# LICENSE AGREEMENT

BETWEEN

## MUMBAI PORT TRUST

AND

## INDIRA CONTAINER TERMINAL PVT. LTD

# LICENSE AGREEMENT

BETWEEN

**THE BOARD OF TRUSTEES OF THE PORT OF MUMBAI**

( THE LICENSOR )

AND

**INDIRA CONTAINER TERMINAL PVT. LTD**

(THE LICENSEE)

FOR

CONSTRUCTION OF OFFSHORE CONTAINER BERTHS AND DEVELOPMENT OF CONTAINER TERMINAL (OCT) ON BOT BASIS IN MUMBAI HARBOUR

AND

OPERATION OF BALLARD PIER STATION CONTAINER TERMINAL (BPS)

DECEMBER 2007

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शासन परिपत्रक क्रमांक. २०००/९४/प्र. क्र. २५/ म-१, दि. २४/३/२०००

# GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

**RECEIPT FOR PAYMENT TO GOVERNMENT** **NOT TRANSFERABLE**

Receipt No. : 6 Receipt Date : 30/11/2007

Received From : INDIRA CONTAINER TERMINAL PVT.LTD

On Account of : 103-(II) Counter No. : 1

| Mode of Payment | DD/PO/CHQ/ RBI-Challan No. | Date | Bank Name & Branch | Area Code | Amount (In Rs.) |
|---|---|---|---|---|---|
| Cash | | | | | 100.00 |

DELIVERED

01 DEC 2007

Case No. : ADJ/M/3531/2007

1 DEC 2007

Lot No. : Lot Date : Total D. O. :

| Sr. No | Description of Stamps / Franking | Quantity | Denomination | Amount (in Rs.) |
|---|---|---|---|---|
| | | | | |
| | | | Total : | |

DELIVERED

01 DEC 2007

Rs. : 100.00 Rupees : One Hundred Only

Cashier / Accountant Signature / Designation

शासन परिपत्रक क्रमांक. २०००/९४/प्र. क्र. २५/ म-१, दि. २४/३/२०००

# GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

**RECEIPT FOR PAYMENT TO GOVERNMENT** **NOT TRANSFERABLE**

Receipt No. : 2 Receipt Date : 30/11/2007

Received From : INDIRA CONTAINER TERMINAL PVT.LTD

On Account of : 103-(II) Counter No. : 1

| Mode of Payment | DD/PO/CHQ/ RBI-Challan No. | Date | Bank Name & Branch | Area Code | Amount (In Rs.) |
|---|---|---|---|---|---|
| PO | 321856 | 27/11/2007 | | O | 500000.00 |

Bank Name : ABN AMRO BANK N.V. (ABN)
Branch Name : VEER NARIMAN ROAD (VNR)

DELIVERED 01 NOV 2007

Case No. : ADJ/M/3531/2007

Lot No. : Lot Date : 1 DEC 2007 Total D. O. :

| Sr. No | Description of Stamps / Franking | Quantity | Denomination | Amount (in Rs.) |
|---|---|---|---|---|
| | | | | |
| | | | Total : | |

DELIVERED 30 NOV 2007

Rs. : 500000.00 Rupees : Five Lakh Only

Cashier / Accountant Signature / Designation

**Certificate u/s. 32(*1*) (*b*) of the Bombay Stamp Act, 1958.**

Office of the
Collector of Stamps
Case No. Adj. M/3531/07/Certificate/Leo/31/07/07
Date 30/11/07

Received from Shri. Indira Container Terminal P. Ltd
residing at Mbai
stamp duty of Rs. (5,00,000/- Five Lakhs only
*vide* challan No. 2, Dated 30/11/07
Certified under Section 32(*1*) (*b*) of the Bombay Stamp Act, 1958 that the full duty of Rs. 5,00,000/- Five Lakhs only with which this instrument is chargeable has been paid *vide* article No. 5(h)(A) of schedule.

This certificate is subject to the provisions of section 53-A of Bombay Stamp Act, 1958.

Place Mbai
Date 30/11/07

Collector of Stamps
Mbai

# LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is made at MUMBAI on this 3rd day of December Two Thousand and Seven between:

THE BOARD OF TRUSTEES OF THE PORT OF MUMBAI, a body corporate constituted under the provisions of the Major Port Trusts Act, 1963 and having its Administrative Office at Port House, Ballard Estate, Mumbai – 400 001 hereinafter referred to as **"the Licensor"** (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

INDIRA CONTAINER TERMINAL PRIVATE LIMITED, a company registered under the Companies Act, 1956, and having its registered office at Gammon House, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 025, hereinafter referred to as **"the Licensee"** (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

WHEREAS:

The Licensor currently owns and operates interalia the container terminal namely Ballard Pier Station Container Terminal (BPS) of 243 metres in length and associated equipment

i) The Licensor is desirous of implementing a project envisaging:

(a) Operation and management including necessary developments, modifications and augmentation of facilities, of the BPS (hereinafter referred to as "**BPS Project**"); and

(b) Development, construction, operation and management of an Offshore Container Terminal (hereinafter referred as **"Offshore Container Terminal"** or **OCT**) in the Mumbai Harbour (The scope of BPS Project and the OCT Project as is more particularly described in Appendix 1 hereto (hereinafter collectively referred to as the "**Project**"), to be implemented in accordance with the Major Port Trusts Act, 1963 and the Guidelines (as hereinafter defined) through private sector participation on build, operate and transfer (BOT) basis;

ii) On 25th November 2004, the Licensor invited applications from the interested parties in accordance with the Request for Qualification (as hereinafter defined) issued by the Licensor, to shortlist competent parties who can subsequently bid for the Project;

iii) In response to the invitation referred to in recital Para (ii) above, the Licensor received applications from various parties including the application dated 11th March 2005 submitted by the Consortium (as hereinafter defined), in accordance with the Request for Qualification;

iv) The Licensor, after evaluating all the applications, short listed 11 number of applicants including the Consortium and invited proposals from them in

accordance with the Request for Proposal (as hereinafter defined) , for implementing the Project;

v) In response to the Request for Proposal, the Licensor received proposals from the short listed applicants including the one submitted by the Consortium;

vi) The Licensor, after evaluating all the proposals received by it from the short listed applicants, accepted the proposal referred to in recital Para (v) above submitted by the Consortium and communicated its acceptance to the Consortium vide Letter of Intent for award of License (as hereinafter defined) bearing reference No.CE.CF.226(CTP)/3559 dated 8th August 2007;

The members of the Consortium have incorporated the Licensee as a special purpose company in India under the Companies Act 1956 to implement the Project; and

viii) Following the acceptance of the Letter of Intent for Award of License, the Licensor has agreed to grant License to the Licensee to implement the Project on the terms, conditions and covenants hereinafter set forth in this Agreement.

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

## ARTICLE 1 - DEFINITIONS AND INTERPRETATION

### Definitions

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

**"Accounting Year"** means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.

**"Actual Project Cost"** means the cost as set forth in Financing Documents including augmentation and development required at BPS and construction, commissioning and augmentation at OCT.

**"Additional Facilities"** shall mean any new facilities created or existing facilities expanded or augmented in the Mumbai Port on or after the date of this Agreement, such that the overall capacity to handle container traffic in the Mumbai Port is increased from existing levels as a direct result of such creation, expansion or augmentation. For the avoidance of doubt, Additional Facilities shall be deemed to have been created only upon the increase in dimensions of existing berths or the creation of new berths at the Mumbai Port such that the overall capacity to handle container traffic is increased, and shall not include the enhancement or replacement of any moveable assets and equipment which may enable additional traffic to be handled at the existing berths.

**"Agreement"** means this License agreement as of date hereof, including Appendices "1 through 33" 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, judgement, 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 administration 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 this Agreement or thereafter.

**"Applicable Permits"** means any and all permissions, clearances, licenses, authorisations, consents, no-objections, and 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.

**"BPX"** means Ballard Pier Extension berth in contiguous with BPS berth.

**"Ballard Pier Station Container Terminal or BPS"** means the container terminal facility located in the Port of Mumbai, owned and operated by the Licensor consisting of berth admeasuring in aggregate 243 metres in length capable of handling vessels up to 210 metres LOA and beam of 27.4 metres and associated equipment.

**"BPS Operations Period"** means the period during which the Licensee is authorised to operate and manage the BPS.

**"Bid"** means the documents in their entirety comprised in the bid submitted by the Consortium in response to the RFQ/RFP issued by the Licensor.

**"Bid Security"** means the security provided by the Consortium along with the Bid for a sum of Indian Rs. 60,000,000 (Rupees Sixty million only) in accordance with the RFP and which is to remain in force till it is substituted by the Performance Guarantee.

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

**"CD"** means Chart Datum which is 2.51 metres below mean sea level

**"Completion Certificate"** means the certificate to be issued by the Independent Engineer pursuant to Article 7.2.

**"Consortium"** means the consortium consisting of (i) Gammon India Limited , having its registered office at Gammon House, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 025, India; (ii) Dragados Servicios Portuarios Y Logisticos S.L., having its registered office at Avda de Tenerife 4-6, 28700, San Sebastian de los Reyes, Madrid, Spain and, (iii) Gammon Infrastructure Projects Limited, having its registered office at Gammon House, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 025, India, formed pursuant to the Memorandum of Understanding dated 7th November 2006, (a copy appended at Appendix 2) entered into by them, for the purpose of bidding for the Project and in the event of being successful, to implement the Project through a special purpose company to be formed and incorporated by them in India.

**"Combi Vessels"** means general cargo vessels carrying containers as deck cargo.

**"Construction Phase"**, means in relation to the OCT Project, the period commencing from the Date of Award of License and upto the date of issue of Completion Certificate by the Independent Engineer.

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

**"Cure Period"** means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and upon failing of which the Agreement may be terminated by the other Party.

**"Damages"** shall have the meaning ascribed thereto in Article 1.1 (xiii)

**"Date of Award of License"** means the date of signing of this Agreement.

**"Date of Commercial Operation / Date of commissioning of berths"** means (i) in respect of BPS Project, not later than 6 months from the Date of Award of License. (ii) in respect of the OCT Project, the date on which the Licensee is entitled to commence operation 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 of

i) Sum of all amounts outstanding under the Financing Documents under which the Licensee is a borrower as at the Termination Date; and

ii) Aggregate of the amount of all interest thereon and other fees and expenses under the Financing Documents outstanding or accrued but not yet due as at Termination Date, and including penalties, if any imposed by the Lenders, for premature repayment of the Debt Due amounts (only to the extent necessitated by early termination of this Agreement)

Provided that no amounts of principal, interest, fees or expenses under any financing documents entered into on account of refinancing or material rescheduling of all or part of the debt shall be included in the Debt Due unless specifically approved by the Licensor, however such approvals shall not be withheld unreasonably by the Licensor.

Provided also that overdue payments of loans and interest on them (unless such overdue payment is due to a Licensor Event of Default) and the debt raised for meeting revenue expenditure shall also be excluded in the computation of Debt Due.

**"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 approved by the Independent Engineer in accordance with the provisions of this Agreement.

**"Due Date"** means, the 7th day of each Month.

**"EPC Contract"** means contract or contracts entered into by the Licensee with one or more Contractors for the design, engineering, procurement of materials and equipment, construction and completion of the Project in accordance with the provisions of this Agreement.

**"Early Termination"** has the meaning ascribed to it in Article 22.1 hereof.

**"Early Determination"** has the meaning ascribed to it in Article 22 hereof.

**"Environmental Law"** means any statute, rule, regulation, ordinance, code, guideline or policy having the force of law, in each case, 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.

**"Equity"** means the amounts of subscribed and paid-up equity investment in the Project.

**"Estimated Project Cost"** means the cost of the Project as estimated by the Licensor and disclosed in the Request for Proposal for the scope of work specified therein.

**"Event of Default"** shall have the meaning ascribed to it in Article 18.

"**Exclusivity**" means sole right to carry out particular business of container handling operation as explained in Article 8.50.

"**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.

"**Financial Assistance**" means all funded and non-funded financial assistance including but not limited to loans, advances, lease assistance and guarantees required for the Project.

"**Financial Close**" means the date on which the Financing Documents providing for Financial Assistance by the Lenders have become effective and the Licensee has access to such Financial Assistance, subject to fulfilment of the conditions laid down in the Financing Documents.

"**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 including refinancing and includes any document providing security for the Financial Assistance, including refinancing.

"**Force Majeure Event**" shall have the meaning ascribed to it in Article 17.2 of this Agreement.

"**GoI**" means the Government of India.

"**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.

"**Governmental Action**" has the meaning ascribed to in Article 22.6

**"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 Licensor's Assets, the Project Facilities and Services or any portion thereof, but shall not include the Licensor.

**"Gross Revenue for OCT"** is the aggregate of the following revenues earned by the Licensee from operating the OCT whether or not such revenues are actually realised from consignees/ agents/ customers:

i. All the revenue earned from handling and movement of containers/ containerised cargo including inter-terminal transfers and transhipment and income earned from shifting of hatch covers;

ii. All the revenue earned from handling of any cargo other than container;

iii. Shifting of containers from one yard to another within the terminal for customs inspection/ examination or any other purpose and subsequent unloading / loading for receipt /delivery by road & rail.

iv. Additional charges per day for electricity consumption and monitoring of reefer containers;

v. Additional service charges for stacking and unstacking containers for custom examination or for any other purpose by prior arrangement;

vi. Income from dwell / storage time charges;

vii. Storage charges on uncleared and unclaimed cargo subject to payments being received on uncleared/unclaimed cargo;

viii. All other charges not specified above if any for handling container or cargo;

ix. Charges for miscellaneous services rendered to vessels;

x. Any adjustments for the previous Month;

xi. Any other income earned by the Licensee not specified above and directly attributable to the Project;

xii. Berth hire charges; and

xiii. Surplus Income from sale of uncleared / unclaimed goods after deduction of storage charges as at (vi) above and cost involved by the Licensee for sale of uncleared / unclaimed goods.

**"Gross Revenue for BPS"** shall be the aggregate of the revenues earned by the Licensee from operating the BPS for the revenue as defined in "Gross Revenue for OCT" above, whether or not such revenues are actually realised from the consignees/ agents/ customers: excepting the Berth Hire charges which is directly collected by the Licensor.

Provided however that any income earned from the following activities shall be excluded from the computation of Gross Revenue for OCT and Gross Revenue for BPS

i) Income from investing surplus cash flow in deposits of Banks;

ii) Income from any other investments not directly related to the Project ; and

iii) Income derived from the sale of scrap of equipment and other moveable assets of Licensee.

**"Guidelines"** means the 'GUIDELINES: PRIVATE SECTOR PARTICIPATION IN MAJOR PORTS DATED 26TH OCTOBER, 1996' as modified and supplemented by 'GUIDELINES: PRIVATE SECTOR PARTICIPATION IN MAJOR PORTS THROUGH JOINT VENTURES AND FOREIGN COLLABORATION DATED 1st JUNE, 1998' issued by GoI (Ministry of Shipping) as amended, supplemented or otherwise modified hereafter from time to time.

**"Handover Date"** means the date on which the Licensed Premises is handed over by the Licensor to the Licensee.

**"Independent Engineer"** means a consulting engineering firm or body corporate to be appointed in accordance with the selection process set forth in Appendix 20 and to undertake and perform the duties, work, services and activities setforth in Appendix 9.

**"Lead Member"** means Gammon India Limited, who has been nominated as the Lead Member of the Consortium in the Consortium's proposal.

**"Lenders"** means any Persons 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.

**"License"** means the license granted by the Licensor to the Licensee in accordance with the provisions of Article 2 of this Agreement for implementing the Project and providing Project Facilities and Services.

**"Licensor's Assets"** means the assets set out in Appendix 3A(I) & 3A(II), belonging to the Licensor.

**"Licensor's Equipment"** means the equipment set out in Appendix 3B, belonging to the Licensor to be taken over by the Licensee on making upfront payment in accordance with Article 11.6 hereof.

**"Licensor's Employees"** shall have the meaning ascribed to in Appendix 25 (Employment of Existing staff)

**"License Fee"** means the fee payable by the Licensee to the Licensor for the Licensed Premises as set out in Article 11.7 hereof.

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

**"Licensed Premises"** means the Area demarcated in Appendix 3 and on which the Licensee is authorised to develop and operate the Project Facilities & Services as set forth in this agreement.

**"List of Chartered Accountants"** shall have the meaning ascribed to in Article 8.25.

**"Management Contract"** means contract or contracts entered into by the Licensee with a Management Contractor for the operation and/or maintenance of the Project in accordance with the provisions of this Agreement.

**"Management Contractor"** means the container terminal operator with whom the Management Contract has been signed pursuant to Article 1.5 of Volume I of the RFP document.

**"Material Adverse Effect"** means a material adverse effect on (a) the ability of the Licensee to observe and perform in a timely manner its obligations under this Agreement or any Transaction Document, (b) the ability of the Licensee to avail the benefits of the License in accordance with the terms of this Agreement or (c) the legality, validity, binding nature or enforceability of this Agreement or any other Transaction Document, such that the Licensee would be required to expend additional amounts in excess of Rs.10 crores, which amount shall be increased at the rate 6% annually starting from the Date of Commercial Operations, in a single block of twelve consecutive calendar months in order to continue to fulfil its obligations under this Agreement or rectify the effect of the event causing the Material Adverse Effect.

**"Milestone Dates"** means the dates for completion of specified OCT Project activities as contained in the Project Schedule.

**"Minimum Guaranteed Throughput"** shall have the meaning ascribed to it in Article 8.49.

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

**"MCGM" means Municipal Corporation of Greater Mumbai.**

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

**"Operations Phase"** means

i) In respect of BPS Project the period from the Date of Commercial Operations to the expiry/ Termination of the License Period for BPS Project; and

ii) In respect of OCT Project the period from the Date of commencement of Commercial Operation to the expiry/ Termination of the License Period for OCT Project.

**"Operating Year"** means each successive period of 12 (twelve) consecutive Months, such that the first Operating Year commences from the Date of Commercial Operation and each subsequent Operating Year commences on the next day after the end of the previous Operating Year.

**"Party"** means either the Licensor or the Licensee as the context may require or admit and **"Parties"** means both Licensor and Licensee.

**"Person"** means any individual, company, corporation, partnership, joint venture, trust, unincorporated organisation, government or governmental authority or agency or any other legal entity.

**"Performance Guarantee for OCT"** shall mean the bank guarantee dated 26.09.2007 for a sum of Rs.350,000,000 (Indian Rupees Three Hundred and Fifty million) procured by the Licensee from Canara Bank, Fort Branch, Mumbai, and resubmitted on 28.11.2007 after amendment guaranteeing the obligations of the Licensee to enter into this Agreement and to perform its obligations during the Construction Phase which shall be encashed only if any Licensee Event of Default leads to Termination of the Agreement.

**"Performance Security for OCT"** shall mean the bank guarantee for a sum of Indian Rupees Rs.350,000,000 (Three Hundred and Fifty million) to be procured

by the Licensee, guaranteeing the obligations of the Licensee to perform its obligations during the Operations Phase of OCT.

**"Project"** means the development, designing, engineering, financing, constructing, equipping, insuring, completing, commissioning, operating, maintaining, replacing and repairing of Project Facilities and Services by or on behalf of the Licensee as described in Appendix 1, subject to the provisions of this Agreement whether completed or at any stage of development and construction.
**"OCT Project Completion"** has the meaning ascribed to in Article 7.8

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

**"Project Facilities and Services"** collectively mean the Project Facilities and Services for OCT and Project Facilities and Services for BPS which are described as herein below:

**"Project Facilities and Services for OCT"** means the Project facilities and services as set out in Appendix 4 hereto to be provided by the Licensee during the License Period in accordance with this Agreement.

**"Project Facilities and Services for BPS"** means the Project facilities and services as set out in Appendix 4 hereto to be provided by the Licensee during the License Period in accordance with this Agreement.

**"Project Site"** means site required for the Project which is explained in Appendix-3.

**"Project Schedule"** means the Appendix 5 hereto.

**"Request for Proposal"** means the Request for Proposal dated 23.06.2005 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 **25.11.2004** issued by the Licensor inviting applications in accordance therewith for short listing the competent applicants that can subsequently bid for the Project, and includes any addendum / clarifications issued in respect thereof by the Licensor.

**"Revenue Share"** means the revenue share payable by the Licensee to the Licensor has the meaning ascribed to it in Article 11.

**"Scale of Rates"** means the scale of rates notified by TAMP from time to time under the provisions of MPT Act, as applicable.

If the TAMP or any Competent Authority which publishes the Scale of Rates ceases to publish or set such rates then the last prevailing Scale of Rates shall be applicable till such time as the Parties agree to an alternative method of adjusting the last published Scale of Rates as the basis for making subsequent payments under this Agreement.

If TAMP is disbanded the fixation of tariff shall be governed by the prevailing law and Government's directives at that time.

**"Scheduled Project Completion Date"** has the meaning ascribed to in Article 7.

**"Statutory Auditors"** means an independent, recognized and reputable firm of Chartered Accountants duly licensed to practice in India acting as independent statutory auditors of the Licensee under the provisions of the Companies Act, 1956 including any statutory modification or re-enactment or replacement thereof, for the time being in force, and appointed in accordance with Article 8.25.

**"Statement of Gross Revenue for BPS"** means a document containing calculations sent by Licensee to the Licensor pursuant Article 11.2 specifying the following elements:

i) The number of TEUs handled (empty and loaded containers, reefer, transhipment containers to be indicated separately) for each category of container as specified in the Scale of Rates;

ii) The number of containers and TEUs shifted from one yard to another;

iii) Number of reefer containers by TEU and number;

iv) Number of TEUs stacked;

v) Dwell time in Days for the ageing categories mentioned in the Scale of Rates;

vi) Ageing profile of uncleared cargo;

vii) Details of sale of unclaimed cargo;

viii) Details of any non-container cargo handled at the BPS Project Facilities and Services;

ix) Penal charges, if any; and

x) Details of miscellaneous services rendered to container/other vessels and the charges thereof.

The traffic in each category provided above shall be multiplied by the higher of the actual rates/tariff levied or the rates as prescribed in the Scale of Rates.

**"Statement of Gross Revenue for OCT"** means a document containing calculations sent by Licensee to the Licensor pursuant Article 11.1 specifying the following elements:

i) The number of TEUs handled (empty and loaded containers, reefer, transhipment containers to be indicated separately) for each category of container as specified in the Scale of Rates;

ii) The number of containers and TEUs shifted from one yard to another;

iii) Number of reefer containers by TEU and number;

iv) Number of TEUs stacked;

v) Dwell time in days for the ageing categories mentioned in the Scale of Rates;

vi) Ageing profile of uncleared cargo;

vii) Details of sale of unclaimed cargo;

viii) Details of any non-container cargo handled at the OCT Project Facilities and Services;

ix) Penal charges, if any;

x) Berth hire charges; and

xi) Details of miscellaneous services rendered to container/other vessels and the charges thereof.

The traffic in each category provided above shall be multiplied by the higher of the actual rates/tariff levied or the rates as prescribed in the Scale of Rates.

**"Subsidiaries/ Associates"** means a company or partnership firm wholly owned by a consortium member.

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

**"Taxes"** means any Indian taxes on corporate income, Sales tax, excise duties, Service tax, customs duties and local taxes and any impost of like nature (whether Central, State or local) charged, levied or imposed on the goods, materials, equipment and services incorporated in and forming part of the Project, on the construction, operation and maintenance thereof and on the Project Assets, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever.

**"Tariff"** means the applicable rate(s) as per Scale of Rates as prescribed in Appendix 6.

**"Termination"** has the meaning as ascribed in Article19.

**"Termination Date"** means the date on which this Agreement and the License hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice.

**"Termination Notice"** means the written communication issued in accordance with this Agreement by any one Party to the other Party terminating this Agreement.

**"Terminal Value"** has the meaning as ascribed in Article 20.

**"The Port"** means Mumbai Port.

**"Third Berth"** has the meaning ascribed to in Article 2.1.3.3 of Appendix 4.

**"Third Berth Option"** has the meaning ascribed to in Article 8.9.

**"Total Project Cost"** means the estimated sum of investment for the Project both by Licensor and Licensee. For the purpose of calculation of Liquidated Damages, the Total Project Cost of Rs. 11640 Million as mentioned in the Detailed Feasibility Report shall prevail.

**"Transfer Date"** means the date immediately following the date of expiry or Termination as the case may be, of the License Period in accordance with the terms of this Agreement.

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

**"Upfront Payment"** has the meaning ascribed to in Article 11.6.

" **Year**" means the calendar year as per Gregorian calendar.

**Other References**

In this Agreement:

**"EDI"** means Electronic Data Interchange

**"IMO"** International Maritime Organisation.

**"ISPS"** means International Ship and Port Facility Security.
**"MoEF"** means Ministry of Environment and Forests

**"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.

**"MVA"** means Mega Volt Ampere, the unit of power.

**"mm"** means Millimetre, the unit of length.

**"QGC"** means Quay Gantry Cranes

**"RTG'** means Rubber Tyred Gantry Cranes.

**"TEU"** means Twenty Foot Equivalent Unit for containers.

**Interpretations**

1.1 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. If there is any aspect of the Project not covered by any of the provisions of this Agreement, then and only in that event, reference may be made by the Parties to the bid document issued by the Licensor including addendums, clarifications given in writing in the pre-bid meetings and the submissions of the Licensee and the bid submitted by the Licensee.

In this Agreement unless the context otherwise requires:

i) The words importing the singular shall mean the plural and vice-versa;

ii) "Article" and "Appendix" shall refer, respectively to Articles of and any Appendix to this Agreement. The Appendices to this Agreement shall form part and parcel of this Agreement;

iii) 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;

iv) The references to the word "include" or "including" shall be construed without limitation;

v) 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 re-enacted;

vi) The table of contents and any headings in this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement;

vii) 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;

viii) Any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English meaning;

ix) References to "construction" include, unless the context otherwise requires, investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction;

x) Any reference to any period of time shall mean a reference to that according to Indian Standard Time;

xi) Any reference to day shall mean a reference to a calendar day;

xii) Any reference to month shall mean a reference to a calendar month; Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

xiii) The damages payable by either Party to the other of them as set forth in this Agreement, whether on percentage basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty or liquidated damages (the "Damages"); and

xiv) Unless otherwise expressly provided in this Agreement any documentation required to be provided or furnished by the Licensee to Licensor and/or the Independent Engineer shall be provided free of cost and in three copies and if the Licensor and/or the Independent Engineer are required to return any such documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

## ARTICLE 2 - THE LICENSE

**License**

2.1 In consideration of the Licensee agreeing to pay an Upfront Payment, Revenue Share, License Fee and other payments under this Agreement as set out in Article 11 and subject to the provisions of this Agreement, the Licensor hereby grants to the Licensee, and the Licensee hereby accepts at the costs, charges and expenses of the Licensee, an exclusive license for:

i) Designing, engineering, financing, constructing, equipping, operating, maintaining, repairing, replacing the Project Facilities and Services for OCT during the License Period as specified below in Article 2.2.

ii) Operating and managing BPS with necessary development, modifications and augmentation of Project Facilities and Services for BPS during the License Period as specified below in Article 2.2.

**License Period**

2.2 The License is hereby granted for the following:

i) BPS Project for a period of 5 (five) years commencing from the Date of Award of License; or 2 years from the commissioning of OCT Project, whichever is earlier ; and

ii) OCT Project for a period of 30 (thirty) years commencing from Date of Award of License during which the Licensee is authorised to implement the Project in accordance with the provisions of this Agreement.

2.3 Provided in the event of any delay attributable to the Licensor in handing over possession of the Licensor's Assets to the Licensee as provided in Article 5.1 of this Agreement and as per project schedule specified in

Appendix 5, the License Period shall get extended by that period of delay in handing over the Licensor's Assets by Licensor.

2.4 In the event of the License being extended by the Licensor beyond the defined period of 5 years at BPS and 30 years at OCT in accordance with the provisions of this Agreement, the License Period shall include the period by which the License is so extended

2.5 Provided further that in the event of an early Termination of the License/ this Agreement by either Party in accordance with the provisions hereof, the License Period shall mean and be limited to the period commencing from the Date of Award of License and ending with the Termination Date of the License/this Agreement.

**Acceptance of the License**

2.6 The Licensee hereby accepts the License and agrees and undertakes to implement the Project in accordance with the provisions of this Agreement and agrees to:

i) Finance, design and construct within the time frame as specified in Appendix 5 and operate, maintain and repair the Project Site/ Project Facilities and Services in accordance with this Agreement and pay the License Fee, Revenue Share 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 21 or Article

19/ Article 22 at the expiry of the License Period or Early Termination / Early Determination respectively.

**BPS Transition Period**

2.7 Between the Date of Award of License and the Date of Commercial Operation of BPS, hereinafter referred to as "BPS Transition Period", the Licensee shall be entitled to:

i) Undertake Project site/ equipment surveys and repairs in order to enable a smooth handover / transitions from the Licensor to the Licensee

ii) Review and implement processes and system (including installation of hardware, software, networking, and data transfer);

iii) Have access to the BPS Terminal in order to carry out the above tasks, and to familiarize 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.

During the BPS Transition Period, the Licensor shall continue to be responsible for the operations of the BPS, and all income there from shall accrue to the Licensor. The maintenance of assets will be done by the Licensor during the BPS Transition Period. The Equipment will be handed over to the Licensee on 'AS IS WHERE IS BASIS"

It is clarified that the BPS Transition Period shall not be more than 6 months from the Date of Award of License. The Licensee shall start operations at the BPS Terminal within 6 months from the Date of Award of License.

**Disclaimer**

2.8 The Licensee acknowledges that prior to the execution of this Agreement, the Licensee has after a complete and careful examination made an independent evaluation of the cargo volumes, specifications and standards,

rulings and orders published by the TAMP including but not limited to that on the inclusion of revenue share in approved costs, project site and all the information provided by Licensor and has determined to the Licensee's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Licensee in the course of performance of its obligations hereunder.

2.9 The Licensee acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Article 2.8 above and hereby confirms that Licensor shall not be liable for the same in any manner whatsoever to the Licensee, or the Consortium Members.

## ARTICLE 3 - CONDITIONS PRECEDENT

### Conditions Precedent

3.1 Save and except as provided in this Article and Article 3.2, the rights and obligations of the Licensee under this Agreement are subject to the satisfaction in full of the following conditions precedent to be fulfilled on or before Financial Close unless any such condition has been waived as provided in Article 3.2:

i) Licensee shall have obtained all such Applicable Permits as listed in Appendix 18 unconditionally or if subject to conditions then all such conditions have been satisfied in full and such Applicable Permits are and shall be kept in full force and effect for the relevant period during the subsistence of this Agreement;

ii) Certified true copies of all Project Contracts, in particular, , the EPC Contract, the Management Contract, if any, the Financing Documents as well as the shareholders funding agreement have been delivered by the Licensee to Licensor;

iii) the Performance Guarantee for OCT in full has been provided by the Licensee to Licensor in accordance with Article 4.1;

iv) all of the representations and warranties of the Licensee set forth in Article 24 are true and correct as on Date of Award of License and Financial Close;

v) Licensor shall have received from the Licensee copies (certified as true copies by an authorised officer of the Licensee) of the constitutional documents of the Licensee;

vi) Licensor shall have received copies (certified as true copies by a Director of the Licensee) of all resolutions adopted by the Board of Directors of the Licensee authorising the execution, delivery and performance by the Licensee of this Agreement and each of the Project Contracts; and

vii) Licensor shall have received from the Indian legal counsel of the Licensee a legal opinion with respect to the authority of the Licensee

to enter into this Agreement and the Project Contracts and the Financing Documents and the enforceability of the provisions thereof.

3.2 Any of the conditions precedent set forth in Article 3.1 save and except condition of Sub-clause (iv) thereof, may be waived fully or partially by Licensor at anytime in its sole discretion.

**Obligation to Satisfy the Condition Precedent**

3.3 The Licensee shall make all reasonable endeavours to procure the satisfaction in full of the Conditions Precedent set out in Article 3.1 above. The Licensee shall bear the cost and expense of satisfying the Conditions Precedent.

3.4 If the Conditions Precedent set forth in Article 3.1 have not been satisfied on or before the Financial Close and the Licensor has not waived, fully or partially, such conditions under Article 3.1, the Licensor may, notwithstanding anything to the contrary contained in this Agreement, terminate this Agreement in accordance with provisions of Article 19 without being liable in any manner whatsoever to the Licensee and the Licensor shall forfeit the Performance Guarantee, by way of Damages.

**Obligation of the Licensor**

3.5 The Licensor shall obtain environmental clearance for the OCT Project before the start of Construction by the Licensee.

## ARTICLE 4 - PERFORMANCE GUARANTEE

**Performance Guarantee cum Performance Security for OCT**

4.1 The Licensee shall for due and faithful performance of its obligations during the Construction Phase of OCT provide to Licensor a bank guarantee from the Mumbai branch of any nationalised Bank or scheduled bank or foreign bank approved by the Reserve Bank of India (except co-operative banks) in the form set forth in Appendix 19 for a sum of Rs. 350,000,000 (Rupees Three hundred and fifty million) at the time of signing of this Agreement. Till such time the Licensee provides to Licensor the Performance Guarantee for OCT pursuant hereto, the Bid Security shall remain in full force and effect. Failure of the Licensee to provide the Performance Guarantee for OCT in accordance with this ARTICLE 4 - , shall entitle the Licensor to terminate this Agreement in accordance with the provisions of Article 19 without being liable in any manner whatsoever to the Licensee and to appropriate the Bid Security as Damages.

4.2 During the Operation Phase of OCT as a security for payment of Revenue Share and any other amounts that may become due and payable by the Licensee to the Licensor, Licensee shall provide to the Licensor from time to time Performance Security for an amount of Rs. 350,000,000 (Rupees Three hundred and fifty million ) in the form of Bank Guarantee.

The format of the Performance Security to be provided by the Licensee is appended at Appendix 19.

The Performance Security shall be valid upto the expiry of the license period and 1 (one) year thereafter. The Licensor shall have rights to encash the Performance Security in the event of any breach of the terms and conditions of this Agreement by the Licensee.

**Performance Security for BPS**

4.3 **DELETED.**

**Release of Performance Security for OCT**

4.4 The Performance Security shall be released by Licensor to the Licensee upon completion of 1 (one) year after expiry of the License Period provided the Licensee is not in breach of this Agreement. If the Licensee is in breach of this Agreement, the Performance Security shall be continued till the breach is cured.

4.5 In the event of the Licensee being in default in the due and faithful performance of its obligations under this Agreement and failing to remedy such default within the Cure Period as indicated in Article 18, the Licensor shall without prejudice to its other rights and remedies hereunder be entitled to encash and appropriate the Performance Guarantee/Security as Damages for such default. Upon such encashment and appropriation of the Performance Guarantee/Performance Security, Licensor shall grant a period of 30 (thirty) days to the Licensee to provide a fresh Performance Guarantee/Performance Security and the Licensee shall within the time so granted furnish to Licensor such Performance Guarantee/Performance Security failing which Licensor shall be entitled to Terminate this Agreement under Article 19. The provision set forth in Article 4.1 and 4.2 shall apply mutatis-mutandis to such fresh Performance Guarantee / Performance Security.

4.6 Notwithstanding anything to the contrary contained in Article 4.5, upon furnishing of fresh Performance Guarantee/ Performance Security in accordance with Article 4.5, the Licensee shall be granted an additional period of 60 (Sixty) days as Cure Period for remedying the defaults and complying with his obligations under this Agreement. In the event of the Licensee continuing to be in breach of the provisions of this Agreement after such Cure Period, Licensor shall be entitled to terminate this Agreement under the provisions of Article 19 and encash the Performance Security.

## ARTICLE 5 - LICENSOR'S ASSETS & LIABILITIES

**Licensor's Assets**

5.1 In consideration of the Licensee agreeing to 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 and use the Licensor's Assets for the purpose of implementing the Project in accordance with this Agreement, and puts the Licensee in exclusive possession thereof upon signing the License Agreement and on realisation of payments stated hereinafter. The Licensor shall hand over to the Licensee, the Licensed Premises or part of the Licensed premises as required by him. The Licensed Premises shall be handed over to the Licensee only after the payment & realisation of the Upfront Payment of Rs.250 million, annual License Fee for the Licensed Premises or part thereof, which is required by the Licensee, the Upfront Payment of Rs.45 million for taking over the existing equipment at BPS and on receipt of Performance Guarantee in accordance with this Agreement. The Licensee shall have the option to fill the Prince's and Victoria Dock basins, in which case the area will be immediately handed over to the Licensee. The Licensor agrees to carry out filling of the Prince's and Victoria Dock basins, in case the Licensee does not opt to fill the basins themselves. In case Prince's and Victoria Docks basins are to be filled by the Licensor, the said area shall be handed over to the Licensee after the filling work of the basins are completed on or before the Milestone Dates as stated in Appendix-5 of this Agreement or subsequent dates mutually agreed between the Licensor and Licensee. Similarly, the Licensor shall carry out the Capital dredging as stated in Appendix-5. The Licensor agrees to demolish existing structures upto the ground level in the Licensed Premises that are not required by the Licensee and handover vacant area to the Licensee on the date mutually agreed upon.

5.2 The Licensee shall at its costs, charges and expenses be entitled to make such development and improvements in the Licensor's Assets as may be

necessary or appropriate for implementing the Project and providing the Project Facilities and Services.

**Use of Licensor's Assets**

5.3 The Licensee shall not without the prior written consent or approval of the Licensor use the Licensor's Assets for any purpose other than for the purposes of providing the Project Facilities and Services and purposes incidental thereto as permitted under this Agreement or as may otherwise be approved by the Licensor.

**Information about Licensor's Assets**

5.4 The information about the Project Site and Licensor's Assets as set out in Appendix 3 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 Licensor's Assets, 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 Licensor's Assets. The Licensee shall take over the existing equipment at BPS particularly described in Appendix 3B for the operation of BPS Terminal on payment of upfront fees.

**Acceptance of the Licensor's Assets**

5.5 The Licensee accepts possession of the Project Site and the Licensor's Equipment on 'As is Where is' basis The Licensor confirms that there are no third party rights or contracts in force at the BPS Terminal, which would affect the Performance of the Licensee.

**Peaceful Possession**

5.6 The Licensor warrants that the Licensee shall, subject to complying with the terms and conditions of this Agreement, shall remain in peaceful possession and enjoyment of the Licensor's Assets during the License Period. In the event the Licensee is obstructed by any Person claiming any right, title or interest in or over the Licensor's Assets or any part thereof or

in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have charge on the Licensor's Assets or any part thereof pursuant to Section 78 of the MPT Act or otherwise, 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 damages which the Licensee may suffer, on account of any such right, title, interest or charge.

**Licensor's Liabilities**

5.7 Unless expressly provided in this Agreement, the Licensee shall not assume any of the Licensor's liabilities or any liability arising in connection with the operation of the Prince's and Victoria Docks prior to the transfer of the Licensor's Assets pursuant to Article 5.1.

5.8 The Licensor indemnifies the Licensee in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Licensee pays, suffers, incurs or is liable for in respect of the operation and conduct of the existing Prince's and Victoria Docks including any contractual obligations prior to the Date of Transfer of the Licensor's Assets pursuant to Article 5.1.

**BPS Equipment**

5.9 The Licensee shall take over existing equipment at BPS Terminal on payment of Rs.45 million as upfront in accordance with Article 11.6. The Licensee shall be free to dispose off the said equipment at BPS. The Licensee shall be permitted to shift all the new equipments i.e. QGCs and RTGs brought by them at BPS to OCT. Other equipment at BPS shall also be allowed to be shifted to OCT provided the same are over and above the minimum new equipment required at OCT as per Article 2.1.3.4 of Appendix 4.

## ARTICLE 6 - PROJECT REQUIREMENTS

**Cost of Implementation, Operation and Maintenance**

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

**Independent Engineer**

6.2 The Licensor shall appoint a consulting engineering firm or body corporate out of the 3 (three) names proposed by the Licensee from the panel of 5 (five) consultants selected by Licensor in accordance with the selection process set forth in Appendix 20 to be the Independent Engineer and to undertake and perform the duties, work, services and activities set forth in Appendix 9.

6.3 The appointment of the Independent Engineer pursuant to Article 6.2 shall initially be for a period of 3 (three) years from the date of such appointment or six months after the Scheduled Date of Commercial Operations, whichever is later. Provided however, that if the Date of Commercial Operation is earlier than Scheduled Date of Commercial Operation, the term of the Independent Engineer shall be limited upto 6 ( six ) months after Date of Commercial Operation. The date of such appointment shall not be later than 60 (Sixty) days from the date of this Agreement.

6.4 The remuneration cost & expenses of the Independent Engineer shall be paid equally by the Licensee and Licensor.

6.5 The Independent Engineer shall report to the Licensor about their work, services, and activities pursuant hereto through regular periodic reports (at least once every month) as the situation may warrant and a copy thereof shall be provided to the Licensee. Such report of the Independent

Engineer shall include but not be limited to the matters and things set forth in said Appendix 9.

6.6 The Licensor may terminate the appointment of the Independent Engineer at any time subject to approval from the Licensee and appointment of their replacement by another Independent Engineer in accordance with this Article 6.

6.7 Upon receipt of any representation from Licensee regarding any dispute with Independent Engineer, Licensor shall hold a tripartite meeting with the Licensee and Independent Engineer for amicable resolution of the dispute. If the dispute remains unresolved, it shall be resolved in accordance with Article 23.

6.8 If either party disputes any advice, instruction or award of the Independent Engineer, the dispute shall be resolved in accordance with Article 23.

**Preparation of Designs and Drawings**

6.9 The Licensee shall, at its cost, charges and expenses, prepare the Designs and Drawings in accordance with the Preliminary Design Criteria and Technical Specifications as set out in Appendix 7 & Detailed Feasibility Report (annexed as Volume II to the RFP document) and seek approval of such Designs and Drawings from the Independent Engineer.

**Review and Approval of the Designs and Drawings**

6.10 The Licensee shall promptly and in such sequence as is consistent with the Project Schedule, submit a copy each of all Designs and Drawings to the Independent Engineer with a copy to the Licensor.

6.11 Within 21 (twenty one) days of the receipt of the Designs and Drawings, the Independent Engineer shall review the same taking into account, inter-alia, comments of the Licensor, if any, on such Designs and Drawings made available to the Independent Engineer, and convey its comments/observations, if any, thereon to the Licensee and the Licensor. It will be binding on Licensee to modify the design & drawings as per the

observations of Independent Engineer. It is expressly agreed that notwithstanding any review or failure to review by the Independent Engineer or the Licensor or to provide any comments/observations of the Independent Engineer/ Licensor, the Licensor shall not be liable for the adequacy of the Designs and Drawings and that the Licensee shall solely be responsible therefore and shall not be relieved or absolved in any manner whatsoever of its obligations, duties and liabilities as set forth in this Agreement.

6.12 If the Independent Engineer has any objection to the Designs and Drawings, it shall promptly and without any undue delay notify the Licensee of its objections, seek clarifications or suggest changes or modifications or corrections thereto. Thereupon the Licensee shall provide the necessary clarifications to the Independent Engineer and the Licensor and/or revise the Designs and Drawings to the extent necessary and resubmit to Independent Engineer for further review. The Independent Engineer shall give its observations and comments, if any, within 21 (twenty one) days of the receipt of such revised Designs and Drawings. Provided, however, that any observations or comments of Independent Engineer or failure of Independent Engineer to give any observations or comments on such revised Designs and Drawings shall not relieve or absolve the Licensee of its obligation to conform to such design standards.

6.13 If the Independent Engineer does not object to the Designs and Drawings submitted to it by the Licensee within a period stipulated above in Article 6.12 as applicable, the Independent Engineer shall be deemed to have approved such Designs and Drawings and the Licensee shall be entitled to proceed with the Project accordingly.

6.14 The Licensee shall not be entitled to any extension of time for completing construction at the OCT or any other relief on account of delay caused due to providing any clarification or in resubmitting the Designs and Drawings.

6.15 The Licensee shall not change any Designs and Drawings approved or deemed to be approved by the Independent Engineer under this

Agreement, without the prior written consent of the Independent Engineer. Provided that the Licensee may, for more efficient functioning of the OCT Project propose changes to the approved Designs and Drawings and specifications of any equipment consistent with all design standards applicable to the OCT Project and the Applicable Laws. Such proposed changes can be implemented by the Licensee only if approved by Independent Engineer.

6.16 Within 120 (one hundred and twenty) days of the Date of Commercial Operation for the OCT, the Licensee shall furnish to the Licensor three copies of "as built" Designs and Drawings duly vetted by the Independent Engineer reflecting the Project as actually designed, engineered and constructed, including without limitation to "as built" survey illustrating the layout of the OCT Project and setback lines, if any, of the equipment, buildings and structures forming part of Project Facilities and Services for OCT. The Licensee shall also provide Licensor the total cost of the construction of the project with break-up of the cost of each asset constructed/purchased duly certified by Statutory Auditors. The Licensee shall also submit for each of the asset constructed/purchased the certified true copies of the supporting documents complete technical and financial information of the each asset, which shall include all contract documents and invoices along with the technical manuals. The Statutory Auditors shall duly attest all the documents before submitting it to the Licensor.

6.17 Notwithstanding the express or deemed approval by the Independent Engineer, 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.

6.18 Any review of the Designs and Drawings conducted by the Licensor is solely for the Licensor's own information and that by conducting such review the Licensee shall in no way represent to any Person that, as a result of any review by the Licensor, the Licensor has accepted

responsibility for the engineering or soundness of any work relating to the Project or part thereof. The Licensee shall, subject to the provisions of this Agreement, be solely responsible for the technical feasibility, operational capability of the Project or any part thereof.

**Rights to Documents**

6.19 Documents and computer programs or copies thereof, if any, provided by the Licensor to the Licensee, shall always remain the property of the Licensor. The Licensee shall not use such documents, computer programs and/or copies for the purposes other than for the Project. The Licensee shall, unless otherwise agreed upon by the Licensor, return such documents, computer programs and/or copies to the Licensor on the Transfer Date.

6.20 The Licensee shall be required to give access to the Licensee's computer system for exchange of on-line data/information pertaining to vessel, throughput, MIS information, and all operational information required regarding billing, and classified data etc under this agreement at their cost. The Licensor will indicate the Licensee the location where the connectivity to the Licensor's computer system is required. The Licensor may allow use of existing network infrastructure for the connectivity to the Licensee for which the Licensee shall request the Licensor.

While procuring / in-house development of any software by the Licensee, the Licensee shall include the name of the Licensor as one of the users of the software system for access/exchange of on-line data at their cost.

In the event of expiry of the License Agreement or in case of pre-mature termination, the Licensee shall ensure transfer of the know-how relating to operation and maintenance of the computer system for continuity of the operation for a period of five months prior to the expiry of the license or upon commencement of the termination period so as to enable the Licensor / new operator to enter into fresh agreement with the existing/new vendor of the software/computer system". The Licensee must ensure that all those

who have access to such documents, computer programs and copies thereof shall comply with the provisions of Article 15.

6.21 The Licensee will be required to exchange messages covering vessels, cargo etc. with the customs in EDI interface or port communication system, which is currently being explored by the Ministry of Shipping, GoI, and make available relevant information to the customers of the terminal. The Licensee may be required to participate in the port-port users EDI interface, which is being explored now. The Licensee may use hardware, software, network facilities etc. available with the Licensor in this context on a chargeable basis.

6.22 If the Licensee intends to use Licensor's telephone network and video conferencing facilities, the same can be provided by the Licensor to the Licensee at mutually agreed cost.

## ARTICLE 7 - PROJECT DEVELOPMENT

### Operation of BPS

7.1 On and from the Date of Commercial Operations for BPS until the expiry of License Period for BPS Project, the Licensee shall undertake operation and management at BPS Terminal and provide Project Facilities and Services for BPS in accordance with the Project Requirements - Appendix 4.

### Construction Phase for OCT

7.2 The Licensee acknowledges that time is the essence of the contract and it shall promptly commence and complete the works, including installation of equipment in accordance with the Project Schedule and obtain from the Independent Engineer a certificate as to completion of construction of Project Facilities and Services for OCT in accordance with the provisions of this Agreement ("hereinafter referred as the **Completion Certificate**").

7.3 The Licensee shall however be entitled to handle cargo at OCT prior to the issue of Completion Certificate, subject to the approval of the Independent Engineer.

7.4 During the Construction Phase, the Licensee shall furnish to the Licensor and the Independent Engineer quarterly reports on actual progress of the OCT Project and furnish any other relevant information as may reasonably be required by the Licensor and the Independent Engineer.

### Obligations of the Licensee

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

i) In accordance with the Project Schedule, commence and complete the works required to satisfy the overall scope of Project Facilities and Services for OCT to be provided by the Licensee as listed in Appendix 4;

ii) Entrust responsibility for project management and construction to professionally competent persons;

iii) Achieve Financial Close within a period of 6 months from the date of this Agreement (such period being suitably extended, if necessary for any delays directly owing to an event of Force Majeure or a Licensor Event of Default prior to Financial Close or failure to handover the Licensor's Assets, or for valid reasons beyond the control of the Licensee, but in this last case, the period will not be extended by more than 90 days)., and make available in a timely manner all necessary financial and other resources required for construction and installation of the Project Facilities and Services for OCT;

iv) Comply with Applicable Laws and give priority to safety in its construction and planning activities in order to protect life, health, property and environment;

v) Provide to the representative(s) of the Licensor and the Independent Engineer, at reasonable times and upon prior intimation, access to the Project Site to review progress in construction and to ascertain compliance with any of the requirements of this Agreement. Provided that failure on the part of the Licensor to inspect any works shall not, in relation to such works,

a) 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

b) Release or discharge the Licensee from its obligations or liabilities under this Agreement in respect of such work.

vi) Promptly carry out at its cost such further works as may be necessary to remove any defects or deficiencies observed by the Independent Engineer and ensure completion of construction of the Project in all respects in accordance with the provisions of this Agreement;

vii) Keep the Performance Guarantee valid till completion of Construction Phase;

viii) Allow the Licensor to carry out demolition of structures, filling of Prince's and Victoria Dock Basin (in case filling is done by the Licensor) and laying of tracks for RCD as per programme mutually agreed upon; and

ix) Abide by the environmental management plan as directed by the MoEF while granting environmental clearance.

**Engagement of Contractors**

7.6 The Licensee may engage any Person possessing the requisite skill, expertise and capability for designing, engineering, procurement and construction of civil / mechanical / electrical engineering structures / equipment 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 erection of the structures/equipment or any part thereof and for the operation and maintenance of the Project in accordance with the provisions of this Agreement.

**Obligations of the Licensor**

7.7 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, issue letters of recommendation for obtaining immigration clearances, employment permits and residential permits for any foreign personnel engaged or employed by the Licensee in connection with the implementation of the Project;

iii) 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, issue recommendatory

letters on request from the Licensee or Contractor to import into India all items of equipment and materials required for the Project;

iv) Make available all records of sub-soil investigations carried out on its behalf in the Licensor's Assets, if requested by the Licensee. Further upon request from the Licensee, the Licensor agrees to the provide all other available data with respect to the Project to the Licensee such as Bathymetry and soil bore logs details:

v) Promptly grant approvals/ consents sought by the Licensee as required under this Agreement;

vi) Obtain all environmental clearance required for the OCT Project; and

vii) Upon receipt of Completion Certificate or the approval to handle cargo prior to issue of Completion Certificate by the Independent Engineer promptly assist the Licensee to obtain approval of the Commissioner of Customs, publish requisite notifications in the Official Gazette and to declare the Project Facilities and Services for OCT as ready for operation in accordance with the provisions of Section 37 of the MPT Act.

viii) Complete all the work pertaining to the Licensor for the Project and hand over the same to the Licensee as per Appendix 5 of License Agreement.

ix) Allow the Licensee use of berthing facilities at harbour wall of Prince's & Victoria docks at approved Dock Scale of Rates

x) The Licensor shall complete the following road improvement network within the Port area as per Appendix 5

(a) Raising of Nawab Tank Over Bridge (NTOB) to accommodate over dimensional containers.

(b) Widening of Indo-Burma Petroleum Road (IBP Road) from Gate No. 6 to Gate No. 7 to 13 m carriage way.

(c) Two-way road from Victoria Over Bridge to Sewree through Grain Depot.

**Project Completion**

7.8 The OCT Project shall be deemed to be complete only when Independent Engineer issues the Completion Certificate in accordance with the provisions of this Agreement. The Licensee undertakes that the OCT Project Completion for shall be achieved in accordance with the provisions of this Agreement on a date not later than 36 (thirty six) months from the Date of Award of the License ("the Scheduled Project Completion Date"). The date of commissioning of berths/ commercial operation at OCT shall also be not later than 36 (thirty six) months from the date of award of license.

7.9 If the commercial operations at OCT are not commenced by the Scheduled date of Commercial Operation for any reason other than Force Majeure or for reasons not attributable to the Licensor, the Licensee shall be liable to pay liquidated damages for delay beyond the scheduled Date of Commercial operation, to the extent of Rs.2,500,000 (Two million Five Hundred Thousand) per day for every day of delay. Provided that such liquidated damages do not exceed in aggregate of 5% (five percent) of the Total Project Cost. The Licensor shall encash the Performance Guarantee, if the Licensee fails to pay liquidated damages to the Licensor or continues the delay of commercial operations of OCT beyond 180 days from the Scheduled Date of Commercial Operations. Provided further that nothing contained in this Article shall be deemed or construed to authorise any delay in achieving Project completion / commercial operations. The Licensee agrees that the said amount of Rs.2,500,000 per day subject to Maximum of 5 %( five percent) of the Total Project Cost is 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.

7.10 If the commercial operation at OCT does not occur within 180 days from the scheduled date of commercial operations (during which period, the liquidated damages will be recovered as per clause no. 7.9) or extended

date granted by the Licensor in accordance with clause 7.11, the Licensor shall subject to the provisions of this agreement relating to performance or excuse from performance of the Licensee's obligations hereunder, be entitled to terminate this agreement in accordance with the provisions of Article 19.

7.11 The scheduled date of commencement of commercial operation of OCT is 36 months from the date of award of license or such an extended period as may be granted by the Licensor on written request of the Licensee for reasons beyond the control of the Licensee. Events of Force Majeure, change in law, inability of the Licensor to fulfil any of its obligations under this agreement and other factors beyond the reasonable control of the Licensee shall be the grounds on which the Licensee shall be entitled to request an extension of commissioning period which shall not be unreasonably withheld.

## ARTICLE 8 - OPERATIONS & MAINTENANCE PHASE - OBLIGATIONS & UNDERTAKINGS

### General Obligations of the Licensee

8.1 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 Facility & Services for BPS and Project Facilities and Services for OCT, entirely at its cost, charges, expenses and risk in accordance with the provisions of this Agreement. The Licensee's obligations under this Article 8.1 shall include but shall not be limited to the following. The Licensee shall:

i) Promptly commence operations upon the Project Facilities and Services for BPS and Project facility & Services for OCT after being declared by the Licensor and the Independent Engineer as ready for operations;

ii) Engage Management contractor (if applicable), with an entity submitted by the Licensee at time of submission of RFP document, for operation and management at BPS at least for initial four years from the Date of Commercial Operations for BPS;

iii) Engage Management contractor (if applicable), with an entity submitted by the Licensee at time of submission of RFP document, for operation and management at OCT at least for initial four years from the Date of Commercial Operations for OCT;

iv) Carry on business/commercial operation at the Project Facilities and Services in a manner conducive to the interest of the Licensor, the trade and the Country;

v) Make payments to the Licensor as per provision of Article11;

vi) Maintain the Applicable Permits listed in Appendix 18 at all times during the License Period;

vii) Take charge of the goods and/or containers discharged from vessels and give necessary receipts for the same under Section 42 of the provisions of the Major Port Trusts Act, 1963;

viii) Store goods and/or containers so discharged under Section 42 of the provisions of the Major Port Trusts Act, 1963 at its own risk, cost, charges and expenses;

ix) Give delivery of the goods and/or containers and subject to the provision of this Agreement receive or recover from consignees or owners or vessel agents charges due and payable by them;

x) Make efforts to maximise cargo handled and revenue so as to achieve optimal utilisation of the Project Facilities and Services; provided that this provision shall not be construed as obliging the Licensee to adopt tariff discounting or rebating practices other than in the interest of optimising the Licensee's sustainable profitability in accordance with sound business practices;

xi) Broadly adhere to the Operational Strategies and Work Plan as set out in Appendix 11. Any significant change to Operational Strategies and Work Plan shall only be with prior intimation to the Licensor;

xii) Make available all necessary financial, technical, technological, managerial and other resources for operation, maintenance, repair and replacement of the Project Facilities and Services in a timely manner;

xiii) Obtain approval of TAMP as per the guidelines set out in Appendix 26 or any other competent authority as applicable for the Tariff, wherever required under Applicable Laws;

xiv) Conform to the Equipment Procurement Plan forecast as listed in Appendix 12;

xv) Broadly abide by the Investment Plan as set forth in Appendix 13;

xvi) 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 Licensee from engaging in selective tariff discounting or rebating in order to optimise the Licensee's sustainable profitability in accordance with sound business practices;

xvii) Ensure maintenance of proper and accurate record/data/accounts relating to operations of the Project Facilities and Services and the revenue earned therefrom;

xviii) Ensure production of necessary books and accounts, connected vouchers and other documents for scrutiny and verification by the Licensor with respect to earnings of the Licensee in order to comply with the Revenue Share Obligation;

xix) Comply with the Applicable Laws including those relating but not limited to dock side safety, health, environment and labour;

xx) 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 of 1963;

xxi) Meet all the obligations to the Lenders as governed by the Financing documents between the Lenders and the Licensee;

xxii) Maintain the Project Facilities and Services in accordance with the 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 License Period are in good condition, normal wear and tear excepted;

xxiii) Abide by the Operation and Maintenance Plan as set forth in Appendix 14;

xxiv) Except as provided/authorised under this Agreement the Licensee shall not, without the prior approval of the Licensor, remove or replace any assets comprised in the Project Facilities and Services;

xxv) The Licensee shall upon prior intimation by the Licensor provide the authorised representatives of the Licensor access to the Licensee's Assets/the Project Facilities and Services for inspection and review of operations and also to ascertain compliance with any of the requirements under this Agreement;

xxvi) The Licensee shall provide to the Licensor monthly reports on cargo traffic, unit gross output/discharge rates at berth, daily output rate per vessel and effective working time to waiting (including any penal

charges) due to stoppage of operation more than the stipulated hours as per tariff within fifteen Days following the end of each Month, and any other information relating to operations which the Licensor may reasonably require;

xxvii) The Licensee may make his own arrangements for security in the Licensor's Assets provided the Licensee shall abide by the security regulations/ procedures prescribed by the Licensor from time to time;

xxviii) The Licensee shall employ qualified and skilled personnel required to operate 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

xxix) During the License Period pay in a timely manner all taxes, duties, levies, cess and charges including but not limited to income tax, sales tax, 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 Facilities and Services;

xxx) Keep the Performance Security valid until one year after the expiry of the License Period; and

xxxi) To achieve at least the Minimum Guaranteed Throughput, as per Appendix 24, during the License Period.

**Minimum Equity Shareholding**

8.2 The members of the Consortium directly or through their subsidiaries/ associates would be required to hold at least 51% (fifty one ) of the paid-up equity share capital of the Licensee until the expiry of 3(three) years from the Date of commencement of Commercial Operations for OCT Project. Any change in the share holding composition during the License Period will require the approval of Licensor, the decision for which will not be unreasonably withheld.

8.3 The Lead Member of the consortium would be required to hold at least 26% (twenty six) of the paid up equity share capital of the Licensee until the expiry of 3(three) years from the Date of commencement of Commercial Operations for OCT Project.

**Preferential and Priority Berthing**

8.4 The Licensee may offer preferential treatment/ window system in the matter of berthing to any one or more shipping lines or vessel owners/operators with a view to optimising the use of the berths and equipments in line with the Guidelines for Priority Berthing and Berth Reservation enclosed as Appendix 16 to this Agreement and as amended from time to time.

8.5 In case of emergency or on grounds of national security considerations, the Licensee shall allow berthing/ unberthing as required in any berths and collect applicable cargo related charges.

**Unclaimed Cargo**

8.6 The Licensee after obtaining prior written approval of the Commissioner of Customs shall be entitled to take all steps for destruction or disposal of unclaimed cargo by way of public auction and/or tender consignment charge of which is taken by Licensee under this Agreement. The Licensee shall at its cost, charges and expenses be entitled to take steps for disposal of goods and/or consignment in accordance with the provisions of Sections 61, 62 and 63 of Major Port Trust Act, 1963. Out of the sale proceeds, the Licensee shall pay the customs duty, if any, payable in respect of such goods and/or consignment. In the event of any surplus Licensee shall be bound and liable to pay the same to the consignee/owner as the case may be if claimed within six months.

8.7 The Licensee shall at its costs, charges and expenses take all steps to recover its charges including deficit arising on sale of goods and/or consignment by filing suit in the name of Licensee or defend any action, claim, demand or suit brought, made or filed by consignee/owners in

respect of goods and/or consignment and/or containers, against the Licensor/Licensee, charge of which is taken by Licensee and/or services to be provided by the Licensee.

**Pilotage**

8.8 In the event the Licensor is unable to provide the requisite pilots, then the Licensee shall be free to arrange for such pilots, 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 Licensor for the period of inability, and shall be entitled to charge the Licensor for such pilot services provided. Charges for private pilots engaged by the Licensee will be fixed on mutual consent of the Licensee and Licensor which shall be reviewed every year. However, the Pilotage charges shall be collected by the Licensor directly.

**Third Berth**

8.9 The Licensee shall have the exclusive rights to start construction of the Third Berth (hereinafter referred to as "Third Berth Option"). However, the Licensee shall exercise right of Third Berth Option and intimate the Licensor not later than achieving traffic throughput of 8,00,000 (eight hundred thousand only) TEUs for 2 (two) consecutive operating years at the two berths at the OCT or by 13th year from the Date of Award of License whichever is earlier as indicated in Appendix 4. If the Licensee does not construct Third Berth, Licensor shall construct Third Berth as a part of Additional Facilities as stated in Article 8.10 below.

**Additional Facilities (New Container Terminal along with Equipment)**

8.10 The Licensor shall have the right to construct Additional Facilities outside the Licensed premises or to grant a license to another Licensee outside the Licensed premises to construct & run a container terminal on a BOT basis or on the basis of any other terms. However, the Licensor shall not construct or cause to be constructed any Additional Facilities until the container throughput at the OCT Project reaches 1,200,000 ( one million two hundred thousand only) TEUs in an Operating Year on all three berths

of the Licensee over a period of 2 (two) consecutive Operating Years if the Licensee has constructed the Third Berth.. In case the Licensee does not exercise the right to construct the Third Berth the Licensor shall not construct or cause to be constructed any Additional Facilities including Third Berth until the container throughput at the OCT Project reaches 800,000 (eight hundred thousand only) TEUs in an Operating Year on both berths of the Licensee over a period of 2 (two) consecutive Operating Years.

8.11 Provided however that the regardless of observed container throughput at the Project, the Licensor shall in any case be entitled to start construction or cause to be constructed such Additional Facilities, including Third Berth if applicable upon the expiry of the thirteenth year from the Date of Award of License .

**General Obligations of the Licensor**

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

i) Scheduling entry, berthing and sailing of the vessels in consultation with the Licensee on a non-discriminatory basis;

ii) Pilotage and towage on a non-discriminatory basis;

iii) Maintain the entrance channel draft and alongside the berths and turning circle at the Project as per Article 8.37;

iv) Provide and maintain all general port infrastructure, other than those covered under the License required for the Project;

v) Ensure waterside safety and safety of navigation which remain vested with the Deputy Conservator of the Licensor;

vi) Co-ordinate and oversee the dock side safety and implementation by the Licensee of all orders and directions of the regulatory authorities viz., the Dock Safety Inspector, Government Authority;

vii) Monitor pollution in the air and water and ensure compliance of environmental protection measures in the Licensed Premises at the cost of the Licensee;

viii) Obtain customs notification for the Licensed Premises to be utilized as a Project;

ix) Grant approvals/ consents sought by the Licensee as required under this Agreement within reasonable time; and

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

**Assistance in obtaining Approvals, Permits and Licenses**

8.13 The Licensor shall, at the request of the Licensee, but without guarantees and/or without assuming any responsibility in 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 License Period.

8.14 In cases found appropriate the Licensor may, at the request of the Licensee, issue recommendatory or supporting letters to any Government Authority recommending the proposals of Licensee.

8.15 The Licensor shall to the extent possible assist the Licensee in relation to inward movement or outward movement or handling of cargo from the Project Facilities and Services notwithstanding that such entity handling the inbound and outbound movement may be controlled directly or indirectly by a Government Authority.

**Taxes, Duties etc. on Licensor's Assets**

8.16 Any levy or levies including increase therein of taxes, duties, cess and the hike, on account of/in respect of Licensor's Assets within the Licensed Premises payable to the State Government or any statutory authority shall be met and paid by the Licensor upto the date of handing over of the

Licensor's Assets to the Licensee. After the date of handing over the same shall be borne entirely by Licensee till the expiry of License Period.

**Utilities and Services- Power and Water Supply**

8.17 The Licensor shall during the License Period provide access to the Licensee to all infrastructure facilities and utilities including water, electricity and telecommunication facilities necessary to develop, establish, finance, design, construct, operate, maintain, repair and replace the Project/ Project Facilities and Services in accordance with this Agreement, at rates and on terms no less favourable to the Licensee than those generally available to commercial customers availing substantially equivalent facilities and utilities. Further, the Licensee shall have the right to contract supply directly with Tata Power Company Limited or any other source for electric supply. In that event the Licensee will have to pay wayleave charges as applicable to the Licensor for underground / overground cabling or lease rent for areas given by the Licensor for construction of substation etc. outside the Licensed Premises. If Licensee desires to produce power it will be allowed to do so, subject to obtaining all statutory clearances.

Provided unless otherwise agreed to by the Licensor, the Licensor shall:

i) Supply power to the extent of about 3 MVA as made available to the Licensor by Tata Power Company Limited, subject to payment of charges by the Licensee at rates to be prescribed by the Licensor from time to time as per Article 8.20. If additional power supply is required by the Licensee then the Licensor shall co-ordinate with Tata Power Company Limited to make available to the Licensor the additional power requirement; and

ii) Supply water to the Project except for construction purposes as made available to the Licensor by MCGM on payment of charges by the Licensee at rates to be prescribed by the Licensor from time to time as per Article 8.22. The take off point for water to be supplied at berths shall be the nearest available water line.

**Power and Water Supply**

8.18 The Licensee shall be liable for, and shall pay to the Licensor on or before the Due Date, during the term of the License Period or Early Termination, as the case may be, all charges for the power and water supplied to the Project based on invoice raised by the Licensor. If the Licensee defaults in making full payment for the power and water consumed, the Licensor shall be entitled to stop the supply of water and/or power to the Project till such time as the bills are settled. The Licensor shall not be liable for any direct or indirect costs that may arise from the stoppage of power and water for non-payment of bills.

8.19 The Licensee shall, at its costs, but to the satisfaction of the Licensor, install meters to measure the consumption of power. In the event of disruption of power supply or break down in supply of power for any reasons whatsoever or for a planned maintenance shut down, no compensation whatsoever shall be paid by the Licensor for any loss or damages caused to or suffered by the Licensee as a result thereof. The Licensee shall, at its cost, be entitled to make alternate arrangement for power subject to prior written approval of the Licensor and subject to Licensee obtaining necessary permissions from the concerned authorities.

8.20 The rates for the power to be supplied by the Licensor to the Licensee shall be the then prevailing tariff rates charged by Tata Power Company Limited to the Licensor and additional 7.5% by way of supervision and overhead charges over and above the tariff rates published by Tata Power Company Limited. The Licensee also agrees and undertakes to pay any increase, in respect of power tariffs, as a result of revision by Tata Power Company Limited's charges towards augmenting the power supply infrastructure. Present tariff is shown in Appendix 6B.

8.21 If the Licensee requires any increase in power requirement beyond the limit indicated in Article 8.17, the Licensor shall arrange for the additional power requirement. Provided however, that the Licensee shall communicate its requirement for additional power to the Licensor not later than 3 (three)

months prior to the Operating Year in which it requires the additional power. The additional power requirement will be provided at the Licensee's cost, which shall include the cost of any security deposits, demand charges and such other charges as may be levied by Tata Power Company Limited or the Licensor from time to time. Provided however that the Licensee shall be entitled to recover and retain any such security deposit, which is made by the Licensee, at the end of the relevant period or the License Period.

8.22 The Licensee shall be liable for, and shall pay to the Licensor, throughout the term of the License Period or early Termination as the case may be, all charges for the water as per notified tariff and as made available to the Licensed Premises. The present rate for supply of water is as set out in Appendix 6C. The Licensee shall, at its cost but to the satisfaction of the Licensor, install meters to measure the consumption of water.

8.23 The Licensor receives power in bulk from Tata Power Company Limited. In future if there are any restrictions or short supply of power from Tata Power Company Limited, then the power supplied to the Licensee shall also be subject to these restrictions/short supply. The Licensee shall also be subject to restrictions/short supply of water in the event that the Licensor faces any restrictions or short supply in its receipt of water from MCGM.

**Accounts & Audit**

8.24 The Licensee shall maintain full accounts of all revenue including other revenues derived/collected by it from and on account of use of the Project Facilities and Services and shall provide certified copies of the accounts and annual report duly certified by the Statutory Auditors published by the Licensee under the Applicable Laws within 120 (one hundred twenty) days of the close of each Accounting Year to which they pertain, during the subsistence of this Agreement. Such audited accounts shall form the basis of various payments by either Party under this Agreement.

8.25 The Licensee shall appoint and have during the subsistence of this Agreement as its Statutory Auditors a firm of Chartered Accountants duly

licensed to practice in India out of the mutually agreed list of 10 (ten) independent and reputable firms of Chartered Accountants in India (hereinafter referred to as the **"Statutory Auditors"**). Subject to a 30 (thirty) days notice to the Licensor and the replacement of Statutory Auditors being appointed from the List of Chartered Accountants, the Licensee may terminate the appointment of any Statutory Auditor appointed in accordance with this Article. The fees and expenses of the Statutory Auditors shall be borne by the Licensee.

8.26 On or before the fifteenth day of May each Year, the Licensee shall provide for the preceding Accounting Year a statement duly audited by its Statutory Auditors giving summarised ship/vessel/user wise information on (i) the number of containers handled by category, and (ii) Tariffs charged and the amount of rates received and other revenues derived from the Project Facilities and Services and such other information as Licensor may reasonably require.

8.27 The Licensor reserves its rights to access to relevant data and information directly or through authorized agencies/ Chartered Accountants and to conduct independent verification of the records and data as required by him under this Agreement.

8.28 **DELETED**

8.29 In the event of there being difference between the finding of the Licensor and the certification provided by the statutory auditors of the Licensee, the Licensee and the Licensor shall meet to resolve such differences and if they are unable to resolve the same, such disputed certification shall be resolved by recourse of Dispute Resolution procedure as detailed in Article 23. However, that the Licensee shall pay the amount determined by the Licensor to the Licensor before commencing the Dispute Resolution Procedure.

**Maintenance & Replacement of Facilities**

8.30 The Licensee shall be solely responsible for keeping at all times, the Licensed Premises and the Project in good order and condition from the Date of Award of License, till its expiry or Termination, as the case may be.

8.31 The Licensee shall deploy adequate equipment for meeting the container traffic requirements at the terminal as per Appendix 22.

8.32 The Licensee shall, at all times during the License Period, at its own risks, costs, charges and expenses, perform and pay for maintenance repairs, renewals and replacements in the Licensed Premises and/or the Project or any parts thereof, whether due to use and operations or due to deterioration of materials, so that on the expiry or Termination of this License, the same shall, except, normal wear and tear, be in as good condition as at the commencement of the License.

8.33 The Licensee shall at its cost, plan for replacement of the equipment for OCT, well ahead of the time when the utility thereof is reasonably expected to expire and replace the equipment in accordance with Good Industry Practice. The Licensee agrees and undertakes to replace Quayside Gantry crane, Rail mounted Gantry crane and Rubber Tyre Gantry Crane by new container handling equipment of latest technology having specifications not inferior to those of the equipment, which are being replaced.

8.34 For the purpose of replacement of equipment under this Agreement, the date of existence of the replacement assets shall generally be as per Appendix 15. The Licensee agrees to plan for replacement of the equipments well ahead of the due date or replacement of the equipments as per the provisions of this Article 8. The replaced equipment shall be the property of the Licensee and is free to dispose or redeploys the equipment outside the Licensed Premises.

8.35 The equipment so replaced as indicated at 8.32 and 8.34 above shall be certified by the Licensor to ensure that they are in conformity with the provisions of this Agreement. Such equipment shall be owned by the

Licensee and shall not be leased/rented/hired and having specification not inferior to those of the equipment being replaced.

**Condition Survey**

8.36 The Licensee agrees that at least six Months prior to the expiry, by efflux of time, of the License Period it shall, cause to be conducted at its cost by 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 Licensee's /Licensor's Assets and/or the Project Facilities and Services or any part thereof have / has not been operated and maintained in accordance with the requirements 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. In the event the Licensee fails to comply with this provision, the Licensor may itself cause the condition survey and inventory of the Licensee's/ Licensor's Assets and Project Facilities and Services to be conducted and remove any defect or deficiency. The Licensor shall be promptly reimbursed by the Licensee for the costs incurred in conducting such survey and preparation of inventory as also in putting the Project Facilities and Services in a good working condition.

**Dredging**

8.37 The Licensor shall carry out capital and maintenance dredging of the common user approach channel and alongside the berths to achieve the following levels:

i) The present depth available at common user approach channel and alongside berth at BPS is as required for 9.7 m draft vessels which shall be maintained by the Licensor at every dredging cycle in the year.

ii) Provide depth in the common user approach channel, turning circle and basin in front of berth as required for 14.5 m draft vessels in accordance with Project

Schedule setforth in Appendix 5. The Licensor shall also ensure that the depth required for 14.5 m draft vessels will be maintained at every dredging cycle.

The Licensor agrees to carry out at least 2 cycles of dredging every year during the License period.

**Repair of damage and destruction.**

8.38 Subject to the provisions of Article 17, the Licensee shall at its own risk, cost, charges and expense, promptly and with due diligence repair, replace or restore, any and all such assets created or provided by the Licensee and Licensed Premises herein which may be lost, damaged, or destroyed due to any reason whatsoever, and regardless of whether such loss, damage or destruction is partial or total.

**Access for Inspection**

8.39 The Licensee shall at all times during the Construction and the Operation Phase permit the authorized personnel of the Licensor or Independent Engineer to enter upon and inspect the Licensed Premises and/or the maintenance, repair, replacement or restoration work to enable the Licensor to inter-alia ascertain whether the Licensee is complying with the terms and conditions of the License and/or this Agreement and/or whether or not the Licensee is complying with its other contractual obligations and/or statutory obligations under any law for the time being in force, Provided that such inspection may take place at monthly intervals and the Licensee has been given not less than (7) days prior notice in writing.

**Reporting requirements**

8.40 The Licensee shall no later than the Due Date, at its cost, charges and expenses submit to the Licensor such statistical reports and information on vessel, container and cargo traffic, gross output rates per ship per hour at berth, daily output rates per vessel at berth, effective working time to berth

time and any other information pertaining to the immediately previous Month which the Licensor may reasonably require for monitoring performance and Licensee's obligations under this Agreement.

8.41 Specifically, the Licensee shall submit to the Licensor by Due Date following the end of each Month, a report stating the total number of TEUs /cargo handled transferred across the apron of the Project and other cargo handled .The Licensee shall submit after every six months copies of report of cargo handled for last six months duly certified by the Statutory Auditor.

8.42 The Licensee shall also provide real time remote access, at a location to be specified by the Licensor within the Licensor's premises, to the data requirements indicated in Article 8.40. The remote access terminal should allow the Licensor to view, print and store the information. The Licensor shall bear the cost of cabling and installing the video terminal to view the data.

8.43 On or before the 7th (seventh) day of each calendar Month commencing from the Month following the one in which Date of Commercial Operation occurs, the Licensee shall submit to the Licensor for previous calendar Month the Statement of Gross Revenue for BPS and statement of Gross Revenue for OCT on the basis of which the Licensee should ensure the payment of Revenue Share to Licensor every Month.

8.44 The Licensee shall submit to the Licensor the obligations to the Lenders immediately on execution of the Financing Documents with Lenders. Thereafter, the Licensee has to submit by 15th (fifteenth) day of each quarter a report indicating obligations due and paid by the Licensee to the Lenders in that quarter. The Licensee also has to submit to the Licensor by 15th (fifteenth) April every year a certificate from the Lenders conforming that the Licensee has met all the obligations for the previous Accounting Year.

8.45 The Licensee shall make arrangement for attending for daily pre-berthing meeting with the Port users along with Port officials to review the daily allocation of berths, and performance.

**Security Arrangements**

8.46 Licensee shall ensure national security consideration.

i) The Licensee shall also adhere to International Ship and Port Facility Security code (ISPS) or any other requirement as stipulated by Government Authorities or Port or International Maritime Organisation (IMO) from time to time;

ii) The International Ship and Port Facility Security Code (ISPS) is effected in Mumbai Port from 1st July 2004. India is a signatory to the IM resolution authorizing the adoption of this code and is bound to ensure that all terminals at Licensor's facility conform to the requirements of the code. The Project Facilities and Services will be termed as one of the port facilities of the Licensor and the Deputy Conservator will be the Port Facility Security Officer. As a part of the code, the Licensee will be required to identify one of their officials as Deputy Port Facility Security Officer for the Project Facilities and Services and such officer shall report to the Port Facility Security Officer;

iii) The additional security costs, if any, involved in providing any infrastructure or services, arising from the implementation of the ISPS Code, in the Project Facilities and Services shall be at the costs/charges and expense of the Licensee; and

iv) IMO & ILO jointly are also in the process coming out with a proposal on Port security that may require further strengthening of the security. Whenever such an additional code on Port security is ratified by theGoI, the Terminal Operator will be required to comply with such Code at his cost.

8.47 The Licensee shall abide by the security regulations/procedures as stipulated by the Licensor from time to time. Security at the Licensed Premises shall be the sole responsibility of the Licensee and the Licensee

shall also be responsible for taking safety measures as required at its own cost.

**Infrastructure Development outside the Licensed Premises & Cess**

8.48 The Licensor or any competent authority may levy a cess, as they deem appropriate, but limited to recovery of the cost for providing additional infrastructure facilities, on handling cargo for the development of deep-drafted approach channel, dredging along side the berths, roads connecting the Port to an expressway, standard/elevated highway for facilitating faster movement of cargo, then the Licensee shall be liable to collect cess on the cargo handled by him and remit the proceeds to the Licensor, from time to time, in accordance with the prescribed procedure. It is clarified that such cess will not form a part of the Revenue Share.

8.49 **Minimum Guaranteed Throughput**

The Licensee hereby agrees to achieve, annual container handling at the levels set out in Appendix 24 (hereinafter referred to as the "Minimum Guaranteed Throughput").

8.50 **Licensee and Licensor Rights to Handle Container Traffic**

The Licensee and Licensor shall have right to handle container traffic at the Port of Mumbai in the following manner:

i) **<u>For the period the Licensee is in possession of BPS</u>**

**(a) Gearless Container Vessels**

Full exclusivity is granted for a maximum period of 5 years from the Date of Award of License or 2 years from the Date of Commissioning of OCT whichever is earlier, for gearless vessels to the Licensee.

**(b) Geared Container Vessels**

Licensor will have option to handle geared container vessels provided the BPS is occupied and a gearless container vessel is waiting for berth.

(c) **Combi Vessels**

All combi vessels shall continue to be handled by the Licensor. It is clarified that only containers of non-geared combi vessels shall be handled by the Licensee and all other cargo (including containers on geared combi vessels) shall be handled by the Licensor.

ii) **For the period of Five years after Licensee hands over BPS to the Licensor**

a) The Licensor will handle container vessels at Indira Dock including BPS with a cap of 250,000 (two hundred fifty thousand ) TEUs/annum. This cap is applicable for the period of 5 years under consideration or after operator attains throughput of 90% of the designed capacity of the new berths under OCT, whichever is earlier; and the Licensee shall have the right to inspect the records of the Licensor to ensure that the cap of250,000 ( two hundred fifty thousand ) TEUs / annum is adhered to.

b) This cap of 250,000 ( two hundred fifty thousand ) TEUs/annum will not apply in case the Licensee delays commissioning of berths under OCT beyond 5 years from date of award of License; and

c) During these 5 years, all combi vessels shall continue to be handled by MbPT even after reaching the traffic of 250,000 ( two hundred fifty thousand ) TEUs/annum. It is clarified that during this period all cargo (both containers and non containerised cargo of all combi vessels shall be handled by the Licensor.

**Handling of longer Vessels at BPS/BPX**

8.51 There are very few combi vessels frequenting the BPS or BPX berth which are contiguous, whose Length Overall is larger than that of the berth length of individual berth of BPS & BPX in which case it may occupy part of the

other berth i.e BPS or BPX as the case may be . In such a case, the Licensee or the Licensor may not be able to operate at BPS or BPX if the said longer vessel is berthed at BPX or BPS respectively. The Licensee and the Licensor agree to compensate the affected Party (Licensor or the Licensee) for not being able to operate the BPS or BPX during such period the longer vessel is berthed at BPS or BPX as the case may be. The compensation shall be applicable only if the Licensee or the Licensor provide documentary proof such that their vessels are anchored for non-availability of berth at BPS or BPX respectively due to berthing of longer vessel at BPX or BPS. The compensation shall be at the rate of Rs {P} per hour of non operation. In case there are no vessels waiting to be berthed at the affected party's terminal, the affected party shall be compensated at half the rate as above {P/2} .The rate of compensation shall be arrived at on mutually agreed terms and such compensation received by the Licensee shall not the part of Gross Revenue for calculating the Revenue Share. The rates will be reviewed as and when there is revision in TAMP rates. Licensor agrees that not more than 20 calls of such longer vessels will be handled per year. The Licensee and the Licensor shall agree that they shall intimate at the earliest to the extent possible, the berthing schedule of the BPS and BPX to each other so that, the affected party can re-schedule, if possible, its berthing schedule.

## ARTICLE 9 - PERSONNEL RELATED OBLIGATIONS OF THE LICENSEE

**Manpower Deployment**

9.1 The Licensee agrees and undertakes to broadly follow its manpower deployment programme as set out in Appendix 23.

**Corporate Staffing**

9.2 The key personnel of the Licensee, to be deployed for the operations and maintenance management functions of the Project, such as the Chief Executive Officer/General Manager, the Terminal Manager and the Engineering Manager can be changed by the Licensee by intimating the Licensor at the time of actual change.

9.3 It shall be the sole responsibility and liability of the Licensee to pay the salary and other amounts payable to its employees employed by it. None of the personnel/employees of the Licensee shall be deemed to be the personnel/employees of the Licensor in any circumstance.

9.4 Subject to the aforesaid, the Licensee shall be free to fix its own work practices (including, without limitation, manning pattern for operating the equipments, wage structure for employees, working hours and shift systems, and other welfare measures for the employees including incentive schemes) which may be different from those of the Licensor, provided however the Licensee shall adhere to applicable labour laws(s) and shall comply with the same.

9.5 It is agreed between the Parties that although the Project Facilities and Services of the Licensee and other berths/facilities of the Licensor are envisaged to operate independently of each other, in order to optimise the facilities and create synergies, sharing of various resources (including human resources) may be considered at appropriate time on mutually agreed terms and conditions between the Licensor and the Licensee.

**Employing Existing Employees at BPS**

9.6 During the BPS Operations Period the Licensee shall take over the employees of the Licensor identified as surplus due to the BPS Project as per the terms and conditions specified in Appendix 25.

## ARTICLE 10 - TARIFF

**Levy and Recovery of the Tariff**

10.1 The Licensee shall, during the Operations Phase, be entitled to levy and recover Tariff from the owners / consignees of cargo and the vessel owners / agents using the Project Facilities and Services as per the Scale of Rates and duly notified by TAMP (**"Scale of Rates"**) or such other regulatory authority as prescribed under the Applicable Law. The Scale of Rates for various services shall be the ceiling for the Tariffs charged by the Licensee. The Licensee may with due notice to the Licensor, apply for revision of tariff as per guidelines for the tariff fixation as published by TAMP which is appended as Appendix 26.

If TAMP is disbanded the fixation of Tariff shall be governed by the Applicable Laws and GoI's directives at that time. It may be noted that as per the existing guidelines issued by the Ministry of Shipping, GOI, while fixing the revision of Scale of Rates the Revenue Share/ payment shall not be factored into/taken into account as cost for fixation /revision of Tariff by TAMP. 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

10.2 For avoidance of doubt it is clarified that all Port dues, Pilotage, Berth hire charges & other vessel related charges shall accrue to the Licensor for such services provided by the Licensor in case of BPS Project. Whereas for the OCT Project, excepting the Berth hire charges all other vessel related charges i.e Port dues, Pilotage & other vessel related charges shall accrue to the Licensor for such services provided by the Licensor. The Licensee shall have the right to collect Berth hire charges at OCT & shall be shared with the Licensor based on Revenue Share.

10.3 The Licensee will be free to discount the Tariff notified by TAMP as per the provisions under the Applicable Laws. However, such discounts shall be

given by the Licensee only in respect of charges due and payable by the consignees/owners or vessel owners/agents to the Licensee and not in respect of the charges payable by such persons directly to the Licensor.

10.4 The applicable Tariff for BPS as of the date of the Agreement, is as set forth in Appendix 6. Any revision in the Scale of Rates for the Tariff will be effective from the date prescribed in the notification issued by TAMP or any other competent authority.

10.5 The Licensee shall approach TAMP for fixing of tariff for OCT Project.

**Additional Premises / Utilities or Services**

10.6 The Licensee shall also pay rent or other charges for the additional land or other premises or additional utilities or services, made available by the Licensor to the Licensee in accordance with the land policy of the Port and on terms, conditions and covenants mutually agreed between the Licensor and the Licensee.

## ARTICLE 11 - PAYMENTS TO THE LICENSOR

**Revenue Share for OCT**

11.1 The Licensee acknowledges that during the course of each Operating Year, it shall pay to the Licensor, a total Revenue Share, which shall be the higher of the following :-

a) RSy * GRy

b) RSy * GRy + 25%* (Rsy*MGTccy*Higher of (SR, AR)-RSy*GRy)

RSy : Revenue Share as quoted by the Licensee

GRy : Gross Revenue for the Operating Year y

$MGT_{ccy}$: Minimum Guaranteed Throughput for each class of container for Operating Year Y.

SR : Scale of Rates for each classification of container related charge

AR : Actual Rate charged by the Licensee for each classification of container related charge.

**Revenue Share for BPS**

11.2 The Licensee acknowledges that during the course of each Operating Year, it shall pay to the Licensor, a total Revenue Share, which shall be the higher of the following :-

a) RSy * GRy

b) RSy * GRy + 25%* (Rsy*MGTccy*Higher of (SR, AR)-RSy*GRy)

RSy : Revenue Share as quoted by the Licensee

GRy : Gross Revenue for the Operating Year y

$MGT_{ccy}$: Minimum Guaranteed Throughput for each class of container for Operating Year Y.

SR : Scale of Rates for each classification of container related charge

AR : Actual Rate charged by the Licensee for each classification of container related charge.

11.3 For the purposes of the above computation, the Minimum Guaranteed Throughput for that Operating Year shall be computed for each classification of container as follows :-

**MGTccy = MGTy * C**

MGTccy: Minimum Guaranteed Throughput for each class of containerized cargo.

MGTy : Minimum Guaranteed Throughput in Operating Year y.

C : Average Share in % of that class of container out of the total container traffic for immediately preceding 3 months. Provided however, that till the first three months after the Date of Commercial Operations, the % as handled at the Licensor's terminal shall apply.

**Payment of Annual Revenue Share on a Monthly Basis**

11.4 The Total Revenue Share per Operating Year to be paid by the Licensee as per Article 11.1 above shall be payable on a Monthly basis on or before the Due Date of each subsequent Month. The computation of Monthly Revenue Share shall be as follows:-

RSn = Higher of (CRSn or CGRSn or CRSmgt)-CRSn-1

RSn = Revenue Share Payable for Operating Month "n"

CRSn = Cumulative Revenue Share paid till operating month "n"

CRSn-1 = Cumulative Revenue Share paid till operating month "n-1"

CRSmgt = Cumulative Revenue Share based on MGT

CRSn = CTn*SR*RSy

CGRSn = CGRn*RSy

CRSmgt = RSy*CMGTyn*SR

Where CTn = Cumulative traffic in TEU since start of that Operating year till operating Month n.

CMGTyn = Cumulative Minimum Guaranteed Throughput in Operating year y till operating Month n.

CGRn = Cumulative gross revenue till operating month n.

CGRSn = Cumulative Gross Revenue Share till operating month n.

RSy = Revenue Share as quoted by the Licensee.

SR = Scale of Rates for each classification of container related charge.

The payment of Revenue Share shall commence from the Month in which the Date of Commercial Operation occurs. In the event, the sum of the Revenue Share paid in each Month of an Operating Year differs from the annual computation for each Operating Year set forth in Article 11.1 above, such difference shall be reconciled with the payment for 1st Month of the immediately succeeding Operating Year

11.5 The Licensee shall also acknowledges that it shall pay the Licensor a share of any revenue earned before the Date of Commercial operation on the same basis as stipulated in this Article for each Operating Year.

**Upfront Payment for the Project**

11.6 Within two weeks of signing of this Agreement, the Licensee is liable to pay to the Licensor, an Upfront Payment of Rs. 250, 000,000 (Rupees Two Hundred and Fifty Million only) by way of demand draft payable at Mumbai and drawn in favour of the Board of Trustees of the Port of Mumbai. The Licensee agrees that the above Upfront payment may be made by the Licensee in lump sum simultaneously with the signing of the Agreement.
In addition, the Licensee shall pay to the Licensor an amount of Rs. 45,000,000 (Rupees Forty five million) as upfront for taking over the Licensor's Equipment at BPS as stated in Appendix 3B. The Licensee is free to dispose off the said equipment.

**License Fee**

11.7 In consideration of the License hereby granted to use and occupy Project Site commencing from the date of handover of the Project Site, the Licensee shall pay to the Licensor in advance every year, License Fee as

follows:

i) **License Fee for BPS Project**

In respect of BPS Project Site to the extent detailed in Appendix 3 and as shown in Drawing no. 33/2005, the License Fee shall be at the rate of Rs. 600 (Rupees Six Hundred only per square metre per annum subject to 5% (five percent) escalation after every year.

ii) **License Fee for OCT Project**

In respect of OCT Project site:

a) For area upto forty five (45) hectares (which includes Prince's and Victoria Dock Basin to be filled up by the Licensor), as shown in Appendix 3 and outlined in Drawing, for OCT development, the License Fee shall be at the rate of Rs.256/- (Rupees two hundred fifty six only) per Square metre per annum subject to 10% (ten percent) escalation after every five years; or

b) In case the Licensee opts to fill the Prince's and Victoria Dock basins, then the rate for filled up area (22 ha) shall be Rs.180 per square metre per annum and the balance area shall be at the rate of Rs.256 per square metre per annum. The above rates are subject to 10% escalation after every five years.

c) For water front area required for construction of OCT berth & trestle, the License Fee shall be at the rate of Rs.134/- per Square metre per annum subject to 10% escalation after every five years. It is clarified that water front area is the area which is occupied by the structures i.e. approach trestle and berth for OCT Project.

The first revision in respect of OCT Project Site will occur in the Fifth year from Date of Award of License. The License fees rates for the entire License period is specified in Appendix 28.

**Supporting Documentation**

11.8 The Licensee shall provide to the Licensor details of the supporting calculations (**"Statement of Gross Revenue"**) of Gross Revenue for BPS and Gross Revenue for OCT for determining the Revenue Share not later than the end of 7th (seventh) day of the month following the one to which the Statement of Gross Revenue pertains. The Licensee shall submit after every six months copies of Statement of Gross Revenue for the last six months duly certified by the Statutory Auditor.

11.9 For the purpose of computation of Revenue Share, the discounts/ rebates in Tariff, if any, offered by the Licensee to the users or any other agency in India or outside world shall be ignored. Provided nothing contained in this Article shall be deemed or construed to authorise the Licensee to offer any discounts in Tariff unless the Licensee is otherwise entitled under the Applicable Laws to offer the same.

11.10 The payment of Revenue Share shall commence from the Month in which the Date of Commercial Operation occurs.

**Payment of Monthly Revenue Share**

11.11 Licensee shall arrange remittance of all amounts due, whether on account of Revenue Share, License Fee, charges for power and water or any other services on or before the Due Date specified herein, in immediately available funds via electronic transfer/telegraphic transfer to the bank(s) and account(s) nominated from time to time by Licensor by notice. The cost incurred in arranging electronic or telegraphic transfers shall be borne by the Licensee.

**Payment Procedures**

11.12 On the Due Date if Licensee's banks are closed but Licensor's banks are open, Licensee will arrange remittance before the Due Date.

11.13 If both Licensee's banks and Licensor's banks are closed on the Due Date the payment will be made on the day previous to the aforesaid Due Date.

11.14 If Licensee's banks and Licensor's banks are closed for two consecutive days or more, any payment due on the first day shall be made on the day prior to the Due Date of payment and any payment due on the second day or following day shall be made on the first working day following such closure.

11.15 In case of unscheduled closure of both Licensee and Licensors banks on the Due Date, the payment will be made on the following working day.

11.16 In the event of dispute regarding billing and payment, Licensee agrees that all payments due hereunder shall be paid in full, without any set off or deduction, and shall be subsequently adjusted if so agreed by the Parties or, failing agreement within 90 days, by an Expert.

11.17 Interest on all overdue payments shall accrue as of and including the Due Date for payment and ending on but excluding the value date for payment. Interest shall be calculated using the State Bank of India cash credit rate for Licensor plus [2] % .The overdue interest shall be compounded each quarter.

**Performance Security**

11.18 The Performance Security in the form of bank guarantee to be given by the Licensee to Licensor for the entire Operation Phase of OCT, renewable from time to time shall also be treated as payment security against the payment of Revenue Share by the Licensee on monthly basis.

## ARTICLE 12 - OWNERSHIP AND CERTAIN RIGHTS

**Ownership of Assets**

12.1 The ownership of the Licensor's Assets, including the land and water area, shall always remain vested with the Licensor. The rights of the Licensee in the Licensor's Assets shall only be that of a licensee of such assets.

**Ownership of Assets created or provided by the Licensee**

12.2 The ownership of all infrastructure assets, buildings, structures, berths, wharves, equipment and other immovable and movable assets constructed, installed, located, created or provided by the Licensee in the Licensor's Assets pursuant to this Agreement shall remain the property of the Licensee during the License Period.

**Assets handed over by the Licensor**

12.3 Licensor's Assets handed over by the Licensor to the Licensee at the time of award of the License and thereafter shall revert back to the Licensor on expiry of the License Period or early termination of the License, free of cost for any improvement, subject to normal wear and tear. Provided however, that if any assets have been identified for demolition in the Designs and Drawings these shall not be required to be handed over. The ownership of these Assets at all times shall remain with the Licensor.

**Permitted Charge on Assets**

12.4 The Licensee shall be entitled to mortgage, hypothecate or otherwise create a charge on from time to time all its rights, title and interest arising under or in respect of this Agreement and in the assets referred to in Article 12.2 in favour of Lenders for securing the Financial Assistance provided or agreed to be provided by them under the Financing Documents. The Licensee is not entitled to create charge or mortgage or hypothecate the assets which Licensor has handed over to the Licensee

12.5 Provided that in the event of Termination of this Agreement the aforesaid charge shall stand extinguished upon payment of compensation / Terminal Value by the Licensor to the Lenders, to the extent they are entitled to receive the same in accordance with the provisions of this Agreement. However, nothing contained in this provision shall apply to the Licensee's assets not taken over by the Licensor and the existing charge, if any, on such assets shall, subject to the provisions of the Financing Documents continue to subsist.

12.6 Lenders are not entitled to raise any charge on the assets of '**Licensee**' on the expiry of License Period, which are to be transferred to Licensor on the Termination of the License.

## ARTICLE 13 - INSURANCE

### Insurance during the Construction Phase

13.1 The Licensee shall, at its cost and expense, purchase and maintain during the Construction Phase such insurances as are necessary, including but not limited to the following; for all the assets constructed/purchased by the Licensee including the assets handed over to Licensee by the Licensor:-

i) Builders all risk insurance;

ii) Comprehensive third party liability insurance including injury or death to personnel of the Licensor and others who may enter the Licensed Premises;

iii) Workmen's compensation insurance;

iv) Marine cum storage cum erection insurance including removal of the rake of any craft deployed by Licensee; and

v) Any other insurance that may be necessary to protect the Licensee, its employees and its assets (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items i) to iv).

13.2 The Licensee shall effect and maintain, or cause to be effected and maintained, at no cost to Licensor during the Construction Phase such insurances upto such maximum sums as may be required under and in accordance with the Financing Documents, Applicable Laws and such insurance as the Licensee may reasonably consider necessary or desirable in accordance with Good Industry Practice. The Licensee shall also effect and maintain such insurance as may be necessary for mitigating the risks that may devolve on Licensor as a consequence of any act of omission by the Licensee during the Construction Phase.

### Insurance during Operations Phase

13.3 Immediately upon the Date of Award of License for BPS and not later than 4 (four) months prior to the anticipated date of completion for OCT, the Licensee shall obtain and maintain at no cost to Licensor during the

Operations Phase in respect of the Project Facilities and Services and its operations such insurance as may be required under any of the Financing Documents, Applicable Laws and such insurance as the Licensee may reasonably consider necessary or desirable in accordance with Good Industry Practice. Provided, however, the level of insurance to be maintained after satisfaction of Lenders' dues in full, shall be determined on the same principles as applicable for determining the level of insurance prior to such date. This level shall be agreed with Licensor within 120(one hundred twenty) days of Date of Commercial Operations. The insurances which the Licensee will be required to maintain, including but not limited to the following:

i) Loss, damage or destruction of the Project Facilities and Services, at replacement value;

ii) Comprehensive third party liability insurance including injury or death to personnel of the Licensor and others who may enter the Licensor's Assets except for the employees of the Licensee covered under (iii);

iii) Licensee's general liability arising out of the License;

iv) Workmen's compensation insurance

v) Liability to third parties for property damage; and

vi) Any other insurance that may be necessary to protect the Licensee and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (i) to (v).

**Evidence of Insurance**

13.4 All insurance obtained by the Licensee in accordance with this Article 13 shall be maintained with insurer or reinsurers and on terms consistent with Good Industry Practice. Within thirty days of obtaining any insurance cover, the Licensee shall furnish to Licensor, copies of certificates of insurance, copies of the insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) signed by an authorised representative of the insurer.

13.5 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 License Period and furnish copies of the same to the Licensor. Each insurance policy shall not be cancelled, changed or not renewed until the expiration of at least 45 (forty five) days after written notice of such cancellation, change of non-renewal has been received by Licensor.

**Remedy on Failure to Insure**

13.6 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 therefore shall be reimbursed by the Licensee forthwith on demand, failing which the same shall be recovered by the Licensor by invoking the Performance Security for OCT.

**Waiver of Subrogation**

13.7 All insurance policies supplied by the Licensee shall include a waiver of any right of subrogation of the insurers there under against, inter alia, Licensor, and its assigns, subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy.

**Licensee Waiver**

13.8 The Licensee hereby further releases, assigns and waives any and all rights of recovery against, inter alia, the Licensor, and its affiliates, subsidiaries, employees, successors, permitted assigns, insurers and underwriters, which the Licensee may otherwise have or acquire in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained by the Licensee pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

**Application of Insurance Proceeds**

13.9 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.

**Insurance Companies**

13.10 The Licensee shall insure all insurable assets comprised in the Licensor's Assets 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.

## ARTICLE 14 - ASSIGNMENTS AND CHARGES

**Consent Required**

14.1 Subject to Article14.3, this Agreement shall not be assigned by the Licensee to the Lenders save and except with prior consent in writing of Licensor, which consent the Licensor shall not unreasonably withhold

14.2 Subject to Article14.3, the Licensee shall neither create nor permit to subsist any encumbrance over or otherwise transfer or dispose off all or any of its rights and benefits under this Agreement or any Project Contracts to which Licensee is a party except with prior consent in writing of Licensor, which consent the Licensor shall not unreasonably withhold.

**Permitted Assign**

14.3 Restraint set forth in Articles shall not apply to:

i) Liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project;

ii) Mortgages/pledges/hypothecation of goods/assets other than Licensor's Assets handed over to Licensee, in Project Facilities and Services of title arising or created in the ordinary course of business of the Project and as security only for indebtedness to the Senior Lenders under the Financing Documents and/or for working capital arrangements for the Project; and

iii) Liens or encumbrances required by any Applicable Law.

14.4 Lenders may exercise the rights of step-in or substitution provided that the person substituting the Licensee shall be deemed to be the Licensee under this Agreement and shall enjoy all rights and be responsible for all obligations under this Agreement as if it were the Licensee. Provided, however, that in the event of such step-in or substitution, an additional Cure Period of 90 (ninety) days shall be provided by Licensor to enable the Licensee to cure any breach or default subsisting on the day of such step-in or substitution. Provided further 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) Shall authorise or be deemed to authorise the Lenders to operate the Project Facilities and Services themselves.

14.5 Notwithstanding anything to the contrary contained in this Agreement Licensor may assign any of its rights and benefits and/or obligations under this Agreement pursuant to any direction of GoI or by operation of law or in the course of its own business.

14.6 The Licensee also agrees that in the event of it or its parent company taking over/ acquiring/amalgamating/merging with the Licensee or its parent company to whom the **'Additional Facilities'** are awarded, it shall be obliged to divest its stake in one of the two licenses to a third entity not linked to the Licensee. The Licensee also agrees that in the event of its or its parent company being taken over/ acquired/ amalgamated/ merged with any other Licensee operating container facilities at the Licensor's premises it shall be obliged to divest its License.

## ARTICLE 15 - CONFIDENTIALITY

### Confidential Information

15.1 Subject to Article 15.2, both Parties shall at all times during the continuance of this Agreement:

i) Use their reasonable endeavours to keep all information regarding the terms and conditions of this Agreement and any data or information acquired under or pursuant to this Agreement confidential and accordingly neither Party shall disclose the same to any other person;

ii) Not use any document or other information (whether technical or commercial) obtained by them respectively by virtue of this Agreement concerning the other's undertaking for any, purpose other than performance, of the Party's obligations and exercise of its rights under this Agreement; and

iii) Provided that the provisions of this Article 15.1 shall not apply to information, which at the time of disclosure was in the public domain other than by breach of the foregoing obligations of confidentiality.

### Disclosure of Confidential Information

15.2 Each of the Parties shall hold in confidence the agreements relating to the Project and all documents and other information (whether technical or commercial) which is of a confidential nature disclosed to it by or on behalf of the other Party relating to the Project and shall not, save as may be required by Applicable Laws or appropriate regulatory or statutory authorities, or to any Government Authority, or to prospective Lenders to, or investors in, the Licensee or to the professional advisers of the Parties or of those prospective Lenders or investors, publish or otherwise disclose or use the same for its own purposes otherwise than as may be required to perform its obligations under this Agreement:

i) Any information in the public domain otherwise than by breach of this Agreement;

ii) Information relating to the Project in the possession of a Party before that information was disclosed to it by or on behalf of the other Party and which was not obtained under any obligation of confidentiality; and

iii) Information obtained from a third party who is free to disclose the same, and which is not obtained under any obligation of confidentiality.

15.3 Either Party shall be entitled to disclose the terms and conditions of this Agreement and any data or information acquired by it under or pursuant to this Agreement without the prior written consent of the other Party if such disclosure is made in good faith:

i. To any affiliate of such Party, having made it aware of the requirements of this Article 15.3, or to any l Government Authority; or

ii. To any outside consultant or advisers engaged by or on behalf of such Party and acting in that capacity, having made them aware of the requirements of this Article 15.3; or

iii. To the Lenders, the Lenders' Representative any security trustee, any bank or other financial institution and its advisers from which such Party is seeking or obtaining finance, having made them aware of the requirements of this Article 15.3; or

iv. To the extent required by the rules of a relevant and recognised stock exchange; or

v. To the extent required by any Applicable Laws or pursuant to an order of any court of competent jurisdiction, or

vi. To any insurer under a policy of Insurance; or

vii. To directors, employees and officers of such Party having made them aware of the requirements of this Article 15.3; and

viii. It is necessary to enable such Party to perform this Agreement or to protect or enforce its rights under this Agreement or any other Project Document or to enable it to comply with any requirement referred to in Articles 15.3(iv) and 15.3(v) or to carry on its ordinary business. This covenant shall survive the License Period.

## ARTICLE 16 - CHANGE IN LAW

**Change in Law.**

16.1 "Change in Law" means any of the following events which have a Material Adverse Effect on the Project:

i) Adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Authority of any statute, rule, regulation, order, treaty, convention, directive, guidelines, policies;

ii) 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 this Agreement which renders the performance by the Licensee of any of the terms of this Agreement impossible or unviable;

iii) 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 16.1 shall be deemed to mean or construe any increase in taxes, duties, cess and the like effected from time to time by any Government Authority, as Change in Law; and Provided further that any change in the Scale of Rates by TAMP shall also not be construed as Change in Law.

**Notification of Change in Law**

16.2 If a Party who is affected by a Change in Law in accordance with Article 16.1 wishes to claim a Change in Law under this Article 16 it shall give notice in accordance with Article 16.1 to the other Party of such Change in Law as soon as reasonably practical after becoming aware of the same.

16.3 Any notice served pursuant to this Article 16.2 shall provide, amongst other things, precise details of:

i) Change in Law; and

ii) Effects on that Party of the Change in Law

**Licensee's Remedy**

16.4 Within sixty (60) days of notice being served pursuant to Article 16.2 the Parties shall meet and endeavour to agree on modifications to the relevant terms of this Agreement that 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 in the terms of this Agreement including extension of the License Period, so as to place the affected Party in substantially the same financial position as it were prior to such Change in Law.

16.5 Upon reaching an agreement on the amendment required to this Agreement pursuant to Article 16.4 the parties shall execute such amending agreement to give effect to that agreement within thirty (30) days thereof.

16.6 Provided however, that if within sixty (60) days of the commencement of meetings between Parties pursuant to Article 16.4 the Parties are unable to reach an agreement on the amendment required or the 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 22 shall apply.

## ARTICLE 17 - FORCE MAJEURE

### Force Majeure Event

17.1 As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all events as defined in Article 17.2 hereinafter which prevent the Party claiming Force Majeure (the "**Affected Party**") from performing its obligations under this Agreement and which act or event is (i) beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money and (iii) has a Material Adverse Effect on the Project.

17.2 Force Majeure Event shall mean any event or circumstance or a combination of events and circumstances set out hereunder.

i) Acts of God, storm, cyclone, earthquake, hurricane, flood, 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;

ii) Radioactive contamination, ionising radiation;

iii) Epidemic, famine;

iv) Strikes, boycotts or other forms of labour unrest, including those initiated or indulged in by Licensor's Employees, 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 including the management contractor or attributable to any act or omission of any of them);

v) Any failure or delay in performance by the Contractor, but only to the extent caused by another Force Majeure Event;

vi) Late delivery of machinery, equipment, material, spare parts or consumables for the Project but only to the extent caused by another Force Majeure Event; and

vii) 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.

**Effect of Force Majeure Event**

17.3 Upon occurrence of any Force Majeure Event, the following shall apply:

i) There shall be no Termination of this Agreement except as provided in Article 17.12;

ii) Where the Force Majeure Event occurs before Date of Commercial Operation, the dates set forth in the Project Schedule (including allowable period for Financial Close, if the Force Majeure event takes place before the Date of Financial Close), the License Period shall be extended by the period for which such Force Majeure Event shall subsist;

iii) Where a Force Majeure Event occurs after Date of Commercial Operation, the Licensee shall continue to make all reasonable efforts to collect Tariff, but if he is unable to collect Tariff during the subsistence of such Force Majeure Event, or the amount of fees collected is reduced as a direct result of the Force Majeure Event, the License Period shall be extended by the period for which collection of Tariff remains suspended or reduced on account thereof; and

iv) Costs arising out of or concerning such Force Majeure Event shall be borne in accordance with the provisions of Article 17.4.

**Allocation of costs during subsistence of Force Majeure**

17.4 Subject to the provisions of Article 17.5, upon occurrence of a Force Majeure Event after Financial Close the Parties shall bear their respective

costs and neither Party shall be required to pay to the other Party any costs arising out of any such Force Majeure Event.

**Dispute Resolution**

17.5 In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the Dispute Resolution procedure, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

**Liability for other losses, damages**

17.6 Save and except as expressly provided in this Article 17, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this Article17.

**Duty to Report**

17.7 The Affected Party shall not claim any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event within 14 (fourteen) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

17.8 Any notice pursuant to this Article 17.7 shall include full particulars of:

i) Nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 17 with evidence in support thereof;

ii) Estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

iii) Measures which the Affected Party is taking or proposes to take, to alleviate the impact of such Force Majeure Event; and

iv) Any other information relevant to the Affected Party's claim.

17.9 For so long as the Affected Party continues to claim to be affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) written reports containing information as required by Article 17.8, and such other information as the other Party may reasonably request the Affected Party to provide.

**Excuse from performance of obligations**

17.10 If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event provided that:

i) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

ii) The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence;

iii) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder; and

iv) 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.

**Period of Force Majeure**

17.11 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:

i) Expiry of the period during which the Affected Party is excused from performance of its obligations in accordance with this Article 17.11; or

ii) Termination of this Agreement pursuant to Article 17.12 hereof.

**Termination Due to Force Majeure Event**

17.12 If the Period of Force Majeure continues or in the reasonable judgement of the Parties is likely to continue beyond a period of 120 (one hundred twenty) 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 120 (one hundred twenty) days, be entitled to terminate the Agreement in which event, the provisions of Article 19 and 20 shall, to the extent expressly made applicable, apply.

## ARTICLE 18 - EVENTS OF DEFAULT

**Events of Default**

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

**Licensee Event of Default**

18.2 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:

i) 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/ consequences has been provided in this Agreement

ii) Licensee's failure to perform or discharge any of its obligations under any other Transaction Documents which has a Material Adverse Effect;

iii) Change in the Management Contractor (wherever applicable) without the prior approval of the Licensor;

iv) Condition/event of default under the Management Contract;

v) Licensee's failure to perform or discharge any of its obligations under the Financing Documents, such that the Lenders are entitled under the terms of the Financing Documents to cancel or recall, prior to the stated maturity, part or all of their Financial Assistance to the Project;

vi) Any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading;

vii) Licensee passing a resolution for voluntary winding up;

viii) Appointment of a provisional liquidator, 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;

ix) 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 distrait remaining in force for a period exceeding 90 days;

x) Amalgamation of the Licensee with any other company or reconstruction or transfer of the whole or part of the Licensee's undertaking (other than transfer of assets in the ordinary course of business) without the Licensor's prior written approval, provided, if the amalgamated entity, reconstructed entity or the transferee as the case may be, has the ability demonstrated to the satisfaction of the Licensor, to undertake, perform/discharge the obligations of the Licensee under this Agreement, necessary approval shall be granted by the Licensor;

xi) Licensee engaging or knowingly allowing any of its employees, agents, Contractor or representative to engage in any activity prohibited by Applicable Laws or which constitutes a breach of or an offence under any Applicable Laws, in the course of any activity undertaken pursuant to this Agreement; and

xii) Violation of Preferential and Priority berthing norms as per Article 8.4 and 8.5 and provision of Article 8.1(xvi), which require Licensee to manage and operate the Project Facilities and Services on a common-user basis

**Licensor Event of Default**

18.3 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 Force Majeure Event:

i) The Licensor's failure to perform or discharge any of its obligations in accordance with the provisions of this Agreement unless such failure has occurred as a consequence of any Licensee Event of Default or a Force Majeure Event;

ii) Any representation made or warranties given by the Licensor under this Agreement is found to be false or misleading;

iii) Appointment of a provisional liquidator, administrator or receiver of

the whole or part of the Licensor's Assets in any legal proceedings initiated against the Licensor; and

iv) Levy of an execution or distraint on the Licensor's Assets 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 90 days.

**Parties Rights**

18.4 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.

18.5 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.

18.6 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.

**Consultation Notice**

18.7 Either Party exercising its right under Article 18.4 and 18.5, 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"**),

**Remedial Process**

18.8 Following the issue of Consultation Notice by either Party, (within a period of 15 days of occurrence of event), 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' within next 30 (thirty) days or such extended period as they may agree. Upon reaching an agreement, the Parties shall execute such amended agreement within the next 60 days. Without prejudice to this, 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:

i) the change of management or control/ownership of the Licensee;

ii) the replacement of the Licensee by a new operator ["Potential Licensee"] proposed by either of them or the Lenders and the specific terms and conditions of such replacement which shall include :

a) The criteria for selection of the Potential Licensee;

b) The transfer of rights and obligations of the Licensee surviving under this Agreement to the Potential Licensee;

c) Handing over/ transfer of the Licensor's Assets and the Project Facilities and Services to the Potential Licensee;

d) Assumption by the Potential Licensee of the outstanding obligations of the Licensee under the Financing Documents and preserving Lenders' charge on the Licensee's assets;

e) Assumption by the Potential Licensee of any amounts due to the Licensor from the Licensee under this Agreement; and

f) Payment of consideration for the Licensee's assets comprised in the Project Facilities and Services and the manner of appropriation thereof.

**Obligations during Remedial Period**

18.9 During the Remedial Period, the Parties shall continue to perform their respective obligations under this Agreement which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

**Revocation of Consultation Notice**

18.10 If during the Remedial Period the underlying Event of Default is cured or waived or the Parties and the Lenders agree upon any of the measures set-out in Article 18.8, the Consultation Notice shall be withdrawn by the Party who has issued the same.

**Termination due to Events of Default**

18.11 If upon 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 18.8, the Party who has issued the Consultation Notice shall have the right to terminate this Agreement, in which event, the provisions of Article 19 and 20 shall, to the extent expressly made applicable, apply.

## ARTICLE 19 - TERMINATION OF THE LICENSE/AGREEMENT

### Termination Procedure

19.1 The Party entitled to terminate this Agreement either on account of a Force Majeure Event or on account of an Event of Default or upon expiry of the licensed period by efflux of time 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, if any. The Termination Notice shall be of not less than 90 (ninety) Days and not ordinarily be more than 180 (one hundred eighty) Days, ["**Termination Period**"] and at the expiry of the Termination Period, this Agreement shall stand terminated.

### Obligations during Termination Period

19.2 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 compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

### Requisition

19.3 Upon issue or receipt as the case may be of Termination Notice, either as a consequence of a Force Majeure Event or as a consequence of an Event of Default, 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 Licensee's assets comprised in the Project Facilities and Services to be handed over to/taken over by the Licensor:

i) Particulars of Debt Due supported by Lenders' certificate;

ii) Data or records [to be specified by Licensor] regarding the operation

and maintenance of the Project Facilities and Services; and

iii) Any other information or records [to be specified by Licensor] regarding Licensee, its business, assets and liabilities.

19.4 The Licensee shall within a period of 30 (thirty) days of receipt of Requisition furnish the particulars called for by the Licensor.

**Condition Survey**

19.5 The Licensee agrees that on the service of a Termination Notice, it shall conduct or cause to be conducted under the Licensor's supervision, a condition survey of the Project Facilities and Services including the Licensor's Assets to ascertain the condition thereof, verifying compliance with the Licensee's obligations under this Agreement and to prepare an inventory of the assets comprised in the Project Facilities and Services.

19.6 If, as a result of the condition survey, the Licensor shall observe/notice that the Licensor's Assets and/or the Project Facilities and Services or any part thereof have/has not been operated and maintained in accordance with the requirements therefore 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 conditions well before the Transfer Date.

19.7 In the event the Licensee fails to comply with the provisions of this Agreement, the Licensor may itself cause the condition survey and inventory of Licensor's Assets and the Project Facilities and Services to be conducted. The Licensor shall be compensated by the Licensee for any costs incurred in conducting such survey and preparation of inventory as also in putting the Project Facilities and Services in good working condition.

**Consequences of Termination**

19.8 Without prejudice to any other consequences or requirements under this Agreement or under any Applicable Laws, the following consequences shall follow upon expiry of the License Period by efflux of time or due to a Force Majeure Event or an Event of Default.

**Transfer of Assets**

19.9 On the Transfer Date, the Licensee shall subject to the provisions of this Agreement:

i) Handover/ surrender vacant and peaceful possession of the Licensor's Assets to the Licensor free of cost;

ii) Transfer all its rights, titles 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;

iii) Handover to the Licensor all documents including as built drawings, manuals and reports relating to operations and maintenance of the Project Facilities and Services; and

iv) Transfer technology and up to date know-how relating to operation and maintenance of the Licensee's assets and/or the Project Facilities and Services.

19.10 On the transfer Date the Licensor shall, subject to the provision of this Agreement, pay to the Licensee the compensation/Terminal Value as the case may be.

19.11 The Licensor and the Licensee shall at least five Months prior to the expiry of the License Period or upon commencement of Termination Period as the case may be, promptly agree upon the modalities and take all necessary steps to complete the aforesaid process of transfer of assets on the Transfer Date and payment of Terminal Value /compensation as the case may be. During this period, the designated key personnel of the Licensor shall be associated with the operations of the Project Facilities and Services including computer system (except when the same is impossible due to a Force Majeure) in order to facilitate smooth take over of the same by the Licensor on the Transfer Date. The designated key personnel as stated above, shall act as observers only and will not interfere in any manner in the Licensee's continued operations of the project.

**Project Contracts**

19.12 The Licensee shall at the cost of the Licensor transfer/assign such of the Project Contracts, which the Licensor may require to be transferred in its favour subject to the counter-parties to such contracts consenting to such transfer/ assignment. 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 contracts. In case of Termination due to the **'Licensee Event of Default,'** the Licensee shall entirely at its cost terminate all such Project Contracts, which are not transferred/assigned to the Licensor.

**Applicable Permits**

19.13 The Licensee shall, at its cost, 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 **'Licensor Event of Default'** the cost of such transfer shall be borne/ reimbursed by the Licensor. If the Termination is on account of **'Licensee Event of Default'** the cost of such transfer shall be borne by the Licensee.

**Guarantees**

19.14 The Licensor shall be entitled to encash any subsisting Performance Security for OCT/Performance Guarantee for OCT provided by the Licensee, if the Termination is on account of a Licensee Event of Default.

## ARTICLE 20 - COMPENSATION / TERMINAL VALUE

**Compensation for Force Majeure**

20.1 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 Project Facilities and Services including cargo handling equipments, which in the reasonable judgement of the said Expert are capable of being put to use/utilised by the Licensor and (ii) the moveable assets of the Licensee which the Licensor agrees to take over, LESS any amount due to the Licensor from the Licensee under this Agreement.

20.2 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.

20.3 Provided that the compensation amount shall be at least equal to the Debt Due to Lenders at the time of Termination, if any.

**Compensation on Termination due to Licensee Event of Default**

20.4 If the Termination is due to a Licensee Event of Default, 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 an internationally approved Valuer appointed jointly by the Licensee and the Licensor, of (a) 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 the cargo handling equipments, and (b) the movable assets of the Licensee which the Licensor agrees to take over, **LESS** amounts if any due to the Licensor from the Licensee under the provisions of this Agreement; and

ii) Debt Due.

**Compensation on Termination due to Licensor Event of Default**

20.5 If the Termination is due to a Licensor Event of Default, the compensation payable by the Licensor shall be the aggregate of:

i) The fair value of the total Equity of the Licensee at that point in time, assuming that the Licensee is a going concern, and considering a suitable rate of return on the Equity of the Licensee for the residual License Period for which the Licensee would have operated the Project, had the Licensor Event of Default not occurred. The suitable rate of return on Equity and the fair value of the total Equity shall be computed by an internationally approved Valuer appointed jointly by the Licensee and the Licensor and shall take into account the prevailing rates of return available on comparable risk investments in the country at that point in time; and

ii) The total Debt Due to Lenders at the time of Termination, if any less amounts due from the Licensee to the Licensor, if any.

**Compensation on Expiry of License Period**

20.6 In the event of expiry of License Period by efflux of time (the License having run its full course), the Licensee shall hand over/ transfer the vacant possession of the Project Facilities and Services upon payment by the Licensor based on the following principle:

- Berths, approaches, road, paved area, ICD yard, other civil assets will be transferred to Licensor free of cost. Cargo handling equipment and other allied equipment shall be assessed by a mutually acceptable reputed Valuer. Should the Licensor decide to take over these assets it shall intimate its decision to the Licensee not less than 90 days prior to the end of the License Period and shall pay the value as assessed by the Valuer before taking over these Licensee assets. If the Licensor decides not to take over the assets, the Licensee agrees to remove the assets within 9 (nine) months of the end of the License Period for OCT Project and within 3 (three) months of the end of the License Period for BPS project.

**Payment of Compensation / Terminal Value to Lenders**

20.7 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/ Terminal Value 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 / Terminal Value under this Agreement and the charge created by the Licensee in favour of the Lenders on any of its assets 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/Terminal Value by Licensor in accordance with this Article 20.7 shall be a valid discharge to the Licensor in respect of Licensor's obligation regarding payment of compensation/ Terminal Value to the Licensee under this Agreement.

20.8 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 movables which are not taken over by the Licensor and to deal with the same in accordance with their respective rights under Applicable Laws.

20.9 Provided further, if there are no amounts outstanding under the Financing Documents and a certificate to that effect issued by the Lenders is furnished by the Licensee to the Licensor, the compensation /Terminal Value shall be paid by the Licensor to the Licensee directly.

**Delayed Payment of Compensation / Terminal Value**

20.10 If for any reasons, other than those attributable to the Licensee, the Licensor fails to pay the Terminal Value or compensation as the case may be on the Transfer Date, the Licensor shall be liable to pay interest @ 2% per month or any of the interest applicable to the port and approved by relevant authority from the Transfer Date till payment thereof. Provided, nothing contained in this Article shall be deemed to authorise any delay in payment of compensation / Terminal Value in accordance with this

Agreement.

**Delayed Transfer of Assets**

20.11 If for any reasons other than those attributable to the Licensor the Licensee fails to transfer assets, rights and contracts on the Transfer Date in accordance with Article 19.9 read with Article 21, 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 relative 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 after tax profits earned during the three years immediately preceding the Transfer Date.] Provided nothing contained in this Article 20.11 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.

20.12 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 but as an 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 11 Provided further that the fixed period for which the Licensee shall continue to operate the Project Facilities and Services under the above circumstance shall be mutually agreed between the Parties.

**Remedies Cumulative**

20.13 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 Applicable Laws. 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 21 - TRANSFER ON EXPIRY OF THE LICENSE PERIOD

### General Scope of Transfer/Payment

21.1 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 and unless otherwise provided in this Agreement, the respective Parties shall share the cost involved in such transfer. 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 21.2 and Article 20.7.

### Licensee's Obligations

21.2 The Licensee shall;

i) Hand over vacant and peaceful possession of the Licensor's Assets to the Licensor free of cost;

ii) 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. The assets constructed/purchased by the Licensee during licensed period and comprised in the Project Facilities and Services have to be transferred to the Licensor as per the provision of this agreement. The Licensee shall not dispose off any such asset on the expiry of license period unless permitted by Licensor;

iii) 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;

iv) Transfer technology and up-to-date know-how relating to operation and maintenance of the Licensor's Assets and/or the Project Facilities and Services

v) Transfer or cause to be transferred to the Licensor any Project Contracts which are:

a) Valid and subsisting;

b) Capable of being transferred to the Licensor; and

c) Those the Licensor has chosen to take over, and cancel or cause to be cancelled such Project Contracts not transferred to the Licensor.

vi) At its cost remove from the Licensor's Assets all such moveable assets which are not taken over by or transferred to the Licensor.

**Licensee's Responsibility**

21.3 Licensee's employees including Employees transferred to Licensee pursuant to Article 9.6 shall be the responsibility of the Licensee even after the end of the License Period. However, in case the Licensor decides to take over the equipment and operate the Project Facilities and Services, the Licensor may choose to retain some employees on mutually agreed terms and conditions that to be agreed at that time. It is clarified that this clause is not applicable for the Licensor's Employees that are on deputation with the Licensee until the expiry of the BPS Operations Period (refer Appendix 25).

**Final Survey**

21.4 The Licensee agrees that six months prior to the expiry of the License Period, it shall, unless otherwise notified by the Licensor, conduct or cause to be conducted at its cost and expenses, a condition survey of the entire Licensed Premises and Project Facilities and Services to ascertain whether the various facilities provided by the Licensee in the Licensed Premises and the Project Facilities and Services are in working condition and/or whether or not the Licensee has complied with the provisions of this Agreement.

**Risk**

21.5 Until transfer in accordance with this Article 21, the Licensor's Assets 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.

## ARTICLE 22 - EARLY TERMINATION

### Early Termination by Licensor

22.1 Notwithstanding that none of the events specified in Article 17 or Article 18 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 22.2 and 22.3, have the right to terminate the License/this Agreement earlier than the License Period specified in Article 2.2 (**"Early Termination"**) for reasons of national security, national emergency or general public interest.

### Notice of Early Termination

22.2 The Licensor shall issue a written notice of not less than 3 (three) Months of the intended Early Termination, to the Licensee specifying therein in reasonable detail the reasons for the Early Termination and expressing its readiness to take over whole of the Licensee's undertaking in accordance with the provisions of Article 22.3.

### Take over of Assets and Liabilities

22.3 On or before the expiry of the period of notice of intended Early Termination issued by the Licensor pursuant to Article 22.2, 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 fair value of the total Equity of the Licensee at that point in time, assuming that the Licensee is a going concern, and considering a suitable rate of return on the Equity of the Licensee for the residual License period for which the Licensee would have operated the Project, had the Early Termination not occurred. The suitable rate of return on Equity and the fair value of the total Equity shall be computed by an internationally approved Valuer appointed jointly by the Licensee and the Licensor and shall take into account the prevailing rates of return available on comparable risk investments in the country at that point in time;

ii) The total Debt Due to Lenders at the time of Termination, if any; and

iii) 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.

22.4 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 Termination. 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, in which case the compensation payments to the Licensee shall exclude payments for Debt Due.

22.5 Simultaneously with the payment as aforesaid by the Licensor, the Licensee shall hand over/transfer vacant and peaceful possession of Licensor's Assets and the Project Facilities and Services. The Licensee shall also (i) deliver to the Licensor the documents, manuals and records referred to in Article 21.2 (iii) transfer technology and up-to-date know-how as per Article 21.2(iv) transfer/ cause to be transferred Project Contracts in accordance with Article 21.2(v) and comply with all the formalities in connection therewith. The cost of such transfer shall be borne by the Licensor.

**Early Determination due to Governmental Action**

22.6 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 (hereinafter referred to as "Early Determination").

22.7 Upon Early Determination of this Agreement pursuant to the preceding Article 22.6, the Licensee shall be entitled to receive from the Licensor compensation as provided in Article 22.3. Such compensation shall be paid to the Licensee within 30 Days from the date this Agreement is deemed to be determined. The provisions of Articles 20.7 and 20.8 shall to the extent relevant apply to the compensation payable by the Licensor to the Licensee pursuant to this Article 22.7.

22.8 Upon payment of compensation to the Licensee in accordance with the provisions of the preceding Article 22.7, 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 agree and undertake that in such an event it shall assign all its right title and interest in the amount if any receivable by it from the Government Authority in favour of the Licensor to enable Licensor to receive the amount in its name directly from the Government.

## ARTICLE 23 - DISPUTE RESOLUTION

### Amicable Settlement

23.1 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 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.

### Assistance of Expert

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

### Arbitrators

23.3 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.

### Place of Arbitration

23.4 The place of arbitration shall be the headquarters of the Licensor in India, namely Mumbai.

**English Language**

23.5 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.

**Procedure**

23.6 The procedure to be followed within the arbitration, including appointment of arbitrator / arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

**Enforcement of Award**

23.7 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 Applicable Laws, 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.

**Fees and Expenses**

23.8 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 Party.

**Performance during Arbitration**

23.9 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.

## ARTICLE 24 - REPRESENTATIONS AND WARRANTIES

### Mutual Representations and Warranties

24.1 Each Party represents and warrants to the other Party that:

i) It is duly organised, validly existing and in good standing under the laws of the jurisdiction of its incorporation/establishment;

ii) It has full power and authority to execute, deliver and perform its obligations under this Agreement;

iii) It has taken all necessary action to authorise the execution, delivery and performance of this Agreement;

iv) This Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof; and

v) 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.

### Waiver of Sovereign Immunity

24.2 Each Party hereto unconditionally and irrevocably:

i) 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;

ii) 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 (hereinafter referred to as the "**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

iii) 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 (ii) above.

**Recognition of Lenders' Rights**

24.3 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.

24.4 Lenders may exercise the rights of step-in or substitution as provided in the Substitution Agreement to be entered into among the Licensee, the Licensor and the Lenders in the form set forth in Appendix 29, provided that the Person substituting the Licensee shall be deemed to be the Licensee under this Agreement and shall enjoy all rights and be responsible for all Obligations under this Agreement as if it were the Licensee. Provided, however that in the event of such step-in or substitution, an additional Remedial period of 60 days shall be provided by the Licensor to enable the Licensee to cure any breach or default subsisting on the day of such step-in or substitution.

## ARTICLE 25 - LIABILITY & INDEMNIFICATION

**Indemnification by Licensee**

25.1 The Licensee shall indemnify and keep indemnified and otherwise save harmless, the Licensor, its agents and employees, from and against all 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 acts, deeds or thing done or omitted to be done by 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 duty 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 Assets and/or construction, operation and maintenance of the Project Facilities and Services.

25.2 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:

i) It arose from a claim made outside India; and

ii) It was caused by any act or omission of the Licensor and/or any of the Licensor's Contractors, agents, representatives or the failure of the Licensor and/or any of the Licensor's Contractors, agents, representatives to take reasonable steps to mitigate that loss, damage, death or injury.

25.3 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 and/or any of 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 not limited to the Insurances).

**Assertion of Claims**

25.4 Each party shall notify the other party promptly of its entitlement, and intention, to make any claim for indemnification pursuant to this Article 25 within three months of occurrence of the event.

**Defence of Claims**

25.5 The person indemnified which exercises its rights under Article 25.2(i) shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the person indemnifying (which consent shall not be unreasonably withheld or delayed).

25.6 Any person indemnified which exercises its rights under Article 25.2(i) shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such person indemnified when and as incurred, unless:

i) The employment of counsel by such person indemnified has been authorised in writing by the person indemnifying;

ii) The person indemnified shall have reasonably concluded that there may be a conflict of interest between the person indemnifying and the person indemnified in the conduct of the defence of such action;

iii) The person indemnifying shall not in fact have employed independent counsel reasonably satisfactory to the person indemnified to assume the defence of such action and shall have been so notified by the person indemnified; or

iv) The person indemnified shall have reasonably concluded and specifically notified the person indemnifying either that there may be specific defences available to it which are different from or additional to those available to the person indemnifying or that such claim,

action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement.

25.7 Provided that if Articles 25.1, 25.3, 25.6(iv) apply, counsel for the person indemnified shall have the right to direct the defence of such claim, action, suit or proceeding on behalf of the person indemnified and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses under this Article 25.

25.8 Any person other than the Parties seeking the benefit of the indemnity provided pursuant to this Article 25 must acknowledge, on request and in writing to both Parties to this Agreement that, in consideration of receiving such indemnity, such person is bound by the terms of this Article25.

**Consequential and Indirect Losses**

25.9 Except as required by this Article 25 neither Party shall be liable to the other Party in contract, tort, warranty, strict liability or any other legal theory for any indirect, consequential, incidental, punitive or exemplary damages and neither Party shall have any liability to the other Party except pursuant to, or for breach of, this Agreement Provided that this provision is not intended to constitute a waiver of any rights of one Party against the other with regard to matters unrelated to this Agreement.

## ARTICLE 26 - MISCELLANEOUS PROVISIONS

**Datum**

26.1 The datum to which all levels shall be referred for the purpose of the Project is the Chart Datum (0.000) which is 2.51 m below mean sea level.

**Survival of Obligations**

26.2 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 License 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 License Period by efflux of time or otherwise in accordance with the provisions of this Agreement shall survive the expiry of the License Period/ termination of this Agreement.

**Articles to survive Termination**

26.3 The provisions of Articles 19 to 25 shall, to the fullest extent necessary to give effect thereto, survive the License 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.

**Joint Responsibility**

26.4 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.

**Several Obligations**

26.5 Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency or joint venture among the Parties and Parties shall be liable to perform their respective duties and discharge

their respective liabilities or obligations in accordance with the Provisions of this Agreement.

**Separability**

26.6 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 License Period, by any competent arbitral tribunal or court, such provisions shall be fully separable and this License 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. The Parties endeavour to agree on the revised provision of similar meaning and impact that would be legal and valid.

**Notices**

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

**The Licensor**
CHAIRMAN
Mumbai Port Trust,
Port House,
Ballard Estate, Mumbai.
Fax No: +91 22 2261 1011

**The Licensee**
CHIEF EXECUTIVE OFFICER
Indira Container Terminal Private Limited
Gammon House, Veer Savarkar Marg,
Prabhadevi
Mumbai 400 025
Fax No. +91 22 6661 4025

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 recognised 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.

**Waiver**

26.8 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 Articles 26.7 and 26.9 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.

**Amendments, Modifications and Other Alterations**

26.9 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.

**No Agency**

26.10 Neither Party shall and each shall procure that its directors, officers and employees in that capacity, shall not, represent itself or otherwise hold itself out as an agent or other representative of the other Party or otherwise hold itself out as having any authority to bind of the other of them unless such person is validly authorized to do so.

**Governing Law**

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

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement on the dates indicated next to their signatures below:

| Witness By : | MUMBAI PORT TRUST<br>By : |
|---|---|
| **SHRI U.M.SURYAVANSHI**<br>Chief Engineer<br>Mumbai Port Trust<br><br>Date :<br>Place : Mumbai | **SHRI ASHOK KUMAR BAL**<br>Deputy Chairman<br>Mumbai Port Trust<br><br>Date :<br>Place : Mumbai |

| Witness By : | **INDIRA CONTAINER TERMINAL Pvt. Ltd**<br>By : |
|---|---|
| **SHRI RAJIV NEGANDHI**<br>Company Secretary & CFO<br>Indira Container Terminal Private Limited<br><br>Date :<br>Place : Mumbai | **SHRI PARVEZ UMRIGAR**<br>Director<br>Indira Container Terminal Private Limited<br><br>Date :<br>Place : Mumbai |
| | By :<br><br>**DR. ANTONIO P. PASSARO**<br>Chief Executive Officer<br>Indira Container Terminal Private Limited<br><br>Date :<br>Place : Mumbai |

## APPENDIX-1

## PROJECT

1.1 Mumbai Port is a major seaport situated on the western coast of India at latitude 18°54' N and longitude 72°49' E. The port is linked to all parts of India by rail and road. Mumbai is having both domestic and international airports, which are well connected, to major national and international destinations. Mumbai Port is a Major Port governed by the Major Port Trust Act, 1963 (Act No.38 of 1963), under Ministry of Shipping, Roads Transport and Highways, Govt. of India.

1.2 The Projects envisages:

i) Management and operation of Ballard Pier Station container terminal, in terms of the License Agreement and for that purpose carrying out all such works and providing, operating and maintaining all such equipment as may be required ("The BPS Project"); and

ii) Development, design, financing, construction, equipment operation and maintenance of offshore berths and container Terminal and provision of the Project Facilities and Services that are required to be provided therein in accordance with the License Agreement. ("The OCT Project").

**Broad details of the Project**

i) ***Ballard Pier Station Project (BPS)***

a) The existing BPS Container Terminal will be handed over to the Licensee for operation and management for a period of 5 years from the date of signing of License Agreement or 2 years from date of commissioning of OCT, whichever is earlier. The length of the berth is 243 m and depth at the berth is -10 m CD;

b) The container yard having 515 ground slots will also be handed over to the Licensee;

c) The Licensee shall take over the existing equipment at BPS as stated in Appendix 3B.The Licensee shall have the option to use existing equipment or can bring in his own equipment; and

d) The Licensee shall be permitted to shift all the New equipment ie. QGCs and RTGs brought by them at BPS to OCT. Other equipment at BPS shall also be allowed to be shifted to OCT. Provided the same is over and above the minimum new equipment to be brought at the OCT.

e) Additional area for container yard for handling BPS traffic will be made available to the Licensee at West yard, approximately measuring 2ha..-

ii) ***Offshore Container Terminal Project (OCT)***

a) Construction of Offshore Container berths designed to handle vessels of 6000 TEUs and above of quay length not less than 700 m in the first stage and further 350 m length as the traffic builds up;

b) Filling up Prince's and Victoria docks;

c) Development of Container stack yard;

d) Procurement of equipment such as QGCs, RMGCs, RTGs etc as per Appendix 4;

e) Providing ancillary facilities such as firefighting, Electrical sub stations, etc,

f) Capital dredging to levels of –16m CD and –13.5m CD for alongside the berth and approach channel respectively and maintenance dredging for 14.5 m draft vessels,

g) Demolition of existing structures in the Licensed premises affected by the project and which are not required by the Licensee; and

h) Development of rail container depot.(RCD)

The works of capital dredging and maintenance dredging, filling up of Prince's and Victoria Docks (if Licensee does not opt to fill), laying of

railway tracks for RCD and demolition of existing structures shall be carried out by the Licensor. Road and rail network improvements shall be carried out by the Licensor.

Project Facilities and Services are briefly explained in Appendix 4.

# APPENDIX 2

## MEMORANDUM OF UNDERSTANDING

**(As submitted by the Consortium along with the Bid.)**

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

General Stamp Office, Mumbai

Date

S.V. No.

महाराष्ट्र MAHARASHTRA

W 871282

15 JUN 2006

Postal Office

12 JUN 2006

क्र. ५९२७ दिनांक

विक्रेता सौ. ज्योती प्र. दुआ

६, खोडांजी चाळ नं.-३, वासुदेव पेडणेकर मार्ग,

नाना हॉस्पिटल जवळ मुंबई-१२

GAMMON INDIA LIMITED

श्री/श्रीमती.

यांस न्यायिकेतर मुद्रांक पेपर विकला.

S.V. No. 205

स्टॉप नंबर

परळ, मुंबई

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered on this the 7th. day of November 2006, by and between:

1. **DRAGADOS SERVICIOS PORTUARIOS Y LOGISTICOS S.L.**, a company organized and existing under the laws of Spain and having its registered office at Avda. De Tenerife 4-6, 28700, San Sebastian de los Reyes, Madrid (hereinafter referred to as '**DRAGADOS**', which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), of the **FIRST** Part;

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2. **GAMMON INDIA LIMITED,** a company incorporated in India under the provisions of the Companies Act, 1913 and having its registered office at Gammon House, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 025, India (hereinafter referred to as **'GIL'**, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), of the **SECOND** Part; and

3. **GAMMON INFRASTRUCTURE PROJECTS LIMITED,** a company incorporated in India under the provisions of the Companies Act, 1956 and having its registered office at Gammon House, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 025, India (hereinafter referred to as **'GIPL'**, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), of the THIRD Part;

DRAGADOS, GIL and GIPL are hereinafter individually referred to as "**the Party**" and collectively "**the Parties**". Terms used in the MoU but not defined, shall have the same meaning as assigned to them in the RFP Document.

**WHEREAS:**

a. The Board of Trustees of Port of Mumbai (**'MbPT'**) being desirous of constructing two offshore container berths and development of container terminal on build, operate and transfer (**'BOT'**) basis for a period of 30 (thirty) years (**'License Period'**) in Mumbai harbour (**'Project'**) issued the Request for Qualification document (hereinafter referred to as the "**RFQ Document**") inviting applications in order to shortlist competent applicants to bid for the Project.

b. DRAGADOS, GIL and GIPL formed the consortium (**'Consortium'**) for exclusively collaborating with each other for the Project and submitted a joint RFQ application (**'RFQ Application'**) to MbPT for the Project. MbPT has, vide its Letter ref. no. CE.CF.226 (CTP) / 2109 dated 23rd. June 2005, confirmed the successful qualification of the Consortium. Subsequently, MbPT has issued the Request for Proposal document (hereinafter referred to as the "**RFP Document**") inviting proposals from the qualified bidders (including the Consortium) for the Project.

c. The Consortium desires to submit its proposal (hereinafter referred to as the "**Proposal**") for the Project to MbPT and in the event of the Proposal being accepted by the MbPT, the Consortium shall incorporate a joint venture company under the Companies Act, 1956, including all amendments thereto from time to time (hereinafter referred to as the "**Project Company**"), which shall enter into the License Agreement (hereinafter referred to as the "**License Agreement**") with MbPT for the implementation of the Project, in terms with the RFP Document.

d. The Consortium now desires to exclusively collaborate with each other and submit the Proposal to MbPT for the Project.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AND STATE THEIR INTENT AS FOLLOWS:**

**1.0 PURPOSE**

1.1 DRAGADOS, GIL and GIPL agree to submit the Proposal, in the name of the Consortium, by exclusively collaborating with each other, and if the Proposal is accepted by MbPT, to take up the implementation of the Project, in terms with the RFP Document.

1.2 DRAGADOS, GIL and GIPL agree to suitably complement and supplement the technical, financial and managerial capabilities/capacities of each other for the purpose of successful bidding and execution of the Project by the Consortium.

**2.0 CO-OPERATION IN GOOD FAITH**

2.1 The Parties hereby agree to co-operate and act in good faith, fairness and equity as between themselves. The intention of the Parties in entering into this MoU is to synergise and exploit each other's experience & expertise in their respective fields for mutual benefit and ensuring the submission of a successful Proposal, and thereafter, the implementation of the Project.

2.0 The Parties therefore undertake to extend their fullest co-operation to each other and furnish all the information, documents whatsoever required by MbPT for and to ensure successful submission of the Proposal, including but not limited to furnishing the necessary powers of attorney to sign the Proposal document, powers of attorney in favour of the Lead Member, authorizations etc.

## 3.0 PROJECT EXECUTION PLAN

3.1 In the event of the Consortium being awarded the Project, the Parties shall incorporate the Project Company under the Companies Act 1956 and all amendments thereto from time to time. The Project Company shall enter into the License Agreement with MbPT.

3.2 The Project Company shall take up the implementation of the Project, in terms with the provisions / requirements of the License Agreement.

3.3 Notwithstanding anything herein contained, in case of award of the Project to the Consortium, DRAGADOS, GIL and GIPL shall be jointly and severally responsible to MbPT for the implementation of the Project

## 4.0 ROLES AND RESPONSIBILITY OF CONSORTIUM MEMBERS

The roles and responsibilities of the Parties shall be as follows;

4.1 GIL shall be responsible for the entire civil construction works for the Project;

4.2 The Consortium / Project Company shall finalise an equipping plan and carry out all the necessary procurements towards the entire equipping of the Project, as mutually agreed between the Parties.

4.3 DRAGADOS shall provide the entire container terminal operating services to the Project for a pre-agreed fee, payable by the Project Company.

4.4 GIL / GIPL shall render the following services to the Project Company;

a. Local support and liasoning;

b. Assistance towards achievement of Financial Closure (defined hereinafter); and

c. Back office services.

For the aforesaid services under this clause, GIL / GIPL shall be paid a pre-agreed fee by the Project Company.

## 5.0 MEMBERS, EQUITY CONTRIBUTIONS AND DEBT TIE-UP

### 5.1 Lead Member / Members of the Consortium

The Parties designate GIL as the Lead Member (hereinafter referred to as the "**Lead Member**") and DRAGADOS and GIPL as the two members of the Consortium (hereinafter referred individually referred to as the "**Member**"). DRAGADOS and GIPL undertake to submit all such authoristions, power of attorney(s) as may be required for evidencing GIL's appointment as the Lead Member of the Consortium.

### 5.2 Equity Shareholding of Consortium Members in the Project Company

(i) In accordance with the requirements of the RFQ Document and the RFP Document issued by MbPT, DRAGADOS, GIL and GIPL commit that their minimum shareholding in the paid up equity capital of the JVC shall be as follows:

(a) GIL as the Lead Member commits to hold atleast 26% of the paid up equity share capital of the Project Company until expiry of 3 (three) years of operations from the date of commercial operation of OCT.

(b) In terms with clause 3.8.2 (a) and (b) of the RFQ Document, DRAGADOS commits to hold atleast 26% of the paid up equity share capital of the Project Company until expiry of 3 (three) years of operations from the date of commercial operation of OCT.

(c) DRAGADOS, GIL and GIPL commit to hold atleast 51% of the paid up equity share capital of the Project Company until expiry of 3 (three) years of operations from the date of commercial operation of OCT.

(d) Unless permitted by MbPT, GIL, GIPL and DRAGADOS commit to directly invest and hold the required shares in the equity share capital of the Project Company.

### 5.3 Debt Tie-up for the Project

(i) The Parties shall be jointly responsible for the tie-up of the long-term debt for the Project (hereinafter referred to as the "**Financial Closure**"). If required, the Parties shall provide such guarantees, securities, and

undertakings, as may be required by the lenders of the Project, for the purposes of the Financial Closure.

## 6.0 PRECEDENCE OF RFP DOCUMENT

6.1 The Parties agree and undertake to comply with all the requirements as per the RFP Document. In case of any conflict between the provisions of the RFP Document and this MoU, the provisions of the RFP Document shall prevail. The Parties further agree that to the extent such provisions of the RFP Document, as are required to be included in this MoU but not included herein, the same shall be deemed to be incorporated and forming a part of this MoU.

## 7.0 EXPENSES DURING PROPOSAL STAGE

7.1 Each Party shall bear its own costs and expenses during Proposal stage. The Consortium may agree to share any third party expenses that would mutually benefit the Consortium, in which case DRAGADOS, GIL and GIPL shall mutually agree on a cost sharing arrangement before the Consortium incurs such expense.

## 8.0 EXCLUSIVITY

8.1 DRAGADOS, GIL and GIPL shall co-operate throughout the duration of this MoU on an exclusive basis. Neither Party shall in any event, without the prior written consent of the other, participate in the Project by joining other bidders as a member, contractor, operator, subcontractor, agent or in any other capacity.

8.2 The Parties shall ensure that their respective affiliate companies shall also be bound by the principles of exclusivity as contained herein.

8.3 The provisions of this clause shall survive the termination / expiry of this MoU.

## 9.0 CONFIDENTIALITY

9.1 The Parties agree and undertake that any and all information including but not limited to technical data, specifications, financial & business related details etc. (hereinafter referred to as "**Confidential Information**") that may be disclosed by one Party (hereinafter referred to as "**Disclosing Party**") to the other Party (hereinafter referred to as "**Receiving Party**"), shall be maintained as strictly confidential by the Receiving Party and shall not be disclosed by the Receiving

Party to any person, firm or corporation without the prior written consent of the Disclosing Party.

9.2 The provisions of this clause shall not apply to the Confidential Information which;

(i) at the time of the disclosure by the Receiving Party, is in the public domain provided that the Confidential Information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those people to whom it might be of commercial interest and a combination of two or more items of the Confidential Information shall not be deemed to be generally available to the public by reason only of each of separate item being so available; or

(ii) after such disclosure becomes generally available to the public other than by reasons of breach of this MoU; or

(iii) was lawfully in the Receiving Party's possession prior to such disclosure, as evidenced by its written records; or

(iv) becomes available to the Receiving Party on a non-confidential basis from a source other than from the Disclosing Party, provided that such source is not to the Receiving Party's knowledge bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to the Disclosing Party; or

(v) is explicitly approved for release by a written authorization of the Disclosing Party; or

(vi) is required to be disclosed by the Receiving Party to a court of competent jurisdiction or any appropriately empowered governmental agency. As soon as any such authority makes such a demand/order, then, in good faith, the Receiving Party shall inform the Disclosing Party by giving an immediate notice.

9.3 The Parties further agree that this MoU shall also be treated as Confidential Information.

9.4 The provisions of this clause shall survive the termination / expiry of this MoU.

NOTARY

which may be substituted for such invalid, illegal or unenforceable provision.

## 11.0 REPRESENTATIONS AND WARRANTIES

11.1 DRAGADOS, GIL and GIPL represent and warrant that:

(i) Each is a legal entity duly organised and validly existing under the laws of the jurisdiction of its incorporation and has full power and authority to consent to and in case awarded the Project, undertakes to validly consent to and request MbPT to enter into the License Agreement with the Project Company and agrees to unconditionally accept the terms and conditions set forth in the License Agreement;

(ii) Each has all the necessary power and authority to execute and deliver this MoU. The execution and delivery of this MoU has been duly and validly authorised and no proceedings on their part are pending to authorise execution of this MoU;

(iii) The execution and delivery of this MoU does not and will not; (i) contravene any provisions of the respective Memorandum and Articles of Association; (ii) result in a default, breach or contravention of any conditions or provisions of any material document or obligation to which it is a party; or (iii) violate any law, order, writ, judgement, injunction, decree, statute, ordinance, rule or regulation applicable to it;

(iv) The recitals to this MoU are true and accurate in so far as the recitals relate to the Parties and form an integral part of this MoU;

(v) The Parties hereto confirm the enforceability of these presents inter-se;

(vi) Each Party has read and understood the RFP Document and each Party confirms that it is qualified and eligible to be a 'Member' of the Consortium and that it has not been barred by the MbPT from participating in its projects, (Public-Private participation or otherwise).

(vii) Nothing herein contained creates / grants a right for any Party to use the name, trademark or logo script of the other Party or the name of any of such other Party's affiliate(s) without its prior written consent.

## 12.0 GOVERNING LAW & COMPETENT JURISDICTION

12.1 This MoU shall be subject to and construed in accordance with the laws of the India. Subject to Clause 13.0 below of this MoU, the Parties hereby submit for all purposes in connection with this MoU to the exclusive jurisdiction of the courts in Mumbai, India.

12.2 This clause shall survive the termination / expiry of this MoU.

## 13.0 DISPUTE RESOLUTION

13.1 In the event of any claim, dispute or difference arising out of or in connection with the interpretation or implementation of this MoU, or out of or in connection with any breach, or alleged breach of this MoU ('**Dispute**') between the Parties hereto, then the Parties hereby agree to refer such Dispute to arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 or any statutory modification or re-enactment thereof for the time being in force (the "**Arbitration Act**"). Either Party to the dispute shall be entitled to apply to the appropriate court in Mumbai, India for interlocutory relief in respect of or during the pendency of the arbitration. The arbitration shall be held at Mumbai in the following manner.

(i) All proceedings in any such arbitration shall be conducted in English.

(ii) There shall be three (3) arbitrators, all of whom shall be fluent in English. Within fifteen (15) days of the reference of the Dispute to arbitration, the Party raising the Dispute and making the reference to arbitration shall appoint one arbitrator and the other Party shall appoint the other arbitrator. The third arbitrator shall be appointed by the two (2) appointed arbitrators within (30) thirty days of the appointment of the last arbitrator.

(iii) The arbitration award made by all or a majority of the arbitrators shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.

(iv) The provisions of this Clause 13.0 shall survive the termination / expiry of the MoU.

## 14.0 ENTIRE AGREEMENT

14.1 This MoU shall constitute the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes all prior agreement and understanding between the Parties for the Project, whether express or implied. No amendment to this MoU shall be valid and binding on the Parties unless the same is in writing and duly signed by authorized signatory of the respective Parties.

14.2 DRAGADOS, GIL and GIPL agree and undertake to amend the MoU to the extent the provisions / requirements of the RFP Document need to be incorporated in the MoU for the purpose of successful Proposal submission by the Consortium.

## 15.0 NOTICES AND LANGUAGE

15.1 Any notice required to be given by one Party to the other Party and all other communications, documentation etc. to be given under this MoU shall be given in writing and in English language, by personal delivery or facsimile transmission at the following addresses or as may be communicated in writing by either Party to the other from time to time:

**If to DRAGADOS:**
Mr. Alfredo Duro Olivares (Director of Terminals)
Julian Camarillo, 6A-2.°
28037, MADRID, SPAIN

Tel: +34 91 4362683
Fax: +34 91 5782846
E-Mail: aduro@acs-syc.com

**If to GIL:**
Mr. Vijay Agarwal (Constituted Attorney)
Gammon India Limited
Gammon House
Veer Savarkar Marg
Prabhadevi, Mumbai 400 025,
India

Tel: +91-22-66614194
Fax: +91-22-66614025
E-Mail: vja@gammonindia.com

If to GIPL:
Mr. Parvez Umrigar (Managing Director)
Gammon Infrastructure Projects Limited
Gammon House
Veer Savarkar Marg
Prabhadevi, Mumbai 400 025,
India

Tel: +91-22-66614055
Fax: +91-22-66614025
E-Mail: pu@gammonindia.com

## 16.0 VALIDITY OF THE MEMORANDUM OF UNDERSTANDING

16.1 This MoU shall automatically be terminated on the date of the occurrence of the earliest of any one of the following events:

(i) The Proposal of the Consortium being rejected by MbPT;

(ii) The Parties mutually agreeing to terminate the MoU for any reason whatsoever;

(iii) A resolution for winding up of either of the Parties is passed or a Party goes into receivership or liquidation or has a receiver or official liquidator appointed in respect of all or substantially all of that Party's property; or

(iv) The Project being cancelled by MbPT.

For avoidance of doubt, DRAGADOS, GIL and GIPL agree that upon award of the Project to the Consortium, this MoU shall be co-terminus with the License Agreement.

16.2 The validity of the MoU may be suitably extended by such period(s) as may be mutually agreed between the Parties in writing.

16.3 This MoU is drawn in 4 (four) original copies, a copy each for the Parties hereto and one copy for submission to MbPT along with the Proposal, with equal legal strength and status.

**IN WITNESS WHEREOF** the Parties have caused the execution of this Memorandum of Understanding by their duly authorised representatives.

**For DRAGADOS SERVICIOS PORTUARIOS Y LOGISTICOS, S.L.**

**Signature** : ----------

Name : ELIAS G. GARCIA

Designation : DULY AUTHORISED REPRESENTATIVE

**Witness** : (KSHITIZ BHASKER)

**For GAMMON INDIA LIMITED**

**Signature** : ----------

Name : VIJAY AGARWAL

Designation : AUTHORISED REPRESENTATIVE

**Witness** : (KSHITIZ BHASKER).

**For GAMMON INFRASTRUCTURE PROJECTS LIMITED**

**Signature** : ----------

Name : PARVEZ UMRIGAR

Designation : MANAGING DIRECTOR

**Witness** : (KSHITIZ BHASKER)

**ATTESTED BY ME**

NATVARLAL P. SONCHHATRA

B. Sc. (Hons) L.L.B

NOTARY GREATER BOMBAY

07/11/06

# APPENDIX – 3

## LICENSOR'S ASSETS

## APPENDIX- 3A (I)

## OCT PROJECT SITE

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

- A water frontage required for the commencement of construction of OCT Project shall be made available to the Licensee after the payment and realisation of Upfront Payment;

- About 35 hectares of land area will be made available initially at rates as detailed in Article 11 for the OCT development. This includes the Prince's and Victoria Dock basin measuring about 22 hectares, which is required to be filled up. The areas shall be handed over to the Licensee as per Project Schedule stated in Appendix 5. Licensee shall have the option to fill the basins themselves, in which case the entire area of 35 hectares shall be handed over to the Licensee immediately. In case the filling of the Prince's and Victoria Dock basins is to be done by the Licensor, the said area shall be handed over to the Licensee as per Project Schedule shown in Appendix 5 after completion of filling by the Licensor; and

- The Licensee can make use of the existing structures at the Licensed Premises and identify the structures, which they are willing to takeover. Thereafter the other structures affected by the Project shall be demolished by the Licensor upto the ground level and handed over to the Licensee for development of container yard.

- The Licensor shall ensure that only those underground services affecting the OCT project will be diverted by the Licensor in consultation with the Licensee.

- On request from the Licensee, the working area for casting yard can be provided by the Licensor at Haybunder for a maximum period of 3 years . Area admeasuring upto 3000 sq. m shall be provided free of cost. Additional requirement of area shall be considered on payment at the rate of Rs. 1.50 per sq.m per day or as amended from time to time.

## APPENDIX- 3A (II)

## BPS PROJECT SITE AND ASSETS

### Main Project Site

The BPS Project Site and assets being licensed to the Licensee are as under:

- Berth 243 m length;
- Container Parking Yard comprising of 515 ground slots for stacking containers under the Rubber Tyred Gantry (RTG); and
- Power supply for terminal operator at BPS.
- Equipment at BPS other than Licensor's Equipment as at Appendix 3B.

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

- Power supply for Quay Cranes is from Substation no. SH16 at Ballard Pier with two separate feeders having 6600 volts, 3 phase 50 Hz voltage. There are four lighting towers for yard lighting. The electric power supply to these towers are fed from the substation SH 16.T energy meter to be provided for measuring the energy consumption.
- 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 the BPS, 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 Mumbai Port Trust.
- The Licensed premises as shown in Drawing no. 33/2005 shall be released to the Licensee on payment of License fees as stated in Article 11.

### Demarcation of BPS Container Terminal area

The BPS area is contiguous with the BPX area. A temporary barricade shall be provided by the Licensee to clearly demarcate the BPS container yard area, admeasuring approximately 22,000 sq. m, which will be handed over to the

Licensee. In case of any eventuality such as fire, etc., the Licensor shall be free to remove this barricade for facilitating easy rescue operations. The existing road will be common to both Licensee and Licensor. Office space to the tune of 150 sq. m, at existing container terminal building will be provided to the Licensee at a License Fee of Rs. 1980 per sq. m. per annum.

**Additional Land for operating the BPS Terminal**

Additional land area required for the augmentation of the BPS Terminal facilities will be made available, on license basis. The container stackyard at Westyard measuring approximately 2 hectares will be made available. The handing over of the area will be made according to the Licensee's requirement, which may be in commensurate with the traffic build up.

## APPENDIX –3B

## LICENSOR'S EQUIPMENT

The details of the Licensor's Equipment at BPS which will be handed over to the Licensee on making Upfront Payment .

| Sr No | Equipment | Quantity | Year Manufactured | Manufacturer | Engine Manufacturer | Type & Manufacture of Drives | Spreader Type & Manufacturer | Rated Capacities |
|---|---|---|---|---|---|---|---|---|
| 1 | Quay Side Gantry Crane | 1No | 1984 | M/s.Sumohito Heavy Industries, Japan | Motor Generator Set | DC Drive Ward Leonard System, Maiden Sha Electric Man co.Ltd, Japan make. | 20'/30'/ 45' Telescopic type Sumohito Make | 35.5 Ton |
| 2. | Quay Side Gantry Crane | 1No | 1987 | M/s Braihwaite &Co.Ltd.India | Motor Generator Set | DC Drive Ward Leonard System, Seimens Make | 20'/30'/ 45' Telescopic type Krup, Germany make | 35.5 Ton |
| 3. | R T G Cranes | 3 Nos. | 1982 | M/s.Hitachi, | NT-855-G Engine 312 HP Cummins Make | Yaskawa, Japan Make D.G.Set | 20'/40' Telescopic type, Hitachi Make | 35.5 Ton |

## APPENDIX-4

## PROJECT FACILITIES & SERVICES

## PROJECT REQUIREMENTS

The minimum project requirements at the "BPS Project" and "OCT Project" are as given below:

### 1. BPS PROJECT

**1 Operating and managing the existing terminal including augmentation of facilities**

The existing BPS facilities including berth, stacking areas, internal roads, etc. as detailed in Appendix 3 A (ii) of the License Agreement and indicated in Drawing No. 33 /2005 annexed hereto, will be licensed. The Licensee is required to manage, maintain and operate BPS berth for period upto 5 years from Date of Award of License or 2 years from the date of commissioning of OCT, whichever is earlier. The BPS berth shall be properly developed and equipped to meet the requirements of growing traffic needs and in any case to be capable of handling an annual Throughput of not less than 1,50,000 (One hundred & Fifty thousand) TEUs at the end of the second year. The Licensee shall take over the existing BPS equipment of the Licensor as listed out in Appendix 3B on making Upfront payment of Licensee shall be permitted to shift all the new equipments i.e. QGCs and RTGs brought by them at BPS to OCT. Other equipment at BPS shall also be allowed to be shifted to OCT provided the same is over and above the minimum new equipment as specified in Para 2.1.3.4 of this Appendix..

### 1.2 Repairs and maintenance facilities at BPS Berth

The facilities including stacking areas, drainage system and electrical facilities at BPS Terminal excluding power supply system upto the terminal feeder point, fendering system, bollards on this berth, 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 BPS in accordance with the terms of the License 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. The Licensee shall, 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 License Period.

## 2. OCT PROJECT

The Licensee shall develop the facilities and provide the services at OCT such that subject to the provisions of the License Agreement, the Licensee shall generally perform and achieves productivity as per standard International Norms.

### 2.1 Commencement of Construction

The Licensee shall commence the construction works at the OCT any time after the date of award of license, subject to the provisions of the License agreement, but not later than 8 months from the date of award of license.

### 2.1.2 Completion of construction and commencement of commercial operation

On or before 36 months from the date of award of license subject to the provisions of the License agreement.

### 2.1.3 Minimum facilities

The minimum Project Facilities and Services to be provided at OCT are as detailed below:

*2.1.3.1Berth length, Approach Trestle, and Capacity*

At the time of commencement of commercial operations at OCT, berth length not less than 700 metres and minimum width of 58 metres 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, etc., commensurate with the traffic. However, the Licensee shall be allowed to start operation as per Article 7.3 of License Agreement. The berth shall be designed to receive vessels of capacity upto 6000 TEUs. Two RCC Approach Trestles of length appr.1100m and width 12m connecting the berths shall be constructed. The trestle shall be designed corresponding to IRC Class A or AA or 70R truck loading or a uniformly distributed live load of 1.5 Tonnes/sq.m whichever produces the most severe effect.

*2.1.3.2Container yard*

About 35 hectares of developed land, which includes the Prince's and Victoria Dock basins of about 22 hectares will be made available to the Licensee. The Licensor or the Licensee (in case Licensee opts to fill up the basin) shall fill up the basins with intent to achieve safe bearing capacity of 10 T/Sq mtrs (CBR-6) and the Licensee shall provide the pavement for development of the full scale container yard including development of Rail Container Depot sidings. Balance 10 hectares of developed land will be handed over to the Licensee only after the Licensee construct Third Berth. The Licensor shall provide rail tracks in concrete pavement, and not on ballast.

*2.1.3.3Facility Augmentation- Construction of Third Berth*

Based on actual build-up of traffic, the Licensee shall augment the facilities and capacity of OCT by adding Third berth of 350m length and 65 m width and supporting equipment as required, to handle the actual traffic (hereinafter referred to as the **"Third Berth"**). The Licensee shall have exclusive Rights to construct the Third berth, and can exercise their option to construct, as provided in Article 8.9 of this Agreement.. The augmentation shall be planned and implemented in such a manner that at all time during the License Period, Productivity is maintained at internationally accepted norms.

*2.1.3.4Procurement of container handling equipment*

The Licensee shall procure the following minimum required new equipment as under:

a) 4 (four) QGCs capable of handling 6000 TEU's Design Vessels at the time of commissioning of berths and 2(two) more QGCs after achieving throughput of 6,00,000 (Six hundred Thousand only) TEUs in an Operating Year.

b) 12 (Twelve) RTGs at the time of commissioning of berths and 6 more RTGs after achieving throughput of 6,00,000 (Six hundred Thousand only) TEUs in an Operating Year.

c) 2 (Two) RMGs / RTGs for Rail Container Depot at the time of commissioning.

## 2.2 Other Infrastructure

The Licensee shall provide infrastructure facilities at the OCT such as:

(a) Electrical facilities;

(b) Fire Fighting/Water Supply;

(c) Parking area for tractor-trailer and port equipment;

(d) Operation/workshop buildings; and

(e) Adequate drainage.

These facilities have to be integrated into the overall layout for the new facilities proposed. The Licensee shall have the option to use the existing buildings in the Licensed Premises.

### 2.3 Repairs, Maintenance & Replacement of Facilities

The Project Facilities and Services for OCT and the OCT 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 part thereof, which may be lost, damaged or destroyed during the tenure of the License Period.

## 3. RAILWAY SIDINGS

The obligation of the Licensor is limited to providing railway connectivity to the OCT Project Site. The responsibility and arrangements for providing and operating the railway sidings shall be decided separately in consultation with the Central Railway, CONCOR, or other operating agencies. The operation of the RCD shall be in the scope of the Licensee.

## APPENDIX 5

## PROJECT SCHEDULE

The Licensee and Licensor agree and undertake to perform its obligation under this Agreement in accordance with or better than the respective Milestone Dates mentioned in the Project schedule set out here under :-

| Sr. No | Activity (Licensee's part of work) | Cumulative completion Period from date of signing Agreement |
|---|---|---|
| i) | Signing of License agreement. | Start |
| ii) | Financial Close. | 6 months |
| iii) | Commencement of construction at site. | 8 months |
| iv) | Completion of civil works & Commissioning of two berths at the OCT. | 36 months |

| Sr. No. | Activity (Licensor's part of work) | Completion of works and handing over the Assets (wherever applicable) to The Licensee – from the date of signing License Agreement |
|---|---|---|
| i) | Handing over of Site for trestle | Immediate |
| ii) | Already developed land at Princes and Victoria Dock of the Licensed premises for OCT. | Immediate |
| iii) | Completion of Capital dredging for the berth pocket and handing over to the Licensee for construction. | 15 Months |
| iv) | Filling of Victoria Dock and handing over to the Licensee. | 24 Months |
| v) | Filling of Prince's Dock and handing over to the Licensee. | 24 Months. |
| vi) | Completion of Capital dredging for Approach Channel and Turning Circle. | 34 Months. |
| vii) | Laying of Railway Tracks for RCD | 34 Months. |
| viii) | Road improvement works as per Article 7.7.(x) of the License Agreement | 34 Months |

## APPENDIX – 6

## TARIFFS

## APPENDIX – 6A
## LEVY OF TARIFFS

The present Scale of Rates relating to Cargo related charges and Vessel Related Charges effective from 1.12.2006 is annexed hereto as separate volume.

# MUMBAI PORT TRUST
# SCALE OF RATES as on 1-12-2006 G.No.-178

## CHAPTER - I

### 1.1. Definitions

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

(i). 'Vessel' includes any thing made for the conveyance mainly by water of human being or of goods and a caisson.

(ii). 'Coastal Vessel' shall mean any vessel exclusively employed in trading between any port or place in India to any other port or place in India having valid coastal licence issued by the competent authority.

(iii). 'Foreign-going Vessel' shall mean any vessel other than Coastal vessel.

(iv). 'Pleasure Yacht' means a ship howsoever propelled which is exclusively used for pleasure cruises and does not carry any passengers on a commercial basis.

(v). 'Telegraph Vessel' means a vessel equipped with machinery and gears for lifting, examining and laying sub-marine cables for overseas communications.

(vi). 'GRT' means Gross Registered Tonnage of vessel as per the Ship's Registry or the International Tonnage Certificate issued by the competent authorities or a declaration from Defence Authorities in respect of war ships/ Naval ships.

(vii) "Cold Move" shall mean the movement of the vessels without the main engines in operation.

(viii) "Reefer Container" shall mean a refrigerated container used for carriage of perishable goods with provision for electrical supply to maintain the desired temperature.

(ix). "Hazardous Container" shall mean a container containing hazardous goods as classified under IMO.

(x). "Transhipment" shall mean any cargo not originally manifested for the port of Mumbai, but landed at Mumbai and subsequently reshipped to other ports.

(xi). "Transhipment container" shall mean any container, which is discharged from one vessel, stored in the yard and transported by road, rail or by sea through other vessel.

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

(xiii). "Over dimensional container" shall mean a container carrying overdimensional cargo beyond the normal size of standard containers and needing special devices like slings, shackles, lifting beam etc. They also include damaged containers and other types which require special devices.

(xiv). "Shut out Container" shall mean a container which enters into the port as an export intake for a particular vessel (as indicated by the Vessel Identification Advice Number i.e. VIA No.) and is not connected to the particular vessel for reasons whatsoever.

(xv). "Demurrage" shall mean charges payable for storage of cargo within port premises beyond free period, as specified in the scale of rates.

(xvi) "Full Container Load" (FCL) shall mean a container containing cargo belonging to one consignee in the vessel's manifest.

(xvii) "Less than a Container Load" (LCL) shall mean a container containing cargo belonging to more than one consignee in the vessel's manifest.

(xviii). "Cruise Vessel" shall mean any vessel carrying passengers for an ocean trip taken for pleasure calling at ports and other than pleasure yachts.

(xix). "Month" shall be reckoned as 1st day (inclusive) of one month to the 1st day (exclusive) of the next month or from the 2nd day(inclusive) of one month to the 2nd day(exclusive) of the next month and so on. E.g.14th of January (inclusive) to 14th of February (exclusive) (i.e. a period of 30 days)

(xx). "Day" means a calendar day i.e. the period from the midnight of a day to the midnight of the following day.

(xxi). Vessel Completion Date (VCD) means the date on which import operations of the vessel is fully completed.

1.2. **General Terms and 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 or on filing of Coastal International General Manifest in Coastal Establishment Section of Customs Department.

(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.

(e). 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). All dollar denominated tariff will be recovered in Indian Rupees after conversion of charges in dollar terms into its equivalent Indian Rupees at the market buying rate notified by the Reserve Bank of India, State Bank of India or its associates or any other Public Sector banks as may be specified from time to time.

(b). The day of entry of the vessel into port limits shall be reckoned as the day for such conversion. In respect of charges on containers, the day of entry of the vessel in the case of import containers and the day of arrival of containers into the port in the case of export containers shall be reckoned as the day for such conversion.

(c). A regular review of exchange rate shall be made once in 30 days from the date of arrival in the cases of vessels staying in the port for longer period. The basis of billing shall change prospectively with reference to the appropriate exchange rate prevailing at the time of review.

(iv). Users will not be required to pay charges for delays beyond a reasonable level attributable to the port.

(v). Interest on delayed payments / refunds:

(a). The user shall pay penal interest on delayed payments and Port shall pay penal interest on delayed refunds at the rate of 13.00% per annum.

(b). The delay in payments by user will be counted beyond 10 days after the date of raising the bills. This provision will not apply to the case where payment is to be made before availing of the services / use of port properties as stipulated in the MPT Act, 1963 and / or prescribed as a condition in the tariff.

(c). The delay in refunds by the port will be counted beyond 20 days from the date of completion of services or on production of all the documents required from the user, whichever is later.

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

(b). The port may , 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 level.

(c) The port 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 the TAMP.

(vii) (a). Wherever a specific tariff for a service/cargo is not available in the notified Scale of Rates, the MBPT can submit a suitable proposal to the TAMP.

(b). Simultaneously with the submission of proposal, the proposed rate can be levied on an ad hoc basis till the rate is finally notified.

(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(s).

(d). The final rate fixed by the TAMP 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.

(viii). The minimum charges recovered in any bill shall be Rupees Twenty (Rs.20/-) only.

(ix). All charges worked out shall be rounded off to the next higher rupee on the grand total of each bill.

(x). 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.

(xi) (a). The vessel related charges for coastal ships will be 60% of the charges levied for other vessels.

(b). The cargo/container related charges for coastal cargo/containers, other than thermal coal and POL including crude oil iron ore and iron ore pellets will be 60% of the normal cargo/container related charges.

(c). In case of cargo related charges, the concessional rates shall be levied on all the relevant handling charges for ship-shore transfer and transfer from/to quay to/from storage yard including wharfage

(d). In case of container related charges the concession is applicable on composite box rate. Where itemized charges are levied, the concession shall 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.

(e). The charges for coastal cargo/containers/vessels will be denominated and collected in Indian Rupees.

(xii). Vessel related charges for cruise vessels will be 60% of the relevant applicable charges leviable on for other vessels.

## CHAPTER – II

## VESSEL RELATED CHARGES

Docks are classified as (a) Indira Dock including the Ballard Pier, Ballard Pier Extension and Harbour Wall berths, (b) Prince's & Victoria Docks, (c) Naval Docks, (d) Mazgaon Dock, Kassara Basin, (e) Bunders and Darukhana and (f) Jetties at Jawahar Dweep and Pir Pau.

### 2.1. Composite Pilotage and Towage Charges

(A) Cargo Vessels

| Sr. No. | Size of the vessel | *Docks | @ Stream | *Jawahar Dweep / Pir Pau | Shifting Charges |
|---|---|---|---|---|---|
| 1. | 0-30,000 GRT<br>Rate per GRT | | | | |
| | a. Foreign going (in US $) | 0.3466 | 0.0627 | 0.6249 | 0.0861 |
| | b. Coastal (in Rs.) | 9.480 | 1.714 | 17.096 | 2.381 |
| 2. | 30,001 - 60,000 GRT | | | | |
| | a. Foreign going (in US $) | US $ 10,398 for 1st 30,000 GRT + US $ 0.2772 for every additional GRT | US $ 1,881 for 1st 30,000 GRT + US $ 0.0501 for every additional GRT | US $ 18,744 for 1st 30,000 GRT + US $ 0.4999 for every addnl. GRT | US $ 2,583 for 1st 30,000 GRT + US $ 0.0688 for every addnl. GRT |
| | b. Coastal (in Rs.) | Rs. 2,84,400 for 1st 30,000 GRT + Rs. 7.584 for every additional GRT | Rs. 51,420 for 1st 30,000 GRT + Rs. 1.371 for every additional GRT | Rs. 5,12,880 for 1st 30,000 GRT + Rs.13.676 for every addnl. GRT | Rs. 71,430 for 1st 30,000 GRT + Rs. 1.904 for every additional GRT |

| | | | | | |
|---|---|---|---|---|---|
| 3. | Above 60,000 GRT | | | | |
| | a. Foreign going (in US $) | US $ 18,714 for 1st 60,000 GRT + US $ 0.2426 for every additional GRT | US $ 3,384 for 1st 60,000 GRT + US $ 0.0438 for every additional GRT | US $ 33,744 for 1st 60,000 GRT + US $ 0.4374 for every additional GRT | US $ 4,647 for 1st 60,000 GRT + US $ 0.0602 for every additional GRT |
| | b. Coastal (in Rs.) | Rs. 5,11,920 for 1st 60,000 GRT + Rs.6.636 for every additional GRT | Rs. 92,550 for 1st 60,000 GRT + Rs.1.199 for every additional GRT | Rs. 9,23,160, for 1st 60,000 GRT + Rs.11.967 for every addnl. GRT | Rs.1,28,550 for 1st 60,000 GRT + Rs.1.666for every addnl. GRT |

*** Includes vessels docking either directly from sea or from stream.**
**@ Includes vessels coming from sea to stream and back to sea without tugs.**

**(B) Miscellaneous Vessels**

| | Rate per GRT | |
|---|---|---|
| | **Foreign (In US $)** | **Coastal (In Rs.)** |
| Off Shore Supply Vessels, Survey vessels and specific support vessels | 0.2889 | 7.896 |
| Tugs boats , Passenger boats, Fishing trawlers, Self propelled Barges, dumb barges, lash barges ,pleasure yacht, country crafts, crew boats etc. | 0.1216 | 3.323 |

Rates above are without tug assistance
If any tug assistance is required the rates as per Section 2.1(A) above will be applicable.

**Notes:**

(1). Above rates are for one inward and one outward movement with required number of tugs/launches of adequate capacity and shifting/s of vessels for port convenience.

(2) For every Shifting at the request of the vessels the shifting charges as specified in Section 2.1 (A) above are leviable.

(3). Charges for movement without main engines in operation shall be levied at twice the rates applicable.

(4). In the event of a vessel in distress or is not able to move on its own propulsion or cold move additional tug hire charges will be levied.

(5). Supply vessels/tugs going to MFL/MPL (Nhava Sheva Cross line) shall be treated as leaving Mumbai Port and going to sea and next arrival of the vessel shall be treated as fresh voyage.

(6). Tugs working as supply vessels shall be treated as supply vessels for levy of charges.

(7). Vessels traversing from Sea to other Ports situated within port limits through MBPT waters shall be treated as Sea/MFL to stream as arrival and from Stream to inner Port MBPT cross line as departure and fresh arrival from the same route will be treated as fresh voyage for purpose of levy of MBPT charges.

**2.2. Charges on Vessels/Barges/Boats for arranging alongside other vessel for working of cargo in mid-stream (Double Banking)**

| Sl. No. | Nature of Movements | Rate per GRT | |
|---|---|---|---|
| | | Coastal vessel (In Rs.) | Foreign-going Vessel (in US $) |
| (a). | Double Banking with tug assistance | 6.424 | 0.2350 |
| (b). | Double Banking without tug assistance | 4.536 | 0.1658 |
| (c). | Lighterage dues on Mother Vessels discharging / receiving cargo – On foreign-going vessels and coastal vessels lighterage dues respectively at the rate of US dollar 0.0046 and Rs.0.127 per GRT for a period of one hour or part thereof shall be levied from the time it is anchored / occupies the place in stream for working cargo. Anchorage charges shall be levied during the period vessel is not working cargo. The lighterage dues shall not be levied on the vessels engaged in mid-stream discharge for (1) vessel which discharges part cargo for reducing the draft of the vessel for calling at the Docks / Pier of MBPT and if subsequently calls at Docks or Piers of Mumbai Port, (2) vessels which discharge entire cargo into barges for subsequent discharge at Docks / Bunders of Mumbai Port and sail out from Stream and the discharged cargo is subsequently brought at Docks / Bunders and (3) mother vessels which receive cargo brought by the barges loaded from the MBPT Docks / Bunders. | | |

**General Notes to Sections 2.1 & 2.2 above**

(1) Shifting of vessels for Port convenience is defined to mean the following:

i) If a working cargo vessel is required to be shifted to another berth so as to enable berthing or sailing of another vessel at the same berth or any other berth in the Dock in view of restriction of LOA, beam, draft, etc., such shiftings shall be considered as shifting for Port convenience.

ii) If a working cargo vessel is required to be shifted from one berth to another berth due to non-availability of storage space of import or export cargo requiring covered accommodation, such shifting shall be considered as shifting for Port convenience.

iii) Whenever a vessel is required to be shifted from the cargo berth to the gantry berth for the convenience of container loading/ unloading, such shifting will be treated as shifting for Port convenience provided the agents of the vessel have made specific request to that effect in their berthing application.

iv) Whenever a vessel is required to be shifted from one berth to another berth via stream so as to accommodate another vessel or the same vessel in view of the restriction of LOA, beam, draft, etc., such shiftings shall be treated for Port convenience.

v) Whenever an export loading vessel is required to be shifted from Harbour Wall berths to BPX/BPS berths due to restriction of LOA, beam and draft via stream, such shiftings shall be treated for Port convenience.

vi) Whenever an import discharging vessel is required to be shifted from BPX/BPS to Harbour Wall berths due to restrictions of LOA, beam and draft via stream so as to accommodate another vessel at BPX/BPS, such shiftings shall be treated for Port convenience.

vii) Whenever irrespective of loading/discharging, if the vessels are required to reposition either from Harbour Wall berths to BPX/BPS berth and vice versa, and if such shiftings are required to be done due to restrictions of LOA, beam and draft, the same shall be treated for port convenience.

viii) Whenever a vessel is shifted either from Harbour wall berths or BPX/BPS berths to stream so as to accommodate another ousting priority vessel, such shifting shall be treated for Port convenience.

ix) Whenever vessels are required to be shifted from deep draft anchorage to lesser draft anchorage in order to accommodate vessel of higher draft, such shifting shall be treated for Port convenience.

(2). For piloting a tug in tow of another barge or barges, charges at the above rates shall be levied on the aggregate Gross Registered Tonnage of the tug and the barge or barges in tow.

(3). Vessels which come within the definition of – 'Coastal Vessels' and for which regular berths have been provided at the Dock Harbour Wall shall not be charged all inclusive rate when such vessels are piloted direct from their berths to the open sea or vice versa, by their licensed Masters. In all other cases the usual all inclusive rates shall be charged on such vessels.

(4). For intercepting a vessel outside the Pilot Station but within the Port's limit at the request of the Masters/Owners or Agents of the vessels, a composite charge of Rs.3370.00 in case of coastal vessel US $ 123.17 in case of foreign-going vessels will be levied.

**2.3. Charges for attendance, cancellation and detention for a harbour tug**

| Sl. No. | | Rate | |
|---|---|---|---|
| | | Coastal vessel | Foreign-going Vessel |
| | | (In Rs.) | (in US $) |
| (a). | Attendance by Tug for a vessel on fire for every hour or part thereof per tug | 5439.811 | 198.8236 |
| (b). | Detention charges for every half an hour or part thereof per tug for cancellation of a tug after it is ordered to tow a vessel and goes alongside [period to be computed from the time the tug leaves its station to the time it returns thereto] or charges for detention of a tug by reasons of a vessel not being ready or any other cause after it has gone alongside a vessel, when the tug is not cancelled | 3952.438 | 144.4608 |
| (c). | Attendance of a tug on a vessel at Jawahar Dweep / Pir Pau for every 24 hours or part thereof per tug | 49433.957 | 1806.7968 |

**Notes:**

(1). Charges for attendance by a tug for a vessel on fire will be payable only if the vessel on fire requisitions services of additional tug.

(2). The charges for attendance of a tug on a vessel at Jawahar Dweep / Pir Pau shall become payable only if the vessel requisitions services of an additional tug.

**2.4. Attendance and Detention Fees for Master Pilots and Pilots –**

(a). When a Master Pilot/Pilot is required to attend a vessel beyond the limits of the Port, in circumstances of unavoidable necessity, a separate fee of Rs.5,000/US $ 191.48 shall be charged in respect of coastal / foreign-going vessels for every six hours or part thereof from the time the vessel goes beyond the limits of the Port till the time the Pilot returns to Mumbai. Further, the boarding and loading and traveling expenses to which the master

pilot or pilot is entitled shall be recoverable from the Masters / Owners or Agents of the vessel at actuals.

(b). Attendance and Detention fees for pilot in case of cancellation of movement of the vessel inside the Port limits:

| | Coastal Vessel (In Rs.) | Foreign-going vessel (In US $) |
|---|---|---|
| When the movement of the vessel is cancelled after the boarding of the pilot on the vessel due to ship's fault and if the vessel does not move from its anchoring/berthing point. | Rs. 5000.00 per act | US $ 191.48 per act |

2.5. **Charges for Fire Float Vessels, Anchor Hoy Salvage Vessel, Water Boat and any other suitably equipped craft except a Tug within Port limits:**

| Sl. No. | Job Description | | Charges per hour or part thereof | |
|---|---|---|---|---|
| | | | Coastal vessel ( Rs. ) | Foreign-going Vessel ( US $ ) |
| (a). | For examining, lifting, laying or re-laying moorings or buoys or recovering anchors or cables or any miscellaneous work | | 2080.22 | 76.0320 |
| (b). | For attending a vessel on fire or otherwise, in Stream or at Jawahar Dweep and Pir Pau by | | | |
| | (i). | Fire Float Vessel | 499.25 | 18.2476 |
| | (ii). | Any other craft | As may be fixed from time to time by the Chairman | |
| (c). | For Salvage Services | | 2475.47 | 90.4780 |

**Note:** Charges for attendance by Fire Float vessel or any other craft for a vessel on fire will be payable only if the vessel on fire requisitions services of additional Fire Float or any other craft.

2.6. **Charges for hire of Launches and Tank Barges**

| Sl. No. | | Rate per hour or part thereof | |
|---|---|---|---|
| | | Coastal vessel (in Rs.) | Foreign-going vessel (in US $) |
| (a). | Launches | 312.03 | 11.4048 |
| (b). | Tank Barges for discharge of ballast water containing oil in terms of Clause 53 of Mumbai Port Rules | 37.26 | 1.3622 |

**CONDITIONS:**

(1). Requisition in writing for Tank Barge must be submitted not less than 12 hours before the time at which the Tank Barge is required.

(2). All oil contained in the ballast water will become the absolute property of the Mumbai Port Trust.

(3). Hire charges for one day will be levied, if the barge is requisitioned and not utilized.

## 2.7. MBPT Fire Service Stand By Charges

| Sl. No. | | For first 8-hours or part thereof | |
|---|---|---|---|
| | | Coastal vessel (in Rs.) | Foreign-going Vessel ( In US $) |
| (a). | For hire of Trailer Pump and/or Ballast Pump | 998.51 | 36.495 |
| (b). | For attendance of staff- | | |
| | Fire Officer or Section Leader-in-charge | 499.26 | 18.248 |
| | Motor Driver/Pump Operator each | 395.25 | 14.446 |
| | Sub-Section Leader each | 395.25 | 14.446 |
| | Fireman each | 312.03 | 11.405 |

**Notes:**

(1). 12.5 per cent of the above charges will be levied for each subsequent hour or part thereof.

(2). The chargeable period will be counted from the time of placement of equipment and personnel till the time the withdrawal of equipment and personnel in case of container operation.

(3). In case of more than one operation in a calendar day the charge will be levied considering all the operations on continual basis taking into account total number of actual working hours in each operation.

(4). However if the commencement of the second operation starts in next calendar day, it will be considered as fresh operation for the purpose of charging.

(5). These charges are payable only when the services are requisitioned by the user.

## 2.8. Diver's Fees:

**For work within Port Limits on any day**

| Particulars | Fees | |
|---|---|---|
| | Coastal vessel (in Rs.) | Foreign-going Vessel ( In US $) |
| Charges for a shift of four hours or part thereof of a normal diving team inclusive of hire charges of diving equipment. | 9901.98 | 361.912 |

**Notes:**

(1). The diving period for the purpose of billing shall be calculated from the time the team leaves the base in Indira Dock / P&V Docks till it returns to the base.

(2). Normal diving team consists of:

| | Category | No. of employees |
|---|---|---|
| (i). | Jr. Foreman Diver | 1 |
| (ii). | Asstt.Foreman Diver/Diver Gr.I | 2 |
| (iii). | Sarang | 1 |
| (iv). | Tindal | 1 |
| (v). | Linesman | 2 |
| (vi). | Lascar | 12 |

(3). If an extra Diver is employed an additional charge of Rs.395.25 / US $ 14.446 per employee for a shift of four hours or part thereof shall be charged for coastal / foreign-going vessels, respectively.

(4). Equipment used for normal diving operation

| | | |
|---|---|---|
| (i). | Diving boat | 1 No. |
| (ii). | Diving dresses | 2 Nos. |
| (iii). | Diving helmets | 2 Nos. |
| (iv). | Diving Pumps | 2 Nos. |
| (v). | Air Hose | 300 R. Ft. |

(5). For deployment of additional employee plant and gear, additional charges will be recovered. Towing and crane charges shall also be charged separately.

2.9. **Salvage Fees on articles salvaged within the limits of Port:**

(a). Where no risk of life is involved in salvaging, a charge of 15 per cent on the value of the articles in addition to the actual cost of salvage of articles shall be payable.

(b). Where risk of life is involved a charge of 30 per cent on the value of articles in addition to the actual cost of salvage of the articles shall be payable.

(c). Customs Duty and Municipal Octroi must be paid by the owners or purchasers of salvaged articles.

2.10. **Examination and Licence Fees**

I. Examination and Licence Fees for Special Pilots / Licenced Master of Coastal Vessels, Barges, tugs etc.

| Sl. No. | Particulars | Fees (in Rs.) |
|---|---|---|
| (1). | Examination Fee | 152.10 |
| (2). | Licence Fee / Renewal Fee / Issue of Duplicate Licence | 30.45 |

II. Licence Fees for harbour crafts

| Sl. No. | Particulars | Rate per GRT per month (in Rs.) |
|---|---|---|
| (1). | Catamarans, Hovercraft and Speed-Boats | 32.40 |
| (2). | Boats, Craft, Barges and launches plying from the Ballard Pier Jetty | 27.00 |
| (3). | Barges engaged in loading/discharging of cargo in mid-stream and plying beyond the limits of Port of Mumbai for conveyance of cargo | 32.40 |
| (4). | Boats, Barges, Launches and Craft (except Fishing Trawlers/Boats) other than those mentioned above | 27.00 |

**Notes:**

(1). These charges will be recoverable from the vessels / ships / barges manoeuvring piloted with their licensed Master (Pass pilots) but will not be recoverable from craft or launches belonging to Customs, Indian Navy, Coast Guard, Central or any provincial Government and Surveyors.

(2). Licence fee for water conveyance shall not be levied separately on vessels which are registered under the bunders and paying licence fee under Section 6.1 at Chapter-VI – Charges leviable at Bunders.

**2.11. Hire charges for harbour tugs and dock tugs leviable for miscellaneous jobs.**

| Sl. No. | Category of Tugs | Hire rate for per hour or part thereof (inclusive of operational cost) | |
|---|---|---|---|
| | | Coastal vessel (in Rs.) | Foreign-going Vessel ( In US $) |
| (a). | Harbour Tugs upto 22 BP | 4940.59 | 180.5800 |
| (b). | Harbour Tugs from 23 BP to 32 BP | 9880.88 | 361.1400 |
| (c). | Harbour Tugs from 33 BP to 45 BP | 14821.34 | 541.7124 |
| (d). | Conventional Dock Tugs | 942.05 | 34.4312 |
| (e). | AM & VS Dock Tugs | 1229.65 | 44.9431 |

**2.12. Charges for carrying out Bollard Pull Test**

| | Coastal vessel | Foreign-going vessel |
|---|---|---|
| Charges for carrying out Bollard Pull Test | Rs.2912.60 | US $ 105.30 |

**Note:** –
Applicable charges specified in Section 2.1(A) and Section 2.1 (B) for the movement of vessels will be levied separately.

**2.13. Charges for Garbage Reception facility**

| | |
|---|---|
| Charges for garbage reception facility during vessel's stay at Jawahar Dweep & Pir Pau | Rs.1012.50 per day or part thereof |

**2.14. Schedule of Anchorage Fees**

**(A) If any vessel or self propelled barge except Lash Barge or Dumb Barge remains at any anchorage points shown in column No. 2 of the table below, anchorage fees shall be levied as per column 3 ibid.**

| Sr. No. (1) | Anchorage Point (2) | Rates per GRT per hour or part thereof (3) | | |
|---|---|---|---|---|
| | | Period of stay | Coastal/ Inland Vessel | Foreign going vessel |
| (a) | A,B,C,D,E,F,G,TA1,TA2, New explosive Karanja | From 1st day upto 30th day | 0.4499 Paisa | 0.0442 US Cent |
| | | Beyond 30th day | 0.8999 Paisa | 0.0896 US Cent |
| (b) | H,I,J,K,V,W,X,Y,Z | From 1st day onwards | 0.4499 Paisa | 0.0442 US Cent |
| (c) | L,M, (N1, N2, N3 at New Pir Pau), N1(BUOY), N2 (BUOY), North N3, O,P, Q,R L/F2 OFF DARUKHANA OFF COAL BUNDER OFF HAY BUNDER OFF KASARA BASIN OFF FERRY WHARF OFF MAZGAO AND P&V CHANNEL | From 1st day upto 30th day | 0.2249 Paisa | 0.0216 US Cent |
| | | Beyond 30th day | 0.4499 Paisa | 0.0442 US Cent |

**(B). If any Lash Barge or Dumb Barge remains at any of the anchorage points mentioned in column No. 1 of table below, anchorage fees shall be levied as per column No. 2 ibid.**

| Anchorage Point (1) | Rates per GRT per hour or part thereof (2) | | |
|---|---|---|---|
| | Period of stay | Coastal/ Inland Vessel | Foreign going vessel |
| OFF DARUKHANA<br>OFF COAL BUNDER<br>OFF HAY BUNDER<br>OFF KASARA BASIN<br>OFF FERRY WHARF<br>OFF MAZAGAO AND<br>P&V CHANNEL | From 1st day upto 60th day | 0.0899 Paisa | 0.0112 US Cent |
| | Beyond 60th day | 0.1799 Paisa | 0.0224 US Cent |

(C). Every vessel, boat, barge and craft irrespective of the size or the GRT, engaged in lighterage operations in mid-stream for conveyance of cargo to the ports other than Mumbai Port shall during the period of their not working cargo be charged anchorage fees as per Section 2.14 (A) above depending on the place of anchorage. This differential tariff will not apply to barges coming into the Mumbai Port.

NOTES :

For the purpose of calculating the period of stay of a vessel at an anchorage :

(1) the anchorage fees shall be levied from the time a vessel drops the anchor till the time it leaves the anchorage berth ;

(2) in the event of a vessel which had stayed at an anchorage taking berth or entering a dry dock and returning thereafter either to the same anchorage or to another anchorage, the number of hours the vessel was away from the anchorage will be excluded, but the period of occupation except for such exclusion will be treated as a continuous period for computing the Anchorage Fees;

(3) for levy of anchorage fees, a barge is a craft operating within the limits of Mumbai Port for the purpose of lighterage of cargo or supply of fuel, water and provisions but shall not include lash or any other type of barges/boats discharged or loaded by mother ships outside the limit of Mumbai Port for all purposes of conveyance of cargoes;

(4) no anchorage fees will be recoverable from the vessel, boat, barge and craft (including lash barge) which has paid the licence fees for water conveyance as per Section 2.10 above;

(5) no anchorage fees will be charged to the vessel classified as Indian Naval Vessels and Coast Guard Vessels ; and

(6) no anchorage fees will be charged to the vessel/ships at MFL area.

## 2.15. PORT DUES

| Sl. No. | Vessels chargeable | Rate of port dues per GRT | | Due how often chargeable in respect of same vessels |
|---|---|---|---|---|
| | | Coastal In Rs. | Foreign - going In US $ | |
| 1. | Vessels of 3000 tons and upwards (except fishing boats) | 5.777 | 0.2111 | The due is payable on each entry into the port. |
| 2 | Vessels of Ten tons and upwards but less than 3000 tons (except fishing boats) | 4.078 | 0.1490 | The due is payable on each entry into the port. |
| 3. | Tugs, boats, ferry boats and river boats, whether propelled by steam or other mechanical means arriving from ports outside India | 4.078 | 0.1490 | Once between the 1st January and 30th June and once between 1st July and 31st December in each year |
| 4. | Inland vessels operating within port limits | 4.078 | - | The due is payable once in the same month |

**Notes:**

1. Port Dues of a vessel will be assessed on her total GRT at the rate shown against the relevant vessel group according to GRT of that vessel.

   For oil tankers with segregated ballast the reduced Gross Tonnage that is indicated in 'Remarks' column of its International Tonnage Certificate will be taken as its Gross Tonnage for the purpose of levying Port dues and not for other tonnage based fees.

3. No Port Dues shall be chargeable in respect of:

   (i). Pleasure Yacht
   (ii). Naval vessels and Government vessels
   (iii). Any vessel which having left the port is compelled to re-enter by stress of weather or in consequence of having sustained any damage, either with or without stress of weather.
   (iv). A LASH vessel making a 'second call' to pick up empty and / or laden fleeting LASH barges shall be treated as a vessel entering the port but not discharging or taking any cargo or passengers therein as described in Section 50 B of the Major Port Trusts Act

4. Port Dues shall be levied at 39.35% of the rates specified at Section 2.15 above in the following cases:
   (i) A vessel which enters the Port but does not discharge or take in any cargo or passenger (with the exception of such unshipment and re-shipment of cargoes as may be necessary for purpose of repairs)

5. Port Dues shall be levied at 50% of the above rates in the following cases:

   (i) Telegraph vessels

   (ii) A vessel entering the port in ballast and not carrying passengers but sailing from the Port without taking any passenger or cargo

   (iii) A vessel entering the port in ballast and not carrying passengers for the purpose of repairs, dry docking, taking in bunkers, provision of water or for change of crew or for discharging any sick member of the crew and sailing from the port without taking in any passenger or cargo

6. Port Dues shall be levied at 75% of the above rates in the following cases:

   (i) A vessel entering the port in ballast and not carrying passengers but taking in any cargo or passengers at the port

   (ii) A vessel in distress with no cargo on board brought into harbour in tow

7. A vessel in distress with cargo on board brought into harbour in tow shall be charged full Port Dues

8. The vessels visiting JNPT, if for any reasons the same vessels visit MBPT, 60.65% of the Port Dues recoverable as per Section 2.15 above shall be levied. However, vessels plying exclusively between MBPT and JNPT for carriage of cargo shall be levied full Port Dues as per Section 2.15 above. Vessels paying full port dues at the MBPT need not pay 39.35% of the MBPT port dues at the JNPT.

**2.16. Composite Berth Hire Charges**

**Berth hire charges on vessels, boats and barges berthed at Indira Dock and its Harbour Wall, including Ballard Pier and Ballard Pier Extension, Prince's & Victoria Docks and its harbour walls:**

| Sl. No. | Vessels berthed at | Rate per GRT for per hour or part thereof | |
|---|---|---|---|
| | | Coastal Vessel (in Rs.) | Foreign-going vessel (in US $) |
| 1. | Indira Dock & its Harbour Walls, Ballard Pier and Ballard Pier Extension | 0.119 | 0.0075 |
| 2. | Prince's & Victoria Docks and its harbour walls | 0.092 | 0.0059 |

**Notes:**

1. For the purpose of levy of the above charges

   (i). The minimum GRT for any vessel except off shore supply vessels will be taken as 1000 and

   (ii) The term 'vessel' will include the boats, barges and craft of GRT of 1000 and above.

2. (i) The berth hire shall be leviable from the time a vessel takes the berth till the time it leaves the berth.

   (ii) There shall be a time limit beyond which berth hire shall not apply, berth hire shall stop 4 hours after the time of vessel signaling its readiness to sail.

   (iii). There shall be a 'penal berth hire' equal to one day's berth hire charges for a false signal.

   (iv). The Master / Agents of the vessel shall signal readiness to sail only in accordance with favourable tidal and weather conditions.

   (v). The time limit of 4 hours prescribed for cessation of berth hire shall exclude the ship's waiting period for want of favourable tidal conditions.

3. Sundays and Port non-working days will be treated as normal working days for levy of the above charges and no separate charge will be levied.

4. Every boat and country craft of less than 1000 GRT and pleasure yacht and a lash barge entering the Docks shall be levied berth hire charges of Rs.5.417 / US $ 0.4374 per hour or part thereof for the first 200 GRT or part thereof and Rs.2.707 / US $ 0.2187 per hour or

part thereof for every additional 100 GRT or part thereof in respect of coastal / foreign-going vessels respectively. This concessional rate will be admissible to local craft, boats and barges except off shore supply vessels whether self propelled or not and plying in foreign and coastal trade. The concessional rates shall also be admissible to lash barges and pleasure yacht irrespective of their tonnage. Each barge will be separately charged berth hire charges treating each as a distinct vessel. However, when the barges make use of wharf crane, the composite berth hire charges as prescribed at Note 1 above shall be levied.

5. Off shore supply vessels falling in the category of coastal vessels berthed at any berth in Docks or Harbour Wall shall be levied with Rs.0.2851 per GRT per hour or part thereof. Off-shore vessel will not be subjected to the conditionality of levy of the minimum charges of 1000 GRT. All the off shore supply vessels will be subjected to this rate irrespective of the GRT of the vessels and will not be entitled for concessional levy as at Note 4 above.

6. No berth hire shall be levied for the period when the vessels idle at its berth due to breakdown of port equipment or power failure or any other reasons attributable to the port.

2.17. **Charges for providing On Board Stevedoring Services payable by the Indenters/ Vessel Agents/Vessel Owners/Container Operators**

| Sr. No. | Commodity/Activity | Basis of Charges | Stevedoring rate (without gear) (in Rs.) | | Ceiling Rate for supply of gear by the port (in Rs.) |
|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | | (5) |
| | | | Foreign | Coastal | |
| 1. | Steel Coil, Steel Plates, Pipes and Angles & other steel products, Billets | Per tonne | 67.05 | 40.25 | 13.00 |
| 2. | Bagged Cargo | Per tonne | 110.25 | 66.15 | 13.00 |
| 3. | Wooden Logs | Per tonne | 127.30 | 76.40 | 13.00 |
| 4. | General Cargo | Per tonne | 140.45 | 84.30 | 13.00 |
| 5. | Dry Bulk & others | Per tonne | 112.90 | 67.75 | 22.00 |
| 6. | Machinery/Project Cargo | Per tonne | 173.25 | 103.95 | 13.00 |
| 7. | Vehicle | | | | |
| | (a) Vehicles less than 10 tonnes by RORO operation | Per vehicle per operation | 45.95 | 27.57 | ---- |
| | (b) Vehicles more than 10 tonnes by RORO or LOLO operation | -- do -- | 328.15 | 196.89 | ---- |
| | (c) All other vehicles LOLO operation | -- do -- | 328.15 | 196.89 | ---- |
| 8. | Wood Pulp | Per tonne | 94.50 | 56.70 | 13.00 |
| 9. | Oil Cake in Bulk | Per tonne | 157.50 | 94.50 | 10.00 |
| 10. | CONTAINER | | | | |
| a). | Stuffing | Per TEU | 3289.80 | 1973.90 | 15.00 per box |
| b). | De-stuffing | Per TEU | 2025.20 | 1215.15 | 15.00 per box |
| 11. | On-board stevedoring using Ship's crane | Per Box | 731.95 | 439.17 | 55.00 |
| 12. | On-board stevedoring using Port Gantry crane | Per Box | 442.50 | 265.50 | --- |
| 13. | Containers brought by barges | Per Box | 328.15 | 328.15 | 55.00 |
| 14. | Cargo brought by coastal barges | Per tonne | 19.70 | 19.70 | 13.00 |

| Sr. No. | Commodity/Activity | Basis of Charges | Stevedoring rate (without gear) (in Rs.) | | Ceiling Rate for supply of gear by the port (in Rs.) |
|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | | (5) |
| | | | Foreign | Coastal | |
| 15. | Cargo handled in stream | 20% more than the applicable rates for cargo handled at docks | | | |
| 16. | Zinc ingots | Per tonne | 101.05 | 60.65 | 13.00 |

Notes:

(i) A vessel agent may bring his own gear for loading/unloading, stuffing and destuffing operations. In case the port supplies gear for loading/unloading, stuffing and destuffing operations, then the rate as prescribed in column number (5) above shall be leviable as a ceiling rate.

(ii) Lashing and unlashing containers on board the vessel shall be the responsibility of the vessel agents. If lashing and unlashing service is provided by the port Rs.30/-, Rs.45/- and Rs.60/- extra per 20' unit, 40' unit and above 40' unit respectively shall be leviable.

(iii) Lashing and unlashing of steel cargo is the responsibility of the shipping agents. The rates do not include lashing and unlashing charges and no rebate is, therefore, allowed for lashing and unlashing of steel cargo.

2.8. **Charges for use of the Dry Docks**

I. **Charges for Docking and Undocking :**

| | Foreign Going Vessels (in US $) | Coastal Vessels (in Rs.) |
|---|---|---|
| Upto 1000 GRT | 3950 | 83125 |
| 1001 to 2000 GRT | 4852.50 | 1,02,125 |
| 2001 to 3000 GRT | 5755.00 | 1,21,125 |
| 3001 to 4000 GRT | 6657.50 | 1,40,125 |
| 4001 to 5000 GRT | 7560.00 | 1,59,125 |
| Above 5000 GRT | US $ 7560 + US $ 902.50 for every additional 1000 GRT or part thereof | Rs. 1,59,125 + Rs. 19,000/- for every additional 1000 GRT or part thereof |

II. **Rental charges for occupation of the Dry Dock :**

(i) During first 10 days of occupation for vessels –

| | Foreign Going Vessels | Coastal Vessels | |
|---|---|---|---|
| | US $ | Rs. | |
| Upto 1000 GRT | 1353.75 | 28,500 | Per day or part thereof |
| 1001 to 2000 GRT | 1468.75 | 30,875 | ----- do ----- |
| 2001 to 3000 GRT | 1580.00 | 33,250 | ----- do ----- |
| 3001 to 4000 GRT | 1805.00 | 38,000 | ----- do ----- |
| 4001 to 5000 GRT | 2031.25 | 42,750 | ----- do ----- |
| 5001 to 10000 GRT | 2256.25 | 47,500 | ----- do ----- |
| 10001 to 20000 GRT | 2482.50 | 52,250 | ----- do ----- |
| 20001 GRT & above | 2821.25 | 59,375 | ----- do ----- |

(ii) from 11th day to 20th day of occupation – 150 per cent of rates as at (i) above per day or part thereof.

(iii) from 21st day to 30th day of occupation – 200 per cent of rates as at (i) above per day or part thereof.

(iv) Beyond 30 days of occupation – 250 per cent of the rates as at (i) above per day or part thereof.

(v) In case the vessel occupies the dry dock beyond the period for which the dry dock has been allotted, the rental charges for the period of overstayal shall be charged at double the rate prescribed above.

**Notes:**

(1) The above charges will include the charges for services such as draining/flooding of Dry Dock, Divers' services, cranage, removal and replacement of damaged keel blocks, other ship repair facilities, etc. No additional charges will be levied for any services in connection with docking/undocking except shore power supply and fresh water supply to vessels and for laying/removal of special keel blocks.

(2) In the case of vessels requiring laying of special keel blocks due to their configuration, extra rental charges at the rate prescribed under II (i) above will be recovered for the period required for laying and removal of such special keel blocks. The rental charges for occupation of dry docks as above will be recoverable as per the period groups applicable.

(3) Vessel will pay for the shore power supplied to it at the rates prescribed from time to time on actual consumption.

(4) If the vessel has requisitioned for a dry dock but it is not ready to dock at the time specified according to the docking programme, no charges shall be leviable provided an intimation of cancellation/postponement of dry docking is given 2 days (excluding the day of docking) in advance of the specified time of docking. A cancellation fee of Rs.1250/US Dollars 57.50 will be recovered in such cases in respect of coastal vessels and foreign-going vessels respectively.

(5) In case, the docking is likely to be delayed and an intimation is given in advance by less than two days (excluding the schedule day of docking) for reasons other than those within the control of the vessel, normal charges will be recovered after the vessel has dry docked. For the days the dry dock or its compartment remains unoccupied, rental charges will be recovered at the rate applicable during the first 10 days of occupation. In other cases, rental charges will be recovered at 250 per cent of the rate applicable during the first 10 days of occupation.

(6) When two or more vessels are docked together in Merewether Dry Dock or the entire length of Hughes Dry Dock or in either of the compartments of the Hughes Dry Dock (with or without placing caisson positioned between them) the above charges will be payable by each vessel separately.

(7) Wet Dock dues will not be levied in the case of vessels entering and leaving the Wet Dock for the sole purpose of occupying the Dry Docks, provided :

(i) Such vessels occupy the Dry Dock;

(ii) Aggregate period of stay in Wet Docks does not exceed 24 hours plus odd hours occasioned by tidal delays and Dock Master's programme of docking/undocking; and

(iii) No work, i.e. discharge or shipment of cargo, bunkering or repairs, is performed on board or over the side of such vessel during the stay in the Wet Docks.

(8) Sundays and Customs notified holidays and port non-working days during the occupation of Dry Dock by a vessel shall be treated as working days and charged accordingly.

(9) No separate charge will be levied for docking/undocking on Sundays and Customs notified holidays and port non-working days.

(10) When two or more vessels are docked together in the Merewether Dry Dock or in the entire length of Hughes Dry Dock or in either of the compartments of Hughes Dry Dock without the caisson being placed in position between them and if for any reason one of the vessels is not ready to undock on expiry of the period for which she was regulated and thereby causes detention to the other vessel or vessels dry docked simultaneously, the vessel/s causing detention to other vessel/s (detaining vessel) shall pay detention charges at double the charges recoverable under clause II above on her tonnage as well as tonnages of the other vessel/s detained.

(11) Services/Supplies required for repairs to the vessels in the Dry Dock, requisitioned by ship repair firm licensed by the Chief Mechl. Engineer shall submit their requisitions duly endorsed by the Master/Agent of the vessel. The cases in which endorsement of the Master/Vessel Agent cannot be obtained immediately, the Superintendent of Dry Dock may at his discretion provide services/supplies requisitioned, the endorsement of Master/Vessel Agent will have to be obtained subsequently.

(12) The Board accept no responsibility whatsoever for any detention to vessels using their Dry Docks.

(13) The period of occupation of a vessel shall commence from the time the entrance caisson is placed in position after the vessel has entered. The period of occupation ends when the vessel has cleared the Dry Dock entrance while leaving, unless undocking is postponed for dock convenience. In such a case the period of occupation shall be reckoned upto the time that the vessel has indicated her readiness to undock. A day means period of 24 hours counted from the time the entrance caisson is placed in position after the vessel has entered.

**2.19 Charges for supply of chipping and painting workers**

Rs.630/- per labour per shift plus overtime wages on actuals.

(Subject to permission from the Hon'ble Bombay High Court to implement the revised rate.)

**2.20. Charges against Government in respect of Vessels of War and Transport**

Charges against the Union Government in respect of vessels of War and vessels engaged solely for the transport of troops, their families, etc. berthed at the Ballard Pier or Indira Dock Harbour Wall or inside the Docks:

| | | |
|---|---|---|
| (a) | Vessels of War, that is to say all vessels plying the White Ensign of Republic of India but including in times of war mine sweepers and patrol vessels. | All Port and Dock charges whether for general facilities or for "Special Services" except<br><br>(i) Port Dues.<br><br>(ii) Wharfage on stores and equipment required for the vessel's own consumption. |

| | | | |
|---|---|---|---|
| (b) | Vessels employed solely in the transport of troops and their families, military animals, military equipment, ammunition of war and naval and military stores, including Indian Fleet, Auxiliaries which are on the list of Indian Navy and all Hospital ships and Ambulance Transport | (a) | All Port and Dock charges except – <br><br> (i) Port Dues. <br><br> (ii) Wharfage charges on horses (other than remounts), Baggage, carriages and other effects forming part of the scheduled equipments of the troops. |
| | | (b) | Compensation under Section 6 of the Indian Tolls (Army) Act, II of 1901 at the rate of 12.5 paise per tonne of Gross Registered Tonnage of the vessel for each day that Dock Dues are charged under Section III of the Docks Scale of Rates and the vessels are engaged in bonafide transport operations. |

**Notes:** Wharfage charges shall mean fees levied for the passing of goods or animals, etc. imported or exported by any vessel, boat or lighter over any wharf, jetty, pier or bunder within Port Trust areas, but shall not mean charges for services rendered by the Port Trust in landing and shipping, removing or storing such goods, animals, etc. such as the provision of cranes, cluster lights and for handling labour.

**Pier Dues at Jawahar Dweep and Pir Pau**

| Sl. No. | Vessel Chargeable | Rate per GRT for per hour or part thereof | |
|---|---|---|---|
| | | Coastal Vessel (In Rs.) | Foreign-going vessel (In US $) |
| (i) | On every steam and other mechanically propelled and square rigged vessels berthed at or using the bulk oil piers at Jawahar Dweep and Pir Pau | Rs. 0.373 Subject to minimum charge of Rs.373) | US $ 0.0135 (Subject to minimum charge of US $ 13.55) |
| | | Rate per hour or part thereof | |
| (ii) | On every boat, barge or country craft (not square rigged) | Rs. 7.468 | US $ 0. 270 |

**Note:**

(1) The Pier Dues shall be levied from the time a vessel takes the Berth/Pier till the time it leaves the Berth/Pier.

(2) No Pier Dues shall be levied on vessels after expiry of 4 hours from the time of signaling its readiness to sail. Penal Pier Dues equal to one day's Pier Dues (i.e. 24 hours) shall be levied for false signal. The Master/Agents of the vessel shall signal readiness to sail only in accordance with favorable tidal and weather conditions. The time limit of 4 hours prescribed for cessation of Pier Dues shall exclude the ship's waiting period for want of favourable conditions.

(3) No Pier Dues shall be levied for the period when the vessels idle at its Berth/Pier due to breakdown of port equipment or power failure or any other reasons attributable to the port.

(4). Sundays and Customs notified holidays and port non-working days will be treated as normal working days for levy of the above charges and no separate charge will be levied.

## CHAPTER – III

# CARGO RELATED CHARGES

The charges as herein after prescribed will be leviable on all traffic dealt within the relevant areas specified in Appendix 'G' to the MBPT Dock Bye-Laws.

**3.1. (A) Schedule of docks wharfage on goods**

| Rate No. | Description of Goods. | Basis of Charge | Foreign (Rs.) | Coastal (Rs.) |
|---|---|---|---|---|
| 1. (i) | Animals, Birds, reptiles, etc. | Each | 28.75 | 17.25 |
| (ii) | Animal products - Bone, Bonemeal, Hides & Skins | Tonne | 20.15 | 12.10 |
| 2. | Arms, Ammunitions, Explosives and Defence Stores. | Tonne | 133.70 | 80.25 |
| 3. (i) | Asbestos | Tonne | 34.50 | 20.70 |
| (ii) | Construction Materials, Sand. | Tonne | 34.50 | 20.70 |
| (iii) | Fruits, nuts including Raw Cashew, Tapioca, Coconut, Copra, Tamarind Seeds. | Tonne | 34.50 | 20.70 |
| (iv) | Molasses | Tonne | 34.50 | 20.70 |
| (v) | Waste Paper, Newsprint | Tonne | 34.50 | 20.70 |
| (vi) | Wood, Timber, Bamboo | Tonne | 34.50 | 20.70 |
| 4. (i) | Cement, Clinker | Tonne | 34.50 | 20.70 |
| (ii) | Coal and Fire Wood | Tonne | 48.00 | 48.00 |
| (iii) | Sulphur ,Fertilisers and Fertiliser raw materials | Tonne | 43.15 | 25.90 |
| (iv) | Foodgrains, Oilseeds, Cereals and Pulses. | Tonne | 34.50 | 20.70 |
| (v) | Oil-Cakes and Fodder | Tonne | 16.10 | 9.65 |
| (vi) | Sugar | Tonne | 16.10 | 9.65 |
| 5. (i) | Cotton including cotton waste (also includes cotton twist and yarn) | Tonne | 34.50 | 20.70 |
| (ii) | Jute and jute products, Coir and coir products. | Tonne | 20.15 | 12.10 |
| 6. (i) | Granites and Marbles | Tonne | 34.50 | 20.70 |
| (ii) | Ores, Ore Pellets and Minerals | Tonne | 34.50 | 34.50 |
| 7. | Metals (Ferrous, Non-ferrous) in the form of ingots billets and un-manufactured and metal scrap. | Tonne | 34.50 | 20.70 |
| 8. | Other Liquid bulk including acids and fatty acids | Tonne | 34.50 | 20.70 |
| 9. | POL and POL Products : | | | |
| (i) | Crude Oil | Tonne | 47.50 | 47.50 |
| (ii) | Kerosene and Light Diesel Oil. | Tonne | 31.25 | 31.25 |
| (iii) | All other POL Products | Tonne | 55.00 | 55.00 |
| 10. | Salt | Tonne | 4.35 | 2.65 |
| 11. | Synthetic Resin (including Moulding Powder) and Wood Pulp | Tonne | 80.50 | 48.30 |
| 12. | Wines, Spirits (Potable) and Alcoholic beverages | Five litres | 20.15 | 12.10 |
| 13. | Iron and Steel Materials (excluding scrap, dross and ores) | | | |
| | Import | Tonne | 120.00 | 72.00 |
| | Export | Tonne | 80.00 | 48.00 |
| 14. | Motor vehicles and Cars | Ad-valorem | | |
| | Import | | 0.30% | 0.18% |
| | Export | | 0.30% | 0.18% |
| 15. | All items other than those specified above. | Ad-valorem | 0.28 % | 0.17 % |
| 16. | Sweepings collected on shore, Ballast of the vessel, engineering materials, stores and gears for repairs to ships in docks, *Seamen's baggage consisting of their personal effects, mails, post parcels and diplomatic bags irrespective of the weight per parcel, bag etc | FREE | | |

* Although Seamen's baggage consisting of their personal effects will not attract wharfage, articles

not regarded as bonafide baggage such as arms, ammunition, pearls, precious stones, pianos, pianolas, carriage, motor cars, motor cycles, etc., will be subject to the levy of wharfage.

Note: 50% of the normal wharfage will be applicable for Bunkers.

**GENERAL NOTES TO SECTION 3.1(A):**

1. Wharfage leviable on ad-valorem basis in the foregoing schedule will be levied on the CIF value of goods in the case of imports and FOB value of goods in the case of exports and on value specified in the bill of coastal goods in the case of coastal cargo. Wharfage leviable on weight basis in the foregoing schedule will be assessed on gross weight of the goods as shown in the Bill of Lading, Manifest or Invoices.

2. For the assessment of wharfage on import or export goods, the importer or the exporter or their clearing agent, as the case may be, shall declare and certify on the Application-cum-Bill for cargo related services the weight, CIF value or FOB value of the consignments and other particulars in the relevant columns in support of which copy/copies of the invoices/specification attested by Customs together with the Customs documents such as Bill of Entry/Shipping Bill /Transhipment Permit as required under Docks Bye-Law No. 96 shall be produced for the purpose of assessment and verification of charges. For any misdeclaration of weight, quantity, value or description of goods, the importer/exporter or his clearing agent, as the case may be, will be liable for action under Section 115 of the Major Port Trusts Act, 1963.

3. All goods which have been charged full Docks Wharfage in case of import operation will, if loaded into boats in the Docks by Port Trust labour and afterwards relanded at a Port Trust Bunder, be charged, instead of wharfage for export operation, labour charges only as prescribed elsewhere in this Scale of Rates.

Wharfage as applicable to transshipment cargo as provided in Note 6 (b) below shall be recoverable in case of cargo discharged from one hatch of a vessel and reshipped in another for trimming or re-arranging the vessel's cargo either by lighters from overside or over the Docks wharves.

5. Dangerous, explosive and inflammable goods landed at the Docks contrary to the Docks Bye-Laws and/or the circulars issued by the MBPT must be immediately removed by the Masters/Owners/Agents of the vessel to the Board's warehouses earmarked for such goods, failing which they shall be removed by the MBPT at their risk and cost and, in addition, a charge of Rs.719 per package for foreign cargo and Rs. 431 per package for coastal cargo will be levied.

6. a). Transhipment cargo, if discharged and re-loaded on to the same vessel/ another vessel, single wharfage shall be leviable for both movements and demurrage on expiration of the free period of three days as admissible to import cargo will be levied as per the demurrage schedule prescribed at sub-section 3.1. (B) below.

   b). Cargo where advalorem rates are specified and not destined for MBPT, wharfage @ Rs.130 per tonne in case of transshipment by sea and Rs. 55 per tone in case of transshipment by road and demurrage on expiration of the free period of three days as admissible to import cargo as per the demurrage schedule prescribed at sub-section 3.1.(B) below shall be levied.

7. Damaged Goods:

Cargo landed from vessels loading in Docks owing to fire or other accidental cause and re-shipped or from vessels returned to Port by reason of the same cause or stress of weather will be charged one wharfage prescribed in the above Schedule.

8. In respect of Iron and Steel materials, shifting of cargo from the wharf (hook point) to the storage point will not be undertaken by the Mumbai Port Trust.

9. The Port shall provide the following minimum additional facilities to the export of motor vehicles on common user basis:

(i). Use of MBPT private road without payment of permit charges
(ii). Unloading ramp for motor vehicles received by rail for export free of cost.
(iii). Pre-shipment storage facilities inside the docks free of demurrage for 30 days
(iv). Arrangement for supply of water for vehicles for cleaning purposes including permission of recycling plants inside docks.

10. 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 the wharfage schedule.

3.1.(B) **Demurrage:**

On expiration of free days, save as hereinafter provided, demurrage will be charged for the period of storage on all goods (except mails, post parcels, diplomatic postal bags and personal baggage irrespective of weight per parcel, bag etc.) remaining uncleared, at the following rates :

| Class of goods | How charged | RATE (Rs) | | |
|---|---|---|---|---|
| | | For first to 20th day | For 21st to 40th day | From 41st days onwards |
| (1) | (2) | (3) | (4) | (5) |
| In respect of all goods classified in the wharfage schedule in Section-3.1(A) above. | Per tonne per day or part thereof | 37.50 | 56.25 | 75.00 |

NOTE: The personal baggage will be charged at the rate of Rs.15 per tonne per day or part thereof.

**GENERAL NOTES TO SECTION 3.1 (B):**

1. All import goods will be allowed storage in the docks free of demurrage for three days from the date following the day of complete discharge of vessel's cargo. All export goods will be allowed storage in the docks free of demurrage for seven days commencing from the date of admission of cargo into the port.

2. For the purpose of calculation of free days Sundays, Customs notified holidays and port non working days will be excluded.

3. Free period of 10 days will be allowed for salvaged goods and the free period will be counted from the date on which goods are actually salvaged.

4. In order to promote export aggregation certain specified area will be identified from time to time for specified cargo. A maximum of 30 free days will be allowed in such cases.

5. Demurrage charge on both cargo and container shall not accrue for the period when the port is not in a position to deliver cargo/container when requested by the users.

6. DEMURRAGE ON GOODS DETAINED BY THE CUSTOMS

(a) Periods during which the goods are detained by the Commissioner of Customs for the purpose of special examination involving analytical or technical test other than the ordinary process of appraisement and certified by the Commissioner of Customs to be not attributable to any fault or negligence on the part of the importers ; and

(b) Where goods are detained by the Commissioner of customs on account of Import Control formalities and certified by the Commissioner of Customs to be not attributable to any fault or negligence on the part of the Importer, for such period of detention under (a) and (b), the demurrage charges shall be recovered as under :

| | |
|---|---|
| First 30 days of detention | : 20% of the applicable demurrage |
| 31st day to 60 days of detention | : 50% of the applicable demurrage |
| 61st day onwards of detention | : 100% of the applicable demurrage |

7. Demurrage charges will be assessed on the gross weight of the goods. Gross weight if not in exact multiples of 100 kgs will be rounded off to the next higher multiple of 100 kgs. for levy of charges.

8. No wharfage will be charged on shut out cargo. Demurrage as per Section 3.1(B) shall be levied on Shut out cargo from the date of admission of cargo into docks till and including the date of removal. Shut out cargo must be removed by shippers on receipt of three days' notice from the MBPT or its authorised person. In case of non-compliance, the MBPT or its authorised person may remove such goods to a place at the expenses of shippers.

**3.1. (C) Uncleared goods**

Uncleared goods when sold by the MBPT under section 61 or 62 of the Major Port Trust Act, 1963 a free period of 10 days will be allowed from the date of confirmation of sale by MBPT. On the expiry of 'Free Days' demurrage will be charged at the rate of Rs.125/- per tonne per day on goods remaining uncleared until delivery is effected.

If, however, the goods or a portion thereof remain uncleared on the premises of the Board beyond 15 days following the date of confirmation of the sale, the sale proceeds of the goods, or if only a portion of the goods remain to be taken delivery of by the purchaser, the proportionate sale proceeds, shall be forfeited and the goods or a portion thereof, as the case may be, resold by the Port Trust. The aforesaid period of 15 days may be extended, at the discretion of the MBPT or its authorised person, in suitable cases, for reasons to be recorded in writing, having due regard to the circumstances of the case or to the quantity and bulk of the goods to be removed by the purchaser.

**3.2. Wharfage charges leviable at Jawahar Dweep and Pir Pau**

| Sr. No. | Description of Goods | Foreign Going Vessel (Rs. per tonne) | Coastal Vessel (Rs. per tonne) |
|---|---|---|---|
| 1. | POL and POL Products | | |
| | (i) Crude Oil | 52.10 | 52.10 |
| | (ii) Kerosene and Light Diesel Oil | 34.25 | 34.25 |
| | (iii) All other POL products viz., Naphtha and Solvent, Fluxing and Lubricating, Turpentine and Vapourising Grease, Bitumen, Petroleum Jelly, Motor Gasoline, Motor Spirit, Liquified petroleum Gas *etc.* | | |
| | (a) Handled at the Jawahar Dweep | 60.30 | 60.30 |
| | (b) Handled at the Pir Pau | 44.00 | 44.00 |
| 2. | Chemicals viz. Ammonia, EDC, Ethyle, Benzine, Paraxylene, M.E.G., N. Paraffin, Orthoxylene and other liquids in bulk | 88.00 | 52.80 |
| 3. | Edible oil handled at Pir Pau | 24.00 | 14.40 |

## 3.3. LICENCE (STORAGE) FEES AND WAREHOUSING CHARGES

(A) (I). **Licence Fees for storage / cargo operation with or without installation of facilities, cargo handling equipment by the users for offshore activities**

| Period | Rates Applicable |
|---|---|
| From the date of permission till expiry for | Per sq. mtr. of part thereof per month or part thereof@ |
| a. Open area | Rs.50/- |
| b. Covered area | Rs.60/- |

Note : Installation of facilities/ cargo handling equipment shall be subject to the clearance by MBPT and shall be dismantled and removed within 15 days from the date of issue of notice.

Above Charges are applicable only for storage of offshore material / cargo and shall be valid for 11 months only for a specified place.

(II). **Licence (Storage) Fees on the goods stored in the areas specified by the MBPT for storage of cargo upto a maximum of 60 days**

| | Period of Storage | Rate per sq. mtr. or part thereof per month or part thereof. (In Rs.) |
|---|---|---|
| In sheds | i) First 30 days or part thereof | 40 |
| | ii) 31st day to 60th day | 80 |
| Open Yards | i) First 30 days or part thereof | 30 |
| | ii) 31st day to 60th day | 60 |

Note : The cargoes lying uncleared beyond 60 days shall be subjected to demurrage from the 61st day onwards under Section 3.1 (B) of Chapter-III of the Scale of Rates. For the purpose the of levy of demurrage the 61st day of storage of cargo will be treated as day number one.

(III). **Licence fee for management of cargo operation (for occupation other than for cargo storage):**

| | Description | Rate |
|---|---|---|
| (i) | Licence Fee for space allotted to Vessel Agents/Stevedores/CHAs/Transporters/ Port Users including Govt. agencies in the Port Trust building. | Rs. 206.25 per sq. mtr. of part thereof per month or part thereof. |
| (ii) | Licence Fee for open areas permitted to be used for carrying out cargo activities by placing chowkey / porta cabin etc. | Rs.112.50 per sq. mtr. of part thereof per month or part thereof. |

Notes to tables II & III:

(i) The MBPT can reject the request or withdraw the permission granted in such cases, the reasons therefor will be communicated to the allottee.

(ii) If the areas allotted is found to be utilised for any unauthorised purpose, then, the MBPT will withdraw the permission granted.

(IV). **Licence Fee for commercial establishments like shop, duty free shop, curio shop, cyber café, communication center, forex center, etc.**

| Description | Rate |
|---|---|
| Licence fee for space allotted in the Mumbai Port Trust buildings | Rs.360/- per sq. mtr. or part therof per month or part therof |

Notes:-

a. Period of allotment is for 11 months.

b. Whenever MBPT requires this area, the operator will have to vacate the same at one month's notice and relocate to other area for the remaining licence period.

c. All relevant permissions shall be obtained by the operator.

d. All allotments shall be on tender basis, with premium over the above mentioned rate being the selection criteria.

(V) **Licence fees for storage / warehousing permitted by the MBPT with or without installation of facilities, cargo handling equipment by the users in non custom notified areas.**

| Period | Rate Applicable |
|---|---|
| From the date of permission till expiry | Per sq. mtr. or part thereof per month or part thereof |
| Open area | Rs. 20/- |

Note: Installation of facilities/ cargo handling equipment shall be subject to the clearance by MBPT or by persons authorized by it and shall be dismantled and removed within 15 days.

(B) **Licence (Storage) fees on goods bonded under Section 60 of the Customs Act, 1962, and stored in the warehouses and open yards belonging to the Board and licenced by the Collector of Customs under the Customs Act, 1962:**

| Period of storage | Rate per sq. mtr. per week or part thereof |
|---|---|
| **(a) In Sheds:** i) For the first 8 weeks | Rs. 6.25 |
| ii) For the next 8 weeks | Rs.12.50 |
| iii) From 17th week onwards | Rs.18.75 |
| **(b) In the Open Yards :** i) For the first 8 weeks | Rs.5.00 |
| ii) For the next 8 weeks | Rs.10.00 |
| iii) From 17th week onwards | Rs.15.00 |

**Note :** The above charges are subject to a minimum calculated as for 5 sq. metres for each consignment.

(C) **Licence (Storage) Fees on Over-dimensional packages stored in Docks, Sheds and Yards shall be payable in lieu of demurrage at the rate of Rs. 6.25/- per sq. mt. subject to minimum of 5 sq.mt. for 30 days following the date from which the consignment is out of custom charge and is ready for clearance subject to the following conditions :**

(i) On Over-dimensional packages having length over 13'6" or having width over 10' in the case of packages removed by the Rail.

(ii) On Over-dimensional packages having length over 40' plus the protruding length over and above the motor vehicle allowed by the Regional Transport Authority from time

to time or having width more than 8'6" plus protruding width over and above the motor vehicle allowed by the Regional Transport Authority from time to time.

(iii). After the free period of three days from the day of complete discharge of vessels cargo as admissible under note 1 below Section 3.1 (B) Demurrage above till the day on which the cargo is out of Custom charge and from 31st day from the day on which the cargo is out of Custom charge the over dimensional packages shall accrue demurrage as per Section 3.1 (B) Demurrage ibid.

## CHAPTER - IV

## CRANAGE

### 4. (A) CHARGES FOR THE USE OF FLOATING CRANES:

| | | Per tonne for each operation Rs. |
|---|---|---|
| (1) | (i) For packages individually weighing upto 30 tonnes | 550 |
| | (ii) For packages over 30 tonnes but not exceeding 60 tonnes | 770 |
| | (iii) For packages over 60 tonnes but not exceeding 90 tonnes | 1200 |
| | (iv) For packages over 90 tonnes | 1413 |

Subject to a minimum charge of Rs.12, 500 for the use of floating crane.

(2) An amount of Rs.12, 500 each will be recovered as
(a) Cancellation charges and
(b) Mobilisation charges when the floating crane is required to work outside Indira Dock Basin.

(3) (i) 'Heavy lift' shall be defined as any package weighing 20 tonnes and above.

(ii) Packages weighing upto 20 tonnes shall, consequently, be exempt from levy of heavy lift charges.

(iii) (A) whenever packages weighing above 20 tonnes are landed by the ship's own gear without the use of the Port Trust's heavy lift cranes. (heavy lift) charges shall be recovered at 10% of the normal rate.

(B) This charges shall not, however, be levied in the following cases :

(a) In cases where the heavy lift is discharged by derricks into or loaded by derricks from barges subject to the barge being released or loaded by the use of the Port's heavy lift cranes on payment of the normal heavy lift crane charges.

(b) In cases where the heavy lift cranes though requisitioned for landing of packages weighing above 20 tonnes but could not be spared by the Port for reasons like maintenance, overhaul, repairs, non-availability of the crane because of being hired by another party etc. as certified by the Port's Chief Mechanical Engineer and when the heavy lifts have to be landed or necessary by the use of the ship's own derricks.

(c) In case of containers, either empty or stuffed with cargo, landed by the use of the ship's own derricks.

(d) Where the individual weight of package exceeds the capacity of heavy lift crane available in the port.

(e) In cases where packages individually weighing more than 20 tonnes are discharged from other hatches when the Port's heavy lift crane is utilized on one hatch of the same vessel.

**4. (B) Charges for use of Mobile Cranes and Equipment:**

| Sl. No. | Type of Crane / Equipment | Charges per Crane / Equipment | | Minimum charges |
|---|---|---|---|---|
| | | Per shift Rs. | Per 1/2 shift Rs. | Rs. |
| 1. | Mobile Cranes (10 to 14 tonne capacity) | 2,625 | 1,500 | 1,500 |
| 2. | Tower type cranes (20 tonnes) | 4,375 | 2,500 | 2,500 |
| 3. | Tractor | 625 | 375 | 375 |
| 4. | Forklift (2/3 tonnes) | 750 | 500 | 500 |
| 5. | Platform Truck | 625 | 375 | 375 |
| 6. | Forklift 16 tons | 4500 | 2250 | 2250 |

## CHAPTER – V

## CONTAINER RELATED CHARGES

**5. (A) Composite charges on Cargo containers Handled with Quayside Gantry Cranes.**

| Description | Containers upto 20' | | | | Containers Above 20' but upto 40' | | | | Containers length above 40' | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Rates for Foreign Containers (in Rs.) | | Rates for Coastal Containers (in Rs.) | | Rates for Foreign Containers (in Rs.) | | Rates for Coastal Containers (in Rs.) | | Rates for Foreign Containers (in Rs.) | | Rates for Coastal Containers (in Rs.) | |
| | Loaded | Empty | Loaded | Empty | Loaded | Empty | Loaded | Empty | Loaded | Empty | Loaded | Empty |
| General Containers | 2470 | 1970 | 1482 | 1182 | 3705 | 2955 | 2223 | 1773 | 4940 | 3940 | 2964 | 2364 |
| Hazardous Containers* | 3095 | 2470 | 1857 | 1482 | 4643 | 3705 | 2786 | 2223 | 6190 | 4940 | 3714 | 2964 |
| ICD Containers | 3770 | 3270 | 2262 | 1962 | 5655 | 4905 | 3393 | 2943 | 7540 | 6540 | 4524 | 3924 |
| Transhipment Containers | 2940 | 2540 | 1764 | 1524 | 4410 | 3810 | 2646 | 2286 | 5880 | 5080 | 3528 | 3048 |
| Same Bottom Containers | 2940 | 2540 | 1764 | 1524 | 4410 | 3810 | 2646 | 2286 | 5880 | 5080 | 3528 | 3048 |
| Export containers brought by Barges under Shipping Bills from other ports for shipment | 2970 | 2570 | 1782 | 1542 | 4455 | 3855 | 2673 | 2313 | 5940 | 5140 | 3564 | 3084 |
| Containers moved by barges between MBPT & other ports | 3000 | 2500 | 1800 | 1500 | 4500 | 3750 | 2700 | 2250 | 6000 | 5000 | 3600 | 3000 |

*** The composite charges for hazardous containers will be applicable in respect of permissible 'A' category containers as also 'B' & 'C' category containers.**

**5.(B) Composite charges on Cargo containers Handled with cranes other than Quayside Gantry Cranes.**

| Description | Containers upto 20' | | | | Containers Above 20' but upto 40' | | | | Containers length above 40' | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Rates for Foreign Containers (in Rs.) | | Rates for Coastal Containers (in Rs.) | | Rates for Foreign Containers (in Rs.) | | Rates for Coastal Containers (in Rs.) | | Rates for Foreign Containers (in Rs.) | | Rates for Coastal Containers (in Rs.) | |
| | Loaded | Empty | Loaded | Empty | Loaded | Empty | Loaded | Empty | Loaded | Empty | Loaded | Empty |
| General Containers | 1870 | 1670 | 1122 | 1002 | 2805 | 2505 | 1683 | 1503 | 3740 | 3340 | 2244 | 2004 |
| Hazardous Containers* | 2345 | 2095 | 1407 | 1257 | 3518 | 3143 | 2111 | 1886 | 4690 | 4190 | 2814 | 2514 |
| ICD Containers | 3170 | 2970 | 1902 | 1782 | 4755 | 4455 | 2853 | 2673 | 6340 | 5940 | 3804 | 3564 |
| Transhipment Containers | 2790 | 2490 | 1674 | 1494 | 4185 | 3735 | 2511 | 2241 | 5580 | 4980 | 3348 | 2988 |
| Same Bottom Containers | 2790 | 2490 | 1674 | 1494 | 4185 | 3735 | 2511 | 2241 | 5580 | 4980 | 3348 | 2988 |
| Export containers brought by Barges under Shipping Bills from other ports for shipment | 2820 | 2520 | 1692 | 1512 | 4230 | 3780 | 2538 | 2268 | 5640 | 5040 | 3384 | 3024 |
| Containers moved by barges between MBPT & other ports | 2400 | 2200 | 1440 | 1320 | 3600 | 3300 | 2160 | 1980 | 4800 | 4400 | 2880 | 2640 |

*** The composite charges for hazardous containers will be applicable in respect of permissible 'A' category containers as also 'B' & 'C' category containers.**

**Notes: Sections 5 (A) & 5 (B)**

(i) The above composite rates include the following charges towards onboard stevedoring and inclusion of this element in THC levied by the Shipping Lines/ Agents shall be regulated in accordance with the Order of TAMP passed in case no: TAMP/47/2000-MBPT, dated 12 june 2001:

Quayside Gantry Cranes:

| | | |
|---|---|---|
| (a) | All general Containers and all ICD Containers | Rs. 348.00 |
| (b) | All Transhipment containers and all same bottom Containers. | Rs. 696.00 |
| (c) | All export containers brought by barges under shipping bills from JNPT for shipment through MBPT | Rs. 610.50 |

Non-Quayside Gantry Cranes:

| | | |
|---|---|---|
| (a) | All general Containers and all ICD Containers | Rs. 579.53 |
| (b) | All Transhipment containers and all same bottom Containers. | Rs. 1159.06 |

(c) All containers handled by barges to and fro JNPT — Rs. 262.50
(d) All export containers brought by barges under shipping bills from JNPT for shipment to MBPT — Rs. 842.03

(ii) Cargo container means specifically designed container of uniform size for consolidating goods within compact unit.

(iii) The above charges include on board stevedoring charges, handling at shipside, lift on of export / lift off import containers at the pre-stack area, removal of container between shipside and pre-stack / RCD yard in docks, loading / off loading of ICD containers on Railway wagons within the Docks.

(iv) Additional services of loading/unloading of containers on to the wagons/Agents' trailors and hauling to and fro shunting yard at wadala will be provided to the ICD containers.

(v) Lashing and unlashing containers on board the vessel shall be the responsibility of the vessel agents. If lashing and unlashing service is provided by the port Rs. 30/-, Rs.45 and Rs.60 extra per 20' unit, 40' unit and above 40' unit respectively shall be leviable.

(vi) When a transshipment container is unloaded by gantry crane and loaded by Non-Gantry crane or vice versa, 50% of the Box rate for Transhipment containers prescribed at Section-5(A) and Section-5(B) respectively will be applicable.

(vii) (a). Container from a foreign port which reaches an Indian Port 'A' for subsequent transshipment to Indian Port 'B' will be levied the concessional charges relevant for its coastal voyage. In other words, containers from/to Indian ports carried by vessels permitted to undertake coastal voyage will qualify for concession.

(b). A container from foreign port landing at MBPT for subsequent transhipment to an Indian Port on a coastal voyage or vice versa would be charged at 50% of the transhipment charge prescribed for foreign-going vessel and 50% of that prescribed for the coastal category.

(viii) Empty containers received from/removed to ICD by road shall be treated on par with local empty containers for levy of charges.

(ix) Charges for containers handled by Toplift Trucks or Transtainer or Reach Stacker shall be levied separately.

(x) Import loaded container manifested as local if subsequently transhipped to ICD shall be treated as local container till the date on which the container has been allowed by the Customs to be transshipped to ICD. Similarly ICD import containers destuffed and cleared from the port shall be treated as FCL for levy of Port Charges.

**5. (C) With the prior permission of the MBPT authorities, rebates shall be applicable to the port users for carrying out various container operations with their own arrangements. The rebates applicable along with the conditions are as follows:**

**(i). Stevedoring Charges**
**(a). When Gantry crane is used**

| Sr. No. | Particulars | Foreign-Going (in Rs.) | | | Coastal (in Rs.) | | |
|---|---|---|---|---|---|---|---|
| | | 20' | 40' | Over 40' | 20' | 40' | Over 40' |
| 1. | General and ICD containers | | | | | | |
| | Loaded | 348 | 348 | 348 | 208.80 | 208.80 | 208.80 |
| | Empty | 348 | 348 | 348 | 208.80 | 208.80 | 208.80 |

| Sr. No. | Particulars | Foreign-Going (in Rs.) | | | Coastal (in Rs.) | | |
|---|---|---|---|---|---|---|---|
| | | 20' | 40' | Over 40' | 20' | 40' | Over 40' |
| 2. | **Transshipment and same bottom containers** | | | | | | |
| | Loaded | 696 | 696 | 696 | 417.60 | 417.60 | 417.60 |
| | Empty | 696 | 696 | 696 | 417.60 | 417.60 | 417.60 |
| 3. | **Export Containers brought by barges under shipping bills from other ports for shipment** | | | | | | |
| | Loaded | 610.50 | 610.50 | 610.50 | 366.30 | 366.30 | 366.30 |
| | Empty | 610.50 | 610.50 | 610.50 | 366.30 | 366.30 | 366.30 |

**(b). When crane other than Gantry crane is used**

| Sr. No. | Particulars | Foreign-Going (in Rs.) | | | Coastal (in Rs.) | | |
|---|---|---|---|---|---|---|---|
| | | 20' | 40' | Over 40' | 20' | 40' | Over 40' |
| 1. | **General and ICD containers** | | | | | | |
| | Loaded | 579.53 | 579.53 | 579.53 | 347.72 | 347.72 | 347.72 |
| | Empty | 579.53 | 579.53 | 579.53 | 347.72 | 347.72 | 347.72 |
| 2. | **Transshipment and same bottom containers** | | | | | | |
| | Loaded | 1159.06 | 1159.06 | 1159.06 | 694.54 | 694.54 | 694.54 |
| | Empty | 1159.06 | 1159.06 | 1159.06 | 694.54 | 694.54 | 694.54 |
| 3. | **Containers handled by barges to and fro other ports** | | | | | | |
| | Loaded | 262.50 | 262.50 | 262.50 | 157.50 | 157.50 | 157.50 |
| | Empty | 262.50 | 262.50 | 262.50 | 157.50 | 157.50 | 157.50 |
| 4. | **Export Containers brought by barges under shipping bills from other ports for shipment** | | | | | | |
| | Loaded | 842.03 | 842.03 | 842.03 | 505.22 | 505.22 | 505.22 |
| | Empty | 842.03 | 842.03 | 842.03 | 505.22 | 505.22 | 505.22 |

**(ii). Transportation Charges**

| Sr. No. | Particulars | Foreign-Going (in Rs.) | | | Coastal (in Rs.) | | |
|---|---|---|---|---|---|---|---|
| | | 20' | 40' | Over 40' | 20' | 40' | Over 40' |
| 1. | **General, ICD and containers handled by barges to and fro other ports** | | | | | | |
| | Loaded | 565 | 847.50 | 1130 | 339 | 508.50 | 678 |
| | Empty | 460 | 690 | 920 | 276 | 414 | 552 |
| 2. | **Transshipment, Same bottom Containers and Export Containers brought by barges under shipping bills from other ports for shipment through MBPT.** | | | | | | |
| | Loaded | 1130 | 1695 | 2260 | 678 | 1017 | 1356 |
| | Empty | 920 | 1380 | 1840 | 552 | 828 | 1104 |

**5. (D) Charges on container handling equipment.**

**(1) Charges will be leviable on container handling equipment per move as follows :-**

| | Containers upto 20' | | Containers Above 20' but upto 40' | | Containers length above 40' | |
|---|---|---|---|---|---|---|
| | Rates for Foreign Containers (in Rs.) | | Rates for Foreign Containers (in Rs.) | | Rates for Foreign Containers (in Rs.) | |
| | Foreign | Coastal | Foreign | Coastal | Foreign | Coastal |
| | US $ | Rs. | US $ | Rs. | US $ | Rs. |
| (a). Quayside Gantry Crane | 19 | 496.13 | 28.50 | 744.19 | 38 | 992.26 |
| (b).Rubber Tyred Yard Gantry Crane/ Reach Stacker/ Top Lift Truck (TLT) | 5 | 130.56 | 7.50 | 195.84 | 10 | 261.12 |
| (c).Trailer | 14.50 | 378.62 | 21.75 | 567.94 | 29 | 757.25 |

**(2) Composite box rate for on board shifting operations of containers.**

| Description | Foreign (in Rs.) | | | | | | Coastal (in Rs.) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 20' | | 40' | | Above 40' | | 20' | | 40' | | Above 40' | |
| | Loaded | Empty | Loaded | Empty | Loaded | Empty | Loaded | Empty | Loaded | Empty | Loaded | Empty |
| Gantry Crane | 1222 | 1222 | 2096 | 2096 | 2096 | 2096 | 733 | 733 | 1258 | 1258 | 1258 | 1258 |
| Ship Crane | 580 | 580 | 580 | 580 | 580 | 580 | 348 | 348 | 348 | 348 | 348 | 348 |

**(3) Charges for miscellaneous handling by Quayside Gantry Cranes :**

| | | | |
|---|---|---|---|
| (a) | For opening hatch cover / pontoon and placing it - | | |
| | | Foreign | Coastal |
| | (i) by placing it on the quay (full cycle) | US $ 76 | Rs.1984.51 |
| | (ii) without placing it on the quay | US $ 38 | Rs.992.26 |
| (b) | For discharging/loading packages, units vehicles and / or any other material except containers individually weighing 20 Tonnes and above per operation/move. | US $ 152 | Rs.3969.02 |
| (c) | For discharging/loading packages, units vehicles and / or any other material except containers individually weighing less than 20 Tonnes per operation/move. | US $ 76 | Rs.1984.51 |

**5. (E) Licence (storage) fees on containers:**

| Sr. No. | Place of Storage | Rate per day or Part thereof | | |
|---|---|---|---|---|
| | | Container having length upto 20' | Container having length over 20' but upto 40' | Container having length above 40' |
| (1). | Loaded/Empty container landed and stored or brought for export and stored anywhere in the declared Customs areas of the port. | US $ 2.5 | US $ 5.0 | US $ 7.5 |

| Sr. No. | Place of Storage | Rate per day or Part thereof | | |
|---|---|---|---|---|
| | | Container having length upto 20' | Container having length over 20' but upto 40' | Container having length above 40' |
| (2). | Empty Container stored in the areas other than the declared customs areas of the Port. | US $ 0.5 | US $ 1.0 | US $ 1.5 |
| (3). | Empty or loaded containers received from/ despatched to ICD by Rail/Road. | US $ 2.5 | US $ 5.0 | US $ 7.5 |

(a) In case of import containers above charges are leviable from the date following the date of completion of vessel's import operations.

(b) In case of export containers above charges are leviable from the date of stuffing of containers at Port's CFS or from date of bringing in of fully loaded container till the date prior to the date of shipment (i.e. excluding the date of shipment)/ the date of removal in case of Empty Container.

(c) In the case of ICD containers charges are leviable after the expiry of two days from the date following the date of completion of vessel's import operation till the date of their loading on wagons/ removal by road or from two days following the date of receipt of containers at RCD from the upcountry ICD's or storage yards till the date prior the date of shipment (i.e. excluding the date of shipment). In case a container is not removed/ shipped within 10 days from the date following the date of completion of import operations in case of import or from the date of receipt in case of export, the Licence (Storage) Fees will be levied at double the rate prescribed at 5 (E) (3) above from 11th day.

(d) Hazardous container will be charged at 25% premium.

(e) Demurrage charge on both cargo and container shall not accrue for the period when the port is not in a position to deliver cargo/container when requested by the users.

**Notes:**

(1) Import loaded containers removed out of port area for destuffing shall be charged licence (storage) fees from the date following the date of completion of vessel's import operations till the date of removal including the date of removal. Similarly, export loaded/empty containers received from the areas other than port premises shall be charged licence (storage) fees from the date of receipt till the day prior to the date of shipment(i.e. excluding the date of shipment).

(2) If a container has already been charged licence (storage) fees on a particular day under Section 5(E) above, the same unit will not be charged once again on the same day even if it is moved between the areas referred to above.

(3) The charges on a container shall be levied irrespective of whether the container is stored on chassis or on ground or stacked high.

(4) Licence (storage) fees on Containers brought under Shipping Bill for export shall be charged in terms of provisions of Section 5 (E) above from the date of receipt of the container in the port premises.

(5) The combined Transport Operators/Masters, Owners or Agents of vessels shall remove the containers to the respective site/yard/destuffing point nominated by the Traffic Manager, within a period of 4 calendar days following the date of the vessels completion of inport operation. If the combined Transport Operators/Masters, Owners or Agents of vessels fail to remove such containers to the nominated areas within the prescribed period of 4 calendar days, the Traffic Manager shall have the authority to remove such containers to the nominated areas at the risk and cost of combined Transport Operators/Masters, Owners or Agents of vessels. Removal

charges as notified from time to time will be levied on such containers.

(6) Container stuffed in the Port premises/container received in Docks duly stuffed in the areas other than Mumbai Port premises and removed for shipment through Ports other than Mumbai shall be charged Licence fees as per section 5 (E)(a) above from the day following the date of stuffing/from the date of receipt till the date of removal of container. In the case of containers stuffed in the Port premises/containers received duly stuffed in the areas other than Mumbai Port premises and removed to town shall be charged Licence fees of US $ 2.5 (Coastal – Rs.108.80) for a container having length upto 20 feet, US $ 5 ( Coastal – Rs.217.60) for a container having length above 20 feet but upto 40 feet and US$ 7.5 (Coastal – Rs.326.40) for a container having length above 40 feet per day or part thereof from the day following the date of stuffing/from the date of receipt till the date of removal of the containers. The cargo inside the container shall be charged demurrage at the rate of Rs.500/- per TEU per day or part thereof for the period of its stay in the Port. [No separate wharfage shall be recovered either on such container or on cargo inside the container.]

(7) The Import loaded containers discharged at an Indian port other than Mumbai and brought to Mumbai by Rail/Road for giving delivery shall be charged Licence Fees as per Section 5 (E)(a) above. In the case of containers received by Rail, handling charges of US $ 60 (Coastal – Rs.2611.20) per TEU shall be levied. Demurrage on the cargo inside the containers shall be charged as per Section 3.1.(B) of Chapter-III from the date of receipt. No wharfage on the cargo inside the containers shall be levied.

(8) No Licence (Storage) Fees shall be levied on containers loaded with cargo and seized/detained by the Customs/DRI/CIU etc. from the day of its removal to the area allotted by the Board to the Customs for storage of such containers. Demurrage on the cargo inside the container shall be leviable as under :-

| | |
|---|---|
| First 30 days of detention | : 20% of the applicable demurrage |
| 31st day to 60 days of detention | : 50% of the applicable demurrage |
| 61st day onwards of detention | : 100% of the applicable demurrage |

(9) Any consignee desires to clear FCL through private CFSs within or outside jurisdiction of the Commissioner of Customs, Mumbai shall remove the containers within 7 working days from the date of following the date of completion of vessel's import operation. On the cargo inside the container a consolidated charge of Rs.2400/- (Coastal – Rs.1440/-) per TEU shall be recovered. In case container is not removed within the said period of 7 working days the demurrage charges at the rate prescribed in Section 3.1. (B) of Chapter-III shall be levied on the cargo inside the container.

(10) Demurrage charges on the cargo stuffed inside the container and subsequently destuffed and removed back to town shall be levied as per (5) above. No wharfage shall be levied thereon. Similarly, in the case of cargo stuffed inside the container and subsequently destuffed and again restuffed in the container and shipped on board the vessel, demurrage charges shall be levied as per (5) above till the date of restuffing of cargo inside the container and wharfage in terms of Section 3.1 (A) of Chapter-III shall also be levied on cargo inside the container.

(11) 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 date of landing of container whichever is earlier subject to following conditions.

(1) The consignee can issue a letter of abandonment at any time.

(2) 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 form the port premises; and

(b) the line shall pay all port charges accrued on the cargo and container before resuming custody of the container.

(3) The container Agent/ MLO shall observe the necessary formalities and bear the cost of transportation and destuffing. In case of their failure to take such action within the stipulated period, the storage charge o container shall be continued to be levied till such time all necessary actions are taken by the shipping lines for destuffing the cargo.

(4) Where the container is seized/ confiscated by the Custom Authorities and the same cannot be destuffed witin 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 destuffing. 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.

(12) The container other than 'shipper owned container' shall be removed from the regular storage area and moved to Sales Warehouse / Overflow Sheds by the Port Trust at the cost and responsibility of the Main Line Operators (MLOs) and thereafter, the container can be destuffed before the empty containers are removed from the Trust's premises by the MLOs.

**5. (F)** **Charges payable for reefer points :**

(1) For every reefer plug point allotted, a charge of US $ 6.5 (coastal Rs. 282.90) per container per Unit of 4 hours or part thereof will be levied.

(2) Reefer points will be allotted on per container/per point basis.

(3) The combined Transport Operators/Masters, Owners or Agents of vessels shall provide their own cables from the sources of supply (plug points provided for the purpose) to the Reefer Container and shall employ their own qualified staff to connect the reefer container to this supply and attend on it when in use.

(4) The Traffic Manager reserves the right to supply power to reefer containers and shall not be responsible for any loss whatsoever that the combined Transport Operators/Masters, Owners or Agents of vessels may incur in the event of the

(a) failure of electric supply due to reasons beyond the control of the Mumbai Port Trust,
(b) Mumbai Port Trust's inability to supply power in time, and
(a) disconnect the supply without assigning any reason, should this become necessary for smooth operation in the Docks.

(5) Persons employed to connect/disconnect and monitor reefer containers at the reefer power supply points shall have a licence issued by the Chief Mechanical Engineer of the Port.

**5. (G)** **Charges in respect of Port Trust labour supplied for stuffing or destuffing of cargo containers:**

| | Per Container | |
|---|---|---|
| | **Foreign** | **Coastal** |
| (i) container having length upto 20' | US $ 28.50 | Rs. 1240.35 |
| (ii) container having length over 20' but upto 40' | US $ 57.00 | Rs. 2480.65 |
| (iii) Container having length above 40' | US $ 85.50 | Rs. 3721.00 |

**5. (H) Charges on Containerised Cargo**

(1) Wharfage and demurrage as applicable under Sections 3.1 (A) and 3.1 (B) of Chapter-III shall be payable on import containerised cargo, excepting those destined to ICD and the FCLs cleared through Private CFS in terms of note (8) to Section 5 (E) above.

(2) The term 'LCL' means the container containing cargo belonging to more than one consignee in the vessel's manifest and the term 'FCL' means container containing cargo belonging to one consignee in the vessel's manifest. The consignee means the person/firm/company in whose name the Bill of Lading is prepared.

(3) (i) In the case of containers, other than that destined to or received from ICD and the FCLs cleared through private CFS demurrage on cargo in container shall not accrue for seven working days in respect of FCLs and LCLs from the date following the date of completion of vessels import operation.

(ii) If FCL/LCL has not reached the notified area/destuffing point when the consignee approaches with the Bill of Entry having Customs order for examination of goods or for delivery, the consignee may make a Log Entry at the nominated area/destuffing point.

(iii) If the Log Entry is made on the basis that the container has not reached the notified area/destuffing point, no demurrage shall accrue from the date of Log Entry till the receipt of the container at the notified area/destuffing point plus three working days. No intimation regarding receipt of container at the nominated area/destuffing point will be given.

(iv) The consignee shall have to make a fresh Log Entry every twenty calendar days till the container reaches the notified area/destuffing point. If the consignee fails to make the fresh Log Entry on the twenty first day but makes fresh Log Entry after lapse of some period, demurrage on cargo inside the container shall be levied for the period not covered by the Log Entry. If the twenty first calendar day is a non-working day, being a Docks Holiday, consignee may make the Log Entry on next working day.

(v) If the FCL container, other than that destined to or received from ICD, transhipment containers and the FCLs cleared through private CFS, having reached the notified area has not been destuffed for no fault of the consignee, the consignee will be entitled to a remission in demurrage charges on obtaining the endorsement on the Bill of Entry as under :

| Conditions to be fulfilled | Endorsement of the B/E by the Docks official | Non-accrual of demurrage. |
|---|---|---|
| (a) B/E to be presented with order for Customs examination of cargo and documents of title | Endorsement "Consignee presented document with orders for Customs examination, but goods could not be forwarded for examination" (reasons to be recorded in writing) to be made by the Shed Supdt., and signed by the Asstt. Manager | 3 Calendar days including the date of presentation of B/E |
| (b) B/E to be presented with "Out of Customs charge" endorsement/ ready for clearance | Endorsement "Cargo not destuffed" , (reasons for not destuffing the container should be recorded in writing) to be made by the Shed Supdt., and signed by the Asstt. Manager | 3 Calendar days including the date of presentation of B/E. |

| | | |
|---|---|---|
| (c) On presentation of B/E on the 2nd occasion to the Shed Supdt., with endorsement of Customs " out of charge ready for clearance" on the 4th calendar day mentioned in Col.(3) against (b) above. | Endorsement "Cargo not made available for delivery within the period of 3 calendar days as container could not be destuffed" (reasons to be recorded in writing) to be made by Shed Supdt., and signed by the Asstt. Manager. | 3 Calendar days beyond the period as at (b) above. |

(vi) If the LCL container is not destuffed and the consignee approaches on lodgement of document of title to the concerned CDO and the B/E having the Customs orders for examination or for delivery, the consignee may make a Log Entry at the notified area and continue to make fresh Log Entry/Log Entries every twenty calendar days till the container is destuffed. If the twenty first calendar day is a non-working day being a Dock Holiday, consignee may make the Log Entry on the next working day. No demurrage shall accrue for the period covered by Log Entry and for 3 working days following the commencement of destuffing of each container. No intimation regarding destuffing of the container will be given.

(4) On export cargo received in the Docks, for shipment in containers, wharfage charges and demurrage charges under Section 3.1 (A) and Section 3.1. (B) of Chapter-III shall be levied upto the date of stuffing of cargo in container and not thereafter.

(5) Wharfage on cargo inside the export loaded container received from other than port premises excluding container received from ICD shall be charged Rs.1000 (Coastal Rs.600/-) for a container having length upto 20 feet, Rs.1500 (Coast Rs.900/-) for a container having length upto 40 feet and Rs.2000 (Coastal Rs.1200/-) for a container having length over 40 feet .

**GENERAL NOTES :**

(i) Mafis and imported chassis shall be treated on par with containers of equal sizes for levy of all charges under this Section and if the same are taken back on board the vessel from which they have been discharged, no charges shall be levied.

(ii) Transhipment and same bottom containers shall be treated on par with import containers for levy of licence fees for storage.

## CHAPTER – VI

## CHARGES LEVIABLE AT BUNDERS

Bunder limit means such portion of the wharves and land adjoining the wharves set aside for goods in transit. A wharf may extend to 15.25 meters measured from the wharf front.

### 6.1. LICENCE FEES

(A) Licence fees will be levied on vessels registered and vessels using Bunders as under :

| Sl. No. | Description of vessel | Basis of charging | Monthly Licence Fees per GRT (Rs.) |
|---|---|---|---|
| 1. | Fishing vessels and Trawlers | Rate per Gross Registered Tonnage | 18.75 |
| 2. | Vessels using New Ferry Wharf other than Passenger Boats | -do- | 50 |
| 3. | (a) Passenger Boats | -do- | 18.75 |
| | (b) Catamarans and Hovercrafts | -do- | 31.25 |
| | (c) Pleasure Crafts | -do- | 37.50 |
| 4. | Other vessels including Barges not covered in the above categories | -do- | 43.75 |

NOTES

(1) Licence Fees on annual basis shall be 8 times the rates prescribed as above.

(2) Vessels using the Port Trust Bunders for the purpose of working cargo, undergoing survey, repairing or idling, shall pay Licence Fees as prescribed at 'A' above at the MBPT Cash Collection Centre and obtain an endorsement on the Licence Book. However, the Vessels occupying the Wharf/Hard for repairs on its keel or jacked up on the wharf / hard for changing side plates etc. or being constructed will be charged Rs. 3.75 per day per GRT from the date of occupation of the hard for the purpose of construction / repairing.

(3) Vessels must always carry with them the Licence Book which shall be presented for inspection whenever so demanded by the MBPT officials authorized for such inspection.

(4) Default in adherence to the provisions contained in Notes (1) to (3) above shall render the vessels being distrained or arrested and sold in accordance with the provisions contained in the Major Port Trusts Act, 1963 (Act No. 38 of 1963) or the Indian Ports Act, 1908 (Act No. 15 of 1908) and Regulations that may be prescribed thereunder.

(5) Payment of charges under this Section shall not entitle a vessel to take up or retain any particular position, in a basin, alongside a wharf or the approach there to, a Hard, Flat or Wharf or any other portions of the Bunder premises.

(6) Annual Licence Fees will not be levied on the following craft provided they do not ply for hire :

Customs, Water Police, the Central or any Provincial Government and Surveyors. Also fenders and launches of Shipping Companies employed in connection with the inspection of crew and landing or embarking passengers from their own vessels.

(7) Monthly licence fee shall be charged from the date of registration of the boat/trawler at the Bunder, valid for one month thereafter.

(8) Vessels opting to pay Licence Fees on monthly basis shall pay the fees immediately on their arrival at the Bunders and shall not leave the bunders without payment of the fees due from them. Default in adherence to this provision shall render recovery of interest from the owners at the rate prescribed at Clause 1.2 (v) of the general terms and conditions at Chapter-I ibid.

(9) Licence fee for use of Bunders shall not be levied separately on vessels which pay licence fee for water conveyance under Section 2.10. II of Chapter-II ibid.

**(B) Licence Fees on users and ancillary trade at New Fish Jetty and New Sassoon Fish Harbour and Old Sassoon Dock.**

| Sr. No. | Activity | Rates (In Rupees) |
|---|---|---|
| 1. | Ice Crushing Machine | 7500 per annum |
| 2. | Fish Auctioneers | 9375 per annum |
| 3. | Hand Carts | 375 per annum |
| 4. | Ice Suppliers | 5000 per annum |
| 5. | Water Supplier | 7500 per annum |
| 6. | Transport / Vehicles Licensing | (a). 625 per truck per annum<br>(b). 25 per truck per day if permit at (a) above is not held |
| 7. | Weighing Scale (Katawala) | 5000 per annum |

NOTES

1. Only valid licence holders shall be allowed to carry out above activity

2. The licences shall be renewed on annual basis.

3. Registered fishermen's Co-operative societies will be granted rebate of 50% in the above licence fees.

**6.2. WHARFAGE**

On cargo handled at Hay Bunder, Haji Bunder, Malet Bunder and New Ferry Wharf (except Fish Jetty) and such other Bunders as may be notified separately, wharfage per tonne will be recovered as under :

| | Description | Rupees | |
|---|---|---|---|
| | | Foreign | Coastal |
| (a). | Hazardous cargo | 25.00 | 15.00 |
| (b). | Non-Hazardous cargo excluding salt | 15.00 | 9.00 |
| (c). | Salt | 3.75 | 2.25 |
| (d). | Petroleum products | 12.50 | 12.50 |
| (e). | Thermal Coal | 25.00 | 25.00 |
| (f). | Coal other than thermal coal | 25.00 | 15.00 |
| (g). | Steel | 25.00 | 15.00 |

## 6.3. DEMURRAGE

(I). On cargo handled at Hay Bunder, Haji Bunder, Malet Bunder and New Ferry Wharf (except Fish Jetty) or such other Bunders as may be notified separately, demurrage shall be charged as follows:

| Description | | Rate per tonne per day or part thereof |
|---|---|---|
| | | Rs. |
| (a) | Hazardous Cargo | 20 |
| (b) | Non-Hazardous Cargo | 5 |
| (c) | Coal | 20 |

(II). No demurrage shall be recovered on cargo landed at other Bunders. Cargo landed at other Bunders, however, shall be removed from wharf on the day of landing either by direct delivery or by shifting to importers premises. The export cargo shall be allowed to be kept on wharf on the day of shipment.

**Notes:**

(1) Any consignee or shipper or his agent found shipping or removing cargo from any of the Trustees' Bunders without first paying the wharfage and any other charges due shall be liable to pay double the charges laid down for the same in the Scale of Rates charged at the Bunders.

(2). Wharfage will be assessed on the gross weight of the goods as shown in the invoices and specifications together with Customs documents and Import and Export Applications.

(3) The charges under the Scale of Rates as above will not be leviable on goods stored at the Bunders and removed thereto under the provisions of Docks Bye Law No. 53

(4) The Board of Trustees do not provide labour at the Bunders for the landing shipping or removal of goods. All goods lying at the Bunders remain there at the risk of the consignee or shippers and are in their charge.

(5) Charges on containers and containerized cargo shall be assessed in accordance with the Scale of Rates charged at the Docks.

(6). The minimum charge recovered in any Application-cum-Bill or Bill should not be less than Twenty Rupees.

(7). Demurrage charge on both import and export cargo/container shall not accrue for the period when the port is not in a position to deliver cargo/container when requested by the users.

## CHAPTER – VII

# CHARGES FOR BREAKING, CONSTRUCTION AND REPAIR OF VESSELS AT BUNDERS:

**7.1. Charges for Ship-Breaking:**

In respect of vessels being broken up on the Port Trust Hards the charges will be recovered from the date of beaching as under:-

| Sr. No. | Description | Rate per day per LDT |
|---|---|---|
| (1). | For the period from the date of beaching to the date of preceding the date of commencement of breaking. | Rs. 4.125 |
| (2). | For the regulated period of the vessel. (The regulated period shall be one month per 800 LDT.) | Rs. 6.25 |
| (3). | If the vessel continues breaking beyond the regulated period as at (2) above. | Rs.12.50 for one month for vessels upto 3000 LDT and for two months for the vessels above 3000 LDT. |
| (4). | For the period beyond the period of extension as at (3) above | Rs. 25/- |

**Notes:**

(1). Charges mentioned above shall be recovered on the total LDT of the vessel for the entire period of occupation.

(2). The month for the purpose of regulation shall be reckoned from the date of commencement of breaking to the preceding date in the following month eg. 10th April to 9th May.

(3). The initial regulated period is determined considering 800 LDT or part thereof per month e.g.

| | | |
|---|---|---|
| Vessels upto 800 LDT | - | 1 month |
| 801 – 1,600 LDT | - | 2 months |
| 1,601 – 2,400 LDT | - | 3 months |

and so on in the multiple of 800.

(4) Vessels which are completely broken and removed prior to the expiry of the regulated period will be granted a rebate in the form of refund of part of the charges recovered under (2) above. The percentage of rebate shall be worked out as under:-

$$\frac{\text{(Regulated period, in days)} - \text{( No. of days actually taken)}}{\text{(Regulated period, in days)}}$$

The rebate as worked out above will be subject to a ceiling as under depending upon the size of the ship:

| Size of the ship | Maximum rebate admissible in percent of the total charges recovered |
|---|---|
| LDT upto 8000 | 25% |
| LDT above 8000 | 40% |

**7.2. Charges for Construction & Repair of vessels:-**

Vessels including boats, tonies, hodies, rafts pontoons, tank barges, dump barges and other craft being constructed or fitted out in the Port Trust hards or anywhere on wharf will be charged Rs.3.75 per day per GRT from the date of occupation of the hard for the purpose of construction/repairing.

**Notes:**

(1). A vessel shall be deemed to be on a hard when she has been beached in a position approved by the MBPT or its authorised person alongside or as near as possible to the Bunder pursuant to the application made by the Owner of the vessel for the purpose.

(2). Failure to make payment of MBPT charges shall be deemed to be a default and the Board reserves the right to arrest the vessel or the unbroken part of it and take over the broken up material of the vessel if any, lying in MBPT Premises. The vessel/unbroken part of the vessel and all other material so arrested and taken over shall be disposed off by the Board in accordance with the provisions of MPT Act, 1963. The sale proceeds will be first utilized to cover MBPT charges, including expenses of sale and disposal methods employed. Deficit, if any, will be recoverable from the ship-breaker. Surplus, if any, will be paid to the ship-breaker as per rules.

(3). Charges for construction of vessels will be recovered on the GRT of the vessel as certified by the Mercantile Marine Department for which purpose the requisite certificate of registration shall be produced for the inspection of the MBPT within one month from the completion of construction and the launching of the vessel. In case of such crafts as are not registered with any statutory authority, the charges will be levied on the contractual Dead Weight Tonnage.

(4). All charges for ship-breaking shall be payable in advance initially for a period of three months. If the work is not completed within three months, the further charges shall be payable in advance for every month till completion.

(5). A vessel launched from the hard and lying in the adjoining Bunder basin for fitting out or any other purpose will be charged licence fees at Rs.12.50/- per GRT per day and in the case of unregistered craft on the DWT.

(6). No vessel shall be constructed or assembled or fitted out (repaired) on a Port Trust hard without the prior permission of the MBPT or its authorised person, permission for which shall be granted only after a deposit equivalent to three months charges calculated on the contractual DWT of the vessel has been collected from an intending party and which deposit shall be refunded to the party on completion of the construction of the vessel and submission of certificate as mentioned at Note (3) above.

(7). Charges due on construction of a vessel shall be paid at regular monthly intervals based on contractual DWT of the vessel and all charges due on the construction shall be paid before the removal of the vessel from the basin or the hard.

## CHAPTER – VIII

## CHARGES LEVIABLE FOR OPERATION OF CATAMARANS, HOVERCRAFT, SPEED-BOATS ETC.

8.1. Passenger Fee

(i) Rs. 6.25 per passenger for peak hour service (9.00 a.m. to 11.30 a.m. and 5.00 p.m. to 8.00 p.m.)

(ii) Rs. 3/- per passenger for non-peak hour service

(iii) Charges to be worked out at 30% of passenger capacity in respect of the routes served between Gateway of India and Mandwa and at 60% of passenger capacity in respect of all other routes.

(iv) Charges to be recovered per month basis in advance taking into account the slots allotted and capacity of craft (irrespective of whether the services are operated or not or actual number of passengers)

8.2. Other charges such as licence fee and port dues as per respective scale of rates.

**Notes:**

(1). Charges as above will have to be paid by the operators for eight months only in respect of the catamarans/ hovercrafts plying between Gateway of India and Mandwa. In respect of other routes the charges will have to be paid by the operators of catamarans, hovercrafts, speed boats, etc. making use of the two jetties, for the entire year, including monsoon.

(2). Three months charges to be recovered as security Deposit

(3). Maximum fare has to be approved by the MBPT or the person authorized by it.

(4). All the operators shall use the common booth for sale of tickets.

(5). The route for operation of the hovercraft/catamaran services through Mumbai Harbour will be as advised by the MBPT or its authorised person.

(6). In the event of the parties committing any breach of the terms and conditions or any direction of the MBPT or the person authorized by it, the arrangement shall be liable to be terminated forthwith.

(7). The operator shall obtain licence in respect of every vessel under the provisions of Port of Mumbai Passenger Boats Rules 1962 and shall comply with all provisions of said Rules

(8). As regards the functioning of tidal observatory, the operators shall also comply with the following :

(i) Any air cushion in water created due to operation of hovercraft may affect the height of tides that are recorded. If such effects are observed, the party shall carry out at their own cost such remedial measures as may be suggested by the Director General, Survey of India;

(ii) Utmost precaution should be taken by them to ensure that no foreign material/wastages are thrown into the sea water which may result in reduction in the height of water; and

(iii) No oil/gasoline should be thrown in the water that may change the density/salinity of the water.

(9). Operation of the catamarans/ hovercraft, etc. shall not cause any pollution. Any failure to ensure this would attract not only recovery of expenses incurred to clear/neutralise the pollutants, but also penal action.

## CHAPTER – IX

## MISCELLANEOUS CHARGES

**9.1.A. Telephone Charges**

No charges will be levied for the telephone provided for the vessel's use.

**9.1.B. Labour Charges**

| | Charges |
|---|---|
| Labour charges shall be payable on goods, the cost of handling of which has not been specified elsewhere in this Scale of Rates | Rs. 20 per tonne |

**9.1.C. Copy of an Application-Cum-Bill** Rs.10 per copy

**9.1.D. Charges for supply of Fresh Water by the port**

Charges for supply of fresh water to the vessels berthed at the Docks and at Jawahar Dweep and Pir Pau shall be recovered at the rate of Rs.150 for 1000 litres.

**9.1.E. Supply of Water by Licensed agencies**

Charges for supply of water by licensed agencies will be levied at the rate of Rs.30/- per 1000 liters for use of MBPT facilities.

**9.2.A. Permits for Motor Lorries, Mobile Crane etc. to ply in the Docks (vide Docks Bye-Law No. 130)**

| | Charges |
|---|---|
| 1.Motor Lorries and Local Chassis<br>(i) Fresh permits and renewals for every quarter<br>(ii) Duplicate<br>(iii) Fresh permits and renewals valid for the day of issue | <br>Rs. 80 each<br>Rs.60 each<br>Rs. 20 each |
| 2.Mobile Cranes and Forklifts<br>(i) Fresh permits and renewals for every quarter<br>(ii) Duplicate | <br>Rs. 400 each<br>Rs. 60 each |
| 3.Container handling equipments<br>(i) Fresh permits and renewals for every quarter<br>(ii) Duplicate | <br>Rs.1000 each<br>Rs 100 each |

**9.2.B.** Consignees, Owners and Importers of iron & steel, other cargoes and container removed from the Docks under Docks Bye Law No. 60A shall be charged for such removal at the rates as may be sanctioned by the Board from time to time and notified in at least two local newspapers. The rates will take effect from the date of their sanction by the Board.

**9.3.A. Charges payable at Passenger Berths by visitors**

| | |
|---|---|
| For a bonafide visitor to the passenger berth in the Docks on the day of embarkation and disembarkation of the passengers. | Rs. 50 per head |

**9.3.B. Embarkation and disembarkation charges**

Embarkation and disembarkation charges at the rate of Rs.150.00 for embarkation and Rs. 150.00 for disembarkation per passenger at the Docks from cruise vessels will be levied.

**9.4. Charges for use of pipelines from Pir Pau Manifold to Sewree 'O' point/Hay Bunder/Indira Dock/Naval Dock Yard**

| Description of pipelines | Charges per 30 minutes or part thereof (in Rs.) |
|---|---|
| SKO | 3495 |
| HSD | 3495 |
| Bunker/Black Oil line | 3495 |
| Flushing Line | 1748 |
| Facility Utilisation (Utilisation of facilities like manifold when main line is not utilised) | 699 |

**NOTES :**

(i). Cancellation of requisitions will be treated as an operation once port issues its readiness for the operation and charges as applicable will be levied for the period from the time of readiness till the time of stoppage of operation

(ii). Requisitioner for the line/facility will be billed

(iii). Time consumed for flushing operations shall not be treated as an operation

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## FURTHER ORDERS

# 1. APPENDIX – 6B

## PRESENT TARRIF FOR SUPPLY OF ENERGY

### 1. Electricity

1.1 Electricity required for the work will be supplied by the Licensor. The cost of drawing temporary lines/cables, providing switches and making connection and metering arrangements shall be borne by the Licensee. The energy meter will be provided by the Licensor. For power supplied by the Licensor, energy charges shall be levied at the rates and subject to the conditions, specified below. The Tariff of BEST and Tata Power Company Limited is enclosed.

## B.E.S.T Tariff

**Sr. No. 3**

**Abbreviation : LT-II : Non-Residential cum Commercial**

**Applicability :**

Electricity used at Low / Medium Voltage in all non-residential, non-induatrial premises for commercial consumption with sanctioned load upto and including 100kW except premises falling within LT I, LT III and LT VIII meant for operating various appliances used for purposes such as lighting, heating, cooling, cooking, washing / cleaning, entertainment / leisure, pumping in following places:

a) Non-domestic, Commerical and Business premises,
b) Educational Institutions, Hospitals and Dispensaries other than those mentioned at LT-1,
c) Hospitals, other than those mentioned at LT-1,
d) Hostels, other than those mentioned at LT-1,
e) Combined lighting and power services for Entertainment, Hospitability, Leisure, Meeting Halls and Recreations places.
f) Electricity used for the external illumination of monumental /historical/heritage buildings approved by MTDC, with sanctioned load upto and including 100kW.

**Rate Schedule :**

| Tariff Category | Consumption Slab (kWh) | Fixed Charge (Rs. / connection / month) | | Demand Charges (Rs. / kVA / month) | Variable Charge (Rs. / K.Wh) | |
|---|---|---|---|---|---|---|
| | | Single Phase | Three Phase | | Energy | Reliability |
| LT II | 0-300 | 60 | 150 | Nil | 3.75 | 0.38 |
| | 301-500 | 120 | 200 | Nil | 6.00 | 1.57 |
| | 501-1000 | 180 | 250 | Nil | 7.25 | 1.57 |
| | > 1000 | 300 | 300 | Nil | 8.40 | 1.57 |

Note :

- PF incentive and penalty has been made applicable to this category for consumers consuming more than 3,000 units (based on average consumption during January to December 2006 i.e. the past year's consumption) per month.
- Additional fixed charges of Rs. 150 per 10 kW or part thereof above 10kW sanctioned load shall be payable.

Sr.No. 4

**Abrrevation : LT III : Low Tension – Commercial**

**Applicability :**

Electricity used at Low / Medium Voltage mainly for commercial purposes and having sanctioned load above 100kW. This category will also include Electricity used for the external illumination of monumental, historical / heritage buildings approved by MTDC, with sanctioned load above 100kW.

**Rate Schedule :**

| Tariff Category | Consumption Slab (kWh) | Fixed Charge (Rs. / connection / month) | | Demand Charges (Rs. / kVA / month) | Variable Charge (Rs. / K.Wh) | |
|---|---|---|---|---|---|---|
| | | Single Phase | Three Phase | | Energy | Reliability |
| LT III | All Units | Nil | Nil | 300 | 6.75 | 1.57 |

Note :

- PF incentive and penalty has been made applicable to this category (based on average consumption during January to December 2006 i.e. the past year's consumption) per month.

**Sr.No. 5**

**Abrrevation : LT IV : Advertisements and Hoardings**

**Applicability :**

Electricity used for purpose of advertisements, hoardings and other conspicuous consumption such as external flood light, displays, neon signs at departmental stores, malls, multiplexes, theatres, clubs, hotels and other such entertainment / leisure establishments except those specifically covered under LT-II or LT-III as well as electricity used for the external illuminations of monumental, historical / heritage buildings approved by MTDC, which shall be covered under LT-II or LT-III category depending upon Sanctioned Load.

## 10.2 ELECTRICITY DUTY AND TAX ON SALE OF ELECTRICITY

The electricity duty and tax on sale of electricity will be charged as per the Government guidelines from time to time. However, the rate and the reference number of the Government Resolution/Order/Notification vide which it is made effective, shall be stated in the bill. A copy of the said Resolution/ Order/ Notification shall be made available on the TPC website.

## 10.3 BILLING DEMAND

The actual established maximum demand (KVA) shall be average kVA during 30 min. period of maximum use in the entire system within the billing month.

The "Monthly Billing Demand" for LT/HT consumers availing demand based tariff will be the highest of the following:

a) Actual Maximum Demand recorded in the month during the period of 0600 hours to 2200 hours;

b) 75% of the highest billing demand or Contract Demand, whichever is lower, recorded during the preceding eleven months;

c) 50% of the Contract Demand ("Contract Demand" means demand in kilo Watt (kW)/kilo Volt Ampere (kVA), mutually agreed between TPC and the consumer as entered into in the Agreement or agreed through other written communication).

## 10.4 PENALTY FOR EXCEEDING CONTRACT DEMAND

In case a consumer exceeds his Contract Demand, he will be billed at the appropriate Demand Charges for the actual recorded demand and in addition, penalty will be charged at the rate of 150% of the prevailing Demand Charges for the demand recorded in excess of the Contract Demand.

## 10.5 ADDITIONAL DEMAND CHARGES FOR CONSUMERS HAVING CAPTIVE GENERATION FACILITY

a) High Tension industries and other general High Tension consumers having captive generation facility synchronized with the grid will pay additional Demand Charges of Rs 20/kVA/month only on the extent of standby demand component.

b) Standby Charges will be levied on such consumers on the standby component, only if the consumers' demand exceeds the Contract Demand.

c) The additional Demand Charges will not be applicable if there is no standby demand and the captive unit is synchronized with the Grid only for the export of power.

## 10.6 SUPPLY AT 100 kV

a) In the event power is supplied at 100 kV, then the Consumer shall be allowed a rebate of 2% of the monthly energy charges, over the energy charges applicable for supply at 11 kV/22 kV/33 kV.

## 10.7 PROMPT PAYMENT DISCOUNT

A Prompt Payment rebate of 1% will be allowed on the monthly bill (including energy charges, fixed/demand charges, Reliability Charges and FAC, and excluding TOSE and other taxes) for the HT and LT Industrial and Commercial categories), provided the payment of the bill is received by TPC within 7 (seven) days from the date of issue of the energy bill or within 5 (five) days from date of receipt of the energy bill, whichever is later.

## 10.8 POWER FACTOR INCENTIVE

Whenever the average power factor of the consumer (Billed at HT tariff rates, LT III or LT V tariff rates) during the month is more that 0.95, an incentive shall be given at the rate of 1% (one percent) of the amount of the monthly bill (including energy charges, fixed/demand charges, Reliability Charges and FAC, and excluding TOSE, and other taxes) for every 1% (one percent) improvement in the power factor above 0.95. For PF of 0.99, the effective incentive will amount to 5% (five percent) reduction in energy bill and for unity PF, the effective incentive will amount to 7% (seven percent) reduction in the energy bill.

## 10.9 POWER FACTOR PENALTY

The Consumer shall maintain at each of the points of supply an average power factor of not less than 0.90 during the billing month (Billed at HT tariff rates, LT III or LT V tariff rates). If the average power factor of the Consumer at any of the points of supply during the month remains below 0.90, penal charges shall be levied at the rate of 2% (two percent) of the amount of the monthly bill (including energy charges, fixed/demand charges, Reliability Charges and FAC, and excluding TOSE, and other taxes) for the first 1% (one percentage point) fall in the power factor below 0.90, beyond which the penal charges shall be levied at the rate of 1% (one percent) for each percentage point fall in power factor below 0.91.

## 10.10 Load Factor Incentive

The Commission has introduced a Load factor incentive for consumers having Load Factor above 75% based on Contract Demand. Consumers having load factor over 75% upto 85% will be entitled to a rebate of 0.75% on the energy charges for every percentage point increase in load factor from 75% to 85%. Consumers having a load factor over 85 % will be entitled to rebate of 1% on the energy charges for every percentage point increase in load factor from

85%. The total rebate under this head will be subject to a ceiling of 15% of the energy charges for that consumer. This incentive is limited to HT I and HT II categories only. Further, the load factor rebate will be available only if the consumer has no arrears with TPC-D, and payment is made within seven days from the date of the bill or within 5 days of the receipt of the bill, whichever is later. However, this incentive will be applicable to consumers where payment of arrears in instalments has been granted by TPC-D, and the same is being made as scheduled. TPC-D has to take a commercial decision on the issue of how to determine the time frame for which the payments should have been made as scheduled, in order to be eligible for the Load Factor incentive.

The Load Factor has been defined below:

$$\text{Load Factor} = \frac{\text{Consumption during the month in MU}}{\text{Maximum Consumption Possible during the month in MU}}$$

Maximum consumption possible = Contract Demand (kVA) x Actual Power Factor

x (Total no. of hrs during the month less planned load shedding hours*)

* - Interruption/non-supply to the extent of 60 hours in a 30 day month has been built in the scheme.

In case the billing demand exceeds the contract demand in any particular month, then the load factor incentive will not be payable in that month. (The billing demand definition excludes the demand recorded during the non-peak hours i.e. 22:00 hrs to 06:00 hrs and therefore, even if the maximum demand exceeds the contract demand in that duration, load factor incentives would be applicable. However, the consumer would be subjected to the penal charges for exceeding the contract demand and has to pay the applicable penal charges).

## 10.11 PAYMENT OF BILLS

Bills will be rendered monthly. The due date for the payment of a bill shall be mentioned on the bill, and such due date shall not be less than fifteen (15) days from the bill date, except for residential consumers where the due date shall be not less than twenty one (21) days from the bill date.

## 10.12 DELAYED PAYMENT CHARGES

If the payment of the energy bill is not made within the due date, a one-time Delayed Payment Charge of 2% of the amount of monthly Electricity bill (excluding statutory levies, Power Factor Penalty) will be payable by the consumer.

## 10.13 RATE OF INTEREST ON ARREARS

The rate of interest chargeable on arrears will be as given below

| SN | Delay in Month (Span of months) | Interest Rate per annum (%) |
|---|---|---|
| 1 | Payment after due date up to 3 months (0 – 3) | 12% |
| 2 | Payment made after 3 months and before 6 months (3 – 6) | 15% |
| 3 | Payment made after 6 months | 18% |

The interest will be payable from the second month after the due date of payment, on the amount of bill plus the one-time delayed payment charges.

## 10.14 SECURITY DEPOSIT

The Security Deposit payable by consumers shall be equal to the average of 3 months' billing or of the billing cycle period, whichever is less. This dispensation is subject to the provisions of the Supply Code, which would apply.

1) Inspection charges of Rs.15/- per point and energy meter hire charges shall be Re.1/- per month for single-phase consumers and Rs.5/- 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. Tariff minimum is Rs.75/- as per the prevailing rate.

3) All the HT consumers shall provide Tri Vector meter and CTs/PTs at their cost under the supervision of the representatives of this Port Trust and the billing shall be done as per the details at 1.1(ii) above.

4) Connection & disconnection charges shall be Rs.554/- (present rate) for both single phase and three phase consumers when the power supply is disconnected due to non remittance of electricity due to the Port or non compliance of supply conditions by the consumers or for service connection shifting.

5) Penalty for taking unauthorised additional load/unauthorised tapping shall be as follows :

- Double the normal charges for demand / energy or both as the case may be, as assessed by representatives of the Licensor In such cases the concerned department is empowered to take appropriate action against the consumer including disconnection of power supply.

## APPENDIX – 6C

## PRESENT TARRIF FOR SUPPLY OF WATER

Charges for supply of fresh water for the operations shall be recovered @ Rs. 120 per cu.m.

# APPENDIX-7
# PRELIMINARY DESIGN CRITERIA

## 1. Preliminary Design and Technical specifications.

All permanent works will have to be designed to latest Indian codes of practice and standards and/or recognised other codes, regulations appropriate to the part of the works considered. The following is a list of main codes, standards and design manuals referred.

### 1.1 Civil Work – General

| | | |
|---|---|---|
| BS 5400 | - | Steel, Concrete and Composite Bridges. |
| BS 6349 | - | Design of Maritime Structures. |
| BS 8004 | - | Foundations. |
| IS 456 | - | Plain and Reinforced Cement Concrete Construction. |
| IS 800 | - | Use of structural steel in building works. |
| IS 875 | - | Code of Practice for Design Loads for Buildings and Structures. Part 3 – Wind Loads. |
| IS 1893 | - | Criteria for Earthquake Resistant Design of Structures. |
| IS 4651 | - | Code of Practice for Planning and Design of Port and Harbours. |
| IS 2911 | - | Pile Construction. |
| IRC 6 | - | Loading on Bridges. |
| IRC 21 | - | Bridge Construction. |

### 1.2 Civil Works – for Mooring loads and layouts

| | | |
|---|---|---|
| OCIME | - | Mooring Equipment Guidelines. |
| OCIMF | - | Prediction of Wind and Current Load on VLCCs. |
| OCIMF | - | Guidelines and Recommendations for the Safe Mooring of Large Ships at piers and Sea Islands. |

## 1.3 Geotechnical

BS 5930 Site Investigation.

BS 8000 Foundations.

EN Bromhead The Stability of Slopes.

MJ Tomlinson Pile Design and Construction Practice.

## 1.4 Electricals

BS 7671 Requirements for Electrical Installations, IEEE Wiring Regulations.

BS 7361 Cathodic Protection.

The design features shall generally conform to the details given in the Detailed Feasibility Report –Section 6 forming volume II of the RFP Document.

## APPENDIX 8

## DESIGN AND DRAWINGS

The general layout drawing of the Port and the layout of proposed development of the OCT Project have been enclosed. The minimum design criteria are shown in Appendix 7 and the Project profile.

All design and drawings for construction and commissioning of the OCT Project including development of the stackyard, RCD etc as shown in the Request For Proposal shall be prepared and submitted by the Licensee to the Licensor and Independent Engineer for approval of the Independent Engineer.

The list of important drawings and designs submitted by the Licensee:-

| Sr.No. | Drawing No. | Details of Drawing |
|---|---|---|
| 1. | I 415 C-002 | General arrangement of Berth & Approach- Offshore Container Terminal. |
| 2. | I 415 E-01 | Single line diagram for power distribution system for S/S-1. |
| 3. | I 415 E-02 | Single line diagram for power distribution system for S/S-2 |
| 4. | I 415 L-01 1/2 | Layout Plan - Offshore Container Terminal. |
| 5. | I 415 L-01 2/2 | Cross Sections - Offshore Container Terminal. |

## APPENDIX – 9

## INDEPENDENT ENGINEER

### 1. Role of the Independent Engineer

The Independent Engineer is expected to play a positive role and act independently on behalf of both Licensor and the Licensee in discharging its functions thereby facilitating the smooth implementation of the OCT Project:

- Independently review, monitor and where required by the License Agreement to approve activities associated with the design, construction and operations and maintenance of the Project Facilities and Services to ensure compliance by the Licensee with the License Agreement.
- Visit, inspect, and report to Licensor on various aspects of the OCT Project and carry out all such activities as are provided in the License Agreement. Without prejudice to this, the scope of services of the Independent Engineer shall be as specified in Para 2 to 4.
- The Independent Engineer shall have no authority to relieve the Licensee of any of its duties or to impose additional obligations other than those expressly provided in the License Agreement.

### 2. Scope of Services

The scope of services to be provided by the Independent Engineer is listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the License Agreement:

*2.1. Period Prior to the Construction Phase*

- Review the Project Schedule submitted by the Licensee;
- Proof checking of designs, calculations and working drawings

prepared by the Licensee for the construction of various components of the Project Facility and Services in accordance with provisions of the License Agreement;

- Review the adequacy of the geo-technical studies, sub-soil investigations, hydrological investigation and the topographical survey, if any carried out by the Licensee;
- Review the environmental management plan for the OCT Project during Construction Phase and Operations Phase;
- Review the proposed quality assurance and quality control procedures during the Construction Phase and Operations Phase; and
- Review the safety measures proposed during Construction Phase and Operations Phase.

2.2. *Construction Phase*

- Monitor the progress in implementation of the OCT Project based on the Project schedule submitted by the Licensee;
- Review and monitor quality assurance and quality control during Construction Phase;
- Review the material testing results, mix designs and order special tests of materials and/or completed works, and/or order removal and substitution of substandard materials and/or works as required;
- Ensure that the construction work is carried out in accordance with the Specifications and Standards and Good Industry Practice;
- Identify delays in completion and recommend to the Licensee the remedial measures to expedite the progress.
- Review "As Built" drawings for each component of the works prepared by the Licensee;
- Review the safety measures provided by the Licensee;

- Supervise and monitor various completion tests;
- Issue the Completion Certificate, or approval to handle cargo prior to issue of Completion Certificate, as the case may be, in accordance with the provisions of the License Agreement;
- Review and approve the Maintenance Manual prepared by the Licensee; and
- Review and ascertain the cost variation arising as a result of Change in Law and determine the additional cost.

*2.3. General*

- Design a Management Information System (MIS) for monitoring of the Project by Licensor;
- Determine and recommend changes to the Project Schedule, Scheduled OCT Project Completion Date and the License Period in accordance with the License Agreement; and
- Mediate and assist in resolving disputes between Licensor

## 3. REPORTING REQUIREMENTS

The Independent Engineer would be required to participate in the OCT Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month during the Construction Phase and also to participate in emergency or extra-ordinary meetings of the parties held to deal with any emergency, Force Majeure or other exigencies.

The Independent Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:

- Manpower deployed and other organizational arrangements of the Independent Engineer Reviews of documents submitted it to the

Licensee to meet OCT Project requirements such as manuals, drawings, schedules, plans, reports;

- Inspections undertaken, notices / instructions issued to the Licensee;
- Test Reports;
- Change of scope and Change in Law;
- Emergency (including accidents);
- Force Majeure Events; and
- Breaches and Defaults by the Parties.

The Independent Engineer shall prepare and submit to the Licensor three copies and to the Licensee two copies each of the following reports.

- Construction Phase;
- Monthly Progress Report; and
- Various other reports as provided in the License Agreement such as Completion Report.

## APPENDIX 10

## ENVIRONMENTAL APPROVALS

The Licensor has engaged National Environmental Engineering Research Institute, Nagpur (NEERI) for assisting the Licensor to obtain environmental clearance from MoEF for construction and development of the Offshore Container Terminal including 350 metres extension of wharf towards the south i.e. the Third Berth.

The details of stipulations/conditions laid by the MoEF while sanctioning clearance has been furnished to the Licensee. The Licensee shall follow all the conditions pertaining to him. However, the following General stipulations of the MoEF should be followed during construction and operation phase:

i) All construction designs/drawings relating to construction activities must have the approvals of the concerned Govt. Departments/Agencies. Ground water should not be tapped for the 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) To meet any emergency situation adequate foam containers should be kept ready with supporting fire fighting system and water pipelines;

iv) The staff posted in sensitive areas should be trained in implementation of the crisis management plan already drawn by the Authorities. Mock drills for this purpose should be conducted on a regular basis. Provisions of the Dock safety Act and the guidelines issued by the D.G.F.A.S.L.I./ C.L.I., Mumbai for the safety for the health of the dock workers should be followed;

v) Adequate noise control measures must be provided to maintain noise level within the prescribed standard 85 DBA in various work places. If needed, the ear plugs and ear muffs should be provided to the workers in the port area;

vi) Standby DG set must be provided to ensure uninterrupted power supply to the pump house and the fire fighting system;

vii) Third party inspection should be ensured during construction and operation phase with adequate insurance cover. The project authority should confirms on regular intervals of 6 months to the Ministry about implementation of the suggested safeguard measures and data /report should be open for inspection by the team which will be constituted by the Ministry, if found necessary;

viii) Full support should be extended to the officers of the Ministry of Environment and Forest Regional Office during inspection of the project for monitoring purposes by the project proponents by furnishing the full details and the action plan;

ix) In case of any deviation or alteration in the OCT 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 authority would be responsible for implementing the above suggested safeguard measures;

x) The ministry reserves the right to revoke clearance, if the conditions, stipulated are not implemented to the satisfaction of the Ministry;

xi) 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 (Prevention) Act 1986 and the public liability (insurance) Act 1991 along with their amendments and rules;

xii) The Licensee shall obtain and keep in force during the entire licensed period all the statutory clearance incl. NOC of MPCB for

operations at the berths. He shall meet at his own cost all the stipulation imposed by the authorities on this regard; and

xiii) Environmental protection - In the licensed premises, the Licensee shall adhere to all environmental requirements, terms and condition pertaining to pollution Control, discharge of effluents and like matters which are required by any statutes, by laws and regulations and to comply with other regulations & directives concerning occupational hazards, as issued by the Licensor and the relevant authorities form time to time.

**Environment and pollution control measures**

Water and air pollution is monitored by Port Dept. of the Licensor. The Licensee should observe the requisite restriction & controls as per the MARPOL conventions and pollution control requirement from the State/Central organisations.

The environmental control, greening of area and atmospheric pollution levels are maintained/ monitored by MBPT which again is overseen by state /central environmental. /pollution control and ensure that the ecology and environment, is maintained harmoniously and appropriate remedial measures are taken by the Licensee to mitigate the deficiencies.

# APPENDIX 11

## OPERATIONAL STRATEGIES AND WORK PLANS

## (AS SUBMITTED BY THE CONSORTIUM ALONG WITH THE BID)

## Terminal Operations Plan:

The Operations in the Container Terminal will be classified as follows:

- Marine Operations
- Yard Operations
- Maintenance & Repair

**Marine Operations:**

- Responsibilities:

The Operations Manager of the Terminal will be the responsible person for all the Marine Operations in the Container Terminal.

The Marine assistant manager on duty will be the direct responsible person of the daily Marine Operations.

- Scope of the Marine Operations

a. Collecting of the required information:
   - Arrival data of the vessel.
   - Arrival conditions of the stow ( Bay Plan).
   - Operations requirements of the client.

b. Opening of the corresponding file of the Operation.

There will be a file per vessel operation, including the corresponding Yard operations. The file should include all the data relating to the operation, such as the vessel figures, the load & discharge figures as well as the Yard Operations figures of the related containers.

c. Planning of the Operation, including the allocation of the Human resources.

Upon the completing collection of the data, the ship planner in charge of the vessel will assign, in coordinating with the Harbour Master, the berthing slot in the Terminal.
The respective marine and yard supervisors will allocate the required human resources for the operation, as well as the material resources.

d. Operation.

The Physical operation starts as soon as the vessel complete the mooring.
The Ship planer will submit to the Chief Mate on the stow plan for his approval.
Upon the approval, the operations will start according to the Planning.

During the operations, the Marine supervisor, will follow the process to assure that the planning is being fulfilled and will order the corrections actions required.

Upon the completion of the operations, the Ship Planner will check the performance, will file the incidences and will elaborate a Final report.

e. Reporting of the Operation.

The Marine Supervisor will provide the report of the operation to the Line upon request.

**Yard Operations:**

- Responsibilities:

The Operations Manager of the Terminal will be the responsible person for all the Yard Operations in the Container Terminal.

The Yard manager on duty will be the direct responsible person of the daily Yard Operations.

The Gate manager on duty will be the direct responsible person of the daily Gate Operations.

- Scope of the Marine Operations

a. Reception of the cargo:

A soon as a container arrives to the gate of the terminal, the gate clerk will check that the corresponding file of the vessel on which these container is to be loaded, is open, otherwise, will ask to the Marine department for the opening of the file.

The Gate clerk will perform the documental and the physical entrance dispatch of the container.

The gate clerk will include all the pending data of the container in the file, if any:

- Container No.
- Weight.
- Loading vessel, port of destination.
- Shipper and consignee.
- Haulage data.

Upon the filling of the required data, the TOS will automatically assign a slot position for the container in the Yard, and the Gate Clerk will inform to the foreign truck accordingly.

The Yard Supervisor will execute the "positioning order" created by TOS by assigning the required Human and material resources.

b. Delivery of the cargo:

Upon the arrival of the foreign truck to the Gate, the Gate clerk will confirm the delivery dispatch and will fill out the required data to able the TOS to issue the "delivery order"

Upon the issue of the delivery order, the Gate Clerk will instruct to the foreign truck to enter in the terminal to pick out the container.
The Yard supervisor will execute the "delivery order" by assigning the required human and material resources.

**Maintenance and Repair:**

- Responsibilities:

The Maintenance Manager of the Terminal will be the responsible person for all the Maintenance and Repair activities in the Container Terminal.

- Scope of the operations:

Perform the preventive maintenance of the all equipment and infrastructure of the Terminal, according with the "General Maintenance Master Plan" to be elaborated by the Maintenance Manager in later stage.

To perform the necessary repairs of the equipment and the infrastructure, as soon as the damage is reported. The damaged causing a interruption of the operations will be processed according to the "Urgent Repair Guidelines" to be elaborated by the Technical Manager.

To manage the spare part stocks, accurate controls the inventory.

To manage and keep updated the maintenance system for the M&R operations, which will be able to perform the following tasks:

- Generates preventive maintenance history of equipment,
- Provide maintenance and repair information,
- Provide Open Image system with digital drawing,
- Has Inquiry function of expected man-hours & Job order list, historical cause and frequency of trouble, reefer operation history and status,
- Controls Stock by balancing consumption and purchase,
- Control Demands by generating demand application with user-selected option,
- Provides Optimized Allocation of human resource for maintenance,

## Strategy to increase the Productivity:

The productivity is the Key factor in a Container Terminal, since these factor affects directly to:

- Quality of the services to provide to the lines.
  - The better productivity on the vessels, the more savings for the liner calling in the terminal:
    - i. Less port expenses.
    - ii. To ability to include more ports in the rotation.
    - iii. Less charter expenses.
- Costs of the Container Terminal:
  - The better productivity on the vessels, the more savings for the Container Terminal:
    - i. Reduction of all variable costs:
      1. Labour
      2. Consumptions
      3. M&R
    - ii. Increase of the Capacity of the Terminal.
      1. Ability to increase the throughput of the Terminal without increasing investments.

Proposed performance standards in relation to international benchmarks, and timing for achieving these operational and productivity targets.

The Operator will manage and operate all the equipments, human recourses and know-how to fulfil the Performance guarantee stated on the Tender Documents.

The operator shall make the terminal available for operations 24 hours a day, 365 days a year. The Operator will implement an Action Plan to exceed these performance standards, according to the following figures:

### 1. Berth Production:

The Operator will assure a minimum berth production of 30 lifts per hour and per vessel, and will increase these berth production to 35 lifts during the contract period. The Action plan proposed by the operator will be based on the following factors affecting the Crane performance:

- Maintenance of the Major equipment.
- To optimize the container flow between the berth area and the yard area by allocating the adequate equipment for each operation.
- To employ a terminal operating system that will be the tool for planning operations.
- To perform the necessary labour arrangements.

2. **Average truck turn-around time:**

The Operator will implement the required automated systems to allocate a slot position for each truck entering in the terminal, so that the turn-around time is reduced as much as possible.

3. **Equipment downtime:**

The Maintenance and Repair plan to be implemented by the Operator will assure international standards are met.

## Operation Goals

The Operator will establish the following operating standards as a base:

**Marine Operations:**

- Productivity goals exceeding 30 moves per hour will be set
- Cycling of all available bays
- Maximizing twin-twenty operations
- Vertical tandem lifting of all possible empties
- Crane operator training
- Highly detailed planning
- Involved management

**Yard Operations:**

- Productivity goals of 20 moves per hour per Rubber Tire Gantry crane will be set
- Turn time goals of 30 minutes will be established
- Cycling with grounded stacks for maximized throughput
- Detailed planning
- Operator training
- Involved management

**Gate Operations:**

- Set productivity goals of 10 gate transactions per lane per hour
- Detailed planning
- Involved management

**Rail Operations:**

- Productivity goals of 15 moves per hour per machine will be set
- Cycling of load and discharge to rail cars
- Direct vessel to rail operations
- Detailed planning
- Involved management

## Manning

While maintaining the dual operation of BPS and OCT during the 4th and 5th year of concession, is expected that certain qualified employees can be also transferred from BPS to OCT. For OCT operation, employee hiring and training shall be done proactively, making sure that the workers are reading day one into operation, reducing the leaning curve involved. The following table 6 summarizes the # of employees planned for OCT.

| MANAGEMENT REMUNERATION | Go Back |
|---|---|
| | Nos. |
| General Manager | 1 |
| Operation Manager | 1 |
| Marine Operations Manager | 1 |
| Yard/Gate/Rail Operation Manager | 1 |
| Assistant Marine Manager | 3 |
| Assistant Yard/Gate Manager | 3 |
| Assistant Rail Manager | 2 |
| Assistant documentation manager | 1 |
| Planners | |
| Vessel | 6 |
| Yard | 5 |
| Maintenance Manager | 1 |
| Supervisors - Electricals | 2 |
| Supervisors - Mechanical | 2 |
| Shift Engineers - Electricals | 5 |
| Shift Engineers - Mechanical | 5 |
| Workmen - Electricals | 8 |
| Workmen - Mechanical | 8 |
| Finance Manager | 1 |
| System Manager | 1 |
| System Analyst | 2 |
| HR and Administrative Manager | 1 |
| Officers | 6 |
| Safety Manager | 1 |
| Total | |
| Benefits | |
| TOTAL | 67 |
| | 2009 |
| Operators | |
| Quay Crane | 20 |
| R T Gantries | 64 |
| Total | |
| Benefits | |
| TOTAL | 84 |

Table 8

A total of 151 full time employees are required for the 1st year of operation according the volume forecasted. It is assumed that other resources shall be outsourced, the lashers, drivers, checkers, and documentation clerks, a total of 99 labours can be outsourced in the 1st year of OCT operation.

| Checkers | Counters | Per shift | No. of shi | Total |
|---|---|---|---|---|
| QC side | | 4 | 3 | 12 |
| On board ship | | 4 | 3 | 12 |
| Drivers | | 12 | 3 | 36 |
| Documentation | | 5 | 3 | 15 |
| In-gate | 4 | | 3 | 12 |
| Out-gate | 4 | | 3 | 12 |
| **Total** | | | | **99** |

Table 9

As OCT volume will ramp up in the proceeding years, and new Quay cranes and RTGs becomes available, the need of the additional operator will become apparent. Thus it is also assumed that by 2012 and 2015, additional 42 crane operators need to be hired during each of this year, bring the total full time employee for OCT at 235 by the 2015. Although the exact timing and figures maybe certainly be adjusted depending upon the real volume realization when OCT is operational.

# FINANCING PLAN

## Proposed arrangements for raising required means of finance for the Project

Year-wise investment plan

# PROPOSED ARRANGEMENTS FOR RAISING REQUIRED MEANS OF FINANCE FOR THE PROJECT

| | INR million | INR million |
|---|---|---|
| | Initial | Final (including initial) |
| *Estimated Total Project Cost | 7408 | 10311 |
| Debt Equity ratio assumed | 2.33: 1 | |
| Equity | 2,222 | |
| Debt | 5,186 | |

* At todays value without considering any inflation

## GAMMON INDIA LIMITED &

## GAMMON INFRASTRUCTURE PROJECTS LIMITED

### Networth

With a preferential equity allotment in Gammon India Ltd. and two successful rounds of GDR placement on the Luxembourg Stock Exchange the Net worth of Gammon India Limited is in excess of Rs. 8,500 Million as on March 31, 2006. Gammon Infrastructure Projects Limited also witnessed a round of private equity placement after which its Networth as on March 31, 2006 is in excess of Rs. 2300 million.

### Profitability & Dividend History

Gammon has a consistent track record of Profitability & Dividend history for the last 30 years.

### Financial Ratings and standing

Gammon enjoys one of the highest financial ratings in the construction industry from both CRISIL and CARE.

- GIL's short term rating for a 10 year paper is AA (double A) by CRISIL and AA+ (double A plus) by CARE.
- GIL's short term rating is PR1+ by CARE.

**Financial Strength to raise finance-**

GIL's Debt: Equity ratio of less than 0.2 and GIPL's zero debt roof gives the GAMMON group a very high leveraging power to raise debt. This makes available for GAMMON an excellent borrowing power in the financial markets. In the Infrastructure development business GAMMON has existing ten SPVs (BOT projects based on the PPP model) of which five projects have already witnessed their financial closure, met their funding requirements and four are in their operations stage. One of the largest toll roads of India the Mumbai-Nasik Expressway which is one of the 10 SPV's of GAMMON has recently concluded its Financial Closure, the finalised structure has a Debt Equity of 9:1. For our funding requirements we have received sanctions and availed funding from the likes of ICICI bank, Canara Bank, IDBI Ltd., Bank of India, Federal Bank to name a few. Therefore, for the arrangement of Loan funds for the Mumbai offshore container terminal, we are confidently positioned today to enjoy the best offers from the lenders community.

Gammon India Ltd.'s Consortium of Bankers include Canara Bank, ICICI Bank, IDBI Ltd, Vyasa Bank, Syndicate Bank, Allahabad bank and Punjab National Bank.

GIPL has filed its prospectus for its upcoming IPO with SEBI and is awaiting comments. The planned IPO will enable Gammon Infrastructure Projects to have its Net worth in excess of INR 5000 million in the next 12 months.

## ACS GROUP
## CAPITAL INVESTMENT AND FUNDING SOURCES

ACS has a very wide experience in financing infrastructure projects all around the world. ACS promotes and arranges financing for motorways, ports, airports, waste management plants, wind energy businesses and water treatment plants. ACS Group is the world leader in infrastructure concessions.

ACS Group's experience in project financing covers many countries: Spain, Argentina, Brazil, Dominican Republic, Egypt, South Africa, United Kingdom, The Netherlands, etc. ACS looks for the best financial partner (s) on a case by case basis. Often the company involves multilateral institutions such as the World Bank (through the International Finance Corporation), and the Inter-American Development Bank, or the European Investment Bank.

ACS's business unit Servicios y Concesiones, the parent division of DSPL is currently arranging project finance loans that amount of more than € 2600 million.

## DRAGADOS SPL

DSPL is the Ports and Logistics subsidiary of ACS Group also has very wide experience in project financing for ports, here are some of the examples:

1. ATM Terminal (Bilbao): a € 58 million loan arranged with Caja Madrid savings bank for a terminal in Bilbao (north of Spain). Maturity: 15 years. Initial debt ratio: 80%.
2. Terminales del Sudeste (Málaga): a € 66 million loan, arranged with BBVA and a group of banks (local and international banks). Maturity: 15 years. Initial debt ratio: 80%.
3. Caucedo terminal (Republica Dominicana): a US$ 195 million loan. Bank leader: Scotiabank. Involves several banks, amongst other the International Finance Corporation of the World bank. Maturity: 10 years. Initial debt ratio: 70%.
4. Jing Tang International Terminal (China). loan was finalized with local Chinese banks.

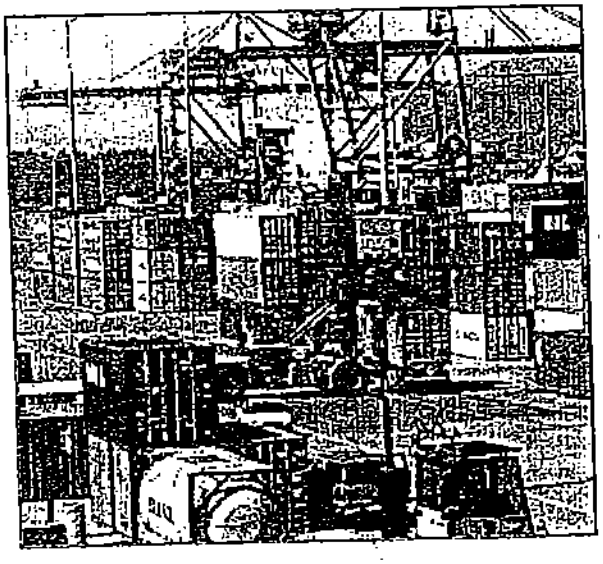
# APPENDIX 12

## EQUIPMENT PROCUREMENT PLAN

(AS SUBMITTED BY THE CONSORTIUM ALONG WITH THE BID)

# OFFSHORE CONTAINER TERMINAL

## Basic Modes of Operation



The option recommended by us is a combined RTG and Reachstacker operation. This option has the most flexibility in terms of infrastructure and operating costs, as well as ability to handle rapid volume growth.

The following is a list of capital equipment that would have to be purchased for the first year of operation based on a combined RTG and Reachstacker operations

- 4 Container Gantry Cranes (Quay Cranes)
- 14 Rubber Tyre Gantry Cranes (RTG Cranes)
- 4 Reach Stacker
- 20 Tractors
- 25 Bombcarts (Trailers)
- 4 Forklifts

Using industry standard productivity assumptions and statistical modeling of moves based on cargo mix assumptions we were able to arrive at the equipment requirements. Subsequent capital purchases (yearly) can be found in the Investment in Major Equipment section.

## Volume

There are three volume scenarios projected for OCT, which are the (i) pessimist, (ii) moderate, and (iii) optimistic scenarios. A full scale market study were awarded to a local consulting firm that has done excellent job outlining OCT's future with respect of Indian's country growth, regional growth, and as

well as the volume demand vs. the capacity supply of specifically the north/western region of India.

The table 2 summarizes the three different scenarios used in our business model.

| Sl. No. | Year | Throughput in 000's TEU | | |
|---|---|---|---|---|
| | | Pessi-mistic | Moderate | Opti-mistic |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | 2010 | 340.0 | 480,0 | 550.0 |
| 5 | 2011 | 420.0 | 610,0 | 720.0 |
| 6 | 2012 | 770.0 | 1.000,0 | 1.140.0 |
| 7 | 2013 | 880.0 | 1.160,0 | 1.200.0 |
| 8 | 2014 | 1.000.0 | 1.200,0 | 1.240.0 |
| 9 | 2015 | 1.140.0 | 1.240,0 | 1.240.0 |
| 10 | 2016 | 1.140.0 | 1.240,0 | 1.240.0 |
| 11 | 2017 | 1.140.0 | 1.240,0 | 1.240.0 |
| 12 | 2018 | 1.140.0 | 1.240,0 | 1.240.0 |
| 13 | 2019 | 1.140.0 | 1.240,0 | 1.240.0 |
| 14 | 2020 | 1.140.0 | 1.240,0 | 1.240.0 |
| 15 | 2021 | 1.140.0 | 1.240,0 | 1.240.0 |
| 16 | 2022 | 1.140.0 | 1.240,0 | 1.240.0 |
| 17 | 2023 | 1.140.0 | 1.240,0 | 1.240.0 |
| 18 | 2024 | 1.140.0 | 1.240,0 | 1.240.0 |
| 19 | 2025 | 1.140.0 | 1.240,0 | 1.240.0 |
| 20 | 2026 | 1.140.0 | 1.240,0 | 1.240.0 |
| 21 | 2027 | 1.140.0 | 1.240,0 | 1.240.0 |
| 22 | 2028 | 1.140.0 | 1.240,0 | 1.240.0 |
| 23 | 2029 | 1.140.0 | 1.240,0 | 1.240.0 |
| 24 | 2030 | 1.140.0 | 1.240,0 | 1.240.0 |
| 25 | 2031 | 1.140.0 | 1.240,0 | 1.240.0 |
| 26 | 2032 | 1.140.0 | 1.240,0 | 1.240.0 |
| 27 | 2033 | 1.140.0 | 1.240,0 | 1.240.0 |
| 28 | 2034 | 1.140.0 | 1.240,0 | 1.240.0 |
| 29 | 2035 | 1.140.0 | 1.240,0 | 1.240.0 |
| 30 | 2036 | 1.140.0 | 1.240,0 | 1.240.0 |

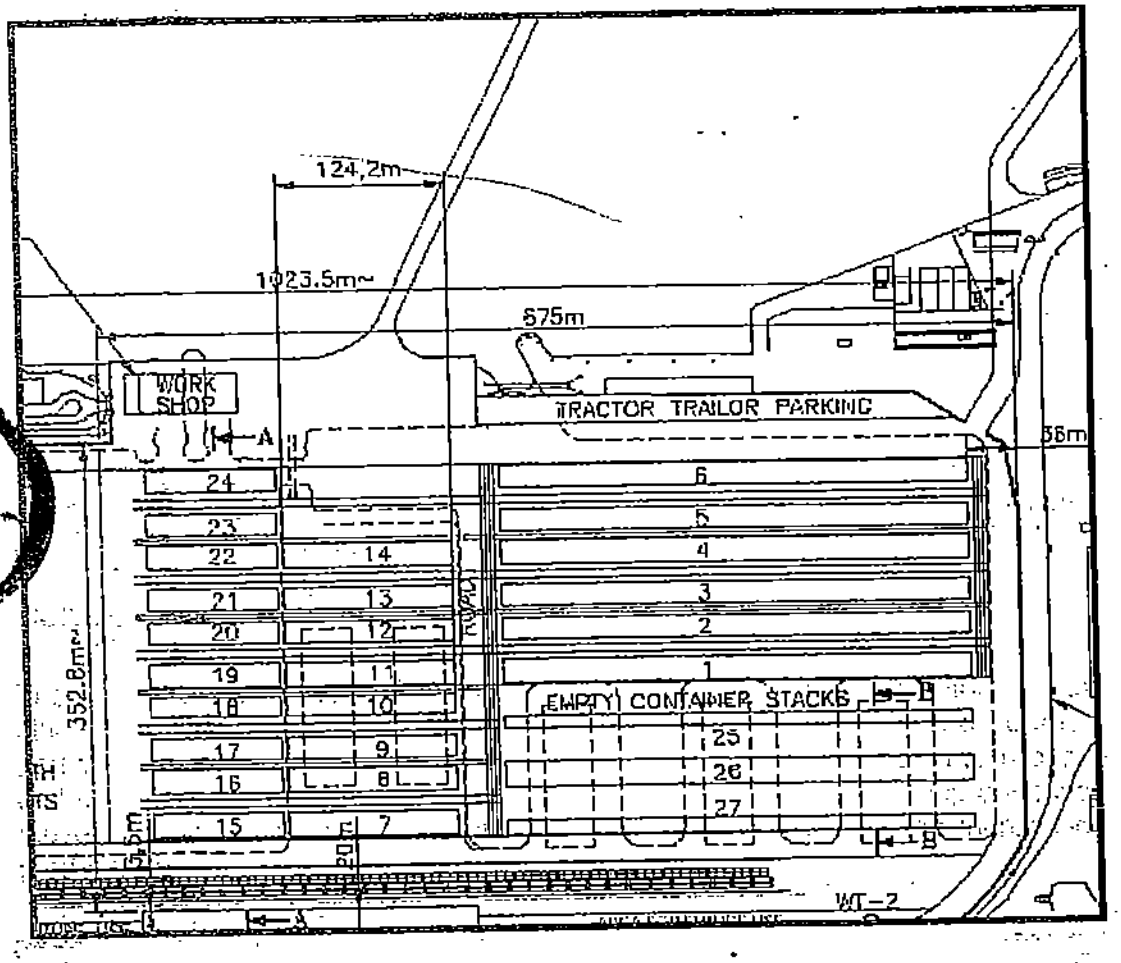
Table 2

For the OCT business model, we have used the moderate traffic estimate that indicates the OCT start-up volume in 2010 from 480,000 teus. The traffic will then steadily grow, by the 9th year, or 2015; traffic would remain constant there on 1.24 million teus, which is largely due to the anticipated capacity saturation. It is estimated that with 700 meter of berth length, plus 35 hectares of stacking area, full capacity will be reached at just over 1 million teus.

With optimised usage of the existing yard space, best operation practices, and modern terminal operating processes and systems, in conjunction with the CFS, as well as outside empty depots, we are confident that OCT can handle over 1 million of teus per year.

## Container Stacking Yard

The stacks are designed to be parallel to the berth. The segregation of the stacks will be with regard to vessel, weight, booking, bill of lading, size, cargo, port of discharge and age. This is important to reduce the unproductive moves and multiple handling within the terminal. The minimal amount of unproductive moves will result in faster turn times, reduced capital needs and increased productivity.




STACK YARD LAYOUT

An empty area should be set up in close proximity to the berth to easily accommodate the vessel and gate operation. Empties will be handled to and from the vessel with reach-stackers.

Traffic patterns should be set up to easily accommodate vessel and gate traffic at the same time.

## Yard Layout

Preliminary yard plan for OCT will have 3552 full teu ground slots, and 928 empty ground slots (see Table 3). Assuming OCT will deploy RTGs of 1x5 for loads. And 1x6 for empties, there will total stacking capacity of 20960.

| | | | | | |
|---|---|---|---|---|---|
| Ground Slot Full | | 3552 | | | |
| Ground Slot Empty | | 928 | | | |
| | | | TEU Capacity Full | TEU Capacity Empty | Total Capacity |
| RTG 1X4 | RTG (6X4) | 3.50 | 12432 | 5568 | 18000 |
| RTG 1X5 | RTG (6X5) | 4.33 | 15392 | 5568 | 20960 |
| RTG 1X6 | RTG (6X6) | 5.17 | 18352 | 5568 | 23920 |

Table 3

In order to calculate the proper yard capacity utilization, some assumptions (see table 4 below) are taken from analysing historical figures, as well expert interviews.

| | 20 feet container | | | 40 feet container | | |
|---|---|---|---|---|---|---|
| | Laden | Empty | ICD | Laden | Empty | ICD |
| Import | 32.5% | 13.0% | 3.5% | 33.5% | 11.5% | 2.0% |
| Export | 37.0% | 2.0% | 2.0% | 37.5% | 3.0% | 2.0% |
| Transhipment | 8.0% | 1.0% | 1.0% | 9.5% | 1.0% | 0.0% |

| | Aging |
|---|---|
| Full Imports | 1.5 |
| Full Exports | 7 |
| Full Import ICD | 2 |
| Full Exports ICD | 4 |
| Transshipment | 7 |

Table 4.1 & 4.2

Peak utilization of 15% increment is assumed in the yard capacity model.

As shown in table 5 below if traffic fulfils according to the moderate OCT projection. The stacking yard is expected to reach its load capacity by 2015. However, several remedies can be taken to alleviate the yard congestion, such as converting empty areas for load storage. Reducing aging for outbound containers where possible, and evacuate imports to CFS, empty to outside depots as soon as is operationally feasible.

| Years | 4<br>2010 | 5<br>2011 | 6<br>2012 | 7<br>2013 | 8<br>2014 | 9<br>2015 | 10<br>2016 |
|---|---|---|---|---|---|---|---|
| Cargo volume / TEUs | 480.000 | 610.000 | 1.000.000 | 1.160.000 | 1.200.000 | 1.240.000 | 1.240.000 |
| Average Utilization Loads | 33% | 43% | 70% | 81% | 84% | 87% | 87% |
| Peak Utilization | 39% | 49% | 80% | 93% | 96% | 100% | 100% |
| Average Stack Height | 1,7 | 2,1 | 3,5 | 4,0 | 4,2 | 4,3 | 4,3 |
| Peak Stack Height | 1,9 | 2,4 | 4,0 | 4,7 | 4,8 | 5,0 | 5,0 |
| Empty Utilization | 21% | 27% | 44% | 51% | 53% | 54% | 54% |

Table 5

## Investments in Major Equipment

It has been calculated the equipment requirements of OCT on basis of the following assumptions:

- Volumes according to the moderate projections.
- A minimum productivity of 25 port moves per hour per crane can be obtained, teu per lift ratio of 1.27, and 10% open berth factor, and 80% of working factor assumed for each crane.
- The minimum life time for the quay cranes and RTGs are 25 years, 15 years for Reachstackers, and 10 years for trucks and bomb-carts. Adequate replacement plan in calculated in place in our model for all equipment except quay cranes and RTGs.
- The RTG required are 2.5 units per quay crane, and 3 additional RTGs required for rail operation.
- The Reachstackers and Forklifts required are 1 unit per quay crane.
- The Terminal Tractors required are 5 units per quay crane.
- The Terminal Chassis required are 1.25 per Terminal Tractor.
- One replacement spreader is required by quay crane.
- One replacement spreader is required by each 2 RTG's.
- One lashing cage and one overweight gear per quay crane are required.
- Non-cargo vehicles: Vehicles required by the operations and technical department for internal transport in the Terminal.

Above table shows the major equipment requirements in terms of volume and time. From 2015 and beyond, is expected that terminal capacity will be peaked at 1.24 million teus. Thus the equipment requirements will remain constant, only replacement of certain equipment as mentioned in previous sections will occur.

Table 6

| # Year Volume | TEU | 1 2010 480.000 | 2 2011 610.000 | 3 2012 1.000.000 | 4 2013 1.160.000 | 5 2014 1.200.000 | 6 2015 1.240.000 | 7 2016 1.240.000 |
|---|---|---|---|---|---|---|---|---|
| Equipment Needs | Capacity TEU (pm | 2010 | | | | | | |
| Shore Cranes | 192024 | 3 | 5 | 6 | 7 | 7 | 7 | 7 |
| RTGs | 2.5+3 | 11 | 16 | 18 | 21 | 21 | 21 | 21 |
| Tractors | 5 | 15 | 25 | 30 | 35 | 35 | 35 | 35 |
| Bombcarts | 1.25 | 19 | 32 | 38 | 44 | 44 | 44 | 44 |
| Reachstackers | 1 | 3 | 5 | 6 | 7 | 7 | 7 | 7 |
| Forklifts | 1 | 3 | 5 | 6 | 7 | 7 | 7 | 7 |
| Equipment to Purchase | Million US$ | Nos. Planned to be purchased in each year | | | | | | |
| Shore Cranes | 6.000.000 | 4 | 1 | 1 | 1 | 0 | 0 | 0 |
| RTGs | 1.200.000 | 14 | 2 | 2 | 3 | 2 | 0 | 0 |
| Tractors | 65.000 | 20 | 10 | 10 | 5 | 0 | 0 | 0 |
| Bombcarts | 8.000 | 25 | 5 | 5 | 6 | 5 | 5 | 0 |
| Reachstackers | 360.000 | 4 | 1 | 1 | 1 | 0 | 0 | 0 |
| Forklifts | 150.000 | 4 | 1 | 1 | 1 | 0 | 0 | 0 |

As summarized in the above table, there will a total of 7 shore cranes (quay cranes) required by the year 2014 if OCT traffic fulfils according to the moderate business projection. As well if the productivity level remains stagnant at 25 moves per hour per crane. Is important to mention that above table only serves as reference of the equipment required as a function of volume and productivity. Real equipment deployment plan shall be based on true volume fulfilment, as well realistic productivity levels that can obtained.

It is also assumed that by 2014, there will be a total of 21 RTGs, 35 tractors, 44 bomb-carts, 7 reachstackers and 7 forklifts respectively, and with the necessary number of terminal vehicles that will be determined later.

As shown in below table, with 7 cranes by 2013, and traffic to be above 1 million teus, crane utilization are expected to reach almost 90% during peak time. Additional productivity enhancement measures shall be taken, such as the double cycling, efficient yard planning and traffic segregation, operator trainings, as well as the preventive and predictive equipment maintenances plan. Thus a more world-class productivity level of 35-40 moves per crane hour can be reached. In our model we have used the industrial average of 30 moves per hour.

Table 7

| Years | | 4 2010 | 5 2011 | 6 2012 | 7 2013 | 8 2014 | 9 2015 | 10 2016 |
|---|---|---|---|---|---|---|---|---|
| Cargo volume/TEUs | | 480.000 | 610.000 | 1.000.000 | 1.160.000 | 1.200.000 | 1.240.000 | 1.240.000 |
| Lifts | 1,27 | 379.200 | 481.900 | 790.000 | 916.400 | 948.000 | 979.600 | 979.600 |
| 20' Box | 58% | 278.400 | 353.800 | 580.000 | 672.800 | 696.000 | 719.200 | 719.200 |
| 40' Box | 42% | 201.600 | 256.200 | 420.000 | 487.200 | 504.000 | 520.800 | 520.800 |
| No. of Cranes | | 4 | 5 | 6 | 7 | 7 | 7 | 7 |
| Weekly Working Crane Hours | | 672 | 840 | 1008 | 1176 | 1176 | 1176 | 1176 |
| Crane Operation Down-Time - see note a | 12% | 591 | 739 | 887 | 1035 | 1035 | 1035 | 1035 |
| Open Berth Factor - see note b | 10% | 532 | 665 | 798 | 931 | 931 | 931 | 931 |
| Vessel Productivity (Moves/Hr) | 30 | 15966,72 | 19958,4 | 23950,08 | 27941,76 | 27941,76 | 27941,76 | 27941,76 |
| Weekly Berth Capacity | | 15966,72 | 19958,4 | 23950,08 | 27941,76 | 27941,76 | 27941,76 | 27941,76 |
| Average Weekly Lifts | 52 | 9231 | 11731 | 19231 | 22308 | 23077 | 23846 | 23846 |
| Peak Week Lift Count | 12% | 10338 | 13138 | 21538 | 24985 | 25846 | 26708 | 26708 |
| Daily Vessel Lifts | 7 | 1477 | 1877 | 3077 | 3569 | 3692 | 3815 | 3815 |
| Average Weekly Crane Utilization | | 58% | 59% | 80% | 80% | 83% | 85% | 85% |
| Peak Week Crane Utilization | | 65% | 66% | 90% | 89% | 93% | 96% | 96% |

## Equipment deployment and replacement plan

The minimum lifetime for the quay cranes and RTGs are 25 years, 15 years for Reachstackers, and 10 years for trucks and bomb-carts. Adequate replacement plan is calculated in the business model. There is no major equipment replacement planned for the quay cranes and RTGs, because of their expected life span. Other equipments such as reachstackers, trucks and bomb-carts, as well as terminal vehicles, replacements are planned for 15 and 10 years respectively. For the entire OCT concession duration, an estimated equipment investment of 116 million USDs, or 5,220 million of rupees are required.

# APPENDIX 13

## YEAR-WISE INVESTMENT PLAN

(AS SUBMITTED BY THE CONSORTIUM ALONG WITH THE BID)

# FINANCING PLAN

Proposed arrangements for raising required means of finance for the Project

→ **Year-wise investment plan**

DRAGADOS – GAMMON
Construction of Offshore container berths and development of container terminal on BOT basis in Mumbai Harbour

## DRAGADOS-GIL-GIPL Consortium

### Yearly Estimated Investment Plan for BPS and OCT

| Year of Concession | Operations At | * Project outlay (INR million) |
|---|---|---|
| | | |
| Year 1 | BPS | 1,189 |
| Year 2 | BPS | 2,325 |
| Year 3 | BPS | 3,894 |
| Year 4 | BPS & OCT | - |
| Year 5 | BPS & OCT | 418 |
| Year 6 | OCT | 418 |
| Year 7 | OCT | 472 |
| Year 8 | OCT | - |
| Year 9 | OCT | - |
| Year 10 | OCT | - |
| Year 11 | OCT | - |
| Year 12 | OCT | 149 |
| Year 13 | OCT | - |
| Year 14 | OCT | - |
| Year 15 | OCT | 17 |
| Year 16 | OCT | 17 |
| Year 17 | OCT | 838 |
| Year 18 | OCT | - |
| Year 19 | OCT | - |
| Year 20 | OCT | 124 |
| Year 21 | OCT | 124 |
| Year 22 | OCT | 327 |
| Year 23 | OCT | - |
| Year 24 | OCT | - |
| Year 25 | OCT | - |
| Year 26 | OCT | - |
| Year 27 | OCT | - |
| Year 28 | OCT | - |
| Year 29 | OCT | - |
| Year 30 | OCT | - |

NOTE: * Estimated Investment at todays level without considering any inflation and based on expected cargo buil-up

Project outlay includes-

1. **BPS Investment** (Upfront fees+ consideration for existing Equipment+ New Equipments)
2. **OCT Investment** (Construction cost+ Finance cost during Construction+ Equipment cost+ Terminal operating systems cost)

# APPENDIX 14

## OPERATIONS AND MAINTENANCE PLAN

## (AS SUBMITTED BY THE CONSORTIUM ALONG WITH THE BID)

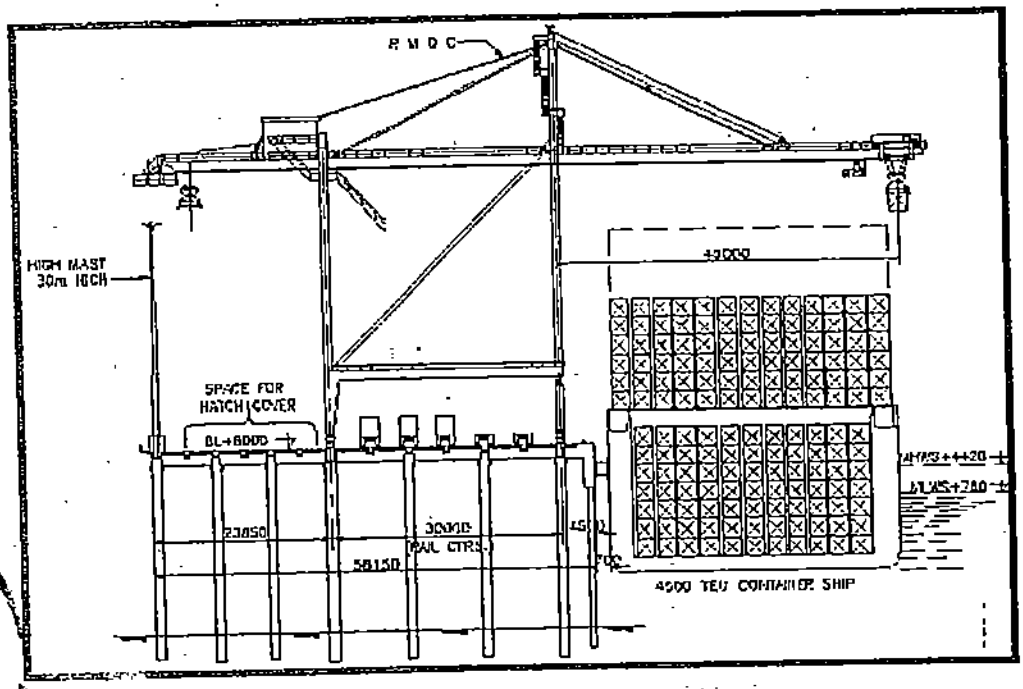
# OPERATIONS AND MAINTENANCE PLAN

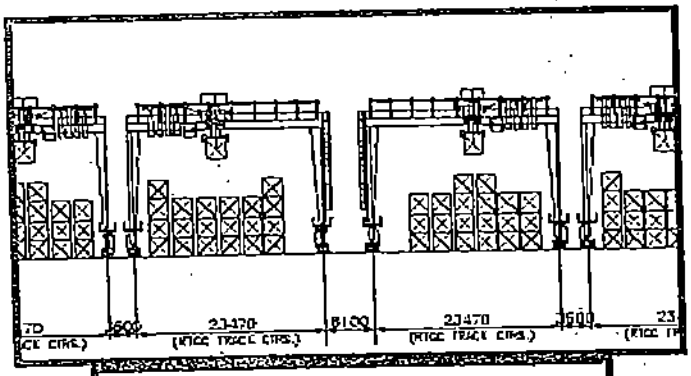
→ The O&M Plan includes-

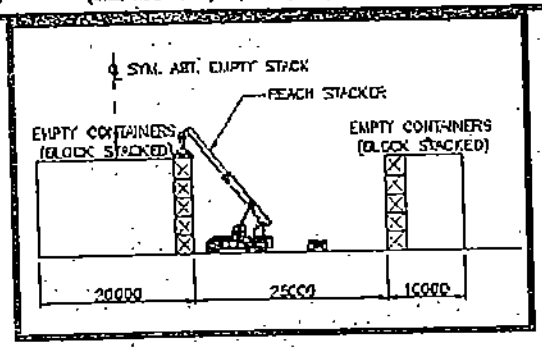
| |
|---|
| Equipment Procurement / Replacement Plan (Categorized in the Implementation Plan but details in the O&M Plan) |
| Maintenance Plan |
| Estimates of throughput |
| Energy consumption |
| Manning levels |
| Operational safety measures |

# Technical Proposal

## Operations & Maintenance Plan




Dragados-S.P.L.
Servicios Portuarios y Logísticos

GAMMON

# BALLARD PIER STATION (BPS) CONTAINER TERMINAL MANAGEMENT AND OPERATIONS

## BPS MANAGEMENT, EQUIPMENT PROCUREMENT & REPLACEMENT PLAN

Preliminary observations indicate the level of equipment in BPS is not sufficient to exceed customer service requirements. Also, operation method improvements are also necessary to increase the existing BPS productivity. The anticipated equipment capital program includes continuing maintenance of existing equipment, making refurbishment and upgrades where practical, and replacing equipment as needed. The existing equipments in BPS, 2 quay cranes and 3 RTGs should be maintained. However, in order to plan for operation

improvements within BPS in the first 5 years, it would be necessary to acquire new equipments, for a combined RTG and Reachstacker operation. We have considered the possibility to refurbish one of the quay cranes, which is not in a good working state, and deploy a mobile harbour crane that can be moved to the OCT when the OCT becomes operational.

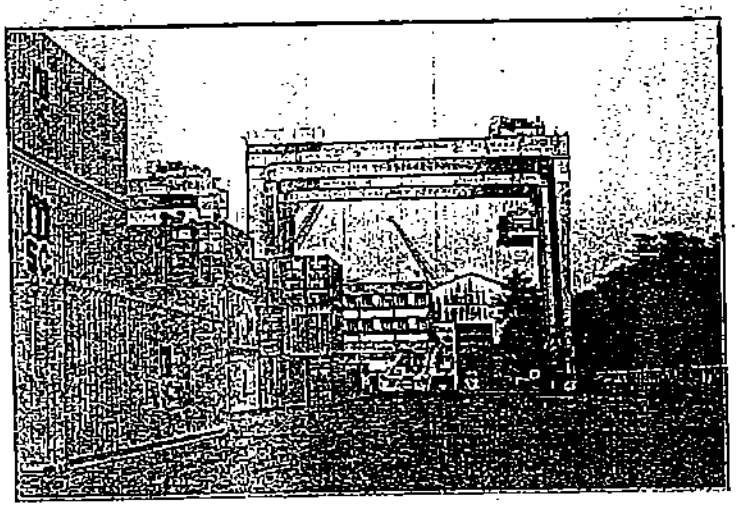


Table 1 below shows the equipment procurement estimated plan for BPS.

| Investments BPS | | | | Million of Rupees |
|---|---|---|---|---|
| Equipments | # | Unit Price | USD | 45 |
| Mobile Crane | 1 | 3.000.000 | 3.000.000 | 135 |
| RTGs | 0 | 1.200.000 | - | - |
| Tractors | 8 | 65.000 | 520.000 | 23 |
| Bombcarts | 12 | 8.000 | 96.000 | 4 |
| Reachstackers | 2 | 360.000 | 720.000 | 32 |
| Forklifts | 1 | 150.000 | 150.000 | 7 |
| Terminal Vehicles | 2 | 30.000 | 60.000 | 3 |
| Contingency | 1 | 10% | 454.600 | 20 |
| Total Equipment Investment | | | 5.000.600 | 225 |

Table 1

*Note: figures above are only indicative estimates*

***(Please note in the Technical Proposal in all Tables- a comma denotes a decimal point and vice versa)***

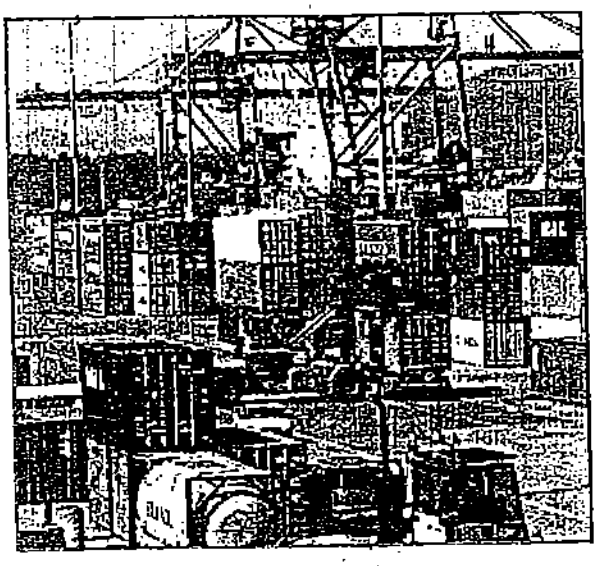
Equipment order-delivery period are taken into consideration for the take over of BPS operation by mid of 2007, if we are awarded the concession. A total of about 225 Million Rupees are allocated for BPS equipment, and most of that equipment can be transferred to OCT at the appropriate time.

The operator is expected to take over a number of existing BPS employees. Trainings will be in place for these employees to adapt new operation processes, as well as additional personnel that may be hired as deemed necessary.

BPS is a very important stepping stone for the future success of OCT, using this period constructively, such as building relationship with liners, to get familiarized with the local labour environment for an operator new to the Indian market. It is our intention to use the 1st three years in operating BPS to establish processes, best practices, and train the personnel that can be transferred to OCT in future.

# OFFSHORE CONTAINER TERMINAL

## Basic Modes of Operation



The option recommended by us is a combined RTG and Reachstacker operation. This option has the most flexibility in terms of infrastructure and operating costs, as well as ability to handle rapid volume growth.

The following is a list of capital equipment that would have to be purchased for the first year of operation based on a combined RTG and Reachstacker operations

- 4 Container Gantry Cranes (Quay Cranes)
- 14 Rubber Tyre Gantry Cranes (RTG Cranes)
- 4 Reach Stacker
- 20 Tractors
- 25 Bombcarts (Trailers)
- 4 Forklifts

Using industry standard productivity assumptions and statistical modeling of moves based on cargo mix assumptions we were able to arrive at the equipment requirements. Subsequent capital purchases (yearly) can be found in the Investment in Major Equipment section.

## Volume

There are three volume scenarios projected for OCT, which are the (i) pessimist, (ii) moderate, and (iii) optimistic scenarios. A full scale market study were awarded to a local consulting firm that has done excellent job outlining OCT's future with respect of Indian's country growth, regional growth, and as

well as the volume demand vs. the capacity supply of specifically the north/western region of India.

The table 2 summarizes the three different scenarios used in our business model.

| Sl. No. | Year | Throughput in 000's TEU | | |
|---|---|---|---|---|
| | | Pessi-mistic | Moderate | Opti-mistic |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | 2010 | 340.0 | 480.0 | 550.0 |
| 5 | 2011 | 420.0 | 610.0 | 720.0 |
| 6 | 2012 | 770.0 | 1.000.0 | 1.140.0 |
| 7 | 2013 | 880.0 | 1.160.0 | 1.200.0 |
| 8 | 2014 | 1.000.0 | 1.200.0 | 1.240.0 |
| 9 | 2015 | 1.140.0 | 1.240.0 | 1.240.0 |
| 10 | 2016 | 1.140.0 | 1.240.0 | 1.240.0 |
| 11 | 2017 | 1.140.0 | 1.240.0 | 1.240.0 |
| 12 | 2018 | 1.140.0 | 1.240.0 | 1.240.0 |
| 13 | 2019 | 1.140.0 | 1.240.0 | 1.240.0 |
| 14 | 2020 | 1.140.0 | 1.240.0 | 1.240.0 |
| 15 | 2021 | 1.140.0 | 1.240.0 | 1.240.0 |
| 16 | 2022 | 1.140.0 | 1.240.0 | 1.240.0 |
| 17 | 2023 | 1.140.0 | 1.240.0 | 1.240.0 |
| 18 | 2024 | 1.140.0 | 1.240.0 | 1.240.0 |
| 19 | 2025 | 1.140.0 | 1.240.0 | 1.240.0 |
| 20 | 2026 | 1.140.0 | 1.240.0 | 1.240.0 |
| 21 | 2027 | 1.140.0 | 1.240.0 | 1.240.0 |
| 22 | 2028 | 1.140.0 | 1.240.0 | 1.240.0 |
| 23 | 2029 | 1.140.0 | 1.240.0 | 1.240.0 |
| 24 | 2030 | 1.140.0 | 1.240.0 | 1.240.0 |
| 25 | 2031 | 1.140.0 | 1.240.0 | 1.240.0 |
| 26 | 2032 | 1.140.0 | 1.240.0 | 1.240.0 |
| 27 | 2033 | 1.140.0 | 1.240.0 | 1.240.0 |
| 28 | 2034 | 1.140.0 | 1.240.0 | 1.240.0 |
| 29 | 2035 | 1.140.0 | 1.240.0 | 1.240.0 |
| 30 | 2036 | 1.140.0 | 1.240.0 | 1.240.0 |

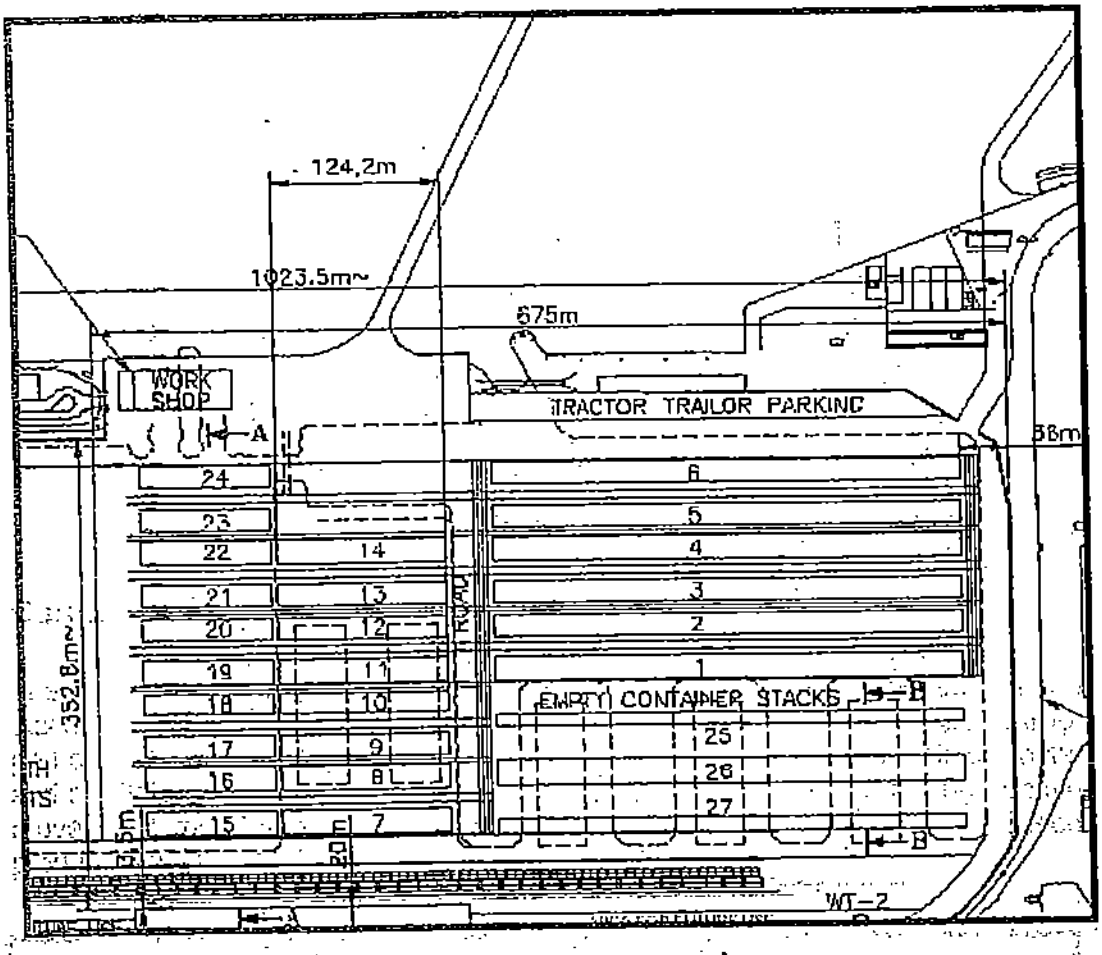
Table 2

For the OCT business model, we have used the moderate traffic estimate that indicates the OCT start-up volume in 2010 from 480,000 teus. The traffic will then steadily grow, by the 9th year, or 2015; traffic would remain constant there on 1.24 million teus, which is largely due to the anticipated capacity saturation. It is estimated that with 700 meter of berth length, plus 35 hectares of stacking area, full capacity will be reached at just over 1 million teus.

With optimised usage of the existing yard space, best operation practices, and modern terminal operating processes and systems, in conjunction with the CFS, as well as outside empty depots, we are confident that OCT can handle over 1 million of teus per year.

## Container Stacking Yard

The stacks are designed to be parallel to the berth. The segregation of the stacks will be with regard to vessel, weight, booking, bill of lading, size, cargo, port of discharge and age. This is important to reduce the unproductive moves and multiple handling within the terminal. The minimal amount of unproductive moves will result in faster turn times, reduced capital needs and increased productivity.




STACK YARD LAYOUT

An empty area should be set up in close proximity to the berth to easily accommodate the vessel and gate operation. Empties will be handled to and from the vessel with reach-stackers.

Traffic patterns should be set up to easily accommodate vessel and gate traffic at the same time.

## Yard Layout

Preliminary yard plan for OCT will have 3552 full teu ground slots, and 928 empty ground slots (see Table 3). Assuming OCT will deploy RTGs of 1x5 for loads. And 1x6 for empties, there will total stacking capacity of 20960.

| | | | | | |
|---|---|---|---|---|---|
| Ground Slot Full | | 3552 | | | |
| Ground Slot Empty | | 928 | | | |
| | | | TEU Capacity Full | TEU Capacity Empty | Total Capacity |
| RTG 1X4 | RTG (6X4) | 3,50 | 12432 | 5568 | 18000 |
| RTG 1X5 | RTG (6X5) | 4,33 | 15392 | 5568 | 20960 |
| RTG 1X6 | RTG (6X6) | 5,17 | 18352 | 5568 | 23920 |

Table 3

In order to calculate the proper yard capacity utilization, some assumptions (see table 4 below) are taken from analysing historical figures, as well expert interviews.

| | 20 feet container | | | 40 feet container | | |
|---|---|---|---|---|---|---|
| | Laden | Empty | ICD | Laden | Empty | ICD |
| Import | 32.5% | 13.0% | 3.5% | 33.5% | 11.5% | 2.0% |
| Export | 37.0% | 2.0% | 2.0% | 37.5% | 3.0% | 2.0% |
| Transhipment | 8.0% | 1.0% | 1.0% | 9.5% | 1.0% | 0.0% |

| | Aging |
|---|---|
| Full Imports | 1,5 |
| Full Exports | 7 |
| Full Import ICD | 2 |
| Full Exports ICD | 4 |
| Transshipment | 7 |

Table 4.1 & 4.2

Peak utilization of 15% increment is assumed in the yard capacity model.

As shown in table 5 below if traffic fulfils according to the moderate OCT projection. The stacking yard is expected to reach its load capacity by 2015. However, several remedies can be taken to alleviate the yard congestion, such as converting empty areas for load storage. Reducing aging for outbound containers where possible, and evacuate imports to CFS, empty to outside depots as soon as is operationally feasible.

| Years | 4<br>2010 | 5<br>2011 | 6<br>2012 | 7<br>2013 | 8<br>2014 | 9<br>2015 | 10<br>2016 |
|---|---|---|---|---|---|---|---|
| Cargo volume / TEUs | 480.000 | 610.000 | 1.000.000 | 1.160.000 | 1.200.000 | 1.240.000 | 1.240.000 |
| Average Utilization Loads | 33% | 43% | 70% | 81% | 84% | 87% | 87% |
| Peak Utilization | 39% | 49% | 80% | 93% | 96% | 100% | 100% |
| Average Stack Height | 1,7 | 2,1 | 3,5 | 4,0 | 4,2 | 4,3 | 4,3 |
| Peak Stack Height | 1,9 | 2,4 | 4,0 | 4,7 | 4,8 | 5,0 | 5,0 |
| Empty Utilization | 21% | 27% | 44% | 51% | 53% | 54% | 54% |

Table 5

## Investments in Major Equipment

It has been calculated the equipment requirements of OCT on basis of the following assumptions:

- Volumes according to the moderate projections.
- A minimum productivity of 25 port moves per hour per crane can be obtained, teu per lift ratio of 1.27, and 10% open berth factor, and 80% of working factor assumed for each crane.
- The minimum life time for the quay cranes and RTGs are 25 years, 15 years for Reachstackers, and 10 years for trucks and bomb-carts. Adequate replacement plan in calculated in place in our model for all equipment except quay cranes and RTGs.
- The RTG required are 2.5 units per quay crane, and 3 additional RTGs required for rail operation.
- The Reachstackers and Forklifts required are 1 unit per quay crane.
- The Terminal Tractors required are 5 units per quay crane.
- The Terminal Chassis required are 1.25 per Terminal Tractor.
- One replacement spreader is required by quay crane.
- One replacement spreader is required by each 2 RTG's.
- One lashing cage and one overweight gear per quay crane are required.
- Non-cargo vehicles: Vehicles required by the operations and technical department for internal transport in the Terminal.

Above table shows the major equipment requirements in terms of volume and time. From 2015 and beyond, is expected that terminal capacity will be peaked at 1.24 million teus. Thus the equipment requirements will remain constant, only replacement of certain equipment as mentioned in previous sections will occur.

Table 6

| Year / Volume | TEU | 1 2010 480,000 | 2 2011 610,000 | 3 2012 1,000,000 | 4 2013 1,160,000 | 5 2014 1,200,000 | 6 2015 1,240,000 | 7 2016 1,240,000 |
|---|---|---|---|---|---|---|---|---|
| Equipment Needs | Capacity TEU (pn | 2010 | | | | | | |
| Shore Cranes | 192024 | 3 | 5 | 6 | 7 | 7 | 7 | 7 |
| RTGs | 2.5+3 | 11 | 16 | 18 | 21 | 21 | 21 | 21 |
| Tractors | 5 | 15 | 25 | 30 | 35 | 35 | 35 | 35 |
| Bombcarts | 1.25 | 19 | 32 | 38 | 44 | 44 | 44 | 44 |
| Reachstackers | 1 | 3 | 5 | 6 | 7 | 7 | 7 | 7 |
| Forklifts | 1 | 3 | 5 | 6 | 7 | 7 | 7 | 7 |
| Equipment to Purchase | Million US$ | Nos. Planned to be purchased in each year | | | | | | |
| Shore Cranes | 6,000,000 | 4 | 1 | 1 | 1 | 0 | 0 | 0 |
| RTGs | 1,200,000 | 14 | 2 | 2 | 3 | 2 | 0 | 0 |
| Tractors | 65,000 | 20 | 10 | 10 | 5 | 0 | 0 | 0 |
| Bombcarts | 8,000 | 25 | 5 | 5 | 6 | 5 | 5 | 0 |
| Reachstackers | 360,000 | 4 | 1 | 1 | 1 | 0 | 0 | 0 |
| Forklifts | 150,000 | 4 | 1 | 1 | 1 | 0 | 0 | 0 |

As summarized in the above table, there will a total of 7 shore cranes (quay cranes) required by the year 2014 if OCT traffic fulfils according to the moderate business projection. As well if the productivity level remains stagnant at 25 moves per hour per crane. Is important to mention that above table only serves as reference of the equipment required as a function of volume and productivity. Real equipment deployment plan shall be based on true volume fulfilment, as well realistic productivity levels that can obtained.

It is also assumed that by 2014, there will be a total of 21 RTGs, 35 tractors, 44 bomb-carts, 7 reachstackers and 7 forklifts respectively, and with the necessary number of terminal vehicles that will be determined later.

As shown in below table, with 7 cranes by 2013, and traffic to be above 1 million teus, crane utilization are expected to reach almost 90% during peak time. Additional productivity enhancement measures shall be taken, such as the double cycling, efficient yard planning and traffic segregation, operator trainings, as well as the preventive and predictive equipment maintenances plan. Thus a more world-class productivity level of 35-40 moves per crane hour can be reached. In our model we have used the industrial average of 30 moves per hour.

Table 7

| Years | | 4 2010 | 5 2011 | 6 2012 | 7 2013 | 8 2014 | 9 2015 | 10 2016 |
|---|---|---|---|---|---|---|---|---|
| Cargo volume / TEUs | | 480,000 | 610,000 | 1,000,000 | 1,160,000 | 1,200,000 | 1,240,000 | 1,240,000 |
| Lifts | 1,27 | 379,200 | 481,900 | 790,000 | 916,400 | 948,000 | 979,600 | 979,600 |
| 20' Box | 58% | 278,400 | 353,800 | 580,000 | 672,800 | 696,000 | 719,200 | 719,200 |
| 40' Box | 42% | 201,600 | 256,200 | 420,000 | 487,200 | 504,000 | 520,800 | 520,800 |
| No. of Cranes | | 4 | 5 | 6 | 7 | 7 | 7 | 7 |
| Weekly Working Crane Hours | | 672 | 840 | 1008 | 1176 | 1176 | 1176 | 1176 |
| Crane Operation Down-Time - see note a | 12% | 591 | 739 | 887 | 1035 | 1035 | 1035 | 1035 |
| Open Berth Factor - see note b | 10% | 532 | 665 | 798 | 931 | 931 | 931 | 931 |
| Vessel Productivity (Moves/Hr) | 30 | 15966,72 | 19958,4 | 23950,08 | 27941,76 | 27941,76 | 27941,76 | 27941,76 |
| Weekly Berth Capacity | | 15966,72 | 19958,4 | 23950,08 | 27941,76 | 27941,76 | 27941,76 | 27941,76 |
| Average Weekly Lifts | 52 | 9231 | 11731 | 19231 | 22308 | 23077 | 23846 | 23846 |
| Peak Week Lift Count | 12% | 10338 | 13138 | 21538 | 24985 | 25846 | 26708 | 26708 |
| Daily Vessel Lifts | 7 | 1477 | 1877 | 3077 | 3569 | 3692 | 3815 | 3815 |
| Average Weekly Crane Utilization | | 58% | 59% | 80% | 80% | 83% | 85% | 85% |
| Peak Week Crane Utilization | | 65% | 66% | 90% | 89% | 93% | 96% | 96% |

## Equipment deployment and replacement plan

The minimum lifetime for the quay cranes and RTGs are 25 years, 15 years for Reachstackers, and 10 years for trucks and bomb-carts. Adequate replacement plan is calculated in the business model. There is no major equipment replacement planned for the quay cranes and RTGs, because of their expected life span. Other equipments such as reachstackers, trucks and bomb-carts, as well as terminal vehicles, replacements are planned for 15 and 10 years respectively. For the entire OCT concession duration, an estimated equipment investment of 116 million USDs, or 5,220 million of rupees are required.

## Maintenance Plan

There will be maintenance system in place for OCT to help better managing the overall assets. As well as build and operate a fully equipped engineering workshop within the first year of the concession. During the construction period we will operate a temporary workshop with sufficient spare parts to enable machinery to be repaired quickly and returned to service as soon as practicable. Experienced staff will be employed and positioned in the Engineering Department to ensure that routine preventative maintenance schedules for all equipment are pursued, allowing for servicing to be conducted prior to any breakdown, and that faults are reported and followed up to ensure the correct spare parts are available to rectify any problems. An engineering Purchasing Officer would locate and organize the delivery of necessary parts on an urgent basis to ensure that any piece of machinery is 'out of action' for a minimum amount of time. The implementation of a computerized system for the tracking and procurement of spare parts would be introduced to assist in this operation. Professional staff would be available on a 24 hour a day basis to ensure that qualified personnel attend all faults immediately. Following these simple procedures leads to reliable machinery that improves productivity and allows vessel operations to complete more swiftly.

Mobile equipment maintenance schedules are typically based on utilization and are conducted at manufacturer-prescribed intervals. A record of engine running hours is maintained and updated daily for all cranes and mobile equipment to enable servicing schedules to be formulated and followed at 250, 500 and 1,000-hour intervals

The 250-hour maintenance activities incorporate scheduled replacement of lubricants and filters, comprehensive inspections, necessary routine adjustments, thorough washing and lubrication. At the prescribed intervals of 500 and 1,000 servicing and recalibrating to factory settings is carried out on, for example, engine valves and timing, fuel injection systems, hydraulic pumps and turbochargers.

Condition-monitoring techniques complement these utilization-based maintenance schedules to facilitate early detection of potential failures and planning of appropriate remedial work. Techniques typically incorporated in the overall maintenance program include IR ferrography and compartment analysis to monitor condition and contamination levels of lubricants, thermography to monitor the efficiency of cooling systems and heat exchangers, vibration analysis to identify specific sources of vibration and imbalance.

Comprehensive records are maintained for individual equipment lubricant and fuel consumptions and these trends are monitored regularly. Any significant deviation, therefore, alerts the engineering department to a potential system failure to enable appropriate action to be taken.

Container handling cranes and equipment incorporate a similar combination of utilization-based, calendar-based and condition monitoring techniques, based on manufacturers' recommendations, to maintain equipment in optimum condition. Typically, these maintenance programs are differentiated into discrete logical activities to facilitate scheduling and execution. For example, specific inspection schedules exist for hoist, trolley, electrical panels, etc. although safety related issues are always given priority. Consequently, wire ropes and chains are thoroughly examined on a monthly basis and scheduled replacement is contingent on manufacturers discard criteria. Brakes are regularly inspected to ensure their performance has not degraded. Correct operation and calibration of electrical safety interlocking devices are verified under test-simulated conditions.

Finally, to complement the internal maintenance program, an independent inspectorate conducts annual load testing and thorough inspection of all lifting equipment will provide the added reassurance that safety standards and structural integrity have not been compromised.

# MARKETING PLAN

DRAGADOS – GAMMON
Construction of Offshore container berths and development of container terminal on BOT basis in Mumbai Harbour

# MUMBAI OFFSHORE CONTAINER TERMINAL

## MARKET ASSESSMENT

DRAGADOS SPL, GAMMON INDIA LTD.
&
GAMMON INFRASTRUCTURE PROJECTS LTD.

**Project Background**

1. **Indian Economic Scenario**
2. **Indian Ports Sector**
3. **Indian Container Traffic**
4. **Western Indian Ports Traffic and Capacities**
5. **Potential for Mumbai**
6. **Customers & their perspective**
7. **Road & rail Linkages to / from western Indian ports**
8. **SWOT Analysis - Mumbai Port Vs Other Western Indian Ports**

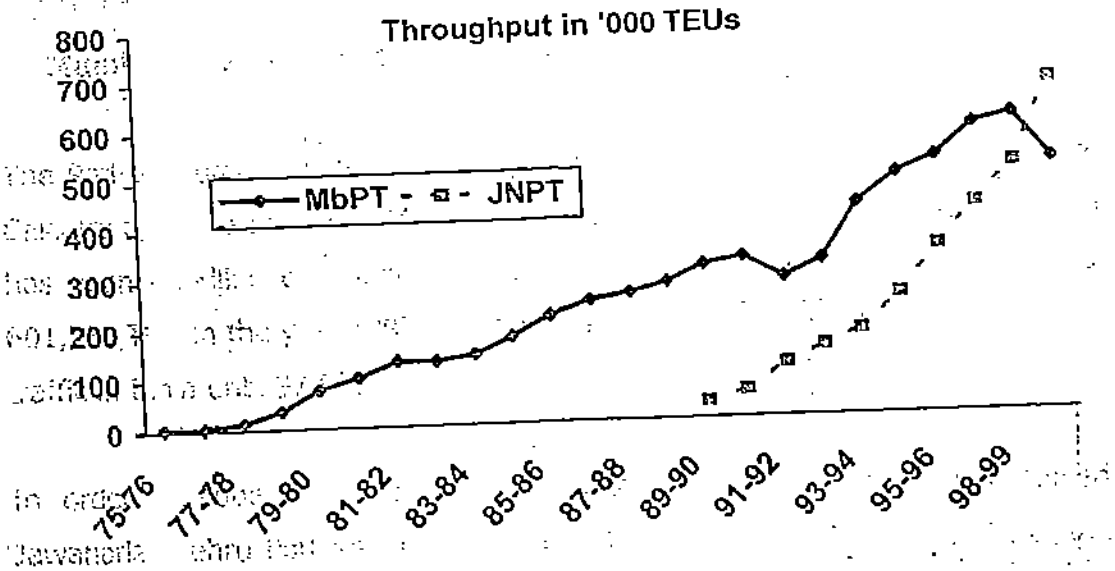
**Appendix**

Consultant: HAUER Associates
Maritime & Port Consultants

## Mumbai Offshore Container Terminal (OCT) Project - Background

The Port at Mumbai established in 1875 is the second oldest port in India after Calcutta and one of the 12 Major Ports under the federal government. The port has been handling containers since 1975 and handled the highest volume of 601,289 TEU in the year 1997-98. It was the premier port for handling container traffic in India until 97-98.

In order to cope with the growing traffic at Mumbai, a new port named Jawaharlal Nehru Port was established in 1989-90 on the eastern coast of the Mumbai harbour as a satellite port of Mumbai Port. The new port (JNP), set up at a Greenfield location in New Bombay (called Navi Mumbai) with the inherent scope for expansion began to grow and by the end of the decade relegated Mumbai port to the second position in the year 1998-99 as can be seen from the following chart



The throughput figure in TEU are given in the following table

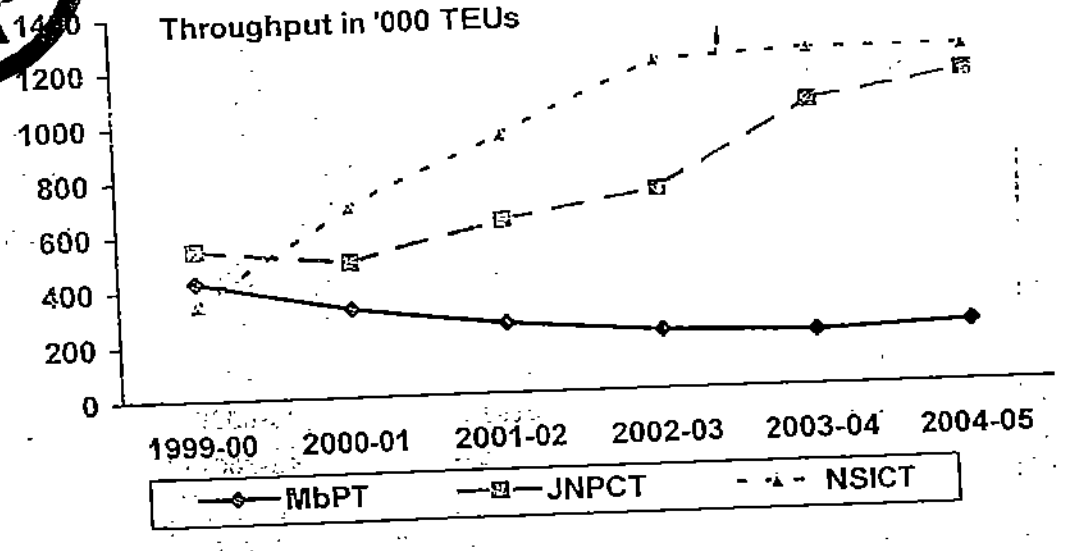
| Year | Mumbai Port | Jawaharlal Nehru Port |
|---|---|---|
| 1975-76 | 5991 | |
| 1976-77 | 5472 | |
| 1977-78 | 13599 | |
| 1978-79 | 38880 | |
| 1979-80 | 77832 | |
| 1980-81 | 101281 | |
| 1981-82 | 131900 | |
| 1982-83 | 130695 | |
| 1983-84 | 141328 | |
| 1984-85 | 175097 | |
| 1985-86 | 214691 | |
| 1986-87 | 243575 | |
| 1987-88 | 256618 | |
| 1988-89 | 277358 | |
| 1989-90 | 309898 | 34000 |
| 1990-91 | 324216 | 55000 |
| 1991-92 | 279556 | 109000 |
| 1992-93 | 315400 | 143000 |
| 1993-94 | 427630 | 173000 |
| 1994-95 | 486993 | 244000 |
| 1995-96 | 517533 | 339000 |
| 1996-97 | 583415 | 423000 |
| 1997-98 | 601289 | 504000 |
| 1998-99 | 509310 | 669000 |

The beginning of the new millennium saw the emergence of the 1st privatized container terminal at JNPT called the Nhava Sheva International Container Terminal (NSICT). So, since 1999-2000, the three competing facilities viz., Mumbai Port, the govt. run Jawaharlal Nehru Port Container Terminal (JNPCT)

and the P&O Ports operated NSICT have been handling containers and their throughputs have been as under.

| Year | Mumbai Port | Jawaharlal Nehru Port | |
|---|---|---|---|
| | | JNPCT | NSICT |
| 1999-00 | 429448 | 546000 | 343000 |
| 2000-81 | 321419 | 494000 | 695000 |
| 2001-82 | 254309 | 630000 | 943000 |
| 2002-83 | 213109 | 729000 | 1201000 |
| 2003-84 | 196500 | 1038000 | 1231000 |
| 2004-85 | 218724 | 1139000 | 1232000 |

As can be seen from Table 4 above and Chart 5 below, while traffic at the terminals in JNPT have been growing rapidly, the throughput has been sliding steadily at Mumbai, the once premier port.




Meanwhile, other private facilities such as Mundra International Container Terminal (MICT) at Mundra and Gujarat Pipavav Private Limited (GPPL) at Pipavav in Gujarat have started attracting traffic from JNPT. However, the container traffic growing steadily necessitating creation of more facilities.

In order to curb the slide in its container traffic and to tap the growing demand for container handling facilities, the Mumbai port, embarked on an exercise to address the reasons for the decline in the container traffic and has come out with a project that overcomes the identified causes that are as follows.

- No dedicated container handling facilities
- Low draft at existing berths leading to inability to attract vessels of 1000 + TEU capacity
- Lack of scope to convert any of the existing berths into a container terminal
- Not enough back up area for storage / rail depot

The result is the Offshore Container Terminal (OCT) Project

**1. Indian Economic Scenario**

India's economic policy and initiatives such as liberalization set in motion more than a decade ago have seen significant growth, especially in the recent past. India is slated to be the economy of the 21st Century. According to a Study by Goldman Sachs, widely known as the BRIC Report, on the four rapidly growing economies in the new millennium, India and China are expected to be among the top 5 economic powers of the world in 2025 with India being the 4th largest after Japan, China and the USA. India is already the 4th largest in terms of purchasing power parity.

The BRIC Report predicts that India's GDP to grow nearly 6 fold to reach nearly US$ 3 trillion by 2025. The country's GDP growth rate is expected to be fairly stable and hover around 6% over this period. Actual growth rate saw a peak of 8.5% in 2003-04 before declining to 6.9% in 2004-05. (Detailed projections are appended)

With farm prospects appearing brighter due to the advent of the monsoon in 2005, the agriculture sector is expected to grow by 3.5 %, manufacturing by 8.5 per cent, industry as a whole by 8.0 %, services by 8.7 % and non-farm by 8.5 % on the upside estimation. The country's GDP growth rate in 2005-06 is expected to be around 7.5 %.

The UN Economic and Social Commission for Asia and the Pacific (ESCAP) in its 2005 Annual Survey has said India should be able to sustain real GDP growth rates in the range of 7-7.5 % in the remaining two years of the country's Tenth Plan (2002-07).

Reviewing India's growth story in 2004, the survey said GDP growth in India decelerated from 8.5 % in 2003 to 6.9 % last year, owing in large part to the slow growth in agricultural output, caused by insipid monsoon. But, industrial growth accelerated from 6.6 % in 2003 to 7.8 % in 2004, owing to stronger private consumption and investment, as well as more rapid export growth

**Indian Foreign Trade**

India has witnessed an impressive 240.68 % growth in the country's exports in value terms in the decade since 1995, when it became a member of the WTO, from US$ 26.3 billion in 1994-95 to US$ 89.6 bn in 2004-05. India's exports are targeted at US $ 150 bn in 2008-09 so as to reach 1.5% share in the global trade during the next five years.

On August 31, 2004 the Government of India announced its Foreign Trade Policy for 2004-09. The objective of the Foreign Trade Policy is two-fold:

1) To double India's percentage share of global merchandise trade by 2009; and

2) To act as an effective instrument of economic growth by giving a thrust to employment generation, especially in semi-urban and rural areas

The key strategies announced are:

(i) Unshackling of controls;

(ii) Creating an atmosphere of trust and transparency;

(iii) Simplifying procedures and bringing down transaction costs;

(iv) Adopting the fundamental principle that duties and levies should not be exported;

(v) Identifying and nurturing different special focus areas to facilitate development of India as a global hub for manufacturing, trading and services

To achieve the first objective of doubling the percentage share of global merchandise trade within five years, an average annual growth rate of about 16% in value terms was envisaged. India's Foreign Trade Statistics show that the actual growth of the merchandise trade in the very first year of the policy period has been around 24% and total exports of over 20%, (as may be seen from the Table 1 below) far surpassing the target.

This growth has been unprecedented and if the momentum is maintained, India may well cross the 150 billion dollar milestone substantially earlier than the target date

| Foreign Trade | 2001-02 | 2002-03 | 2003-04 | 2004-05 | Growth in 2004-05 over 2003-04 |
|---|---|---|---|---|---|
| Import | 245200 | 297206 | 359108 | 481064 | 33.9% |
| Export | 209018 | 255137 | 293367 | 356067 | 21.4% |
| Total | 454218 | 552343 | 652475 | 837131 | 28.3% |

*Source: Ministry of Commerce, Govt. of India* **Table 1**

Rapid growth in international trade is resulting in growing demand in handling capacities at ports.

## India – Market Potential

India with a population of over 1 billion ranks second in the world after China. It has a 300 million strong middle class population that keeps growing and 54% of India's population is under 25 years of age. The three factors cumulatively are driving demand resulting in a huge market for goods and services.

## Containerization of general cargo

Though containerization of sea borne cargo started in India in a humble way as far back as 1973, rapid increase took place only after 93-94 when India achieved the [illegible] million TEU milestone in total containers handled. The level of containerization of general cargo in India is estimated at a low 40-45 % as against Europe and USA where it is well above 60 %, with many Asian countries trailing close

## India and the Global Scenario

Growth in total Indian container traffic from 1 million TEU to 2 million took six years whereas it took only three years to cross three million milestone and the next 1 million growth from three to four was achieved in just 2 years which gives an indication of the pace at which Indian container traffic is growing. But it is far below the throughputs achieved at some of the Asian ports in 2004 such as Hong Kong (21.9 million TEU), Singapore (20.6), Shanghai (14.6), Shenzhen (13.6) and Busan (11.4). However India is gearing up to meeting the growing demand

## 2. Indian Ports Sector

India has a long coastline of 7517 KM and has 12 Central Government administered Ports known as Major Ports and 185 State Government administered ports known as Non-Major Ports. These ports are located in the 10 Maritime States and two non-contiguous island territories:

The 12 major ports and the maritime state in which they are located are given in Table 2 below

| Ports | Maritime State |
|---|---|
| Kandla | Gujarat |
| Jawaharlal Nehru | Maharashtra |
| Mumbai | |
| Mormugao | Goa |
| New Mangalore | Karnataka |
| Cochin | Kerala |
| Tuticorin | Tamilnadu |
| Chennai | |
| Ennore | |
| Vishakapatnam | Andhra Pradesh |
| Paradip | Orissa |
| Kolkata / Haldia | West Bengal |

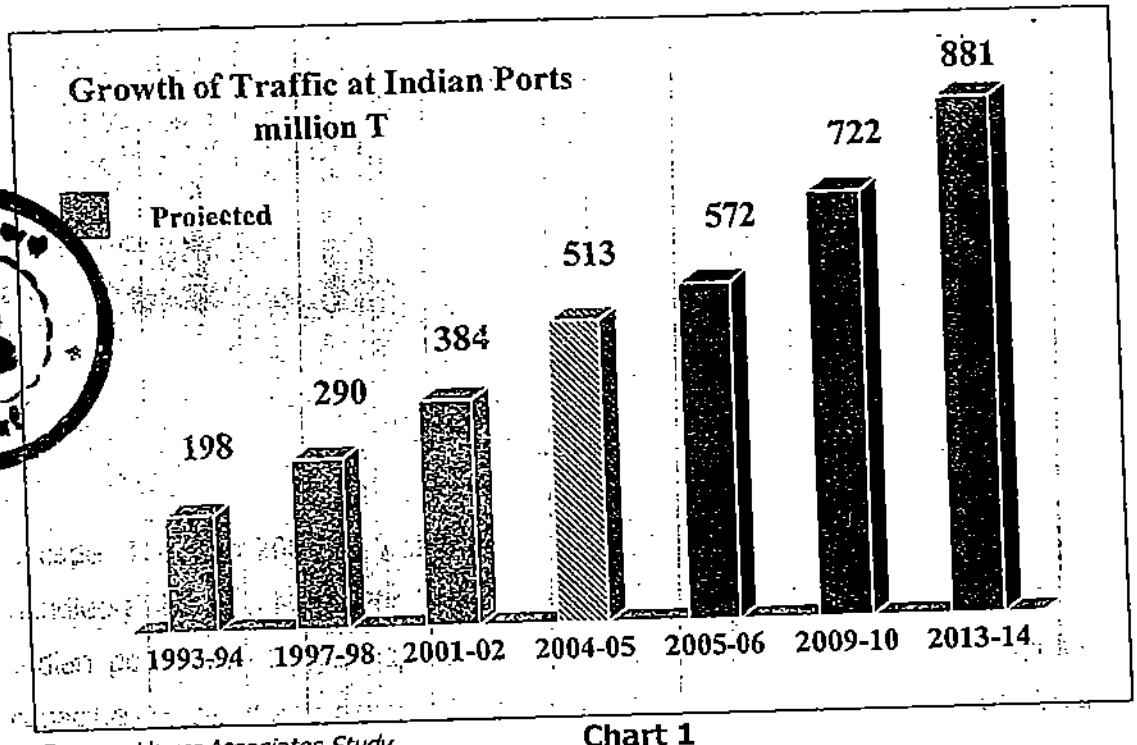
**Table 2**

### Indian Port Traffic

About 95% by volume and 70% by value of India's International trade is carried out through maritime transport. Seaports, which act as an interface for the global trade of merchandise, form a crucial infrastructure. Traffic at Indian ports has doubled over the last decade and is expected to double again in he next

decade. Traffic in 2004-05 was 513 million T of which 130 million T (25%) was handled at the Non Major Ports and 383 million T (75%) at Major Ports.

Indian ports have to gear up to cope with the growing demand and augment capacities to be able to handle increasing traffic It would be seen from the Chart 1 below that the projected traffic by 2013-14 is 881 million T. In order to meet the projected traffic, a capacity addition of 350 million T at the ports would be required.




Source: Hauer Associates Study

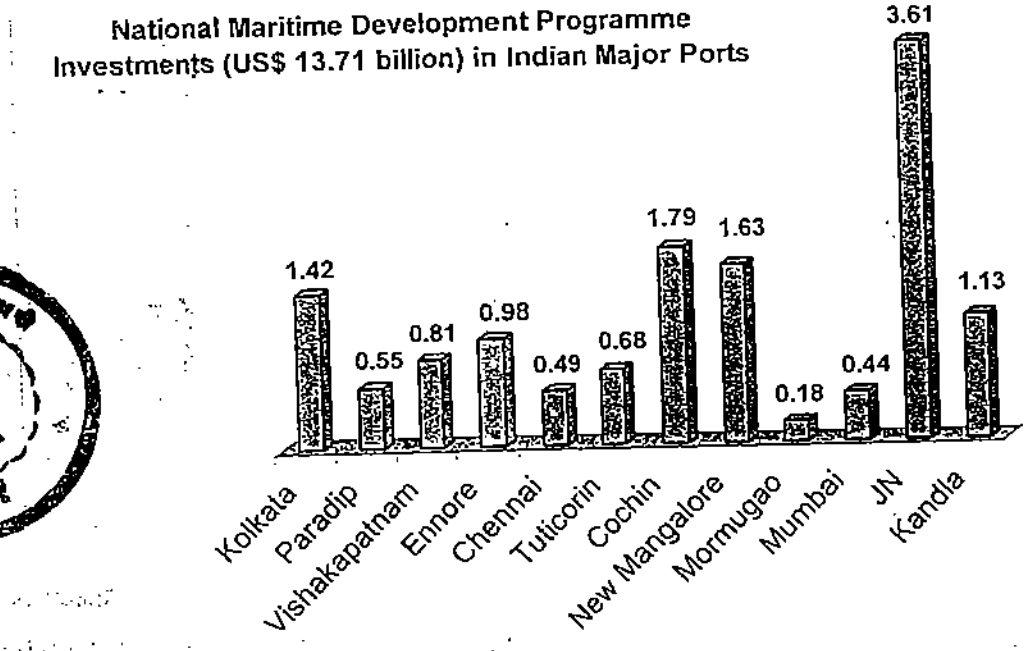
Chart 1

## National Maritime Development Programme

The Govt. of India has formulated a National Maritime Development Programme (NMDP) for capacity augmentation and modernization at major ports and to facilitate enhanced private investment, improve service quality and promote competitiveness in the Major Ports. With this objective, the Ministry of Shipping has identified specific schemes / projects and other measures, which are

necessary to give a concrete shape to the vision and strategy laid down in the policy document over a 10 year time horizon. In the port sector, these schemes / projects will involve a total investment of about US$ 13.71 billion

The port wise break up of the proposed investment is shown in the Chart 2 below.




*Source: Ministry of Shipping, Govt. of India*

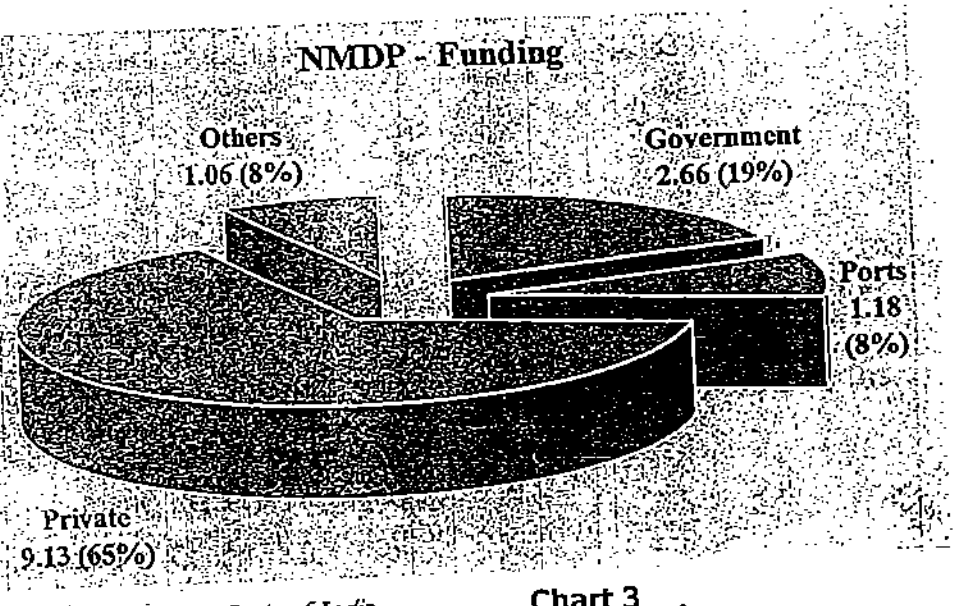
**Chart 2**

The programme is proposed to be implemented through public / private partnership. Public investments will be primarily for common user infrastructure facilities in the ports like deepening & maintenance of port channels, construction of breakwaters, internal circulation systems of cargo within the ports, rail and road connectivity from ports to hinterland etc. Private investments will be in the areas where operations are primarily commercial in nature like construction, management and operation of berths / terminals, etc. Most of the ports have

categorized their projects with the fund requirements and its funding pattern under the 5 broad heads of development process as:

- _ Projects related to Port Development (construction of jetties, berths etc.)
- _ Procurement, Replacement or Upgradation of Port Equipment
- _ Deepening of Channels for Improvements in Drafts
- _ Projects related to Port Connectivity
- _ Other related schemes.

Of the US$ 13.71 billion investment envisaged, US$ 2.66 billion will come through Budgetary Support, US$ 1.18 billion through Ports' own Internal Resources and US$ 9.13 billion is expected from the Private sector, as shown in Chart 3 below




*Source: Ministry of Shipping, Govt. of India*

**Chart 3**

## 3. Indian Container Traffic

### Growth in Indian Container Traffic

The growth of containers in India has been slow and steady. The formation of Container Corporation of India (CONCOR) as an autonomous body under the Ministry of Railways in 1988 boosted the efforts at increasing containerized traffic in the country. Over the years, volume of container traffic has experienced a continuous growth as may be seen from the Table 3 below

| Container Traffic at Major Ports | |
|---|---|
| Year | Total (in '000 TEUs) |
| 1993-94 | 1052 |
| 1994-95 | 1257 |
| 1995-96 | 1449 |
| 1996-97 | 1698 |
| 1997-98 | 1892 |
| 1998-99 | 1933 |
| 1999-00 | 2185 |
| 2000-01 | 2470 |
| 2001-02 | 2884 |
| 2002-03 | 3366 |
| 2003-04 | 3900 |
| 2004-05 | 4500 |

Table 3

### Total Indian Container Traffic in 2004-05

The total India container traffic during the year April 2004 - March 2005 handled at the Major Ports comprising both imports & exports was 4.234 million TEUs. The cumulative total of containers handled at all ports (Major ports & Private ports at Mundra and Pipavav in Gujarat) was to the tune of 4.517 million TEUs.

Port wise details are as in Table 4 below:

| Major Port | Import | Export | Total |
|---|---|---|---|
| Kandla | 101,066 | 79,397 | 180,463 |
| Mumbai | 159,377 | 59,347 | 218,724 |
| JN | 1,158,338 | 1,213,000 | 2,371,338 |
| *JNPCT* | *556,820* | *582,048* | *1,138,868* |
| *NSICT* | *601,518* | *630,952* | *1,232,470* |
| Mormugao | 5,367 | 4,998 | 10,365 |
| New Mangalore | 4,648 | 4,295 | 8,943 |
| Cochin | 92,000 | 93,000 | 185,000 |
| Tuticorin | 144,773 | 156,434 | 301,207 |
| Chennai | 321,801 | 294,729 | 616,530 |
| Vishakhapatnam | 21,343 | 24,174 | 45,517 |
| Paradip | - | 2,281 | 2,281 |
| Kolkata / Haldia | 142,240 | 145,752 | 287,992 |
| *KDC* | *89,156* | *70,086* | *159,242* |
| *HDC* | *53,084* | *75,666* | *128,750* |
| Total | 2,150,953 | 2,077,407 | 4,228,360 |
| Private Ports | Import | Export | Total |
| Mundra | 102,403 | 117,739 | 220,142 |
| Pipavav | 31,451 | 37,434 | 68,885 |
| Total | 133,854 | 155,173 | 289,027 |
| Grand Total | 2,284,807 | 2,232,580 | 4,517,387 |

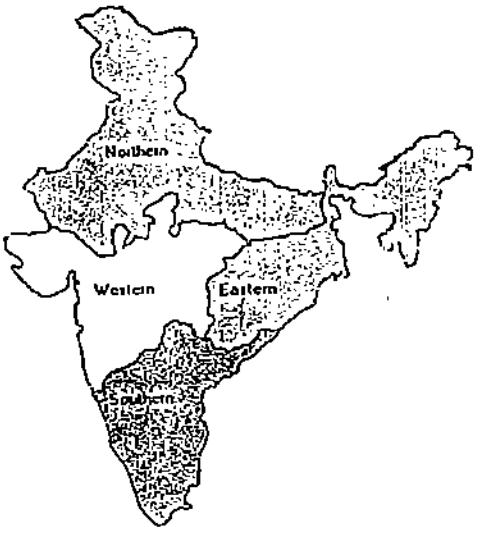
Table 4

**Region wise distribution of Containers**

For the purpose of the study the Indian market is divided into four regions viz., northern, western, southern and eastern. The island territories of Lakshadweep in the Arabian Sea and the Andaman & Nicobar in the Bay of Bengal have been

excluded from the scope of this study as there is no international container traffic to / from these territories.

**Fig.1**




The states that fall under each of the regions are as shown in the Table 5 below.

| Northern | Western | Southern | Eastern |
|---|---|---|---|
| Jammu & Kashmir | Gujarat | Tamilnadu | West Bengal |
| Himachal Pradesh | Maharashtra | Andhra Pradesh | Bihar |
| Punjab | Madhya Pradesh | Karnataka | Sikkim |
| Haryana | Daman & Diu | Kerala | Jharkhand |
| Delhi | Dadra Nagar Haveli | Pondicherry | Orissa |
| Uttar Pradesh | | Goa | Chattisgarh |
| Uttaranchal | | | Assam |
| Rajasthan | | | Meghalaya |
| | | | Arunachal Pradesh |
| | | | Nagaland |
| | | | Tripura |
| | | | Manipur |
| | | | Mizoram |

**Table 5**

Northern region which is land locked and does not have a seaport is also the most active of the regions in terms of cargo generation and consumption. It is particularly so in the matter of containerized cargoes too as is evident from the fact that the busiest and largest Inland Container Depots (ICD) or Dry Ports are located at Tughlakabad & Dadri near Delhi and Ludhiana in Punjab.

Data on cargo origins / destinations is not available in the public domain and so is the case with road transport of freight which accounts for 60-70% of freight movement. In the absence of the same, consultants have placed reliance on ICD traffic, which moves almost entirely by rail through CONCOR. This traffic constitutes 1/3 of the total container traffic, but gives a representative picture as to where the Origins / Destinations of containerized cargoes are located in the country and the volumes that are generated in the four regions described earlier.

It may be seen from the ICD traffic handled by CONCOR as in Chart 4 below, nearly 60% of the container traffic is to / from the northern region.

**'000 TEU - 2004-05**

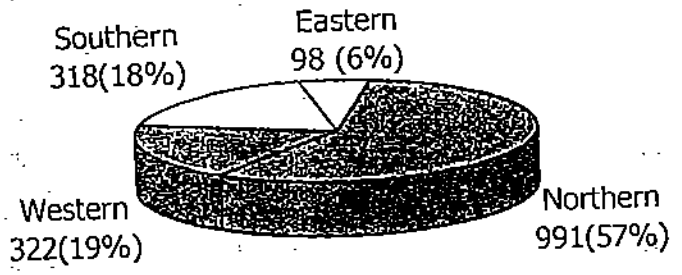



**Chart 4**

Applying the above basis for determining the distribution of origins / destinations of total Indian containers the following picture emerges

| | |
|---|---|
| **Northern region** | **2.575 million TEU** |
| **Western Region** | **0.858 million TEU** |
| **Southern region** | **0.813 million TEU** |
| **Eastern region** | **0.271 million TEU** |

Ports in the western region that offer the nearest access to the sea for the northern region containers attract 68% of the total Indian container traffic notwithstanding the fact that inter regional movement of containers exists due to geographical location of certain Origins / Destinations with proximity to ports in the neighbouring region.

## 4. Western India Ports – traffic and Capacities

Container Traffic at Indian Ports till 2003 was mainly at some of the Major Ports viz., JNP with 57% of the total traffic followed by Chennai Port with 13% and Mumbai, Tuticorin and Kolkata Ports with 6% each. With the private terminals at Mundra and Pipavav commencing container-handling operations since 2003 and with JNP operating to capacity, the distribution has changed somewhat and is currently as follows. JNP accounts for 52% followed by Chennai with 14%, Tuticorin 7%, Kolkata 6%, Mumbai & Mundra 5% each and Pipavav (1.5%).

As already mentioned, ports in western India handling containerized cargoes are Kandla, JN, Mumbai, Mundra and Pipavav. A total of 3,059,552.TEUs (about 68% of total Indian traffic) were handled at these western Indian ports with exports being 1,506,917 TEUs and imports being 1,552,635 TEUs.

**Port wise share of containers among western region ports**

The share of the 3,059,552 TEUs among the western ports was as in Chart 5 below

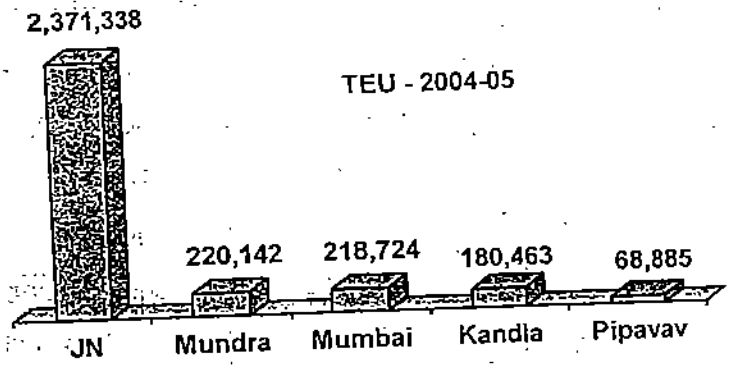



**Chart 5**

From the above chart it may be seen that majority of the total containers handled by the western India ports was at JNP which accounted for 77.5%

followed by Mundra with 7.2% Mumbai with 7.1% Kandla with 5.9% and Pipavav with 2.3% share

**Projection of Growth of Traffic for Mumbai**

An analysis of the growth trend in container traffic in India reveals that the annual average rate of growth of containerization for the period 1993-2000 was 12 %. In the five years from 2000-04, the growth rate worked out to 13 %. India's container traffic touched the 4.5 million TEUs mark in 2004-05 (including the traffic handled at Mundra and Pipavav Ports) that represents an increase of about 15.38 %.

There is no indication that this trend will change in the near future. With the GDP growth expectation on or above 6 % annually, and indications are that the actual growth rate in GDP exceed projections as is evident from he growth for 2004-05 was nearly 7.0% and the projected growth in 2005-06 is 7.5% making our estimates highly conservative. It is therefore not unrealistic to expect that the growth in container volumes would be around 16 % annually during the period 2005-2015.

**Limitations in forecasting demand**

The past is not always the best guide to the future – fundamental structural changes in trade (eg China) are not anticipated, and tend to be underestimated by a regression-based approach. Regression analysis works best as an indicator of medium-term trends and may give strange short term forecasts – especially when the most recent year(s) have produced extraordinary growth (high or low). Globally, general cargo tonnages and the container share cannot be identified consistently and comprehensively. Quality limitations (eg transshipment incidence) affect the accuracy of historic data. GDP forecasts – from even the most respected organizations – are subject to considerable change and inaccuracy.

As sea borne traffic particularly that of general cargo and consequently containerized cargo has a bearing on the growth of a country's economy (GDP) and its foreign trade in commodities / goods, there is a close relationship between the two viz., GDP and traffic and the relationship holds especially well if GDP growth is stable, when trend analysis projections give similar results. In the case of India, GDP growth is expected to be remarkably stable and hence consultants have placed reliance on trend analysis for forecasts.

**Estimation of Growth in Indian Container Traffic**

If we adopt a conservative approach and assume a lower growth rate of 14% India's container traffic is estimated to grow to 8.70 million TEUs by 2010 and 16.75 million TEUs by 2015 as can be seen from Chart 6 below

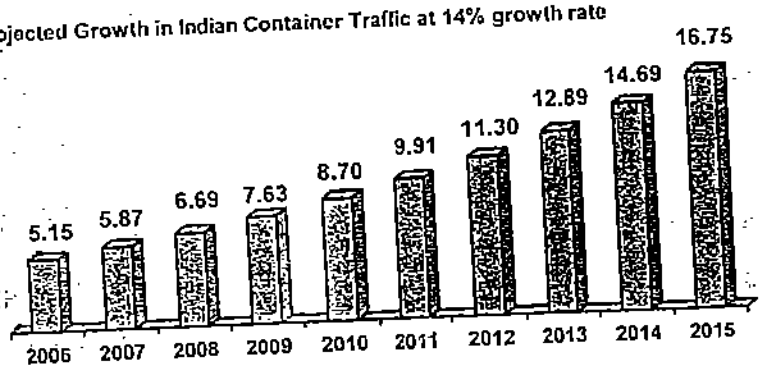



**Chart 6**

However, if we adopt a moderate view and assume the current growth rate of 16% to continue over the next 10 years, the Indian ports traffic would be nearly 9.5 mTEU by end of 2010 (March) and 20 mTEU by 2015 as can be seen from the following Chart 7

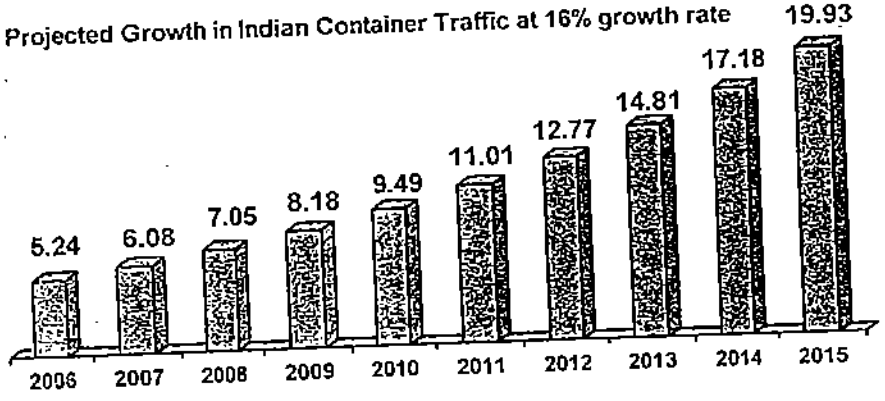



**Chart 7**

On the other hand, if we assume an optimistic 18% average annual growth over the next 10 years, the figures would then be 10.33 mTEU by end of 2010 (March) and 23.64 mTEU by 2015 end as can be seen from the following Chart.8

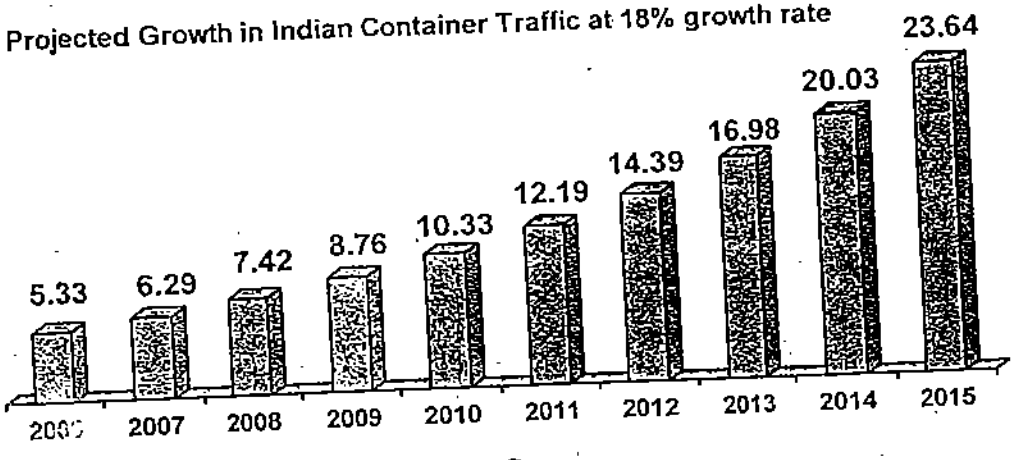



**Chart 8**

**Share of Western Indian Ports**

As already seen, the western Indian ports attract currently around 68% of Indian traffic.

There is insufficient evidence to show differential regional growth of export import industry that may bring about any significant change in the regional

distribution of origins / destination of containers. Hence it is assumed that the distribution is unlikely to change in the period running up to 2015. Hence the traffic potential for western Indian ports is assumed as remaining unchanged around 68% in a conservative scenario.

In a moderate scenario, the share is assumed to remain at 68% for the next 2 years, rise to about 70% and remain so until 2010 and then rise by another percent to 71% and remain so until 2015. The following factors may influence the above projected growth

- Capacity enhancement at western Indian ports
- Better connectivity & increased services to / from northern region
- New container terminals at Hazira or elsewhere

In the optimistic scenario, the share is assumed to follow the same trend as in the moderate scenario upto 2010 and grow to 72% to remain so until 2015. While the factors that influence such growth may remain similar to the moderate view, proposed rail & road projects that may be completed by 2010 may trigger a slightly higher growth.

In the light of the above three scenario, if we look at the share of western Indian ports under the three possible growth rates of total Indian container traffic, the following picture emerges as in Chart 9

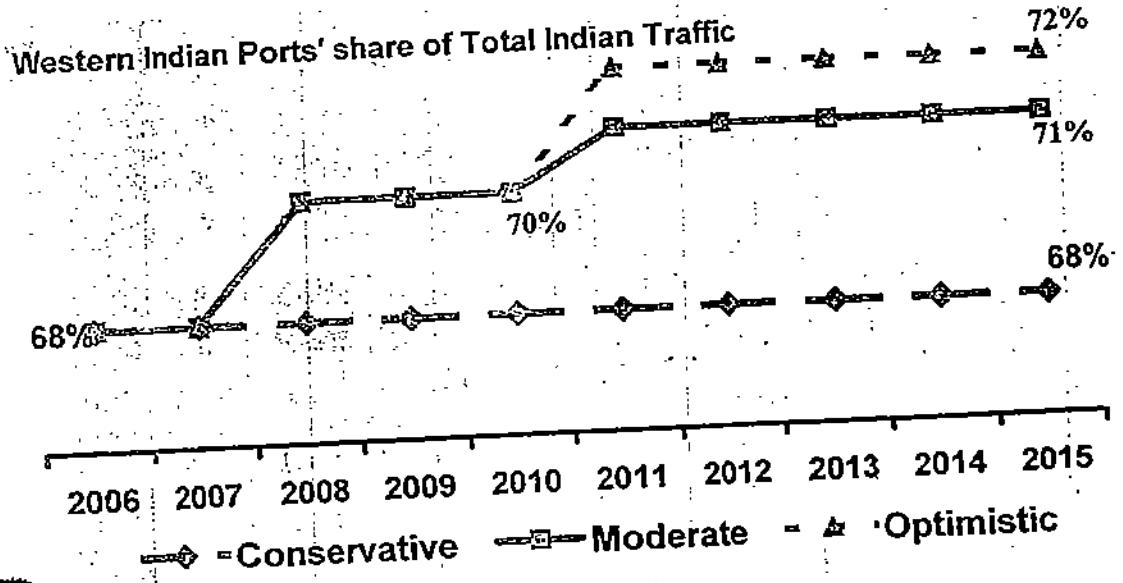



**Chart 9**

**Estimation of Growth in Container Traffic at Western Indian Ports**

Consultants, having relied on the BRIC Report projections for GDP growth in India, have assumed a relatively stable growth rate of around 6% annually. On the basis of these projections, it is reasonable to extrapolate the most recent container traffic growth rate of 16% as the moderate forecast. However, the actual growth rate for the year 2004-05 was 7% instead of 6% and for the current year 2005-06 it is expected to be as high as 7.5%. Forecasts for the immediate future are equally high

In view of he higher actual growth rate, consultants feel that it would be appropriate to assume growth in container traffic at 16% as conservative (earlier moderate estimates), 18% as moderate (earlier optimistic) and 20% as optimistic

The projected traffic (m TEU) at the western Indian ports in 2010 and 2015 would be as shown in Table 6 under the three scenarios discussed above with the three possible growth rates in Indian traffic:

| Share of Western Indian Ports | 2010 | | | 2015 | | |
|---|---|---|---|---|---|---|
| | @16% growth in Total Indian Traffic | @18% growth in Total Indian Traffic | @20% growth in Total Indian Traffic | @16% growth in Total Indian Traffic | @18% growth in Total Indian Traffic | @20% growth in Total Indian Traffic |
| Optimistic | 6.45 | 7.44 | 8.06 | 13.55 | 17.02 | 20.07 |
| Moderate | 6.45 | 7.23 | 7.84 | 13.55 | 16.55 | 19.51 |
| Conservative | 6.45 | 7.08 | 7.62 | 13.55 | 16.08 | 18.95 |

**Table 6**

## CAPACITY ANALYSIS

**Existing Capacity & Infrastructure at ports other than Mumbai**

| Facilities | Kandla | JNP | Mundra | Pipavav |
|---|---|---|---|---|
| Draft at channel (M) | 11.5 | 11.0 | 13.5 | |
| Draft at berths (M) | 12.5 | 13.5 | 17.5 | 11.0 |
| No of Berths | 1 | 5 | 1 | 1 |
| Quay length (M) | 220 | 1280 | 632 | 395 |
| Vessel size (DWT) | 30000 | 85000 | 85000 | 65000 |
| Equipment<br>a) Quay side gantry | | 3 x 35.5 T<br>11 x 40.0 T<br>2 x 50.0 T | 2 x 40 T<br>2 x 60 T | 3 x 40.0 T |
| b) Yard gantry cranes | | RTGC– 37 x 40.0 T<br>8 x 35.5 T<br>RMGC– 3 x 40.0 T<br>3 x 35.5 T | | 1 x (mobile) |
| c) Reach stackers/Top lift trucks | | 11 x 45.0 T<br>3 x 40.0 T<br>2 x 40.0 T (TLT) | | 5 x |
| d) Tractors | | 53 owned<br>204 hired | | |
| e) Forklift | | 2 x 5.0 T | | |

| Facilities | Kandla | JNP | Mundra | Pipavav |
|---|---|---|---|---|
| f) Trailers | | 131 owned<br>100 hired | | |
| Backup area – Container yard ($M^2$) | 110,000 | 260,000 | 115,000 | 200,000 |
| Current capacity (m TEU) | 0.200 | 2.300 | 0.500 | 0.200 |

Table 7

Existing Facilities & capacity at Mumbai Port

| | |
|---|---|
| Draft at channel | 10.9 M |
| Draft at berths | 8.84-9.14 / 10.0 |
| No.of Berths | 6 |
| Quay length | 1056 M |
| Vessel size | 30000 DWT |
| Equipment | |
| g) Quay side gantry | 2 x 35.5 T |
| h) Yard gantry cranes | 3 x 35.5 T |
| i) Reach stackers/ Top lift trucks | 2 x 42.0 T, 2 x 45.0 T |
| j) Tractors | 27 |
| k) Forklift | 47 |
| l) Trailers | - |
| Backup area / Container yard / Storage Area | |
| Current capacity | 0.395 m TEU |

Table 8

**Proposed facilities & capacity at ports other than Mumbai**

| | Kandla | JNP | Mundra | Pipavav |
|---|---|---|---|---|
| Draft at channel | | 12.8 / 15 M | | |
| Draft at berths | 13.5 M | 14.5 M (vsl) | | 14.5 M (vsl) |
| No.of Terminals | 1 | 2 + 1 extn | | 1 |
| Quay length | 545 M | 712 M & 2000 M + 330 M (extn) | | 350 M |
| Proposed addl capacity | 0.5 m TEUs in 5 yrs | 5.1 (1.5 + 3.0 + 0.6) m TEU by 2013-14 + 0.3 m TEU capacity expansion at JNPCT by 2007 end | 0.5 m TEUs in 5 yrs | 0.3 m TEU by 2007 |
| | | | | |

Table 9

**Proposed facilities & capacity at Mumbai port**

| | 2009 | 2015 |
|---|---|---|
| Draft at channel | 12.8 / 15 M | 12.8 / 15 M |
| Draft at berths | 14.5 M (vsl) | 14.5 M (vsl) |
| No.of Terminals | 2 | 2 |
| Quay length | 700 M | 350 M |
| Proposed addl capacity | 0.6 m TEU | 1.2 m TEUs |
| | | |

Table 10

**Traffic & Capacity Availability among Western Indian Ports**

The share of individual ports among the western Indian ports traffic (3.059 m TEU) as already seen is JNP 77.5%, Mundra 7.2%, Mumbai 7.1%, Kandla 5.9% and Pipavav 2.3%. The above ports together have a total capacity of 3.595 m TEU

The capacity addition at the above western Indian ports by 2010 is expected to be 4.6 m TEU (0.3 at Kandla, 0.5 at Mundra, 0.6 at Mumbai & 0.8 at Pipavav and 2.4 at JNP) taking the total capacity availability at the above ports to 8.0 m TEU.

## SUPPLY - DEMAND ASSESSMENT

### Capacity vis-à-vis Traffic at western Indian ports by 2010

| | Kandla | JNP | Mundra | Pipavav | Mumbai | Total |
|---|---|---|---|---|---|---|
| Existing capacity (mTEU) | 0.20 | 2.30 | 0.50 | 0.20 | 0.39 | 3.59 |
| Current traffic m TEU | 0.18 | 2.37 | 0.22 | 0.07 | 0.22 | 3.06 |
| Excess / shortfall | + 0.02 | - 0.07 | + 0.28 | + 0.13 | + 0.17 | +0.53 |
| Proposed capacity by 2010 m TEU | 0.50 | 4.70 | 1.00 | 0.50 | 0.85 | 7.55 |
| Projected traffic (by Moderate estimates) | | | | | | 7.23 |
| Excess / shortfall in capacity | | | | | | +0.22 |
| by 2015 m TEU | 0.80 | 7.70 | 1.20 | 1.00 | 1.45 | 12.15 |
| Projected traffic (by Moderate estimates) | | | | | | 16.55 |
| Excess / shortfall in capacity | | | | | | -3.20 |

Table 11

## 5.Potential for Mumbai

### Estimation of Mumbai's share of Projected Container Traffic

Mumbai which has a current share of 7.1% of the western Indian ports traffic may attract a higher share with the proposed off shore container terminal (700 M) in place with larger vessels (4500 TEU) calling at the port and with better back up facilities and connectivity than the one that exists today. The current share is expected to continue until 2009 and rise to10% in 2010. Under the conservative scenario, the traffic share is assumed to remain at 10% till 2015. Under the moderate scenario it is assumed to grow to 11% in 2010 and remain so until 2015. In the optimistic scenario, the share is assumed to improve to 14% of the traffic projections for western Indian ports from 2013 to 2015. These projections are based on projections of Mumbai's share of western Indian ports capacity. The assumptions under the three scenarios give possible traffic for Mumbai as under in Table 12

| Year ending March | Potential Traffic for Mumbai in M TEU | | |
|---|---|---|---|
| | Conservative | Moderate | Optimistic |
| 2007 | 0.28 | 0.29 | 0.30 |
| 2008 | 0.32 | 0.35 | 0.36 |
| 2009 | 0.36 | 0.40 | 0.43 |
| 2010 | 0.59 | 0.73 | 0.80 |
| 2011 | 0.67 | 0.86 | 0.97 |
| 2012 | 0.77 | 1.00 | 1.14 |
| 2013 | 0.88 | 1.16 | 1.71 |
| 2014 | 1.00 | 1.34 | 2.02 |
| 2015 | 1.14 | 1.56 | 2.38 |

Table 12

## 6. Customers and their perspective

The top 10 lines and the volume of containers handled by them at JNPCT, Mumbai Port and Kandla Port during 2004-05 (April – March) and the first 4 months of the current year 2005-06 (April – July) are furnished below. Similar data for the private operated terminals viz., NSICT, MICT and GPPL could not be compiled due to inadequacy and unreliability of data.

| 2004-05 (April - March) | | | 2005-06 (April - July) | | |
|---|---|---|---|---|---|
| | JNPCT | Volume | | JNPCT | Volume |
| | Shipping Line | TEU | | Shipping Line | TEU |
| 1 | CMA-CGM | 147265 | 1 | CMA CGM | 51562 |
| 2 | Contship Container Lines | 108143 | 2 | Contship Container Lines | 42481 |
| 3 | SEA Consortium | 95900 | 3 | Maersk Sealand | 41511 |
| 4 | Maersk Sealand | 83599 | 4 | WAN HAI Lines | 32494 |
| 5 | WAN HAI Lines | 71698 | 5 | Norasia | 20464 |
| 6 | P&O Nedlloyd | 61972 | 6 | P&O Nedlloyd | 19853 |
| 7 | Norasia | 53297 | 7 | SEA Consortium | 18439 |
| 8 | Shipping Corporation of India | 50980 | 8 | Pacific International Lines | 15475 |
| 9 | Regional Container Lines | 50635 | 9 | Orient Shipping Services | 15455 |
| 10 | Orient Express Lines | 33693 | 10 | Regional Container Lines | 14993 |
| | Mumbai Port | Volume | | Mumbai Port | Volume |
| | Shipping Line | TEU | | Shipping Line | TEU |
| 1 | Mediterranean Shipping Co | 20823 | 1 | Regional Container Lines | 4761 |
| 2 | Regional Container Lines | 14957 | 2 | Mediterranean Shipping Co | 3704 |
| 3 | IAL Container Lines | 12549 | 3 | NSCSA | 3658 |
| 4 | NSCSA | 9805 | 4 | Hapag Lloyd | 3616 |
| 5 | Hyundai | 9566 | 5 | Saba Transport Line | 3095 |
| 6 | Balaji | 8346 | 6 | IAL Container | 2133 |
| 7 | Hapag Lloyd | 7019 | 7 | Indotraans | 1986 |
| 8 | UASC | 6348 | 8 | Balaji | 1933 |
| 9 | Indotrans | 6010 | 9 | Hyundai | 1928 |
| 10 | NYK Lines | 5333 | 10 | Arc Line | 1563 |
| | Kandla Port | Volume | | Kandla Port | Volume |
| | Shipping Line | TEU | | Shipping Line | TEU |
| 1 | APL | 28644 | 1 | Maersk Sealand | 6575 |
| 2 | Maersk Sealand | 28272 | 2 | Samudera | 3798 |
| 3 | GSL/Zim/LNL | 15748 | 3 | GSL/ZIM/LNL | 3661 |
| 4 | Samudera | 12148 | 4 | APL | 3305 |
| 5 | IAL Container | 8192 | 5 | RSA | 3292 |
| 6 | Balaji | 7769 | 6 | Delmas Midas | 3168 |
| 7 | RSA | 5820 | 7 | P&O Nedlloyd | 2672 |
| 8 | Delmas Midas | 5346 | 8 | PCL | 1772 |
| 9 | P & O Nedlloyd | 5060 | 9 | Hapag Lloyd | 1725 |
| 10 | PCL | 4769 | 10 | Balaji | 1464 |

Table 13

**Interviews with stake holders to elicit their views on the OCT project**

In order to ascertain industry views on the development of the Offshore container terminal at Mumbai port, consultants spoke to a number of stakeholders that included shipping Lines, Agencies Freight Forwarders such as Flyjac Forwarders, ICD / CFS operators, Transport operators and Cargo interests

The reactions, though a little varied according to their nature of relationship with the port, were consistent in that

- The setting up of the proposed terminal, despite current evacuation problems, is welcome
- Trade is growing and there is an urgent need to add capacity at several ports
- Boxes will be available for all facilities as container trade is growing at about 16% and the growth rate may even go upto to 18-20%
- Indian container traffic is likely to be around 10 mTEU by 2010
- Northern region will continue to maintain its current growth and remain the main orign/ destination of containerized exports & imports. Trade continue to mainly flow to the western Indian ports though there may be a shift of about 5% to the east coast ports due to increased trade with the far east
- Connectivity & services to / from the northern Indian origins / destinations will hold the key to achieving higher growth at any western Indian port
- Diversion to Mundra in 2004-05 was more out of compulsions than choice, but not so in the future given MICT's performance. Mundra has already become a port of call in services such as INDAMEX

- JNPT's position will improve with the 3rd terminal coming up in the next fiscal (2006-07) but its share of Indian traffic is likely to fall to around 50% from its current 57% or so.
- Mumbai's OCT with facilities to attract 14.5 M draft vessels can compete with JNP provided quick evacuation of boxes to an off dock location is ensured and rail / road connectivity especially to northern India is improved
- JNPT's success lies in its quick removal of boxes to the 13 CFS attached to it (more CFSs are being created) and the daily rail services (5) available to / from northern India. OCT's success will depend on offering such facilities to the trade.
- The fact that the OCT is being offered to private operators is a major plus for the success of the project
- There will be need for additional capacity at other ports as the maximum capacity planned for JNPT is 7.7 million TEU including the 4th terminal which is less than half the projected Indian Traffic ten years from now.

To sum up, the general opinion was that despite the 4th terminal coming up at JNPT, there would be enough traffic for the proposed OCT.

## ROAD / RAIL LINKAGES TO / FROM WESTERN INDIAN PORTS

### Jawaharlal Nehru Port

### Rail Linkage

***Existing***

JN Port is connected to the national network of Railways through Panvel-Uran Section of Central Railway. Panvel is further connected to Konkan Railway, Diva on Central Railway and Vashi on Western Railway. Port is presently handling about 12-14 trains per day each way, which is likely to go upto 18 trains per day each way.

To handle increased number of trains, Central Railway has taken up the work of doubling the existing railway track from Panvel to Port.as Phase I of the project. The work is in progress by Railway Authority and it is likely to be completed by December 2005

***Proposed***

The Port is conducting Rail Transport logistic studies through M/s RITES for long term perspective on rail and road corridors serving the port and identifying measures that would need to be taken to decongest, augment or expand these systems.

In Phase II of the on-going project, Construction of third line from Panvel to Port is proposed to be taken up by the Railways to evacuate the traffic of phase-I of 4th container and chemical terminal. The cost of the project is estimated at Rs.60 crs. The work is expected to be completed by 2008

A dedicated goods rail corridor is required to be developed for faster movement of goods / cargo from the Port to Delhi. The approximate length of the corridor is

1400 Km. Estimated cost of the project is Rs.5,700 Crs including cost of land for 30 m corridor. It is expected to be completed by 2010

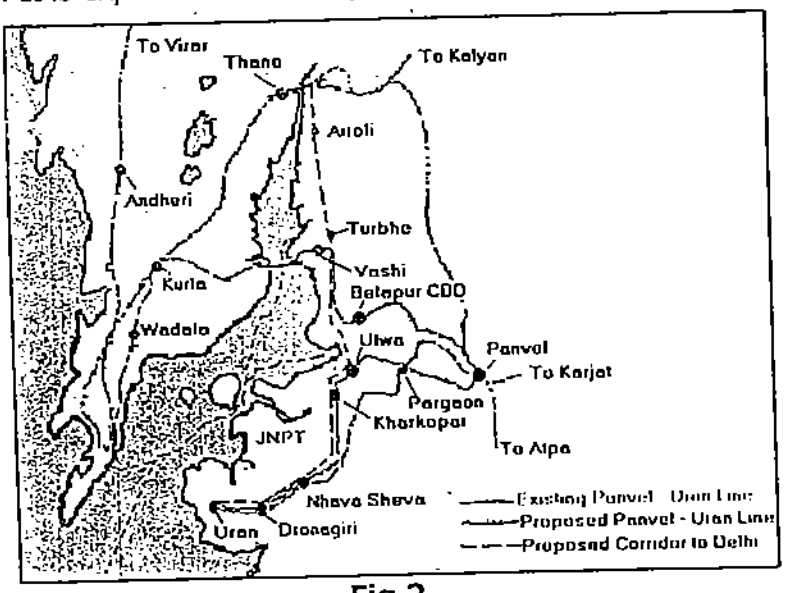



**Fig 2**

## Road Linkage

### *Existing*

At present port is connected through two-lane National Highway (NH-4B) to Mumbai-Pune Express Way, Mumbai-Goa Highway (NH-17) and through two-lane State Highway (SH-54) to Navi Mumbai, Thane, Nasik, Ahmedabad. To meet future requirements of increasing container traffic, Port has decided to improve the road connectivity by forming Special Purpose Vehicle (SPV) between JNPT, NHAI and CIDCO.

The project is being implemented in 2 phases. Phase-I of development is in progress by NHAI and Phase-II is in the planning stage

Under Phase – I of the project, National Highway Authority of India (NHAI) have already taken up the work of widening about 26 Km of National Highway (NH-4B) from 2 lanes to 4 lanes. The work is in progress. The work of widening about

16.5 Km of State Highway (SH-54) and Amra Marg is also in progress. The cost of the project is Rs.357 crs and JNPT's contribution in the form of equity and sub-ordinate debt is Rs.100 crs. The work is likely to be completed by the year 2005-06.

***Proposed***

Under Phase II of the project, widening of NH 4B from four lane to six lane about 26 Km, development of second link to Port starting from Container Freight Station (CFS) and running along side the creek to connect Amra marg at Ulwa ie; about 10.5 Km and widening / strengthening of road connectivity to NH-17 from Khopta to Sai ie.; about 16 Km have been considered at an estimated cost of Rs.339 crs. The works are likely to be completed by the year 2009-10.

The Port is also planning to develop two grade separators in the form of Flyover Bridge ie; one at Karal junction and another is at Gavhan junction for efficient movement of traffic. The estimated cost of the project is Rs. 80 crs. . It is assumed that the work will be executed through existing SPV and 50% will be shared by JNPT and 50% by NHAI to the existing SPV

**Navi Mumbai Special Economic Zone**

The Navi Mumbai SEZ (NMSEZ) is spread over an area of around 50 square kilometers. NMSEZ has inherent locational advantages on account of its proximity to Mumbai – India's financial and commercial capital with access to well-developed road and rail linkages as well as one of India's largest and most modern seaport – Jawaharlal Nehru Port Trust. The NMSEZ comprises four areas viz., Dronagiri, JNPT, Kalamboli and Ulwe. Each of them is briefly discussed below

**Dronagiri**

The Dronagiri area is spread over 1,777 ha and is located at the southern tip of

Navi Mumbai. The site is located to the east of Uran town while the JNPT port area and township are located towards the north. The area is adjacent to the JNPT port, and is located farthest from the central business districts of Belapur, Nerul and Vashi. Due to its proximity to the port, this area is ideal for port-based industries.

Basic infrastructure has already been developed in the area and around 90 ha is currently being used for commercial purposes.

**JNPT area**

The JNPT area of around 300 ha lies to the northeast of the Dronagiri. A marshalling yard is proposed to the south. This area is located next to the port and is ideally suited for port-based industries.

**Kalamboli**

The Kalamboli area is spread over 350 ha and lies on the eastern tip of Navi Mumbai and adjoins the Taloja MIDC area. The area is located to the east of the existing wholesale iron and steel market and is easily accessible by road from Thane, Ambernath, Taloja and the rest of Navi Mumbai. Further, the area is located at a distance of one kilometer from the NH 4 and the Mumbai-Pune Expressway connected by a eight-lane road. Due to its excellent linkages, the area is ideal for manufacturing and trading activity

**Ulwe**

The Ulwe is spread over an area of 400 ha. along the south- western waterfront of the Central Business District of Navi Mumbai and extends towards the Nhava Shava Docks (JNPT) to south. The proposed rail link between Belapur and Uran also passes through the area. The proposed second international airport for Mumbai is located near Ulwe.

**Mumbai**

**Rail Linkage**

***Existing***

The Port of Mumbai owns and operates its own Railway, which is connected to the broad gauge main lines of the Central and Western Railway at its Interchange Railway Yard at Wadala. The Railway runs about 11 kilometers of straight route between Ballard Pier and Wadala and has an extensive network of track of about 130 kilometers. It serves the Docks as well as the important installations and factories on the Port Trust estates. It has its own fleet of 9 diesel locomotives. For handling ICD traffic a full-fledged RCD exists at Cotton Depot with facilities for reception, stacking etc. of containers. It can handle two trains of 45 wagons with double dispatch facilities However the tracks beyond Wadala to the north is meant for both passenger & freight trains, the former getting preference over the latter.

***Proposed***

The rail link to the northern region beyond Wadala is proposed to be strengthened by the Central railway though a linkage to Kurla from Wadala. This vital link will provide the necessary access to the proposed exclusive 2-lane freight corridor from Mumbai to Thane and beyond.

**Road Linkage**

***Existing***

Mumbai is well connected by Road to the western, northern and southern regions through NH 8, NH 3 and NH 4 respectively. However all three highways have to contend with heavy city traffic and overcome bottlenecks at congested junctions such as Sewri, Sion, etc.

***Proposed***

The proposed 6 Lane Eastern Freeway with elevated corridor in the port area for segregation of port & city traffic and the Sewri-Nhava Bridge (Mumbai Trans Harbour Link) with 8 lane road link (and double line rail link) to NH 4B should provide the Mumbai port a vital road connectivity for faster & efficient evacuation of containers to the all important northern region that has the highest cargo potential and the equally important hinterland within the state of Maharashtra which forms a substantial part (44% of Traffic) of the port's hinterland besides the Mumbai City itself (28% of Port's traffic).

**Pipavav**

**Rail Linkage**

Port Pipavav is now connected to its hinterland via Surendranagar by the broad gauge rail network of Indian Railways. The broad guage rail connectivity project has been undertaken by Pipavav Rail Corporation Limited (PRCL) promoted by Gujarat Pipavav Port Limited and the Ministry of Railways. Port Pipavav has developed three railway sidings inside the port limit in close proximity to the warehouses and the berths for efficient and speedy handling of cargo. One of the rail sidings is a dedicated bulk siding.

Port Pipavav has been receiving container trains from all the major North India ICD's. In November 2003 the port received its first train from ICD Tughlakabad and from February 2004 regular train services between ICD Sabarmati, ICD Dhandarikalan (Ludhiana) and ICD Kanakpura (Jaipur) to Port Pipavav commenced. Port Pipavav is now connected by rail to all the major ICD's in North West India

Port Pipavav is well connected to various containers origins / destinations in the northern region and rail distance to some of the ICD in the northern & western regions are given in the Table below

**Rail Distance in Km**

| ICD | Pipavav |
|---|---|
| Tughlakabad | 1,333 |
| Sabarmati | 398 |
| Jaipur | 980 |
| Jodhpur | 810 |
| Amritsar | 1,726 |
| Ludhiana | 1,590 |
| Indore | 910 |

**Table 14**

**Road Linkage**

GPPL has developed a four lane expressway which connects the port to the National Highway 8E. The National Highway 8E was previously Coastal Highway 6 and has undergone significant upgradation after conversion

**Road Distance from Pipavav**

| To | Kms |
|---|---|
| **Delhi** | 1211 |
| **RAJASTHAN** | |
| Jaipur | 950 |
| Jodhpur | 756 |
| Udaipur | 589 |
| **GUJARAT** | |
| Rajkot | 230 |
| Ahmedabad | 337 |
| Vadodara | 341 |
| **PUNJAB** | |
| Amritsar | 1647 |

**Table 15**

**Kandla**

**Rail Linkage**

Kandla Port is well connected to the western Indian and northern Indian hinterland through a BG rail link to Gandhidham and thereafter through. Gandhidham – Palmpur rail link. The existing meter guage lines (MG) on this link are under conversion to broad guage (BG) lines. Kandla Port is participating in the Joint Venture project created for the purpose

**Road Linkage**

It is nearest among all the Major Ports to the vast hinterland of northern India and well connected by 4-lane road network of National Highway No.8A

**Mundra**

**Rail Linkage**

Railway link from Adipur to Mundra port covering 57 kms. broad guage line connects the port to the western railway network capable of handling 8 to 10 container trains per day. Proposed to be increased to six loop lines for 16 to 20 container trains per day.

**Road Linkage**

Well connected to the state road network and to the NH network and is over 300 kms closer to the northern hinterland compared to Mumbai and JNPT.

## SWOT ANALYSIS - MUMBAI PORT Vs OTHER WESTERN INDIAN PORTS

The broad criteria followed are as under

**a) Type of Port. Weightage Assigned = 5**

All weather Tidal ports have distinct advantages over other ports. Among other ports, those that are natural harbours with wet docks are assigned higher rank than tidal creek ports and artificial harbours. Riverine ports are assigned the lowest rank in view of the handicaps in navigation. This physical parameter has been assigned a weightage of 5. While assigning scores this parameter is related to existing conditions.

**Type of Ports**

| Parameter Details | Rating |
|---|---|
| All Weather Tidal Ports | 5 |
| Natural Harbours with Wet Docks | 4 |
| Tidal Creek Ports | 3 |
| Artificial Harbours with Wet Docks | 2 |
| Riverine Ports | 1 |

**Table 16**

**b) Drafts Available. Weightage Assigned=10.**

Availability of draft in the channel and at berth determines the vessel sizes that can call at the port.. This physical parameter has been assigned a weightage of 10.

**Drafts**

| Draft at Channel / Berth (M) | Rating |
|---|---|
| >13 | 5 |
| 11-13 | 4 |
| 10-11 | 3 |
| 8-10 | 2 |
| < 8 | 1 |

**Table 17**

**c) Quay Length Weightage Assigned = 5.**

The quay length will determine the no.of vessels that can be berthed at any given time that in turn will determine the capacity of the terminal/port. This physical parameter has been assigned a weightage of 5.

**Quay Length**

| Quay Length (M) | Rating |
|---|---|
| >1200 | 5 |
| 1000 -1200 | 4 |
| 800 – 1000 | 3 |
| 600 - 800 | 2 |
| < 600 | 1 |

**Table 18**

**d) Terminal Area. Weightage Assigned = 10.**

The terminal area available will provide necessary scope to ensure higher productivity and determine the scale and speed of operations / turn round time of vessels. This physical parameter has been assigned a weightage of 10.

**Terminal Area**

| Terminal Area ($M^2$) | Rating |
|---|---|
| > 40000 | 5 |
| 30000 – 40000 | 4 |
| 20000 – 30000 | 3 |
| 10000 - 20000 | 2 |
| < 10000 | 1 |

**Table 19**

**e) Availability of storage /backup area. Weightage Assigned=15.**

Ports with adequate and paved backup / covered storage areas /units rarely encounter a congestion situation and enables quicker movement of containers to / from the port. Containers require a vast back up area for open storage prior to loading/unloading into and from a vessel. Where evacuation is through cities with heavy commuter traffic, sufficient back up area for storage or aggregation

of cargo before shipment becomes imperative. A weightage of 15 has been assigned to this parameter. Back up and storage areas presently available have been considered.

**Storage Area**

| Storage Area ($M^2$) | Rating |
|---|---|
| > 150000 | 5 |
| 120000 – 150000 | 4 |
| 100000 – 120000 | 3 |
| 80000 - 100000 | 2 |
| < 80000 | 1 |

**Table 20**

**Rail & road connectivity Weightage Assigned = 20.**

Proximity to National or State Highways as well as nearby broad gauge railheads merits relatively higher score of assignment because transport of export containers to port for shipment and evacuation from the port for hinterland distribution of import containers is the most vital activity that determines a port's performance today. Adequacy and compatibility of infrastructure ensures speedier movement of containers to and from the port. In view of the importance of this parameter it has been assigned a weightage of 20.

**Connectivity**

| Rail & Road Connectivity | Rating |
|---|---|
| BG rail connection and NH & SH road connection | 5 |
| BG rail connection and NH road connection | 4 |
| BG rail connection and SH road connection | 3 |
| MG rail connection and NH road connection | 2 |
| MG rail connection and SH / other road connection | 1 |

**Table 21**

**g) Hinterland Access. Weightage Assigned =15.**

Ports with closer proximity to regions with high potential for import / export of containerized cargo offer relatively cheaper and quicker options than the ports that are farther Cost of land haulage is the most important factor in today's supply chain management and logistics management scenario. Consultants have therefore assigned this factor a separate status demerging it from connectivity. Consultants have applied the ratings based on existing facilities and distances to key cargo generation / consumption centers in the northern region and some in the western region but excluding those that are in the immediate hinterland of the ports under study. This parameter has been assigned a weightage factor of 15.

**Hinterland Access**

| Rail (Kms) / Road (Kms) | < 700 | 700 - 800 | 800 - 900 | 900 - 1000 | > 1000 |
|---|---|---|---|---|---|
| < 800 | 5 | 4 | 3 | 2 | 2 |
| 800 – 900 | 4 | 4 | 3 | 2 | 2 |
| 900 – 1000 | 3 | 3 | 2 | 2 | 1 |
| 1000 – 1200 | 3 | 3 | 2 | 1 | 1 |
| > 1200 | 2 | 2 | 1 | 1 | 1 |

**Table 22**

**h) Infrastructure facilities. Weightage Assigned = 15**

Availability and adequacy of physical infrastructure and handling equipments to a large extent influence the port's physical & financial performance and turnover. The no. of moves per hour and the vessel turn round time are dependent on the state & extent of infrastructure available at the terminal. This factor is a major determinant for efficiency and with this in focus, Consultants have consequently given this parameter a weightage of 15.

**Infrastructural Facilities**

| Infrastructural Facilities | Rating |
|---|---|
| 5 Quay side cranes + 15 Yard cranes + 5 reach stackers per berth | 5 |
| 4 Quay side cranes + 12 Yard cranes + 4 reach stackers per berth | 4 |
| 3 Quay side cranes + 9 Yard cranes + 3 reach stackers per berth | 3 |
| 2 Quay side cranes + 6 Yard cranes + 2 reach stackers per berth | 2 |
| 1 Quay side cranes + 3 Yard cranes + 1 reach stackers per berth | 1 |

**Table 23**

**g) Operating Climate. Weightage Assigned = 5.**

This parameter is a comparative score relative to other ports and takes a subjective view of the prevailing operating climate in a port. This includes the availability of shipping agents and stevedores, labour climate, availability of water supply and power. This parameter has been allocated a score of 5.

**Operating Climate**

| Operating Climate | Rating |
|---|---|
| Excellent | 5 |
| Very Good | 4 |
| Good | 3 |
| Satisfactory | 2 |
| Not satisfactory | 1 |

**Table 24**

## Comparative Analysis Matrix - "Mumbai vis-à-vis Existing Terminals"

| Parameter | Weightage | Mumbai | Kandla | JNP | Mundra | Pipavav |
|---|---|---|---|---|---|---|
| Type of Port | 5 | 0.20 | 0.15 | 0.25 | 0.15 | 0.15 |
| Draft at channel / Berth | 10 | 0.50 | 0.30 | 0.50 | 0.50 | 0.40 |
| Quay Length | 5 | 0.25 | 0.05 | 0.25 | 0.10 | 0.05 |
| Terminal area | 10 | 0.40 | 0.10 | 0.40 | 0.20 | 0.10 |
| Storage Area | 15 | 0.45 | 0.30 | 0.60 | 0.30 | 0.30 |
| Connectivity | 20 | 0.80 | 0.60 | 1.00 | 0.80 | 0.60 |
| Hinterland access | 15 | 0.15 | 0.60 | 0.15 | 0.60 | 0.45 |
| Infrastructure | 15 | 0.45 | 0.15 | 0.60 | 0.30 | 0.15 |
| Operating climate | 5 | 0.20 | 0.15 | 0.20 | 0.20 | 0.20 |
| **Overall Score** | **100** | **3.40** | **2.40** | **3.95** | **3.15** | **2.40** |

**Table 25**

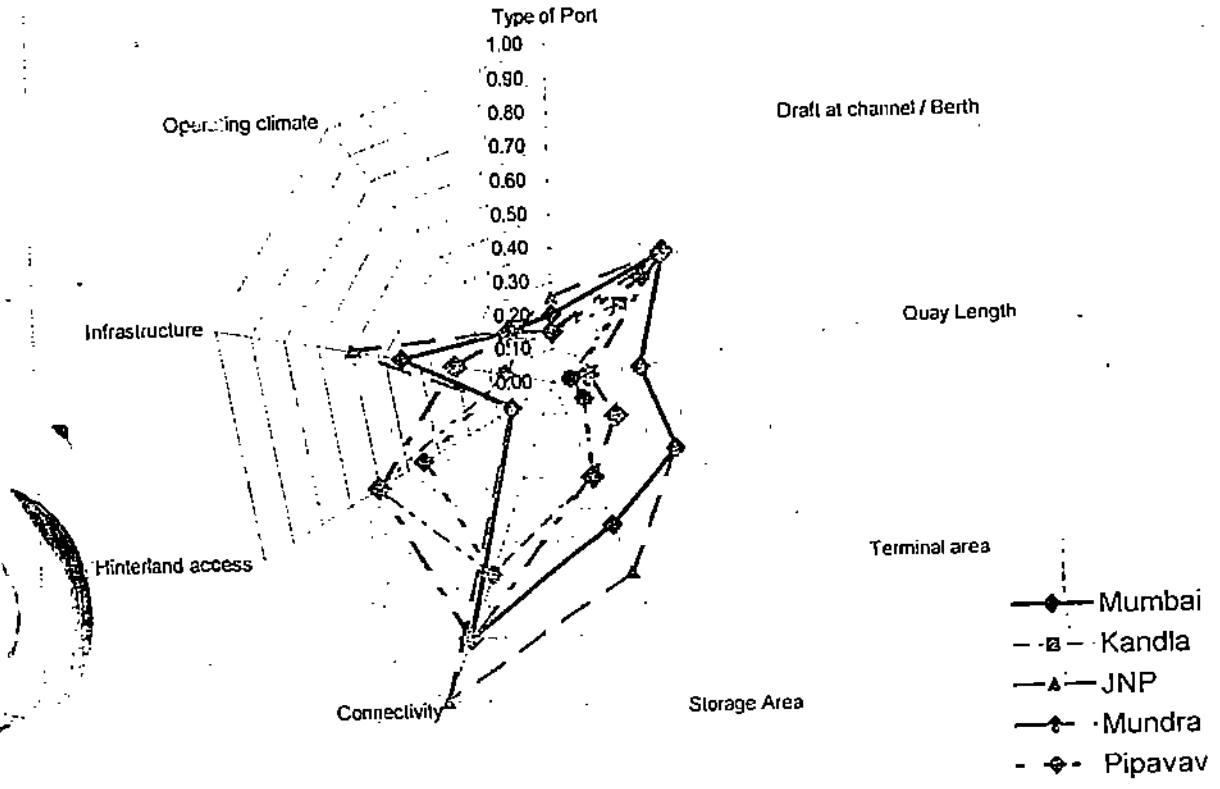

Type of Port
1.00
0.90
0.80
0.70
0.60
0.50
0.40
0.30
0.20
0.10
0.00
Operating climate
Draft at channel / Berth
Infrastructure
Quay Length
Hinterland access
Terminal area
Connectivity
Storage Area
Mumbai
Kandla
JNP
Mundra
Pipavav

**Chart 10**

## Appendix

| Projected GDP US$ billion | | | | | | Projected GDP Growth Rate | | |
|---|---|---|---|---|---|---|---|---|
| Year | US | Japan | China | UK | India | Year | China | India |
| 2000 | 9825 | 4176 | 1078 | 1437 | 469 | 2000 | 8.0 | 5.4 |
| 2001 | 10082 | 4032 | 1157 | 1425 | 466 | 2001 | 7.3 | 4.2 |
| 2002 | 10446 | 4358 | 1252 | 1498 | 474 | 2002 | 8.2 | 4.7 |
| 2003 | 10879 | 4366 | 1353 | 1565 | 511 | 2003 | 8.1 | 5.6 |
| 2004 | 11351 | 4366 | 1529 | 1647 | 554 | 2004 | 8.4 | 5.9 |
| 2005 | 11697 | 4427 | 1724 | 1688 | 604 | 2005 | 7.9 | 6.2 |
| 2006 | 12041 | 4498 | 1936 | 1728 | 659 | 2006 | 7.6 | 6.2 |
| 2007 | 12348 | 4536 | 2169 | 1762 | 718 | 2007 | 7.3 | 6.1 |
| 2008 | 12656 | 4556 | 2422 | 1797 | 782 | 2008 | 7.1 | 6.1 |
| 2009 | 12966 | 4573 | 2699 | 1836 | 853 | 2009 | 6.9 | 6.1 |
| 2010 | 13271 | 4601 | 2998 | 1876 | 929 | 2010 | 6.6 | 6.1 |
| 2011 | 13580 | 4638 | 3316 | 1918 | 1011 | 2011 | 6.4 | 6.0 |
| 2012 | 13883 | 4683 | 3650 | 1960 | 1100 | 2012 | 6.0 | 6.0 |
| 2013 | 14184 | 4736 | 4002 | 2004 | 1196 | 2013 | 5.8 | 5.9 |
| 2014 | 14486 | 4795 | 4371 | 2046 | 1299 | 2014 | 5.5 | 5.9 |
| 2015 | 14786 | 4858 | 4754 | 2089 | 1411 | 2015 | 5.2 | 5.8 |
| 2016 | 15106 | 4925 | 5156 | 2130 | 1531 | 2016 | 5.1 | 5.8 |
| 2017 | 15427 | 4999 | 5585 | 2170 | 1659 | 2017 | 4.9 | 5.7 |
| 2018 | 15750 | 5074 | 6041 | 2209 | 1797 | 2018 | 4.8 | 5.7 |
| 2019 | 16083 | 5146 | 6538 | 2247 | 1945 | 2019 | 5.1 | 5.6 |
| 2020 | 16415 | 5221 | 7070 | 2285 | 2104 | 2020 | 5.0 | 5.5 |
| 2021 | 16765 | 5297 | 7646 | 2321 | 2278 | 2021 | 5.2 | 5.6 |
| 2022 | 17133 | 5372 | 8250 | 2355 | 2470 | 2022 | 4.9 | 5.7 |
| 2023 | 17518 | 5443 | 8863 | 2389 | 2682 | 2023 | 4.1 | 5.7 |
| 2024 | 17918 | 5509 | 9517 | 2422 | 2916 | 2024 | 4.2 | 5.8 |
| 2025 | 18340 | 5567 | 10213 | 2456 | 3174 | 2025 | 4.2 | 5.8 |

Source: Goldman Sachs' Global Economic Paper No:99 (BRIC Report) – 2003

# MUMBAI OFFSHORE CONTAINER TERMINAL

## BUSINESS DEVELOPMENT STRATEGY

**DRAGADOS SPL, GAMMON INDIA LTD.**

**&**

**GAMMON INFRASTRUCTURE PROJECTS LTD.**

Consultant: HAUER Associates
Maritime & Port Consultants

# Business Development Strategies for Mumbai Port-OCT Project

Consultants give below the pre-requisites and chief elements of an effective marketing strategy for the Mumbai Offshore Container Terminal. Our input is partly based on work done by our global alliance partner, Ocean Shipping Consultants, UK.

## SERVICE FUNDAMENTALS:

The expectation behind privatization efforts is not to merely achieve higher productivity in terms of physical performance and greater returns in terms of financial performance but also to provide better, efficient and world class service to port users, who are predominantly shipping lines and shippers.

Port users expect transparent, speedy and economic movement of boxes, low pre- berthing time and shorter turn round time besides attractive tariff. The terminal operator must constantly address these expectations and evolve a business development strategy that meets these expectations.

## MARKET RESEARCH:

It is imperative that the terminal operator is armed with all relevant information to market his terminal effectively. This would include but would certainly not be limited to:

- Nature and size of the market/growth prospects.
- Ship sizes developments (deep sea, regional and feeder) and container handling implications.

- Container terminal productivity – this is now central as a result of both economic and (increasingly) environmental reasons.
- Cost of container terminal transit – impact of terminal costs on the transport chain
- Completion from terminals in the region

**CUSTOMER BEHAVIOUR:**

The operator should attempt to understand the behaviour and functioning of his customers to effectively meet their expectations. This would involve identification and understanding of the following with respect to the customer's organization.

- Decision making units
- Decision criteria
- Decision processes
- Market segmentation

**MARKETING STRATEGIES:**

With a thorough understanding of the market, the customers and the customers' decision making, the terminal operator should deliberate and act upon on the following:

- **Market share or market scope**

Consultants believe focus should be on market share rather than scope. However effort at expanding the scope beyond existing markets is also mandatory

- **Shipper or shipping line focus**

Though both the categories of customers are important, consultants believe shipping lines bring in the customers and hence require greater attention and focus

- **Cost and Service strategy**

Minimizing cost and maximizing service to the customer is a balancing act that requires specialized skills. Consultants recommend lower cost for basic services and higher costs for specialized services, a time tested approach that works

- **Seaport or Network focus**

Ports operate in at least 3 different networks viz.,

- Transport Network
- Logistics Network and
- Trade Network

Changes in these networks have a great impact on terminal operations

- The trends in the transport network are liberalization of transport markets, initiatives towards sustainable transport and increasing vessel size resulting in consolidation of transport industry across segments such as liner shipping, inland transport service and terminal operation, evolution of complex shipping structures in which various types of shipping services play a role and fierce port competition in container market

- The trends in the logistics network are outsourcing, standardization & unitization, shorter product cycles and increased safety / security measures, increased attention to flexibility of logistics systems, increased

pressure to reduce time to markets and stock levels and 'collaborative planning' in transport & logistics

- The trends in the trade network are declining cost of international transport, improved telecommunication system, trade liberalization and international standardization leading to global sourcing of MNCs, international supply chains and limited ties between regional institutions and decision makers in MNCs

Network focus is inevitable for a terminal operator and consultants suggest such a focus from day one.

- **Collaborative strategies**

These are needed for long term survival and prosperity of the operator and include:

- Horizontal Integration through strategic alliances with
  - Shipping lines
  - Indian ports & terminals
  - Regional (transshipment) terminals or Global terminals
- Vertical Integration

Strategic alliances may also be entered into with

- CFS / ICD operators
- Road / Rail Transport Operators
- Freight Forwarders
- Logistics Service Providers

- **Growth Strategies:**

This may include:

- Investing in hinterland terminals – (CFS/ICD)
- Investing in other ports in the region – Consultants suggest at least one other port on the west coast and one on the east coast, Minor Ports should be actively considered
- Investing in transport means
- Investing in information systems that enable 'collaborative planning'
- Investing in maximizing safety in supply chains
- Investing in preferential treatment of time sensitive shipments
- Investing in logistics systems

➢ **Pricing Strategy:**

Though price ceilings are fixed by TAMP, it is certainly possible for the operator to adopt pricing strategies aimed at maximizing throughput. Incentive scheme for customers and separarte pricing for dedicated capacity are two options that can be readily implemented at Mumbai.

It is important to keep in mind that pricing strategies should be aimed at competing effectively not only with other ports in India but also other ports in the region.

➢ **Promotion & Selling:**

Consultants believe essential requirements of promotions would be:

- Proper targeting of promotion
- Selecting an effective media mix
- Relationship marketing

Given the rapid growth and sophistication of the marketing industry in India, it would not be difficult to select competent agencies to outsource promotions to.

**ALIGNMENT WITH NATIONAL GOALS:**

To succeed and be regarded as a respected player in the container terminal industry in India and to win the confidence and support of the port authorities, government and people at large, consultants strongly believe national priorities and goals should be constantly kept in mind. The terminal operator should see himself and project himself as one who works towards the growth of the Indian economy, provides critical access to world markets to Indian importers and exporters and serves as a catalyst for bringing about socio-economic change to uplift the lives of the people in the region he is located.

# APPENDIX 15

## EQUIPMENT REPLACEMENT PLAN

## (AS SUBMITTED BY THE CONSORTIUM ALONG WITH THE BID)

## Equipment deployment and replacement plan

The minimum lifetime for the quay cranes and RTGs are 25 years, 15 years for Reachstackers, and 10 years for trucks and bomb-carts. Adequate replacement plan is calculated in the business model. There is no major equipment replacement planned for the quay cranes and RTGs, because of their expected life span. Other equipments such as reachstackers, trucks and bomb-carts, as well as terminal vehicles, replacements are planned for 15 and 10 years respectively. For the entire OCT concession duration, an estimated equipment investment of 116 million USDs, or 5,220 million of rupees are required.

## APPENDIX 16

## PRIORITY BERTHING NORMS

The Licensee shall be obliged to protect the national interest like national security whenever necessary as required and also honour priority berthing orders issued by the Government of India in this regard. The berthing schedule for Licensee's Vessel and Other Users shall be as per the provisions under Article 8.

**Government of India Guidelines for Priority Berthing/ Window Norms (Additional 12 pages attached).**

NO. PT-11023/2/59-PT
Government of India
Ministry of Surface Transport
(Ports Wing)

New Delhi, dated 01.06.1992

To,
The Chairmen
(All Port Trusts)

Sub : Berth Reservation Scheme – General guidelines – reg.

Sir,

I am directed to state that there have been proposals from time to time from the various major ports for permitting them to reserve berths for ships. The Government have considered various proposals. In order to give operational freedom to Port Trusts, Government have decided to lay down only general guidelines to be observed by Port Trusts while finalising the detailed terms and conditions with shipping lines regarding advance berth reservation. Within the framework of these guidelines, Port Trusts Boards can negotiate and finalise arrangements with shipping lines for granting the facility of berth reservation. These guidelines are :-

i. A shipping line requiring advance reservation for a Container Ship should give its scheduled arrival of ships at least 3 month in advance. In the case of other vessel, the minimum notice period may be one month.

ii. A fee will have to be charged for berth reservation scheme and this should be equal at least to the berth hire for a day or to 25% of the beith hire for the expected stay of the ship at berth whichever is higher. The shipping line should intimate the expected stay of the ship at the time of asking for berth reservation.

iii. The berth covered by the reservation scheme should not exceed 25% of the available berth days in any month and at any point of time at least 50% of the berths should be available on a "first come first served" basis. So far as general cargo berths are concerned, the Ports may group the berths for this purpose depending upon the nature of cargo unloaded at different berths.

iv. If the shipping line does not bring the ship at the pre-reserved time, then it will forfeit its berth reservation fee given in advance. So far as line ships are concerned, the ships should arrive within six hours of the commencement of the time reserved for the berths and so far as non-liner vessels are concerned, it should arrive within one day of the time indicated for the arrival of the ships.

v. The Port Trust may also negotiate with the lines the conditions regarding a minimum throughput and regarding the provisions of equipments, etc. for cargo handling at the port. No commitment regarding availability of equipment which is unrealistic or in excess of the port's capacity to provide, should be given by the Port Trusts.

vi. The berth reservation system will be subject to overriding priority given by Government to specified vessels or classes of vessels.

2. Specific proposals forwarded to this Ministry by Madras Port Trust and Jawaharlal Nehru Port Trust may also be decided in accordance with these general guidelines.

Yours faithfully,

sd/-

(R.N. VERMA)
DIRECTOR

IMMEDIATE

Government of India
Ministry of Surface Transport
(Ports Wing)

No. PT-11033/13/92-PT New Delhi, the 21st December, 1992

To,
The Chairman
J.L.Nehru Port Trust
Sheva
New Bombay

Sub : Ousting priority berthing to ships – general guidelines – reg.

Sirs,

I am directed to state that there are cases where priority/ ousting priority berthing facility has been given/ is given by the Government and in some cases by the ports, under the power available to them under their rules/ regulations.

2. It has now been decided that in all such cases where such a facility has been given in past or may be given in future, there will be a priority berthing charges. A fee will have to be charged equivalent to berth hire for a day or 25% of the berth hire for the expected stay of the ship at berth whichever is higher. The shipping agent/ Master of the ship should intimate the expected stay of the ship in advance. In case of ousting priority, all the charges which are incurred by the port authorities in 'shifting out'/ 'shifting in' of vessels will also have to be paid. Since the collection of vessel related charges is to be done in terms of the rates notified in US dollars and converted into Indian rupees on the date of arrival of the vessel, the above charges will also have to be collected accordingly.

3. These instructions will apply to all vessels being accorded 'priority'/ 'ousting priority' berthing except vessels carrying Government cargo.

4. This may also brought to the persons knowledge of concerned officers like Chairman, Deputy Chairman and Heads of the Departments of the Port Trusts.

5. The receipt of the letter may please be acknowledged.

Yours faithfully

sd/-
(R.N.VERMA)
DIRECTOR (PT)
TEL.3716619

IMMEDIATE

Government of India
Ministry of Surface Transport
(Ports Wing)

No.PT-11033/13/92-PT

New Delhi, the 10th December, 1993

To,

The Chairmen
All Major Port Trusts

Sub : Ousting priority berthing to ships - General Guidelines - Clarifications reg.

Sir,

As per this Ministry's letter of even number dated 21st December, 1992 certain guidelines were issued regarding the fee to be charged for providing priority/ ousting priority berthing to vessels at Major Ports.

2. In the guidelines it has been mentioned that these would apply to all vessels who are accorded priority/ ousting priority berthing expect vessels carrying Government cargo.

3. To make the clause regarding exemption more clear, it has been decided that the priority / ousting priority berthing charges shall be collected from all vessels expect the following:-

i Vessels carrying government cargo i.e. cargo which has been imported on Government account directly i.e. by any Ministry of Govt. of India. This exemption shall not be applicable to the cargo imported by the public sector undertakings.

ii Defence vessels coming on goodwill visits.

iii Vessels hired for the purpose of Antarctica expedition by Department of Ocean Development.

iv Any other vessels for which special exemption has been granted by Ministry of Surface Transport.

4. These clarifications may kindly be brought to the notices of all concerned for

necessary action.

5. The receipt of the letter may please be acknowledge.

Yours faithfully
sd/-

(ANAND KUMAR)
Dy. Secy. To the Govt. of India

Government Of India
Ministry Of Surface Transport
Transport Bhavan
Parliament Street
New Delhi-110 011

No. PT-11033/13/94-PT

dated 6.12.1994

To,

The Chairman
Jawaharlal Nehru Port Trust

Subject : General Guidelines for according 'priority'/'ousting priority' for berthing the vessels at Major Ports

Sir,

As per this Ministry's letter of even number dated 21st December, 1992 and 10th December, 1993 certain instructions were issued to all Major Port Trusts for charging a fee according the 'priority'/'ousting priority' to berth the vessels at Major Ports (copies enclosed)

The issue of charging fee for providing the 'priority'/'ousting priority' has been further examined in the Ministry and following instructions are issued.

i. All Major Port Trusts shall collect a fee in addition to the berth hire charges for 'priority'/'ousting priority' in berthing at the revised rates as follows:

For providing the 'priority berthing' to any vessel, all Major Port Trust shall collect a fee equivalent to berth hire charges for a single day or 75% of the berth hire charges calculated for the total period of actual stay at the berth, which is higher.

For example, if the berth hire charges are Rs. 10,000/- per day, then a minimum fee of Rs. 10,000/- or 75% berth hire charges calculated for the total period of actual stay at the berth i.e. @ Rs. 7500/- per day whichever is higher shall be charged.

ii. For providing the 'ousting priority' to any vessel, all Major Port Trusts shall collect a fee equivalent to berth hire charges for a single day or 100% of the berth hire charges calculated for the actual period of stay at the berth, whichever is higher. For example, if the hire charges are Rs. 10,000/- per day, then a minimum fee of Rs. 10,000/- per 100% of the berth hire charges

calculated for the total period of actual stay at the berth i.e. Rs. 10,000/- per day, whichever is higher shall be charged. In addition, for providing 'ousting priority' to any vessel, all Major Port Trusts shall collect charges for 'shifting in' and 'shifting out' of the vessels.

3. The fee according 'priority'/'ousting priority' as indicated above shall be charged from the vessels irrespective of the fact whether the 'priority'/'ousting priority' is accorded by the Central Government or the Port Trust under their own rules and regulations, except the following categories :-

i. Vessels carrying cargo on account of Ministry of Defence.

ii. Defence vessels coming on goodwill visits.

iii. Vessels hires for the purpose of Antarctica expedition by Department of Ocean Development.

iv. Any other vessels for which special exemption ha been granted by the Ministry of Surface Transport.

4. All other instructions as detailed in this office letter of even number dated 21st December, 1992 shall continue to apply.

5. These instructions shall come in to effect w.e. from 8.12.1994.

6. The receipt of this letter may kindly be acknowledged.

Yours faithfully,

sd/-

(ARVIND KUMAR)
Dy. Secretary to the Govt. of India

Encl : As stated.

Government Of India
Ministry Of Surface Transport
Transport Bhavan
Parliament Street

No. PT-11033/13/94-F T Dated, New Delhi-110 001 20th Feb., 1995

To,
The Chairmen,
All Major Port Trusts & Dy. Chairman, HDC.

Sir,

Please refer to this Ministry's letter of even number dated 8.12.1994 regarding charging of fee for providing the 'priority/ousting priority' to berth the vessels at Major Ports.

2. During Rationalised Distribution of Cargo meeting held on 17.1.1995, Traffic Managers of various Major Port Trusts had sought following clarifications regarding charging of fee according 'priority/ousting priority'

a) whether the fee for according 'priority/ousting priority' is to be collected form the vessels which carry a specified cargo and are berthed at the berth reserved for handling that type of cargo e.g., for berthing container vessels at earmarked container berth.

b). whether the fee for according 'priority/ousting priority' is to be charged form the vessels where though the necessary directions have been issued for according 'priority/ousting priority' but on arrival such vessels are berthed in normal course on their turn.

c). whether the fee for according 'priority/ousting priority' is to be charged form the vessels which are berthed at the berth leased on long term basis and are on account of the lessee.

3. After considering the points raised by Traffic Managers, it is clarified that

(i) The fee for according 'priority/ousting priority' is not leviable on the vessels which carry a specified cargo and are berthed at the berth reserved for handling that type of cargo as per general policy e.g. for berthing container vessels at earmarked container berth. However, whenever 'priority/ousting priority' is accorded to any vessel within the category of specified cargo or otherwise, the port shall collect the fee for according 'priority/ousting priority' as the case may be.

The fee for according 'priority/ousting priority' is leviable if an exclusive facility has been given on any berth to a particular user like MMTC, TNEB, etc. The fee shall also be leviable if any other vessel is berthed by according

'priority/ousting priority' at a berth where exclusive facility has been given to a particular user

(ii) The fee for according 'priority/ousting priority' is not leviable on the vessels where though the necessary directions have been issued for according 'priority/ousting priority' but on arrival such vessels re berthed in normal course on their turn.

(iii) The fee for according 'priority/ousting priority' is not leviable on the vessels which are berthed at the berth leased on long term basis with the approval of the Government and are on account of the lessee. However, the fee shall be leviable if any vessel on account of any other user is berthed at the lease berth by according 'priority/ousting priority'.

Your faithfully

Sd/-

(ANAND KUMAR)
Deputy Secretary to the Govt. of India.

Government Of India
Ministry Of Surface Transport
(Ports Wing)

No. PT-11033/7/95-PT

New Delhi, the 8th March 1995

To,

The Chairmen
All Major Port Trusts

Subject :- Berth Reservation Scheme – General Guidelines- Reg.

Sirs,

I am directed to refer to the Ministry's letter No.PT-11023/2/89-PT on the above mentioned subject.

2. As per the present instruction, a fee equivalent to the berth hire charges for a single day or 25% of the berth hire charges calculated for the expected stay of the vessel at the berth, whichever is higher charged for granting the facility for berthing under Berth Reservation Scheme.

3. The issue of charging the fee from the vessels berthed under the Berth Reservation Scheme has been further examined in the Ministry and it has been decided that all Major Port Trusts shall charge a fee equivalent to the berth hire charges for a single day or 50% of the berth hire charges calculated for the actual stay of the vessel at the berth, whichever is higher, for berthing any vessel under the Berth Reservation Scheme.

4. The other features of the scheme will remain as communicated earlier.

5. These instructions shall come into effect from the date of issue of this letter.

Yours faithfully,

Sd/-

(ANAND KUMAR)
Deputy Secretary (PT)

KAMLESH KUMAR
DIRECTOR, PORTS (OPERATIONS)

Government of India
MINISTRY OF SURFACE TRANSPORT
Transport Bhavan,
Parliament Street
New Delhi – 110 011

D.O.No.PT-11033/7/99-PT

Dated : 15th May, 2000

Dear Sir,

This has reference to the representation made by JNPT that NSICT are allowing shipping lines to bring their vessels at NSICT's terminal under fixed window scheme only which is virtually the same as Berth Reservation Scheme without giving any cognizance to the Government Guidelines to this effect.

2. In order to have level playing field between NSICT and JNPT, the proposal to amend clause (iii) of the Ministry's Guidelines dated 1.6.1992 has been examined in the Ministry and it has been decided that -

"At least 33% of the total available berth days in a month in the Port as a whole or at each terminal in case port operated terminal and private terminal are working side by side in the port, must be kept open for container vessels not calling under fixed window/Berth Reservation Scheme, on 'first-come-first-served' basis".

3. The other features of the scheme may remain same at communicated earlier. The amendment to clause (iii) of the Ministry's Guidelines on berth Reservation Scheme, issued vide letter no. PT-11023/2/89-PT dated 1.6.1992, will come into effect from the date of issue of this letter. The above amendment is also applicable to NSICT.

with regards

yours sincerely

Sd/-

(Kamlesh Kumar)

Shri. M.P. Pinto,
Chairman
J.L. Nehru Port Trusts,
NEW BOMBAY

## APPENDIX 17

## SHARE HOLDING

The Licensee shall ensure that the consortium members maintain their minimum holding in the paid-up equity capital of the Licensee for at least three years from the date of commercial operation of OCT as specified below:-

| S.No | Name of the Member | Minimum holding (%) |
|---|---|---|
| 1. | Gammon India Limited | 26% |
| 2. | Dragados Servicios Portuarios y Logisticos | 26% |
| 3. | Gammon Infrastructure Projects Limited | - |

## APPENDIX 18

## LIST OF APPLICABLE PERMITS

The following is the list of major permissions/approvals required to be obtained before, during and after implementation for the project.

1. Municipal Commissioner MCGM, Mumbai
   - For information and necessary permissions for construction of Office structures etc.
2. Ministry of Finance, ECB division of RBI
   - Permission for Foreign investment in the project.
3. Tata Power Co.
   - Power requirement.
4. Electrical Inspector, Govt. of Maharashtra
   - Clearance as regards meeting safety standards.
5. Notification by CHDT to declare the project as infrastructure project and availability of necessary tax/fiscal incentives
6. Certificate of competency
   - For certifying storage installations owned and operated by organisation.
7. Department of Customs, GOI
   - For declaring the berth as landing place.

All the assistance will be extended by the Licensor in getting the approvals.

## APPENDIX 19

## FORM OF PERFORMANCE SECURITY

**(To be issued by a Nationalised / Scheduled Bank in India)**

This Deed of Guarantee executed at ———————— by ———————— (Name of the Bank) having its Head/Registered office at ———————— ——— (hereinafter referred to as **"the Guarantor"**) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

**In favour of**

The Board of Trustees of the Port of Mumbai (hereinafter called **"the Board"**) having its office at, Port House, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai 400 001, which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

**Whereas** the Board, vide its Request for Proposal dated 22nd June 2005 (hereinafter referred to as the **"RFP"**), invited proposals from the shortlisted bidders to implement the project envisaging (i) operation and management including necessary developments, modifications and augmentation of facilities, of the Ballard Pier Station Terminal; and (ii) designing, engineering, financing, constructing, equipping, operating, maintaining, repairing, replacing the Project Facilities and Services for Off-Shore Container Terminal (**"OCT"**) during the pre agreed License Period in the Mumbai Port on build, operate and transfer (**"BOT"**) basis (**"Project"**).

**And Whereas** after evaluation of the bids received in response to the RFP, the Board accepted the bid of the consortium comprising of [Gammon India Limited, Dragados Servicios Portuarios Y Logisticos S.L. and Gammon Infrastructure

Projects Limited] (hereinafter referred to as the " **Consortium**") and issued the Letter of Intent No. CE.CF.226 (CTP)/3559 dated 8th August 2007 for award of License ("hereinafter referred to as the "**LOI**") to the Consortium requiring, interalia, the execution of the license agreement (hereinafter referred to as the "**License Agreement**"), within 7 (seven) weeks of the date of issuance the LOI.

**And Whereas** in terms of the RFP / LOI, the Consortium has promoted and incorporated, M/s.Indira Container Terminal Private Limited a company registered under the Companies Act, 1956 having its registered office at Gammon House, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 025 (hereinafter called "**the Licensee**" which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) and the Successful Bidder shall, as Licensee enter into the License Agreement with the Board on _____ for inter alia undertaking the implementation of the Project and to perform and discharge all its obligations thereunder.

**And Whereas** the OCT has become operational, hence in terms of the License Agreement, the Licensee is required to provide an unconditional and irrevocable Bank Guarantee for an amount of Rs.350,000,000/- (Rupees Three hundred fifty Million only) as security for payment of Revenue Share for OCT and any other amounts that may become due and payable by the Licensee to the Licensor under the OCT Project and the Guarantor has agreed to provide a Guarantee being these presents :

Now this Deed witnesseth that in consideration of the premises, We, **(Name of the Bank)** hereby guarantee as follows:

(i) The Licensee shall make payment of the Revenue Share for OCT and any other amounts that may become due and payable by the Licensee to the Licensor under the OCT Project.

(ii) We, the Guarantor, shall, without demur, pay to the Board an amount not exceeding Rs. 350,000,000/- (Rupees Three Hundred and Fifty Million only), within five (5) days of receipt of a written demand therefor from the Board stating that the Licensee has failed to meet its performance obligations as stated in Clause (i) above.

(iii) The above payment shall be made by us without any reference to the Licensee or any other person and irrespective of whether the claim of the Board is disputed by the Successful Bidder or not.

(iv) This Guarantee shall be valid and shall remain force for a period of _____ months from the date of issue of this Guarantee i.e. upto and inclusive of _____ (date).

(v) In order to give effect to this Guarantee the Board shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Operations and Maintenance Plan or other documents by the Board or by the extension of time of performance granted to the Licensee or any postponement for any time of the power exercisable by the Board against the Licensee or forebear or enforce any of the terms and conditions of the Implementation Plan and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of the Board or any indulgence by the Board to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

(i) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

(ii) The Guarantee will not be discharged due to change in the constitution of the Bank.

(iii) It is also hereby agreed that the Courts in Mumbai shall have the exclusive jurisdiction in respect of claims if any under this Guarantee.

(iv) The Guarantor has power to issue this Guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____

In Witness whereof the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and Delivered by _____ Bank

by the hand of Shri _____

its _____and authorised official

## APPENDIX 20

## SELECTION PROCESS FOR INDEPENDENT ENGINEER

### Procedure for Appointment

i) The Licensor shall within 15 (fifteen) days from the date of Award of License forward to the Licensee a list consisting of the names accompanied by their respective profile in brief of at least five consultants of international repute who are eligible and willing to act as Independent Engineer for the OCT Project;

ii) Within 15 (fifteen) days of receipt of the panel forwarded by the Licensor, the Licensee shall submit a panel of three consultants selected out of the panel forwarded by the Licensor, together with its consent for appointment by the Licensor of one of the consultants named in such panel as the Independent Engineer;

iii) The Licensor shall within 30 (thirty) days of receipt of the panel forwarded by the Licensee, appoint one of the consultants included in the panel as the Independent Engineer and communicate the fees and other terms of appointment of the same to the Licensee and the consultant so appointed; and

iv) The term of the Independent Engineer shall be as specified in. Article 6.3 of the License Agreement.

### Payments to the Independent Engineer

All fees, costs, charges and expenses payable to the Independent Engineer in accordance with the terms of its appointment (collectively "the Remuneration") shall be shared and borne by the Licensor and Licensee equally.

**Replacement of the Independent Engineer**

The Licensor and Licensee may replace the Independent Engineer for the time being in any of the following circumstances:

i) If the Licensor and Licensee has reason to believe that the Independent Engineer has not discharged its duties in a fair, appropriate and diligent manner;

ii) If the Licensor and Licensee decide not to renew the term of the Independent Engineer;

iii) If, in accordance with the terms of its appointment the Independent Engineer resigns or notifies its intention not to continue as the Independent Engineer; and

iv) Any other circumstance, which in the opinion of the Licensor and Licensee warrants replacement of the Independent Engineer.

# APPENDIX 21

## PRELIMINARY DESIGN CRITERIA

## (AS SUBMITTED BY THE CONSORTIUM ALONG WITH THE BID)

# Mumbai Port Trust

## Offshore Container Terminal

## Technical Note

HOWE (INDIA) PVT. LIMITED
Consulting Engineers - Project Managers
HOWE INDIA HOUSE, 81 NEHRU PLACE
NEW DELHI - 110 019

November, 2005

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# Mumbai Port Trust

## Offshore Container Terminal

## TECHNICAL NOTE

## A. LAYOUT

### 1. Berth

The overall layout of the berth and approaches are generally in keeping with the Request for Proposal. The 4.5-metre strip of deck between the front rail of the Rail Mounted Quay Cranes (RMQC) and the berth face will accommodate the service trench and trailing cables for the RMQC's. The RMQC tracks, 30 metres apart, will have adequate space for the vehicle lanes for both berths, while the area behind the rear track will be used for stacking hatch covers, locating high mast lights and fire fighting services. The pumps and control room for the fire fighting services will be located on a separate platform off the northern approach, close to the berth. The platform will also have the electrical sub-station (Sub-Station 1) for power requirements on the berth.

The RMQC tracks will have end stops (buffers) for safety and the cable payout points will enable each RMQC to cover the entire operating length of one berth and part of the adjacent. This way, during initial operation, more than two RMQC's can be used on a berth if required, when the other berth is free, or when the operation on the other berth is at a reduced level. This feature will help further optimization when more RMQC's are introduced in future, which are not shown in the initial layout.

For smooth circulation of traffic to and fro the berth, the lanes will be marked for one-way movement on the berth and its approaches. Designated RMQC parking spots will be located generally at the berth ends and several centrally, clear of the approach junctions, with anchor arrangements to secure the RMQC's under non-operating conditions.

### 2. Yard

The back-up area assigned for the use of the two-berth operation is shown in Drawing No. L01. The railway siding has been relocated to accommodate

switches and buffer and the track centres adjusted to keep the option open for RTG/RMG operation. Provision has also been made for pre-stacking rail-bound containers and/or emergency placement at the railway siding, which may be traded off for a third loading track, if required in future.

Separate zones have been designated for storage of empties (handled by reach stackers), dry loaded and reefer containers (handled by RTG). The number of container ground slots in each storage bay is provided as notes in the layout drawing. Minor adjustments may be required during detailed engineering. The layout ensures that all four corners of any container rest on similar surface, i.e. either on gravel bed, or on pavement. The peripheral and intermediate roads allow for efficient traffic circulation, placement of light masts, RTG cross-over and interconnection of the various zones without interfering with operations. Provision has been made for extending the yard on similar lines to the adjoining area of about 10 Ha, if it is made available in future.

## 3. Gate Complex

The Gate Complex is designed to allow up to 5 independent lanes each way apart from a central extra-wide access for over-sized cargo/equipment movement, switching between in/out movement during traffic surges, and port official (or VIP) access. For the initial phase of development, the central access, together with two lanes each for in and out movements will be adequate, with other lanes being added as required in future. A separate gate for staff and visitors for access to the administration building has been provided.

The gate complex will have a series of gates and computerized terminal rooms to check and control documentation related to the receipt and dispatch of containers by road. Containers, which require random inspection, say by Customs, will be driven off the gate lanes to the designated area next to the complex. After inspection, these containers will have the option to exit, re-enter the gate complex, or return to the yard as directed.

It will be possible to add X-ray / scanning devices for containers at the gate complex, if required.

## 4. Utility Buildings

The Administration Building will accommodate the port offices, customs, security and other agencies, users, training and telecommunication facilities. A workshop for emergency repairs, with a store for fast moving spares and consumables, has been located to serve both yard and berth. Open space adjacent to the workshop will be used for parking of emergency service vehicles such as fire tenders and mobile workshop. Field offices, toilet and canteen facilities will be available at suitable locations near the berth and in the back-up area.

# B. ON SHORE FACILITIES

## 1. General

The design criteria stipulated in Section-5 of the DFR (Final) issued with the RFP document will be followed unless they are modified in the following salient features of the proposal.

## 2. Salient Features

I. Overall Project Layout is shown on Drawing No I-415/C-001

II. Berth and Approach Bridges (Drawing No I-415/C-002)

The berth has been designed as open RCC beam and slab structure supported on RCC bored cast in-situ piles, connected to shore by piled approaches.

Piles in combination of 1300 / 1200 / 1100 and 900 mm dia have been provided to safely resist the berthing forces from the ships in bending. Top of deck level for berth is kept at +8.0 M CD. Fenders are spaced at 21 M center to center for effecting berthing of vessels. Deck slab shall consist of precast and in-situ construction as indicated in the drawing. Six number of expansion joints have been provided along the berth length. Brief specifications are as given below:

i) Concrete – Grade M40 as per IS:456/2000

ii) Reinforcement – HYD bars to IS:1786 Fy 415 N/sq.mm.

iii) All other raw materials for concrete shall be as per IS:456.

iv) Provisions of IS 4651 will be ensured.

III. On-shore Facilities (Drawing No. I-415/C003)

i) Filling

To develop the on-shore facilities, it is required to fill Victoria and Prince's Docks. To fill these docks it is proposed to close the dock gates and fill the intermediate areas with selected fill / murrum / sand. Simultaneously, it is proposed to fill a short area immediately on the sea side of the outer gates with stones. The dock areas are proposed to be filled with dredged sand brought from areas near Rewas or other suitable locations. The sand will be brought in barges and pumped into the docks. The filled-up soil above +4.42 M (MHWS) will be compacted to 97% of the laboratory dry density. The filling will be finished at a level lower than +5.79 M CD by the thickness of the proposed paving.

ii) Pavings

After the dock areas are filled, there shall be two types of areas:

a) The existing dock areas, which are fully compacted over the past several years and are not likely to settle.

b) The recently filled compacted areas, which may settle.

The layout of Container Yard is so done that a loaded container is either completely on the hard ground or on a recently filled ground.

In the newly filled areas containers will be stacked on a minimum 400 mm thick gravel bed. Any settlement in the gravel bed will be made up-by filling fresh gravel, four high containers can be stacked on gravel bed as is being done at JNPT.

In the hard ground i.e. the existing dock area `C' type paving (total thickness 480 mm) is provided and is designed to take load of four high loaded containers.

Type `A' paving is designed (total thickness including 150 mm sub-base, 755 mm), for the RTGC movement area carrying loaded containers. The RTGC will have four wheels at each corner with a maximum corner load of 64 T (including wind loads).

Type `B' paving is provided for truck trailer movement areas (total thickness including 150 mm sub-base 580 mm). Maximum axle load considered is 20 T.

Type `D' paving is designed (total thickness 430 mm) for empty containers area, where partly hard ground (existing dock areas) and partly filled areas exist intermittently.

iii) RMGC Beam

Beams of size 1.2 M x 1.5 M depth have been designed for RMGC wheels. RMGC wheel loads assumed on each corner 64 T.

iv) Drainage

The entire on-shore area will be graded to slope towards sea and will be drained into the sea.

- RCC Drains

Covered RCC drains of adequate dimensions depending on the run-off from the respective areas will be provided. The drains will have perforated precast RCC covers to drain-off

surface water into the drains. The precast covers will be designed to take load of truck-trailers crossing the drains. The drain edges are protected with nosing angles of sizes 25 mm x 25 mm x 4 mm and 40 mm x 40 mm x 4 mm. Four number outfalls have been provided. The outfalls will have adequate thickness of stone layers to prevent soil erosion.

- Gravel Bed Drains

Each gravel bed has been provided with 2 Nos. 300 mm dia UPVC pipes perforated at the bottom to drain off the water from the gravel bed areas. The perforated holes are shrouded with the graded crushed aggregate of stone sizes 40 mm-15 mm size.

v) Bunds Between Existing Dock & Piled Approaches

The bunds will be constructed between the existing dock and the newly constructed piled approaches. The core material will be Quarry run material of size 1 kg to 15 kg. Armour protections will be provided on either side of core with rocks of approx. size 300 mm to 600 mm laid at 1 in 2 slope.

vi) Operational Buildings

The following operational buildings have been provided:

| | | |
|---|---|---|
| 1. | Gate Complex,Weighbridge Foundation | 1400 sq.m. |
| 2. | Boundary Walls and Gates | 2100 l.m. |
| 3. | Terminal Operational Buildings, Offices including Office Space for Major Port Users | 5000 sq.m. |
| 4. | Gate office, Canteen and Toilets | 300 sq.m. |
| 5. | Workshop, Stores and Fire Station | 2500 sq.m. |
| 6. | Barbed Wire Fence on Sea-front Side | 1140 l.m. |
| 7. | Electrical Sub-station (2 No.) | 400 sq.m. |
| 8. | DG House (2 No.) | 300 sq.m. |
| 9. | Outdoor Switch Yard | 3000 sq.m. |
| 10. | Field office- 3 No. | 75 sq.m. |

vii) Water Supply & Sewage Disposal

A provision of Rs. 2.2 crores has been kept for Water Supply & Sewage Disposal.

Generally all the designs is in line with the Tender Documents except that the containers in the newly filled areas are supported on gravel bed.

# C. ELECTRICAL - DESIGN PARAMETERS

## 1. Input Power Supply

| | | |
|---|---|---|
| Supply Authority | : | Tata Electric Company for Substation-1<br><br>Mumbai Port's South Main Receiving Substation for Substation-2. |
| Voltage | : | 6.6 KV, 3 Ph, 50 Hz |
| Incoming Supply System: | | For Substation-1, 6.6 KV supply shall be drawn from Tata Electric Company to Substation-1 near Jetty by laying approx. 1400 mtrs of 6.6 kV underground cable.<br><br>For Substation Substation-2, 6.6 KV supply shall be drawn from Mumbai Port's South Main Receiving Substation to Container Yard Substation-2 by laying approx. 1400 mtrs of 6.6 KV underground cable. Further power distribution shall be carried out as per single line Diagram Nos. I-415/E-1 & I-415/E-2. |

## 2. Power Distribution System

| | |
|---|---|
| RMQC1, RMQC2, RMQC3: in Phase-1 and RMQC5 RMQC6 in Phase-2 | 6.6 KV, 3 Ph, 50 Hz feeders from RMQC4 Electrical Substation-1 at Jetty to supply power to RMQC1, 2, 3, 4, 5 & 6. |
| Terminal Building: | 415V, 3 Ph, 50 HZ supply power from 415V PCC#2 in the Electrical S/S-2 to Terminal Building main switchboard to feed power supply to Terminal Building lighting and air conditioning loads. |
| Reefer Containers: | 415V, 3 Ph, 50 Hz supply through LT cables from PCC#2 located at Electrical Substation-2 with its respective capacitor banks to Reefer Power Board (RPB) each containing 12 Nos. 32A 5 pin sockets. |
| Other Buildings: | 415V, 3 Ph, 50 Hz power supply from Electrical Substation-2 to Workshop and store, field office, gate complex etc. |

| | |
|---|---|
| Capacitor Bank: | As a Group Compensation device on LT bus to improve power factor to 0.9 lagging for Reefer container supply and other LT loads. |
| Reefer Pillar Board: | Each catering to 12 reefer containers (Total 30 Nos.) located in Reefer Yard. |
| High Mast Lighting: | 30 M High Mast have been considered for yard & berth lighting. |

## 3. Load Consideration

- RMQC – 4 Nos. for Phase-1: 1200kW (To be confirmed by Crane Supplier)- 4 Nos. for Phase-1

  RMQC – 6 Nos. for Phae-2: 6 Nos. for Phase-2

- Sockets for Reefer Containers: Total 360 Nos.

  - Total Nos. Reefer Pillar Boards – 30 Nos.

- Buildings

a) **Terminal**

| | |
|---|---|
| Area: | 15000 sq.ft. (assumed) |
| Air Conditioned Area: | 9000 sq.ft. (60% of total area) |
| Lighting & Power Load: @ 3W/sq.ft. | 15000 x 3 W = 45 kW |
| AC load @1.1 kW/100 sq.ft./ton: | 99 KW |
| Sub Total: | 144 kW |

b) **Workshop (10000 sq.ft.)**

| | |
|---|---|
| Lighting @ 2 W/ft. : | 20 kW |
| Equipment Power : | 60 kW |
| Sub Total : | 80 kW |

c) **Field Office (2 Nos.)**

| | |
|---|---|
| Lighting & Power : (10 KW each) | 20 kW |

d) Electrical Substation and DG Room

Lighting & Power (10 kW each) : 20 kW

e) Gate Complex

Lighting & Power (15 KW each) : 15 kW

f) Toilets, Canteen & Truck Parking: 10 KW

g) Security, custom & time office : 20 KW

h) Store : 5 KW

Total Load (a to h). : 315 kW

- Area Lighting

(a) Container Yard
30 M High Mast 14 Nos.
@ 18 kW : 252 kW

(b) Berth Area
30 M High Mast 4 Nos.
@ 10 kW : 40 kW

Total Load (a to b) : 292 kW

- Fire Pump : 120 kW (included in the misc. load)
- Service Socket at Berths : 35 kW each (3 Phase 63A Socket – 2 Nos. and 1 Phase 15 A socket – 2 Nos.)

## 4. Lighting System

- Illumination Levels
  - Berth and container Yard area : 25 Lux
  - Marshalling Yard : 25 Lux
  - Open yard, streets & parking area: 15 Lux
- Type of Fixtures
  - Container yard, truck parking area etc. : 30 M High mast with 2x600 W high pressure sodium vapour flood lights.
  - Berth : 30 M High Mast with 2 x 400 W HPSV flood lights.

- Workshop : High bay HPSV fixtures
- Stores : Fluorescent fixtures
- Buildings : Generally fluorescent fixtures (energy efficient type as far as possible)

## 5. Standby DG Set

- Standby DG Set SS-1

Rating : 500 KVA, 6.6 KV, 3 Ph, 50 Hz

Type of fuel : HSD

Load consideration :
- 1 No. RMQC load
- minimum lighting load at berth

Location
- DG Room near S/S-1

- Standby DG Set at SS-2

Rating : 1500 KVA, 6.6KV, 3 Ph, 50 Hz

Type of fuel : HSD

Load consideration :
- 25% Reefer containers load.
- 1 No. RMGC load.
- Office building lighting load
- Minimum lighting load at containers stock yard.

Location : DG room near substation-2

## 6. Cable System

Type of Cables

- 6.6 KV(E) Grade : XLPE insulated Al. conductor, armoured FRLS type as per IS 7098.
- 1100 V Grade : PVC insulated, Al. conductor, armoured, FRLS type as per IS 1554 for power distribution. PVC insulated, Al. conductor, FRLS type as per IS 1554 for Reefer Container Socket Board , High Mast lighting and internal lighting of the buildings.

| | | |
|---|---|---|
| Type of Laying | : | Directly buried in ground. Depth of laying as per IS 1255. Laid in PVC conduits for internal lighting of buildings. |
| Type of cable trays/chequered plates in Electrical Room | : | Cable tray will be galvanized. |

## 7. Telephone System

| | | |
|---|---|---|
| EPABX (50 lines) | : | Located in Administration Building |
| Distribution of Extensions | : | - Administration building (10 Nos.)<br>- Electrical Substation (2 Nos.) (1 No. for each S/S<br>- DG Room (1 No. for each DG Room)<br>- Work Shop (2 Nos.)<br>- Stores (1 No.)<br>- Gate complex (3 Nos.)<br>- Time office + canteen (5 Nos.)<br>- Entry Gate (1 No.)<br>- Field offices (4 Nos.) |
| Telephone Cable | : | Multi pair, jelly filled, armoured cable directly buried in ground suitably separated from power cables. |

## 8. Public Address System

| | | |
|---|---|---|
| System Type | : | Distributed Type |
| Location of Announcement | : | Administration Building |
| Hand set Station Location | : | - Administration Building (1 No.)<br>- Gate Complex (6 Nos.)<br>- Berth Field Office (1 No.) |
| Speaker Location | : | Truck parking area, marshalling yard area, Container Yard, Berth area and Gate Complex |
| Signal Cable | : | Multi-pair, armoured cable directly buried in ground suitably separated from power cable. |

## 9. Miscellaneous

The following items are proposed to be installed:

- Service socket outlet board (3 Nos.) on berth.
- Reefer pillar board housing shall be made out of polycarbonate enclosure to avoid corrosion and shall be IP:67 degree of protection.
- Feeder pillars located at strategic location to feed area lighting load to scale of economy.
- Automatic Power Factor Correction (APFC) panels of suitable rating for Reefer Container Load at Electrical Substation.
- APFC panels for crane load shall be part of crane supply.

## APPENDIX 22

## EQUIPMENTS TO BE DEPLOYED BY THE LICENSEE

## (AS SUBMITTED BY THE CONSORTIUM ALONG WITH THE BID)

# BALLARD PIER STATION (BPS) CONTAINER TERMINAL MANAGEMENT AND OPERATIONS

## BPS MANAGEMENT, EQUIPMENT PROCUREMENT & REPLACEMENT PLAN

Preliminary observations indicate the level of equipment in BPS is not sufficient to exceed customer service requirements. Also, operation method improvements are also necessary to increase the existing BPS productivity. The anticipated equipment capital program includes continuing maintenance of existing equipment, making refurbishment and upgrades where practical, and replacing equipment as needed. The existing equipments in BPS, 2 quay cranes and 3 RTGs should be maintained. However, in order to plan for operation

improvements within BPS in the first 5 years, it would be necessary to acquire new equipments, for a combined RTG and Reachstacker operation. We have considered the possibility to refurbish one of the quay cranes, which is not in a good working state, and deploy a mobile harbour crane that can be moved to the OCT when the OCT becomes operational.

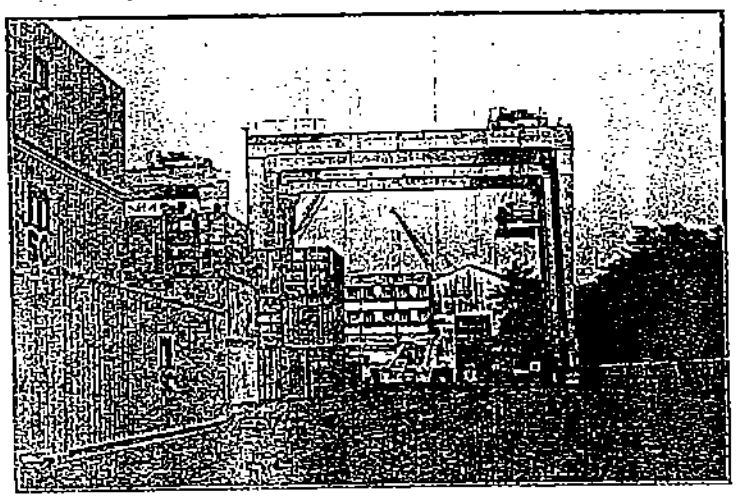


Table 1 below shows the equipment procurement estimated plan for BPS.

| Investments BPS | | | | Million of Rupees |
|---|---|---|---|---|
| Equipments | # | Unit Price | USD | 45 |
| Mobile Crane | 1 | 3.000.000 | 3.000.000 | 135 |
| RTGs | 0 | 1.200.000 | - | - |
| Tractors | 8 | 65.000 | 520.000 | 23 |
| Bombcarts | 12 | 8.000 | 96.000 | 4 |
| Reachstackers | 2 | 360.000 | 720.000 | 32 |
| Forklifts | 1 | 150.000 | 150.000 | 7 |
| Terminal Vehicles | 2 | 30.000 | 60.000 | 3 |
| Contingency | 1 | 10% | 454.600 | 20 |
| Total Equipment Investment | | | 5.000.600 | 225 |

Table 1

*Note: figures above are only indicative estimates*

***(Please note in the Technical Proposal in all Tables- a comma denotes a decimal point and vice versa)***

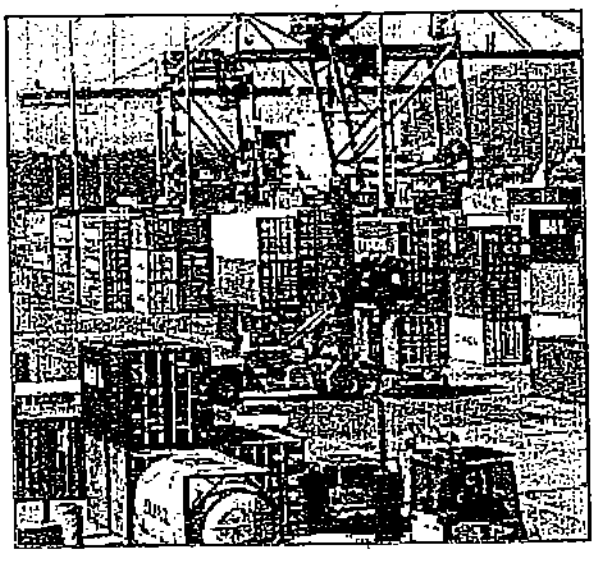
Equipment order-delivery period are taken into consideration for the take over of BPS operation by mid of 2007, if we are awarded the concession. A total of about 225 Million Rupees are allocated for BPS equipment, and most of that equipment can be transferred to OCT at the appropriate time.

The operator is expected to take over a number of existing BPS employees. Trainings will be in place for these employees to adapt new operation processes, as well as additional personnel that may be hired as deemed necessary.

BPS is a very important stepping stone for the future success of OCT, using this period constructively, such as building relationship with liners, to get familiarized with the local labour environment for an operator new to the Indian market. It is our intention to use the 1st three years in operating BPS to establish processes, best practices, and train the personnel that can be transferred to OCT in future.

# OFFSHORE CONTAINER TERMINAL

## Basic Modes of Operation



The option recommended by us is a combined RTG and Reachstacker operation. This option has the most flexibility in terms of infrastructure and operating costs, as well as ability to handle rapid volume growth.

The following is a list of capital equipment that would have to be purchased for the first year of operation based on a combined RTG and Reachstacker operations

- 4 Container Gantry Cranes (Quay Cranes)
- 14 Rubber Tyre Gantry Cranes (RTG Cranes)
- 4 Reach Stacker
- 20 Tractors
- 25 Bombcarts (Trailers)
- 4 Forklifts

Using industry standard productivity assumptions and statistical modeling of moves based on cargo mix assumptions we were able to arrive at the equipment requirements. Subsequent capital purchases (yearly) can be found in the Investment in Major Equipment section.

## Volume

There are three volume scenarios projected for OCT, which are the (i) pessimist, (ii) moderate, and (iii) optimistic scenarios. A full scale market study were awarded to a local consulting firm that has done excellent job outlining OCT's future with respect of Indian's country growth, regional growth, and as

well as the volume demand vs. the capacity supply of specifically the north/western region of India.

The table 2 summarizes the three different scenarios used in our business model.

| Sl. No. | Year | Throughput in 000's TEU | | |
|---|---|---|---|---|
| | | Pessimistic | Moderate | Optimistic |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | 2010 | 340.0 | 480.0 | 550.0 |
| 5 | 2011 | 420.0 | 610.0 | 720.0 |
| 6 | 2012 | 770.0 | 1.000.0 | 1.140.0 |
| 7 | 2013 | 880.0 | 1.160.0 | 1.200.0 |
| 8 | 2014 | 1.000.0 | 1.200.0 | 1.240.0 |
| 9 | 2015 | 1.140.0 | 1.240.0 | 1.240.0 |
| 10 | 2016 | 1.140.0 | 1.240.0 | 1.240.0 |
| 11 | 2017 | 1.140.0 | 1.240.0 | 1.240.0 |
| 12 | 2018 | 1.140.0 | 1.240.0 | 1.240.0 |
| 13 | 2019 | 1.140.0 | 1.240.0 | 1.240.0 |
| 14 | 2020 | 1.140.0 | 1.240.0 | 1.240.0 |
| 15 | 2021 | 1.140.0 | 1.240.0 | 1.240.0 |
| 16 | 2022 | 1.140.0 | 1.240.0 | 1.240.0 |
| 17 | 2023 | 1.140.0 | 1.240.0 | 1.240.0 |
| 18 | 2024 | 1.140.0 | 1.240.0 | 1.240.0 |
| 19 | 2025 | 1.140.0 | 1.240.0 | 1.240.0 |
| 20 | 2026 | 1.140.0 | 1.240.0 | 1.240.0 |
| 21 | 2027 | 1.140.0 | 1.240.0 | 1.240.0 |
| 22 | 2028 | 1.140.0 | 1.240.0 | 1.240.0 |
| 23 | 2029 | 1.140.0 | 1.240.0 | 1.240.0 |
| 24 | 2030 | 1.140.0 | 1.240.0 | 1.240.0 |
| 25 | 2031 | 1.140.0 | 1.240.0 | 1.240.0 |
| 26 | 2032 | 1.140.0 | 1.240.0 | 1.240.0 |
| 27 | 2033 | 1.140.0 | 1.240.0 | 1.240.0 |
| 28 | 2034 | 1.140.0 | 1.240.0 | 1.240.0 |
| 29 | 2035 | 1.140.0 | 1.240.0 | 1.240.0 |
| 30 | 2036 | 1.140.0 | 1.240.0 | 1.240.0 |

Table 2

For the OCT business model, we have used the moderate traffic estimate that indicates the OCT start-up volume in 2010 from 480,000 teus. The traffic will then steadily grow, by the 9th year, or 2015; traffic would remain constant there on 1.24 million teus, which is largely due to the anticipated capacity saturation. It is estimated that with 700 meter of berth length, plus 35 hectares of stacking area, full capacity will be reached at just over 1 million teus.

With optimised usage of the existing yard space, best operation practices, and modern terminal operating processes and systems, in conjunction with the CFS, as well as outside empty depots, we are confident that OCT can handle over 1 million of teus per year.

# APPENDIX 23

## MANPOWER DEPLOYMENT PLAN

## (AS SUBMITTED BY THE CONSORTIUM ALONG WITH THE BID)

# ORGANISATION PLAN

**The Organisation chart** shows the functional organizational plan required for a high volume and productive container terminal, to simplified a potential complex organization structure and can resulting into many head counts. The chart is aimed to clearly describe the layers in the organization, the reporting structures, and the communication and interaction each functional area shall have. It is used in the OCT business model as a template to design the future organization structure.

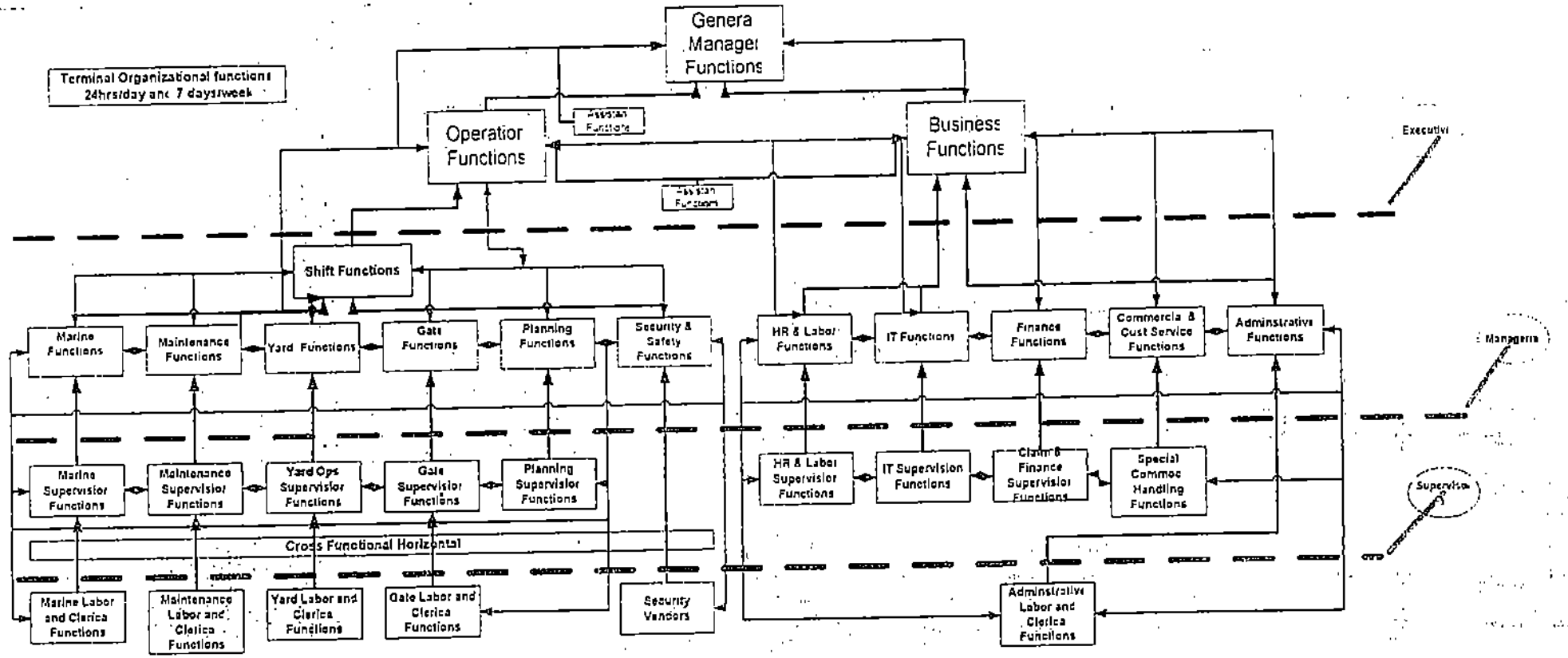
It is recommended to have 4 levels of management. At the top level is the General Manager. The General Manager is responsible for the overall direction and results of the business unit. He will report in to the JV Management structure as well as report activities of the joint venture to Port Authority.

The second level of management reporting to the General Manager is the Terminal Operations Manager, Maintenance Manager, Administration and Human Resources Manager, and Systems Operating Engineer. The Terminal Operations Manager will be responsible for the day to day operations and labor management. The Terminal Operations Manager will also have safety as a collateral duty. The Maintenance Manager will be responsible for all maintenance activities including crane and equipment maintenance. Assisting the Maintenance Manager will be an Assistant Maintenance Manager. The System Operating Engineer will be responsible for maintaining the terminal operating system and also general P.C. maintenance for terminal staff. The Administration and Human Resources Manager will be responsible for the coordination of all billing and payroll, as well as customer service activities and local Human resources issues.

The next level of management consists of a Marine Operations Manager and Yard/Gate/Rail Operations Manager. Both of these positions would report into the Terminal Operations Manager. The Marine Operations manager would have accountability for all vessel-related functions and operations. The Yard/Gate/Rail Operations Manager would be responsible for all operations related to the yard, gate and rail.

The final level of management consists of two Assistant Marine Managers reporting to the Marine Operations Manager, two Assistant Yard/Gate Managers and one Assistant Rail Manager reporting to the Yard/Gate/Rail Operations Manager. The Assistant Marine Managers would be responsible for vessel operations, labor ordering and stowage management. The Assistant Yard/Gate Managers would be responsible for yard/gate operations, labor ordering and planning management. The Assistant Rail manager would be responsible for day to day management of rail activities, coordination with Yard, Gate and Vessel Operations, labor ordering and rail stowage management.

# Organization Plan/ Organization Description




Project Goal

"To create a generic organization structure model that's flexible to adapt according to the terminal functional needs and satisfying the following

- an easily visualized functional and process based organization model
- model alternative organization structures and provide a bench mark to measure and analyse their differences"

Dragados-S.P.L.
Servicios Portuarios y Logísticos

GAMMON



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## APPENDIX 24

## MINIMUM GUARANTEED THROUGHPUT

A. FOR BPS

| Period | MGT IN TEUs |
|---|---|
| 1st year of operation | 1,00,000 |
| 2nd year of operation | 1,50,000, |
| 3rd year of operation | 1,50,000, |
| 4th year of operation | 1,50,000, |
| 5th year of operation | 1,50,000, |

B. FOR OCT

| Period | MGT IN TEUs |
|---|---|
| 1st year of operation | - |
| 2nd year of operation | - |
| 3rd year of operation | 3,20,000 |
| 4th year of operation | 4,00,000 |
| 5th year of operation | 4,80,000 |
| 6th year of operation | 5,60,000 |
| 7th year of operation and onwards | 6,40,000 |

The Throughput at OCT in first two years of Operations at OCT shall be considered in calculating the Minimum Guaranteed Throughput for BPS .

**Applicable MGT**

$$AMGT_P = MGT_p^{original} \times \frac{\{Dp - FM_p - LEOD_p - LBOOp\}}{D_p}$$

| | | |
|---|---|---|
| **$AMGT_p$** | = | Applicable MGT for the applicable period 'p' |
| **$MGT_p$** | = | Adjusted MGT in respect of that part of the Applicable Period – p, to be computed as under :- |
| **$MGT_p^{original}$** | = | MGT for the Applicable Period – p as per the above table; |
| **$FM_p$** | = | No. of days Applicable Period – p for which Licensee's performance was affected due to Force Majeure Event(s) during that part of such Applicable Period. |
| **$LEOD_p$** | = | No. of days of Applicable Period – p for which Licensee's performance was affected due to Event(s) of Default on the part of the Licensor. |
| **$LBOO_p$** | = | Aggregate of the no. of days of Applicable Period – p for which Licensee's performance was affected due to :<br>- failure on the part of the Licensor to comply with its obligations specified in respect of maintenance of Committed Depths at OCT & BPS berths or the Navigation Channel, and<br>- the berth(s) having been made available to the Licensor for undertaking capital and maintenance dredging |
| **$D_p$** | = | Total number of days in Applicable Period – p |

## APPENDIX-25

## EMPLOYING EXISTING STAFF

The Licensee shall take over the employees of the Licensor currently engaged at BPS (hereinafter referred to as the "**Licensor's Employees**") as given in the list attached with employment conditions of each employee being (a) no less favourable than those applicable to them immediately before the take over. Provided, the Licensee shall be obliged to engage such employees only for the period that it operates and maintains the BPS in accordance with the License Agreement. Provided further that the Licensee's obligation in respect of compensation to such employees shall be limited from the date of handover of the BPS to the Licensee to the date of transfer of BPS back to the Licensor. The Licensor shall remove all the contractors, contract staff etc. before the handover of the BPS to the Licensee. The Licensor confirms that the Licensee shall not be liable in any manner to any of the contractors, contractor's staff, employees (other than Licensor's Employees) etc of the Licensor.

Then minimum service condition of Licensor's Employees is annexed to this Appendix 25.

The Licensee shall bear all costs towards pension, gratuity and leave salary in respect of the period during which the Licensor's employees are with 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 Licensor's Employees in tune with throughput and productivity requirements. In case any of the Licensor's 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 & 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 instalment of such advance including interest and remit to the Licensor without any cost to the Licensor.

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 reimbursed by the Licensee.

The Licensor's Employees engaged by the Licensee shall be entitled for allotment of quarters by the Licensor as per their eligibility had they been continued in the Licensor's Service, in which case the recoveries like House Rent Allowance, license fee for quarter, water & 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 transfer of Fifty (50) 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 discontinues operations at BPS or unless the Licensor's Employee wishes to get repatriated .

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 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 Licensor's Employees. It is further clarified that the above procedure shall be followed for making any change in the existing practices.

**List of Existing Employees at BPS proposed for Transfer to Licensee**

**MECHANICAL ENGINEERING DEPARTMENT.**

| SL. NO. | DESIGNATION | PAY SCALE | NO. OF EMPLOYEES |
|---|---|---|---|
| 1 | Jr. Engineer Grade I | 6170-230-6860-245-11975 | 6 |
| 2 | Jr. Engineer Grade II | 5000-150-5450-200-10850 | 28 |
| | TOTAL | | 34 |

## II. TRAFFIC DEPARTMENT.

| SL. NO. | DESIGNATION | PAY SCALE | NO. OF EMPLOYEES |
|---|---|---|---|
| | **ONSHORE** | | |
| 1 | Labour Inspector Gr.II | 5000-150-5450-200-10850 | 1 |
| 2 | Labour Supervisor | 5000-150-5450-200-10850 | 2 |
| 3 | Clerk Grade II | 4300-120-5260-130-8120 | 3 |
| | **ONBOARD** | | |
| 4 | General Purpose Mazdoor | 3700-60-4180-75-5830 | 9 |
| 5 | Foreman | 5000-150-5450-200-10580 | 1 |
| | **TOTAL** | | **16** |

**TOTAL - 50**

**ANNEXE TO APPENDIX 25**

**MINIMUM SERVICE CONDITIONS FOR TRANSFERRED EMPLOYEE TO BE AGREED TO AND MAINTAINED BY THE LICENSEE WHICH INCLUDE THE FOLLOWING :**

1. **Annual Increment :**

   Annual increment is to be given every year on anniversary of date of appointment. Stagnation increment every two years during the period of settlement.

2. **Dearness Allowance (DA) :**

   All Indian Consumer Price Index Number for Industrial Workers General based on 1960 – 100(AICPI) series will be used for grant of compensation to the employee for price rise.

   D.A. instalment would be released 4 times in a year w.e.f. 1st January, 1st April, 1st July and 1st October.

   D.A. would be paid for the increase in AICPI above quarterly index average of 1708 to which pay scales are related.

   The percentage in the quarterly average of the AICPI for the period ending February, May, August & November over the index 1708 would be taken up to one decimal point.

   The rate of compensation to the employee over the basic pay at index average of 1708 will also be in whole numbers with fractions carried forward.

   The percentage neutralization to employee in different pay ranges would be 100%.

3. **House Rent Allowance (HRA) :**

An employee who is not allotted accommodation will be paid H.R.A. at the rate of 30% of actual basic pay, without production of rent receipt. H.R.A. rates applicable to the Government Employees will also be available to the employees.

Every individual employees will have the option to choose earlier of the two. Basic Pay for the purpose of H.R.A. shall not include any type of special pay or personal pay but includes stagnation increments.

4. **Conveyance allowance:**

Transport reimbursement will be paid at the rate of Rs.180/- p.m. to all employees. Transport allowance will be allowed to handicapped employees at double rate.

5. **Medical facility/ Reimbursement:**

Free medical facility including all dependent family members without any limit.

6. **Washing Allowance:**

Washing reimbursement and special washing reimbursement will be paid at the rate of Rs.50/- p.m. and at a higher rate to the hospital and fire brigade staff.

7. **Education Allowance (Per Year) :**

Rs. 960/- (R.T.F.) p.a. ( for two children )

Rs.2,400/- (C.E.A.) p.a. ( for two children )

**Children Education Allowance (CEA) and Reimbursement of Tuition Fees (RTF)** The rates of C.E.A. and Tuition Fees will be at the following rates :

| | | |
|---|---|---|
| (A) Children Education Allowance | : | Primary, Secondary, Higher & Sr. Secondary Class (1 to XII) : Rs.100/- p.m. per child |
| (B) Reimbursement of Tuition fees | | (i) Class I to X Rs.40/- per month per child<br>(ii) Class XI to XII Rs.50/- per month per child<br>(iii) Class I to X in respect of physically and mentally handicapped children Rs.100/- per month per child |
| (C) Science Fees | | Class IX to XII Rs.10/- p.m. (if charged separately) |

**Port City Allowance :**

Port Allowance will be paid to all employees at the rate of Rs.300/- p.m.

9. **Festival Allowance (per year) :**

Festival advance equal to one month's basic pay.

10. **Leave :**

| No | Description | Nature of Leave | Admissible days |
|---|---|---|---|
| 1. | Leave | Casual Leave | 20 days per annum. |
| | | Earned Leave | 30 days per annum. |
| | | Sick Leave | 20 days + 2 O.H. per annum. |
| | | Holidays | 16 days per annum # |
| | | Total : | 78 days per annum. |

| | | | |
|---|---|---|---|
| 2. | Leave Applicability | Casual Leave | i) CL is not cumulative.<br>ii) Cannot be taken more than 10 days at one spell.<br>iii) No encashment of CL.<br>iv) Cannot be combined with any kind of leave. |
| | | P.L./E.L. & SICK LEAVE (HPL) | |
| 3. | Accumulation | P.L. | Upto 300 days ; |
| | | Sick Leave | Unlimited |
| 4. | Encashment | Casual Leave | No encashment |
| | | E.L. | Minimum balance 7 days 50% remaining can be encashed |
| | | Sick Leave | No encashment |
| 5. | Maternity Leave | | 135 days |
| 6. | Paternity Leave | | 15 days |

# 13 days in case of outdoor employees and as declared by State Govt. for indoor staff.

**13. Transport Facility :**

Free or concessional transport by bus and launch as the case may be plus transport reimbursement of Rs.180/- per month.

**14. Working Hours :**

1st Shift : 0700 Hrs to 1530 Hrs. inclusive of ½ hr. break

2nd shift : 1500 Hrs to 2330 Hrs. inclusive of ½ hr. break

3rd shift : 2300 Hrs. to 0730 Hrs. inclusive of ½ hr. break

Reliever : 1:1 for all cranes.

**15. Overtime :**

At double the rate to the employees covered under Factories Act. Overtime to all other at single rate

**16. Night Weightage Allowance :**

10 minutes per hour (2200 hrs to 0600 hrs)

**17. Bonus :**

Productivity Linked Reward at a rate not less than that in MbPT.

**18. Productivity Incentive :**

Revised Productivity Incentive Scheme for eligible employees.

**19. Accident Benefits :**

Workmen Compensation Act 1923 or Insurance Coverage.

**20. Personal Protective Equipment :**

(i) 3 shirts & 3 pants once in a two year along with stitching charges (Rs.115.00 x 3 = Rs.345.00)

(ii) Safety shoes - Biannual

(iii) Rainy wear - Once in three years

(iv) Sweater - Once in three years

**21. Provident Fund :**

8.33% of (Basic + D.A. + P.C.A.)

(to be deducted from the employee and remitted to Licensor)

**22. Pension :**

Revised Pension Scheme plus family pension scheme as per Wage Settlement of 1997.

(to be remitted by the Licensee).

# APPENDIX 26

## TAMP GUIDELINES FOR TARIFF FIXATION

(Pages 12)

Guidelines dated 31.3.2005 in PDF format

(Published in Part - III Section 4 of the Gazette of India, Extraordinary)

# TARIFF AUTHORITY FOR MAJOR PORTS

G. No. : 39 New Delhi, 31 March 2005

## NOTIFICATION

In exercise of the policy directions issued by Government of India in Ministry of Shipping, Road Transport & Highways (MSRTH) under Section 111 of the Major Port Trusts Act, 1963 (38 of 1963), the Tariff Authority for Major Ports hereby notifies the following revised guidelines for tariff fixation:

## Preamble

The Tariff Authority for Major Ports (TAMP) had organized a national level Workshop in February 1998 at Chennai to deliberate upon the concepts, principles, approaches and modalities of Tariff Regulation for major ports as well as private terminals at these ports. As a result of the deliberations in the Workshop, a set of guidelines for tariff regulation was adopted. These guidelines are generally followed by this Authority so far and various other principles have also been evolved through subsequent tariff orders.

2. An exercise for review of the existing guidelines was initiated after the end of about six years. During this period TAMP gained considerable experience and also confronted various issues. All this was considered during the review.

3.1. To begin with, preliminary session was held in Mumbai on 22 April 2003 with selected persons from the port and shipping industry to identify various issues concerning regulation of port tariff which need to be studied for bringing about further improvement in the tariff setting process. A list of persons who attended the preliminary discussion is attached as **Annex - I.**

3.2. Chairman (TAMP) had also subsequently inter-acted with all port Chairmen in this regard in a meeting organized by the Indian Ports Association on 2 July 2003. Based on the varied views and opinions emerged in these meetings, a detailed discussion paper was prepared.

4.1. Besides hosting the paper in the official website of this Authority, the discussion paper was also circulated to all major port trusts, private terminal operators, representative bodies of port users, major port users and other relevant organisations for their comments.

4.2. A list of various organisations consulted is attached as **Annex-II.**

4.3. Subsequently, consultation meetings were organized at Kolkata, Chennai and Mumbai as per the following schedule:-

| Ports | Venue | Date |
|---|---|---|
| Chennai, Tuticorin, Visakhapatnam and Cochin | Chennai | September 16, 2003 |
| Kolkata and Paradip | Kolkata | September 23, 2003 |
| Mumbai, Kandla, Jawaharlal Nehru, Mormugao and New Mangalore. | Mumbai | September 30, 2003 & October 1, 2003 |

4.4. Joint Secretary (Port), Ministry of Shipping, attended the consultation meeting held in Chennai and Secretary (Shipping) participated in the meeting held in Mumbai.

4.5. Written comments on various issues received from different organisations as well as the submissions made at the consultation meetings held were taken on record.

5.1. The Authority had independently commissioned the following studies:

(i). Study on allowable return on investments in major port tariffs by Crisil Advisory Services.

(ii). Cross-subsidisation in port tariffs by Crisil Advisory Services.

(iii). Working Group on Efficiency Linked Tariff Scheme for container terminals under the Chairmanship of Shri S. Machenderanathan, formerly Chairman of Tuticorin Port Trust.

(iv). A Working Group on Cargo handling workers' levy on major ports under the Chairmanship of Shri R.J. M. Pillai, formerly, Director of National Institute of Port Management, Chennai.

5.2. The salient points of the recommendations made in these Study Reports were included in the discussion paper circulated for comments. Besides, the reports on 'Study on allowable Return on investments' and 'cross-subsidisation in port tariff' were circulated separately to the concerned organisations. A meeting to discuss the recommendations on allowable return on investment was held on July 2003. The issues relating to cross-subsidisation was deliberated in an interactive session organised by Indian Port Association on 20 September 2003.

6. Taking into consideration the comments and suggestions received during the consultation process and the recommendations made in the reports of the studies mentioned above, the existing guidelines for tariff regulation were reviewed. The Authority finalised draft set of revised tariff guidelines in its meeting held on 20 January 2004.

7. In order to ensure that the revised draft guidelines would be in consonance with the Government policy, the draft guidelines along with a summary of comments furnished by different organizations were submitted to the Government for its consideration. The draft guidelines were discussed elaborately in the meetings chaired by the Secretary (Shipping) on 2 June 2004, 16 June 2004, 28 June 2004, 1 September 2004, 23 November 2004 and 17 December 2004 which were attended by senior officials from the Ministry of Shipping, Chairmen of different Major Port Trusts, Indian Ports Association and Indian Private Port and Terminals Association besides Chairman and Director (TAMP). Written submissions filed by IPA and IPPTA were also duly considered. Based on the decisions of the Government taken in these meetings, the draft guidelines were revised and firmed up. The Government of India in Ministry of Shipping, Road Transport & Highways (MSRTH) vide their letter No.PR-14019/5/2003-PG dated 14 March 2005 in exercise of power conferred on it by Section 111 of the Major Port Trust Act, 1963 has issued revised guidelines for tariff fixation and directed the Tariff Authority for Major Ports to notify the same.

## GUIDELINES FOR REGULATION OF TARIFF

### *I. GENERAL*

*1. PRELIMINARY*

1.1. These guidelines may be called 'Guidelines for Regulation of Tariff at Major Ports, 2004'.

1.2. These shall come into effect from the date of their publication in the Gazette of India, and unless reviewed earlier or extended by the TAMP, shall remain in force for a period of 5 years.

1.3. These shall apply to all the Major Ports to whom the provisions of MPT Act, 1963, as amended from time to time, are applicable or extended and private terminals operating at these ports (herein after referred to as ports) under BOT / BOOT or any other privatisation arrangement adopted by the Government and other service providers authorised under section 42 of the said act.

1.4.1. These Guidelines will generally apply, inter-alia, in respect of the following:

(i). regulation of tariff levied by the port for services rendered or facilities provided as specified under section 48 of the MPT Act, 1963.

(ii). fixation of charges, under section 49 of the said Act, for the use of properties belonging to, or in possession or occupation of, the port or any place within the limits of the port or the port approaches.

(iii). fixation of fees under Section 49(A) and 49(B), respectively, of the said Act, for pilotage, hauling, mooring, re-mooring, hooking and measuring and other services rendered to the vessels and port dues on vessels entering the port.

(iv). fixation, under Section 50 of the said Act, of consolidated Scale of Rates for combination of services.

(v). the conditionalities governing application of the tariff/charges/fees/dues.

1.4.2. The earlier guidelines adopted in Feb.1998 stand superseded. The principles evolved through various tariff orders will, however, continue to apply to the extent they are consistent with and not specifically superseded by these guidelines. A compendium or digest of principles evolved will be published periodically.

1.5. Unless the context otherwise requires, various terms used herein will have the same definition as in the MPT Act, 1963, and the Indian Ports Act, 1908, as amended from time to time.

1.6. If any difficulty arises in giving effect to these guidelines, the TAMP may, of its own motion or otherwise, after giving a reasonable opportunity to those likely to be affected, make such orders, not inconsistent with these guidelines, as may appear to be necessary for removing the difficulty.

1.7. The TAMP, for reasons to be recorded in writing, may relax application of any of the provisions of these regulations to a port or group of ports, on its own or on an application made before it by the concerned parties.

## 2. ROLE AND OVERALL APPROACH

2.1. TAMP shall rationalize the tariff structures and streamline tariff setting system.

2.2. In prescribing tariff, TAMP will be guided by the following:

(i). Safeguarding the interest of shippers/consignees and other port users.

(ii). Ensuring just and fair return to ports.

(iii). The factors which will encourage competition, economical use of resources, efficiency in performance and optimum investment.

(iv). The established costing methodologies (including cost plus approach) and pricing principles.

(v). The policy directions issued by the Central Government under section 111 of the MPT Act.

(vi). Ensuring transparency and participative approach while discharging its functions.

(vii). Tariff leverage will be used to improve operational efficiency of the ports.

(viii). Overall long term objective will be to move to competitive pricing and to push performance of Indian Ports to internationally competitive levels.

2.3. TAMP will normally apply uniform norms, concepts, principles and approach of tariff setting at all ports.

2.4.1. TAMP will continue with the existing portwise Cost Plus return on capital employed approach. Attempts will be made to evolve normative cost of each component of port operations. In order to encourage cost reduction due to improvement in efficiency / productivity of the same operator, at the time of every periodic review of tariff, the actual cost reduction achieved due to efficiency improvement in the previous cycle will be considered. The benchmark for efficiency will be the average of the past performance of the same operator at the same terminal achieved in the immediately preceding tariff validity cycle. This would, therefore, naturally exclude any comparison of an operator at a terminal with that of the same or different operators at other terminals whether or not in the same port. Only 50% of such cost reduction will be considered in the relevant estimates of expenditure to be relied upon for fixing tariff for the succeeding tariff validity period. It is noted that this approach may result in the quantum of ROCE exceeding the maximum permissible limit set in these guidelines elsewhere and no moderation thereof will be effected.

**Illustration** :

Let us assume expenditure on item 'A' is reduced from the earlier level of Rs 1000/- to Rs 900/- and it was established that this cost reduction was due to efficiency improvement. For estimation of expenditure under item 'A' for the next tariff cycle, the base will be considered as Rs 950/- [ 900+50% of (1000-900)] and not Rs 900/-.

2.4.2. TAMP will examine the reasonableness of the costs and investments to ensure that inefficiencies, uneconomic uses/practices or excesses are not passed on to users.

2.5.1. Traffic projections should be in line with the projections in the five year / annual plan and the current / expected growth. Income projections should be made accordingly taking into account effect of foreign exchange fluctuations on income from dollar denominated tariff items. The expenditure projections should also be in line with traffic adjusted for price fluctuation with

reference to current movement of Wholesale Price Index for All Commodities announced by the Ministry of Finance, Govt. of India.

2.5.2. One time expenses such as, arrears of wages/pension, VRS compensation, contributions to Pension Fund for past liability, etc. will not be allowed as admissible cost while determining the tariff. If it is found that the accumulated surpluses / reserves other than specifically earmarked funds or provisions made cannot adequately cover them or for any other justifiable reasons, a special rate for a limited period may be prescribed to meet such liabilities.

2.6.1. Cost of manpower rendered surplus due to change in cargo mix or technological changes be apportioned against non-traffic revenue sources like (a) estate rentals / premium, (b) accumulated reserves, etc. The balance of surplus manpower cost, if any, will be allowed to be spread over all the traffic revenue in a transparent manner.

2.6.2. Manning scales / Datum for different services / operations will be reckoned at the levels followed by ports based on various settlements. With the technological changes in operations, the major port trusts should take necessary action to conduct time and motion study of different operations and regularly adjust manning scales/datum accordingly after due process of law. In the case of private terminal operators, the relevant provisions in the Concession Agreement and policies of the Government will be applicable.

2.6.3. When cargo-handling equipment, floating craft and other assets are replaced by any port trust, the tariff for such assets will be fixed considering the least cost option between the actuals and the expenses that may be incurred if the equipment/craft/other assets were to be hired and operated. Likewise, the ports have to examine on continuous basis cost based analysis for getting the repairs done in-house vis-à-vis outsourcing on case-to-case basis.

2.7.1. For the purpose of depreciation of assets, straight line method following the life norms adopted as per the Companies Act will be allowed in the case of port trusts. In the case of private terminals, depreciation will be allowed, on straight-line method, with life norms adopted as per the Companies Act or *based on* the life norms prescribed in the concession agreements whichever is higher.

2.7.2. In the case of private terminals, if the assets are replaced during the concession period in accordance with the Agreement, depreciation of the entire capital cost will be allowed over the remaining concession period if (i) assets would have residual life at the end of concession period and (ii) no compensation is payable by the landlord port to licensee when such assets are taken over at the end of the concession period.

2.8.1. 'Royalty/Revenue share' payable to the landlord port by the private operator will not be allowed as an admissible cost for tariff computation as decided by the Govt. in the Ministry of Shipping vide its Order No.PR-14019/6/2002-PG dt. 29th July 2003. In those BOT cases where bidding process was finalised before 29 July 2003, the tariff computation will take into account royalty / revenue sharing as cost for tariff fixation in such a manner as to avoid likely loss to the operator on account of the royalty / revenue share not being taken into account, subject to maximum of the amount quoted by the next lowest bidder. This would, however, be allowed for the period upto which such likely loss will arise. This would not be applicable if there is provision in the concession agreement on treatment of 'Royalty/Revenue share'.

2.8.2. The 'Technical Services Fee' payable by the private terminals to their promoters or to their 'associate entity' (as defined under section 92 (A) of Income Tax Act as amended from time to time) will not be considered as admissible item of cost for tariff purposes if its reasonableness is not established applying the yardstick of 'arms length relationship'.

2.8.3 The revenue share/royalty receivable by the landlord Port Trust should be applied first to meet cost of surplus labour, if any. At least 50% of the balance should be maintained in an Escrow

Account for the purpose of creation and / or modernization of the port infrastructure facilities within a period of 5 years. The accruals in this Escrow Account will not be treated as revenue of the port trust for tariff fixing exercise. The investment made out of this Escrow Account will not, however, qualify for ROCE when the facilities so funded by this Escrow Account are put into use and tariff thereof is fixed. Provided that the entire accrual will be taken as revenue of the port trust for tariff fixation if the funds in the Escrow Account are found to have been not utilized for the stated purpose within the stipulated time.

2.9.1. Return will be allowed on Capital Employed (ROCE), both for Major Port Trusts and Private Terminal Operators, at the same pre-tax rate, fixed in accordance with the Capital Asset Pricing Model (CAPM). Key parameters that determine the Cost of Capital under CAPM are -

(i). the Risk Free Rate (Rf) based on the transaction - weighted yields on Govt. of India Bonds having a residual maturity of 10 years considered over the period July - Dec., 2004, viz, 6.35%.

(ii). the Market Risk Premium (Rm -Rf) based on the a review of the various methods for calculating the risk premium in India's context, presently estimated at 7.15%;

(iii). the Equity Beta (Be) based on the review of the asset Betas of port sector and other domestic sector companies, presently estimated at 0.84;

(iv). the Debt Risk Premium (Rd) based on the risk profile of the port sector as assessed, presently considered at 5.55% as 'investment grade';

(v). the Debt : Equity ratio for the industry, presently factored as 1 :1; and

(vi). the Corporate tax rate applicable as per the Income Tax Act and rules there under.

2.9.2. The rate so fixed, presently 15% per annum, will be reviewed and revised if necessary, at the beginning of the financial year, i.e. in April every year, in the light of changes in the key parameters. If the resultant variance is less than 1%, the existing rate will continue unaltered.

2.9.3. Capital Employed will comprise Net Fixed Assets (Gross Block minus Depreciation minus Works in Progress) plus Working Capital.

2.9.4. Working Capital means Current Assets (excluding of Cash/deposit balances of funds) less Current Liabilities.

2.9.5. Reasonableness of capital base will be assessed. Cost of fully commissioned Business assets that can be directly identified as created for the port business, and in use will only be considered while computing allowable depreciation and return on capital employed.

2.9.6. Reasonableness of fresh investments made/proposed for creation of capacity will be assessed on the basis of (i) reduction in unit operating costs, if any; (ii) additional traffic/business generated / projected, (iii) improvement in operational efficiency (iv) a combination of any or all of these factors. Project / Feasibility report relied upon by Government / Port Trust Boards / Financial Institutions will be referred to, if necessary.

2.9.7. On the cost of Business-related assets/facilities, (like quarters/school/ hospital for port employees) which may not be directly used in the business but which have been created for supporting the business, return will be allowed only at the risk free rate. Variable and fixed operating expenses on such assets will be considered as admissible cost for tariff purposes.

2.9.8. Social obligation assets/facilities not directly or even indirectly related to port operation but created to meet the social obligations / needs of the community at large of the location at which

port is situated, such as stadium, road widening, street lighting and those assets created to discharge other non-port functions like municipal functions will not qualify for any ROCE. If more than 75% of users of any social obligation asset created are port employees, such asset will be categorised as business-related asset. Even variable and fixed operating expenditure thereon will be allowed as cost for tariff purposes only for a limited period so that efforts to make activities self-sustaining are forthcoming.

2.9.9. TAMP will examine the reasonableness of the various items of Working Capital, like, inventory, sundry debtors, cash balances, etc., to ensure that it is not unjustifiably expanded and will, from time to time, set limits up to which such balances will be considered admissible for computing working capital and return thereon. To start with, limit on inventory for capital spares will be one year's average consumption and in case of other items of inventory the limit will be six months' average consumption of stores excluding fuels. This, however, will not be applicable for customized spares. Insurance spares shall be part of the equipment procurement cost. Limit on sundry debtors balances will be two months' Estate income & Railway Terminal charges payable by Indian Railways and the limit on cash balances will be one month's cash expenses.

2.9.10. Return allowed will be linked to the utilisation factor of the capacity of the port/terminal as assessed by them considering the berth length and other facilities / equipments provided. In line with the Government policy of ports maintaining spare capacity to avoid congestion and timely development of additional facilities, maximum permissible Return will be allowed for capacity utilisation of 60% and above. When the capacity utilisation is found to be in the region of 50% to 60%, a decision on pro-rata reduction in the maximum permissible return to be allowed will be decided on case to case basis after analysing the factors leading to capacity under utilisation. The method of determining designed capacity of ports will be standardised.

2.9.11. In the case of private terminal operator, if the investment made is in accordance with the obligations under the concession agreement it will be considered for ROCE even if full capacity utilisation *is not* achieved.

2.10. Differential tariff scheme, if proposed by the port or private operator, will be entertained after analysing the factors leading to congestion or under-utilization of facilities, etc.

2.11.1. Bearing in mind the *quid pro quo* principle, tariff/charges leviable shall be commensurate with the services rendered / facilities provided.

2.11.2. The cross-subsidies or subsidies in the major ports are not subsidies in the economic sense but arise for meeting deficit in the operating costs and return on capital employed of the concerned activities/sub-activities.

2.11.3. A port may propose tariff for any sub-activity/service/facility lower than the permissible cost plus rates. TAMP will not allow increase, in the tariff for any other activity or sub-activity/service/facility showing surplus if such increase is sought to prescribe lower tariff for other any sub-activity/service/facility or otherwise.

2.11.4. Cross-subsidisation in cases where it has to continue – totally or partially – shall be governed by total transparency and shall be restricted with the objective to ultimately phasing it out. *The requirement of cross-subsidisation as a result Govt. policy would be accepted.*

2.11.5. Estate activity, privatisation proceeds and investment income can be contributor to meeting the deficit in the port operations in the short term. Efficiency improvement and cost reduction, including rationalisation of manning scales, need to be addressed in the long term.

2.11.6. Accordingly, the financial position of the port as a whole and for each activity as also sub-activity will be considered while determining the need and extent of revision in tariff necessary

and to ensure that the surplus sub-activity/service/facility is not burdened beyond the existing level while proposing relief /lower tariff for some sub-activity/service/facility.

2.11.7. In the context of the current general trend towards elimination of hidden subsidies, fixation of tariff based on the principle of 'what traffic can bear' shall be eventually phased out – over a fixed time frame as may be specified for each port based on their proposal and main activities will be made self-sustaining.

2.12. When a new facility is commissioned or existing facilities are privatised by any port trust, the initial tariff to be allowed will not exceed the existing tariff level at the same port for comparable facilities. If such comparison is not available, prevailing tariff at comparable nearby port will be considered as the reference level. The initial tariff so adopted will be valid for the first year of operation whereafter revised tariff will be fixed based on the admissible cost and investment of the private operator. If it is established by the private operator that adopting the existing tariff of port trust will cause hardship to him in view of a higher level of investment made, then a separate cost based tariff will be allowed to him right from the commencement of commercial operations.

2.13. The actual physical and financial performance will be reviewed at the end of the prescribed tariff validity period with reference to the projections relied upon at time of fixing the prevailing tariff. If performance variation of more than + or – 20% is observed as compared to the projections, tariff will be adjusted prospectively. While doing so 50 % of the benefit / loss already accrued will be set off while revising the tariff.

2.14. The cost of repairs to damages to port property caused by users during the course of normal port operations, if covered from insurance of the property either with outside agency or internally by the Port, the premium payable to the insurance company or contribution to Insurance Fund will be considered as an item of cost for the purpose of tariff computation. The actual cost of damage repairs of such property to the extent admitted by the Insurance Company will not be considered as an admissible item of cost. Likewise, in the event of replacement of such assets due to total damage, return will be limited to the capital cost incurred less amount recovered from insurance.

2.15. Users will not be required to pay charges for delays beyond a reasonable level attributable to the port.

2.16.1. The rates prescribed in the Scale of Rates are ceiling levels; likewise, rebates and discounts are floor levels. The ports may, if they so desire, charge lower rates and/or allow higher rebates and discounts.

2.16.2. The ports may also, if they so desire, 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 level.

2.16.3. The ports 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 the TAMP.

2.17.1. Whenever a specific tariff for a service / cargo is not available in the notified Scale of Rates, the port can submit a suitable proposal.

2.17.2. Simultaneously with the submission of proposal, the proposed rate can be levied on an ad hoc basis till the rate is finally notified.

2.17.3. 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/Terminal and the concerned user(s).

2.17.4. The final rate fixed by the TAMP 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.

2.18.1. Users shall pay interest on delayed payments and the port shall pay interest on delayed refunds at the same rate.

2.18.2. The rate of interest will be 2 % above the Prime Lending Rate of the State Bank of India.

2.18.3. The delay in payments by user will be counted beyond 10 days after the date of raising the bills. This provision will not apply to the case where payment is to be made before availing of the services / use of port properties as stipulated in the MPT Act, 1963 and / or prescribed as a condition in the tariff.

2.18.4. The delay in refunds by the port will be counted beyond 20 days from the date of completion of services or on production of all documents required form the user, whichever is later.

2.19.1. All dollar denominated tariff will be recovered in Indian Rupees after conversion of charges in dollar terms into its equivalent Indian Rupees at the market buying rate notified by the Reserve Bank of India, State Bank of India or its associates or any other Public Sector banks as may be specified from time to time.

2.19.2. The day of entry of the vessel into port limits shall be reckoned as the day for such conversion. In respect of charges on containers, the day of entry of the vessel in the case of import containers and the day of arrival of containers into the port in the case of export containers shall be reckoned as the day for such conversion.

2.19.3 A regular review of exchange rate shall be made once in 30 days from the date of arrival in the cases of vessels staying in the port for longer period. The basis of billing shall change prospectively with reference to the appropriate exchange rate prevailing at the time of review.

## 3. PROCEDURAL ISSUES

### 3.1. FORMULATION AND SUBMISSION OF PROPOSALS

3.1.1. The proposals for fixation of tariffs, along-with conditionalities governing them, for services rendered or facilities provided as well as the charges for use of properties and assets, shall be formulated, in accordance with these guidelines as amended from time to time, in such formats with such supporting details as may be prescribed by TAMP.

3.1.2 TAMP will prescribe a timetable specifying when each port should submit tariff proposal for review/revision. Till such a timetable is prescribed, proposals for revision of existing tariff shall be forwarded at least 3 months before these are due for revision.Major Port Trusts, including Private Terminal Operators will be duty bound to send proposal for fixation of tariff within the prescribed time frame. In case of failure on their part to do so, TAMP may for good and sufficient reasons to believe that interests of users are to be protected and / or to rationalise tariff arrangements commonly at ports, *suo motu*, initiate proceedings in any tariff mater, review and, if necessary, revise the tariffs. In such proceedings, opportunity of hearing will be given to the concerned ports.

3.1.3 The Major Port Trusts, including Private Terminal Operators at such ports shall initiate tariff proposal and forward the same to TAMP atleast three months before these are due for revision. The Private Operators can submit their tariff proposals directly to TAMP with a copy to the landlord port trust for information.

3.1.4. The Port Trusts may send their proposals with the approval of the Board of Trustees of the Port. The views of the Board of Trustees will be considered provided these are received within two months of submission of the proposals.

3.1.5. TAMP will not entertain representations filed by individual users, unless it involves fixation of tariff / Scale of Rates.

3.1.6. All tariff items of a port should be generally considered together at one time so that the total burden on users is known.

3.1.7. Proposal for fixation of rate for use of a new facility or a new service shall be forwarded to the TAMP at least 3 months prior to the expected date of commissioning of the new facility or service.

3.1.8. Tariff once fixed shall be in force for three years unless a different period is explicitly prescribed in any individual case by TAMP or in the past concession agreement. For good and sufficient reasons, ports may propose revision ahead-of-schedule. After the specified validity period is over, the approval accorded will lapse automatically unless specifically extended by TAMP.

3.2 **PROCESSING OF PROPOSALS**

3.2.1. The tariff proposal for fixation / revision of rates received will be registered as a case and examined by TAMP.

3.2.2. With a view to promote the greatest participation of the greatest number of interested parties, copies of tariff proposals will be forwarded to representative bodies of concerned users and major users of that port for their comments to be received within the stipulated time limit.

3.2.3. TAMP will maintain a list of organisations at each port to be consulted on tariff proposals of that port. It will review and update the list from time to time, in consultation with the port.

3.2.4. Tariff proposal with all supporting details, as filed by ports, will be circulated as part of the consultative process excepting such details/documents which are requested by the port not to be circulated on the grounds of being commercially sensitive/confidential nature. Such request must adequately explain the reasons for classifying the documents/information as commercially sensitive/confidential and also explain how any irreparable damage will be caused to the port if the request is not acceded to. In any case, traffic projections, consolidated cost statement giving broad details of income / expenditure projections along with the assumptions on which these are based and revised proposed tariff will be circulated to users.

3.2.5. As part of the consultative process, if necessary, hearing/s of a case or proposal will be organised, jointly with the port and users of the port, either at the Office of the Authority or at the port.

3.2.6. The normal consultative process shall not be followed in a tariff case which is specifically required to be reviewed is to be initiated to implement the Central Government policy directive issued under section 111 of the MPT Act. This would be limited to such items / part of tariff to which directive applies. The normal consultation process shall be followed in respect of such items / part of tariff in respect of which policy directive does not apply.

3.2.7. TAMP will pass speaking orders which shall be published in the Official Gazette as required under the MPT Act, 1963, as amended from time to time.

3.2.8. Unless otherwise different arrangement is specifically mentioned in the respective tariff orders, revised / modified charges will come into effect after expiry of 30 days from the date of gazette notification. In exceptional cases retrospective effect may be given for reasons to be recorded.

3.3. **REVIEW OF ORDERS**

3.3.1. Application for review of any tariff order will be entertained to the limited extent of errors apparent on the face of records considered in the relevant proceedings, provided such an application is filed within 30 days of the notification in the Official Gazette.

3.3.2. TAMP may, *suo motu*, review its orders, for good and sufficient reasons. In such proceedings normal consultative process will be followed.

**II. TECHNICAL**

**4. CARGO RELATED CHARGES.**

4.1. Cargo-related charges shall continue to be denominated in Indian Rupee terms.

4.2.1. Wharfage rates shall be on per unit of either weight or volume of cargo handled than value thereof.

4.2.2. Ad-valorem wharfage rates shall be phased out, over a maximum period of 5 years, after rates for all cargo items are fixed on the basis of cost of handling and special care required to be taken while handling and storage of the cargo.

4.2.3. Before classifying any cargo under "unspecified" category under the wharfage schedule, the relevant customs classification should be referred to find out whether the cargo could be classified under any of the specific categories mentioned in the wharfage schedule.

4.3. Concessional tariff will be prescribed for coastal cargoes / containers, as per the policy directions of the Government. It is prescribed that the cargo/ container related charges for all coastal cargo/ containers, other than thermal coal and POL including crude oil, iron ore and iron ore pellets should not exceed 60% of the normal cargo/container related charges.

4.4. Major ports / private terminals will be encouraged to adopt sliding scale of rates to motivate greater performance by bulk/captive facility operators with a view to attract additional cargo. Within the overall ceiling rates prescribed, ports can decide such tariff scheme on non-discriminatory and objective basis. Tariff increase elsewhere shall not be allowed to off set reduction in revenue, if any, arising due to such volume discount schemes.

4.5. Demurrage / storage charges free days allowed shall be exclusive of customs notified holidays and port non-working days. The number of free days may, however, be proposed by individual ports.

4.6. If operational area is leased on rental to users, storage charges on containers / demurrage on cargo stored therein shall not be levied again.

4.7.1. Charges for stevedoring activity undertaken, or for supply of on-board labour, by ports will be included in the Scale of Rates of the port.

4.7.2. The rates for stevedoring, wherever undertaken by the port as a separate activity, will be prescribed on per tonne basis. Where only on-board labour is supplied, actual wages plus percentage levy will be prescribed. In either case tariff will be linked to productivity.

4.7.3 In the wages plus percentage levy system piece-rate payments will also be recovered in addition to actual wages plus percentage levy. Ports should revise the datum and rates of piece-rate scheme from time to time in terms of the National Wage Settlements.

## 5. CONTAINER RELATED CHARGES

5.1.1. Generally, a composite box-rate, at the option of the port, will be encouraged for basic container handling services such as Ship-Shore transfer, movement between berth and the yard and lift off/lift on at the yard, with rebate to be allowed when any of these services are not provided. Similar approach will be extended in the case of ICD containers.

5.1.2. Performance of stowage and lashing/unlashing of containers would be treated as essential part of operations in the interest of efficiency/safety. Charges therefor can be levied by ports, if they provide the service.

Subject to segregation of cargo-related charges (which have to be rupee-denominated) from the composite box rate, container-related charges will continue to be dollar-denominated in the case of foreign-going vessels and rupee denominated in the case of coastal vessels.

5.3. Charges for ship-shore handling and storage of loaded and empty containers will continue to be the same and not different. However, higher charges would be allowed for containers having hazardous goods, reefer and for any special services.

5.4. While prescribing charges for different sizes of containers, the following ratio will be maintained:

| Charge | Containers of Length upto 20' | Containers of Length above 20' but upto 40' | Containers of Length above 40' |
|---|---|---|---|
| Handling Charges | X | 1.5 X | 2 X |
| Storage Charges | Y | 2 Y | 3 Y |

5.5.1 The handling charges for transhipment containers shall be concessional. Such charges shall not exceed 1.5 times the handling charges for the normal handling operation in loading or unloading cycle. In the case of transhipment of coastal containers, the concession in handling charges prescribed above shall be calculated with reference to the applicable handling charges (which are subject to the concessions specified in clause 4.3 above) for coastal containers for the normal handling operation in loading or unloading cycle.

**Illustration**
Let X be the handling charges for normal import or export containers and Y be rate for similar operations in respect of coastal containers (where Y is arrived at based on X after giving the concessions specified in clause 4.3 above).

Handling charges for transhipment containers will not exceed 1.5X in case of ex-im containers and 1.5 Y in case of coastal containers.

5.6.1. Wharfage on the containerised cargo should be a fixed lump-sum amount *per TEU* without reference to individual classification in the wharfage schedule.

5.6.2. Demurrage can be charged separately on containerised cargo in addition to ground rent (storage charges) on loaded container, only if additional services to such cargo are required to be provided.

5.7.1. Charges for power supply and monitoring of reefer containers will continue to be dollar denominated and levied on 4–hourly unit to begin with instead of per 8-hourly basis as at present.

5.7.2. Charges for other services to reefer containers shall be levied if the port has rendered the service at the request of users.

5.7.3. Premium to the extent of 25% on handling and storage charges can be levied in case of hazardous containers.

5.8.1. Free dwell-time (storage) allowed shall be exclusive of Customs notified holidays and port non-working days. The number of free days may, however, be proposed by individual port.

5.8.2. Free dwell-time (storage) period for import containers shall commence from the day after the day of landing of the container and for export containers the free period shall commence from the time container enter the terminal.

5.8.3. 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 destuffing. 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 destuffing 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.

5.9. Tariff for container handling will be linked to the benchmark levels of productivity, both for gate-side and vessel-side operations. It may provide incentive to the port for better performance and disincentive for performance below the benchmark levels. The TAMP will also take into account the contingencies / local factors relevant to the port and seasonal variations while fixing bench mark levels.

## 6. VESSEL RELATED CHARGES.

6.1.1. Vessel-related charges for foreign-going vessels will continue to be denominated in dollars and recovered in Indian rupees.

6.1.2. However, in case of coastal vessels the vessel related charges should not exceed 60% of the corresponding charges for other vessels. Further, these charges should be denominated and collected in Indian Rupees only and restatement of coastal rates with reference to prevailing exchange rate at the time of each general revision of Scale of Rates will not be resorted to.

6.2 Status of a vessel as borne out by its certification is the relevant factor to decide whether vessel is 'foreign-going' or 'coastal'. Efforts will be made by the Ministry of Shipping in consultation with Ministry of Finance [Deptt. Of Revenue] to get the Customs Act amended for the purpose.

6.3 Reduced Gross Tonnage as per the International Tonnage Certificate will be reckoned with for levy of port dues in case of oil tankers with segregated ballast tank.

6.4 Pilotage-cum-towage fee will continue to be composite and shall include one inward and one outward movement with required number of tugs/launches of adequate capacity and shifting/s of vessels for 'Port convenience.' Only shifting at the request of vessels will attract separate shifting charges.

6.5.1. Berth hire charges shall be prescribed by grouping berths having comparable services/facilities with rebate for major components of services / facilities not provided.

6.5.2. Composite berth hire charges for general cargo or multi purpose berths will continue to include charges for use of wharf cranes (other than special purpose cranes / handling systems) during the course of import/export operations with a provision for grant of rebate if on any occasion *no* wharf crane could be made available due to breakdown, planned maintenance, or any other reason.

6.5.3. Unit for levy of berth hire charges as well as anchorage fee, mooring fee, roadstead charges, etc. which are linked to the duration of stay of a vessel shall be hourly.

6.6.1. Berth hire shall stop 4 hours after the time of the vessel signalling its readiness to sail. The time limit prescribed for cessation of berth hire shall exclude the ship's waiting time for want of favorable tidal conditions or on account of inclement weather or due to absence of night navigation facilities.

6.6.2. There shall be a penal berth hire equal to berth hire charges of one days berth hire charge for a false signal.

6.6.3. The Master/Agents of the vessel shall signal readiness to sail only in accordance with favourable weather conditions and tidal movements.

6.7. Objective criteria or loading/unloading norms to be achieved shall be specified failing which penal berth hire charges will become payable. The norms will have to take into account cargo type, handling equipment and other facilities at the berth.

6.8. Tariff will be linked to the benchmark levels of productivity. It may provide incentive to the port for better performance and disincentive for performance below the benchmark levels. While fixing such benchmark levels, local factors relevant to the port and seasonal variations will be borne in mind.

6.9. Hire charges of equipment / craft need not be specified individually for the concerned equipment / craft; they should be prescribed for a group of craft/equipment based on different capacity ranges.

6.10. The unit for levying vessel related charges will be Gross Registered Tonnage (GRT) of the concerned vessel. In case of port dues and berth hire, there will be a single slab of GRT. Pilotage and shifting charges will be prescribed in three slabs as mentioned below:

(1). Upto 30,000 GRT
(2). 30,001 to 60,000 GRT
(3). Above 60,000 GRT

A reduction of 20% on the unit rate of the first slab will be effected for the second slab and a reduction of 30% on the unit rate of the first slab will be effected for the third slab on the incremental GRT.

## 7. REGULATION OF CHARGES LEVIED BY OTHER AUTHORISED SERVICE PROVIDERS

7.1. Charges levied by various service providers authorised by the Major Port Trust, under Section 42 (3) of the MPT Act, 1963, to provide port services specified in clauses (a) to (e) of section 48 ibid shall be regulated by TAMP.

7.2. In cases where authorisation arrangement u/s 42(3) is other than by way of a BOT concession agreement, ceiling rates will *be* prescribed for such services to be applied commonly at the concerned ports without reference to individual service provider. For this purpose, proposals for regulating these charges should be initiated by the concerned Major Port Trust after identifying such authorised services coming under the ambit of tariff regulation.

7.3. The Port Trust concerned will ensure, by suitably including necessary condition in the authorisation arrangement that the authorised service providers do not charge more than the prescribed ceiling rates.

## 8. LEASE OF PROPERTY

Guidelines issued by Government in these matters from time to time will be followed by TAMP.

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

**Annex - I**

**LIST OF PARTICIPANTS IN THE PRELIMINARY DISCUSSION MEETING ON REVIEW OF GUIDELINES FOR TARIFF REGULATION HELD ON 22 APRIL 2003.**

1. Shri. S. Sathyam, Former Chairman, TAMP.
2. Shri. R.K. Jain, Joint Secretary (Ports).
3. Shri. S.R. Rao, Chairman, Visakhapatnam Port Trust.
4. Shri. P.K. Mohanty, Chairman, Mormugao Port Trust.
5. Capt. A.N.M. Kishore, Managing Director, Indian Ports Association.
6. Shri. P.C. Parida, FA & CAO, Chennai Port Trust.
7. Capt. Nikhil Naik, Regional Manager, P&O Ports.
8. Shri. Sudhir S. Rangnekar, Director, Shipping Corporation of India.
9. Shri. Arun C. Patankar, Principal Advisor, Confederation of Indian Industry.
10. Shri. Mark S. Fernandes, Partner, Sylvester & Co.
11. Shri. Ian Claxton, Managing Director (India & Nepal), APL (India) Private Limited.
12. Shri. K.P. Desai, Executive Director, Seaworld Shipping & Logistics Pvt. Ltd.
13. Capt. Suresh Amirapu, Senior Vice President, United Liner Agencies of India (P) Ltd.
14. Shri. Ashok R. Thakkar, Executive Director, STP Services Pvt. Ltd.
15. Shri. K.V. Krishna Kumar, Director, M/s. K. Ramabraham & Sons Pvt. Ltd.
16. Shri. R.N. Shetty, Director, Goa Mineral Ore Exporters Association.
17. Shri. S. Sridhar, Secretary, Goa Mineral Ore Exporters Association.
18. Shri. S. Venkiteswaran, Senior Advocate.
19. Shri. Malleswar Rao, Chairman-cum-Managing Director, IMC Limited
20. Shri. Anil Devli, CEO, M/s. Shreyas Shipping
21. Shri. Umesh Vishwekar, Chief Manager, Hindustan Petro Chemicals Ltd.

**Annex - II**

**LIST OF VARIOUS ORGANISATIONS CONSULTED ON REVIEW OF GUIDELINES FOR TARIFF REGULATION**

**I. Major Port Trusts**

1. Chennai Port Trust
2. Tuticorin Port Trust
3. Visakhapatnam Port Trust
4. Cochin Port Trust
5. Kolkata Port Trust
6. Paradip Port Trust
7. Mumbai Port Trust
8. Kandla Port Trust
9. Jawaharlal Nehru Port Trust
10. Mormugao Port Trust
11. New Mangalore Port Trust
12. Ennore Port Limited
13. Indian Ports Association.

**II. Private Terminal Operators**

14. Nhava Sheva International Container Terminal Limited
15. PSA SICAL Terminal Limited
16. Chennai Container Terminal Limited
17. Visakha Container Terminal Private Limited,
18. ABG Heavy Industries Limited
19. Indian Private Port Terminals Association

**III. Chambers of Commerce and Industry**

20. Calcutta Chamber of Commerce & Industry
21. Bengal Chamber of Commerce & Industry
22. Utkal Chamber of Commerce & Industry
23. Visakhapatnam Chamber of commerce & Industry
24. Madras Chamber of commerce & Industry
25. Southern India Chamber of Commerce & Industry
26. Hindustan Chamber of Commerce
27. Tamil Chamber of Commerce
28. Tuticorin Chamber of Commerce & Industry
29. Indian Chamber of Commerce & Industry
30. All India Chamber of Commerce & Industry
31. Cochin Chamber of Commerce & Industry
32. Kanara Chamber of Commerce & Industry
33. Goa Chamber of Commerce & Industry
34. Bombay Chamber of Commerce & Industry
35. Indian Merchant Chamber
36. Maharashtra Chamber of Commerce and Industry
37. Gandhidham Chamber of Commerce & Industry

**IV. <u>All India Associations</u>**

38. Indian National Shipowners Association
39. Federation of Indian Exports Organisation
40. All India Shippers Council
41. Federation of Ship Agents' Association of India
42. Confederation of Indian Industry
43. Associated Chamber of Commerce & Industry
44. Federation of Indian Chamber of Commerce & Industry
45. Association of Multimodal Transport Operators of India
46. Container Shipping Lines Association
47. Federation of Freight Forwarders' Association
48. Federation of Indian Mineral Industries Limited

49. Federation of All India Sailing Vessels Industry Association.
50. All India Liquid Bulk Importers & Exporters Association.
51. Indian Chemical Manufactures Association,
52. Society of Indian Automobile Manufactures Association
53. Agriculture Products Export Development Authority
54. All India Rice Exporters Association
55. Chemicals & Allied Products Export Promotion Council
56. Iron Steel Scrap and Ship Breakers Association of India,
57. PHD Chamber of Commerce and Industry
58. Petroleum Federation of India Limited, New Delhi
59. Engineering Export Promotion Council

V. **Steamship / Steamer Agents Association**

60. Association of Shipping Interest in Calcutta
61. Kalinga Steamship Agents' Association
62. Visakhapatnam Steam Ship Agents' Association
63. Chennai & Ennore Port Steamer Agents' Association
64. Tuticorin Steamer Agents' Association
65. Cochin Steamer Agents' Association
66. Mangalore Steamer Agents' Association
67. Mormugao Ships Agents' association
68. Mumbai and Nhava-Sheva Ship Agents' Association
69. Kandla Port Steamship Agents' Association

VI. **Stevedores Association**

70. Master Stevedores' Association
71. Visakhapatnam Stevedores' Association
72. Chennai Port Stevedores Association
73. Tuticorin Stevedore Association
74. United Stevedores' Association of Cochin (Pvt.) Ltd.,
75. Association of New Mangalore Port Stevedores
76. Mormugao Stevedores Association
77. Bombay Stevedores Association Limited
78. Kandla Stevedores' Association Limited

VII. **Custom House Agents' Association**

79. Visakhapatnam Custom Clearing Agents' Association
80. Visakhapatnam Port Clearing & Forwarding Agents Association
81. Chennai Custom House Agents' Association
82. Tuticorin Custom House Agents' Association

83. Cochin Custom House Agents' Association
84. Mangalore Custom House Agents' Association
85. New Mangalore Port Clearing & Forwarding Agents' Association
86. Bombay Custom House Agents' Association
87. Kandla Custom House Agents' Association
88. Calcutta Custom House Agents' Association
89. Calcutta Clearing Agents' Association
90. Goa Custom House Agents' Association
91. Mormugao Handling Agents' Association

VIII. **Major Port Users ( National Level )**

92. Metals and Minerals Trading Corporation
93. State Trading Corporation
94. Steel Authority of India Limited
95. Indian Oil Corporation
96. Food Corporation of India
97. Shipping Corporation of India
98. Central Warehousing Corporation
99. Bharat Petroleum Corporation Limited
100. Hindustan Petroleum Corporation Limited
101. Container Corporation of India
102. Tamil Nadu Electricity Board
103. National Mineral Development Corp. Ltd

IX. **Other users / local Associations / others**

104. Eastern India Shippers Association
105. Tata Iron & Steel company Limited
106. Hind Lever Chemicals Limited,
107. Haldia Petrochemicals Limited,
108. Steel Authority of India Limited, Visakhapatnam
109. Rashtriya Ispat Nigam Limited,
110. Southern Petro Chemical Industries Corp. Limited
111. Sterlite Industries India Limited
112. Tuticorin Port Handling Agents' Association
113. Tuticorin Thermal Power Station
114. Tuticorin Port Transport and Equipment Owners Association
115. Fertilizers And Chemicals Travancore Limited
116. Cochin Refineries Limited
117. Cochin Port Lease Holders Association
118. Mangalore Refinery & Petrochemicals Limited

119. Kudremukh Iron Ore Company Limited
120. Goa Mineral Ore Exporters Association
121. Jindal Vijayanagar Steel Limited,
122. Western India Shippers' Association
123. J.N.P.T. Liquid Chemicals Berth Users' Association.
124. Indian Barge Owners' Association
125. Larsen & Toubro Limited.
126. Chennai Petroleum Corporation Limited
127. Paradip Phosphate Limited
128. Mahanadi Coal Fields Limited
129. Oswal Chemical & Fertilisers Limited
130. National Aluminium Company Limited
131. Indian Farmers Fertilisers Cooperative Limited
132. Federation of Port Users & Customs House Agents', Kandla
133. Kutch Small Scale Salt Manufacturers Association,
134. Deloitte Touche Tohmatsu India Private Limited
135. TM International Logistics Limited, Kolkata
136. EU-Maritime India,
137. Ministry of Commerce,

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## APPENDIX 27

### LIST OF SPARE PARTS OF EQUIPMENT AT BPS

MAJOR SPARES OF RTG AVAILABLE IN STORES (as on 16.08.2007)

| Sr.No. | Description of item | Qty. |
|---|---|---|
| 1. | Alternator 'V' Belt for 24 V Pt.No.600-732-1220 | 12 |
| 2. | Ball bearing radial single row SKF 6210 ZZ | 03 |
| 3. | Ball bearing SKF 6305 radial single row | 06 |
| 4. | Ball bearing for Governor Control unit | 02 |
| 5. | Ball bearing SKF 6316 Z Driving end for 85 K.W. D.C. Generator | 01 |
| 6. | Ball bearing 6318 for Driving End of 75 K.W. M.H. Motor | 06 |
| 7. | Ball bearing SKF 6312 non driving for 40 KVA D.C. Alternator | 02 |
| 8. | Ball bearing SKF 6310ZZ Driving end for 15 K.W. D.C. Generator. | 01 |
| 9. | Bearing for Con. Rod 10 V/s Pt No.203661K | 36 |
| 10. | Bearing double row self aligning spherical roller No.23124BNTN, SKF for trolley wheel | 03 |
| 11. | Bearing for T.T.SKF 23124 CG/333 | 01 |
| 12. | Ball bearing SKF 6314 for lift gear box and Non-rotatory end of 85KW DC Generator | 01 |
| 13. | Bearing Tapper Roller No.23128 for G.T. device | 02 |
| 14. | Ball bearing SKF 6204 for compressor | 03 |
| 15. | Ball bearing Thrust spherical No.29244 for Pivot G.T. | 01 |

| Sr.No. | Description of item | Qty. |
|---|---|---|
| | device | |
| 16. | Bearing spherical roller No.NTN 23226 of G.T. device | 04 |
| 17. | Bearing spherical Roller No.32311 for G.T. device | 04 |
| 18. | Bearing spherical Roller No.32310 for G.T. device | 02 |
| 19. | Bearing spherical roller No.32313 NTN-Toyo (Japan) Nippon Thomas | 02 |
| 20. | By Pass filter with gasket Pt.No. 3245216 | 01 |
| 21. | Super by pass filter New AR387948800K | 00 |
| 22. | Over Running Clutch Assembly Kamasto Pt.No. KDI-2100-1750 .Suitable for 244 D.C. 11KW Starting Motor Pt.No.600-813-2724 | 01 |
| 23. | Ball Bearing SKF-6310ZZ | 01 |
| 24. | Ball Bearing 303135 J NSK Japan Gantry Gear box | 00 |
| 25. | Ball bearing 6316 for 75 KW DC M.H. Motor | 05 |
| 26. | Ball bearing 6310 | 02 |
| 27. | Thrust Ball bearing | 32 |
| 28. | Seal Service Pt.No.183056 | 06 |
| 29. | Carbon Brush Holder for 15 KW D.C. Generator or TT 11KW DC motor | 15 |
| 30. | Carbon brush holder for 40K VA Alternator | 24 |
| 31. | Brake lining for M.H. Pt. No.122-333707-038-020-264 | 01 |
| 32. | Cover with baffle for Rocker Arm Housing Pt.No.150327 (Komatsu) Pt.No.6710-11-8111 | 03 |
| 33. | Vane pump for spreader Pt.No.VPVD-G-4543-3122-332870 | 01 |
| 34. | Extension cable Barber colman Pt.No.D4-N2-126 for connection between Control Box | 01 |
| 35. | Clamp injector Pt.No.191218 Gate No.6411 04 | 06 |

| Sr.No. | Description of item | Qty. |
|---|---|---|
| 36. | Operating coil for solenide valve hydro norm make type WL-70-4-A-220V-60 Hz. | 03 |
| 37. | Elect. Governor Contactors feed back sensor DYNC-496 Pt.No.DYNC-11001-003024 | 01 |
| 38. | Exhaust Manifold centre Pt.No.020056-K | 01 |
| 39. | Cap screw socket head along steel pitch 15mm long unbarko make | 18 |
| 40. | Steering pump Rexroth for RIG | 01 |
| 41. | BRG Control standard Pt.No.0203660 | 12 |
| 42. | Micro switch heavy duty 600 V AC 10 Amp | -- |
| 43. | Ball bearing SKF-6306ZZ spreader pump motor drive end bearing | 04 |
| 44. | Ball bearing 6203 'DV' NSK SKF | 11 |
| 45. | Thrust plate | 02 |
| 46. | Twist lock tie rod end with female thread Pt.No.NTN-ELGEC SPI-182 | 06 |
| 47. | Cable Drag chain length 2.75 mtrs. having 30 links each side | 05 |
| 48. | S.Starter JBAM-6002N code No.63130129 | 02 |
| 49. | S.Starter JBAM-600-3-2 code No.63130130 | 02 |
| 50. | Operational amplifier IUS-JBAB-A/106/100G Code No.63130200 | 02 |
| 51. | Chain coupling for hydraulic pump KC-4016 Code no.63240038 | 01 |
| 52. | Tie rod End No.63290042 | 04 |
| 53. | Bearing twist lock MS353002 Code no.63290066 | 04 |
| 54. | Bearing twist lock code No.63290078 | 04 |
| 55. | Resistance 3 Kohm 10 W | 01 |
| 56. | Control Relay Type LT-4, 24 V DC No.63050018 | 01 |

| Sr.No. | Description of item | Qty. |
|---|---|---|
| 57. | Tyre tubes size 24 x 29 Nylone ply rating 42 PR model no.4.67 Industrial tubeless `C' type o-o Ring make Yokohama Japan | 02 |
| 58. | Belt fan-122-333046-055 000-264 | 19 |
| 59. | AC Magnetic contactor Type H-35 E/22/4 Code no.63080072 | 01 |
| 60. | DC Magnetic contactor Type HY433E/DZH Code No.63090016 | 01 |
| 61. | DC Magnetic contactor HY.472E-R Code 63090041 | 01 |
| 62. | DC Magnetic Contactor RK 42E No.6309977 | 01 |
| 63. | DC Magnetic Contactor HV-4312 E/DZH Code No.63090168 | 01 |
| 64. | Main Aux. Contact set for DC magnetic contactor HY4312E | 01 |
| 65. | AC Control Relay RAP-6/UCZHN 220V 8 amp code No.63100010 | 03 |
| 66. | Adaptor | 04 |
| 67. | High pressure hydraulic Assembly Length 200mm Hose type SAE 100R main dia. 12.7mm | 01 |
| 68. | High pressure hydraulic Assembly anti sway long 1250 mm Hose type SAE 100RZ dia. 0.5mm | 05 |
| 69. | Hydraulic Hose length 500mm Type SAE-100RZ dia.12.7mm | 06 |
| 70. | Hydraulic Hose length 1000mm type SAE-100RZ dia.3/8"mm | 05 |
| 71. | T.T. wheel No.3123 wheel No.362219 | 02 |
| 72. | Hydraulic Hose length 1500 mm type SAE-200 RZ dia. 0.908mm | 05 |

| Sr.No. | Description of item | Qty. |
|---|---|---|
| 73. | DC Over Voltage Relay JBDM-P008 | 01 |
| 74. | DC Over Voltage Relay 10V JBDM-P008-4 | 02 |
| 75. | MC Relay SAV JBAM-A-0081 JBDM-A008 | 02 |
| 76. | Adjustment unit 3ADJ-2AJJ-JBDM-1004-01 JBAMX 004-063130090 | 02 |
| 77. | Operational Amplifier 30PKUP-11AM-A106-1003B 63130087 | 02 |
| 78. | DC Power supply unit 350 V for 48 VDC JBAMX 50006 | 02 |
| 79. | DC Over Current Relay RLL-11-300 AF-6004 300 | 01 |
| 80. | AC Control Relay RAP-6G/4D2HW 220v DC, 8 Amp., RAP-60-220V AC | 03 |
| 81. | Stud for Gen. Motor No.3121-31772-171 | 04 |
| 82. | Twist lock Tie Rod No.3121-316992-206 | 06 |
| 83. | Twist lock Tie Rod without End fitting small size No.3121-316992-205 | 06 |
| 84. | Element Oil cooler | 05 |
| 85. | T.T. Festoon Cable carrier No.3122-332349 | 04 |
| 86. | ABS Ckt.JBAM-C008-I | 01 |
| 87. | Multiplier JBAM-CO35 | 01 |
| 88. | DC Magnetic Brake coil for M/H 410V DC 4BSS-04-8103-1 Rating 30 kg.m. | 01 |
| 89. | Bush SAI-50B-123-340 293-113 | 01 |
| 90. | Suction Strainer Type SFW-68-150W | 01 |
| 91. | Suction Strainer Type SFW-06-150W for SKW | 01 |
| 92. | Relief VV DBT-2-30/100 | 01 |
| 93. | Rocker Arm suitable for 75 KW DC M/H insulation type CRPW-1700/850 440V | 03 |
| 94. | Rocker Arm for 85 KW DC M/H type L-RPM-800 | 03 |

| Sr.No. | Description of item | Qty. |
|---|---|---|
| | GBDRAN-460 VDC continues | |
| 95. | PVC insulation auto electric cable 50 sq.mm. copper conductor 24 V battery | 50m |
| 96. | High Pressure Hydraulic Hose Assembly (Anti sway) Type SAE-100RZ length 2500mm dia. 0.785" mean cover dia. 1.25" Max. pressure operating 40 bar | 06 |
| 97. | High Pressure Hydraulic Hose spreader/Lock unlock solonid valve ext. pipe for hydraulic pump Type SAE 100RZ length 2500mm. Mean dia. 0.978" (2-3-1mm maximum pressure Rating 70 bar (kg/sq.cm.) | 05 |
| 98. | Lub Oil O Ring part No.323820 400k | 11 |
| 99. | Air cleaner element 16 No.24/4055 283 | 05 |
| 100. | Timer type MY 2V-24 VDC. Time 30 sec. | 02 |
| 101. | Elbow with reducer | 04 |
| 102. | Hose to water pump | 06 |
| 103. | Hose to By pass filter | 03 |
| 104. | M/H wire rope RHOL 22.4 mm 6 x F1(29) ungalvanised | 330m |
| 105. | M/H wire rope LHOL 22.4mm 6 x F1(29) ungalvanised | 275m |

**MAJOR SPARES OF QGC 1 AVAILABLE IN STORES (as on 16.08.2007)**

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 1. | Sheave for Boom Hoist B-1-7.3 | 3 Nos. |
| 2. | Sheave for Trolley Travel B-1-7-2 | 2 Nos. |
| 3. | Guide Roller for Traversing B-1-11.2-2 | 1 No. |
| 4. | Guide Roller B-1-11-1-1 | 1 No. |
| 5. | Wheel for Long Travel B-1-6-2 | 1 No. |
| 6. | Oil Hydraulic Cylinder | 1 No. |

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 7. | 20x27 Pinion Gear B-1-8-3 | 1 No. |
| 8. | 4.98 x 13 Pinion Gear B-1-8.11 | 1 No. |
| 9. | Coupling B-1-4.5 | 1 No. |
| 10. | D180 Rollers for B-3 T 6-1-2 Spreader | 1 No. |
| 11. | GearB-3-5.3 | 1 No. |
| 12. | 8.15 Pinion Gear B-1.8-15 | 1 No. |
| 13. | 8x15 Pinion Gear B-1-8-16 | 1 No. |
| 14. | Coupling B-1-4-6 | 1 No. |
| 15. | Brake Wheel B-1-5.5 | 1 No. |
| 16. | Coupling B-1-4-7 | 1 No. |
| 17. | 5.44 x 15 Pinion Gear B-1-8.4 | 1 No. |
| 18. | 5 x 24 Pinion Gear B-1-8.7 | 1 No. |
| 19. | 4 x 21 Pinion Gear B-1-8.6 | 1 No. |
| 20. | Pinion Gear B-1-8.5 | 1 No. |
| 21. | 4 x 26 Pinion Gear B-1-8.9 | 1 No. |
| 22. | Pinion Gear B-1-8.12 | 1 No. |
| 23. | CR 5016 coupling B-1-4.1 | 1 No. |
| 24. | Brake Wheel B-1-5.2 | 1 No. |
| 25. | Brake Wheel B-1-5-1 | 1 No. |
| 26. | S.S-140 Coupling B-1-4.9 | 1 No. |
| 27. | SE.140 Coupling B-1-4-2 | 1 No. |
| 28. | Roller for corner rollers | 6 Nos. |
| 29. | Pinion Gear 4 x 19 B-1-8.13 | 1 No. |
| 30. | Pinion Gear 4 x 25 B-1-8-14 | 1 No. |
| 31. | Bearing 23228B, B-1-1.2 | 2 Nos. |
| 32. | Bearing 23228 BDL B-1-1.3 | 2 Nos. |
| 33. | Bearing 23126 B-1-1.4 | 2 Nos. |
| 34. | Bearing 32309, B-1-1-5 | 2 Nos. |

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 35. | Bearing 22310 B-1-1-6 | 2 Nos. |
| 36. | Bearing 30314 B-1-1-7 | 2 Nos. |
| 37. | Bearing 23022 B-1-1-8 | 2 Nos. |
| 38. | Bearing SLOG-5020 B-1-1-12 | 2 Nos. |
| 39. | Bearing 22220 B-1-1-26 | 1 No. |
| 40. | Bearing 22214 B-1-12 | 1 No. |
| 41. | Bearing SLOQ-5022 B-1-1-28 | 2 Nos. |
| 42. | Bearing 323170 B-1-1-29 | 1 No. |
| 43. | Bearing 22320 B-1-1-30 | 1 No. |
| 44. | Bearing 23134 B-1-1-31 | 1 No. |
| 45 | Bearing 23128 B-1-1-32 | 1 No. |
| 46. | Bearing 32312U B-1-1-34 | 1 No. |
| 47. | Bearing 30316 B-1-1-35 | 1 No. |
| 48. | Bearing UKFL 209 + 42309 B-1-1-38 | 1 No. |
| 49. | Bearing UKFL 207 + 40307 B-1-39 | 1 No. |
| 50. | Bearing SH UCFL 206 B-1-1-41 | 1 No. |
| 51. | Bearing 6310 B-1-1-42 | 2 Nos. |
| 52. | Bearing 23236 B B-1-1 | 2 Nos. |
| 53 | Bearing 23036 B, B-1-1-45 | 1 No. |
| 54 | Bearing SLO4-5010NR B-1-1-48 | 2 No. |
| 55 | Bearing 430311 DX B-1-1-51 | 1 No. |
| 56 | Bearing 23122 NR B-1-1-56 | 1 No. |
| 57 | Bearing UCP 21001 B-1-1-50 | 2 No. |
| 58 | Bearing UCP 211 B-1-1-11 | 1 No. |
| 59 | Bearing UCP 31401 B-1-1-33 | 1 No. |
| 60 | 7 x 21 Pinion Gear B-1-8-2 | 1 No. |
| 61 | 7 x 28 Pinion Gear B-1-8-1 | 1 No. |
| 62 | Brake coil for trolley travel | 1 No. |

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 63 | Brake coil for L.T (A-2-3-3) | 2 No. |
| 64 | Brake coil for B/H (A-2-3-4) | 1 No. |
| 65 | Brake coil for cable reel (A-2-3-5) | 1 No. |
| 66 | Brake coil for Anti sway (A-2-3-6) | 1 No. |
| 67 | Printed card for SCB control; YPTL-CAOID | 1 No. |
| 68 | Printed card for SCB control; YPSL-CLO1 | 1 No. |
| 69 | Printed card for SCB control; YPTL-CFO1 | 1 No. |
| 70 | Printed card for SCB control; YPSA-X0O1 | 1 No. |
| 71 | Printed card for SCB control; YPVL-CDO | 1 No. |
| 72 | MCCB (MH53B) 30A | 1 No. |
| 73 | Brake liner for T.T. | 3 piece |
| 74 | Brake liner for L.T. | 5 piece |
| 75 | Brake liner for Boom | 4 piece |
| 76 | Brake liner for Rope Tension | 4 piece |
| 77 | Brake liner for cable reel | 4 piece |
| 78 | Brake liner for Anti sway | 2 piece |
| 79 | Bearing for L.T. motor 30318 UMCMIR | 1 No. |
| 80 | Bearing for L.T. motor 6315 | 1 No. |
| 81 | Bearing for MG set 317 NU317UMCMI | 1 No. |
| 82 | Brake for B/H | 1 set |
| 83 | Brake for cable reel | 1 set |
| 84 | Brake for Antisway | 1 set |
| 85 | Thruster for Band broke B/H | 1 set |
| 86 | Bellow for Antisway device | 4 No. |
| 87 | Wire rope 25mm RHOL | 580 m |
| 88 | Wire rope 25mm LHOL | 290m |
| 89 | Wire rope 16mm RHO | 665 m |
| 90 | Wire rope 16mm LHO | 665 m |

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 91 | PCB Type 2A-XRO1 151672 P20013A | 1 No. |
| 92 | PCB 2A x RO1-186G72 P20013A | 1 No. |
| 93 | PCB 2A x RO1-213G85 F26692A | 2 No. |
| 94 | PCB 2A x RO1-214G85 F26692A | 1 No. |
| 95 | PCB YP2L-UC01-SO1-G85F2955C | 1 No. |
| 96 | PCB YP2L-UCO1-SO1-G85F29726 | 1 No. |
| 97 | PCB YP2L-UTO1-SOZ-G85F29718 | 1 No. |
| 98 | PCB YP2L-UCO1-SO8-G85F29718 | 1 No. |
| 99 | PCB YP2L-URO1-SO1-G85F29561 | 1 No. |
| 100 | PCB YP3A-UAO1-G85F29561 | 1 No. |
| 101 | PCB YP3A-UA01-SO9-G85F29---- | 1 No. |
| 102 | PCB YP3N-1001N62P20042113A | 1 No. |
| 103 | PCB YP4A-P501G85F29571-B | 1 No. |
| 104 | PCB YP5N-LC03-N62P20034-113B | 1 No. |
| 105 | Rubber cushion pad for antisway mechanism | 4 No. |
| 106 | Ball bearing 300KW M/H | 1 No. |
| 107 | M/H sheave B-1-7-1 | 2 No. |
| 108 | Brake lining for BDS-4-4058 | 1 No. |
| 109 | Brake coil for M/H | 1 No. |
| 110 | Roller for M/H | 3 No. |
| 111 | Twist lock PIN fixed Spreader | 8 No. |
| 112 | Twist lock Tele/spreader | 3 No. |
| 113 | Twist lock Head Block | 9 No. |
| 114 | Bearing for T.T sheave SLo4 5018 | 4 No. |
| 115 | DC Techometer-Dynamo 5 watt 50 volts | 1 No. |
| 116 | Guide Block for Twist lock | 8 No. |
| 117 | Carbon brush holder 55 KW | 18 No. |
| 118 | Carbon brush holder 65 KW | 20 No. |

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 119 | Carbon brush holder 300 KW | 20 No. |
| 120 | Control switch for HT Panel | 3 No. |
| 121 | PIN for M/H sheave | 1 No. |
| 122 | Bearing No.NTN 25 UZ 854359 KA for cyclo drive | 1 No. |
| 123 | Cycloid disc for above | 1 No. |
| 124 (new) | Cycloid disc output side | 1 No. |
| 125 (new) | Bearing No.5104, 5024, NB, | 4 No. |

## MAJOR SPARES OF QGC 2 AVAILABLE IN STORES (as on 16.08.2007)

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 1. | Elastic ring for coupling with brake disc. KS-630-2 for M/H | 01 |
| 2. | Elastic ring for coupling with brake disc KS-400-2 | 01 |
| 3. | Brake lining for band brake | 01 |
| 4. | Brake lining for boom hoist | 03 |
| 5. | Twist lock (Telescopic spreader) | 00 |
| 6. | Spherical roller bearing 22216 C | 01 |
| 7. | Spherical roller bearing 23940/W33 | 01 |
| 8. | Eldrow thruster type ED 8016 (Bow brake) | 01 |
| 9. | Chassis unit-11-11-642 | 01 |
| 10. | Ball bearing 6230 for M/H sheeve | 04 |
| 11. | Spherical roller bearing 22226 | 01 |
| 12. | Chassis unit size II 128-10-632 | 01 |
| 13. | Measured valve amplifier 0925013 | 01 |
| 14. | Measured valve amplifier 0925026 | 01 |
| 15. | Power Transformer | 01 |

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 16. | Motor circuit brakers 3 VE-1010-2B | 03 |
| 17. | Motor circuit brakers 3 VE-1010-20 | 02 |
| 18. | Motor circuit brakers 3 VE-1010-2D | 02 |
| 19. | Motor circuit brakers 3 VE-1010-2L | 01 |
| 20. | Semadyn-G Direct current transducer GK VA 9900 | 02 |
| 21. | Complete set of fixed contact for 6.6 KV of type 3G 0060-3160 | 1 set |
| 22. | Complete set of fixed coil Type AG 0060-1102 | 1 set |
| 23. | Main moving contact Assly. Switch (h2 50) type-2G0030-0291 | 01 |
| 24. | GFC make 400 vaccuum contactor type VC3 AD 400 for 6.6 KV | 01 |
| 25. | AS/BS bearing type -6213C | 02 |
| 26. | Ball bearing 6220 for sheeve | 08 |
| 27. | Ground fault breaker No.3001590230 | 01 |
| 28. | Timken's tapered roller bearing No.HM133444 Assy | 32 |
| 29. | Trimming warm gear Pt.No.1670849 | 01 |
| 30. | Rotary brake disc (for lift) | 01 |
| 31. | Antisway rope sheeve | 04 |
| 32. | Hyd.directional control Valve unit type WE size 6 | 02 |
| 33. | Boom hoist sheeve | 02 |
| 34. | Malmedie coupling size-10 | 02 |
| 35. | Wire rope M/H 26mm Dia. RHOL | 870 m |
| 36. | Wire rope antisway RHOL 20mm | 215 m |
| 37. | Wire rope trolley RHOL 22 mm | 482 m |
| 38. | Trolley wire rope LHOL 22 mm | 798 m |
| 39. | Wire rope antisway 20 mm | 215 m |
| 40. | Wire rope ungalvanised 26mm LHOL | 450 m |

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 41. | Guide block for twist lock | 11 |
| 42. | Twist-lock- spreader | 11 |
| 43. | Twist lock pin for Head block | 4 |
| 44. | 6.6. KV Induction Motor | 1 No. |
| 45. | D.C. Motor Armature | 2 No. |
| 46. | Brake lining for Main Noist | 1 No. |
| 47. | Friction pad for dill | 1 set |

The aforesaid spares will be handed over to the Licensee on chargeable basis, if requested by the Licensee.

# APPENDIX 28

## LICENSE FEE

| Year from the date of signing of the License Agreement | Land rate If filling of basins are done by the Licensor | Land rate If filling of basins are done by the Licensee | | Water front |
|---|---|---|---|---|
| | | Rate for filled up area | Rate for other area | Rate for Water front |
| | Rs./Sq.m / annum | Rs./Sq.m / annum | Rs./Sq.m / annum | Rs./Sq.m / annum |
| 1 | 256.00 | 180.00 | 256.00 | 134.00 |
| 2 | 256.00 | 180.00 | 256.00 | 134.00 |
| 3 | 256.00 | 180.00 | 256.00 | 134.00 |
| 4 | 256.00 | 180.00 | 256.00 | 134.00 |
| 5 | 281.60 | 198.00 | 281.60 | 147.40 |
| 6 | 281.60 | 198.00 | 281.60 | 147.40 |
| 7 | 281.60 | 198.00 | 281.60 | 147.40 |
| 8 | 281.60 | 198.00 | 281.60 | 147.40 |
| 9 | 281.60 | 198.00 | 281.60 | 147.40 |
| 10 | 309.76 | 217.80 | 309.76 | 162.14 |
| 11 | 309.76 | 217.80 | 309.76 | 162.14 |
| 12 | 309.76 | 217.80 | 309.76 | 162.14 |
| 13 | 309.76 | 217.80 | 309.76 | 162.14 |
| 14 | 309.76 | 217.80 | 309.76 | 162.14 |
| 15 | 340.74 | 239.58 | 340.74 | 178.35 |
| 16 | 340.74 | 239.58 | 340.74 | 178.35 |
| 17 | 340.74 | 239.58 | 340.74 | 178.35 |
| 18 | 340.74 | 239.58 | 340.74 | 178.35 |

| Year from the date of signing of the License Agreement | Land rate If filling of basins are done by the Licensor | Land rate If filling of basins are done by the Licensee | | Water front |
|---|---|---|---|---|
| 19 | 340.74 | 239.58 | 340.74 | 178.35 |
| 20 | 374.81 | 263.54 | 374.814 | 196.19 |
| 21 | 374.81 | 263.54 | 374.81 | 196.19 |
| 22 | 374.81 | 263.54 | 374.81 | 196.19 |
| 23 | 374.81 | 263.54 | 374.81 | 196.19 |
| 24 | 374.81 | 263.54 | 374.81 | 196.19 |
| 25 | 412.29 | 289.90 | 412.30 | 215.80 |
| 26 | 412.30 | 289.90 | 412.30 | 215.80 |
| 27 | 412.30 | 289.90 | 412.30 | 215.80 |
| 28 | 412.30 | 289.90 | 412.30 | 215.80 |
| 29 | 412.30 | 289.90 | 412.30 | 215.80 |
| 30 | 453.53 | 318.89 | 453.53 | 237.38 |

1. .The License Fee shall be charged from the date the Assets are actually handed over.
2. The first revision will be on the fifth year from the date of signing the agreement.
3. The license fee for BPS shall be Rs.600 per sq.m.per annum Which shall be increased by 5% every year

## APPENDIX 29

## SUBSTITUTION AGREEMENT

THE SUBSTITUTION AGREEMENT is made at _____ on the _____ day of _____ 200__.

BETWEEN

1. BOARD OF TRUSTEES OF MUMBAI PORT, a body corporate constituted under the provision of the Major Port Trusts Act, 1963 and having its office at Port House, 3rd Floor, Civil Engineering Department, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai - 400 001, India hereinafter referred to as **MbPT** or **'the Licensor'** (which expression shall, unless repugnant tot he context or meaning thereof, include its successors and permitted assigns);

AND

2. _____, a company registered under the companies Act, 1956, and having its registered office at _____ _____ hereinafter referred to as "the Licensee" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

AND

3. _____ and having its registered office at _____ acting for itself and for and on behalf of the Lenders listed in Schedule 1 hereto (hereinafter referred to as the "Lenders" which expression shall unless

repugnant to the context or meaning thereof include their respective successors and assigns).

Licensor, Licensee and the Lenders are hereinafter collectively referred to as the "Parties" and individually as "Party".

WHEREAS

A) By the License Agreement dated _____ entered into between Licensor and the Licensee, Licensor has granted tot he Licensee and exclusive License (the License) to undertake the project of Development of a Container Terminal at the Port of Mumabi on a BOT basis on the terms and subject to conditions and covenants set forth in the said License Agreement or forming part thereof.

B) With a view to help facilitate obtaining of financing for the said project by the Licensee, so as to enable the Licensee to fulfil its obligations pursuant to and in accordance with the License Agreement, the Parties have agreed subject to the terms and conditions of the License Agreement and the Financing Documents, that the Lenders shall have the right to substitute the Licensee by a Selectee for the residual License Period on the terms, conditions and covenants mentioned hereinbelow.

C) As a condition to making any disbursement pursuant to the Financing Documents, the Lenders have required and it is deemed necessary and expedient to record the terms, conditions and covenants of the above agreement between the parties.

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS :

## Article 1 : Definitions and Interpretations

### 1.1. Definitions

For the purpose of this Agreement, the following terms shall have the meaning hereinafter respectively assigned to them :

**"License"** means the bundle of rights, obligations and covenants of the Licensee under and as set forth in the License Agreement.

**"License Agreement"** means the License Agreement dated _____ entered into between Licensor and the Licensee granting the License to the Licensee in respect of the Project and includes without limitation any amendments thereto made in accordance with the provisions contained in this behalf therein.

**"Even of Default"** means occurrence of any of the following events :

i. A Material Breach by the Licensee of the License Agreement, or the occurrence of a Licensee Even of Default as defined in the License Agreement.

ii. A material default under or breach of any of the Lenders under the Financing Documents of any two instalments, either of principal or interest or both, due and payable by it.

iii. Any event of default under or breach of any of the terms of any of the Financing Documents or Project Contracts concerning the Project which in the sole opinion of the Lenders Agent is material or major and which may seriously affect the ability of the Licensee to meet its payment obligations to the Lenders under the Financing Documents or to fulfill its obligations under the License Agreement.

**"Financial Assistance"** means all funded and non funded financial assistance to be provided by the Lenders by way of, including but not limited to, loans, advances, subscription to non-convertible debentures, notes, bonds, advances, lease finance, overdraft, letters of credit, hire purchase finance, guarantees and other debt instruments, whether secured or unsecured, but excluding such sub-ordinate debts or unsecured debts which are provided by any affiliate of the Licensee, relating to the financing (including refinancing) of whole or any part of the Project Cost as set forth in Schedule II hereto.

**"Financing Documents"** means the documents executed/to be executed by the Licensee or entered/to be entered into by the Licensee with the Lenders and/or the Lenders Agent in respect of the Financial Assistance and include loan agreements, guarantees, notes, debenture, bonds and other security agreements and other documents relating to the Financial Assistance and brief particulars whereof are set forth in Schedule II hereto in relation to each Lender.

**"Lenders Agent"** means _____, established under the provisions of the _____ Act, and having its registered/principal office at _____ and any replacement thereof appointed by all the Lenders, inter alia, on the condition that as security for the Financial Assistance they shall have the right to seek transfer and assignment of the License Agreement including the License in accordance with the provisions of this Agreement.

**"Lenders Certificate"** shall have the meaning ascribed thereto in Clause 2.1.3.

**"Lenders Dues"** means the aggregate of all monies owned by the Licensee to the Lenders under the Financing Documents on account of principal thereunder for funding the Project Cost, and all accrued interest, additional interest, liquidated damages, commitment fees, commission, prepayment premium, costs, charges and other monies including financing charges and fees owed by the Licensee to the Lenders under the Financing Documents for the Project.

**"Notice of Default"** shall have the meaning ascribed thereto in Clause 2.1.2.
**"Proposal"** shall have the meaning ascribed thereto in Clause 3.1.1.

**"Project Cost"** means the total capital cost of the Project upto the COD as approved by the Lenders.

**"Lenders"** means any Persons based in India or abroad providing Financial Assistance under the Financing Document and includes a trustee for the holders of debentures/or other debt instruments issued by the Licensee to finance all or any part of the Project Cost and in whose favour the Licensee has created a Permitted Charge and who is a party to the Substitution Agreement.

**"Selectee"** means a new Licensee proposed by the Lenders pursuant to this Agreement and approved by Licensor for substituting the Licensee for the residual License Period of the original License by amendment of the License agreement or by execution of a fresh License Agreement.

**"Substitution Notice"** means the notice given by the Lenders Agent pursuant to Clause 2.1.4 of this Agreement.

The words and expressions beginning with or in capital letters used in this Agreement not defined in this Agreement, shall have, unless repugnant to the context, the meaning respectively assigned to them in the License Agreement.

**1.2. Interpretation**

In this agreement unless the context otherwise requires :

i) any reference to statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as

such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder.

ii) The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity).

iii) The headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement.

iv) Terms beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein,

v) The words "include" and "including" are to be construed without limitation,

vi) Any reference to a "day" shall mean reference to a calendar day,

vii) Any reference to "month" shall mean reference to a calendar month,

viii) The Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.

ix) Any reference at any time to any Agreement, deed, instrument, license or document of any description shall be constructed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this clause shall not operate so as to increase liabilities or obligations of Licensor hereunder or pursuant hereto in any manner whatsoever,

x) References to Recitals, clauses, sub-clauses, paragraphs, or schedules in this Agreement shall except where the context otherwise requires, be deemed to be references to Recitals, Articles,

clauses, sub-clauses, paragraphs, Annexures, appendices of this Agreement.

xi) Any agreement, consent, approval, authorisation, proposal, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or Lender(s) shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party of the Lender(s), as the case may be in this behalf and not otherwise and

xii) Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both days or dates.

## ARTICLE 2 : SUBSTITUTION OF THE LICENSEE BY A SELECTEE

2.1.1. Licensor hereby irrevocably agrees to substitute the Licensee by a Selectee (selected by the Lenders in accordance with the provisions of this Agreement and approved by Licensor) by amendment of the License Agreement or by execution of a fresh License Agreement in favour of the Selectee for the purpose of securing the payments of the Lenders Dues, provide that nothing contained herein shall entitle the Lenders to operate the License themselves as a Licensee under and in accordance with License Agreement either individually or collectively.

2.1.2. The Lenders Agent shall notify by a notice in writing to the Licensee, with a copy thereof simultaneously to Licensor, about the occurrence of an Event of Default and requiring the Licensee to remedy and cure such default within 30 (Thirty) days from the date of delivery of such notice to the Licensee (the "Notice of Default"). The Notice of Default shall be accompanied by the Lenders Certificate.

2.1.3. A certificate under the hands of an authorised officer of the Lenders Agent (the "Lenders Certificate") annexed to the Notice of Default certifying -

i. the occurrence of any Event of Default and

ii. the Lenders Dues.

shall be conclusive evidence of occurrence of such Event of Default and of such Lenders Dues. Such Lenders Certificate shall be final, conclusive and binding upon the Licensee for the purpose of this Agreement and the Financing Documents.

2.1.4. Licensor and the Licensee here irrevocable agree that the Lenders Agent may within 30 (thirty) days of the date of delivery of the Notice of Default of the Licensee and without prejudice to any other right of remedy available to the Lenders under the Financing Documents, notify Licensor and the Licensee on behalf of all the Lenders about the Lenders decision to invite, negotiate and procure offers, ether through private negotiations or public auction or process of tendering for the residual License Period of the License and the rights and obligations of the Licensee under the License Agreement, by a Selectee, subject to the approval of such Selectee by Licensor (the "Substitution Notice").

2.1.5. Upon assumption by the Selectee of the liability and obligations of the Licensee under the Financing Documents and the License Agreement including obligation to pay any sums then due and payable to Licensor under the License Agreement, Licensor shall grant the License to the Selectee on the same terms and conditions for the residual License Period of the original License, by amendment of License Agreement or, if required by the Lenders Agent by a separate agreement with the Selectee.

2.1.6. The Lenders Agent shall apply in the selection of the following criteria :

i) the Selectee shall be capable of properly discharging the duties, obligations and liabilities of the Licensee under the License Agreement;

ii) the Selectee shall provide security to the satisfaction of Lenders for repayment of the Lenders Dues;

iii) the Selectee shall have the capability and shall unconditionally consent to assume the liability for the payment and discharge of dues of the Licensee to Licensor under and in accordance with the License Agreement and of Lender's Dues upon terms and conditions as agreed to with the Lenders;

iv) the Selectee shall have the networth, experience and technical equity parameters as setforth in the License Agreement or prescribed by Licensor thereunder in respect of the Licensee or as relaxed subsequently by Licensor;

v) the Selectee shall have not been in breach of any agreement between the Selectee and Licensor; and

vi) any other appropriate circumstance, whereby continuity in the performance of the Licensee's obligations under the License Agreement is maintained and the security in favour of Lenders under the Financing Documents is preserved.

2.1.7. At any time prior to the acceptance of the Selectee by Licensor pursuant to this Agreement, the Licensor may require the Lenders Agent to satisfy Licensor as to the eligibility of the Selectee and the decision of the Licensor in this behalf (which shall be reasonable) shall be final, conclusive and binding on the Lenders and the Selectee.

## ARTICLE 3 - MODALITY FOR SUBSTITUTION

3.1.1 The following modalities shall be applicable to any substitution of the Licensee by the Selectee pursuant to this Agreement :

i) The Lenders Agent may invite, negotiate or procure offers either through private negotiations or public auction or process of tender or otherwise for the substitution of the Licensee by the Selectee;

ii) The Lenders Agent shall on behalf of the Lenders propose to Licensor pursuant to sub-clause (iii) below, the name of the Selectee for acceptance and shall apply as necessary to Licensor for :

(a) grant to the Selectee (as substitute for the Licensee) the right to built, construct, complete, maintain and operate the Project under and in accordance with and subject to and on the terms and conditions setforth in the License Agreement;

(b) amendment of the License Agreement so as to grant to the Selectee on the same terms and conditions, the residual License Period under original License Agreement;

(c) the execution of a new Substitution Agreement with the proposed Selectee for the residual License Period of License on the same terms and conditions,

iii) The Lenders Agent on behalf of the Lenders shall be entitled, within a period of 120 (one hundred and twenty) days from the date of delivery to Licensor of the Substitution Notice pursuant to Clause 2.1.4 to select and propose to Licensor for its approval a Selectee (the "Proposal"). The proposal of the Lenders Agent pursuant to this sub-clause (iii) shall contain the particulars and information in respect of the Selectee, the Lenders Dues and other data and information, all as prescribed in Schedule IV hereto. Without prejudice to the foregoing, the Lenders Agent agrees and undertakes

to provide to Licensor such further and other information and such clarifications in respect of any data, particulars or information furnished pursuant hereto by the Lenders Agent as Licensor may reasonably require. Licensor shall convey its approval or otherwise of such Proposal, including of Selectee, in its sole discretion within 60 (sixty) days of (a) the date of receipt of the Proposal by Licensor, or (b) the date when last of further and other information and such clarifications in respect of any data, particulars or information comprised in the Proposal, as have been provided in the Lenders Agent to Licensor, whichever is later. It is expressly agreed that the Proposal shall be accompanied by the an unconditional undertaking of the Selectee that is shall upon approval by Licensor of the Proposal including the Selectee, observe comply, perform and fulfill the terms, conditions and covenants of the License Agreement which according to its terms are required to be observed complied with, performed and fulfilled by Licensee thereunder on the footing as if such Selectee were the Licensee under the License Agreement and shall be liable for and shall assume, discharge and pay the Lenders Dues to the Lenders under and in accordance with the Financing Documents. Upon approval of the Proposal including of the Selectee by Licensor, such Selectee shall become the Selectee hereunder.

iv) Licensor shall, upon its satisfaction of the eligibility of the Selectee and in accordance with the provisions of this Agreement and subject to the provisions of sub-clause (v) below proceed to substitute the Licensee or the Selectee by amendment of the License Agreement or by execution of fresh License Agreement or such other writing as Licensor may reasonably require on the same terms and conditions for the residual License Period of the License in favour of the Selectee.

v) The substitution as aforesaid shall be subject to the Selectee, obtaining requisite Indian Government approvals, clearances and

permission necessary for operating the License under and in accordance with the License Agreement.

vi) The objection, if any of Licensor to the substitution as aforesaid shall be reasoned and be made after hearing the Lenders Agent, provided however, that in the event of a refusal as stated above, the Lenders Agent may propose another Selectee. In the event that no objection is raised with respect to the Selectee by Licensor within the period set forth in subclause (iii) above, the Selectee shall be deemed to have been accepted by Licensor. Licensor shall, subject to the provisions of sub-clause (v) above, grant the License for the residual License Period within 15 (fifteen) days of its acceptance/deemed acceptance of the Selectee.

vii) The substitution as aforesaid, pursuant to the security interest hereby created in favour of the Lenders shall be deemed to be complete only upon the Selectee as Licensee accepting and complying with the terms and conditions stipulated in the License Agreement.

viii) The decision of the Lenders and Licensor in the selection of the Selectee shall be final and binding on the Licensee and shall be deemed to have been made with the concurrence of the Licensee and the Licensee hereby expressly waives all rights to object of or challenge such selection of the Selectee on any ground whatsoever. No third party shall have the right to question the decision of the Lenders/Lenders Agent and Licensor.

ix) All actions of the Lenders Agent hereunder shall be deemed to be on behalf of the Lenders, and be binding upon them. The Lenders Agent is authorised to receive payment of Terminal Compensation, payment to cure default and any other payments, consideration for transfer in accordance with the Substitution Notice and the Financing Documents and give valid discharge on behalf of all Lenders.

3.1.2 The terms and conditions for substitution of the Licensee by the Selectee shall be proposed by the Lenders through the Lenders Agent to the Licensor, on the occurrence of an Event of Default and continuance thereof for six months but atleast 2 months prior to the anticipated date of substitution as aforesaid for the residual License Period.

3.1.3 The Licensee hereby irrevocably agrees and waives any right to challenge the Lender's decision to apply to Licensor for substitution as aforesaid and neither the Licensee nor Licensor shall entitled to prevent the Lenders Agent from proceeding to seek such a substitution of the Licensee by Selectee as hereinbefore provided. The Licensee agrees and confirms that the Licensee shall not have any right to seek re-valuation of the Licensee's assets and the License Agreement including the License, otherwise than as contracted in the Financing Documents while the Licensor permits substitution as hereinbefore provided, pursuant to the Lenders Agent's request. The Parties acknowledge that the rights of the Lenders hereunder are irrevocable and shall not be contested in any proceedings before any court of authority and the Licensee shall have not right or remedy to prevent, obstruct, injuct or restrain Licensor and/or the Lenders from effecting or causing the substitution as aforesaid.

3.1.4 Where no suitable Selectee can be found by the Lenders Agent, or Licensor shall decide to take over the License then Licensor shall advise the Lenders Agent of all steps it proposes to take or cause the Licensee to take under the License Agreement for determination of Terminal Compensation thereof.

3.1.5 If Licensor decides to substitute the Licensee by any other person (Licensor Nominee), it shall take into account the Lender's Dues while considering offers from such persons and shall include a suitable condition as agreed to

by the Lenders Agent on behalf of the Lenders for payment or take over of such dues by such Licensor nominee to the extent agreed by the Lenders Agent while substituting the Licensee by the Licensor nominee. The Licensor nominee shall similarly be bound to execute a supplementary/fresh substitution agreement on the same terms and conditions as provided herein.

3.1.6 Notwithstanding anything contained in Clause 3.1.5 and this Clause, Licensor shall be required to take over, upon Termination of the License Agreement, the liabilities representing the Lender's Dues save and except to the extent of payment of Terminal Compensation due and payable upon such Termination under the License Agreement. In such an event Licensor's obligation shall be limited to assumption of such liabilities and payment of dues, as Licensor has agreed to bear under the License Agreement.

3.1.7 Nothing contained in these present shall mean or be interpreted as provision of any guarantee or surely by Licensor and it is expressly agreed that Licensor has not provided any surety, guarantee or counter guarantee whether directly or indirectly for the recovery of amount of Financial Assistance advanced by Lenders to the Licensee.

## ARTICLE 4 : INTERIM PROTECTION OF SERVICE AND PRESERVATION OF SECURITY.

In the event of the Lenders notifying Licensor and the Licensee of the Event of Default (and the Licensee has not cured the default for a period of 30 days) or in special circumstances affecting the security of the Lenders, the Lenders shall be entitled to institute protective legal proceedings for a receivership (the "Receiver") to maintain, preserve and protect the assets (other than the License Agreement including the License) held as security

by the Lenders provided always that such receiver shall be Licensor if such assets are in the opinion of Licensor necessary and required for the operation and maintenance of the Container Terminal and the Parties hereby consent and agree to the same. The Lenders Agent shall in such an event notify Licensor to assume receivership of the assets held as security and Licensor shall operate and maintain the same pending the substitution of the Licensee by the Selectee. In the even Licensor does not assume receivership and declines the request of the Lenders Agent, the Lenders Agent shall for itself and each of the Lenders, be entitled to seek the appointment of a Court Receiver for the Licensee's assets held a security and Licensor shall operate and maintain the same pending substitution as aforesaid and/or the takeover of the License Agreement including the License and the Container Terminal in accordance with the License Agreement or this Agreement by the Licensor. All the receivables shall be deposited by the Receiver in a bank account of be specified by the Lender's agent and shall be dealt with in accordance with the License Agreement. The Receiver shall be responsible for protecting the assets in receivership and shall render a true and proper account of the receivership to the Lenders in accordance with the terms of its appointment. The Receiver shall make best efforts to operate and maintain the Container Terminal, in accordance with the obligations of the Licensee under the License Agreement. Any person other than Licensor may be appointed as Receiver only with the prior consent of Licensor. In a declaratory suit for appointment of a Receiver, notwithstanding that no recovery or mortgage suit or any suit or proceeding for enforcement of the Lender's security under the Financing Documents is instituted by the Lenders Agent for itself or the Lenders, any action for appointment of Licensor as Receiver or appointment of an Independent Court Receiver shall be without prejudice for the other rights and remedies of Licensor, and of the Lenders under the Financing Documents.

## ARTICLE 5 : TERMINATION OF THE LICENSE BY LICENSOR

5.1.1. If any provision of the License Agreement allows Licensor to Terminate the License Agreement, under certain events, on occurrence of such events, Licensor shall intimate the Lenders prior to exercising of its decision to Terminate the License and advise the Lenders to ensure the cure of the even which otherwise can result in Termination of the License and the License Agreement. Such a notice shall entitle the Lenders to cure any financial or other default of the Licensee within a period of two months from the date of the notice received from the Licensor failing which Licensor without any further notice to either the Licensee or the Lenders Agent/Lenders, shall be entitled to Terminate the License Agreement.

5.1.2. Upon receipt of the Notice as referred to in Clause 5.1.1. intimating occurrence of an event which can entail Termination of the License Agreement including the License, the Lenders shall be entitled to consider such notice a san Event of Default and may initiate steps to invite, negotiate and procure offers for the substitution of the Licensee by a Selectee in accordance with the procedure set forth in this Agreement.

## ARTICLE 6 : LENDERS RIGHT TO RECEIVE TERMINATION PAYMENTS

6.1.1. Licensor and Licensee hereby agree, and confirm that without prejudice to any other right or remedy, Licensor shall pay to the Lenders be entitled to deposit the Terminal Compensation payments into such bank account as may be specified by the Lender's Agents in this regard and the Lenders shall be entitled to receive the same without any further reference to or consent of the Licensee under and in accordance with the Licensee Agreement towards the satisfaction of the Lenders Dues out of and limited to the sum of Terminal Compensation worked out under and in accordance

with the License Agreement. The Lenders shall be entitled to appropriate any consideration received for the substitution as hereinabove provided from the Selectee towards the payment of their and Licensor's respective dues to the exclusion of the Licensee.

6.1.2. The Licensee hereby nominates, constitutes and appoints the Lenders Agent as its constituted attorney for doing all acts, deeds and things as may be required to be done for the substitution of the Licensee by the Selectee pursuant hereto and for receiving consideration for discharge of the Lender's dues pursuant to clause 6.1.1.

6.1.3. The Licensee hereby expressly authorises payment of Terminal Compensation amount by the Licensor under the License Agreement into such bank account as may be specified by the Lenders' Agent in this regard and the Lenders' agent to draw the same therefrom for and on behalf of the account of the Lenders notwithstanding the pendency of any dispute or objection or claim that the Licensee may have against the lenders and /or Licensor. The deposit by the Licensor into the such account and payment to the lenders directly or through the lenders agent in accordance with this Agreement made or caused to be made by the Licensor shall constitute a valid discharge of its obligation of payment of Terminal compensation thereof to the Licensee. All such payments shall stand charged to the lenders under the lenders under the Financing Documents and shall be receivable by the Lenders Agent from the bank account , specified by the Lenders Agent from the bank account, specified by the Lender's Agent under this clause on behalf of the lenders to the exclusion of any receiver or liquidator appointed.

## ARTICLE 7 GENERAL

7.1.1. The Parties hereto expressly represent and warrant that they are duly Empowered to sign and execute this Agreement and the Lenders Agent is duly and fully authorised by each of the ;enders to enter into this Agreement on their behalf.

7.1.2. Notices under this Agreement shall be sent to the Addresses first hereinabove mentioned. Any change in the address of any party shall be duly notified by a Registered post acknowledgement due and delivered to the other parties.

7.1.3. The expression " Licensor" , the "Licensee", the "lender" and the "lenders Agent" herein used shall unless there be any thing repugnant to the subject or context includes their respective successors, legal representatives, administrators and permitted assign.

7.1.4. This Agreement shall not be affected by reorganisation of any Lender, Lenders Agent or Licensor and the successor in interest of such Lender, Lenders Agent or Licensor shall have the benefit of this Agreement.

7.1.5. No amendment, variation or modification to this agreement shall be valid and effectual unless made in writing and executed by the duly authorised representatives of all the parties hereto.

7.1.6. All stamp duties or other imposts and charges as are applicable on this Agreement or on amendment of the License Agreement or execution of fresh License Agreement for the purpose of substitution as aforesaid shall be borne by and be to the account of the licence. In the event of the Lenders making such payment for the time being, it shall be deemed to be a part of the Lenders Dues.

7.1.7. The Parties hereby expressly agree that the purpose of giving full and proper effect to this Agreement. The license Agreement and this Agreement shall be read together and construed harmoniously. The terms of the Agreement shall prevail in the event of any inconsistency with the License Agreement.

7.1.8. The consultation, recommendation of approval of the lenders, Agent under this Agreement shall always be taken as consultation, recommendation or approval of every concerned Lender and each such Lender shall be bound by the same and hereby waives its right it to question or dispute the same.

7.1.9. The Agreement shall be in addition to and shall not be in derogation of the terms of the Financing Documents.

7.1.10. It shall not be necessary for the Lender or the Lenders Agent to enforce or exhaust any other remedy available to them before invoking the provisions of this Agreement.

7.1.11. Any dispute, difference o claim arising out of or in connection with o in elation to this Agreement which is not resolved amicably shall be decided finally by reference to arbitration to a Board of Arbitrators comprising of one nominee of each party to the dispute. Such Arbitrator shall be held in accordance with the each party to the Rules of Arbitration of the Indian Council of Arbitrators and shall be subject to the provisions of the Arbitration and Conciliation Act 1991. The arbitrators shall issue a reasoned award. The venue of such arbitration shall be Mumbai, India. The award shall be final and binding on the Parties. The Parties agree and undertake to carry out the award of the arbitrators (the "Award") without delay.

7.1.12. This agreement and rights and obligations of the parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder. The Courts in Mumbai alone shall have jurisdiction over all matters arising out of o relating to the arbitration agreement contained herein or proceedings arising out of or relating to the arbitration proceedings thereunder.

IN WITNESS WHEREAS THE PARTIES HERETO HAVE SET THE HANDS HEREUNTO ON THE DAY, MONTH AND YEAR HEREINABOVE MENTIONED.

SIGNED, DELIVERED AND OF

_____

_____ LIMITED

**BY :** _____

**NAME :** _____

**DESIGNATION :** _____

**SIGNED AND DELIVERED ON BEHALF OF THE MUMBAI PORT TRUST**

**BY :** _____

**NAME :** _____

**DESIGNATION :** _____

**SIGNED AND DELIVERED ON BEHALF OF LENDERS**

**BY :** _____

**NAME :** _____

**DESIGNATION :** _____

## APPENDIX 30

# Financial Proposal

1/2

PRICE PROPOSAL

Date: 9th. November, 2006

To

The Chief Engineer,

Port House, 3rd Floor,

Shoorji Vallabhdas Marg, Ballard Estate,

Mumbai 400 001.

28/12/06 28/12

Dear Sir,

Sub : Construction of Offshore Container Berths and Development of Container terminal (OCT) on BOT Basis in Mumbai Harbour & Operation and Management of Ballard Pier Station Container Terminal (BPS).

In response to the Invitation for Price Proposal, we the undersigned offer to undertake **The Project** and enter into a **License Agreement** with Mumbai Port Trust, in accordance with the terms and conditions set forth in the **Request for Proposal Documents** and also to make the following Revenue Share to Mumbai Port Trust, **in addition to** the Upfront Fee, License Fee and other payments indicated in Article 11 of **Draft License Agreement**.

| Description of Payment (1) | Percentage (to be quoted by the Bidders) (2) |
|---|---|
| Revenue Share per Month equivalent to the percentage indicated in Column (2), of the gross revenue earned by us from the operations of the Project Facilities and Services comprised in the OCT Project and BPS Project, by levy of Tariff during the month, in case the License for The Project is awarded to us. | 3 5 . 0 6 4 % (The percentage quoted shall remain constant over the License Period). |

We confirm our understanding that Mumbai Port Trust has no obligation to accept the highest or any Bid and we undertake to accept without

objection the conclusions of the evaluation procedure carried out by Mumbai Port Trust.

Dated this 9th. Day of November 2006.

Name of the Bidder **Gammon India Limited**

**(As Lead Member of the Consortium having other members as Dragados S.P.L. and Gammon Infrastructure Projects Limited)**

Stamp of the Bidder_____

Signature of the Authorised person

**(VIJAY AGARWAL)**

Designation of Authorised Person **Authorised Signatory**

Contact Details

Address-
Gammon House, V.S. Marg,
Prabhadevi, Mumbai-25, India
Tel: +91 22 66614194
Fax: +91 22 66614025/ 24300221
E-mail: vja@gammonindia.com

Witness : Signature _____

Name : KSHITIZ BHASKER

Address: Gammon House, V.S. Marg,
Prabhadevi, Mumbai-25, India
Tel: +91 22 66614201
Fax: +91 22 66614025/ 24300221
E-mail: kb@gammonindia.com

## APPENDIX 31

# Letter of Intent

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Tel. No.2261 1458, 66564031(D).
Telelax No.2261 6804

**MUMBAI PORT TRUST**
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शूरजी वल्लभदास मार्ग,
बेलार्ड एस्टेट, मुंबई 400 001.
तार और केबिल : मेपट्रस्ट
दूरध्वनी क्र. 2261 1458,
66564031(निजी).
फॅक्स क्र. 2261 6804

No.CE.CF.226 (CTP)/ 3559

Date : 8 AUG 2007

## LETTER OF INTENT

To:
M/s. Gammon India Ltd.
Gammon House,
Veer Savarkar Marg, Prabhadevi
Mumbai – 400 025
INDIA.

BY FAX
66614025
Confirmed by Registered Letter

Dear Sir,

Sub : Construction of Offshore Container Berths and development of container terminal on Build, Operate and Transfer (BOT) basis in Mumbai Harbour and Operation and management of Ballard Pier Station Container Terminal (BPS)

Ref : Proposal dated 10.11.2006 for the project submitted by your consortium comprising of Gammon India Ltd. and Dragados Servicios Porturaios Y Logisticos S.L. (Dragados) and Gammon Infrastructure Projects Limited pursuant to the above Project for Construction of Offshore Container Berths and development of container terminal on Build, Operate and Transfer (BOT) basis in Mumbai Harbour and Operation and management of Ballard Pier Station Container Terminal (BPS)

.....

As per Clause 1.32 of RFP document, Volume-I, we are pleased to inform you that your above mentioned proposal for "Construction of Offshore Container Berths and development of container terminal on Build, Operate and Transfer (BOT) basis in Mumbai Harbour and Operation and management of Ballard Pier Station Container Terminal (BPS) " has been approved by the competent authority on the terms and conditions specified in the bid documents, subsequent amendments, correspondences thereto and forming part of the proposal



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documents submitted by you. Your consortium has offered a Gross Revenue Share of Thirty five point zero six four percent (35.064%) to the Board of Trustees of the Port of Mumbai. Your consortium has also accepted to pay the Board of Trustees of the Port of Mumbai other charges and payments as described in the bid documents.

2. In terms of Clause No.1.33.1 of RFP, you are requested to furnish Performance Guarantee amounting to Rs.350 millions within 6 (six) weeks from the date of issue of this Letter of Intent (LoI).

3. You are requested to note that as stipulated under Clause 1.34.3, failure to comply with the requirements of Clause 1.33 or 1.34 shall constitute sufficient grounds for the annulment of the Letter of Intent, and forfeiture of the Bid Security and Performance Guarantee.

4. Please note that the License Agreement shall be signed within 7 (seven) weeks from the date of issue of this Letter of Intent.

5. Further please note that Mumbai Port Trust has received Environmental Clearance from Ministry of Environment & Forest vide its letter dated 09.11.2006 for the project. The same is enclosed for your information and compliance as per the terms and conditions.

6. Kindly acknowledge the receipt of this Letter of Intent and confirm acceptance of the same.

Yours faithfully,

Suryavanshi
(U.M. Suryavanshi)
Chief Engineer

DA : As above

Copy received
Parvez Umrigar
M.D.
Gammon Infrastructure
8/8/07

मुंबई पोर्ट ट्रस्ट
MUMBAI PORT TRUST
CE-226
Inward No: 3611
दिनांक
Date 23 AUG 2007

GAMMON

Reference No. PU/DSC/KB/001

August 23, 2007

To,
**The Chief Engineer,**
Mumbai Port Trust,
Port House, 3rd Floor,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai 400 001

Dear Sir,

Subject: Acceptance of Letter of Intent issued by Mumbai Port Trust ("**MbPT**") for the operation and management etc. of the Ballard Pier Station container terminal and development, construction, operation and management of an offshore container terminal ("**OCT**") on Build, Operate and Transfer basis in Mumbai Harbour ("**Project**").

Reference:
1. Letter of Intent bearing no.CE.CF.226 (CTP)/3559 dated 8th August 2007 ("**Letter of Intent**"), issued by MbPT to Gammon India Limited
2. Proposal dated 10th November 2006 ("**Proposal**") for the Project submitted by the consortium led by Gammon India Limited to MbPT.

Firstly, we acknowledge the receipt of Letter of Intent issued by MbPT (referred above) and express our sincere thanks to MbPT for accepting our Proposal. As desired, we hereby convey our acceptance of the Letter of Intent.

Along with the Letter of Intent, we have also been provided with a copy of the environmental clearance for the OCT Project, received by MbPT from the Ministry of Environment and Forest vide their letters dated 15th June 2006 and 9th November 2006.

GAMMON INDIA LIMITED
An ISO 9001 Company
GAMMON HOUSE, VEER SAVARKAR MARG, P.O. BOX NO. 9129, PRABHADEVI, MUMBAI - 400 025. INDIA.
Telephone : 91 - 22 - 6661 4000 • 2430 6761 • Fax : 91 - 22 - 2430 0221 • 2430 0529
E-Mail : gammon@gammonindia.com Website : www.gammonindia.com



Telephone : 91 - 22 - 6661 4000 • 2430 6761 • Fax : 91 - 22 - 2430 0221 • 2430 0529
E-Mail : gammon@gammonindia.com Website : www.gammonindia.com

GAMMON

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As per Clause 7.7 (vi) of Volume III of the Request for Proposal Document ("Draft License Agreement"), during the Construction Phase, MbPT is obliged to obtain all the environmental clearances required for the OCT Project. At the same time, it is our sincere desire to assist MbPT for jointly ensuring that the Project can be executed successfully and in a timely manner. With this intent, we are going through the copy of the environmental clearance provided to us by MbPT and have the following observation on the same *vis-a-vis* the Draft License Agreement.

As per the copy of the environment clearance, the three berths at the OCT shall be of width upto 55 (fifty five) meters. However, as per the Draft License Agreement, the Licensee has to undertake to construct the berths at OCT of width not less than (fifty eight) meters.

We request MbPT to kindly look into the aforesaid matter and provide us with suitable clarifications at the earliest. At the same time, in case, we have any further observations, we will immediately inform you of the same.

We look forward to working jointly with MbPT towards the success of the Project.

Thanking you,

Yours Faithfully,
**For Gammon India Limited (Lead Member)**

Parvez Umrigar
Constituted Attorney

copy to:
**The Chairperson,**
Mumbai Port Trust,
Port House, 3rd Floor,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai 400 001



GAMMON INDIA LIMITED 432
An ISO 9001 Company
GAMMON HOUSE, VEER SAVARKAR MARG, P.O. BOX NO. 9129, PRABHADEVI, MUMBAI - 400 025. INDIA.
Telephone : 91 - 22 - 6661 4000 • 2430 6761 • Fax : 91 - 22 - 2430 0221 • 2430 0529
E-Mail : gammon@gammonindia.com • Website : www.gammonindia.com

4000 • 2430 6761 • Fax : 91 - 22 - 2430 0221 • 2430 0529

## APPENDIX 32

# List of Submissions and Correspondence

# Initialed copy of all amendments issued to the RFP documents

**CHIEF ENGINEER**
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT-IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
**CIVIL ENGINEERING DEPARTMENT**

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : सेप्ट्रस्ट
दूरसंचार क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(दिवा).
फॅक्स क्र. 2261 6804

**No.CE.CF.226(CTP)/ 5497** Date :27.10.2006

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: This Office No.CE.CF.226 (CTP)/ 5320 dated 17.10.2006

---

Sir,

In continuation of this office letter referred above, due to unavoidable circumstances, we are constrained to extend further the date of submission of Request for Proposal ( RFP ) to 10th November 2006.The RFP should be submitted before 15.00 hrs IST on Friday the 10th November 2006. This date may be treated as final and there will be no further postponement.

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

(U.M.Suryavanshi)
Chief Engineer

UB -

**CHIEF ENGINEER**
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
**CIVIL ENGINEERING DEPARTMENT**

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : सेप्ट्रस्ट
दूरसंचार क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(दिवा).
फॅक्स क्र. 2261 6804

**No.CE.CF.226(CTP)/ 5320** Date :17.10.2006

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: This Office No.CE.CF.226 (CTP)/ 5031 dated 6.10.2006

Sir,

In continuation of this office letter referred above, we have to inform you that the last date of submission of Proposal has been further extended to 31.10.2006.The RFP should be submitted before 15.00 hrs IST on 31.10.2006.

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

(U.M.Suryavanshi)
Chief Engineer

**CHIEF ENGINEER**
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX-BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
**CIVIL ENGINEERING DEPARTMENT**

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : चेप्ट्रस्ट
दूरसंचार क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(निजी).
फॅक्स क्र. 2261 6804

No.CE.CF.226(CTP)/ 5031 Date :06.10.2006

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: This Office No.CE.CF.226 (CTP)/ 4402 dated 13.09.2006.

---

Sir,

In continuation of this office letter referred above, we have to inform you that the last date of submission of Proposal has been further extended to 20.10.2006.The RFP should be submitted before 15.00 hrs IST on 20.10.2006.

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

(U.M.Suryavanshi)
Chief Engineer

**CHIEF ENGINEER**
**MUMBAI PORT TRUST**
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
**CIVIL ENGINEERING DEPARTMENT**

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : सेप्ट्रस्ट
दूरसंचार क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(निजी).
फॅक्स क्र. 2261 6804

No.CE.CF.226(CTP)/ 4402

Date :13.09.2006

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: This Office No.CE.CF.226 (CTP)/ 4002 dated 28.08.2006.

---

Sir,

In continuation of this office letter referred above, we have to inform you that the last date of submission of Proposal has been further extended to 9.10.2006.The RFP should be submitted before 15.00 hrs IST on 9.10.2006.

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

(U.M.Suryavanshi)
Chief Engineer

**CHIEF ENGINEER**
**MUMBAI PORT TRUST**
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
**CIVIL ENGINEERING DEPARTMENT**

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शूरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : पोर्टट्रस्ट
दूरसंचार क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(निजी).
फॉक्स क्र. 2261 6804

**No.CE.CF.226 (CTP)/4002**

Date :28.08.2006

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: This Office No.CE.CF.226 (CTP)/3200 dated 28.07.2006.

---

Sir,

In continuation of this office letter referred above, we have to inform you that the last date of submission of Proposal has been further extended to 15.09.2006.The RFP should be submitted before 15.00 hrs IST on 15.09.2006.

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

(U.M.Suryavanshi)
Chief Engineer

**CHIEF ENGINEER**
**MUMBAI PORT TRUST**
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
**CIVIL ENGINEERING DEPARTMENT**

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शूरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : सेप्ट्रस्ट
दूरभाष क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(निजी).
फॉक्स क्र. 2261 6804

No.CE.CF.226 (CTP)/3200

Date :28.07.2006

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: This Office No.CE.CF.226 (CTP)/2715 dated 14.07.2006.

Sir,

In continuation of this office letter referred above, we have to inform you that the last date of submission of Proposal has been further extended to 31.08.2006.The RFP should be submitted before 15.00 hrs IST on 31.08.2006.

Accordingly, the dates specified under clause 1.4 & 1.5 of RFP also stand extended upto 10.08.2006.

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

(U.M.Suryavanshi)
Chief Engineer

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
**CIVIL ENGINEERING DEPARTMENT**

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शूरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : सेप्ट्रस्ट
दूरसंचार क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(निदे).
फेक्स क्र. 2261 6804

No.CE.CF.226 (CTP)/ 2715

Date :14.07.2006

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: This Office No.CE.CF.226 (CTP)/1943 dated 14.06.2006.

---

Sir,

In continuation of this office letter referred above, we have to inform you that the last date of submission of Proposal has been further extended to 31.07.2006. RFP should be submitted before 15.00 hrs. IST on 31.07.2006.

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

(U.M.Suryavanshi)
Chief Engineer

# मुंबई पोर्ट ट्रस्ट
# Mumbai Port Trust
(पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
(Ministry of Shipping, R.T. & Highways, Govt. of India)

उपाध्यक्ष
DEPUTY CHAIRMAN


दिनांक :
DATE : 12th July 2006

No: CE.CF.226(CTP)/ 2651

Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

Sir,

Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.

---

Our sincere thanks for your interest in the project. Considering the container traffic potential of the region and the sustained high economic growth of the nation, I would like to reassure you that the project holds promise despite the unfortunate delay.

2. It is regretted that the date of submission of the bids had to be postponed several times due to procedural delays involved in security clearance. You would appreciate that this involves national security and the Port has no option. We have been continuously following the matter with the Government and are hopeful that a decision in this regard will be received from the competent authority at the earliest.

3. In the meantime, let me update you on the steps taken by us in fulfilling our commitment and assurances on the project:

(a) With follow up, we have since secured Environmental clearance to the project from the Ministry of Environment & Forests on 15.6.2006; thus, project can commence immediately on award.

(b) As regards the works to be done by the Port, namely, capital dredging, providing navigational aids, filling of the Docks for the back-up area, we have firmed-up the estimates which have been sanctioned by the Board of Trustees and are proceeding with obtaining Government's approval thereto.

442


पोर्ट भवन, शूरजी वल्लभदास मार्ग, मुंबई - 400 001.
फोन: 2261 5049 / 5656 4012 फॅक्स: 2261 1373 ई-मेल: dychairman@mbptmail.com / mbpt@vsnl.com होमपेज: http://www.mumbaiporttrust.com
Port House, Shoorji Vallabhdas Marg, Mumbai 400 001.
Tel. : 2261 5049 / 5656 4012 Fax: 2261 1373 e-mail: dychairman@mbptmail.com / mbpt@vsnl.com Homepage: http://www.mumbaiporttrust.com

(c) On the rail connectivity, the Railway Board, Ministry of Railways, has approved the Wadala-Kurla Dedicated Freight Line. Mumbai Port will be funding the entire project to be executed by the Central Railway.

(d) As regards improving road links, Anik-Panjarpole Link Road project has been taken up by Mumbai Metropolitan Regional Development Authority (MMRDA) with Mumbai Port sharing part of the cost thereof. Government of India's approval for sharing the cost by Mumbai Port, has since been received.

(e) Further, acquisition of the salt pan lands for the 700 metre link road from Wadala-Mahul Road joining Anik-Panjarpole Link Road has been pursued through Inter-ministerial meetings and a decision on the release of this land is expected shortly.

(f) Road improvement projects within the Port estates in the first phase have been taken up. Work orders for two works costing Rs.12 crore will be placed soon. Work orders on the other two works costing about Rs.8 crore will be placed in October 2006. The works under second phase costing Rs.20 crore will be taken up next year.

(g) As regards CFSs to support the terminal, tenders will be invited immediately after award of the project and are being kept ready.

4. The above steps would demonstrate the Port's commitment to this project. We hope you would continue to keep your interest and participate with us to make this project a success.

Thanking you,

Yours faithfully,

(A.K. Bal)
DEPUTY CHAIRMAN

**CHIEF ENGINEER**
**MUMBAI PORT TRUST**
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
**CIVIL ENGINEERING DEPARTMENT**

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
बेलार्ड एस्टेट, मुंबई 400 001.
तार और केबिल : सेप्ट्रस्ट
दूरध्वनी क्र.EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(सिधा).
फॉक्स क्र. 2261 6804

**No.CE.CF.226 (CTP)/1943**

Date :14.06.2006

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

**Ref: This Office No.CE.CF.226 (CTP)/932 dated 05.05.2006.**

---

Sir,

In continuation of this office letter referred above, we have to inform you that the last date of submission of Proposal has been further extended to 15.07.2006. RFP should be submitted before 15.00 hrs. IST on 15.07.2006. Accordingly, the dates specified under clause 1.4 & 1.5 of RFP also stand extended upto 23.06.2006.

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

(U.M.Suryavanshi)
Chief Engineer

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
**CIVIL ENGINEERING DEPARTMENT**

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, श्रीजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : सेप्ट्रस्ट
दूरध्वनी क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(निदेश).
फॅक्स क्र. 2261 6804

No.CE.CF.226 (CTP)/932

Date : 05.05.2006

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: This Office No.CE.CF.226 (CTP)/239 dated 10.04.2006.

---

Sir,

In continuation of this office letter referred above, we have to inform you that the last date of submission of Proposal has been further extended to 15.06.2006. RFP should be submitted before 15.00 hrs. IST on 15.06.2006. Accordingly, the dates specified under clause 1.4 & 1.5 of RFP also stand extended upto 25.05.2006.

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

(U.M.Suryavanshi)
Chief Engineer

KB

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
**CIVIL ENGINEERING DEPARTMENT**

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : मेपट्रस्ट
दूरसंचार क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(निजी).
फॅक्स क्र. 2261 6804

No.CE.CF.226 (CTP)/239

Date : 10.04.2006

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: This Office No.CE.CF.226(CTP)/8871 dated 13.03.2006.

---

Sir,

In continuation of this office letter referred above, we have to inform you that due date of submission of proposal has been further extended to 10.05.2006. RFP should be submitted before 15.00 hrs. IST on 10.05.2006.

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

(U.M.Suryavanshi)
Addl.Chief Engineer

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
**CIVIL ENGINEERING DEPARTMENT**

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : सेप्ट्रस्ट
दूरसंचार क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(निजी).
फॉक्स क्र. 2261 6804

No.CE.CF.226 (CTP)/ 8871

Date : 13.03.2006

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: This Office No.CE.CF.226(CTP)/8412 dated 24.02.2006.

---

Sir,

In continuation of this office letter referred above, we have to inform you that due date of submission of proposal has been further extended to 15.04.2006. RFP should be submitted before 15.00 hrs. IST on 15.04.2006.

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

13/3

(N.M.PUROHIT)
CHIEF ENGINEER

PU/ICB

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
**CIVIL ENGINEERING DEPARTMENT**

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, श्रीमती वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और टेलिफोन : पोर्टट्रस्ट
टेलेक्स क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(निजी).
फॉक्स क्र 2261 6804

No. CE.CF.226 (CTP)/ 8412

Date : 24 FEB 2006

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: This Office No.CE.CF.226(CTP)/7949 dated 08.02.2006.

Sir,

In continuation of this office letter referred above, we have to inform you that due date of submission of proposal has been further extended to 16.03.2006 (Thursday). RFP should be submitted before 15.00 hrs. IST on 16.03.2006

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

24/2

(N.M.PUROHIT)
CHIEF ENGINEER

Dy.CHIEF ENGINEER
MUMBAI PORT TRUST
Port House
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 3469, 56564034(D).
Telefax No. 2261 6804

मुंबई पोर्ट ट्रस्ट
**MUMBAI PORT TRUST**
नवापत्य अभियांत्रिकि विभाग
**CIVIL ENGINEERING DEPARTMENT**

उप मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शूरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001
तार और टेलिक्स : सेप्टरस्ट
टेलेक्स क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 3469
56564034(निजी).
फॉक्स क्र. 2261 6804

No. CE/CF.226 (CTP)/

Date : 13-01-2006

Dear Parvez Umrigar,

Sub : **Construction of offshore container berths and Development of container terminal on BOT basis in Mumbai Harbour.**

.....

This has reference to your visit and discussion with me on 07.01.2006. Due to Government of India's directives we had no option but to postpone the date of submission of bids. As you are aware the RFP document did not provide comfort to accept the bid pending Security Clearance. In fact you will appreciate that the Port had intimated all bidders vide letter dated 18.11.2005 intimating that the proposals will be received from the qualified bidders including those bidders for whom Security Clearance from the Government of India is awaited. But one of the bidders raised objection to accept the proposals from bidders in whose favour security clearance is pending.. Thus to avoid any legal impediment we had to withdraw the said letter, dt.18.11.2005

This Port was confident that the decision of Security Clearance to the bidders would be received from Govt. of India before the due date i.e. 09.01.2006. In fact to avoid any inconvenience to other bidders we had sought legal opinion on this matter as to whether the bids can be accepted pending security clearance. After obtaining legal opinion, it was decided that the postponement of receipt of bids would be a better option so as to avoid any delay due to legal impediment. I know the embarrassment you have faced from your consortium member M/s. Dragados-S.P.L. I came to know from my Engineers that the senior

officials of M/s. Dragados-S.P.L. was about to board the flight to India. I personally feel very sorry about the inconvenience caused to you and M/s. Dragados-S.P.L.

I hope you would appreciate the reason for postponement at the last moment. We regret the inconvenience caused to you and your valued Consortium Members of the project. We expect your valued co-operation and active participation in the bid.

(A.J.LOKHANDE)
Dy. Chief Engineer

Shri Parvez Umrigar,
Managing Director,
Gammon Infrastructure Projects Limited,
Gammon House,
Veer Savarkar Marg,
Prabhadevi, Mumbai -400 025.

D:\PKK\Gayatri\CTP.SC.odt

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
बेलार्ड एस्टेट, मुंबई 400 001.
तार और केबिल : पोर्टट्रस्ट
दूरसंचार क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(सिधा).
फॅक्स क्र. 2261 6804

No. CE.CF.226 (CTP)/ 7949

Date :

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

(Kind Attn.: Shri Vijay Agarwal)

Sub: **Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: This Office No.CE.CF.226(CTP)/7198 dated 07.01.2006.

---

Sir,

In continuation of this office letter referred above, we have to inform you that due date of submission of proposal has been further extended to 28.02.2006 (Tuesday). RFP should be submitted before 15.00 hrs. IST on 28.02.2006.

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

(N.M.PUROHIT)
CHIEF ENGINEER

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : पोर्टट्रस्ट
दूरसंचार क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(दिवा).
फॅक्स क्र. 2261 6804

No. CE.CF.226 (CTP)/ 7198

Date : 7 JAN 2006

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: This Office No.CE.CF.226(CTP)/6790 dated 22.12.2005.

---

Sir,

In continuation of this office letter referred above, we have to inform you that due date of submission of proposal has been further extended to 10.02.2006 (Friday). RFP should be submitted before 15.00 hrs. IST on 10.02.2006.

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully

(N.M.PUROHIT)
CHIEF ENGINEER

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता,
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शूरजी वल्लभदास मार्ग,
बेलार्ड एस्टेट, मुंबई 400 001.
तार और टेलेक्स : पोर्टट्रस्ट
टेलेक्स क्र.EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(दिवा).
फॅक्स क्र. 2261 6804

No. CE.CF.226 (CTP)/ 7790

Date : 27 DEC 2005

Fax No.
By Speed Post

To,

ALL QUALIFIED BIDDERS

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: 1) This Office No.CE.CF.226(CTP)/4094 dated 09.09.2005.
2) This Office No.CE.CF.226(CTP)/5396 dated 13.12.2005.

Sir,

In continuation of this office letter referred above, we have to inform you that due date of submission of proposal has been further extended to 09.01.2006 (Monday), in view of Christmas & New year celebrations. RFP should be submitted before 15.00 hrs. IST on 09.01.2006.

We look forward to your continued interest in the project.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

(N.M.PUROHIT)
CHIEF ENGINEER

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

No. CE.CF.226 (CTP)/6537

MUMBAI PORT TRUST
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : सेप्ट्रस्ट
दूरसंचार क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(निजी).
फॉक्स क्र. 2261 6804

Date 13 DEC 2005

Fax No. 56614025

स्पीड–पोस्ट

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 002.

(Kind Att : Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref : This office letter CE.CF.226(CTP)/5997
Dated 24.11.2005.

Sir,

In accordance with clause No.1.20.2 of Request For Proposal (RFP) document Volume I and in continuation of this office letter referred above, we have to inform you that the last date of submission of RFP bids has been extended to 31.12.2005. RFP should be submitted before 15.00 hours IST on 31.12.2005 (Saturday).

Yours faithfully,

13/12

CHIEF ENGINEER

C:\CTP\Letter 23.11.doc
11/23/2005

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House, -
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY I
1181847-DPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

No. CE.CF.226 (CTP)/ 5997

**MUMBAI PORT TRUST**
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : सेप्ट्रस्ट
टेलेक्स क्र. EDX BY I
1181847-DPT IN
दूरध्वनी क्र. 2261 1458,
56564031(डिस्ट).
फॅक्स क्र. 2261-6804

Date : 24 NOV 2005

Fax No. 56614025

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 002.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref : This office even letters
(i) No.4094 dated 09.09.2005
(ii) No.5396 dated 27.10.2005

.....

Sir,

In accordance with clause No.1.10 of Request For Proposal (RFP) Volume-I – Instructions to bidders, I forward herewith further amendment to the RFP document, which is as under :

i) **Request For Proposal Volume-I – Instructions to Bidders**

(a) Clause No.1.3(e) (v) – The clause have been modified as under :

The consortium's commitment to invest directly or <u>through their subsidiaries/associates</u> and hold the required shares in equity share capital of Project Company (addition is underlined).

(b) Revised 'Format For Price Proposal' is enclosed.

ii) **Request For Proposal Volume III – Draft Licence Agreement (DLA)**

(a) Definition of Subsidiary / Associates is included in Article 1 of DLA, which is as under :

'**Subsidiaries / Associates**' means a company or partnership firm wholly owned by a consortium member.

(b) Article 8.2 of Draft Licence Agreement is amended as under :

"The members of the Consortium / Company directly or through their subsidiaries / associates would be required to hold at least 51% of the paid-up equity share capital of the company implementing the project until the expiry of 3 years from the date of commencement of commercial operations for OCT project. Any change in the share holding composition during the Licence Period will require the approval of Licensor, the decision for which will not be unreasonably withheld". ( addition is underlined)

(c) Appendix 28 showing the rates for license fee for entire license period in respect of Offshore Container Terminal project is enclosed.

2. In order to afford bidders reasonable time to take an addendum in to account, the last date for submission of RFP document has now been extended to 15.12.2005 (up to 1500 hours) from 28.11.2005.

3. The bidders may kindly note and acknowledge the receipt of this letter.

Yours faithfully,

DA : As above.

CHIEF ENGINEER

C:\CTP\Letter 23 11 doc
11/23/2005

REVISED FORMAT FOR PRICE PROPOSAL

Date:

To

**The Chief Engineer,**

Port House, 3rd Floor,

Shoorji Vallabhdas Marg, Ballard Estate,

Mumbai 400 001.

Dear Sir,

Sub : Construction of Offshore Container Berths and Development of Container terminal (OCT) on BOT Basis in Mumbai Harbour & Operation and Management of Ballard Pier Station Container Terminal (BPS).

In response to the Invitation for Price Proposal, we the undersigned offer to undertake **The Project** and enter into a **License Agreement** with Mumbai Port Trust, in accordance with the terms and conditions set forth in the **Request for Proposal Documents** and also to make the following Revenue Share to Mumbai Port Trust, in **addition to** the Upfront Fee, License Fee and other payments indicated in Article 11 of **Draft License Agreement**.

| Description of Payment (1) | Percentage (to be quoted by the Bidders) (2) |
|---|---|
| Revenue Share per Month equivalent to the percentage *(The quoted percentage figure must include three places of decimals)* indicated in Column (2), of the gross revenue earned by us from the operations of the Project Facilities and Services comprised in The OCT Project and BPS Project, by levy of Tariff during the month, in case the License for The Project is awarded to us. | [ ][ ][ ].[ ][ ][ ] % (The percentage quoted shall remain constant over the License Period). |

We confirm our understanding that Mumbai Port Trust has no obligation to accept the highest or any Bid and we undertake to accept without objection the conclusions of the evaluation procedure carried out by Mumbai Port Trust.

Dated this _____ Day of _____2005.

Name of the Bidder _____

Stamp of the Bidder_____

Signature of the Authorised person _____

Designation of Authorised Person _____

Contact Details _____

Witness : Signature _____

Name : _____

Address: _____

_____

_____

Contact Details: _____

# APPENDIX - 28

## LICENSE FEE RATES FOR OCT PROJECT

| Year from the date of signing of Agreement | Land Rate if filling of basins are done by the Licensor | Land Rate if filling of basins are done by the Licensee | | Water Front |
|---|---|---|---|---|
| | Rate - Rupees per annum | Rate for filled up area | Rate for other area | Rate for Water Front |
| | Rs./Sq.m./ annum | Rs./Sq.m./ annum | Rs./Sq.m./ annum | Rs./Sq.m./ annum |
| 1 | 256.00 | 180.00 | 256.00 | 134.00 |
| 2 | 256.00 | 180.00 | 256.00 | 134.00 |
| 3 | 256.00 | 180.00 | 256.00 | 134.00 |
| 4 | 256.00 | 180.00 | 256.00 | 134.00 |
| 5 | 281.60 | 198.00 | 281.60 | 147.40 |
| 6 | 281.60 | 198.00 | 281.60 | 147.40 |
| 7 | 281.60 | 198.00 | 281.60 | 147.40 |
| 8 | 281.60 | 198.00 | 281.60 | 147.40 |
| 9 | 281.60 | 198.00 | 281.60 | 147.40 |
| 10 | 309.76 | 217.80 | 309.76 | 162.14 |
| 11 | 309.76 | 217.80 | 309.76 | 162.14 |
| 12 | 309.76 | 217.80 | 309.76 | 162.14 |
| 13 | 309.76 | 217.80 | 309.76 | 162.14 |
| 14 | 309.76 | 217.80 | 309.76 | 162.14 |
| 15 | 340.74 | 239.58 | 340.74 | 178.35 |
| 16 | 340.74 | 239.58 | 340.74 | 178.35 |
| 17 | 340.74 | 239.58 | 340.74 | 178.35 |
| 18 | 340.74 | 239.58 | 340.74 | 178.35 |
| 19 | 340.74 | 239.58 | 340.74 | 178.35 |
| 20 | 374.81 | 263.54 | 374.81 | 196.19 |
| 21 | 374.81 | 263.54 | 374.81 | 196.19 |
| 22 | 374.81 | 263.54 | 374.81 | 196.19 |
| 23 | 374.81 | 263.54 | 374.81 | 196.19 |
| 24 | 374.81 | 263.54 | 374.81 | 196.19 |
| 25 | 412.30 | 289.90 | 412.29 | 215.80 |
| 26 | 412.30 | 289.90 | 412.29 | 215.80 |
| 27 | 412.30 | 289.90 | 412.29 | 215.80 |
| 28 | 412.30 | 289.90 | 412.29 | 215.80 |
| 29 | 412.30 | 289.90 | 412.29 | 215.80 |
| 30 | 453.53 | 318.89 | 453.53 | 237.38 |

**Note :** 1) The License Fee shall be charged from the date the assets are actually handed over.

2) The License Fee for BPS shall be Rs.600 per sq.m. per annum. Which shall be increased by 5% every year.

REVISED FORMAT FOR PRICE PROPOSAL

Date:

To

**The Chief Engineer,**

Port House, 3rd Floor,

Shoorji Vallabhdas Marg, Ballard Estate,

Mumbai 400 001.

Dear Sir,

Sub : Construction of Offshore Container Berths and Development of Container terminal (OCT) on BOT Basis in Mumbai Harbour & Operation and Management of Ballard Pier Station Container Terminal (BPS).

In response to the Invitation for Price Proposal, we the undersigned offer to undertake The **Project** and enter into a **License Agreement** with Mumbai Port Trust, in accordance with the terms and conditions set forth in the **Request for Proposal Documents** and also to make the following Revenue Share to Mumbai Port Trust, in addition to the Upfront Fee, License Fee and other payments indicated in Article 11 of Draft **License Agreement**.

| Description of Payment (1) | Percentage (to be quoted by the Bidders) (2) |
|---|---|
| Revenue Share per Month equivalent to the percentage *(The quoted percentage figure must include three places of decimals)* indicated in Column (2), of the gross revenue earned by us from the operations of the Project Facilities and Services comprised in The OCT Project and BPS Project, by levy of Tariff during the month, in case the License for The Project is awarded to us. | _____ % _____ (The percentage quoted shall remain constant over the License Period). |

We confirm our understanding that Mumbai Port Trust has no obligation to accept the highest or any Bid and we undertake to accept without objection the conclusions of the evaluation procedure carried out by Mumbai Port Trust.

Dated this _____ Day of _____2005.

Name of the Bidder _____

Stamp of the Bidder_____

Signature of the Authorised person _____

Designation of Authorised Person _____

Contact Details _____

Witness : Signature _____

Name : _____

Address: _____

_____

_____

Contact Details: _____

REVISED FORMAT FOR PRICE PROPOSAL

Date:

To

The Chief Engineer,

Port House, 3rd Floor,

Shoorji Vallabhdas Marg, Ballard Estate,

Mumbai 400 001.

Dear Sir,

Sub : Construction of Offshore Container Berths and Development of Container terminal (OCT) on BOT Basis in Mumbai Harbour & Operation and Management of Ballard Pier Station Container Terminal (BPS).

In response to the Invitation for Price Proposal, we the undersigned offer to undertake **The Project** and enter into a **License Agreement** with Mumbai Port Trust, in accordance with the terms and conditions set forth in the Request for **Proposal Documents** and also to make the following Revenue Share to Mumbai Port Trust, **in addition to** the Upfront Fee, License Fee and other payments indicated in Article 11 of **Draft License Agreement**.

| Description of Payment (1) | Percentage (to be quoted by the Bidders). (2) |
|---|---|
| Revenue Share per Month equivalent to the percentage *(The quoted percentage figure must include three places of decimals)* indicated in Column (2), of the gross revenue earned by us from the operations of the Project Facilities and Services comprised in The OCT Project and BPS Project, by levy of Tariff during the month, in case the License for The Project is awarded to us. | _____ % _____ (The percentage quoted shall remain constant over the License Period). |

We confirm our understanding that Mumbai Port Trust has no obligation to accept the highest or any Bid and we undertake to accept without objection the conclusions of the evaluation procedure carried out by Mumbai Port Trust.

Dated this _____ Day of _____2005.

Name of the Bidder _____

Stamp of the Bidder_____

Signature of the Authorised person _____

Designation of Authorised Person _____

Contact Details _____

Witness : Signature _____

Name : _____

Address: _____

_____

_____

Contact Details: _____

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**No. CE.CF.226 (CTP)/5927**

# MUMBAI PORT TRUST
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शूरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : पोर्टट्रस्ट
दूरसंचार क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(सिधा).
फॅक्स क्र. 2261 6804

Date :21.11.2005

Fax No. 56614025

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 002.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: This office letter CE.CF.226 ( CTP)/5871 dated 18.11.2005.

Sir,

**This is to inform you that the letter under reference above stands withdrawn. Inconvenience is reqretted.**

Yours faithfully,

Chief Engineer

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

**MUMBAI PORT TRUST**
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट हाऊस, शुरजी वल्लभदास मार्ग,
बेलार्ड एस्टेट, मुंबई 400 001.
तार और टेलिस : सेप्ट्रस्ट
टेलेक्स क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(सिधा).
फॅक्स क्र. 2261 6804

No. CE.CF.226 (CTP)/ 5871

Date : 18/11/05

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 002.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: Letter No.CE.CF.226(CTP)/5396dt.27.10.2005.

---

Sir,

We have received requests from some of the bidders for submission of RFP document on 28.11.2005 pending security clearance in favour of them/their consortium members/ management contractor by Government of India. The request has been examined. It has now been decided to receive RFP bid documents (Technical Proposal and Price Proposal) on 28.11.2005 pending Security Clearance by GOI. The Technical Proposal will be opened on 28.11.2005 at 15.30 hrs. The Price Proposal of only those bidders who become eligible after the evaluation of Technical Proposal and in whose favour Security Clearance from GOI has been received shall be opened. The time and date of opening of Price Proposal shall be informed to the eligible bidders.

This may please be noted by all concerned.

Yours faithfully,

18/11

(N.M.PUROHIT)
CHIEF ENGINEER

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY I
1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

No. CE.CF.226(CTP)/ 5673

# MUMBAI PORT TRUST
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शूरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : पोर्टट्रस्ट
दूरसंचार क. EDX BY I
1181847-BPT IN
दूरध्वनी क. 2261 1458,
56564031(सिधा).
फॅक्स क. 2261 6804

Date: [illegible] 2005

Fax No. 56614025

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**
**- Request For Proposal.**

Ref: This office No. CE.CF.226 (CTP)/5396 dated 27.10.2005.

Sir,

In continuation of this office letter cited above, I have to inform you that in view of requests from the bidders, the last date of submission of details regarding change in consortium composition, and submission of document in respect of management contractor to be appointed by shortlisted bidders as stated in Clause 1.4 and 1.5 respectively of RFP, has now been extended to **21.11.2005**. However the date of submission of RFP document remains unchanged i.e. **28.11.2005**.

You are requested to note the change and acknowledge the same.

Yours faithfully,

(N.M. Purohit)
CHIEF ENGINEER

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
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1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

# MUMBAI PORT TRUST
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : पोर्टट्रस्ट
दूरसंचार क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(निजी).
फॅक्स क्र. 2261 6804

No. CE.CF.226 (CTP)/ 5396

Date : 12 2005

Fax No. 56614025

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 002.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**
**- Request For Proposal.**

Ref: This office No. CE.CF.226 (CTP)/4804 dated 09.09.2005.

Sir,

In continuation of the above letter, and as per request of the bidders , the second prebid meeting was held with the shortlisted bidders on 12.10.2005. Based on the response and suggestions by the bidders, the relevant clauses of Request For Proposal Volume-III – Draft License Agreement (Sept.2005) stand modified as shown in Annexure I. The replies to the queries raised by the bidders is enclosed as Annexure II.

2. The revised schedule for submission of RFP is as under -

| | | |
|---|---|---|
| (a) | Last date for receiving the details of management contractor, change in consortium . | - 10.11.2005 |
| (b) | Submission of Request for Proposal document upto 15:00 hours | - 28.11.2005 |
| (c) | Opening of Technical Proposal at 15.30 hours | - 28.11.2005 |

We expect your continued participation in the bidding process.

Yours faithfully,

DA : 1) Annexure-I

(N.M.PUROHIT)
CHIEF ENGINEER

ANNEXURE I

ADDENDUM TO THE DRAFT LICENSE AGREEMENT

ARTICLE 8.50

**8.50 Licensee and Licensor Rights to Handle Container Traffic.**

The licensee and licensor shall have rights to handle container traffic at the Port of Mumbai in the following manner:

(i) <u>For the period the BOT operator is in possession of BPS (i.e. 5 years)</u>

(a) **Gearless Container Vessels**

Full exclusivity will be granted for a maximum period of 5 years from the Date of Award of License or 2 years from the Date of Commissioning of OCT whichever is earlier.

(b) **Geared Container Vessels**

Licensor will have option to handle geared container vessels provided the BPS is occupied.

(c) **Combi Vessels**

All combi vessels shall continue to be handled by MbPT. It is clarified that only containers of non geared combi vessels shall be handled by the Licensee and all other cargo (including containers on geared combi vessels) shall be handled by the Licensor.

(ii) <u>For the period of five years after BOT operator hands over BPS to MbPT</u> (No change. Included here for completeness).

(a) MbPT will handle container vessels at Indira Dock including BPS with a cap of 2.5 lakh TEUs/annum. This cap is applicable for the period of 5 years under consideration or after operator attains throughput of 90% of the designed capacity of the new berths under OCT, whichever is earlier; and the Licensee shall have right to inspect the records of the Licensor to ensure that the cap of 2.5 lakh TEUs / annum is adhered to.

(b) This cap of 2.5 lakh TEUs/annum will not apply in case the Licensee delays commissioning of berths under OCT beyond 5 years from date of award of License and

(c) During this 5 years, all combi vessels shall continue to be handled by MbPT even after reaching the traffic of 2.5 lakh TEUs/annum. It is clarified that during this period all cargo (both containers and non containerised cargo of all combi vessels shall be handled by the Licensor.

ARTICLE 11.2

Revenue Share for BPS.

11.2 The Licensee acknowledges that during the course of each Operating Year during the BPS Operations Period, it shall pay to the Licensor, a total Revenue Share, which shall be the higher of the following :-

a) RSy * GRy

b) RSy * GRy +25%(Rsy*MGTccy*Higher of (SR,AR)-RSy*GRy)

RSy : Revenue Share as quoted by the Licensee

GRy : Gross Revenue for the Operating Year y

$MGT_{ccy}$: Minimum Guaranteed Throughput for each class of cargo for Operating year Y.

SR : Scale of Rates for each classification of container related charge

AR : Actual Rate charged by the Licensee for each classification of container related charge.

For the avoidance of any doubt, the revenue share payable by the licensee shall be limited to the higher of

a) revenue share as computed based on the actual traffic; and

b) the sum of the revenue share computed on actual traffic and one fourth of the difference between the revenue share as computed based on the actual traffic and that payable based on the MGT.

ARTICLE 11.7

License Fee.

11.7 In consideration of the License hereby granted to use and occupy Project site, the Licensee shall pay to the Licensor in advance every year, License Fee as follows :

i) License Fee for BPS Project

In respect of BPS Project Site to the extent delailed in Appendix 3 and as shown in Drg no.33/2005 at the rate of Rs.600 per square metre per annum subject to 5% escalation after every year.

ii) License Fee for OCT Project

In respect of OCT Project Site :

a) For area upto forty five (45) hectares (which includes Prince's and Victoria Dock Basin to be filled up by the Licensor), as shown in Appendix 3 and outlined in Drawing, for terminal development at the rate of Rs.256/- per Square metre per annum subject to 10% escalation after every five years or

b) In case the Licensee opts to fill the Prince's and Victoria Dock basins, then the rate for filled up area (22 ha) shall be Rs. 180 per square metre per annum and the balance area shall be at the rate of Rs. 256 per square metre per annum. The above rates are subject to 10% escalation after every 5 years.

c) For water front area required for construction of berth & trestle at rate of Rs.134/- per Square metre per annum subject to 10% escalation after every five years.

The first revision in respect of OCT site will occur in the fifth year from signing of License Agreement.

ARTICLE 20.6

Compensation on Expiry of License Period.

20.6 In the event of expiry of License by efflux of time (the License having run its full course), the Licensee shall hand over/ transfer the vacant possession of the Project Facilities and Services upon payment by the Licensor based on the following principle:

Berths, approaches, road, paved area, ICD yard, other civil assets will be transferred to Licensor free of cost. Cargo handling equipment and other allied equipments shall be assessed by a mutually acceptable reputed Valuer. Should the Licensor decide to take over these assets it shall intimate its decision to the Licensee not less than 90 days prior to the end of

the License Period and shall pay the value as assessed by the Valuer before taking over these assets. If the Licensor decides not to take over the assets, the Licensee agrees to remove the assets within 9 months of the end of the License Period for OCT project and within 3 months of the end of the License period for BPS project.

ARTICLE 26.10

Any amendments, modifications, and alterations to the Guidelines and related policies, subsequent to date of this agreement . . . . .

**This Article is deleted.**

APPENDIX 4

2.1.3 **Minimum Facilities**

The minimum Project Facilities to be provided at OCT are as detailed below:

2.1.3.1. Berth length, Approach Trestle, and Capacity

At the time of commencement of commercial operations at OCT, berth length not less than 700 metres and minimum width of 58m 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, etc., commensurate with the traffic. The berth shall be designed to receive vessels of capacity upto 6000 TEUs. Two RCC Approach Trestles of length appr.1100m and width 12m connecting the berths shall be constructed. The trestle shall be designed corresponding to IRC Class A or AA or 70R truck loading or a uniformly distributed live load of 1.5 Tonnes/sq.m whichever produces the most severe effect.

2.1.3.3 **Facility Augmentation.**

Based on actual build-up of traffic, the Licensee shall augment the facilities and capacity of OCT by adding Third berth of 350m length and 65m width and supporting equipment as required, to handle the actual traffic. The Licensee shall have exclusive rights to construct the Third berth and can exercise their option to construct, but in any case not later than the 13th year from the date of signing of License Agreement. The augmentation shall be planned and implemented in such a manner that at all time during the License Period, Productivity is maintained at internationally accepted norms.

APPENDIX 24

## MINIMUM GUARANTEED THROUGHPUT

### A. FOR BPS

| Period | MGT IN TEUs |
|---|---|
| 1st year of operation | 1,00,000 |
| 2nd year of operation | 1,50,000 |
| 3rd year of operation | 1,50,000 2010 |
| 4th year of operation | 1,50,000 |
| 5th year of operation | 1,50,000 |

### B. FOR OCT

| Period | MGT IN TEUs |
|---|---|
| 1st year of operation | - 2010 |
| 2nd year of operation | - 2011 |
| 3rd year of operation | 3,20,000 |
| 4th year of operation | 4,00,000 |
| 5th year of operation | 4,80,000 |
| 6th year of operation | 5,60,000 |
| 7th year of operation and onwards | 6,40,000 |

### Applicable MGT

$$AMGT_P = MGT_p^{original} \times \frac{\{D_p - FM_p - LEOD_p - LBOO_p\}}{D_p}$$

| | | |
|---|---|---|
| $AMGT_p$ | = | Applicable MGT for the applicable period 'p' |
| $MGT_p$ | = | Adjusted MGT in respect of that part of the Applicable Period – p, to be computed as under :- |
| $MGT_p^{original}$ | = | MGT for the Applicable Period – p as per the above table; |
| $FM_p$ | = | No. of days Applicable Period – p for which Licensee's performance was affected due to Force Majeure Event(s) during that part of such Applicable Period. |
| $LEOD_p$ | = | No. of days of Applicable Period – p for which Licensee's performance was affected due to Event(s) of Default on the part of the Licensor. |

| | | |
|---|---|---|
| $LBOO_p$ | = | Aggregate of the no. of days of Applicable Period – p for which Licensee's performance was affected due to :<br>- failure on the part of the Licensor to comply with its obligations specified in respect of maintenance of Committed Depths at berth No.11 or berth No.12 or the Navigation Channel, and<br>- the berth(s) having been made available to the Licensor for undertaking capital and maintenance dredging pursuant to sub clause (iv) and (v) of Clause 4.14.2. |
| $D_p$ | = | Total number of days in Applicable Period – p |

Pre bid meeting - 18.10005.

REPLIES TO QUERIES RAISED BY THE BIDDERS

MUMBAI PORT TRUST

**SUB : CONSTRUCTION OF OFF-SHORE CONTAINER BERTHS AND DEVELOPMENT OF CONTAINER TERMINAL ON BOT BASIS IN MUMBAI HARBOUR.**

Reply to queries raised by the bidders.

| Sr. No. | Chapter / Clause | Page No. | Bidder's Query / Suggestion | MbPT's Response |
|---|---|---|---|---|
| 1 | 11.2 | 83 | BS Licensor Fixed Fees of Rs.100 Million to be wived off completely or reduced significantly. | The request has been considered and there shall be no Fixed Fee.Article 11.2 has been revised accordingly. |
| 2 | 11.7(i) | 87 | Licnse Fees for BPS Project at the rate of Rs.600 peisq.m. p.a. to be reduced significantly. | Since the area to be handed over to the operator for the BPS Project is fully developed and ready for operation, the rates provided are considered reasonable. |
| 3 | 11.7 (ii) (a) | 87 | Artile 11 : License fees for OCT. Project at the rate of Rs.256 per sq.m. p.a. to be reduced significantly. | These rates are based on the Dock scale of Rates and it include filling of docks by the licensor. In case of licensee filling up the docks, the rate for filled up area would be Rs.180/Sq.m. |
| 4 | Article 11 Cl.11.7(ii) (c) | 87 | License fees for OCT. waterfront area required for construction of berth & trestle/s at rate of Rs.134 per sq.m. p.a. to be reduced significantly. | The rates are considered reasonable. |
| 5 | | | The revision clause for the rates is not favourable as it starts from 4th year from signing LA instead it is requested that the revision may be considered 5th year after handing over the respective area. | Bidders views considered. The first revision will be on the 5th year from the date of signing the License agreement.. Article 11.7 of DLA has been revised |

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REPLIES TO QUERIES RAISED BY THE BIDDERS

| Sr. No. | Chapter / Clause | Page No. | Bidder's Query / Suggestion | MbPT's Response |
|---|---|---|---|---|
| | | | | accordingly. |
| 6 | | | Kindly extend the date of submission for declaration of consortium and final submission of the Technical and Financial Bid by about a month. | The date of submission for declaration of change in consortium, proof of tie-up with Management Contractor( if applicable) has been extended upto 10.11.2005. Last date of Submission date of RFP shall be 28.11.2005. |
| 7 | | | Kindly allow flexibility to reduce the width of the OCT Berth from 65 meters upto 58 meters. | Yes agreed. The minimum width for the 700 m quay length shall be 58 m.However, for the Third berth the width shall be 65 m. Appendix-4 has been revised accordingly. |
| 8 | Article 2 Cl.2.2(i) | | **License Period for BPS Project** – We presume that the Licensee will have the option to shift the operations from BPS to OCT Terminal once the OCT Terminal is commissioned after 36 months of construction period and that the Licensee's Obligation towards payments to the Licensor as per Article 11 – Clauses 11.2 – Fixed Fee and Revenue Share as per MGT and 11.7 – Licensee Fee and Appendix 25 obligation for employing existing staff of BPS – for BPS will cease. Please confirm. | The Licensee's obligation towards payments for BPS as per Article 11, shall cease from the date of handing over the assets of the BPS project back to the Licensor, subject to other provisions in the License Agreement. |
| 9 | Article 5 Clause 5.9 | | **Licensor's Assets & Liabilities – BPS Equipment** – Since the Licensee is required to takeover the existing equipment at BPS and is free to dispose off the equipment at BPS any time | If the Licensor decides not to take over equipments, the Licensee will have to remove the equipments within 3 months of the end of License Period for BPS |



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| Sr. No. | Chapter / Clause | Page No. | Bidder's Query / Suggestion | MbPT's Response |
|---|---|---|---|---|
| | | | during the License period for BPS, we request that a minimum time period of six months be allowed to the Licensee for disposing off the BPS equipment after the BPS operation is shifted to the OCT. During the period of six months, the Licensee will not be required to pay any amount on account of Fixed Fee, License Fee etc. for BPS area. Please confirm. | Project. The Licensee is not liable to pay License Fee provided the Assets (excluding the equipment to be removed by the Licensee) is handed to the Licensor free of any encumbrances as per Article 20.6 of this agreement.Article 20.6 has been modified accordingly. |
| 10 | Cl.2.1.3 Appendix – 4 | | **Project Facilities – Minimum Facilities –Berth length, Trestle and capacity –** Please confirm whether in light of the requirement for providing 2 approach trestle, the Licensee may reduce the width of the Berth not less than 55 m from sea face from presently specified 65 m without affecting the operational requirements. | Please see Sr. no. 7 for reply. |
| 11 | Article 8 Cl.8.37(ii) | | Since the Licensor will be dredging the area alongside the OCT Berth before handling over the area for jetty construction, we presume that the Licensor shall also dredge certain safe area covered by future 350 m. Third Berth to avoid damage to adjoining OCT Berth No.1 and 2. Please confirm. | Yes, agreed. |
| 12 | Article 11 Clause 11.7 | | Please confirm that the Licensee will be required to pay the specified License Fee only after the Licensor hands over the unencumbered area and not earlier. | Yes please. The Licensee shall pay the License Fee from the date the assets are handed over to the Licensor. |

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REPLIES TO QUERIES RAISED BY THE BIDDERS

| Sr. No. | Chapter / Clause | Page No. | Bidder's Query / Suggestion | MbPT's Response |
|---|---|---|---|---|
| 13 | | | Please advise details of cost of spare parts available with Mb.P.T. for 2 nos. RMQCs and 3 nos. RTGCs at BPS. | The list of spares is enclosed herewith. The spares shown in the list are as on 11.08.2005. However, some of the spares may be consumed till the date of handing over of the equipment at BPS to the operator. The Operator has to pay a Lumpsum amount for taking over all the spares. The cost will be intimated shortly. |
| 14 | Appendix 24 | | **Minimum guaranteed throughout for BPS**<br>We would like to bring it to your kind notice that achieving the above guaranteed throughput Stated in Appendix 24 will not be possible at BPS terminal. We are giving our analysis and the reasons of this terminals inability to handle more that 1,76,000 TEUs per annum at any given point of time.<br>The operation and equipment plan for BPS in the first 3 years of operations is as follows: | |

| Time | BPS YARD 4 RTGC Blocks 2(Ha) | INDIRA YARD 4 RS Blocks (2 Ha) | OCT BUFFER 2 RS BLOCKS (IN OCT RAIL AREA) | Handling Capacity in TEU |
|---|---|---|---|---|
| 0-6 months | | Civil Construction | | |
| 6-12 months | 2 existing 1-over-3 RTGC | | | 50,000 TEUs (for 6 months) |

| Period | MGT in TEUs |
|---|---|
| 1st year of operation | 1,00,000 |
| 2nd year of operation | 1,50,000 |
| 3rd year of operation | 1,50,000 |
| 4th year of operation | 1,50,000 |
| 5th year of operation | 1,50,000 |

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REPLIES TO QUERIES RAISED BY THE BIDDERS

| Sr. No. | Chapter / Clause | Page No. | Bidder's Query / Suggestion | MbPT's Response |
|---|---|---|---|---|
| | | | 12-24 months: 3 nes 1-over-5 RTGC; 4 new RS; Civil Construction; 1,76,000 TEUs<br>24-36 months: 1,76,000 TEUs<br><br>With this background, we are requesting your kind self to consider. above as the MGT instead of 1,75,000 and 2,00,000 TEUs for 1st and 2nd year up to 5th year. We will be thankful to you for your understanding and co-operation in the above matter. | |
| 15. | Appendix-4<br>Appendix-5 | | As per appendices commencement of construction is not late than 6 months from the award of license to licensee and also noted 8 months in Appendix –5 please clarify. | Appendix 5, Sr.No.(iii) Shall prevail i.e. commencement of construction shall start not later than 8 months from the date of signing of license agreement. |
| 16. | Appendix-5 | | As per the appendix, completion of capital dredging for the berth pocket and handing over to the licensee for construction is 15 months from the date of signing of agreement. Request MbPT to handover the berth in a phased manner in order to start and proceed with the piling works progressively before 15 months. | Yes, agreed. The capital dredging at berth will be carried out as per programme mutually agreed but within the overall prescribed time limit of 15 months. |
| 17. | General | | We would clarify that the construction of 350x65m main jetty ( phase –2) is not considered in the schedule of 36 months. | Yes, the period for construction does not include the construction of third berth. |

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REPLIES TO QUERIES RAISED BY THE BIDDERS

| Sr. No. | Chapter / Clause | Page No. | Bidder's Query / Suggestion | MbPT's Response |
|---|---|---|---|---|
| 18. | | | For operation of marine fleet used for construction activities we are in need of temporary loading berthing facilities near existing docks ( P&V) where we operate round the clock through out the construction period. Minimum draft requirement for the same is around 4 m. MbPT to allow the same free of cost. | The berthing facilities at Harbour Wall of P & V docks will be allowed at approved DSR. |
| 19. | | | Requesting MbPT to allow berthing of our construction marine fleet along the existing berths during monsoon period free of cost. | Same as above. |
| 20. | | | MbPT to indicate location and total marked area that can be provided for casting yard and temporary site establishment. Our approximate requirement is 2000 sq.m for casting yard and 1000 sq.m for temporary site establishment. | The working area for casting yard can be provided at Hay Bunder for a maximum period of 3 years. Area admeasuring upto 3000 sq.m shall be provided free of cost. Additional requirement shall be considered on payment at the rate of Rs.1.50 per sq.m, per day as amended from time to time . |
| 21 | | | For clearing of Island connecting approaches all necessary approvals or Govt. clearances will be obtained by MbPT. Kindly confirm. | Cross Island is not in the scope of the project. |
| 22. | | | Kindly provide us the bathemetry and soil bore logs details in the proposed approaches and berth location. | All available data with Port Trust will be provided. |
| 23. | | | In BPS terminal, please do not charge us the lease rentals for the berth area of 243x20m as the berth hire charges will be collected by MbPT. | Since the area is considered as operational area for the operator, the request of the bidder cannot be considered. |

REPLIES TO QUERIES RAISED BY THE BIDDERS

| Sr. No. | Chapter / Clause | Page No. | Bidder's Query / Suggestion | MbPT's Response |
|---|---|---|---|---|
| 24. | | | The date for proposed submission is 4th Nov. Request the date of submission to be extended by atleast 4 weeks. | Dates have been extended. |

C:\CTP\RFP Queries\Second Pre-bid Meeting.doc
(10.10.2005)

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APPENDIX 27

MUMBAI PORT TRUST
MECHANICAL ENGINEERING DEPARTMENT

SALIENT FEATURES OF THE CONTAINER HANDLING EQUIPMENT

| | QGC 1 (SUMITOM0) | QGC 2 (BRAITHWAITE) | RTGS (HITACHI) |
|---|---|---|---|
| Lifting capacity | 35.5T | 35.5T | 35.5T |
| Weight of crane | 450T (approx.) | 600T (approx.) | 125T (approx.) |
| Span of crane track | 20M | 20M | 23.47M |
| Rail length | 218M | 218M | -- |
| Hoist speed (with load) | 45 M/Min. | 45 M/Min. | 12 M/Min. |
| Hoist speed (without load) | 90 M/Min. | 90 M/Min. | 24 M/Min. |
| Long travel speed | 45 M/Min. | 44.75 M/Min. | 135 M/Min. |
| Trolley travel | 125 M/Min. | 127.7 M/Min. | 54.5 M/Min. |
| Boom hoisting | 5 Min. | 9 Min. | -- |
| Max. out reach from water side rail | 38 M | 38 M | -- |
| Max. back reach from landside rail | 10 M | 10 M | -- |
| Cycle time | 3 Min | 4.5 Min | 2.5 Min |
| Height of crane | 40 M (approx.) | 40 M (approx.) | 20 M (approx.) |

## MAJOR SPARES OF RTG AVAILABLE IN STORES (as on 11.03.2005)

| Sr.No. | Description of item | Qty. |
|---|---|---|
| 1. | Alternator 'V' Belt for 24 V Pt.No.600-732-1220 | 12 |
| 2. | Ball bearing radial single row SKF 6210 ZZ | 06 |
| 3. | Ball bearing SKF 6305 radial single row | 06 |
| 4. | Ball bearing for Governor Control unit | 02 |
| 5. | Ball bearing SKF 6316 Z Driving end for 85 K.W. D.C. Generator | 01 |
| 6. | Ball bearing 6318 for Driving End of 75 K.W. M.H. Motor | 06 |
| 7. | Ball bearing SKF 6312 non driving for 40 KVA D.C. Alternator | 02 |
| 8. | Ball bearing SKF 6310ZZ Driving end for 15 K.W. D.C. Generator. | 01 |
| 9. | Bearing for Con. Rod 10 V/s Pt No.203661K | 36 |
| 10. | Bearing double row self aligning spherical roller No.23124BNTN, SKF for trolley wheel | 03 |
| 11. | Bearing for T.T.SKF 23124 CG/333 | 01 |
| 12. | Ball bearing SKF 6314 for lift gear box and Non-rotatory end of 85KW DC Generator | 01 |
| 13. | Bearing Tapper Roller No.23128 for G.T. device | 02 |
| 14. | Ball bearing SKF 6204 for compressor | 04 |
| 15. | Ball bearing Thrust spherical No.29244 for Pivot G.T. device | 01 |
| 16. | Bearing spherical roller No.NTN 23226 of G.T. device | 04 |
| 17. | Bearing spherical Roller No.32311 for G.T. device | 04 |
| 18. | Bearing spherical Roller No.32310 for G.T. device | 02 |
| 19. | Bearing spherical roller No.32313 NTN-Toyo (Japan) Nippon Thomas | 02 |
| 20. | By Pass filter with gasket Pt.No. 3245215 | 01 |
| 21. | Super by pass filter New AR387948800K | 05 |
| 22. | Over Running Clutch Assembly Kamasto Pt.No. KDI-2100-1750 Suitable for 244 D.C. 11KW Starting Motor Pt.No.600-813-2724 | 01 |
| 23. | Ball Bearing SKF-6310ZZ | 01 |
| 24. | Ball Bearing 303135 J NSK Japan Gantry Gear box | 02 |

2

| Sr.No. | Description of item | Qty. |
|---|---|---|
| 25. | Ball bearing 6316 for 75 KW DC M.H. Motor | 05 |
| 26. | Ball bearing 6310 | 02 |
| 27. | Thrust Ball bearing | 32 |
| 28. | Seal Service Pt.No.183056 | 06 |
| 29. | Carbon Brush Holder for 15 KW D.C. Generator or TT 11KW DC motor | 15 |
| 30. | Carbon brush holder for 40K VA Alternator | 24 |
| 31. | Brake lining for M.H. Pt. No.122-333707-038-020-264 | 01 |
| 32. | Cover with baffle for Rocker Arm Housing Pt.No.150327 (Komatsu) Pt.No.6710-11-8111 | 03 |
| 33. | Vane pump for spreader Pt.No.VPVD-G-4543-3122-332870 | 01 |
| 34. | Extension cable Barber colman Pt.No.D4-N2-126 for connection between Control Box | 01 |
| 35. | Clamp injector Pt.No.191218 Gate No.6411 04 | 06 |
| 36. | Operating coil for solenide valve hydro norm make type WL-70-4-A-220V-60 Hz. | 03 |
| 37. | Elect. Governor Contactors feed back sensor DYNC-496 Pt.No.DYNC-11001-003024 | 01 |
| 38. | Exhaust Manifold centre Pt.No.020056-K | 01 |
| 39. | Cap screw socket head along steel pitch 15mm long unbarko make | 18 |
| 40. | Steering pump Rexroth for RIG | 01 |
| 41. | BRG Control standard Pt.No.0203660 | 12 |
| 42. | Micro switch heavy duty 600 V AC 10 Amp | -- |
| 43. | Ball bearing SKF-6306ZZ spreader pump motor drive end bearing | 04 |
| 44. | Ball bearing 6203 'DV' NSK SKF | 11 |
| 45. | Thrust plate | 02 |
| 46. | Twist lock tie rod end with female thread Pt.No.NTN-ELGEC SPI-182 | 06 |
| 47 | Cable Drag chain length 2.75 mtrs. having 30 links each side | 05 |
| 48. | S.Starter JBAM-6002N code No.63130129 | 02 |
| 49. | S.Starter JBAM-600-3-2 code No.63130130 | 02 |
| 50. | Operational amplifier IUS-JBAB-A/106/100G Code No.63130200 | 02 |
| 51. | Chain coupling for hydraulic pump KC-4016 Code no.63240038 | 01 |

| Sr.No. | Description of item | Qty. |
|---|---|---|
| 52. | Tie rod End No.63290042 | 04 |
| 53. | Bearing twist lock MS353002 Code no.63290066 | 04 |
| 54. | Bearing twist lock code No.63290078 | 04 |
| 55. | Resistance 3 Kohm 10 W | 01 |
| 56. | Control Relay Type LT-4, 24 V DC No.63050018 | 01 |
| 57. | Tyre tubes size 24 x 29 Nylone ply rating 42 PR model no.4.67 Industrial tubeless `C' type o-o Ring make Yokohama Japan | 02 |
| 58. | Belt fan-122-333046-055 000-264 | 19 |
| 59. | AC Magnetic contactor Type H-35 E/22/4 Code no.63080072 | 01 |
| 60. | DC Magnetic contactor Type HY433E/DZH Code No.63090016 | 01 |
| 61. | DC Magnetic contactor HY.472E-R Code 63090041 | 01 |
| 62. | DC Magnetic Contactor RK 42E No.6309977 | 01 |
| 63. | DC Magnetic Contactor HV-4312 E/DZH Code No.63090168 | 01 |
| 64. | Main Aux. Contact set for DC magnetic contactor HY4312E | 01 |
| 65. | AC Control Relay RAP-6/UCZHN 220V 8 amp code No.63100010 | 03 |
| 66. | Adaptor | 04 |
| 67. | High pressure hydraulic Assembly Length 200mm Hose type SAE 100R main dia. 12.7mm | 01 |
| 68. | High pressure hydraulic Assembly anti sway long 1250 mm Hose type SAE 100RZ dia. 0.5mm | 05 |
| 69. | Hydraulic Hose length 500mm Type SAE-100RZ dia.12.7mm | 06 |
| 70. | Hydraulic Hose length 1000mm type SAE-100RZ dia.3/8"mm | 05 |
| 71. | T.T. wheel No.3123 wheel No.362219 | 02 |
| 72. | Hydraulic Hose length 1500 mm type SAE-200 RZ dia. 0.908mm | 05 |
| 73. | DC Over Voltage Relay JBDM-P008 | 01 |
| 74. | DC Over Voltage Relay 10V JBDM-P008-4 | 02 |
| 75. | MC Relay SAV JBAM-A-0081 JBDM-A008 | 02 |
| 76. | Adjustment unit 3ADJ-2AJJ-JBDM-1004-01 JBAMX 004-063130090 | 02 |
| 77. | Operational Amplifier 30PKUP-11AM-A106-1003B 63130087 | 02 |

| Sr.No. | Description of item | Qty. |
|---|---|---|
| 78. | DC Power supply unit 350 V for 48 VDC JBAMX 50006 | 02 |
| 79. | DC Over Current Relay RLL-11-300 AF-6004 300 | 01 |
| 80. | AC Control Relay RAP-6G/4D2HW 220v DC, 8 Amp., RAP-60-220V AC | 03 |
| 81. | Stud for Gen. Motor No.3121-31772-171 | 04 |
| 82. | Twist lock Tie Rod No.3121-316992-206 | 06 |
| 83. | Twist lock Tie Rod without End fitting small size No.3121-316992-205 | 06 |
| 84. | Element Oil cooler | 05 |
| 85. | T.T. Festoon Cable carrier No.3122-332349 | 04 |
| 86. | ABS Ckt.JBAM-C008-I | 01 |
| 87. | Multiplier JBAM-CO35 | 01 |
| 88. | DC Magnetic Brake coil for M/H 410V DC 4BSS-04-8103-1 Rating 30 kg.m. | 01 |
| 89. | Bush SAI-50B-123-340 293-113 | 01 |
| 90. | Suction Strainer Type SFW-68-150W | 01 |
| 91. | Suction Strainer Type SFW-06-150W for SKW | 01 |
| 92. | Relief VV DBT-2-30/100 | 01 |
| 93. | Rocker Arm suitable for 75 KW DC M/H insulation type CRPW-1700/850 440V | 03 |
| 94. | Rocker Arm for 85 KW DC M/H type L-RPM-800 GBDRAN-460 VDC continues | 03 |
| 95. | PVC insulation auto electric cable 50 sq.mm. copper conductor 24 V battery | 50m |
| 96. | High Pressure Hydraulic Hose Assembly (Anti sway) Type SAE-100RZ length 2500mm dia. 0.785" mean cover dia. 1.25" Max. pressure operating 40 bar | 06 |
| 97. | High Pressure Hydraulic Hose spreader/Lock unlock solonid valve ext. pipe for hydraulic pump Type SAE 100RZ length 2500mm. Mean dia. 0.978" (2-3-1mm maximum pressure Rating 70 bar (kg/sq.cm.) | 05 |
| 98. | Lub Oil O Ring part No 333920 400k | 11 |
| 99. | Air cleaner element 18 No.24/4055 283 | 05 |
| 100. | Timer type MY 2V-24 VDC. Time 30 sec. | 02 |
| 101. | Elbow with reducer | 04 |
| 102. | Hose to water pump | 06 |
| 103. | Hose to By pass filter | 03 |

| Sr.No. | Description of item | Qty. |
|---|---|---|
| 104. | M/H wire rope RHOL 22.4 mm 6 x F1(29) ungalvanised | 330m |
| 105. | M/H wire rope LHOL 22.4mm 6 x F1(29) ungalvanised | 275m |

## MAJOR SPARES OF QGC 1 AVAILABLE IN STORES (as on 11.08.2005)

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 1. | Sheave for Boom Hoist B-1-7.3 | 3 Nos. |
| 2. | Sheave for Trolley Travel B-1-7-2 | 2 Nos. |
| 3. | Guide Roller for Traversing B-1-11.2-2 | 1 No. |
| 4. | Guide Roller B-1-11-1-1 | 1 No. |
| 5. | Wheel for Long Travel B-1-6-2 | 1 No. |
| 6. | Oil Hydraulic Cylinder | 1 No. |
| 7. | 20x27 Pinion Gear B-1-8-3 | 1 No. |
| 8. | 4.98 x 13 Pinion Gear B-1-8.11 | 1 No. |
| 9. | Coupling B-1-4.5 | 1 No. |
| 10. | D180 Rollers for B-3 T 6-1-2 Spreader | 1 No. |
| 11. | GearB-3-5.3 | 1 No. |
| 12. | 8.15 Pinion Gear B-1.8-15 | 1 No. |
| 13. | 8x15 Pinion Gear B-1-8-16 | 1 No. |
| 14. | Coupling B-1-4-6 | 1 No. |
| 15. | Brake Wheel B-1-5.5 | 1 No. |
| 16. | Coupling B-1-4-7 | 1 No. |
| 17. | 5.44 x 15 Pinion Gear B-1-8.4 | 1 No. |
| 18. | 5 x 24 Pinion Gear B-1-8.7 | 1 No. |
| 19. | 4 x 21 Pinion Gear B-1-8.6 | 1 No. |
| 20. | Pinion Gear B-1-8.5 | 1 No. |
| 21. | 4 x 26 Pinion Gear B-1-8.9 | 1 No. |
| 22. | Pinion Gear B-1-8.12 | 1 No. |
| 23. | CR 5016 coupling B-1-4.1 | 1 No. |
| 24. | Brake Wheel B-1-5.2 | 1 No. |
| 25. | Brake Wheel B-1-5-1 | 1 No. |
| 26. | S.S-140 Coupling B-1-4.9 | 1 No. |
| 27. | SE.140 Coupling B-1-4-2 | 1 No. |
| 28. | Roller for corner rollers | 6 Nos. |

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 29. | Pinion Gear 4 x 19 B-1-8.13 | 1 No. |
| 30. | Pinion Gear 4 x 25 B-1-8-14 | 1 No. |
| 31. | Bearing 23228B, B-1-1.2 | 2 Nos. |
| 32. | Bearing 23228 BDL B-1-1.3. | 2 Nos. |
| 33. | Bearing 23126 B-1-1.4 | 2 Nos. |
| 34. | Bearing 32309, B-1-1-5 | 2 Nos. |
| 35. | Bearing 22310 B-1-1-6 | 2 Nos. |
| 36. | Bearing 30314 B-1-1-7 | 2 Nos. |
| 37. | Bearing 23022 B-1-1-8 | 2 Nos. |
| 38. | Bearing SLOG-5020 B-1-1-12 | 2 Nos. |
| 39. | Bearing 22220 B-1-1-26 | 1 No. |
| 40. | Bearing 22214 B-1-12 | 1 No. |
| 41. | Bearing SLOQ-5022 B-1-1-28 | 2 Nos. |
| 42. | Bearing 323170 B-1-1-29 | 1 No. |
| 43. | Bearing 22320 B-1-1-30 | 1 No. |
| 44. | Bearing 23134 B-1-1-31 | 1 No. |
| 45 | Bearing 23128 B-1-1-32 | 1 No. |
| 46. | Bearing 32312U B-1-1-34 | 1 No. |
| 47. | Bearing 30316 B-1-1-35 | 1 No. |
| 48. | Bearing UKFL 209 + 42309 B-1-1-38 | 1 No. |
| 49. | Bearing UKFL 207 + 40307 B-1-39 | 1 No. |
| 50. | Bearing SH UCFL 206 B-1-1-41 | 1 No. |
| 51. | Bearing 6310 B-1-1-42 | 2 Nos. |
| 52. | Bearing 23236 B B-1-1 | 2 Nos. |
| 53 | Bearing 23036 B, B-1-1-45 | 1 No. |
| 54 | Bearing SLO4-5010NR B-1-1-48 | 2 No. |
| 55 | Bearing 430311 DX B-1-1-51 | 1 No. |
| 56 | Bearing 23122 NR B-1-1-56 | 1 No. |
| 57 | Bearing UCP 21001 B-1-1-50 | 2 No. |
| 58 | Bearing UCP 211 B-1-1-11 | 1 No. |

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 59 | Bearing UCP 31401 B-1-1-33 | 1 No. |
| 60 | 7 x 21 Pinion Gear B-1-8-2 | 1 No. |
| 61 | 7 x 28 Pinion Gear B-1-8-1 | 1 No. |
| 62 | Brake coil for trolley travel | 1 No. |
| 63 | Brake coil for L.T (A-2-3-3) | 2 No. |
| 64 | Brake coil for B/H (A-2-3-4) | 1 No. |
| 65 | Brake coil for cable reel (A-2-3-5) | 1 No. |
| 66 | Brake coil for Anti sway (A-2-3-6) | 1 No. |
| 67 | Printed card for SCB control; YPTL-CAOID | 1 No. |
| 68 | Printed card for SCB control; YPSL-CLO1 | 1 No. |
| 69 | Printed card for SCB control; YPTL-CFO1 | 1 No. |
| 70 | Printed card for SCB control; YPSA-X0O1 | 1 No. |
| 71 | Printed card for SCB control; YPVL-CDO | 1 No. |
| 72 | MCCB (MH53B) 30A | 1 No. |
| 73 | Brake liner for T.T. | 3 piece |
| 74 | Brake liner for L.T. | 5 piece |
| 75 | Brake liner for Boom | 4 piece |
| 76 | Brake liner for Rope Tension | 4 piece |
| 77 | Brake liner for cable reel | 4 piece |
| 78 | Brake liner for Anti sway | 2 piece |
| 79 | Bearing for L.T. motor 30318 UMCMIR | 1 No. |
| 80 | Bearing for L.T. motor 6315 | 1 No. |
| 81 | Bearing for MG set 317 NU317UMCMI | 1 No. |
| 82 | Brake for B/H | 1 set |
| 83 | Brake for cable reel | 1 set |
| 84 | Brake for Antisway | 1 set |
| 85 | Thruster for Band broke B/H | 1 set |
| 86 | Bellow for Antisway device | 4 No. |
| 87 | Wire rope 25mm RHOL | 580 m |
| 88 | Wire rope 25mm LHOL | 870m |

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 89 | Wire rope 16mm RHO | 665 m |
| 90 | Wire rope 16mm LHO | 665 m |
| 91 | PCB Type-2A-XRO1 151672 P20013A | 1 No. |
| 92 | PCB 2A x RO1-186G72 P20013A | 1 No. |
| 93 | PCB 2A x RO1-213G85 F26692A | 2 No. |
| 94 | PCB 2A x RO1-214G85 F26692A | 1 No. |
| 95 | PCB YP2L-UC01-SO1-G85F2955C | 1 No. |
| 96 | PCB YP2L-UCO1-SO1-G85F29726 | 1 No. |
| 97 | PCB YP2L-UTO1-SOZ-G85F29718 | 1 No. |
| 98 | PCB YP2L-UCO1-SO8-G85F29718 | 1 No. |
| 99 | PCB YP2L-URO1-SO1-G85F29561 | 1 No. |
| 100 | PCB YP3A-UAO1-G85F29561 | 1 No. |
| 101 | PCB YP3A-UA01-SO9-G85F29---- | 1 No. |
| 102 | PCB YP3N-1001N62P20042113A | 1 No. |
| 103 | PCB YP4A-P501G85F29571-B | 1 No. |
| 104 | PCB YP5N-LC03-N62P20034-113B | 1 No. |
| 105 | Rubber cushion pad for antisway mechanism | 4 No. |
| 106 | Ball bearing 300KW M/H | 1 No. |
| 107 | M/H sheave B-1-7-1 | 2 No. |
| 108 | Brake lining for BDS-4-4058 | 1 No. |
| 109 | Brake coil for M/H | 1 No. |
| 110 | Roller for M/H | 8 No. |
| 111 | Twist lock PIN fixed Spreader | 8 No. |
| 112 | Twist lock Tele/spreader | 3 No. |
| 113 | Twist lock Head Block | 5 No. |
| 114 | Bearing for T.T sheave SLo4 5018 | 4 No. |
| 115 | DC Techometer-Dynamo 5 watt 50 volts | 1 No. |
| 116 | Guide Block for Twist lock | 8 No. |
| 117 | Carbon brush holder 55 KW | 18 No. |
| 118 | Carbon brush holder 65 KW | 20 No. |

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 119 | Carbon brush holder 300 KW | 20 No. |
| 120 | Control switch for HT Panel | 3 No. |
| 121 | PIN for M/H sheave | 1 No. |
| 122 | Bearing No.NTN 25 UZ 854359 KA for cyclo drive | 1 No. |
| 123 | Cycloid disc for above | 1 No. |
| | | |

## MAJOR SPARES OF QGC 2 AVAILABLE IN STORES (as on 11.08.2005)

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 1. | Elastic ring for coupling with brake disc. KS-630-2 for M/H | 01 |
| 2. | Elastic ring for coupling with brake disc KS-400-2 | 01 |
| 3. | Brake lining for band brake | 01 |
| 4. | Brake lining for boom hoist | 03 |
| 5. | Twist lock (Telescopic spreader) | 15 |
| 6. | Spherical roller bearing 22216 C | 01 |
| 7. | Spherical roller bearing 23940/W33 | 01 |
| 8. | Eldrow thruster type ED 8016 (Bow brake) | 01 |
| 9. | Chassis unit-11-11-642 | 01 |
| 10. | Ball bearing 6230 for M/H sheeve | 04 |
| 11. | Spherical roller bearing 22226 | 01 |
| 12. | Chassis unit size II 128-10-632 | 01 |
| 13. | Measured valve amplifier 0925013 | 01 |
| 14. | Measured valve amplifier 0925026 | 01 |
| 15. | Power Transformer | 01 |
| 16. | Motor circuit brakers 3 VE-1010-2B | 03 |
| 17. | Motor circuit brakers 3 VE-1010-20 | 02 |
| 18. | Motor circuit brakers 3 VE-1010-2D | 02 |
| 19. | Motor circuit brakers 3 VE-1010-2L | 01 |
| 20. | Semadyn-G Direct current transducer GK VA 9900 | 02 |
| 21 | Complete set of fixed contact for 6.6 KV of type 3G 0060-3160 | 1 set |
| 22. | Complete set of fixed coil Type AG 0060-1102 | 1 set |
| 23. | Main moving contact Assly. Switch (h2 50) type-2G0030-0291 | 01 |
| 24. | GFC make 400 vaccuum contactor type VC3 AD 400 for 6.6 KV | 01 |
| 25. | AS/BS bearing type -6213C | 02 |
| 26. | Ball bearing 6220 for sheeve | 08 |
| 27. | Ground fault breaker No.3001590230 | 01 |

| Sr. No. | Description of Item | Quantity |
|---|---|---|
| 28. | Timken's tapered roller bearing No.HM133444 Assy | 32 |
| 29. | Trimming warm gear Pt.No.1670849 | 01 |
| 30. | Rotary brake disc (for lift) | 02 |
| 31. | Antisway rope sheeve | 04 |
| 32. | Hyd.directional control Valve unit type WE size 6 | 02 |
| 33. | Boom hoist sheeve | 02 |
| 34. | Malmedie coupling size-10 | 02 |
| 35. | Wire rope M/H 26mm Dia. RHOL | 870 m |
| 36. | Wire rope antisway RHOL 20mm | 215 m |
| 37. | Wire rope trolley RHOL 22 mm | 482 m |
| 38. | Trolley wire rope LHOL 22 mm | 798 m |
| 39. | Wire rope antisway 20 mm | 215 m |
| 40. | Wire rope ungalvanised 26mm LHOL | 450 m |
| 41 | Guide block for twist lock | 11 |
| 42. | Twist lock spreader | 12 |
| 43. | Twist lock pin for Head block | 4 |
| 44. | 3 Phase Induction Motor | 1 |
| 45. | Armature for DC Motor | 2 |

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
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1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

No. CE.CF.226 (CTP)/4883

# MUMBAI PORT TRUST
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शूरजी वल्लभदास मार्ग,
बैलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : पोर्टट्रस्ट
टेलेक्स क्र. EDX BY I
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(दिन)
फॅक्स क्र. 2261 6804

Date :

Fax No. 56614025
By Speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 002.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: Letter No.CE.CF.226(CTP)/4884 dt.07.10.2005.

---

Sir,

Kindly note that the last date of submission of details as regards change in consortium, proof of tie-up with Management Contractor has been extended to 28th Oct.2005.

The last date of submission of RFP document shall remain unchanged i.e. 04.11.2005.

Yours faithfully,

10/10

(N.M.PUROHIT)
CHIEF ENGINEER

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shouri Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
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1181847-BPT IN
Tel. No.2261 1458, 56564031(D)
Telefax No.2261 6804

# MUMBAI PORT TRUST
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शूरजी वल्लभदास मार्ग,
बैलार्ड एस्टेट, मुंबई 400 001.
तार और केबिल : सेप्ट्रस्ट
दूरभाष क्र. EDX BY I
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(डिड)
फॅक्स क्र. 2261 6804

No. CE.CF.226 (CTP)/ 4884

Dale :

Fax No. 56614025
By speed Post

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 002.

(Kind Attn.: Shri Vijay Agarwal)

Sub: **Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Sir,

In continuation to this office letter no. CE.CF 226 (CTP)/ 4844 dtd 06.10.2005, as requested by some of the bidders, the prebid meeting has been postponed to 18.10.2005 at 3.30 p.m.

Inconvenience is regretted.

Yours faithfully,

7/10

(N.M.PUROHIT)
CHIEF ENGINEER

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
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Tel. No.2261 1458, 56564031(D).
Telefax No.2261 6804

No. CE.CF.226 (CTP)/ 4864

# MUMBAI PORT TRUST
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
बैलार्ड इस्टेट, मुंबई 400 001.
तार और टेलिक्स : सेप्ट्रस्ट
टेलेक्स क्र. EDX BY I
1181847-BPT IN
दूरध्वनी क्र. 2261 1458.
56564031(निदेश).
फैक्स क्र. 2261 6804

Date : 6 OCT 2005

Fax No. 56614025

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 002.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Sir,

The replies to the queries of pre-bid meeting together with revised RFP documents were sent to you vide this office letter no. CE CF 226 (CTP)/ 4094 dtd 09.09.2005. Arising out of some more queries/ suggestions of some bidders, it has been decided to have one more meeting with the short-listed bidders at 11.30 a.m. on 11.10.2005 in the Conference Hall, Vijay Deep. You are requested to make it convenient to attend the said meeting.

Yours faithfully,

6/10

(N.M.PUROHIT)
CHIEF ENGINEER

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
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1181847-BPT IN
Tel. No.2261 1458, 56564031(D).
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# MUMBAI PORT TRUST
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शूरजी वल्लभदास मार्ग,
बेलार्ड एस्टेट, मुंबई 400 001.
तार और केबिल : मेप्ट्रस्ट
दूरभाष क्र. EDX BY I
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(निजी).
फॅक्स क्र. 2261 6804

No. CE.CF.226 (CTP)/4094

Date : 09 SEP 2005

Fax No. 56614025

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 002.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**
**- Request For Proposal.**

Ref: This office No. CE.CF.226 (CTP)/2109 dated 23.06.2005.
This office No. CE.CF.226 (CTP)/3795 dated 29.08.2005.

Sir,

The prebid meeting was held with the shrotlisted bidders on 2.8.2005.Mumbai Port received overwhelming response from the bidders. Based on the response and suggestion by the bidders,' Request for Proposal' documents have been modified and approved by the competent authority of the Port.

2. In accordance with clause No. 1.9 of Request For Proposal Volume-I : Instruction to Bidders, please find enclosed herewith amendments to the Request For Proposal document as under :-

i] **Request For Proposal Volume-I – Instructions to Bidders** issued vide office even letter No.2109 dated 23.06.2005.

**The amendments have been made to the following clauses :**

Clause No. 1.12.2,1.12.3(c),1.34.1,2.1.1,Format of Price Proposal.

The details of amendment/additions are shown in Annexure-I ( pages)

ii] Request For Proposal Volume-III – Draft License Agreement ( Sept.2005)
This is forwarded herewith showing changes approved by MbPT.

iii] **The clarifications/answers to the queries raised by the Bidders.** These are forwarded herewith as Annexure III ( 115 pages). In case of any discrepancy between clarification to the queries as above and modified draft license agreement, the contents of modified draft license agreement will prevail.

11. **The revised schedule for submission of proposal :-**

The revised schedule will be as under:-

| | | |
|---|---|---|
| (a) | Last date for receiving the details of management contractor, change in consortium . | - 14.10.2005 |
| (b) | Submission of Request for Proposal document upto 15:00 hours | - 04.11.2005 |
| (c) | Opening of Technical Proposal | 04.11.2005 |

12. **Security clearance:-**

MbPT has already forwarded all the required details in connection with the security clearance to the Government of India( GOI ). The matter is being pursued vigoursly with the GOI and the decision from GOI, is expected shortly.In order to avoid delay in submission of RFP document, the bidders are being issued amended RFP document subject to Security clearance in favour of them by Govt. of India.

We expect your continued participation in the bidding process.

Yours faithfully,

(N.M.PUROHIT)
CHIEF ENGINEER

DA : 1) Annexure I
2 )Draft License Agreement ( Sept.2005)
3) Annexure II

Annexure I

The modified clauses of RFP Vol I – Instructions to Bidders are as under –

1.12.2 The Bid Security shall be returned to unsuccessful Bidders within a period of ~~three (3)~~ twenty (20) weeks from the date of announcement of the successful Bidder.

1.12.3. The Bid Security shall be forfeited in the following cases:

a) If the Bidder withdraws its Proposal except as provided in Section 1.22;

b) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and

c) If the Bidder fails to provide the Performance guarantee ~~and payment of upfront fee~~ within six (6) weeks from the date of receipt of LOI for award of License.

1.34.1 The successful Bidder shall furnish to the Port Trust a Performance Guarantee in the form of a bank guarantee stipulated in Section 5 of this document or some other form acceptable to the Port Trust for Rupees 600350 million.

2.1.1 The contents of the Technical Proposal, the coverage thereof and the scores assigned to each of the components would be as follows (Revised):

| Component | Parameters of Coverage | Max Score |
|---|---|---|
| Implementation Plan including phase-wise development | • Layout<br>• Preliminary design criteria and technical specifications<br>• Equipment Procurement / Replacement Plan<br>• Project Schedule<br>• Construction Technology<br>• Track record of Engineering Procurement and Construction (EPC) Contractor<br>• Project implementation plan | 200 |
| Financing Plan | • Proposed arrangements for raising required means of finance for the Project | 200 |
| Marketing Plan | • Assessment of market<br>• Demonstration of preliminary arrangements with customers to tie up cargo handling capacity<br>• Strategies for business development | 200 |
| Operation and Maintenance Plan | • ~~Track record of O&M Contractor Maintenance Plan~~<br>• Operations and Maintenance Plan<br>• Estimates of throughput including estimates for indicators such as crane moves per hour, ASTA, ASBO, etc.<br>• ~~Estimates for r~~Routine and major maintenance Plan<br>• Energy consumption<br>• Manning levels<br>• Operational safety measures | 200 |
| Environmental Plan | • Compliance with environmental laws during construction and operation | 100 |
| Organisational Plan | • Organisation Structure<br>• Profile of Key Persons | 100 |
| Total Score | | 1000 |

## 5. REVISED FORMAT FOR PRICE PROPOSAL

Date:

To

**The Chief Engineer,**

Port House, 3rd Floor,

Shoorji Vallabhdas Marg, Ballard Estate,

Mumbai 400 001.

Dear Sir,

**Sub :** Construction of Offshore Container Berths and Development of Container Terminal (OCT) on BOT Basis in Mumbai Harbour & Operation and Management of Ballard Pier Station Container Terminal (BPS).

In response to the Invitation for Price Proposal, we the undersigned offer to undertake The Project and enter into a **License Agreement** with Mumbai Port Trust, in accordance with the terms and conditions set forth in the Request for **Proposal Documents** and also to make the following Revenue Share to Mumbai Port Trust, **in addition to** the Upfront Fee, License Fee, Fixed Fee of Rs 100 million for BPS and other payments indicated in Article 11 of **Draft License Agreement**.

| Description of Payment<br>(1) | Percentage (to be quoted by the Bidders)<br>(2) |
|---|---|
| Revenue Share per Month equivalent to the percentage *(The quoted percentage figure must include three places of decimals)* indicated in Column (2), of the gross revenue earned by us from the operations of the Project Facilities and Services comprised in The OCT Project and BPS Project, by levy of Tariff during the month, in case the License for The Project is awarded to us. | ☐☐.☐☐☐ %<br>(The percentage quoted shall remain constant over the License Period). |

We confirm our understanding that Mumbai Port Trust has no obligation to accept the highest or any Bid and we undertake to accept without objection the conclusions of the evaluation procedure carried out by Mumbai Port Trust.

Dated this _____ Day of _____2005.

Name of the Bidder _____

Stamp of the Bidder_____

Signature of the Authorised person _____

Designation of Authorised Person _____

Contact Details _____

Witness : Signature _____

Name : _____

Address: _____

_____

_____

Contact Details: _____

मुंबई पोर्ट ट्रस्ट
MUMBAI PORT TRUST
स्थापत्य अभियांत्रिकि विभाग
CIVIL ENGINEERING DEPARTMENT

ICB

No. CE.CF.226 (CTP)/ 3795

Date : 29/8/05

Fax No. 56614025

To,
Gammon India Ltd.
Gammon Home, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 002.

(Kind Attn.: Shri Vijay Agarwal)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**
**- Request For Proposal.**

Ref: This office No. CE.CF.226 (CTP)/2109 dated 23.06.2005 - Prebid meeting held on 2.08.2005.

Sir,

Kindly refer to para 1.5 of Instructions to Bidders RFP Volume I. This is to inform you that date of submission of document in respect of bidders appointing Management Contractor has been postponed by a month i.e. on or before 29.09.2005.

The date of submission of proposal i.e. due date will now be 20.10.2005.

The modified Draft License Agreement and reply to queries raised in pre-bid meeting will be sent shortly.

You are requested to note the change and acknowledge the same.

Yours faithfully,

(A. J. LOKHANDE)
DY. CHIEF ENGINEER

# MUMBAI PORT TRUST
## CIVIL ENGINEERING DEPARTMENT

CE.CF.226 (CTP)/ 3090

21 JUL 2005

To,
Gammon India Ltd,
Gammon House,
Veer Savarkar Marg,
Prabhadevi,
Mumbai 400 025.

56614025

( Kind Attn: Mr. Vijay Agarwal )

**Sub; Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

**Postponement of Prebid Meeting scheduled on 28.07.2005.**

Sir,

Due to Inclement weather conditions in Mumbai, it has been decided to postpone the prebid meeting scheduled on 28.07.2005 to 02.08.2005 at 1100 hrs IST venue remaining the same.

You are requested to kindly note and acknowledge the same.

Inconvenience is regretted.

( A.J.LOKHANDE)
Dy. Chief Engineer

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No. 2611458 (P) 2614321
(Ext. 2031).

मुंबई पोर्ट ट्रस्ट
MUMBAI PORT TRUST
स्थापत्य अभियांत्रिकी विभाग
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
बेलार्ड इस्टेट, मुंबई ४०० ००१.
तार और केबिल : पोर्टट्रस्ट
दूरध्वनि क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2611458 (निजी) 2614321
(विस्तार 2031).

No.CE.CF.226(CTP)/ 2574

Date : [illegible] 2005

To,
Gammon India Ltd,
Gammon House,
Veer Savarkar Marg,
Prabhadevi, Mumbai 400 025.

Fax – 022 5661 4025

(Kind Attn : Vijay Agarwal
Constituted Attorney)

Dear Sir,

Sub : **Construction of Offshore Container Berths and Development of Container Terminal on BOT Basis in Mumbai Harbour and Operation and Management of BPS Container Terminal**

Ref : This office No.CE.CF.226(CTP)/2109 dated 23.06.2005.

In continuation of this office letter referred above, I have to inform you that the programme of pre-proposal meeting has now been revised in view of the requests by some of the bidders.

i) Last date for receiving queries regarding RFP document is revised to 21.07.2005.

ii) Pre-proposal meeting will be held on 28.07.2005 at 11.00 hours in MbPT Conference hall.

Kindly note the above changes and acknowledge the receipt of the letter. Inconvenience caused is regretted.

Yours faithfully,

(N. M. PUROHIT)
CHIEF ENGINEER

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable CEPTRUST
Telex No EDX BY 1
1161847-BPT IN
Tel. No. 2611456 (P) 2614321
(Ext 2031)

मुंबई पोर्ट ट्रस्ट
**MUMBAI PORT TRUST**
स्थापत्य अभियांत्रिकी विभाग
**CIVIL ENGINEERING DEPARTMENT**

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट हाउस, शूरजी वल्लभदास मार्ग,
बैलार्ड एस्टेट, मुंबई ४०० ००१.
तार और केबल : सेप्ट्रस्ट
टेलेक्स क्र. EDX BY 1
1161847-BPT IN
दूरध्वनी क्र. 2611456 (निजी) 2614321
(विस्तार 2031).

**No.CE.CF.226(CTP)/2574**

**Date : 8th July 2005**

To,
Gammon India Ltd.
Gammon Home,
Veersavarkar Marg,
P.O. Box - 9129,
Prabhadevi,
Mumbai - 400 028.

Fax . 24300221.

Dear Sir,

(Kind Attn : Mr. Parvez Umrigar)

Sub **Construction of Offshore Container Berths and Development of Container Terminal on BOT Basis in Mumbai Harbour and Operation and Management of BPS Container Terminal**

Ref This office No CE.CF.226(CTP)/2109 dated 23.06.2005.

In continuation of this office letter referred above, I have to inform you that the programme of pre-proposal meeting has now been revised in view of the requests by some of the bidders

i) Last date for receiving queries regarding RFP document is revised to 21.07.2005.

ii) Pre-proposal meeting will be held on 28.07.2005 at 11.00 hours in MbPT Conference hall.

Kindly note the above changes and acknowledge the receipt of the letter. Inconvenience caused is regretted.

Yours faithfully,

(N. M. PUROHIT)
CHIEF ENGINEER

CHIEF ENGINEER
MUMBAI PORT TRUST
Port House,
Bhoorji Vallabhdas Marg,
Ballard Estate,
Mumbai - 400 001
Telegram & Cable : CEPTRUST
Telex No. EDX BY 1
1181847-BPT IN
Tel. No 2611456 (P) 2614321
(Ext. 2031)

मुंबई पोर्ट ट्रस्ट
MUMBAI PORT TRUST
स्थापत्य अभियांत्रिकी विभाग
CIVIL ENGINEERING DEPARTMENT

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट हाउस, भूरजी वल्लभदास मार्ग,
बैलार्ड एस्टेट, मुंबई ४०० ००१.
तार और केबिल : पोर्टट्रस्ट
दूरध्वनी क्र.EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2611456 (निजी) 2614321
(विस्तार 2031)

No.CE.CF.226(CTP)/ 2109

Date : 23 JUN 2005

To,
Gammon India Ltd.
Gammon House, Veer Savarkar
Marg, P.O. Box - 9129, Prabhadevi,
Mumbai - 400 002.

Fax No. 56614025

(Kind Attn : Shri Vijay Agarwal)

Dear Sir,

Sub : **Construction of Offshore Container Berths and Development of Container Terminal on BOT Basis in Mumbai Harbour and Operation and Management of BPS Container Terminal.**

Ref : Your application - Request for Qualification dated 11.3.2005.

I am pleased to inform you that 'Board of Trustees of Port of Mumbai' has approved shortlisting of your firm for the above project subject to issuance of security clearance by Government of India in favour of your firm.

Meanwhile, the Request for Proposal document containing -

| | | |
|---|---|---|
| (i) | Vol.I - | Instructions to Bidders |
| (ii) | Vol.II - | Detailed Feasibility Report |
| (iii) | Vol.III - | Draft License Agreement |
| (iv) | Vol.IV - | Dock Scale of Rates |

is forwarded herewith through courier services for the necessary action at your end.

We look forward to continued interest and participation in pre-proposal meeting. The programme of pre-proposal meeting and submission of RFP document have been detailed in para 1.17 and 1.20 of RFP document.

Yours faithfully,

23/6

(N. M. PUROHIT)
CHIEF ENGINEER

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23-Jun 05

GAMMON

Date June 4, 2007

Chief Engineer
Engineering Department
Mumbai Port Trust
Port House,
Bhogi Vallabhdas Marg,
Ballard Estate, Mumbai- 400 001
FAX +91 22 22010804

Sh Rao 26 ufb
Sh Kesharsunder.
4/6

Ref: Your Letter No. CE.CP.226(CTP)/1363 dated May 16, 2007
Our Proposal/ Bid with a covering letter dated November 9, 2006

Dear Sir,

**Subject: Extension of Bid validity for construction of offshore container berths and development of container terminal and management and operations of Ballard Pier Station container terminal on BOT basis in Mumbai Harbour**

Please refer our Bid for the captioned project with the cover letter dated November 9, 2006 and subsequently your request for extension of validity of our Bid (vide your letter No. CE.CP.226(CTP)/1363 dated May 16, 2007)

We as the Lead Member, on behalf of our Consortium consisting of Gammon India Limited, Gammon Infrastructure Projects Limited and Dragados SPL, hereby extend the validity of our Bid by two months i.e. upto 08.08.2007. We have also organised to concurrently extend the Bid Security which shall reach you shortly

We look forward to the award of the License.

Kind regards,

For Gammon India Limited (Lead Member)

Sanjay Agarwal
Constituted Attorney

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GAMMON INDIA LIMITED
An ISO 9001 Company
GAMMON HOUSE, VEER SAVARKAR MARG, P.O. BOX NO. 9129, PRABHADEVI, MUMBAI-400 025, INDIA.
Telephone : 91 - 22 - 6661 4000 • 2430 6761 • Fax : 91 - 22 - 2430 0221 • 2430 0529
E-Mail : gammon@gammonindia.com • Website : www.gammonindia.com

310

GINEER
TTRUST
das Marg,
001
Cable : CEPTRUST
X BY 1
181847-BPT IN
1458, 56564031(O).
261 6804

**MUMBAI PORT TRUST**
**CIVIL ENGINEERING DEPARTMENT**

मुख्य अभियंता
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन, शुरजी वल्लभदास मार्ग,
सेलार्ड इस्टेट, मुंबई 400 001.
तार क्रोन केबिल : सेप्ट्रस्ट
दूरसंचार क्र.EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
56564031(निजी).
फॉक्स क्र. 2261 6804

CF.226(CTP)/ 3381

Date :1.8.2007

Fax No.
By Speed Post

To,
1. Gammon India Ltd
2. Larsen & Toubro Ltd.

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: Extension of validity.

---

Sir,

The extended validity of the Request for Proposal (RFP) bids submitted by you expires on 08.08.2007. Due to administrative process it may take some more time to finalise and award the License In terms of Clause 1.13.2 of RFP document, you are requested to extend the validity of your bid for a period of two months i.e. upto 08.10.2007. Also, the Bid security submitted in the form of Bank Guarantee needs to be extended by six weeks beyond the extended validity date as per clause no. 1.12 of the Instruction to the Bidders.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

(U.M.Suryavanshi)
Chief Engineer

O/C

c.c. to P.S. to Chairman for kind information of the Chairman.

c.c. to P.S. to Dy. Chairman for kind information of the Dy. Chairman.

c.c. to Financial Adviser and Chief Accounts Officer

Chief Engineer

E:\CTP\Letters to Bidders\letter-010807.doc1-Aug-07

CF 228 (CTP)

GAMMON

मुख्य ... Office
मुंबई ... TRUST
मा.र. ... CF-228 (CTP)
Inward No: 3814
दिनांक
Date: 31 AUG 2007

Reference No. PU/KB/004

August 29, 2007

To,
**The Chief Engineer,**
Mumbai Port Trust,
Port House, 3rd Floor,
Shoorji Vallabhdas Marg,
Ballard Estate,
Mumbai 400 001

Dear Sir,

**Subject :** **Power of Attorney in favour of new Constituted Attorney**

Reference: Appendix 1A of the Request for Proposal ("RFP") Submitted on 10th November, 2006 for the operation and management, including necessary developments, modifications and augmentation of facilities, of the Ballard Pier Station container terminal and development, construction, operation and management of an offshore container terminal on Build, Operate and Transfer ("BOT") basis in Mumbai Harbour ("Project")

We refer to Appendix 1A of our RFP submission for the Project wherein we had authorized Mr. Vijay Agarwal, as the constituted attorney of Gammon India Limited (GIL-Lead Member), for providing information, responding to the enquiries etc and for signing and filing relevant documents pertaining to the Project.

However, Mr. Vijay Agarwal has resigned from GIL and the undersigned is the new Constituted Attorney of GIL for the purposes of the Project. Therefore, we have issued a fresh Power of Attorney dated 2nd August, 2007, in the favour of the undersigned.

The fresh Power of Attorney is being enclosed with this letter for your records.

Yours Faithfully,
**On behalf of GIL (Lead Member)**

**Parvez Umrigar**
(Constituted Attorney)

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**GAMMON INDIA LIMITED**
**An ISO 9001 Company**
GAMMON HOUSE, VEER SAVARKAR MARG, P. O. BOX NO. 9129, PRABHADEVI, MUMBAI-400 025, INDIA.
Telephone : 91- 22 - 5661 4000 • 2430 6761 • Fax : 91 - 22 - 2430 0221 • 2430 0529
E-Mail : gammon@gammonindia.com • Website ...

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

क्र. : 1552 दिनांक :

AR 124252

विक्रेता सौ. ज्योती प्र. दुआ

६, कोडांजी चाल नं.-३, वासुदेव पेंडणेकर मार्ग,

टाटा हॉस्पिटल जवळ, मुंबई - १२.

श्री श्रीमती..... GAMMON INDIA LIMITED.

यांस न्यायिकेतर मुद्रांक पेपर विकला.

S.V. No. 205

स्टॅम्प वेंडर

परेल, मुंबई

No. 205

10 JUN 2007

27 JUN 2007

Officer

NOTARY Name:- NATVARLAL P. SONCHHATRA. Area - Greater Bombay. Reg. No. 772 GOVT. OF MAHARASHTRA

APPENDIX 1A

Dated: 2nd day of August, 2007

## POWER OF ATTORNEY

**To Whomsoever It May Concern**

Mr. **Parvez Umrigar**, domiciled at 164, Bora Bazar Street, 1st Floor, Fort, Mumbai 400 001, India, acting as Constituted Attorney of **Gammon India Limited**, the Company, having its registered office at Gammon House, Veer Savarkar Marg, Prabhadevi, Mumbai 400 025, India and whose signature is to provide information and respond to enquiries etc. as may be required by Mumbai Port

NOTARIAL NOTARIAL NOTARIAL NOTARIAL

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Trust or any governmental authority in connection with **Construction of Offshore Container Berths and Development of Container Terminal and Operations and Management of Ballard Pier Container Terminal on Build, Operate and Transfer (BOT) basis in Mumbai Harbour, India**, and is hereby further authorised to sign and file relevant documents in respect of the above.

(Attested signature of Mr. Parvez Umrigar)

**For and on behalf of Gammon India Limited**

Signature: Himanshu V. Parikh.

Name and Designation: Himanshu V. Parikh
(Executive Director)

ATTESTED BY MB
NATVARLAL P. SONCHHATRA
B. Sc. (Hons) L.L.B
NOTARY GREATER BOMBAY
02/08/07

226(Dar)/CTP/9

# INDIRA CONTAINER TERMINAL PVT LTD

मुख्य अभियंता का कार्यालय
Chief Engineer's Office
मुंबई पत्तन न्यास
MUMBAI PORT TRUST
आवक क्रमांक CF-226
Inward No: 4250
दिनांक
Date: 18 SEP 2007

EE/CTP

Mumbai Port Trust
Port House, 3rd floor,
Shoorji Vallabhdas Marg
Ballard Estate,
Mumbai – 400 001

Mumbai, the 18th September 2007

Attn.: The Chief Engineer

Dear Sir

**Sub.: Performance Guarantee**

**Ref.: Construction of Offshore Container Berths and development of a container terminal on Build, Operate and Transfer (BOT) basis in Mumbai Harbor and Operations and Management of Ballard Pier Station Container Terminal (BPS)**

Hereby we are pleased to inform you that the Consortium comprising Gammon India Limited, Gammon Infrastructure Projects Limited and Dragados SPL has duly incorporated the Joint Venture company as per the terms of the RFP documents, and named it INDIRA CONTAINER TERMINAL PRIVATE LIMITED (ICTPL), herein after referred to as ICTPL or the Company.

The Company has been incorporated with Corporate Identification Number (CIN) U63032MH2007PTC174100 / 2007-2008 on the 13th day of September, 2007 as per enclosed copy of the Certificate of Incorporation issued by the Assistant Registrar of Companies, Maharashtra, Mumbai.

Also we like to refer to the Letter of Intent (LOI) No. CE.CF.226(CTP)/3559 dated 8th August 2007 issued by your good selves. As per clause 2 of the said LOI, we are required to furnish Performance Guarantee amounting to Rs. 350 millions within 6 (six) weeks from the date of issue of the LOI.

However, as you are aware, the text of the Performance Guarantee to be provided by us (ICTPL) was defined with your team members and thereafter the final draft was submitted last week to the bankers for issuance of the same. Unfortunately, today we have been informed by the bankers (ICICI Bank), that in terms of RBI new guidelines, they are prohibited to issue a guarantee on behalf of any third party unless such a third party is "appraised" by them.


Registered Office –
Port House
Shoorji Vallabhdas Marg, Prabhadevi
Mumbai 400025 – India
Corporation number U63032MH2007PTC174100

Corporate Office
Hamilton House, 3rd floor
8 J. N. Heredia Marg – Ballard Estate
Mumbai 400038 – India
Tel/fax + 91 22 2270 5561

As you will undoubtedly appreciate ICTPL is a newly incorporated company in the process of opening bank accounts and completing other preliminary formalities post incorporation. Therefore, the bankers would require some time to complete the mandatory required appraisal formalities which would enable them to issue the Performance Guarantee on behalf of ICTPL.

In view of the above, we confirm the discussions held today at your office and kindly request you to accept the required Performance Guarantee from ICTPL by 28th September 2007 and consequently postpone the date of the signature of the License Agreement to the 10th of October 2007.

We look forward to your confirmation on above.

Thanking you in advance for your immediate reaction, we remain,

yours faithfully

**Dr. Antonio Passaro**
**Chief Executive Officer**

**Mr. Rajiv Negandhi**
**Chief Financial Officer**

**Encl.:** **Copy Incorporation Certificate ICTPL**



कल भी आज भी आज भी कल भी

कोड नं. / Code No. } 89165378

# प्रारुप 1
## पंजीकरण प्रमाण–पत्र

कार्पोरेट पहचान संख्या : U63032MH2007PTC174100 2007 - 2008

मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स

Indira Container Terminal Private Limited

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन–पत्र आज दिनांक तेरह सितम्बर दो हजार सात को मेरे हस्ताक्षर से मुंबई में जारी किया जाता है।

# Form 1
## Certificate of Incorporation

Corporate Identity Number : U63032MH2007PTC174100 2007 - 2008

I hereby certify that Indira Container Terminal Private Limited is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Mumbai this Thirteenth day of September Two Thousand Seven

(SHYAM SUNDER )

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies

महाराष्ट्र, मुंबई

Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

Indira Container Terminal Private Limited

GAMMON HOUSE, VEER SAVARKAR MARG, PRABHADEVI,

MUMBAI - 400025,

Maharashtra, INDIA

rt House,
oorji Vallabhdas Marg,
lard Estate,
nbai - 400 001
igram & Cable : CEPTRUST
x No. EDX BY 1
1181847-BPT IN
No.2261 1458, 66564031(D).
efax No.2261 6804

# MUMBAI PORT TRUST
## CIVIL ENGINEERING DEPARTMENT

पोर्ट भवन, शुरजी वल्लभदास मार्ग,
वेलार्ड इस्टेट, मुंबई 400 001.
तार और केबिल : सेप्ट्रस्ट
दूरध्वनी क्र. EDX BY 1
1181847-BPT IN
दूरध्वनी क्र. 2261 1458,
66564031(निज).
फॅक्स क्र. 2261 6804

D.CE.CF.226(CTP)/ / /

Date : 10.10.2007

To,
M/s. Indira Container Terminal Pvt. Ltd.
Gammon Home, Veer Savark Marg,
P.O. Box - 9129, Prabhadevi,
Mumbai - 400 025.

Special Post
**BY FAX 66614025**

Dear Sir,

(Kind Attn.: Shri Parvez Umrigar, Constituted Attorney)

**Sub: Construction of offshore container berths and development of container terminal on BOT basis in Mumbai Harbour.**

Ref: Your letter No.PU/DSC/KB/001 dated 23.08.2007.

Please find herewith enclosed corrigendum dated 4th October 2007 issued by the Ministry of Environment and Forest as regards the width of the berth.

Yours faithfully,

(Keshav Sundar)
Executive Engineer, CTP

DA : As above

E:\CTP\GIL\MOEF-Corrigendum.doc

No.10-18/2005-IA-III
Government of India
Ministry of Environment and Forests
(IA-III Division)

Paryavaran Bhavan,
CGO Complex, Lodhi Road,
New Delhi - 110003.

Dated the 4th October, 2007

## CORRIGENDUM

Construction of two offshore container berths and [illegible] of Container terminal on Build Operate and Transfer (BOT) basis in Mumbai [illegible] Environmental Clearance – [illegible]ding.

****

Reference is invited to this Ministry's clearance of even number [illegible] 9th June, 2006 and dated 9th [illegible]ber, 2006 regarding the above subject. The numbers "[illegible]5m" appearing [illegible] the second line of para 3 of the above letter dated 15th June, 2006 shall be substituted [illegible] instead of "[illegible]5m".

The rest of the terms and conditions of the [illegible] letter remain [illegible]ed.

(Dr. A. Senthil Vel)
Additional Director

To

Shri Keshav Sundar,
[illegible] Engineer,
Mumbai [illegible] Trust, Civil Engineering Department,
[illegible] Shoorji Vallabhdas Marg,
Ballard Estate, Mumbai – 400 001

Copy to:

1. The Chief Conservator of Forests (Central), Ministry of Environment & Forests, Regional Office, Western Region, "Kendriya Paryavaran Bhavan", Link Road No.3, Ravishankar Nagar, Bhopal -462016 (M.P.).
2. Principal Secretary, Environment Department, 15th Floor, New Administrative Building, Opposite Mantralaya, Madam Cama Road, Bombay – 400020.
3. The Chairman, Central Pollution Control Board, Parivesh Bhavan, CBD-cum-Office Complex, East Arjun Nagar, Delhi – 110032.
4. Member Secretary, Maharashtra Coastal Zone Management Authority, Maharashtra State Coastal Zone Management Authority, Maharashtra State Pollution Control Board, Kalpataru Point, 3rd and 4th Floor, Sion Matunga Scheme Road No.8, Opposite Cine Planet Cinema, Near Sion Circle, Sion (East), Mumbai – 400022.
5. DIG (SU), Regional Office Cell, Ministry of Environment & Forests, New Delhi.
6. Guard File.
7. Monitoring Cell.
8. Director (EI), Ministry of Environment & Forests, New Delhi.

(Dr. A. Senthil Vel)
Additional Director



JOHAR, ALTO.V FAX NO. : 91 0024360694 Oct. 09 2007 03:36PM P1

ICT

ऑफशोअर कंटेनर टर्मिनल परियोजना
Offshore Container Terminal Project

The Chief Engineer
Mumbai Port Trust
Port House, 3rd floor, Shooji Vallabhdas Marg
Ballard Estate, Mumbai – 400 001

मुंबई पोर्ट ट्रस्ट
MUMBAI PORT TRUST
आ. र. संख्या CF 226/5P/28
Inward No: Mumbai, 13 November 2007
दिनांक
Date: 13/11/07

Attention : Mr. Suryavanshi

Our ref : FIN/07-08/005

Subject : **LIST OF CHARTERED ACCOUNTANTS**

**Ref.:** **Construction of Offshore Container Berths and development of Container terminal on Build, Operate and Transfer (BOT) basis in Mumbai Harbour and Operations and Management of Ballard Pier Station Container Terminal (BPS)**

In terms of clause 8.25 of the draft License Agreement, we propose to appoint any of the following firms of Chartered Accountants as Statutory Auditors of the Company:

1. S. R. Batliboi & Associates (Ernst & Young)
2. Price Waterhouse
3. BSR. & Associates (KPMG)
4. S. B. Billimoria & Associates (Delloitte & Haskins)
5. Kalyaniwala & Mistry
6. Natvarlal Vepari & Company
7. C. C. Choksi & Company
8. A. F. Ferguson
9. Sharp & Tannon
10. Lovelock & Lewis

You may note that we have already appointed M/s S. R. Batliboi & Associates (Ernst & Young) as Statutory Auditors on 12 October, 2007 by a circular board resolution to hold office until the conclusion of the first Annual General meeting, as the company is required to appoint first auditors within 30 days of the date of incorporation.

Please acknowledge receipt.

Thanking you,

**For Indira Container Terminal Private Limited**

**Mr. Rajiv Negandhi**
**Chief Financial Officer**

**Mr. Jose Tharakan**
**Chief Administration Officer**

**INDIRA CONTAINER TERMINAL Private Limited**
Registered office : Gammon House, Veer Savarkar Marg, Prabhadevi, Mumbai 400 025 India
Corporate office : Hamilton House 3rd floor, 8 J.N. Heredia Marg, Ballard Estate, Mumbai 400 038 India
Tel.: + 91 22 40 33 25 55 Fax : + 91 22 40 33 25 67

## APPENDIX 33

# Performance Guarantee

# INDIRA CONTAINER TERMINAL PRIVATE LIMITED

September 26, 2007

To

The Chief Engineer
Mumbai Port Trust
Port House, 3rd floor, Shoorji Vallabhdas Marg
Ballard Estate, Mumbai – 400001

मुख्य अभियंता का कार्यालय
Chief Engineers' Office
मुंबई पोर्ट ट्रस्ट
MUMBAI PORT TRUST
Inward No: 4410
दिनांक
Date: 26 SEP 2007

Dear Sir

**Sub.: Performance Guarantee**

**Ref.: Construction of Offshore Container Berths and development of container terminal on Build, Operate and Transfer (BOT) basis in Mumbai Harbour and Operations and Management of Ballard Pier Station Container Terminal (BPS)**

We are glad to submit the Performance Guarantee for Rs. 350 millions along with this letter in terms of the clause 2 of the Letter of Intent (LOI) No. CE.CF.226(CTP)/3559 dated 8th August 2007 issued by Mumbai Port Trust (MbPT).

We also refer to letter dated September 7, 2007 issued by Gammon India Limited enclosing therewith the Draft License Agreement for the Project incorporating first set of comments from GIL-Dragados-GIPL consortium. We are yet to receive your comments / confirmations on the same. In view of this, we request you to suitably extend the date of signing the License Agreement.

Please acknowledge receipt.

Thanking you,
Yours faithfully

For Indira Container Terminal Pvt. Ltd.

**Mr. Rajiv Negandhi**
**Chief Financial Officer**

For Indira Container Terminal Pvt. Ltd.

**Mr. Jose Tharakan**
**Chief Administration Officer**

**Encl.: As above**


**Registered Office**
Gammon House,
Veer Savarkar Marg,
Prabhadevi,
Mumbai – 400 025
Tel.: +91 22 6661 4000

**Corporate Office**
Hamilton House, 3rd floor,
8 J. N. Heredia Marg,
Ballard Estate,
Mumbai – 400 038
Tel.: +91 22 2270 5561


Received on 26/9/07 at 5.15 PM. Pl. Inward

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

General Stamp Office, Mumbai
L.S.V. No. 205

महाराष्ट्र MAHARASHTRA

AT 758679

21 JUL 2007

Proper Officer

Shri. M. D. Kadam

क्र. : 1329 दिनांक :
विक्रेता श्री. ज्योतिष प्र. कुलकर्णी
६, कोलकाता बाग, ... मार्ग,
... ...
श्री श्रीकांत.....
... CANARA BANK
L.S.V. No. 205

1 AUG 2007

CANARA BANK CH-I FORT BOMBAY

07 BG 171

स्टाम्प वेंडर
परेल, मुंबई

26 SEP 2007

**BANK GUARANTEE TOWARDS PERFORMANCE.**

This Deed of Guarantee executed at Mumbai by Canara Bank , Warden House, Sir P.M.Road, Fort, Mumbai – 400 001, having its Head/Registered office at Bangalore - 560 002, (hereinafter referred to as "**the Guarantor**") which expression shall unless it be repugnant to the subject or context thereof include its executors, successors and permitted assigns;

**In favour of**

The Board of Trustees of the Port of Mumbai (hereinafter called "**the Board**") having its office at, Port House, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai 400 001, which expression shall unless it be repugnant to the subject or context thereof include the Board of Trustees of the Port of Mumbai, its successors and assigns;

**Whereas** the Board, vide its Request for Proposal dated 22nd June 2005 (hereinafter referred to as the "**RFP**"), invited proposals from the shortlisted bidders to implement the project envisaging (i) operation and management including necessary developments, modifications and augmentation of facilities, of the Ballard Pier Station Terminal; and (ii) designing, engineering, financing, constructing, equipping, operating, maintaining, repairing, replacing the Project Facilities and Services for Off-Shore Container Terminal ("**OCT**") during the pre agreed License Period in the Mumbai Port on build, operate and transfer ("**BOT**") basis ("**Project**").

...2...

CANARA BANK CH-I FORT BOMBAY

07BG 171 26 SEP 2007

**And Whereas** after evaluation of the bids received in response to the RFP, the Board accepted the bid of the consortium comprising of Gammon India Limited, Dragados Servicios Portuarios Y Logisticos S.L. and Gammon Infrastructure Projects Limited (hereinafter referred to as the "**Consortium**") and issued the Letter of Intent no. CE.CF.226 (CTP)/ 3559 dated 8th August 2007 for award of License ("hereinafter referred to as the "**LOI**") to the Consortium requiring, interalia, the execution of the license agreement (hereinafter referred to as the "**License Agreement**"), within 7 (seven) weeks of the date of issuance the LOI.

**And Whereas** in terms of the RFP / LOI, the Consortium has promoted and incorporated, M/s. **Indira Container Terminal Private Limited** a company registered under the Companies Act, 1956 having its registered office at Gammon House, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 025 (hereinafter called "**the Successful Bidder**" which expression shall unless it be repugnant to the subject or context thereof, include its executors, administrators, successors and assigns) and the Successful Bidder shall, as Licensee enter into the License Agreement with the Board for inter alia undertaking the implementation of the Project and to perform and discharge all its obligations there under.

**And Whereas** pursuant to the RFP, the LOI and the License Agreement, the Board has sought from the Successful Bidder, an unconditional and irrevocable Bank Guarantee for an amount of Rs. 350,000,000/- (Rupees Three hundred fifty Million only) by way of security for execution of the License Agreement for the Project and for guaranteeing the due construction of the Project Facilities and Services at the Off-Shore Container Terminal, and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnesseth that in consideration of the premises, we, Canara Bank, Warden House, Sir P. M. Road, Fort, Mumbai – 400 001 hereby guarantee as follows:

(i) The Successful Bidder shall execute the License Agreement on or before 26th September 2007 and shall construct the Project Facilities and Services at the OCT in accordance with the Implementation Plan contained in the Technical Proposal submitted by the Successful Bidder or as mutually agreed between the MbPT and the Successful Bidder.

(ii) We, the Guarantor, shall, without demur, pay to the Board an amount not exceeding Rs 350,000,000/- (Rupees Three Hundred and Fifty Million only), within five (5) days of receipt of a written demand therefore from the Board stating that the Successful Bidder has failed to meet its performance obligations as stated in Clause (i) above.

(iii) The above payment shall be made by us without any reference to the Successful Bidder or any other person and irrespective of whether the claim of the Port Trust is disputed by the Successful Bidder or not.

(iv) This Guarantee shall be valid and shall remain in force for a period of 36 months from the date of issue of this Guarantee i.e. upto and inclusive of **25.09.2010**.

(v) In order to give effect to this Guarantee the Board shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Implementation Plan or other documents by the Board or by the extension of time of performance granted to the Successful Bidder or any postponement for any time of the power exercisable by the Board against the Successful Bidder or forebear or enforce any of the terms and conditions of the Implementation Plan and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of the Board or any indulgence by the Board to the Successful Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

(vi) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

07BG 171

(vii) This Guarantee will not be discharged due to change in the constitution of the Bank.

(viii) It is also hereby agreed that the courts in Mumbai shall have the exclusive jurisdiction in respect of claims if any under this Guarantee.

(ix) The Guarantor has power to issue this Guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under

"Notwithstanding anything contained hereinabove:

i. Our liability under this Bank Guarantee shall not exceed Rs. 350,000,000 /- (Rupees Three Hundred and Fifty Million Only);
ii. This bank guarantee shall be valid upto **25.09.2010**; and
iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before **25.09.2010.**

In Witness whereof the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

For CANARA BANK

लेखाकार / Accountant  प्रबंधक / Manager
फोर्ट (मुख्य) शाखा, मुंबई - 400 001.
Fort (Main) Branch, Bombay-400 001

जया डी. कामत
JAYA D. KAMATH
अधिकारी OFFICER
ह.अ.सं. S.P. NO:44407.

अ. कां. छोवाला
A. K. CHHOWALA
प्रबंधक/MANAGER
ह.अ.सं./S.P. No. 32821

केनरा बैंक
CANARA BANK

FULLY COMPUTERISED
ISO 9001 : 2000 BRANCH
Visit our website: http://www.canarabankindia.com

FORT (MAIN) BRANCH
WARDEN HOUSE,
SIR P.M. ROAD, FORT,
MUMBAI -400 001.

TEL : 22870503 * 22870504 * 22871505 *
FAX : 22871181 * 22281364 *
e-mail ID: mcity0100@canbank.co.in

**********

REF : FB:GTEE: 07BG171 : AKC

DATE : 26/09/07.

REGISTERED AD

To,
The Board of Trustees of the port of Mumbai
Mumbai

Dear Sirs,

SUB : OUR GUARANTEE NO 07BG171 DT 26/09/07 FOR RS 3500,00,000/-

We confirm to have issued / extended the above bank guarantee valid till 25/09/2010 on behalf of our client M/S M/S. Gammon India Ltd.

The details are as under :

| BG NO | DATE OF ISSUE | BENEFICIARY | AMOUNT | DUE DATE | CLAIM PERIOD |
|---|---|---|---|---|---|
| 07BG171 | 26/09/07. | The Board of Trustees of the Port of Mumbai. | Rs. 35.00 Crores. | 25/09/2010. | 25/09/2010 |

The Original Guarantee / extension alongwith copies thereof have been handed over to the Representative of the Company / Firm, for onward transmission to you. A copy of the Guarantee / extension is enclosed for your comparison and confirmation.

Yours faithfully,
For CANARA BANK

Manager/Accountant/Senior Manager
फोर्ट (मुख्य) शाखा, बम्बई - 400 001.
Fort (Main) Branch, Bombay-400 001

अ. के. छोवाला
A. K. CHHOWALA
प्रबंधक/MANAGER
P.F.N./S.P. No. 32821

Ref. :
\FORMAT\GTEE.TXT

1616313

07BG171

ICT

**The Chief Engineer**
Mumbai Port Trust
Port House, 3rd floor, Shoorji Vallabhdas Marg
Ballard Estate, Mumbai – 400 001

Mumbai, 27 November 2007

Attention : Mr. U. M. Suryavanshi

Our ref : FIN/07-08/013

Subject : PERFORMANCE GUARANTEE - AMENDMENT

**Ref.: Construction of Offshore Container Berths and development of container terminal on Build, Operate and Transfer (BOT) basis in Mumbai Harbour and Operations and Management of Ballard Pier Station Container Terminal (BPS)**

This has reference to your letter No.CE.CF.226(CTP)/12 dated 10.10.2007 requiring amendment to the Performance Guarantee submitted by us vide our letter dated 26.09.2007.

We are pleased to submit the amendments to the original guarantee number 07BG171 dated 26.09.2007 for Rs. 350,000,000 issued by Canara Bank amending the relevant clauses as advised by you in your letter dated 10.10.2007 referred above.

Please acknowledge receipt.

Thanking you,

**For Indira Container Terminal Private Limited**

**Mr. Rajiv Negandhi**
**Chief Financial Officer**

**Mr. Antonio Passaro**
**Chief Executive Officer**

मुंबई पोर्ट ट्रस्ट MUMBAI PORT TRUST
प्राप्त RECEIVED
दि. Dt. 28/11
आ.क.ट.प. OCT Project
CIVIL ENGINEERING DEPARTMENT

केनरा बैंक
CANARA BANK

FULLY COMPUTERISED
ISO 9001:2000 BRANCH
visit our website: http://www.canarabankindia.com

FORT (MAIN) BRANCH
WARDEN HOUSE,
SIR P.M. ROAD, FORT,
MUMBAI -400 001.

TEL : 22870503 * 22870504 * 22871505 *
FAX : 22871181 * 22281364 *
e-mail ID: mcity0108@canbank.co.in

**********

REF : FB:GTEE: 0780171 DATE : 18-10-2007

REGISTERED AD

To,

The Board of Trustees of
The Port of Mumbai,
Port House, Shoorji Vallabhdas Marg,
Ballard Estate, Mumbai- 400 001.

Dear Sirs,

SUB : OUR GUARANTEE NO 0780171 DT 26-9-2007 FOR RS 350,000,000/-

We confirm to have issued / ~~extended~~ amended the above bank guarantee valid till 25-9-2010 on behalf of our client M/S Cocamann India Ltd.

The details are as under :

| BG NO | DATE OF ISSUE | BENEFICIARY | AMOUNT | DUE DATE | CLAIM PERIOD |
|---|---|---|---|---|---|
| 0780171 | 26-9-2007 | Port of Mumbai | 350,000,000/- | 25-9-2010 | 25-9-2010 |

The Original Guarantee / extension alongwith copies thereof have been handed over to the Representative of the Company / Firm, for onward transmission to you. A copy of the Guarantee / extension is enclosed for your comparison and confirmation.

Yours faithfully,

MANAGER

अ. कां. छोटाला
A. K. CHHOTWALA
MANAGER
P.O.S.S.B. No. 32821

AG:
\FORMAT\GTEE.TXT

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

General Stamp Office, Mumbai
L.S.V. No. 205
महाराष्ट्र MAHARASHTRA 821 विक्रेता : AU 309458

31 AUG 2007

24 AUG 2007

विक्रेता सौ. - [illegible] - कुर्ला
६, कोकणी [illegible], [illegible] मार्ग,
टाटा हॉस्पिटल जवळ, मुंबई - ४२.
श्री श्रीमती.....CANARA BANK
यांस व्यावसायिक मुद्रांक पेपर विकला.
L.S.V. No. 205

Proper Officer

Shri. [illegible] D. Kadam

सब रजिस्ट्रार
शिवडी, मुंबई

The Board of Trustees of the Port of Mumbai

Our Guarantee No.07 BG 171 dated 26.09.2007 for Rs.350,000,000/- Fvg: Yourselves, towards performance for envisaging (i) operation and management including necessary developments, modifications and augmentation of facilities, of the Ballard Pier Station Terminal; and (ii) designing, engineering, financing, constructing, equipping, operating, maintaining, repairing, replacing the Project Facilities and Services for Off-Shore Container Terminal .
A/c. Indira Container Termina l Pvt. Ltd.

At the request of Indira Container Termina l Pvt. Ltd., we hereby declare and agree that the following amendment is to be made to the above bank guarantee.

FOR : the date "22nd June 2005" appearing in 1st line of para 3 on page 1 of the bank guarantee.

READ : 23rd June, 2005

...2....

18 OCT 2007

गारंटी सं.
GUARANTEE NO. 07BG171



R : the expression "The Successful Bidder shall execute the License Agreement on or before 26th September 2007 and shall construct the Project Facilities and Services at the OCT in accordance with the Implementation Plan contained in the Technical Proposal submitted by the Successful Bidder or as mutually agreed between the MbPT and the Successful Bidder." appearing in sub para (i) of para 4 on page 2 of the bank guarantee.

READ : The Successful Bidder shall execute the License Agreement on or before 26th September 2007 or any other date agreed by the Board. The Successful Bidder shall construct the Project Facilities and Services at the OCT in accordance with the Implementation Plan contained in the Technical Proposal submitted by the Successful Bidder or as mutually agreed between the Board and the Successful Bidder.

"Notwithstanding anything contained hereinabove:

i) Our liability under this Bank Guarantee shall not exceed Rs 350,000,000/- (Rupees Three Hundred and Fifty Million only);

ii) this Bank Guarantee shall be valid upto 25.09.2010 and;

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 25.09.2010.

In all other respects the terms and conditions of the original guarantee remain unchanged.

कते केनरा बैंक/For CANARA BANK

प्रबंधक/Manager

A. B. [illegible]

Saturday, December 15, 2007

5:08:48 PM

**Original**

नोंदणी 39 म.

Regn. 39 M

# पावती

पावती क्र. : 9386

गावाचे नाव फोर्ट

दिनांक 15/12/2007

दस्तऐवजाचा अनुक्रमांक बबइ2 - 09337 - 2007

दस्ता ऐवजाचा प्रकार करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

सादर करणाराचे नाव: इंदिरा कंटेनर टर्मिनल प्रा लि तर्फे परवेझ उग्रीगर हे संचालक म्हणुन - -

| | | |
|---|---|---|
| नोंदणी फी | :- | 30000.00 |
| नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (552) | :- | 11040.00 |
| एकूण | रु. | 41040.00 |

आपणास हा दस्त अंदाजे 5:23PM ह्या वेळेस मिळेल

दुय्यम निबंधक
मुंबई शहर 2 (वरळी)

बाजार मुल्य: 1 रु. मोबदला: 0रु.

भरलेले मुद्रांक शुल्क: 500000 रु.

सह दुय्यम निबंधक
मुंबई शहर क्र. २

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे:

बँकेचे नाव व पत्ता: आय सी आय सी आयबँक ;

डीडी/धनाकर्ष क्रमांक: 117349; रक्कम: 30000 रु.; दिनांक: 15/12/2007

**ICICI Bank**

**ICICI Bank Limited**

BANKER'S CHEQUE

VALID FOR THREE MONTHS FROM THE DATE OF ISSUE

A/C PAYEE ONLY NOT NEGOTIABLE

(ISSUING BRANCH)

| BANK & BRANCH CODE | | LOC DD. NO |
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| 229 | D E | 117349 |

DATE: 15-12-2007

ON DEMAND PAY

JOINT SUB- REGISTRAR, MUMBAI CITY-1**********

OR ORDER

RUPEES Thirty Thousand only

Rs. ********30,000.00

FOR VALUE RECEIVED

LOC DD 211 ICICI BANK LIMITED

*Drawee Branch*

Vile Parle Branch: Kadamgiri Complex, Hanuman Road, Vile Parle(East), Mumbai - 400 057. *Authorised Signatory*

*Authorised Signatory*

⑈117349⑈ 400229025⑆ 000001⑈ 12

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY No. II

पावती-2
0330
538
2009

ELECTION COMMISSION OF INDIA
भारत निवडणूक आयोग
IDENTITY CARD
ओळखपत्र

MT/08/ 038/567670

| | | | |
|---|---|---|---|
| Elector's Name<br>मतदाराचे नाव | Bare Dilip<br>बारे दिलीप | | |
| Father's/Mother's Husband's Name<br>वडील/आई/ पति चे नाव | Atmaram<br>आत्माराम | | |
| Sex | M | लिंग | पुरुष |
| Age as on 1.1.94<br>1.1.94 रोजी वय | 20 | | |

Address / पत्ता
G-19,Sandam Chawl, Subhash Road
Vile Parle (E).
Bombay 400057
त-19, सांडम चाळ,, सुभाष रोड
,विलेपार्ले (पुर्व )
मुंबई - 400057

Electoral Registration Officer
मतदार नोंदणी अधिकारी
For 38-Vile Parle Assembly Constituency
38 -विलेपार्ले विधानसभा मतदारसंघा करिता

Place / स्थळ : Vile Parle / विलेपार्ले
Date / दिनांक : 21-11-94

This Card may be used as an Identity Card under different Government Schemes
हे पत्र शासनाच्या विविध योजनांसाठी ओळखपत्र म्हणून उपयोगात आणता येईल

190-0644

HE SEAL OF THE JOINT REGISTRAR, M. MUNICIPAL CITY NO. II MUMBAI

ELECTION COMMISSION OF INDIA
भारत निर्वाचन आयोग
IDENTITY CARD
ओळखपत्र

MT/08/038/570582

| | |
|---|---|
| Elector's Name | Gokhale Prasad |
| मतदाराचे नाव | गोखले प्रसाद |
| Father's/Mother's/ Husband's Name | Madhav |
| वडील/आई/ पतीचे नाव | माधव |
| Sex M | लिंग पुरुष |
| Age as on 1.1.95 1.1.95 रोजी वय | 20 |

Address Alkanand, Subhash [illegible]
Vile-Parle (E)
Bombay

पत्ता अलकानंद, सुभाष रोड,
विलेपार्ले (पूर्व)
मुंबई

(M. L. Pawar)
E.R.O.
38-VILEPARLE A.C.

Electoral Registration Officer
मतदार नोंदणी अधिकारी
For 38-VileParle Assembly Constituency
38-विले पार्ले विधानसभा मतदारसंघा करिता
Place / स्थळ : VileParle / विले पार्ले

Date / दिनांक : 10.11.1995

This Card may be used as an identity card under different Government schemes.
हे पत्र शासनाच्या विविध योजनांसाठी ओळखपत्र (हिंदी [illegible])

01990129

M. MAI CITY MUMBAI

मुंबई महानगर

मुंबई शहर

वार्ड नं. 2
5336
1996

दस्त गोषवारा भाग-1

दस्त क्र 9337/2007

५१२

दुय्यम निबंधकः
मुंबई शहर 2 (वरळी)

दस्त क्रमांक : 9337/2007

दस्ताचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

| पक्षकाराचे नाव व पत्ता | पक्षकाराचा प्रकार | छायाचित्र | अंगठ्याचा ठसा |
|---|---|---|---|
| इंदिरा कंटेनर टर्मिनल प्रा लि तर्फे परवेझ कंटेर हे संचालक म्हणुन - - घर/फ्लॅट नं: हॅमिल्टन हाऊस , 3 रा , जे एन हेरेडिया मार्ग ,वेलार्ड इस्टेट , मुं गल्ली/रस्ता: | लिहून घेणार<br>वय 44<br>सही | | |
| इंदिरा कंटेनर टर्मिनल प्रा लि तर्फे ॲन्टोनियो हे प्रमुख अधिकारी म्हणुन - - घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - इमारतीचे नाव: - इमारत नं: - वसाहत: - शहर/गा | लिहून घेणार<br>वय 48<br>सही | | |
| बोर्ड ऑफ ट्रस्टीज ऑफ मुंबई पोर्ट ट्रस्ट तर्फे अशोक कुमार वल हे उपाध्यक्ष म्हणुन - - घर/फ्लॅट नं: पोर्ट हाऊस , वेलार्ड इस्टेट मुं 01 गल्ली/रस्ता: - इमारतीचे नाव: - इमा | लिहून देणार<br>वय 48<br>सही | | |

सह दुय्यम निबंधक
मुंबई शहर क्र. २.

THE SEAL OF THE JOINT SUB-REGISTRAR, M.M.R. CITY No. II
मुंबई शहर क्र. २ संयुक्त दुय्यम निबंधक
MUMBAI

परवेज करुन देणार तथाकथीत [करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख] दस्तऐवज करुन दिल्याचे कबूल करतात.

दस्त गोषवारा भाग - 2

वबइ2
दस्त क्रमांक (9337/2007)
483

दस्त क्र. [वबइ2-9337-2007] चा गोषवारा
बाजार मुल्य :1 [illegible] 0 भरलेले मुद्रांक शुल्क : 500000

दस्त हजर केल्याचा दिनांक :15/12/2007 04:59 PM
निष्पादनाचा दिनांक :13/12/2007
दस्त हजर करणाऱ्याची सही :

पावती क्र.:9386 दिनांक:15/12/2007
पावतीचे वर्णन
नांव: इंदिरा कंटेनर टर्मिनल प्रा लि तर्फे परवेझ उम्रीगर हे संचालक म्हणुन - -

30000 :नोंदणी फी
11040 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

41040: एकुण

दु. निबंधकाची सही, मुंबई शहर 2 (वरळी)

दस्ताचा प्रकार :5) करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख
शिक्का क्र. 1 ची वेळ (सादरीकरण) 15/12/2007 04:59 PM
शिक्का क्र. 2 ची वेळ (फी) 15/12/2007 05:09 PM
शिक्का क्र. 3 ची वेळ (कबुली) 15/12/2007 05:11 PM
शिक्का क्र. 4 ची वेळ (ओळख) 15/12/2007 05:11 PM

दस्त नोंद केल्याचा दिनांक : 15/12/2007 05:11 PM

ओळख :
खालील इसम असे निवेदन करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.
1) प्रसाद गोखले - - घर/फ्लॅट नं: 11 अलकनंदा सोसा विलेपार्ले मुं 57
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

2) दिलीप दारे - - घर/फ्लॅट नं: सोडमवाडी विलेपार्ले मुं 57
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत:
शहर/गाव:-
तालुका: -
पिन:

दु. निबंधकाची सही
मुंबई शहर 2 (वरळी)

THE JOINT SUB-REGISTRAR M.M.C.A. CITY No. II MUMBAI

प्रमाणीत करणेत येते की,
दस्तामध्ये एकुण.... 483....पाने आहेत
पुस्तक क्रमांक १, बबई-२/ 8330/२००७
नोंदला दिनांक 14/12/2006

सह. दुय्यम निबंधक मुंबई शहर-२
अपीलची सुनावणी करण्या खेरीज निबंधकाचे सर्व अधिकार असलेला