges for issue of entry and clearance certificate

Sl. No.	Description	Unit	Rate (in Rs.)
1.	Vessels not entering the port limits		
(i)	For Lash vessels anchored at outer sea	Per Certificate	3375.00
(ii)	For other vessels anchored at outer sea and proceeding with out discharging or taking in any cargo or passengers.	Per Certificate	1700.00

#### 5.6. License fee for the use of port's bunks

Sl. No.	Description	Rate per month or part thereof (in Rs.)
<b>Old Bunks</b>		
1.	Bunk Measuring 2.5 M x 2.5 M	375.00
2.	Bunk measuring 2.5 M x 1.5 M	300.00
3.	Bunk Measuring 3.0 M x 2.5 M	875.00
4.	Security deposit for two months	1060.00
<b>New Bunks</b>		
5.	T- Bunks 3 M x 1.5 M	526.00
6.	C- Bunks 2.5 M x 1.5 M	438.00
7.	Security deposit in case of Sl.No. 5 and 6 will be 2 months licence fee at the prescribed rates.	

**Note:**

1. New bunks are those bunks existing between the EDC building and Eriyakulam Wharf gate, Western Side of Rubber Board building and southern side of Portage Office.

**5.7 License fees for jetties, piers etc.**

Sl. No.	Description	Unit	Rate (in Rs.)
1.	Jetties & piers	Rate per unit per annum	515.00
2.	Slipways	- do -	453.00
3.	Boatpen	-do -	215.00
4.	Inspection fees	Each Jetty / slipway from each applicant	250.00

**Note:**

1. The rate is effective from 1.07.1996.
2. There will be an annual enhancement in rates of 5% as per the discussions the Chairman, COPT held with the Vypin Jetty and Slipway Owners Association on 04.06.1997.

**5.8. Charges for Oil pumping facilities**

Sl. No.	Description	Unit	(Rate in Rs.)
1.	For use of port's berth, jetties, pipelines, pumping facilities for operation of transferring P.O.L products. (other than landing & shipping)	Rate per ton per month or part thereof	10.00
2.	Exchange PIT facilities for transferring POL products from one installation to another through pipelines at Cochin Oil Terminal.	-do-	5.00

**5.9. Charges for the use of Port's Dry Dock**

Sl. No.	Description	Coastal Vessel (in Rs.)	Foreign-going Vessel (in Rs.)
1.	For the first day	12,650.00	19,000.00
2.	For every subsequent days	6,350.00	9,500.00

#### 5.10. Charges for use of Port's Plants and Appliances

Sl. No.	Description	Unit	Rate per equipment ( in Rs.)
1	Fender pontoons	Per day or part thereof	3500.00
2	12 ton stationary crane at dry dock	-do-	1600.00
3	Slipway	-do-	800.00
4	Fire tender or fire pump	Per hour or part thereof	250.00
5	Portable welding plant	-do-	200.00

#### Notes:

1. Equipment shall be spared for use subject to availability during the working hours notified by the Cochin Port Trust from time to time, based on the priority of requisition determined by the Cochin Port Trust. Equipment shall be used normally within the limits of port.
2. The charges will commence from the time equipment are moved (unless otherwise specified in the schedule) till the time they are discharged.
3. When the equipment requisitioned is required for a longer period than initially required, fresh requisition shall be filed one hour before the expiry of the initial requisition period.
4. Cancellation of requisition:
  - (i). Cancellation of requisition shall be made at least 2 hours before the commencement of period for which the service is requisitioned.
  - (ii). Cancellation charge of requisition shall be as per the rate as specified in the respective schedule or a minimum of Rupees one hundred (Rs.100), whichever is higher. Cancellation charges shall not be refunded. However, if the port, in order to suit its' convenience, does not supply the equipment as per the requisition, requisition cancellation charge shall not be collected.

5. If equipment is intended to be used for any purpose outside the port limits, the rates for such use shall be 200% of the respective rates for the equipment, unless otherwise specified.
6. The port shall only man and work the cranes. The labour for slinging and unslinging the cranes shall be provided by the user concerned.

**5.11. For taking photography, videography or shooting film / documentary**

Sl. No.	Description	Unit	(Rate in Rs.)
1.	By film making companies, individuals etc.	Per day or part thereof per party	8000.00
2.	For taking photographs of wharf operations	Per day or part thereof per party	250.00

**5.12 Vehicle parking fee**

Description	Unit	(Rate in Rs.)
Parking fee for vehicles parked on the roads of Willingdon Island	Rate per vehicle per day or part thereof	25.00

**Notes:**

- (1) Vehicle parking fee will be collected for heavy vehicles like tanker lorries, prime movers & chassis, cargo lorries at the rates specified.

**5.13 Way leave charges**

Description	Unit	(Rate in Rs.)
Way leave charges for laying pipelines through Port's land	Rate per sq. mtr. per year	100.00



**5.14. Weighing charges**

Sl. No.	Description	Unit	Rate ( in Rs.)
1.	<b>Weighing scale</b>		
	(i). For using weighing scale	Rate per ton or part thereof	5.50
	(ii). Issue of weight certificate	Per vehicle per day.	22.00
	Minimum charges per certificate		65.00
2.	<b>Weigh bridge</b>		
	(i). For bulk cargo	Rate per ton or part thereof	3.00
	(ii). For other cargo	Rate per ton of part thereof	7.00
3.	<b>Issue of weight certificate</b>	Per vehicle per day	22.00

**5.15. Charges for wharf equipment**

Sl. No.	Description	Rate per hour or part thereof ( in Rs. )	Minimum charges ( in Rs.)
1.	<b>Light duty mobile crane</b>		
	(i). Inside wharf premises		
	(a). Upto 10 tons crane capacity	750.00	1500.00
	(b). Above 10 tons crane capacity	1250.00	2500.00
	(ii). Outside wharf premises		
2.	<b>Reach stacker</b>		
	(a). Upto 10 tons crane capacity	1500.00	3000.00
	(b). Above 10 tons crane capacity	2500.00	5000.00
	(i). Outside wharf premises	2000.00	-
	(ii). Outside Willingdon Island	9000.00	-

**5.16. Toll Charges**

Sl. No.	Vehicle	Per day charge per vehicle ( in Rs.)	Annual charge per vehicle (in Rs.)
1	Two wheelers	2.00	150.00
2	Three wheelers	3.00	200.00
3	Four wheelers & LCV	5.00	500.00
4	Buses, lorries, heavy trucks etc.	8.00	800.00
5	<b>Tourist buses</b>		
	(i). Capacity - less than 20 Passengers	20.00	1000.00
	(ii). Capacity - 20 or more Passengers	40.00	1000.00

**CHAPTER -VI**

**ESTATE RENTALS**

**6.1. Lease rent of land – Permanent lease.**

<b>A RATE OF LEASE RENT OF LAND APPLICABLE TO THE LESSEES AS ON 31.12.</b>			
<b>(I)</b>	95,		
		<b>Rate per acre per annum (In Rs.)</b>	<b>Rate per are per annum (In Rs.)</b>
	(i). Category- I : Land with water frontage	1,63,800.00	4,055.00
	(ii). Category- II : Land with Railway siding	1,63,800.00	4,055.00
	(iii). Category- III : Land without water Frontage and railway siding	1,09,800.00	2,715.00
	(iv). Category-IV : Land for office, Banks, Shops, Hotels etc.,	1,09,800.00	2,715.00
	(v). Category- V : Land for residence	46,800.00	1,155.00
	(vi). Special Category	1,83,500.00	4,535.00
The rate of lease rent shown above will be increased at a uniform rate of 5% every year from the date of original notification of these rates with an option to re-fix the base year after every 5 years.			
<b>(II)</b>	<b>RATE OF LEASE RENT OF PORTS LAND FOR RENEWAL OF EXISTING LEASE AND ALLOTMENT OF LAND ON OR AFTER 1.1.96</b>		
	(i). Category - A - Residential Purpose	1,70,000.00	4,200.00
	(ii). Category - B - Industrial Purpose	2,50,000.00	6,200.00
	(iii). Category - C - Commercial Purpose	3,40,000.00	8,400.00
The rate of lease rent shown above will be increased at a uniform rate of 5% every year from the date of original notification of these rates with an option to re-fix the base after every 5 years.			

<b>The above rates shall be made applicable to the following cases:</b>	
(i).	To all new leases by allotment from 1.1.96
(ii).	To all existing leases which are renewed on or after 1.1.96
(iii).	To all cases of transfer of lease granted from 1.1.96

**B EXTENSION OF LICENCE PER IOD**

Additional licence fees @ 50% of licence fee applicable shall be payable for granting extension of licence period beyond the normal 2 year period of licence.

**Explanation**

Rate of licence fee will be the same as the lease rent applicable to the category of land concerned.

**C. RATES FOR SUB LEASING**

The sub lease levy shall be payable with effect from 1.1.96 at the following rates:

	<b>Rate per 10 sq. mtr. Per month</b>
(i). Godown space	Rs.100.00
(ii). Office space accommodation	Rs.125.00

**6.2. Lease rent of land – Temporary lease.**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Rate per 10 sq. mtr. or part thereof per month or part thereof (in Rs.)</b>
<b>I</b>	<b>Covered space</b>	
1	Fort Cochin Wharf covered storage under permit issued by the Chairman of the Port of Cochin or any other Officer authorised in this behalf for period not exceeding one year.	400.00
In future all will be treated as covered space. In case warehouse is allotted to the parties for the use of office accommodation, 20% rent will be levied in addition to the above.		

Sl. No.	Particulars	Rate per 10 sq. mtr. or part thereof per month or part thereof (in Rs.)
<b>II Open space</b>		
	Fort Cochin Wharf open storage under permit issued by the Chairman of the Port of Cochin or any other Officer authorised in this behalf for period not exceeding one year.	
1.	Commercial purpose	170.00
2.	Industrial Purpose	100.00
3.	Hard Surface Area	200.00
4.	Minimum charges for 1, 2 & 3 above.	500.00

<b>III Warehouse</b>		
1.	Under permit issued by the Chairman of the Port of Cochin or any other Officer authorised in this behalf for period not exceeding one year.	400.00
2.	Under leases for periods:	
a	Exceeding one year but not exceeding 3 years	400.00
b	Exceeding 3 years but not exceeding five years.	400.00
In future all will be treated as covered space. In case warehouse is allotted to the parties for use of office accommodation, 20% rent will be levied in addition to the above.		
<b>IV Shed except 'M' shed at low wharf</b>		
1.	Under permit issued by the Chairman of the Port of Cochin or any other Officer authorised in this behalf for period not exceeding one year.	400.00
2.	Under leases for periods:	
a	Exceeding one year but not exceeding 3 years	400.00
b	Exceeding 3 years but not exceeding 5 years.	400.00

Sl. No.	Particulars	Rate per 10 sq. mtr. or part thereof per month or part thereof (in Rs.)
V	<b>'M' shed at low wharf</b>	
	Under permit issued by the Chairman of the Port of Cochin or any other Officer authorised in this behalf for period not exceeding one year.	400.00
VI	<b>Rent for open storage space on Willingdon Island</b>	
	1. Commercial purpose	170.00
	2. Industrial Purpose	100.00
	3. Hard Surface Area	200.00
	4. Minimum charges for 1,2 & 3 above.	500.00
	5. Pallets - Rent for open storage space for storing pallets shall be charged on the basis of rates given at Sl. 1 to 4 above.	
Sl. No.	Particulars	Rate per sq.mt. or part thereof per month or part thereof. (in Rs.)
VII	<b>Rent for office accommodation leased to parties on area basis</b>	
	Under permit issued by the Chairman of the Port of Cochin or any other Officer authorised in this behalf for period not exceeding one year.	70.00
	Minimum charge	700.00

Sl. No	Particulars	Rate per 10 sq.mt. or less per day or part thereof. (in Rs.)
VIII	Rent for fumigatorium for storage of export cargo	20.00
IX	Way leave charges	
	Way leave charges for laying pipelines through port's land	Rs.100.00 per sq.mtr. for the area occupied by pipeline / year.
	<p><b>Note:</b>  The area occupied will be calculated by multiplying the actual length of the pipelines with the width which will be taken as  (a). For pipelines of 80 M.M. or less: 0.3. metre  (b). For other pipelines: the actual width occupied by the line plus 0.3 metre</p>	
	<p><b>Note:</b>  For the items covered under VI to IX above, in accordance with the policy guidelines communicated by the Govt. vide Ltr.dtd 1.4.95, all charges / rates will be increased every year @ 5% of the base rate from the date of original notification of these rates.</p>	



COCHIN PORT TRUST  
Willingdon Island, Cochin - 09.

16<sup>th</sup> March 2004

No F-13/2004-T

ORDER

Sub: Reduction in the Vessel Related Charges effected from 1<sup>st</sup> April, 2004.

Cochin Port Trust Board in its meeting held on 4<sup>th</sup> March, 2004 has decided to reduce Vessel Related Charges applicable to container vessels calling at Cochin Port Trust

In respect of Pilotage and Berth Hire, a single rate is proposed instead of slab rates. In cases where the existing slab rates are less than the single rate proposed, there the existing slab rates (without minimum charges) will be applied for the computation of Pilotage and Berth Hire. The reduced rates will be implemented on an experimental basis for a period of 6 months from 1<sup>st</sup> April, 2004. A comparative statement showing the existing and proposed rates of Pilotage and Berth Hire is produced below:-

PILOTAGE FOR CONTAINER VESSELS

Sl. No.	Size of the vessel	COASTAL		FOREIGN	
		Existing	Proposed	Existing	Proposed
		(Rate per GRT in Rs.)		(Rate per GRT in US \$)	
1	Upto 3000 GRT	9.95	9.95	0.31	0.31
2	3001 to 10000 GRT	14.1	10.45	0.44	0.33
3	10001 to 15000 GRT	15.4	10.45	0.48	0.33
4	15001 to 30000 GRT	16.35	10.45	0.51	0.33
5	30001 and above	15.4	10.45	0.48	0.33

## BERTH HIRE FOR CONTAINER VESSELS

Sl. No.	Size of the vessel	COASTAL		FOREIGN	
		Rate per GRT per Hour			
		Existing	Proposed	Existing	Proposed
		( in Rs.)		( in US \$)	
1	UPTO 3000 GRT	0.266	0.095	0.0083	0.003
2	3001 TO 10000 GRT	0.173	0.095	0.0054	0.003
	MINIMUM CHARGE	798	Nil	24.9	Nil
3	10001 TO 15000 GRT	0.106	0.095	0.0033	0.003
	MINIMUM CHARGE	1730	Nil	54	Nil
4	15001 TO 30000 GRT	0.080	0.080	0.0025	0.0025
	MINIMUM CHARGE	1590	Nil	49.5	Nil
5	30001 TO 60000 GRT	0.080	0.080	0.0025	0.0025
6	60001 & ABOVE	0.106	0.095	0.0033	0.003

By order of the Chairman

  
 TRAFFIC MANAGER

Copy to: All HODs  
 Copy submitted to Chairman/Dy. Chairman  
 Cochin Steamer Agents' Association, Cochin-3.  
 For circulation among your members  
 Asst. Traffic Manager (Porterage)  
 Asst. Traffic Manager (CFS)  
 Asst. Traffic Manager (CT)  
 Wharf Superintendent (EW & MW)  
 Dy. Chief Accountant, CDC







COCHIN PORT TRUST  
Willington Island, Kochi-9

Office of the F.A. & C.A.O.  
12<sup>th</sup> July 2004

CAM/Shipping/No.R/2004

C I R C U L A R

Sub : Free days for loaded Import/Export Containers

Sanction of the Chairman has been obtained to enhance the free days in case Ground Rent for Loaded Import and Export Containers from 5 to 7 days. This will take effect from 1<sup>st</sup> July 2004.

The revised Schedule of Ground Rent will be as follows:-

Sl. No.	Period of occupation	Rate per container Per day or part thereof	
		20' (US \$)	40' & above (US \$)
1.	For Loaded Containers		
	(i). First 7 days	Free	Free
	(ii). 8 <sup>th</sup> day to 15 <sup>th</sup> day	3.00	6.00
	(iii). 16 <sup>th</sup> day to 30 <sup>th</sup> day	6.00	12.00
	(iv). Thereafter,	12.00	24.00
2.	Hazardous Containers		
	(i). First 7 days	Free	Free
	(ii). 8 <sup>th</sup> day to 15 <sup>th</sup> day	3.75	7.50
	(iii). 16 <sup>th</sup> day to 30 <sup>th</sup> day	7.50	15.00
	(iv). Thereafter	15.00	30.00

This is for necessary information and action if any.

F.A. & C.A.O.

Copy to : All HoDs  
Addl. Traffic Manager  
DD (FD)  
C.I. Computer Centre  
CD, F.R., Wharf Revenue, Cash Office - CAD  
CAD Administration - For notice board  
Cochin Steamer Agents Association.  
Customs House Agents Association.



കൊച്ചിൻ പോർട്ട് ട്രസ്റ്റ്  
कोच्चिन पोर्ट ट्रस्ट  
COCHIN PORT TRUST  
Willingdon Island, Cochin - 682 009  
Telo : 2666871 Telex: 0885-6203  
PORT IN Fax :0484-2668163  
2666512  
Website:www.cochinport.com

No.A1/F4/2004/T

Dated: 24-09-04

ORDER

The Custom House Agents Association have made several representations requesting the Port Trust to reduce/dispense with the exorbitant document amendment charges of Rs. 200/- levied at Cochin Port. The representation was examined in detail and it has been decided to reduce the amendment charges from Rs. 200/- to Rs.50/- with immediate effect. This issues with the approval of Chairman.

  
TRAFFIC MANAGER

- Copy to: The Custom House Agents Association  
" The Steamer Agents Association  
" The FA & CAO, CoPT ✓  
" The DD(EDP) - with a request to make the necessary changes in the system.  
" The Chairman/Dy.Chairman for information  
" The DTM (E&O)/DTM(P)/ATM(CT)/ATM(CFS)/W.S.M.W/  
W.S.E.W.



COCHIN PORT TRUST  
Willingdon Island, Kochi-9

Office of the F.A. & C.A.O.

14<sup>th</sup> October 2004


CAD/Costing/SoR - TAMP/2004

CIRCULAR

Sub: Amendment in the Scale of Rates of CoPT

The Tariff Authority for Major Ports (TAMP) vide its Notification No. TAMP/75/2002-CoPT dated 4<sup>th</sup> October 2004 has issued a Corrigendum re-instating a provision relating to levy of Ground Rent on Export Containers, which was inadvertently not included in the revised Scale of Rates.

A copy of the Corrigendum is enclosed for inclusion in the Scale of Rates urgently.

F.A. & C.A.O. 

Copy to :

- All HoDs
- Supdt. Engineer (CT) ✓
- Asst. TM
- ATM (CT) ✓
- DD (EDP)
- CT Computer ✓
- CDC - CAD ✓
- Wharf Revenue - CAD
- Traffic Revenue - CAD
- CAD Administration - For notice board & inclusion in Scale of Rates
- Steamer Agents Association
- Customs House Agents Association
- Wharf Supdt (EW)
- Wharf Supdt (MW)

(To be published in Part-III Section 4 of the Gazette of India, Extraordinary)

## TARIFF AUTHORITY FOR MAJOR PORTS

No. TAMP/75/2002-COPT

Mumbai, 4 October 2004

### CORRIGENDUM

(Passed on this 30th day of September 2004)

This Authority has passed an Order on 16 December 2003 (Case No. TAMP/75/2002-COPT) relating to the proposal from the Cochin Port Trust (COPT) for general revision of its Scale of Rates. This Order along with the revised Scale of Rates was notified in the Gazette of India Extraordinary (Part III, Section 4) on 14 January 2004 vide Gazette No.14.

2.1. It is noticed that the amendment made by this Authority earlier with reference to the provision relating to levy of ground rent on export container is inadvertently not included in the revised Scale of Rates. Accordingly, the following provision in the existing Scale of Rates of the COPT is inserted as note number (2) under Schedule 4.6. Ground Rent; Chapter Container Related Charges.

"In case of export container, the levy of ground rent shall cease when the nominated vessel commences loading."

2.2. Consequently, the existing note numbers (2) and (3) in the relevant Schedule are renumbered as (3) and (4) respectively.

*A. A. Bongirwa*  
(A. A. Bongirwa)  
Chairman

COCHIN PORT TRUST

TRAFFIC MANAGER'S OFFICE,  
COCHIN-9.

Dated: 17.11.2004

No. A8/Circular/Lease/T

CIRCULAR

Subj:- Reduction in periodicity of renewal of lease of covered storage space

On representation from some port users and based on the feedback of Customer Satisfaction Survey it has been decided to revise the periodicity of renewal of covered storage space in the port. The revised periodicity of renewal of lease for covered storage space is reduced from monthly basis to fortnightly basis. Accordingly the first lease would be for a month or part thereof which is Rs.400/- per 10 sq.m per month (as per scale of rates). For renewal and subsequent renewals the lease rent shall be Rs.200/- per 10 sq.m per fortnight or part thereof.

This issues with the approval of Chairman subject to ratification by the Board of Trustees of Cochin Port Trust.

  
TRAFFIC MANAGER

Copy to: M/s.Cochin Steamer Agents' Association, Cochin-3.  
M/s.Cochin Custom House Agents' Association, Cochin-3.  
All HODs.  
Addl.Commissioner of Customs, Custom House, Cochin-9.  
Dy.Secretary (Estate), CPT.  
Cost Analyst, CPT  
Dy.TM(P)/Dy.TM(E&O)/ATM(CT)/ATM(CFS)  
Wharf Supdt.(EW)/Wharf Supdt.(MW)/Wharf Supdt.(OTJ)  
PS to Chairman/PS to Dy.Chairman.  
*M/s United Stevedores Association, Cochin-3.*



COCHIN PORT TRUST  
Willingdon Island, Kochi-9

Office of the F.A. & C

CAD/Costing/SOR - TAMP/2004

10<sup>th</sup> December 2

CIRCULAR

Sub: New Rates in the Scale of Rates of CoPT

The Tariff Authority for Major Ports (TAMP) vide its Notification TAMP/26/2004-CoPT dated 3<sup>rd</sup> December 2004 has notified in the Gazette of India Extraordinary (Part III Section 4) vide Gazette No.185, hire charges for U&T Poctain Barge Vijaya.

A copy of the Notification is enclosed for inclusion in the Scale of Rates urgen

F.A. & C.

Copy to : All HoDs  
HM  
Dock Master  
Dredging Superintendent  
DD (EDI)  
CDC - CAD  
Wharf Revenue - CAD  
Traffic Revenue - CAD  
CAD Administration - For notice board & inclusion in Scale of Rates  
Steamer Agents Association  
Customs House Agents Association

PK

(To be published in Part - III Section 4 of the Gazette of India, Extraordinary)

**TARIFF AUTHORITY FOR MAJOR PORTS**

No. TAMP/26/2004-COPT

Mumbai, 21 November 2004

**NOTIFICATION**

In exercise of the powers conferred by Section 49 of the Major Port Trusts Act, 1963 (38 of 1963), the Tariff Authority for Major Ports hereby approves the proposal received from the Cochin Port Trust (COPT) for fixation of hire charge for L & T Poclair and Barge Vijaya as in the Order appended hereto.

*A.L. Bongirwar*  
(A.L. Bongirwar)  
Chairman

**Tariff Authority for Major Ports**  
**Case No. TAMP/20/2004-COPT**

The Cochin Port Trust

Applicant

**ORDER**

(Passed on this 16th day of November 2004)

This case relates to a proposal received from the Cochin Port Trust (COPT) for fixation of hire charge for L & T Poelain and Barge Vijaya.

1.2 The COPT has stated that the existing Scale of Rates does not contain rate for hire of L & T Poelain and Barge Vijaya. It has, therefore, sought approval of this Authority for the following rates:

Sl. No.	Particulars	Unit	Rate in Rs.
(i).	Fixed charges	Per load per 8 hours shift or part thereof	12,000/-
(ii).	Per additional hour or part thereof	Per additional hour or part thereof	1,500/-
(iii).	Rate for loads above one load	Per load	1,000/-

2.1 A copy of the proposal was forwarded to various concerned users/representative bodies of port users for comments.

2.2 The Container Shipping Lines Association (CSLA) and the Shipping Corporation of India (SCI) have informed that they have no comments to offer on the proposal. Further, we have not received any written comments from the other users consulted in this case.

3.1 Based on a preliminary scrutiny of the proposal, the COPT was requested to furnish additional information / clarification on various points like details of the capital cost of the two craft, date of acquisition, to justify the estimates of repairs and maintenance cost and general overheads, etc.

3.2 The COPT has furnished the following details in response:

- (i) L&T Poelain was purchased and commissioned in 1980 at capital cost of Rs. 18 lakhs, however, the current book value is nil. This is utilised by the port for shallow water dredging. Barge Vijaya was purchased and commissioned in 1966 at a capital cost of Rs 20 lakhs and its present book value is Rs.2 lakhs. This is used as a dumb barge for Poelain.
- (ii) Details of the wage cost of the crew, fuel cost, repairs and maintenance cost with reference to these two craft are furnished.
- (iii) It has clarified that this asset was being used only for port purposes whereas of late it has received requests from the users for the hire of the same. It has confirmed that the overhead cost relating to the hiring of the vessel was not incorporated in the cost statements filed at the time of the last general revision of tariff. Overhead is estimated at 25% of the direct cost to cover certain administration and monitoring work involved in hire of these craft.

/s/



4 A joint hearing in this case was held on 9 September 2004 at the COPT premises. At the joint hearing, the users present submitted that they had no objection to the rates proposed by the COPT.

5 With reference to the totality of the information collected during the processing of this case, the following position emerges.

- (i) The COPT proposes to fix hire charge for existing craft - L & T Poclain and Barge Vijaya for hiring them by private users. These craft are presently being used by the port itself for shallow water dredging. The existing Scale of Rates of the COPT does not contain any rate for hire of these craft to private users.
- (ii) The users consulted in this case have raised no objection to the rates proposed by the COPT. It will, therefore, not be unreasonable to presume that the rate proposed by the COPT is comparable to the market rate for similar facilities.
- (iii) This Authority generally follows the cost plus model for fixation of tariff for services offered by a major port. In the instant case since the users have no objection to the proposed rate, it may not be necessary to make an in depth analysis of cost details furnished by the COPT. Some discrepancies are, however, observed in the computation of the proposed rate. The estimated repairs and maintenance cost varies from the actual expenses for these craft reported for the year 2003-04. Computation of return on investment is not found to be relevant for fixation of hire charges since the capital cost of L & T Poclain is fully depreciated and the other craft Barge Vijaya is on the verge of completing its useful life. Nevertheless, no modifications in the proposed rates are effected due to the fact that the rates proposed by the COPT are found to be acceptable to the users. That being so, this Authority is inclined to approve the rates proposed by the COPT. This, however, cannot be construed as an endorsement of the costing approach adopted by the COPT which will form precedence elsewhere.

6.1 In the result, and for the reasons given above and based on a collective application of mind, this Authority approves the following ceiling rates of hire charge for L & T Poclain and Barge Vijaya as proposed by the COPT for inclusion in its Scale of Rates:

Sr. No.	Particulars	Unit	Ceiling Rate (In Rs.)
(i)	Fixed charges	Per load per 8 hours shift or part thereof	12,000/-
(ii)	Per additional hour or part thereof	Per additional hour or part thereof	1,500/-
(iii)	Rate for loads above one load	Per load	1,000/-

6.2 The rate approved will be ceiling rate in line with the general policy decision already taken earlier.

*A. L. Bordewar*  
(A. L. Bordewar)  
Chairman



COCHIN PORT TRUST  
Willingdon Island, Kochi-9

Office of the F.A. & C.A.O

24<sup>th</sup> January 2005

CAD/Costing/SOR - TAMP/2005

CIRCULAR

Sub: Amendment in the Scale of Rates of CoPT

The Tariff Authority for Major Ports (TAMP) vide its Notification No TAMP/4/2004-Genl. dated 13<sup>th</sup> January 2005 has notified in the Gazette of India Extraordinary (Part III Section IV) on 12.1.2005 vide Gazette No.3, concessional rate for coastal cargo / containers / vessels.

The relevant page of the notification is enclosed for information.

The amended provisions for coastal cargo / vessels / contained in the above notification shall come into effect from 1<sup>st</sup> February 2005.

  
F.A. & C.A.O

Copy to : All HoDs  
Supdt. Engineer (CT)  
Addl. TM  
ATM (CT)  
DD (EDP)  
CT Computer  
CDC, Wharf Revenue, Traffic Revenue – CAD  
CAD Administration - For notice board & inclusion in Scale of Rates  
Steamer Agents Association  
Customs House Agents Association



महापत्तन प्रशुल्क प्राधिकरण  
TARIFF AUTHORITY FOR MAJOR PORTS

तृतीय तल, भण्डार भवन, एम. पी. रोड, माझगांव, मुंबई - ४०० ०१०.  
3rd Floor, Bhandar Bhavan, M. P. Road, Mazgaon, Mumbai - 400 010.

Tel : 23757888, Fax: 022-23757879, E-mail: tamp@tariffauthorlty.org Website: www.tariffauthority.org

No.TAMP/4/2004-Genl.  
13 January 2005

To

The Chairman,  
Cochin Port Trust,  
Willingdon Island,  
Cochin-682 009.

Subject: Policy direction issued by the Ministry of Shipping, Road Transport and Highways (MSRTH) under Section 111 of the MPT Act, 1963 on concessional rates for coastal cargo/containers/ vessels.

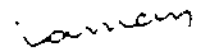
Sir,

The Government of India in the Ministry of Shipping, Road Transport and Highways (MSRTH) has issued a policy direction to this Authority under Section 111 of the MPT Act to amend the Scale of Rates of all major port trusts and private terminal operators to introduce concessional rates for coastal cargo/containers/vessels.

2 In compliance with the directions issued by the Government of India this Authority has passed an Order on 7 January 2005 on the subject matter. This Order has been published in the Gazette of India Extraordinary (Part III Section IV) of 12.1.2005 vide Gazette No.3. A copy each of the Notification and Order (both in Hindi and English) is enclosed herewith for appropriate action.

3. Receipt of this letter may be acknowledged.

Yours faithfully

  
( C. S. Venkatraman  
Director  
Tel.: 2375714

Encl.: As above.

(To be published in Part - III Section 4 of the Gazette of India, Extraordinary)

**TARIFF AUTHORITY FOR MAJOR PORTS**

No. TAMP/4/2004-Genl.

Mumbai, 10 January 2005

**NOTIFICATION**

In compliance of a policy direction issued by the Government of India under Section 111 of the Major Port Trusts Act, 1963 (38 of 1963) and in exercise of the powers conferred by Sections 48, 49 and 50 of the said Act, the Tariff Authority for Major Ports hereby amends the Scale of Rates of all major port trusts and private terminal operators to introduce concessional rates for coastal cargo / containers / vessels, as in the Order appended hereto.

  
( A.L. Bongirwar )  
Chairman

**ORDER**

(Passed on this 7th day of January 2005)

The Government of India in the Ministry of Shipping, Road Transport and Highways vide its communication No.PR-14019/29/2001-PG dated 01 January 2005 has issued a policy direction to this Authority under Section 111 of the MPT Act, 1963 to prescribe concessional rates for coastal cargo / containers / vessels related charges levied at all major port trusts and private operators authorized under section 42(3) of the Act.

2.1. The Government is of the view that to encourage coastal shipping in the country, there is a need to reduce vessel related charges for coastal vessels and cargo / container related charges for coastal cargo / containers. The Government has, therefore, decided that the vessel related charges for all coastal vessels should not exceed 60% of the corresponding charges for other vessels. It has also been decided that the cargo/container related charges for all coastal cargo/containers, other than thermal coal and POC including crude oil, should not exceed 60% of the normal cargo/container related charges. Further, these charges should be denominated and collected in Indian Rupees only. The scheme is introduced on a Pilot basis for a period of two years after which a review will be carried out.

2.2. Accordingly, this Authority is directed to prescribe immediately the coastal vessel related charges and coastal cargo/container related charges levied at all major port trusts and private operators authorized under section 42(3) of the Act.

3. The direction has been issued after obtaining the views of this Authority, as required under the relevant provisions of the Act. While issuing the aforesaid policy direction, the Government has also clarified various points as given hereinafter:

- (i). Since the concessions prescribed are floor levels, the existing charges for coastal vessels need not be immediately increased to the maximum level, if such rates are already less than 60% of the foreign-going vessel rates.
- (ii). The coastal rates will not automatically increase on account of exchange rate variations. They are to be delinked from dollar denominated rates, if any, prescribed for other categories of vessels/containers. Restatement of coastal rates with reference to prevailing exchange rate at the time of each general revision of Scale of Rates should not be resorted to. But, the minimum concessions as envisaged by this policy should be ensured.
- (iii). In case of cargo related charges, the concession should be allowed on all the relevant handling charges for ship-shore transfer and transfer from quay to storage yard including wharfage.
- (iv). The concession will encompass container related charges also. In this case, it is to be extended on the box rate, wherever such tariff structure is followed. Where itemized charges are levied, the concession will be on all the relevant handling charges for ship-shore transfer and transfer from quay to storage yard as well as wharfage on cargo and containers.
- (v). For the purpose of this concession, cargo/container from a foreign port which reaches an Indian Port 'A' for subsequent transshipment to Indian Port 'B' will also qualify insofar as the charges relevant for its coastal voyage. In other words, cargo/containers from/to Indian Ports carried by vessels permitted to undertake coastal voyage will qualify for the concession.
- (vi). In the example given above, the concession envisaged does not apply to the operations of loading/unloading on arrival/departure from/to a foreign port. Concessional cargo/container related charges will be levied only for handling the consignment in relation to its coastal voyage.

(vii). Status of a vessel as borne out by its certification issued by Director General of Shipping is the relevant factor for deciding whether the vessel is 'foreign-going' or 'coastal'. Foreign going vessels permitted to undertake coastal voyages and the cargo/container carried by them will also qualify for the concession in respect of such permissible voyages.

4. Since the policy direction requires immediate compliance and notification of individual Scale of Rates of all the major port trusts and private terminal operators by this Authority will be time consuming, it is considered appropriate to insert the policy direction in the form of general conditionalities in the existing Scale of Rates of the major port trusts and private terminal operators. During the next regulatory review of the Scale of Rates at the respective ports, separate coastal cargo/container/vessel related charges will be prescribed in line with the policy direction in the revised Scale of Rates. Till such time, the existing relevant rates are to be levied subject to the general conditionalities being introduced now in the Scale of Rates.

5. Subject to the clarifications given by the Government as listed under para 3 above, this Authority amends the Scale of Rates of all the major port trusts and private terminal operators to insert the following general conditionalities therein:

- \*1. The vessel related charges for all coastal vessels should not exceed 60% of the corresponding charges for other vessels,
- 2.1. The cargo /container related charges for all coastal cargo/containers, other than thermal coal and POL including crude oil, should not exceed 60% of the normal cargo/container related charges.
- 2.2. In case of cargo related charges, the concessional rates should be levied on all the relevant handling charges for ship-shore transfer and transfer from/to quay to/from storage yard including wharfage.
- 2.3. In case of container related charges, the concession is applicable on composite box rate. Where itemized charges are levied, the concession will be on all the relevant charges for ship-shore transfer, and transfer from/to quay to/from storage yard as well as wharfage on cargo and containers.
- 3. The charges for coastal cargo/containers/vessels shall be denominated and collected in Indian Rupee."

6. If any of the existing rate and/or conditionality prescribed in the Scale of Rates is found to be not in line with the policy direction of the Government, they shall stand modified in terms of the conditionalities prescribed above.

7.1. In case of dollar denominated tariff items for vessel/container related charges, the applicable exchange rate prevailing on 1 February 2005 should be applied to arrive at the corresponding charges in Indian Rupee on which the prescribed concession should be allowed for coastal vessels/containers.

7.2. The existing rates for coastal vessels shall not undergo any upward revision immediately due to implementation of the policy direction, if such rates are already less than 60% of the foreign-going vessel rates.

8. All the major port trusts and private terminal operators are directed to amend their Scale of Rates accordingly.

9. Recognising the lead time required for implementation by ports / terminals, the amended provisions for coastal cargo / vessels / containers ordered herein above shall come into effect from 1 February 2005.

*A. L. Bongirwar*  
( A.L. Bongirwar )  
Chairman

*[Handwritten mark]*