TRAFFIC DEPARTMENT

TM/635/2017/1574

TRADE NOTICE 2/2017

1. This trade notice lays down the Standard Operating Procedure (SOP) for the handling the railway rakes at Mormugao Port Trust (MPT) and covers all descriptions of railway rakes handled at MPT Railway Yard, siding at Berth no.10/11, the terminals of South West Ports Limited (SWPL) and Adani Mormugao Port Terminal Pvt. Ltd. (Adani) [referred to as party(ies)]. This has no reference to the other traffic handled that is so interchanged/ in pursuance to the respective business of the Terminal Operators or the Stevedore and Shore Handling Agents.

2. This SOP come into force on and from 1st February 2017 and shall remain in force until it is revised or modified.

3. HANDLING OF TRAFFIC

   i. The party will approach the MPT for availing services of providing empty rakes for loading or booking sidings for unloading the inward loaded rakes with necessary deposits and relevant documents.

   ii. MPT/Railway will accept the Indents for outward and loaded rakes, verify the same and if everything is in order, provide the services on "First-come–First served" basis according to the availability of resources.

   iii. The parties will receive the rake empty or loaded as the case may be on priority basis.

   iv. The loading or unloading will be done by parties using maximum possible equipments/resources and hand over the loaded or empty rakes to MPT for onward handing over to Railways.

   v. The freight/haulage and other charges will be applicable as per Railway Rates Circular issued from time to time and MPT Scale of Rates (SoR).

   vi. The parties should clean the siding by removing the unwanted materials like packing materials, dunnage, binding strips, etc. after the completion of loading/unloading of every rake and disposing them without polluting the environment or dirtying the railway yard. It shall be the responsibility of the respective parties to keep the yard clean free from any such material at all times.

   vii. The parties should take all possible pollution containment steps like covering the coal, sprinkling water, covering the loaded rakes, installing sprinklers/atomizers at silo, etc., to reduce/contain the air pollution.
viii. All the parties will have to interact with each other for the services availed or provided as the case may be. The decision on the matters relating to the operations, taken by the Traffic Manager or the officer of the Traffic Department acting on his behalf, shall be final and binding on all.

ix. The loading/unloading should be completed within the free time (as at Para 4 below) and demurrage will be levied for extra time taken on hourly basis at the rates as applicable from time to time.

x. The loading/unloading should be done with utmost care and any damage to the wagons or other machineries etc., will attract penalties in accordance with the claims raised by the Railways.

xi. All goods and coaching traffic from party's jurisdiction to Receipt & Despatch Yard (R&D Yard) of the Port and vice-versa shall be carried only in wagons supplied by SWR. These wagons should not be used by the Terminal Operators for the internal movement of traffic.

xii. All goods containing the wagons for or from the Terminal Operators shall terminate or originate at the respective siding in their yard.

4. FREE TIME

i. Free time for loading/unloading of goods from all rakes shall be as below:

<table>
<thead>
<tr>
<th>Operation</th>
<th>Free Time (in hrs)</th>
<th>Type Of Loading/Unloading</th>
</tr>
</thead>
<tbody>
<tr>
<td>Load To Empty</td>
<td>08:00</td>
<td>Consignment Handled by Crane</td>
</tr>
<tr>
<td>Empty To Load</td>
<td>07:00</td>
<td>Consignment Handled by Crane</td>
</tr>
<tr>
<td>Empty To Load</td>
<td>03:00</td>
<td>Under Silo</td>
</tr>
<tr>
<td>Empty To Load</td>
<td>05:00</td>
<td>Wagon Loader</td>
</tr>
</tbody>
</table>

ii. **LOAD TO EMPTY** - Eight (8) hours from the time of placement at sidings till completion of the rakes for dispatch. If the rakes are placed in two (2) spurs not simultaneously, then although time will remain the same, however, the total time will be accounted from the placement time of the first spur.

iii. **EMPTY TO LOAD** - Seven (7) hours from the time of placement at the sidings till the completion of the rake.

iv. **EMPTY TO LOAD** - Three (3) hours from the time of placement at the sidings under silo till the completion of the rake for dispatch (including covering of wagons with tarpaulin).

v. **EMPTY TO LOAD** - Five (5) hours from the time of placement at the sidings under wagon loader till the completion of the rake for dispatch (including covering of wagons with tarpaulin).
vi. The Free time includes 45 minutes for M/s SWPL and 30 minutes for M/s Adani for weighment and tarpaulin covering.

vii. Free time will be reckoned from the time the rake is handed over to the party.

viii. Detention/delay charges will be levied, if wagons/BOXNs are detained beyond the free time in accordance with the notified rates of SWR (wagon hire charges) for 4-wheeled, 6-wheeled and 8-wheeled wagons, per day or part thereof.

ix. No detention/delay charges shall accrue if the wagons are delayed beyond the free time allotted due to natural calamity or any other force majeure condition.

5. PAYMENTS

i. Payment of terminal and haulage charges are to be paid in advance to the Port before the arrival of indented rake for loading/unloading at the siding.

ii. Terminal and haulage charges shall be paid in advance by the party as estimation. This estimation shall be linked to the notification made by them in SAP system of the Port.

iii. In case of non-submission of original Railway Receipts (RR) at the arrival of inward rake, an indemnity bond and a copy of RR is compulsorily to be submitted at Asst. Traffic Manager (Railways) [ATM-R], Railway Division of the Port for such inward rakes before unloading them at the sidings of the party/MPT.

iv. Services shall not be extended in case if the remittances are not made in advance and any delay or loss due to this shall be at the sole risk and responsibility of the terminal operators/stevedores.

6. DEFECTS AND DEFICIENCIES NOTICED ON WAGONS

i. Instead of checking every wagon handed and taken over, SWR along with Port officials are jointly inspecting the wagons continuously for seven (7) days once in a year. It is therefore, agreed to arrive at the scale of deficiencies to be charged on the basis of such joint checks, once in a year.

ii. Deficiencies noticed during the period of seven (7) days of inspection is hereby agreed, to arrive at the scale of deficiencies to be charged. The bills for the deficiencies shall be forwarded to the terminal operators/stevedores, as the case may be, after receipt of the same from SWR and the bills will be accepted for payment promptly for each wagon handled at the rate shown in the IRCA rules.

iii. Damages suffered by the wagons in the premises of terminal operators after handing over by the Port shall not be charged, provided repairs are carried out by the terminal operators to the satisfaction to the railways as was being done earlier.
7. DERAILMENTS OF GOOD STOCK/ ENGINE/WAGONS

During derailment of good stock/engine/wagons in the premises of any of terminal operators or at Berth no 10, the re-raiment shall be arranged by the Port. However, all the charges for re-raiment which occurs after R & D yard shall be payable by the terminal operators.

8. DISPUTE RESOLUTION

Every dispute, difficulties or questions arising between the parties or any other persons claiming under them or arising out or in respect of this SOP shall be referred to the Chairman, MPT. The decision of the Chairman, MPT shall be final and binding.

Traffic Manager
19 Jan. 2017