



KRISHNAPATNAM PORT
BERTHING POLICY

With Effective From: 01st April, 2018

INDEX

1. Introduction.....	3
2. Abbreviations.....	4
3. Definitions.....	5
4. Berthing Guidelines.....	7
5. General Conditions.....	9
6. Special Conditions for Container Vessels.....	14
7. Miscellaneous.....	17
8. Free-Time Parameters.....	18
9. Anchorage Charges.....	18
10. Vessel Documentation.....	19
11. Contact Details.....	20
12. Disclaimer.....	20

INTRODUCTION

The objective of the Berthing Policy is to provide well-defined, transparent and non-discriminatory guidelines for the allocation of berths at the Krishnapatnam Port (the “Port”), based on vessel pre-notification, readiness, operational, administrative and statutory compliances. The aim of the Berthing Policy to achieve quick vessel turn-around time for facilitating efficient cargo handling.

The berthing of vessels is planned at a daily meeting, where the utilization of human resources, equipment and facilities are allocated in the most productive manner. Commercial vessels are berthed in terms of the Port Berthing Policy at the most suitable berth, according to the cargo to be handled, draft requirement, facilities required etc.

The Krishnapatnam Port is a geographically well-positioned, customer-centric, multi-cargo port that prides itself on flexibility and service excellence. It is the gateway for expanding markets, and is not only linked with the rest of the world, but it also has direct transport links into the heart of the East Asian countries. The Port has a container terminal with state-of-the-art infrastructure and poised to become future Transshipment Hub on the East Coast of India.

Being a congestion-free port allows it to maintain high cargo discharge/load rates, fast and efficient ship turnaround and unparalleled service levels. The Port is equipped to handle dry bulk, liquid bulk, break bulk, over-dimensional cargo, container cargo and general cargo.

The Port has quay length of 3225 meters and a Transit Storage Area of 6800 Acres and seamless road/rail connectivity through 25 km dedicated four-lane road connecting the National Highway-16 (Chennai - Kolkata) and a dedicated double railway line connecting the National Railway Grid.

ABBREVIATIONS

CBM	:	Cubic Meter
CFS	:	Container Freight Station
CT	:	Container Terminal
DG Shipping	:	Director General of Shipping
DO	:	Delivery Order
ETA	:	Estimated Time of Arrival
FCFS	:	First Come First Served
GOI	:	Government of India
GOAP	:	Government of Andhra Pradesh
KPCL	:	Krishnapatnam Port Co. Ltd.
KPCT	:	Krishnapatnam Port Container Terminal Pvt. Ltd.
IGM	:	Import General Manifest
IMO	:	International Maritime Organization
IPM	:	Inward Pilot Memo
ISPS	:	International Ship and Port Facility Security Code
ISSC	:	International Ship Security Certificate
ITC	:	Institute Time Clauses
LEO	:	Let Export Order
LOA	:	Length Overall
NDC	:	No Dues Certificate
ODC	:	Over Dimension Cargo
PANS	:	Pre-Arrival Notification of Security
P & I	:	Protection and Indemnity Insurance
PC	:	Port Control
POC	:	Port Operations Center
RMQC	:	Rail Mounted Quay Crane
SOLAS	:	International Convention for the Safety of Life At Sea
SOPEP	:	Shipboard Oil Pollution Emergency Plan
TEU	:	Twenty Feet Equivalent Unit
VHF	:	Very High Frequency
VCN	:	Vessel Call Number

DEFINITIONS

FOR THE PURPOSES OF THIS POLICY, THE FOLLOWING TERMS SHALL HAVE THE MEANING ASSIGNED TO THEM HEREUNDER:

- a. ***“All Made Fast”*** shall mean completion of mooring operations when the vessel has been safely moored to the jetty/berth.
- b. ***“Berth”*** shall mean a place in which a vessel is moored or secured for the purpose of loading and unloading cargo;
- c. ***“Break-bulk Cargo”*** shall mean Goods are carried in unitized form such as palletised, bagged, strapped, bundled, drummed etc;
- d. ***“Bill of lading”*** shall mean a document that establishes the terms of contract between a shipper and a transportation company;
- e. ***“Cargo”*** shall mean any solid, liquid or gaseous substance, product or hazardous material transported to, from, in or through the premises of the Krishnapatnam Port and involving the use of Port’s Facilities;
- f. ***“Cold Move”*** shall mean unavailability or failure including partial failure of propulsion system, power generation system, steering system, Safety equipment, Navigation equipment, sufficient number of Certificated crew or any other equipment required for the safe navigation of a vessel under the provisions of the Merchant Shipping Act, 1958, SOLAS and/or any other local regulations in force during berthing/unberthing/shifting process;
- g. ***“Container Terminal”*** shall mean the container terminal operated by Krishnapatnam Port Container Terminal (KPCT) Pvt. Ltd. at the Krishnapatnam Port;
- h. ***“Draft (or Draught)”*** shall mean the depth of a ship while in the water. Measured as the vertical distance between the waterline and the lowest edge of the keel;
- i. ***“Dry-bulk”*** shall mean loose, mostly uniform cargo, such as agri-bulk products, coal, fertilizer, and ores, that are transported in bulk carriers;
- j. ***“Dunnage”*** shall mean Material used in stowing cargo either for separation or the prevention of damage;
- k. ***“Moor”*** shall mean attach a ship to the shore by ropes;
- l. ***“No Due Certificate”*** shall mean certificate issued by the Port certifying that vessel has paid all the dues against her;
- m. ***“On-board”*** shall mean a notion used on Bill of Lading that cargo has been loaded on board of a vessel;
- n. ***“Overstay of vessel”*** shall mean vessel occupying the berth beyond the time allocated / permitted by the Port authorities;
- o. ***“Physical arrival of vessel”*** shall mean the time of arrival of vessel into the Port’s limits.
- p. ***“Port”*** shall mean the Krishnapatnam Port developed and operated by M/s. Krishnapatnam Port Company Limited;
- q. ***“Port Facilities”*** shall mean any wharves, docks, piers, sea channels, sheds, warehouses, land, structures, pipelines and extensions thereof and

-
- appurtenances there to, equipment and appliances of all kinds situated within the premises of and/or owned, operated or leased by KPCL;
- r. **“PortKonnnect”** shall mean web-based application that provides real-time access to the full range operational information in order to deliver effective and efficient services to port users;
 - s. **“Port Users”** shall mean any person (including a partnership, an association, a body corporate, an individual or any statutory authority, or their agents or representatives) who makes use, whether commercial or not, of the Port Services or Port’s facilities.
 - t. **“Shifting Movement”** shall mean movement of vessel: (i) from one berth to another berth (ii) from one berth to anchorage (iii) from anchorage to berth (after first call);
 - u. **“Transshipment”** shall mean a distribution method whereby containers or cargo are transferred from one vessel to another to reach their final destination, compared to a direct service from the load port of origin to the discharge port of destination;
 - v. **“Unmoor”** shall mean removal of the ropes that attach a ship to the shore;
 - w. **“Vessel Manifest”** shall mean declarations made by international ocean carriers relating to the ship’s crew and contents at both the port of departure and arrival.
 - x. **“Warping Movement”** shall mean physical shifting the vessels ahead / astern at the same berth with or without help of Tugs/Pilots.

BERTHING GUIDELINES

The Krishnapatnam Port, as a general rule, adopts the policy of berthing on First Come First Served (FCFS) basis. Container Vessels are generally accepted based on their berthing windows as agreed between Shipping Lines and the Container Terminal. For all cargo vessels, the following criteria will be adopted by the Port for determining the priority of berthing of vessels:

1. The vessel has duly submitted the required Declaration/Information/PANS (ISPS) prior vessel's arrival / statutory compliance of government directives as issued from time to time. Vessel agents are required to declare their vessels through **PortKonnnect** Application. All vessels related details are to be updated in vessel registration and voyage registration. The details should be entered as per the vessel's particular / certificates. In case any information is incomplete or missing in **PortKonnnect** Application, the vessel's application/request for berth will not be accepted.
2. Vessel has to send ETA at least 7/5/3/2 days and 24/12/6 hrs notices by mail/ **PortKonnnect** Application. Vessels should contact on VHF channel 12/16 to the Port Control and has to pass her firm ETA minimum three (3) hours prior arrival to the Port.
3. Vessels calling from nearby ports where the voyage duration is one (1) day or less in such conditions vessels should contact the Port by all available means. In any case vessels should send minimum of one (1) day notice.
4. All vessels must maintain listening watch on VHF Ch 12 during her entire stay in the Port and Port limits. Port Control may insist hourly reporting of vessels alongside or at anchorage in case of bad weather or Emergency conditions within the Port. Non-compliance to requirement of maintaining VHF listening watch may result in vessel losing seniority and/or Pilot Cancellation Charges and/or Pilot Detention Charges and/or Anchorage Charges and/or Overstay Berth Hire Charges as applicable in the case.
5. Vessel's owner/vessel agent shall pay assessed vessel related charges in advance as per the Pro-forma Invoice raised by the Port.
6. Vessel which has physically arrived within the Port limits & registered herself with Krishnapatnam. Port Control giving all the vessels particulars.
7. Seniority of a vessel will be counted basis the time of her physical arrival, filing of Inward Pilot Memo/Berthing Application, Cargo readiness, Cargo Documents readiness etc.,
8. Priority of the Vessels berthing are as follows:
 - Deep Draft vessels with more than 17 Mts draft
 - Container vessels
 - Other vessels

-
9. The vessels that stay longer than their planned days on the berth due to the less productivity than the agreed loading/discharge terms are liable to pay Overstay Berth Hire Charges as per the prevailing Port Tariff for the additional stay period beyond the scheduled stay, and vessel will lose their priority and may be required to shift to another berth, if available or to the outer anchorage in order to avoid delays to other planned vessels. This will be done at the Port's discretion and at the vessel's cost, time and risk.
 10. If vessel requires any preferred side (Portside/Starboard) alongside for berthing, then the such information should send for permission to the Port in writing well in advance.
 11. The vessels with wire mooring ropes will not be accepted at the Port.
 12. The Port will have absolute rights, which will supersede any other rights of any other party, in order to ensure safe handling and navigation of vessels.
 13. For bulk/break-bulk vessels, seniority will only be considered when 80 % with LEO of the cargo is available inside the Port and ready for loading.
 14. Only vessels which have been discussed in the Port's Berth Planning Meeting will be considered for allocation of berth during next 24 hrs berthing or till next Berth Planning Meeting.
 15. The vessel's engine and steering gear should be available for use at all times during the manoeuvre. If a vessel's engine or steering fails during any point of the berthing/un-berthing /shifting manoeuvre, it will be treated as cold move and will be charged as per prevailing Port Tariff.
 16. The Port may permit priority berthing for vessels as per Government guidelines/directives.
 17. Any vessel deficiency must be reported to the Port well in advance through email/PortKonnnect Application to Port Operations Centre "poc@krishnapatnamport.com" or through VHF on Channel 12/16 to the Port Control prior berthing/un-berthing/shifting/warping operations. Non-reporting of such deficiency will cause vessel to lose her seniority and may be charged as per the Port's discretion. If engines or steering is not available, then these manoeuvres will be considered as cold move and charged as per prevailing Port Tariff.
 18. If the Port is required to grant ousting priority to any vessel for whatsoever reason, all related charges including but not limited to viz. shifting of other vessel, time lost, equipment idling etc will be payable by the vessel requesting ousting priority.
 19. A junior vessel can be berthed by superseding the senior vessel due to space constraint or permitted draft at available berth, however the junior vessel is shifted due to any reason then she will revert back to her original position in the seniority list.

-
20. The Port shall not be responsible for any delay in Pilotage, Berthing, Ingress or Egress for any reason whatsoever.
 21. A vessel refusing an allocated berth for any reason will lose her seniority.
 22. All the Edible Oil Tanker vessels intending to call the Port are deemed to have agreed for unloading of Edible Oil Cargoes while staying double banked with other vessels alongside berth.
 23. The maximum age of the vessels acceptable to the Port is as stipulated by the DG Shipping.

GENERAL CONDITIONS

1. A vessel will not be considered for berthing, if a vessel:
 - i. is poorly maintained and is considered unsafe for berthing by the Port.
 - ii. has defective or non-functional ship's equipment.
 - iii. has invalid statutory certificates, including expired load test certificates of cargo gears
 - iv. is blacklisted by the Port/ Port State Control/ Flag State.
 - v. is not manned as per Safe Manning Document.
 - vi. does not produce proper proof to show that the vessel is suitably insured under DG Shipping authorized P & I club to cover the risk of damage to any Port installations (fixed and floating), wreck removal, water, air Pollution and consequent civil liability and any other risks applicable. Restrictions/Instructions/Circulars issued by GOI and GOAP will be strictly adhered to.
2. Vessel should arrive and depart the Port either on even keel or with a positive trim max of 2.0 mtrs ensuring complete submersion of the Propellers. In no case should the vessel be trimmed down by the head or have a list of more than 0.3 degree. In case a vessel is found to be trimmed down by head, the movement of such a vessel may be cancelled for safety reasons and all relevant charges are levied as per the prevailing Port Tariff. Such vessels will be provided pilot only after they have corrected their list and trim.
3. All the vessels are required to place a safe Gangway within twenty (20) minutes from All Made Fast time, beyond which Overstay Berth Hire Charges are applicable.
4. Non- Container vessels allocated berth at the Container Terminal shall vacate the berth for a container vessel which has priority at the berth. Shifting Charges for the same shall be borne by the vacating vessel. A minimum one (1) hour notice for shifting will be given to the vessel.
5. Vessel should declare her arrival and departure drafts at dock water density of 1.015.

-
6. The Draft Survey of a vessel which is down by head and listed more than 0.3 degrees will not be carry out unless the vessel comes on even keel and reduces the list to Zero. All delay, detention and cost arising from negative trim, list exceeding 0.3 degrees and inability to comply with minimum draft and trim requirement will be on vessels account.
 7. During vessels entire stay in the Port should maintain trim by stern max of 2.0 mtrs and zero list.
 8. For Bulk/Break-bulk vessels, Delivery Order ('DO') has to be submitted by the vessel agent to the Port prior berthing of the vessel.
 9. In event of any dispute with vessel/vessel agent, vessel may be shifted to anchorage after completion of cargo operation and detained till the matter is resolved. The vessel will be on hold till the payment of all the Port Charges, completion of all formalities, issuance of the No Dues Certificate ('NDC') by the Port Authorities and Port Clearance from the Customs. The vessel agent who declares the vessel will remain responsible for payment of all marine services related dues.
 10. Vessel Masters are required to read, understood, sign and stamp the rules and regulations of the Port given by the pilot prior enter into the navigational channel.
 11. A Vessel may be removed from the berth and shifted to an alternative berth/anchorage, at the cost, time and risk of the vessel, for the following reasons.
 - i. If the vessel or her cargo is considered unsafe or hazardous for safety of the Port or the environment.
 - ii. If the vessel is equipped with poor and unsafe cargo gear.
 - iii. If the vessel does not correct deficiencies pertaining to safety brought to her notice within the stipulated time by the Port/ Port state/ Flag state authorities.
 - iv. In case the weather deteriorates or is likely to deteriorate.
 - v. If the stowage of cargo is improper or incorrectly declared.
 - vi. The vessel is under performing as per agreed terms or idling at the berth without proper justification, the vessel will be un-berthed and applicable Shifting Charges will have to be borne by the vessel.
 - vii. In case of non-corporation of the vessel/vessel staff/vessel agent
 - viii. Whenever vessel is shifted to accommodate another vessel having priority at the adjacent berth and unless the vessel shifts another vessel cannot be berthed at the adjacent berth due to length restriction then arriving vessel shall pay the Shifting Charges of the shifting vessel.
 12. The progress of the performance of a vessel alongside will be monitored continuously. If vessel is underperforming, the vessel agent will be advised in writing to improve performance. If the vessel's performance is found unsatisfactory beyond a period of another six (6) hours such vessels may be shifted to an alternative berth/anchorage at the Port's discretion at vessel cost and time. The Port reserves the right to impose Overstay Berth Hire Charges for the period of such under performance.

-
13. Vessels idling at berth due to reasons beyond their control such as heavy weather, rain, conveyor problems etc., may be shifted to anchorage at the Port's discretion for the purpose of accommodating other vessels. The cost and time shall be on the vessel's account.
 14. All the vessels arriving at the Port are required to be in a state of readiness to accommodate another vessel 'Double banked' for the purpose of discharging Liquid Cargoes, carrying out repairs, surveys, inspections or bunkering etc. All the tanker vessels are required to be in a state of readiness to discharge cargoes while double banked with another vessel alongside berth. The Port shall provide the fenders of suitable capacity between the two vessels for the purpose of safe operations and the access between two vessels shall be provided by the vessel with higher freeboard.
 15. Swapping of berthing-seniority between vessels may be permitted by the Port at their sole discretion when the agent or agents of the two vessels and/or the respective cargo interests jointly request the Port for exchange of seniority and indemnify the Port against any claim however and whatsoever should arise there from. Howsoever, if the berth is vacant and junior vessel (which is not arrived at the Port's limits) request for berthing ahead of senior vessel (which is waiting at anchorage), Anchorage Charges are applicable on waiting vessel till the arrival of junior vessel.
 16. No Charges shall be levied for shifting of a vessel for the Port Convenience. "Port Convenience" is defined to mean the following:
 - i. If a working cargo vessel at berth is shifted to undertake hydrographic survey work, dredging, repair and maintenance of berth, or such other similar activities whereby shifting is necessitated, such shifting shall be considered as "SHIFTING for PORT CONVENIENCE". The shifting made to reposition such shifted vessel is also considered as "SHIFTING FOR PORT CONVENIENCE"
 - ii. Whenever a vessel is shifted from berth to accommodate another vessel which can not be berthed at other berths due to draft and LOA restrictions vessel is considered as "SHIFTING FOR PORT CONVENIENCE".
 - iii. Whenever a vessel is shifted to accommodate another vessel carrying hazardous cargo which needs adjacent berth to be kept vacant for safety reasons is also considered as "SHIFTING FOR PORT CONVENIENCE"
 - iv. By making an application for, and accepting, the berth or other services and facilities in the Port, the vessel and the vessel agent agrees to be bound by the provisions of the General Terms and Conditions for Services and Facilities & the general tariff & charges at the Port issued and amended from time to time by the Port.
 17. As a general rule, the Port does not grant permission for Immobilization of vessels. The Port may grant such permission on a 'case-to-case basis' and charges for same as per prevailing Port Tariff.
 - i. If vessel intends to carry out Main Engine (M/E) maintenance work during her Port stay, the Port will grant Immobilization Permission

-
- subject to the following terms and conditions at the Port's discretion. After completion of permitted time, fresh Immobilization requisition has to be filed for completion of the remaining work. The Immobilization should be completed prior to completion of cargo operations. The Master of the vessel should inform Port Control on VHF Ch-12 prior immobilizing the vessel's engine and after repairs have been carried out. In case the vessel is unable to sail out after cargo completion due to engine repairs in progress, then Overstay Berth Hire Charges will be applicable.
- ii. Permission will have to be obtained in writing.
 - iii. Master to ensure that the vessel remains safely alongside and if required to double up the moorings.
 - iv. The Port will give short notice to get the vessel's engine ready in case of emergency however the maximum notice time will be One (1) hour.
 - v. In case, the vessel is unable to remain alongside the berth for whatever reason, any pilot / tug / mooring crew assistance provided by the Port will be on a chargeable basis.
 - vi. Cancellation of Immobilization request shall be considered only if it is rendered three (3) hours prior to all fast time or else charges will be applicable. If vessel is already at berth at the time of request then once permission granted the charges will remain applicable.
18. Vessels should not carry out operations like lowering life boat/ rescue boat, any type of drill, diving operations, main engine immobilization, Hot work, any vessel side painting, hold/vessel side cleaning etc without having prior written approval from the Port.
 19. Vessels should comply with all the applicable Indian rules and regulations, vessel's flag state rules and regulations and IMO rules and regulations during her entire stay within the Port's limits.
 20. Vessels must provide adequate mooring arrangement and Rat guards are properly affixed in all mooring ropes.
 21. Vessels must clear the slippery areas (greasy/oily areas) in the passageway, access ladder to the cargo hold, vessel's cranes, gangway etc.
 22. Vessels must provide adequate lighting at all the working spaces on board and passageways.
 23. Vessels should provide the safe access to / from each cargo bay.
 24. Vessels must ensure that all cargo spaces been ventilated for safe access/working by the workers for cargo operations and all the hatch covers and Booby hatch covers been opened and secured safely to prevent any movement.
 25. Vessel's lifting equipment / gear and other equipment used in the operation are in good working condition and have a valid certificate(s) on board.
 26. Vessels should not cause any oil spillage into the sea and around the vicinity of working areas.

-
- 27. Damage to Port Facilities / Equipment / Personnel:** In case the vessel for whatsoever reason causes any damage to any persons, the berth or any of the Port or third-party facilities, the vessel and its Owners shall be held responsible for repairing such damage and shall restore the damaged item to its previous condition.
- 28. Husbanding Operations:** Husbanding is the responsibility of the vessel & its agents. In case any equipment or stores falls overboard, the master should inform the Operations Executive on duty. The Port may recover such cargo or equipment at the cost and responsibility of the vessel. The Port shall not be held responsible for any damage or loss that might be sustained by such loss. The vessel crew is advised to contact the Operations Executive on duty via the vessel agent, on berthing of the vessel, for any crane requirements to handle equipment/stores.
- 29. Engine Readiness & Trials:** All vessels calling the Port shall maintain engines at short notice for sea. Notwithstanding this, the Master should immediately notify Port Control of his inability to manoeuvre the vessel due to any defect, maintenance or repair operations. If the vessel intends to carry out any major maintenance in the engines, then the Master may inform to vessel agent who in-turn will give in writing to the Port Operations Centre in order to obtain the approval before undertaking such maintenance.
- 30. Failure of Vessel Gears/Equipment:** In the event of failure of vessel gears / equipment during the loading/unloading operations at the Port, the Port reserves the right to shift such vessel to the anchorage/alternative berth at the cost, time and risk of the vessel and/or charge Over-stay Berth Hire Charges, if the vessel is allowed to stay at the berth, and/or provide shore cranes, if available, on chargeable basis as per the Port's Tariff, at the cost of the vessel to complete the loading/unloading operations.
- 31.** If any vessel refuses to carry out its operations and/or sail from the berth due to any of the reasons attributable to the vessel/vessel owner/vessel agent/importer/exporter, the Port reserves the right to charge Over-stay Berth Hire Charges and/or shift the vessel to another berth or to anchorage at the vessel's cost, time and risk. The Port shall not be liable for any direct or indirect liabilities, including but not limited to damages, penalties, delays, demurrage's/detention or any other liabilities, which shall be to the sole account of vessel/vessel owner/vessel agent.

SPECIAL CONDITIONS FOR CONTAINER VESSELS

In addition to the Berthing Guidelines, the container vessels berthed/unberthed at the Port shall necessarily abide by the following guidelines:

1. Vessels must secure Gangway properly within fifteen (15) minutes from All Made Fast, installed with Safety net and side railing (at least 1.2 m high) and safe for egress/access.
2. Vessels must ensure that openings in the hatches, passageway and its operational areas securely covered or barricaded to prevent workers from falling in.
3. Vessels must provide adequate lighting in hatches, passageway and other operational areas for workers to work safely.
4. Vessels shall be responsible for ensuring that she always remains in an upright position during her stay at Container Terminal, all issues related to TRIM and LIST of vessels will be taken care by vessel crew only. Container Terminal shall not be responsible for any consequences arising out of the same.
5. It is the vessel's responsibility to ensure that the vessel's crane jib/s is/are lowered towards seaside and parallel to the deck, clear of working bay area and Terminal Quay Crane. Container Terminal will not commence cargo operations till the same is done and any delay pertaining to above will be on vessel's account. Once cargo work is in progress, no movement of vessel crane/s is to be carried out without the permission of Container Terminal.
6. Vessels should be ready for sailing immediately upon completion of loading operations. Verification of container lashings and status of reefer should be done accordingly to avoid delays upon completion of loading.
7. Master of vessel should contact Port Control on VHF Ch 12 for pilot boarding immediately on completion of operations along with readiness to sail. Operations Completion Time will be considered as the time when stevedores disembark from the vessel. Operations Completion Time as informed by Container Terminal will be final and binding.
8. If Vessel Master fails to call for Pilot immediately upon completion of operations, Non-vacating Berth Hire Charges will be applicable. Non-vacating Berth Hire Charges and Pilot Detention Charges, if applicable, will be calculated as per published tariff of KPCL and shall be paid by vessel agents within two working days of vessel sailing.
9. If vessel requires a berth for maintenance/repairs works then the Port may permit such vessel subject to the availability of the berth and advance payment of Lay-up Berth Hire Charges, as per the prevailing Port Tariff, by the vessel.
10. If cargo discharge operations are stopped due to failure of vessel equipment's or gear and/or idling of vessel at berth for any other

-
- reasons, the vessel shall be liable to pay Lay-up Berth Hire Charges as per the prevailing Port Tariff.
11. Master of vessel shall ensure that holds are adequately ventilated and safe for entry/working.
 12. Hatch entrance to be kept closed and locked when it is not in use.
 13. No crew members are allowed to work in the working bays unless informed to the Wharf Supervisor.
 14. Vessel's cell guides should be in good working condition and vessel should contain sufficient lashing material including locks maintained in good working condition.
 15. Vessel should ensure that locks are not used under the deck.
 16. **Use of Vessel Gear:** Vessels are expected to be worked upon by Quay Cranes while at the Container Terminal. Any movement or use of the vessel's gear, whilst at the Container Terminal, is strictly subject to prior approval from the Shift Superintendent / Shift Manager of Container Terminal. The vessel/line will be solely responsible for any damage caused to the vessel or to the Port facilities or to any third parties due to unauthorised movement/use of the vessel's gear in the Container Terminal.
 17. **Berthing Window Vessels:**
 - i. If a vessel Arrives within the agreed Berthing Window and is ready in all aspects as per the prevailing Berthing Policy, then the vessel will be provided berth on arrival;
 - ii. If a vessel arrives ahead of the agreed Berthing Window ETA, then the vessel will be provided berth on arrival subject to availability of the berth and Quay cranes and Gate cut-off should be preponed accordingly.
 - iii. If a vessel arrives or is due to arrive more than two (2) hours later than its agreed Berth Window, then that Vessel shall lose its priority. Basis the actual arrival and readiness of the vessel, Container Terminal will identify the next available berthing window, based on the agreed Vessel Exchange Parameters, on a 'First Come First Served' basis and allocate the berth accordingly. If berth is available then the non-window vessel will be berthed subject to Clause 17(iv) below.
 - iv. If 'out of window'/'non-window' vessel is allocated a berth and if the non-window vessel is unable to complete her container operations before the arrival of the next window vessel, then the Port/Container Terminal reserves the right to shift the 'out of window'/'non-window' vessel to any other alternative berth (if available) or to the anchorage and re-berth in the next available window, at the cost and time of the non-window vessel or its agent.
 - v. If a vessel is unable to complete its operations within its berthing window for reasons beyond Container Terminal's control or on

account of vessel's default, Container Terminal may allow a grace period of up to two (2) hours beyond the berthing window. If the vessel is still unable to complete its operations within the grace period, if provided, then the Port/Container Terminal has the right to charge Overstay Berth Hire Charges and/or shift the vessel to another berth or to anchorage and re-berth at the vessel's cost, time and risk. Such vessel shall be treated as out of window/non-window vessel and suitable provisions as mentioned above would apply.

- vi. If any vessel refuses to sail due to reasons beyond the control of Container Terminal or on account of vessel's default then Port/Container Terminal has the right to charge Overstay Berth Hire Charges and/or shift the vessel to another berth or to anchorage at the vessel's cost, time and risk. Port/Container Terminal shall not be liable for any direct or indirect liabilities, including but not limited to damages, penalties, delays, demurrage's/detention or any other liabilities, which shall be to the sole account of vessel/vessel owner/vessel agent. Delays in berthing of up-coming window vessels, if any, due to such shall be to the account of defaulting vessel/vessel owner/vessel agent.
- vii. Vessel must ensure that all containers are properly checked and no stowaway while calling to the Port.
- viii. Vessel must ensure that Engine Testing will not be permitted during the cargo operations.

18. Ordering of Pilot / Notice of Readiness:

- i. Vessel should be ready for sailing immediately upon completion of unloading/loading operations. Verification of container lashings and status of reefer should be done accordingly to avoid delays upon completion of loading.
- ii. Master should contact Port Control for pilot boarding immediately on completion of operations along with readiness to sail. 'Operations Completion Time' will be considered as the time as informed by Container Terminal after the stevedores disembark from the vessel.
- iii. Sailing request to be sent by the vessel agent online through PortKonnnect application, at least one (1) hour prior Intended Pilot Boarding. Vessel agents should coordinate with the Master for the intended pilot booking timings.
- iv. The Port will endeavour to arrange for Pilot boarding at the earliest, subject to ongoing movements in the navigation channel.
- v. If Master fails to call for Pilot immediately upon completion of operations Overstay Berth Hire Charges will be applicable.

-
- vi. Overstay Berth Hire Charges and Pilot Detention Charges, if applicable, will be calculated as per prevailing Port Tariff and shall be paid by vessel agents within two working days of vessel sailing.
19. **Damage to the Vessel**: Any damage caused by Container Terminal to the vessel and/or the cargo during its port stay, is to be reported strictly to the Shift Superintendent / Shift Manager of Container Terminal on duty mobile **+ 91 7680000996**, within one (1) hour of occurrence of damage. Suffice to say that, in the unfortunate event of occurrence of damage, it would be of mutual interest to have all attempts made to repair the damage prior vessel's departure and this would require near to immediate notification by vessel's crew. Any claims related to such damage shall not be entertained whatsoever once the vessel departs the Port without the physical inspection and written acknowledgement by the authorized personnel of Container Terminal.

MISCELLANEOUS

Cargo Readiness for berthing a vessel:

- i. All export cargo for which berth is allotted should have 80% of cargo aggregated inside the Port and should be physically available before berthing the vessel for loading and Customs and Port documentation for a minimum 80% of the cargo should be made ready before berthing the vessel and balance document should be made available after berthing without any delay in vessel operation. If the vessel fails to bring the documents, the Port may shift the vessel to accommodate another vessel to safeguard ports productivity parameters.
- ii. For liquid bulk cargo meant for exports wherein the cargo is fed from outside the Port, Customs and Port documentation for a minimum of 80% of the cargo should be ready for berthing the vessel.
- iii. For all agricultural produce (wheat, maize, sugar etc.) meant for exports a minimum of 80% of the total Shipping Bill Quantity should be available within the Port ready with Port and Customs documents for berthing of the vessel.
- iv. **Draft Surveys, Coastal Conversions, Vessel's Condition Surveys etc**: All the surveys including Initial draft survey, Final draft survey, Ullage surveys, Bunker survey, Condition survey, Coastal to foreign conversion or vice-versa etc are required to be completed within the specified free time permitted and any excess time utilized is considered as Overstay and vessel will be charged accordingly. The time taken for all the Intermediate draft surveys, Intermediate Ullage surveys etc are considered.

FREE-TIME PARAMETERS

The following are the free-time parameters allowed

1. A vessel should be ready for commencement of cargo operation in all respects within one (1) hour from the time she is All Made Fast. In case the vessel cannot commence operation within this given time, Overstay Berth Hire Charges as per prevailing Port Tariff shall be chargeable.
2. All vessels, except Container vessels, should be ready for sailing in all respects within thirty (30) minutes after completion of her cargo work. A vessel which is not ready to sail after thirty (30) minutes of completion of cargo work for reasons attributable to the vessel or vessel agent will be deemed to have overstayed and is liable to pay Overstay Berth Hire Charges as per prevailing Port Tariff.
3. Whenever a vessel is given due notice by the Port to vacate the berth on account of either under-performance or for safety reasons and the Master of the vessel refuses to vacate the berth after one (1) hour of due notice by the Port, the Port reserves the right to charge three (3) times of the Overstay Berth Hire Charges in addition to Pilot and Tug Detention Charges as per the prevailing Port Tariff.
4. As a general rule after completion of discharge operations, a vessel has to vacate the berth for other vessels waiting at the anchorage. If the same vessel is fixed for loading, her arrival time for loading operation will be considered only after she has completed her previous cargo and is thereafter ready to load cargo in all respects. In this case a new VCN will be issued, the second call will be treated as a fresh call and all marine dues will be applicable to the vessel.

ANCHORAGE CHARGES

In the following cases, the Anchorage Charges shall be payable by the vessel:

- i. The vessel is not using the Port's berth and has called for bunkers/ freshwater/ stores/ survey works/ repairs or any other reasons.
- ii. If a vessel is waiting at anchorage for completion of documentation after completion of cargo operations, Anchorage Charges will be applicable.
- iii. If a vessel is waiting at anchorage for waiting at anchorage due to non-readiness of documents/export cargo/vessel's equipment, Anchorage Charges will be applicable.
- iv. If a vessel is detained for want of Port Clearance & waiting at anchorage, Anchorage Charges will be applicable.
- v. If a vessel is anchored at anchorage at option of vessel agents/shippers/receiver, Anchorage Charges will be applicable.
- vi. If vessel is shifted back while berthing due to deficiency in vessel, Anchorage Charges will be applicable.
- vii. If a vessel is shifted to anchorage due to non-performance of vessel gears or cargo condition, anchorage charges will be applicable.

VESSEL DOCUMENTATION

The vessel agent should submit following documents in prescribed formats through **PortKonnnect** Application for vessel declaration prior to physical arrival of vessel in the Port. The vessel will be considered for berthing only after completion of declaration formalities and submission of pre-arrival documents as per the Berthing Policy.

- *Initial Declaration as per format.*
- *ISPS (PANS) including last ten (10) ports of call*
- *Cargo & Vessel Particulars as per format*
- *Berth Application (duly filled)*
- *Inward pilot Memo*
- *Crew List*
- *Ship's Registry*
- *Certificate of Class*
- *Load Line Certificate*
- *Civil Liabilities Certificate (As Applicable)*
- *Bunker Convention Certificate, Blue book*
- *Safety Equipment Certificate*
- *Safety Construction Certificate*
- *Safety Radio Certificate*
- *International Oil Pollution Prevention Certificate*
- *International Air Pollution Prevention Certificate*
- *Safe Manning Document*
- *Document of Compliance*
- *Safety Management Certificate*
- *P&I certificate*
- *ISSC*
- *ITC*
- *Certificate of Fitness for loading Noxious Liquids in Bulk (as applicable)*
- *Import General Manifest at least twenty-four (24) hours before vessel arrival for import vessels*
- *Vessel Stowage and Discharge/Loading Plan at least twenty-four (24) hours before vessel arrival*
- *Ballast Water Management Plan*
- *Garbage Management Plan*
- *Approval of SOPEP*
- *Certificate of Cargo Gear/ Chain Register*
- *Test Certificates of Cargo Gear*

CONTACT DETAILS

POC Team:

Contact Person: **Shift In-charge**

Contact Number: **+91 9701702027**

Port Control:

Contact Person: **Shift In-charge**

Contact Number: **+91 9704123311**

VHF CHANNEL TO CONTACT THE PORT CONTROL: 12/16.

Port Operations Centre mail Id: poc@krishnapatnamport.com

DISCLAIMER

Notwithstanding anything contained above, the KPCL shall retain the right to prioritize any of the vessels depending on the circumstances prevailing & discussed during the Berth Planning Meetings. Decisions of KPCL on berth planning and allocation are final and binding on all concerned. KPCL reserves the right to amend, include or exclude clauses or modify the Policy, wholly or partially, from time to time as per business/operational circumstances.