

PORTS AND TERMINALS ASSURANCE FACILITY QUESTIONNAIRE

In order to obtain a quotation from the facility, please complete this form as fully and as accurately as possible in English.

Insured Name and Address (please enclose port handbook):	
Insured Name:	MORMUGAO PORT AUTHORITY
Address:	NEW ADMINISTRATIVE BUILDING, HEADLAND, SADA, GOA-403 804.
Website:	https:mptgoa.gov.in
Year founded:	1 st JULY, 1964

Are you International Ship & Port Facility Security (ISPS) Code Compliant?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If no, please advise status of application:		

Please specify the insurances you require:			
Coverage	Required		
Core Coverage			
Port & Terminal Third Party Liability:	<input checked="" type="checkbox"/>	Yes	
Property, Equipment & Business Interruption:	<input checked="" type="checkbox"/>	Yes	No
Additional Coverage			
Port Craft including Protection and Indemnity:	<input checked="" type="checkbox"/>	Yes Complete Appendix I	No
Political Violence / War on Land::	<input checked="" type="checkbox"/>	Yes Complete Appendix II	No
Cyber:	<input type="checkbox"/>	Yes Complete Appendix III	<input checked="" type="checkbox"/> No
Environmental Impairment Liability:	<input type="checkbox"/>	Yes Complete Appendix IV	<input checked="" type="checkbox"/> No

Have you ever had any insurance policy cancelled or refused?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please advise reason:		

Signature: 

Name: ANANT V. P, CHODNEKAR

Date:

Position: FINANCIAL ADVISOR &
CHIEF ACCOUNTS OFFICER

GENERAL RISK INFORMATION

Type of Port:	
Are you a landlord or operational port? Please provide percentage split based on revenue:	
Landlord Port:	15%
Operational Port:	85%

Is the Port or Terminal government or privately owned:			
Government:	<input checked="" type="checkbox"/>	Yes	No
Private:	<input type="checkbox"/>	Yes	No

Insured Location(s) (including postal/zip codes), please include map of locations:
As attached

Management experience & years at company:

Number of Staff:			
Employed:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Number: 1234 (as on 31.12.2022)
Part of Labour Pool:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number: -
Independent Contracting Company:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Number: 41 (as on 31.12.2022)

Facilities, please enter the number of facilities available:			
Container terminals:	BERTH NO.10 & 11	Dry bulk terminals:	BERTH NO.10 & 11
Ro-Ro terminals:	-	Gas terminals:	-
Oil terminals:	BERTH NO.8	Passenger terminals:	BREAK WATER BERTH
Breakbulk / general cargo terminals:	BERTH NO.10 & 11	Grain terminals:	BERTH NO.10 & 11
Container depots:	BERTH NO.10 & 11	Warehouses:	BERTH NO.10 & 11
Temperature controlled warehouses:	-	Other (please specify):	-

Loss Prevention / Risk Management		
Please advise if you have the following in place:		
a) Risk / loss control management procedures:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b) Natural Catastrophe preparedness procedures:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Loss Prevention / Risk Management		
c) Pollution control / environmental impairment control:	√ Yes	No
d) Maintenance programmes in accordance with manufacturers guidelines:	Yes	√ No
e) Staff training programmes:	√ Yes	No
d) Fire detection and sprinkler systems in place in for all property and equipment:	√ Yes	No
Do you have any of the following Security Precautions in place:		
24 hour security guards?	√ Yes	No
All buildings / perimeter fences / gates alarmed?	Yes	√ No
Close Circuit TV (CCTV) / Security Cameras?	√ Yes	No
Do you maintain records of all security checks?	√ Yes	No
Distance to police station/check point	5 Kilometers	
Other? Please advise details:		

Have there been any labour / worker disputes or any protests / strikes within the last 5 years at the port or terminal?	Yes	√ No
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Have any of the locations had an independent survey of the property and equipment during the last twenty four months?	Yes	√ No
If yes, please provide copy of the report and have all recommendations been complied with?	Yes	No
If no, please provide details of when the recommendations will be completed: -To be advised by Marsh.		

THIRD PARTY LIABILITY

Please provide details of your insurance requirements:		
Requirement	Currency	Amount
Limit: : PORT & TERMINAL OPERATOR'S LIABILITY- REMOVAL OF WRECK / DEBRIS -	INR	ANNEXURE-A & B OF TENDER DOCUMENT
Deductible:	INR	
Current Premium: (INCL. OF GST)	INR	

Services:			
Please answer "Y" if performed by you, "S" if performed by your subcontractor and "N" if not provided:			
Stevedoring:	S	Dredging:	S
Marine terminal operator:	Y	Tugs:	Y
Navigational information and aids:	Y	Salvage / ship removal:	N
Marine traffic control:	Y	Bunkering:	S
Maintained water depths:	S	Dumpsites / landfill:	S
Buoys and lighting:	S	Waste disposal:	S
Pilotage:	Y	Diving:	N
Helicopter landing sites / airport:	N	Advice to other operators:	N
Warehousing:	Y	Security (e.g. Police):	S
Temperature Controlled Warehousing:	N	Emergency (e.g. Fire Services):	Y
Other (please specify):			

Contracts and Indemnities:		
Do you operate under your own Standard Trading Conditions or do you contract on Individual User Agreements, Port Tariffs, etc?. (Please provide copies)		
Standard Trading Conditions:	Yes	√ No
Individual User Agreements:	Yes	√ No
Port Tariff, act, bylaws, etc.:	√ Yes	No
Please advise your limit under contract with customers:	Limit:	
If you operate under contracts which differ from your Standard Trading Conditions, please provide details of where the contract is wider or more onerous: We operate on Port's tariff whereas in case of PPP Operations, individual user agreements are attached- Refer Annexure-III.		
Do you have a legal responsibility for any property and/or equipment which you hire, lease or rent. AS PER THE TERMS OF THE AGREEMENT	Yes	√ No
If yes, please provide details including but not limited to lease agreement, description, values, age, location including details of construction.		
Do you waive your rights of recourse under any contracts, agreements, etc.?	Yes	√ No
If yes, please provide details:		

Warehousing (Only answer this question if you provide warehousing services):		
Are you responsible for the cargo stored?		
No responsibility:	Yes	√ No
Responsible but no responsibility for force majeure:	Yes	No
Responsible including force majeure:	Yes	No
Please provide average and maximum value of good stored at any one time:		
Average value at any one time:	Not Applicable	
Maximum value at any one time:	Not Applicable	

Tenants and / or Subcontractors:		
Is there a requirement in your contract with tenants and subcontractors that they have adequate liability insurance?	Yes	√ No
If yes, what is the minimum limit that you require?	Limit:	
Do you check annually that all tenants and subcontractors maintain and renew their insurance?	Yes	No

Volumes:			
Please advise Cargo throughputs per Policy Year.			
Type	Last Year 2021-22	Current Year (upto DEC, 2022)	Next Year Estimate (2023-24)
Dry Containers (TEU's):	13350	2636	3652
Reefer/Tank Containers (TEU's):	705	103	
Containers (tonnes):	183441	26990	30000
Break Bulk (tonnes):	1933632	638701	1269000
Dry Bulk (tonnes):	15674688	10887157	14530000
Hazardous Wet Bulk (tonnes):	611433	638158	666000
Non-Hazardous Wet Bulk: (tonnes)	53047	12737	5000
Autos:	-	-	-
Total	18456241	12203743	16500000
No. of Passengers: (International & Domestic Cruise)	40201	64755	-

What is your annual revenue?		
Currency:		
Last Year 2021-22	Current Year	Next Year Estimate
₹457.65 CRORES	₹ 327.13 CRORES (upto Dec 2022)	₹450 CRORES

*ONLY OPERATING INCOME HAS BEEN CONSIDERED FOR BI

How many vessel calls per annum, please provide figures broken down into size of vessel:			
Vessel Size	Last Year	Current Year (upto Dec 22)	Next Year Estimate
Up to 5,000 GT:	3	21	-
5,000 to 15,000 GT:	66	37	-
Over 15,000 GT:	362	227	-

Claims History Summary:

Please attach a full itemised claims breakdown by loss (both paid and outstanding and any related fees or expenses including legal fees) for the last 5 complete years from ground up and advise of any deductible applicable. . -NIL

Year	Claims Paid		Claims Pending		Total
	Number	Amount	Number	Amount	

Notes:

If not included in attached itemised claims breakdown, please provide details here:

Following any incident(s) have there been any mitigating / loss prevention procedures put in place? If yes, please provide details:

PROPERTY, EQUIPMENT & BUSINESS INTERRUPTION

Please provide details of your insurance requirements:		
Requirement	Currency	Amount
Limit: Property & Equipment damage –		ANNEXURE-A & B OF TENDER DOCUMENT
Property Deductible: <ul style="list-style-type: none"> ▪ Physical Damage ▪ Equipment Damage 		
Business Interruption Deductible (Days):		
Business Interruption Indemnity Period (Months):		
Current Premium:		

Please provide a summary of property values broken down as follows (please attach a full itemised schedule with description, values, age, location including details of construction):		
Asset Type	Currency	Asset Value
Wharves, Docks, Quays and Jetties:	INR	ANNEXURE-A & B OF TENDER DOCUMENT
Buildings:	INR	
Warehouse/Storage Facilities:	INR	
Utilities and miscellaneous property:	INR	
Equipment:	INR	

Please provide details of your top 5 customers or suppliers		
Name	Services/Cargo	Revenue 2022-23 (upto Dec 22)
JSW Steel Ltd	HR coils, CR Coils etc.	58.63 CR
Hiralal & Co Ltd	Shipping Agent	56.48 CR
SWPL	Coal	32.48 CR
Adani	Coal	30.23 CR
IOCL	Petroleum Products	13.87 CR

Please provide the Maximum Possible Loss	To be advised by GLOBAL
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Please provide your annual maintenance budget	Rs.18 crores (approx..)
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Power Supply		
Is your electricity supply generated by yourself or through external means?		
Generated by ourselves:	Yes	No
External supplier:	√ Yes	No

Do you have a back-up / emergency generator?	√ Yes	No
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Is there alternative reserve equipment or means of access available to mitigate any claim?	√ Yes	No
If yes, please provide details:		

Claims History Summary:

Please attach a full itemised claims breakdown by loss (both paid and outstanding and any related fees or expenses including legal fees) for the last 5 complete years from ground up and advise of any deductible applicable. . -NIL

Year	Claims Paid		Claims Pending		Total
	Number	Amount	Number	Amount	

Notes:

If not included in attached itemised claims breakdown, please provide details here:

Following any incident(s) have there been any mitigating / loss prevention procedures put in place? If yes, please provide details:



ARTICLE 12

GENERAL RIGHTS, DUTIES AND OBLIGATIONS

12.1 Of the Concessionaire

(a) Applicable Permits

The Concessionaire shall at all times during the Concession Period maintain and comply with the Applicable Permits.

(b) Taxes & duties

The Concessionaire shall during the Concession Period pay in a timely manner all taxes, duties, levies, VAT, cess and charges including but not limited to income tax, sales tax, excise duty, customs duty, service tax 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 from any Government Authority, in respect of the Project/ the Project Facilities and Services.

(c) Insurance

(i) Insurance Requirement

The Concessionaire shall, at its cost and expense, purchase and maintain insurances as are prudent, including but not limited to the following:

- (a) builder's all risk insurance;
- (b) loss, damage or destruction of the Project Facilities and Services, at replacement value;
- (c) comprehensive third party liability insurance including injury or death to personnel of the Concessions Authority and others who may enter the Project Site or the Port's Assets;

- (d) workmen's compensation insurance;
- (e) marine cum storage cum erection insurance; and
- (f) any other insurance that may be necessary to protect the Concessionaire, its employees and its assets and the Concessioning Authority, its employees and agents engaged in or connected to the Project and the Project Site and Port Assets (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (e).

(ii) Insurance Cover & Insurance Companies


The Concessionaire shall insure all insurable assets comprised in the Port's Assets and/or the Project Facilities and Services and all insurable risks associated with the Project to the extent advisable in accordance with Good Industry Practice ("Insurance Cover").

(iii) Evidence of Insurance Cover

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

(iv) Application of Insurance Proceeds

Subject to the provisions of the Financing Documents, all moneys received under insurance policies shall be promptly applied by the Concessionaire towards repair or renovation or restoration or substitution of the Port Assets and the Project Facilities and Services or any part thereof which may have been damaged or destroyed and in respect of which the claim is lodged. The Concessionaire 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 Concessionaire 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.

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

The Concessionaire shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Concession Period and furnish certified copies of the same to the Concessions Authority. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 (ten) Days' clear notice of cancellation is provided to Concessions Authority in writing. If at any time the Concessionaire fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, the Concessions Authority may at its option purchase and maintain such insurance and all sums incurred by the Concessions Authority therefor shall be reimbursed with interest @ SBI PLR plus 2% (two percent) per annum by the Concessionaire forthwith on demand, failing which the same shall be recovered by the Concessions Authority by exercising right of set off or otherwise.

(vi) **Waiver of Subrogation**

All insurance policies procured in terms of the provisions hereof shall include a waiver of any right of subrogation of the insurers there under against, inter alia, the Concessions Authority and its assigns and successors and their respective subsidiaries, affiliates, employees 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 or in any way connected with any loss,



liability or obligation covered by such policies of insurance.

(d) **Indemnification**

The Concessionaire shall during the pendency of this Agreement and thereafter until all claims and demands in respect to the acts and omissions during the period of the Agreement as described hereunder are duly settled, indemnify and keep indemnified and otherwise save harmless, the Concessioneing Authority, 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 Concessioneing Authority, its agents and employees or third party as a result of any acts, deeds or thing done or omitted to be done by the Concessionaire or as a result of failure on the part of the Concessionaire to perform any of its obligations under this Agreement or on the Concessionaire committing breach of any of the terms and conditions of this Agreement or on the failure of the Concessionaire to perform any of its duties and/or obligations including statutory duties 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 Concessionaire 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 Concessionaire's use and occupation of the Project Site or Port's Assets and/or construction, operation and maintenance of the Project Facilities and Services.



(c) **Assignability**

Except as otherwise provided in this Agreement, the Concessionaire shall not assign its rights, title or interest in this Agreement in favour of any Persons without prior written consent of the Concessions Authority.

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

- (i) absolve the Concessionaire from its responsibilities to perform/discharge any of its obligations under and in accordance with the provisions of this Agreement; and
- (ii) authorize or be deemed to authorize the Lenders to operate the Project Facilities and Services themselves and any such assignment to operate shall be in terms of the Substitution Agreement.

(f) **Engagement of Contractors**

The Concessionaire may engage any Person possessing the requisite skill, expertise and capability for designing, engineering, procurement and construction of civil/mechanical / electrical engineering structures / equipment, and/or operation and maintenance of the Project Facilities and Services.

Provided:

- (i) the Concessionaire shall at all times be solely responsible for all its obligations under this Agreement notwithstanding any such engagement and anything contained in any Project Contracts or any other agreement, and no default under any Project Contract or agreement shall excuse the Concessionaire from its obligations or liability hereunder and the Concessionaire shall at all times be solely responsible for deficiency or delay in non performance or for any defect, the construction or

10/21/2017

erection and / or installation of the structures/equipment or any part thereof and for the operation and maintenance of the Project/the Project Facilities and Services in accordance with the provisions of this Agreement;

- (ii) the Concessionaire should have obtained requisite security clearance for the Contractor the Concessionaire intends to engage;
- (iii) the Concessionaire shall ensure that the Project Contracts contain provisions that entitle the Concessions Authority to step into such contract in its sole discretion in substitution of the Concessionaire in the event of termination or suspension of this Agreement; and
- (iv) any contract that it enters with an Affiliate in respect of the Project shall be on an arms length basis.

(g) Condition Survey

- (i) The Concessionaire agrees that at least 6 (six) Months prior to the expiry by efflux of time of the Concession Period, it shall, cause to be conducted at its cost by an Expert appointed by the Parties by mutual consent, 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 Port'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 therefor under this Agreement (normal wear and tear excepted) the Concessionaire 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 Concessionaire fails to comply with this provision, the Concessions Authority may itself cause the condition survey and inventory of the Port's Assets and Project Facilities and Services to be conducted and remove any defect or deficiency. The Concessions Authority shall be promptly



reimbursed by the Concessionaire 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.

- (ii) The Concessionaire shall as security for performance of its obligation in the preceding sub-article (i), provide/submit to the Concessions Authority a guarantee issued by a scheduled bank in India for a sum of Rs. 12.60 Crores (Rupees Twelve Point Six Zero Crores Only) at least 2 (two) years prior to the expiry of the Concession Period. In the event of Concessionaire's failure to provide such guarantee, the same shall be deemed to be a Concessionaire Event of Default and the Concessions Authority shall accordingly be entitled to terminate this Agreement in accordance with Article 15.

12.2 Of the Concessions Authority

(a) Assistance in obtaining Approvals, Permits and Licenses

The Concessions Authority shall, at the written request of the Concessionaire, but without guarantees and/or without assuming any responsibility in that behalf, issue recommendatory letters and make best efforts to assist the Concessionaire in obtaining all the Applicable Permits including renewals thereof. Provided that, nothing contained in this Article shall relieve the Concessionaire of its obligations under this Agreement to obtain the Applicable Permits and to keep them in force and effect throughout the Concession Period.

necessary clearance. The Licensee agrees and undertakes to comply with other regulations and directives concerning occupational hazards, as issued by the Licensor and relevant authorities from time to time.

10.6 Permits

The Licensee shall at all times maintain valid Permits or licences that may be required for construction and operation of the Terminal. Such Permits or licences shall be obtained by the Licensee at its cost from the concerned Government Authority.

10.7 Taxes, Customs Duties and Charges

The Licensee agrees and undertakes that during the Licence Period it shall pay all taxes, duties, levies, cess, assessment charges including but not limited to Income or Corporate Taxes, Customs Duties on imported material, equipment, machinery and spare parts that may be levied, claimed or demanded from time to time from the Licensee by any Government Authority or any other statutory body or corporation under any law, statute or any amendments to existing laws and statutes in respect of or in connection with construction and development, operation and maintenance of the Terminal.

Tax benefits and/or concessions available for the Licensee for investing in infrastructure facilities shall be ascertained by the Licensee. The Licensor may issue recommendatory letters, if required, as per procedure. The responsibility for getting any notification issued by any Government Authority for any benefits and/or concessions in taxes and/or customs duties and/or charges shall rest with the Licensee.

10.8 Insurance

10.8.1 Insurance to be Maintained

The Licensee shall, at its cost and expense, undertake and maintain insurance(s) as may be required by the Lenders. The Licensee agrees and undertakes to retain such necessary insurance throughout the Licence Period even after the Lenders' liability is discharged. However, irrespective of the Lenders' requirements, the Licensee shall undertake and maintain during the Licence Period such necessary insurance covers.

10.8.2 Evidence of Insurance Cover

Copies of all insurance policy(ies) (or appropriate endorsements, certifications or other satisfactory evidence of insurance) shall be delivered to Licensor by the Licensee.

10.8.3 Application of Insurance Proceeds

Subject to the provisions of this Agreement, all moneys received under any such policy(ies) shall be promptly applied by Licensee towards repair or renovation or restoration or substitution of Terminal or any part thereof, which may have been damaged or destroyed. The Licensee shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Terminal or any part thereof, shall, after such repair or renovation or restoration or substitution be in nearly the same or as good condition as it was before such damage or destruction. The Licensee shall proceed with such repair or renovation or restoration or substitution work as soon as reasonably possible after such damage / destruction irrespective of whether it has received its insurance claims or not.

10.8.4 Validity of the Insurance Cover

The Licensee shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Licence Period or till Termination, as the case may be, and furnish copies of the same to the Licensor.

10.9 Responsibility of Employees

The Licensee shall be solely responsible for any acts or labour unrest by its employees or its agents/its contractors and it shall be solely liable for any loss/damage caused to the Licensor due to such acts or labour unrest.

10.10 Indemnification

- (a) In the event of the Licensor's floating crafts damaging any of the property of the Licensee during the course of navigational activities, the Licensor shall be held blameless and not liable for any payment whatsoever in this regard. The Licensee shall take into account the conditions stipulated in Clause 121 of the Major Port Trusts Act, 1963.
- (b) The Licensee hereby agrees and undertakes that, during the Licence Period it 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 or put 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 failure or negligence on the part of the Licensee to comply with any statutory provisions or as a consequence of any notice, show cause notice, action, suit or proceedings, given, initiated, filed or commenced by consignee or