

JSW Jaigarh Port Limited Tariff

Description	Scale of Rates	
	Mechanised Berth (# 1)	Non-Mechanised Berth (# 2)
Berth Type / No.		
Vessel Related Charges (Per G.T.)		
J-1 Port Dues (Per G.T. / USD)		
Upto 30000	0.33	0.21
30000 - 60000	0.33	0.33
Minimum Charges Rs. 50000 per vessel is applicable (Port dues applicable per call and maximum validity is 30 days)		
J-2 Pilotage & Towage (Per G.T. / USD)		
Upto 30000	0.36	0.36
30000 - 60000	0.48	0.48
Minimum Charges Rs. 50000/- per vessel G.T. upto 30000 & Rs. 75000/- for Others Includes one time Berthing and Un-berthing		
J-3 Berth Hire Charges (Per G.T. / Per Hour / USD)		
Upto 30000	0.015	0.010
30000 - 60000	0.020	0.015
Minimum Charges Rs. 25000/- per vessel G.T. upto 30000 & Rs. 50000/- for Others		
J-4 Anchorage Charges (Per G.T. / Per Hour / USD)		
Upto 30000	0.06	
30000 - 60000	0.09	
{A} Includes vessel occupying in anchorage for purpose of bunkering, taking ship's supplies or changing members of crew, but without loading or discharging cargo.		
{B} If a vessel arrives at Jaigarh Port and inspite of an availability of berth, the Master does not choose to berth the vessel for any reason (i.e. Option of Mater / Charter / Agent / Shipper / Receiver), then Anchorage charges as per Port Tariff is applicable.		
J-4a Cancellation OR Amendment of an application for Port Clearance		
Application for Port Clearance	NIL	
1st Re-application / Amendment	\$ 50	
Each subsequent Re-application / Amendment	\$ 100	
J-4b Fees payable by Bunker Craft Operator / Supplier		
Bunkering License (Bunker Supplier Fee)	\$ 150 per year	
Bunkering License (Bunker Craft Operator Fee)	\$ 150 per year	
Reinspection fee for Bunker Tanker	\$ 160 per inspection	

Administrative fee for retrieval of tank calibration table	\$ 15 per retrieval
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J-5 Shifting / Warping		
Shifting Charges	\$ 0.30 per G.T.	Minimum Pilotage Charges applicable
Warping Charges	\$ 0.15 per G.T.	

J-6 Barge Entry Charges		Rs. 1,00,000 per Activity
<p>The rate mentioned above is in addition to port dues / pilotage charges Activity includes berthing / un-berthing Any Tug used for Berthing / Un-berthing to be charged as per Port Tariff Pilotage will start / complete only when the barge is secured as a hip tow to the towing tug. If LOA > 70 mtrs. and beam > 25 mtrs, then acceptance will be on case by case basis.</p>		

J-7 Berthing Process Charges	
Pilotage Cancellation Charges	\$ 500 > if cancelled between One Hr. till pilot boarding
	\$ 1000 If cancelled after pilot boarding
Pilotage Detention Charges	NIL - First 30 min. delay from the nominated pilot boarding time
	\$ 1500 - Per 30 min. slab and applicable when delay is more than 30 minutes.

J-8 Un-Berthing Process Charges	
Pilotage Cancellation Charges	\$ 500 > if cancelled between One Hr. till pilot boarding
	\$ 1500 If cancelled after pilot boarding
Pilotage Detention Charges	\$1500 - For first 30 minutes delay from pilot boarding time
	\$ 1500 - for Subsequent delays on a slab of 30 minutes.

J-9 Additional Tug Hire Charges	
\$600 per Hour per Tug	Tug hire charges for any activity (berthing / un-berthing / shifting / warping / tug assistance at berth) other than personnel transfer.

J-10 Cold Move Charges	
1. Cold move will be carried out only on prior approval. Charges for each process of berthing / un-berthing / shifting will be 5 times the pilotage charges (subject to minimum clause).	
2. Tug hire charges will be as per the port tariff on an hourly basis.	

3. Whenever the engine fails during berthing / un-berthing / shifting / warping - It will be treated as cold move & will be charged at twice the normal pilotage charges (subject to minimum clause) and Additional tugs used for the movement will be as per port tariff on an hourly basis.

J-11 Penal Berth Hire

\$1000 per Hour per Tug per Hour

Applicable when Vessel is unable to commence cargo operations within 2 hours of All Fast time.

Applicable when Vessel is not ready to sail (i.e. Fail to book outward pilot memo) after 2 hours from the time of completion of cargo.

Applicable when Vessel discontinues cargo operations (loading / discharging) for vessel's own reasons.

J-12 Additional Charges as per requirement

1. Immobilization permission will be granted at port's discretion. An immobilization charge of Rs. 30000/- per day for the 1st day is payable, and thereafter at the rate of Rs. 15,000/- per 12 hour slab.

2. For vessels entering at Jaigarh Port limits & not using the berth facilities will be charged as follows :

a. Port dues at \$0.24 per G.T. (subject to minimum clause).

b. Anchorage charges at \$0.12 per G.T. per day.

J-13 Miscellaneous Service Charges

Security Rs. 2300/- per Calender Day / Guard

Garbage Rs. 1200/- per Collection

Gangway Rs. 4500/- per Calender Day

Hydra Rs. 8000/- per 4 hour slab (minimum)

Ship Chandelling Rs. 5000/- per shipping bill

Fresh Water Rs. 225/- per MT

Marine Entry Pass (Annual) Rs. 300/- per registered personnel per annum

Marine Entry Pass (Temporary) Rs. 200/- per person per month

Invoice Revise Rs. 20000/- per cancellation of Invoice

NDC Revalidation Rs. 1000/- per revalidation or changing NDC

Hot-work Permission Rs. 1000/- per 4 hour slab (minimum)

J-14 Ship to Ship Transfer Operations (STS)

For Mother Vessel

\$0.24 per day / G.T.

Port Dues

\$0.12 per day / G.T.	Anchorage Charges
INR 12/- per Ton	Wharfage and Cargo Throughput
INR 50000/- per Trip	Tug for inward customs clearance
INR 50000/- per Trip	Tug for outward customs clearance
For Mother Vessel	
\$0.24 per day / G.T.	Port Dues
\$0.12 per day / G.T.	Anchorage Charges
INR 100000/- Lumpsum	Pilotage Charges
INR 50000/- per Trip	Tug for inward customs clearance
INR 50000/- per Trip	Tug for outward customs clearance
INR 200000/-	Berthing Charges (Two tugs for max. 4 hrs. each).
INR 200000/-	Un-Berthing Charges (Two tugs for max. 4 hrs. each).

J-15 Tariff for Equipments / Gear Handling

Equipment	Rate	Slab Chgs(Min. chargeable - one slab - 4 hrs.)
1. Shore Crane	Rs. 40500/-	04 Hrs.
2. Forklift 32 MT SWL	Rs. 12500/-	04 Hrs.
3. Forklift shifting by Shore Crane	Every Shifting per activity	
	Rs. 3500/-	(jetty to hatch - 1 shifting)
		(hatch to jetty - 1 shifting)
		(one hatch to another hatch - 2 shiftings)
4. Shore Power Supply	Rs. 50/-	Per Unit / Hrs.
5. Excavator EX-200/210	Rs. 9500/-	04 Hrs.
6. Weigh Bridge Charges	Rs. 80/-	

J-16 Wharfage Charges (As per Maharashtra Maritime Board)

Commodity	Unit Per	Rate (Per MT)
Chemicals		
Soda Ash, Caustic Soda	M.Ton	60
Salt and Gypsum (Unprocessed)	M.Ton	15

Fertiliser and Fertiliser Raw Materials	M.Ton	90
Agri Products		
Food grains and pulses	M.Ton	90
Seeds, Vegetable Oil (Bulk)	M.Ton	90
Fruits, Betel Nuts, Vegetables	50 Kgs.	21
Molasses, Sugar, Onions, Guar Gum, Coconuts, Others	M.Ton	45
Oil Cakes, de-oiled extractions	M.Ton	45
Iron, Steel, Machinery		
Scrap, Shredded - Steel, Metal, Iron	M.Ton	150
Scrap - HMS, Others	M.Ton	150
Sponge Iron	50 Kgs.	45
HR / CR Coils	M.Ton	90
Pig Iron	M.Ton	60
Steel Pipes, Plates, Sheets, Cement Coated pipes	M.Ton	100
Machinery and parts	M.Ton / CBM	150
Minerals and Ores		
Bauxite, Bentonite	M.Ton	45
Calcinated Bauxite	M.Ton	45
Coal, Coke, Charcoal, Firewood	M.Ton	30
Lignite, Limestone	M.Ton	45
Flourspar	M.Ton	75
Other Commodities		
Cement, Clinker	M.Ton	45
Coal Ash / Fly Ash	M.Ton / CBM	25
All non hazardous solid cargo not listed in above	M.Ton	60

PORT RULES AND PORT CHARGES

JSW JAIGARH PORT, JAIGAD - PORT RULES

1. Authority

Indian Ports Act 1908 (No.15) sections 5, 6 & 21; MMB Act 1981; and Maharashtra Government Notification No..... Dated

2. Definitions

ACT - means the Indian Ports Act 1908 as amended.

MMB - means Maharashtra Maritime board.

MOS - means Ministry of Shipping, Government of India

IMO - means International Maritime Organization (an UN agency)

ISPS Code - means International Ships and Ports Security Code

ICS - means International Chamber of Shipping in London.

Navigable channel - means charted waters free of obstruction and adequate depth above chart datum for safe navigation

SOLAS - means International Convention on Safety of Life at Sea

Port Officer - means conservator of the port limits applicable as appointed by the MMB

Port Limits - as shown on Indian Hyd, Office chart annexed to this manual.

G.M. Marine - means qualified person appointed by the owners of the port and one who is responsible for safe operation of port activities.

Approved - means approved by JSW port and / or MMB.

3. Application

These Regulations apply to all ships entering; berthing and sailing from the JSW Jaigad port limit at all times covered by port operator's quality manual and are subject to international, national and local Rules with respect to carriage and handling of cargos with due regard to the hazards associated with such cargo.

These Regulations shall also apply to vessels at anchor with in the port limits and to vessels waiting for other than entry to the terminal except due to act of God.

Ships desirous of entering port limits shall communicate to Sr. V.P. & Unit Head / G.M. Marine / JSW Port office with all available means at intervals not exceeding 7 days / 5 days / 3 days / 2 days and 24 hours prior to arrival. The communication shall include but not limited to the Estimated Time of Arrival, Vessel particulars including last port of call, health questions for free pratique as per International Code of Signals, cargo details, name of consignee and consignor and name of ship's local agent responsible for port dues, indemnity for damage / wreck removal and Government levy as applicable. These Regulations shall also apply to vessels at anchor with in the port limits and to vessels waiting for other than entry to the terminal except due to act of God.

4. The said indemnity for wreck removal may be in the form of P&I cover. Central Government may issue Gazette notification appointing receiver of wrecks with powers conferred by Part XIII of Merchant Shipping Act 1958 as amended. Vessels may also be subject to inspection from the authorities from Maritime Security point of view as per approved security plans.

5. Immobilization in port limits is strictly prohibited without prior approval from port. Port is exposed to southwest seas. Minimum 12 good polypropylene mooring ropes of 56-mm size are required for berthing and maintaining vessel alongside
6. Pilotage is compulsory within the port limits. Pilot station is located and marked on Indian Hydrographic Chart No. 2011. Approach to port is from deep water.
7. Pilot on boarding shall exchange information pertaining to the vessel characteristics and hand over to the master a check list duly signed with approved passage plan and latest data of depths in the navigable channel provided the vessel has communicated all the required information at least 72 hours in advance of ETA, the agent may grant free pratique as appropriate.
8. Master is always in command of his vessel and pilot is only advisor to help berth the vessel at suitable berth. The pilot does not discharge functions of a loading master. These responsibilities are vested in the Sr. V.P. & Unit Head of JSW Port Jaigarh, Ratnagiri
9. The vessel at the time of docking and undocking should be free of all obstructions and provided with suitable fenders and free of discharging scuppers.
10. The vessel is responsible to provide safe access to the pilot when boarding and disembarking. The pilot ladder and accessories are to be as per annex to this manual. The vessel is also responsible for providing safe access to terminal persons and port officials when alongside. The vessel should rig a duly approved gangway with suitable safety net and lights.
11. The vessel may anchor within port limits with prior permission to JSW Port Control Tower. Anchor position is to be communicated to JSW Port Control Tower after anchoring.
12. Movement of vessels is controlled by the JSW Port Control. The vessels shall therefore maintain VHF watch on the assigned channels 16 / 67 or designated frequency.

Two tugs of about 40 / 50 ton bollard pull and a mooring boat are available to assist vessels for operation. Port movement is governed by prevailing weather conditions. The terminal is open for business full calendar year provided sustained wind is less than 26 knots and significant wave height is less than 1.5 meters.

Copy of tide tables applicable for the day can be obtained from port office / agent.
13. No hot work is permitted in jetty area when cargo operation is on.
14. Every vessel shall provide marine pollution control measures including contingency plan. Exchange of ballast water or discharge of dirty water ballast and bilges is prohibited. All vessels may be required to show logbook / oil record book to demonstrate compliance with international oil pollution measures and tier 1 oil contingency manual.
15. It is mandatory for vessel and port operator to report any incident of oil pollution to port officer and the nearest MMB / Coast Guard office by quickest means of communication and commence containment measures immediately. Dispersants if any should be of the approved type.

16. Mercantile Marine Department or its authorised representative may carry out port state control inspection, detention and arrest of vessels as permitted by law.
17. Port clearance may be granted by Superintendent of Customs on duty in Consultation with Sr. V.P. & Unit Head, provided the vessel has valid statutory certificates, endorsements and clean bill from the Port with respect to dues, levies, indemnity and cargo out turn.
18. All vessels when approaching to port limits shall keep clear of fishing grounds. They shall keep their movement known to JSW Port Control Tower to facilitate the traffic management in the vicinity.
19. Pilotage and other Marine services when sub contracted by Port shall be such as to generally comply with a recognised quality system.
20. The JSW Port, shall provide adequate life saving and fire fighting appliances at the site of cargo work and in accordance with applicable rules and codes of practices. Communication between ship and shore agreed as part of mandatory IMO ship shore checklist Procedure.
21. Personal injury or death shall be reported to JSW Port Control Tower. Basic medical facilities are available at JSW Energy Ltd., nearer to JSW Port.
22. Strict provisions of access control measures are in force. Seaward patrolling is undertaken periodically by craft on duty under the instructions of the Port Facility Security Officer. The Port is also subject to periodical Ship / Shore Security drills and security briefings.
23. Offenses and penalties under these Regulations are subject to the provisions of Merchant Shipping Act, Indian Ports Act, MMB Act and Factories Act as amended.
24. Latest Port charges / Tariff may be obtained from Sr. V. P. & Unit Head for ready reference.
25. This port is governed by approved Port Facility Security Plan and all vessels are subject to entry approval procedure in force including calling for details of International Ship Security Certificate (ISSC) issued by the Flag State. Continuous Synopsis Record (CSR), Declaration of Security (DoS) as appropriate.
26. The Penalty for non-compliance of above rules and regulations are mentioned in Port Tariff structure.

SAFETY

The Master,

Date : _____

Dear Sir,

Responsibility for the safe conduct of operations whilst your ship is at this terminal rests jointly with you, as Master of the ship, and the responsible terminal representative. We wish, therefore, before operations start, to seek your full co-operation and understanding on the safety requirements set out in the Ship / Shore Safety Check List which are based on safe practices widely accepted by the oil and tanker industries.

We expect you, and all under your command, to adhere strictly to these requirements throughout your stay at the terminal and we, for our part, will ensure that our personnel do likewise, and co-operate fully with you in the mutual interest of safe and efficient operations.

Before the start of operations, and from time to time thereafter, for our mutual safety, a member of the terminal staff, where appropriate together with a responsible officer, will make a routine inspection of your ship to ensure that the questions in the Ship / Shore Safety Checklist can be answered in the affirmative. Where corrective action is needed we will not agree to operations commencing, or should they have started, we may require them to be stopped until such action is taken.

Similarly, if you consider safety is endangered by any action on the part of our staff or by any equipment under our control you should demand immediate cessation of operations.

There is no compromise with Safety

Please acknowledge receipt of this letter by countersigning the attached copy.

Call Port Control Office on VHF Channel 16 and 67 or

Telephone : +91 2357 242551 / 2 / 3

Signed _____

for JPL

Date : _____ Time : _____

Signed _____

MV _____

Terminal information and Safety requirements

The following terminal information should be made available to all personnel, on board, involved in the cargo and / or ballast handling operations at JSW Jaigarh Port.

Emergency Procedures

Fire in the Terminal

Siren of three short blasts of 10 seconds each with 5 seconds break.

i.e. _____

Major emergency requiring evacuation of Terminal

Siren of two short blasts of 10 seconds and one long blast of 60 seconds

i.e. _____

Action

On hearing both of these signals all operations will cease, gears to be rested in position and preparations to be made for immediate evacuation of the berth.

Fire onboard

Succession of three short blasts on ship's whistle and continuous sounding of alarm bells. Advise JSW Port Control Tower by VHF Radio.

Action

Cease all operations, preparations to be made for immediate evacuation of the berth. Ship's crew to fight fire and take such action as required preventing fire from spreading.

Medical Emergency On Board

Advise JSW Port Control Tower immediately by VHF radio. The Terminal will advise the on-site Medical Centre.

Emergency Escape Route

Primary escape route is by gangway to jetty. A secondary means of escape must be provided on vessel's offshore side.

1. Ship's accommodation ladder to be rigged and ready for lowering.
2. Ship's lifeboat lowered to embarkation deck.

Safety Clothing

All ship's personnel working on deck must wear the appropriate personal protective equipment.

All Clear

One long blast of 30 seconds will be sounded from marine control centre

Emergency Contact Numbers

Sr. No.	Official Telephone No.	Telephone Nos.
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Fire Brigade Service

1	JSW Energy Limited, Jaigarh	+91 2357 242501 - 05
2	Ratnagiri Municipal Fire Services	+91 2352 220101, 238040
3	Finolex Fire Services	+91 2352 238027 - 30

4	Atul Karandikar (Head HSE - JSW Jaigarh Port)	+91 8380 007 162
5	Sanjay Thorat (HSE - JSW Jaigarh Port)	+91 9552 577 515

Ambulance

1	JSW Energy Limited, Jaigarh	+91 2357 242501 - 05 *400
2	Ambulance, Ratnagiri	+91 2352 222 222

Emergency

1	Control Room - Collectorate, Ratnagiri	+91 2352 226248
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JSW Jaigarh Port

1	Port Contact Nos.	+91 2357 242551 / 2 / 3 +91 9552 577 577 +91 9552 577 569
2	Jayesh Bhatt (Sr. V. P. & Unit Head)	+91 9552 577 164
3	Capt. Pankaj Nirmal (Head - Marine)	+91 9552 577 547
4	Atul Karandikar (Head HSE - JSW Jaigarh Port)	+91 8380 007 162

Health

1	Primary Healthcare Centre, Jaigad Dr. Bhatkar Dr. Kumbhar Dr. Amit	+91 9552 577 360 +91 9552 577 015 +91 9552 577 035 +91 9960 129 487
2	Primary Health Care Centre, Khandala	+91 2357 243 475
3	District Civil Hospital, Ratnagiri	+91 2352 222 363
4	Resident Medical Officer, Ratnagiri	+91 2352 222106
5	Casualty Ward - Govt. Civil Hospital, Ratnagiri	+91 2352 222166

Police

1	Asst. Police Inspector (Jaigad Coastal Police Station)	+91 2357 242 233
2	Police Control Room	+91 2352 222 222

Port

1	Light House - Jaigad	+91 2357 242 239
2	Port Officer - Ratnagiri	+91 2352 222 160

Private Hospitals

1	Dr. Lotlikar, Ratnagiri	+91 2357 221 195 +91 9422 052 209
2	Dr. Kamble, Khandala	+91 2357 243 402 +91 9423 047 309
3	Dr. Chintamani Jog	+91 2357 242 166 +91 9422 382 779
4	Dr. Patwardhan (Orthopaedic), Ratnagiri	+91 2352 226 269
5	Chirayu Hospital, Ratnagiri	+91 2352 230 565 / 820
6	Parkar Hospital, Ratnagiri	+91 2352 222 942 / 220 089

Passage Plan agreement between Master and Pilot

Following discussed in detail and agreed by the Master for the safe passage :

- Tides, currents, minimum depths in channel and at berth, minimum under keel clearance in channel and at berth.
- Master confirms 1) Navigation equipment 2) Main engines and machinery 3) Steering gear 4) Mooring equipment are tested (must be tested) and all are in working condition before any maneuvering to and from berths.
- Master must notify the pilot of any special conditions or peculiarities such as defective equipment, lines or gear that might impose special hazards in connection with handling mooring and / or loading / discharging of cargo.
- Vessel will not be berthed with unsatisfactory equipment. Full main engine power must be available for maneuvering ahead and astern.
- Anchors to be in readiness for any emergency.

- Tugs to be made fast by Tug's / Ship's lines as decided by Pilot. Normally two tugs are used i.e. one at break fo forec'sle and other for'd of the break of accommodation.
- If required, standby tug/s may be used for turning around at the turning basin / off the berth.
- No mixed moorings allowed.
- Normally mooring boats will pass all lines except springs.
- No. of mooring ropes at forward and aft sides are 3+2+2 / 4+2+2.
- Only polypropylene ropes are to be used. In case wires are to be used, they will be used as spring lines only, provided they have 40 meter long polypropylene tails. During berthing, the vessel must have a propeller immersion of 90% and a trim not exceeding 1% of LOA.

Instructions to Eliminate Pollution

It is the master's responsibility to ensure that no oil or oily mixtures, hazardous goods covered by IMDG code or any other offensive substance which could cause damage or injury to any person, property or environment is discharged from your vessel. In the event of such discharge, howsoever caused, the vessel's owner/ charterer shall be responsible for the cost and expenses of cleaning, and for any damages to the property/ environment or injury to persons, whether directly or indirectly, resulting from such discharge.

Condition of use of the Terminal

All ships visiting the JSW port and using or utilizing any facilities thereof shall do so at their sole and exclusive risk. Without prejudice to the generality of the foregoing, the following provisions shall apply to such use and these provisions shall be deemed to have been specifically accepted by any ship visiting the JSW port irrespective of whether such acceptance is specific, in writing or otherwise.

1. Assistance, Advice or Instruction

Neither the company (which expression shall hereafter include any owner or property used in conjunction with the property of the company) nor its employees or servants or agents (in whatever capacity they may be acting) or any person acting under or on behalf of the company shall be responsible for any loss, damage, injury or delay from whatsoever cause arising out of any assistance, advice or instruction whatsoever given / tendered, in writing or otherwise, in respect of any vessel. In all circumstances the Master and / or the owners and / or the operators of such vessel shall remain solely responsible for the safety and proper navigation of such vessel. The vessel and her owners shall indemnify the company, its employees, servants, agents and all persons acting under or on behalf of the company, or its agents against any loss or damage sustained by the company or its servants or its agents, its employees, and all persons acting under or on behalf of the company or for which the company shall be legally liable for any reason whatsoever including but not limited by reason of negligent navigation.

2. Use of Berths, Gear and Equipment

a) Whilst the company has undertaken all reasonable care to ensure that the berths, facilities and other premises of the company and the gear and equipment used in connection therewith are safe, the company does not represent, or warrant that the gear and equipment (including gangways where provided) used in connection therewith are safe or suitable for any vessel and any vessel using them shall do so and remain at the sole risk of the respective vessel owners or Master thereof as the case may be. In particular (but without prejudice to the generality of the foregoing) the safety or suitability of the gangway is the sole responsibility of the Master.

The company does not warrant the seaworthiness of any craft hired or used by any vessel nor its fitness for any particular purpose

b) The company shall not be responsible for the acts or defaults of any of its employees or servants or agents or of any Government Authority or its servants or agents, nor for any loss, damage, injury or delay from whatsoever cause arising that may occur to the vessel or her cargo or equipment or to the Master or any member of her crew whether on board or otherwise, or in the course of mooring or unmooring or raising or lowering of the loading lines or loading or discharging or otherwise howsoever or to any third party and the vessel, irrespective of whether the vessel is at berth or while approaching the anchorage or any other area or berths in the declared port area as shown in the terminal Information and rules manual already given to the Master. Owners shall hold the company or its servants or agents harmless and indemnified against all claims, damages, costs and expenses arising therefrom.

c) The company or its principal(s) or its agents or sub-contractors will not be responsible for any loss, damage, injury, detention or delay directly or indirectly caused by or arising from loss or damage or injury to human life, property, equipment or any part of the marine facilities, strikes, lockouts, or labour disputes or disturbances whether the company or its employees, principal(s), servants or agents are a party thereto or not.

2. Use of Berths, Gear and Equipment

The vessel and her owners shall, jointly and severally, hold the company, its servants, agents and all persons acting under or on behalf of the company or acting under or on behalf of Government Authority or its servants and agents harmless and indemnified from and against any and all loss or damage to the berths, gear, equipment or other premises of the company or its agents by reason of, during or in anywise relating to the use, by the vessel of the berths, gear or equipment, other premises or any craft of or provided by the company or its agents, or due to the visit of such vessel to the JSW port, irrespective of whether or not such damage has been caused wholly or in part or contributed to by negligence of or non-performance by the company or its servants or agents or any person acting under or on behalf of the company or on behalf of any Government Authority or its servants and agents.

b) The company shall not be responsible for the acts or defaults of any of its employees or servants or agents or of any Government Authority or its servants or agents, nor for any loss, damage, injury or delay from whatsoever cause arising that may occur to the vessel or her cargo or equipment or to the Master or any member of her crew whether on board or otherwise, or in the course of mooring or unmooring or raising or lowering of the loading lines or loading or discharging or otherwise howsoever or to any third party and the vessel, irrespective of whether the vessel is at berth or while approaching the anchorage or any other area or berths in the declared port area as shown in the terminal Information and rules manual already given to the Master. Owners shall hold the company or its servants or agents harmless and indemnified against all claims, damages, costs and expenses arising therefrom

c) The company or its principal(s) or its agents or sub-contractors will not be responsible for any loss, damage, injury, detention or delay directly or indirectly caused by or arising from loss or damage or injury to human life, property, equipment or any part of the marine facilities, strikes, lockouts, or labour disputes or disturbances whether the company or its employees, principal(s), servants or agents are a party thereto or not.

The vessel and her owners shall, jointly and severally, hold the company, its servants, agents and all persons acting under or on behalf of the company or acting under or on behalf of Government Authority or its servants and agents harmless and indemnified from and against any and all loss or damage to the berths, gear, equipment or other premises of the company or its agents by reason of, during or in anywise relating to the use, by the vessel of the berths, gear or equipment, other premises or any craft of or provided by the company or its agents, or due to the visit of such vessel to the JSW port, irrespective of whether or not such damage has been caused wholly or in part or contributed to by negligence of or non-performance by the company or its servants or agents or any person acting under or on behalf of the company or on behalf of any Government Authority or its servants and agents.

Applicable Law

These conditions shall be construed in accordance with the laws of India and if so required by the company, the vessel and her owners shall submit to the jurisdiction of the Indian Courts.

I, the undersigned, being the Master of M.V _____, flying the Flag _____, Built in the year: _____, Vessel Owned / Operated by _____

Do hereby acknowledge receipt of "the conditions of use of installations and services at JSW Jaigarh port limited" detailed above on behalf of the vessel, owners, operators and charterers and accepted. I confirm having received the port user's information manual and confirm that the crews of the vessel have read and familiar with the same for safe operations at all times.

Pilot _____

Master : _____

Name : _____

Name : _____

Date : _____

Date : _____