

CHAPTER VI

MISCELLANEOUS CHARGES

SCALE 1 – Scale of licence fee for space allotted under monthly licence and under annual licence

Item No.	Description of space	Unit	Licence Fee
1(a)	Open space	100 Sq.mtrs.or part thereof	Rs.2,000/- per calendar month or part thereof
(b)	Open space hardened with water bound Macadam Surface.	"	Rs.3,800/- per calendar month or part thereof.
2.	Open space in the Transit Area for Export Cargo (Barytes, Lumps, Quartz, etc.)	100 Sq.mtrs. or part thereof	Rs.1,300/- for every ten days or part thereof of a calendar month
3.	Track length at any of the CHPTs Railway Sidings	1 running metre or part thereof	Rs. 600/- per calendar month or part thereof.
4..	Covered Space	10 Sq.mtrs. or part thereof	Rs. 600/- per calendar month or part thereof
5.	Open sided shed	10 Sq. mtrs. or part thereof	Rs. 400/- per calendar month or part thereof
6.	Buildings allotted for use as office accommodation		
(a).	Buildings on Rajaji Salai or adjacent to Port's limits.	Per Sq.mtrs. or part thereof	Rs.200/- per calendar month or part thereof.
(b).	Buildings with RCC Roof and terrace within the port used for office use.	"	Rs.160/- per calendar month or part thereof.
(c).	Buildings with ACC sheet and any other similar roofing like G I sheet within the Port.	"	Rs.120/- per calendar month or part thereof.
7.	Covered space declared as private bonded area (by arrangements between the custom and private Agencies)	Per 50 sq.mtr. or part thereof.	Rs.3500/- per calendar month or part thereof
8.	Open space declared as private bonded area (by arrangements between the custom and private Agencies)	Per 100 sq.mtr. or part thereof	Rs.2400/- per calendar month or part thereof
9.	Bubble Structure	Per sq.m.per day or part thereof	₹ 4.57

Note: 1. The rate of Rs.1300/- under item number 2 above shall be applicable for a period of every ten days, i.e. 3slabs of 1st to 10th, 11th to 20th and 21st to the last day of the month or part thereof of every such slab period.

General Note:

*"All the conditions / notes prescribed in the existing Scale of Rates / Schedule of License Fees and Lease Rentals shall apply to the extent they are not inconsistent with the conditions prescribed in the Land Policy for Major Ports – 2010 announced*

*by the Government on 13<sup>th</sup> January 2011. In case of disagreement, the conditions prescribed by the Government in the Land Policy for Major Ports - 2010 shall prevail".*

#### CONDITIONS FOR LICENSING OF SPACE

1. Applications for the allotment of space should be made in writing by the owners before the deposit of goods, stating their acceptance of all risks and responsibility for goods so stored. Transit area within 100 metres from the berth shall not be licensed for storage of import/ export cargo.
2. It shall be in the CHPT's discretion to consent or to refuse to allot space on terms of Licence.

#### CONDITIONS FOR LICENSING OF SPACE BY THE CHPT UNDER MONTHLY LICENCE UPTO ELEVEN MONTHS:

- (i) Licensed space shall not be sub-let.
- (ii) Encroachment or unauthorised occupation of the Trust's land and stacking of cargo on the Trust's land and stacking of cargo on the Trust's Railway tracks, plants, equipment, etc., causing obstruction to the movement of traffic by the licensee will involve a liability to pay a penalty at the rate not exceeding ten times the licence fee laid down in the Trust's Scale of Rates, in addition to the cost of rectifying damages caused to the Trust's properties. If the licensee fails to remove the cargo, from the encroached area in spite of notice to do so, the cargo will be removed elsewhere by the Trust at the risk and cost of the licensee and penal licence fee at the rate not exceeding ten times the normal rate will be levied on the space occupied by the cargo so removed.
- (iii) Goods stored under the monthly licence shall be at the entire risk and responsibility of the licensees. The licensees shall post their own watch to safeguard the goods stored at their allotted space and to prevent any unauthorised occupation of such space by others.
- (iv) The licensees shall not construct or put up any building, erection or convenience on space occupied under monthly licence except on the written permission of the CHPT. The licensees shall agree to remove such building, erection or convenience on the space, restore the space to its original condition at the time of termination of the licence and if the licensees fail, the Trust will arrange for removal of such erection at the cost, risk and responsibility of the licensees.
- (v) Fees or charges shall be paid from the date of allotment of space in accordance with the rate laid down in the CHPT's Scale of Rates and shall be remitted for each calendar month in advance to the CHPT.
- (vi) The Licensees shall vacate the space occupied by them if the monthly licence is not renewed and in case the licensees fail to hand over the space in vacant possession on the date of expiry of the monthly licence granted after removing such of the structures or constructions put up, the CHPT shall have the right to remove such structures and the goods stored in such space to any other alternative open or covered space in any part of the CHPT's premises at the cost, risk and responsibility of the licensees and in addition, the CHPT shall charge a penalty at rates not exceeding ten times the normal fees leviable under the CHPT's Scale of Rates for the

period the goods may have remained within the CHPT's premises beyond the period for which the monthly licence was granted.

- (vii) The monthly licence shall lapse automatically at the expiry of the calendar month for which it has been issued. If the licensee requires a renewal of the licence, an application for renewal duly accompanied by the receipt for payment of the advance fee must be made seven days before the expiry of the period of the monthly licence. Failure to apply for renewal of the monthly licence within the stipulated time, forwarding the required receipt for the remittance of the fees and charges, will involve a liability to pay a penalty at rates not exceeding ten times the rate of the normal fees leviable under the CHPT's Scale of Rates.
- (viii) No licensee shall convert the space allotted to him/them into private bonded area except with the written permission of the CHPT. The CHPT, shall, in addition to the fees leviable for such space, levy such penalty not exceeding ten times the normal fees leviable under the CHPT's Scale of Rates on their failure to obtain the prior written permission from the CHPT.
- (ix) "Subject to the provisions of section 59 of the Major Port Trusts Act, 1963, in this regard, all licensees shall deposit with the CHPT an amount equivalent to 3 months fee on space allotted to them under the monthly licence as a guarantee for the due and faithful performance of the conditions set forth in the monthly licence and the deposit will be returned when the space is vacated finally, less any amount that may be due to the CHPT.
- (x) The CHPT shall have the right at any time to resume possession of space wholly or partly which is not occupied by the licensees, in which event a proportionate reduction in fee will be allowed.
- (xi) The licensees shall agree to comply with all rules or directions issued by the CHPT from time to time. Should the licensees neglect to comply with such rules or directions, the CHPT may terminate the licence.
- (xii) The licensees shall comply with all rules or regulations that may from time to time be issued by the Corporation of Chennai or the Inspector of Explosives, Department of Explosives, Government of India, or whomsoever concerned in relation to the storage of the goods under the monthly licence.
- (xiii). " Under monthly licence, the licence period shall not exceed 11 months at a time. Subsequently, the licence could be renewed for a maximum period of 22 months at two terms of 11 months each. Security deposit equal to 3 months licence fee shall be collected in advance. The Port may at any time with a notice of 2 months resume the property for good and sufficient reasons to be recorded. The licence fee is subject to revision of rates by TAMP from time to time."

General conditions in respect of Licensing of Space for period of one year and above but below 3 years, Covered Space (Warehouse) and Covered Space other than warehouse.

1. The licensee shall be liable for the following:

- (a) To pay the licence fees for three months in advance as security deposit which shall be repaid on the termination of the licence, provided that should the licensee be in arrears of licence fee, the arrears are liable to be deducted from the advance made under this Clause.
- (b) In the event of the licence being terminated by the licensee by giving the required notice within the period of the first year of the licence to make good the

difference in the licence fee between the rate of licence fee per 100 /10 square metres allotted or part thereof per calendar month or part thereof leviable for occupation for a period less than one year and licence fee per 100 /10 square metres allotted or part thereof per calendar month or part thereof mentioned in the licence, from the date of commencement of the licence to the date of vacation of the space allotted.

- (c) In the event of a new or increased tax, rate assessment or outgoing of any description payable either by licensor or licensee being imposed in future upon the said premises by any other authority than the licensor to pay the new imposition, or the amount by which the present imposition, is increased, as the case may be.
- (d) To give the Port Trust Fire Service the right of unrestricted access to the said premises.
- (e) Not to use the said premises or any part thereof or suffer the same to be used otherwise than for the purpose for which the premises has been licensed without the consent in writing of the licensor first had and obtained.
- (f) To apply and pay for all licenses and permits that may from time to time be required under the provisions of the law for the time being in force for the purpose of using the said premises as aforesaid.
- (g) Not to sublet or underlet, transfer or Mortgage, assign to or induct into create a charge on or part with the use possession of the said premises or any part thereof to any person or persons whomsoever.
- (h) Not to carry on any business, occupation or operation within the said premises or any part thereof outside the working hours from time to time laid down by the licensor except and until they shall have received permission so to do from the CHPT or any such official to whom powers may be delegated by it.
- (i) Not to keep or permit to be kept in the said premises any materials of a dangerous nature or the keeping of which may contravene any Act or local regulations.
- (j) \*\*Not to carry on or permit upon the said premises or any part thereof any offensive, noisy or dangerous trade, business or occupation or use the same for any other purpose than that for which the premises has been licensed.
- (k) To comply with any rules or regulations which may be framed by the licensor in connection with the checking of goods entering or leaving the said premises.
- (l) To hold the licensor free from all risk and responsibility in respect of the goods stored in the said premises whether the same shall be lost or damaged by any cause whatsoever.
- (m) To vacate the space occupied by the licensee if the licence is not renewed and in case the licensees fail to hand over the space in vacant possession on the date of expiry of the licence granted after removing such of the structures or constructions put up, the CHPT shall have the right to remove such structures and the goods stored in such space to any other alternative open or covered space in any part of the CHPT's premises at the cost, risk and responsibility of the licensees, and in addition, the CHPT may charge a penalty at rates not exceeding ten times the normal fees leviable under the CHPT's Scale of Rates for the period the goods may have remained within the CHPT's premises beyond the period for which the licence was granted.

\*\* Applicable only to plots adjoining the petroleum installation on the south side of the Licensor's premises.

2. PROVIDED ALWAYS and it is hereby mutually agreed as follows:-

- (a) If the licensee shall make default in payment of the whole or any part of the said monthly licence fee in advance on the days herein before mentioned whether formally

demande or not or shall become insolvent or shall go into liquidation whether voluntarily or compulsorily other than for purposes of re-construction or shall make any arrangement with their creditors or shall assign, underlet, transfer or part with the possession of the said premises or any part thereof or shall allow any offensive or dangerous goods to be stored or stacked in the said premises or shall allow any offensive or dangerous business to be carried on therein or shall neglect to perform or observe any other stipulation on their part herein contained then and in any of such events it shall be lawful for the licensor at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole and re-possess and enjoy the same and thereupon this licence shall absolutely cease and determine but without prejudice to any right of action of the licensor in respect of any breach of the licensee's covenants herein contained.

- (b) If there shall be any licence fee due and owing to the licensor at the time of such re-entry and the licensee shall fail to pay the same on demand it shall be lawful for the licensor to distrain upon any monies which may have been deposited with the licensor by the licensee or upon any goods of the licensee remaining in the said premises.
  - (c) In case of encroachment on the CHPT's property and/or stacking of cargo by the licensee on the CHPT's Railway tracks, plants, equipment, etc., causing obstruction to the movement of traffic the licensor is entitled to charge a penal licence fee at the rate not exceeding ten times the licence fee laid down in the CHPT's Scale of Rates for the encroached area from the date of encroachment, in addition to the cost of damages caused to the CHPT's properties. If the licensee fails to remove the cargo from the encroached area in spite of advice to do so the cargo will be removed elsewhere by the licensor at the risk and cost of the licensee and penal licence fee at the rate not exceeding ten times the normal rate will be levied on the space occupied by the cargo so removed.
3. AND IT IS FURTHER AGREED that the licensor shall not be considered to have parted with the possession of the said premises by this agreement so as to deprive it of any lien notwithstanding anything contained in the licence on all goods stored therein for charges leviable under the Major Port Trust Act, 1963 as subsequently amended or otherwise incidental thereto and incurred within the licensor's premises and for such purpose it shall be lawful for them at all times during the continuance of this licence to have free access to the said premises and should the licensor deem it advisable so to do to remove any such goods from the said premises to the premises of the licensor for the purpose of enforcing such lien.
  4. Any change in the constitution at the licensee firm or business shall in no way affect the terms of the licence.
  5. The rules and regulations framed by the licensor from time to time shall be deemed to be part of the provisions of the licence.

Additional General conditions in respect of Covered Space (Warehouse) and Covered Space other than warehouse.

1. The licensees shall be liable for the following:
  - (a) To the said licence fee being revised in accordance with the amendments to the CHPT's Scale of Rates from time to time, affecting the rates of licence fee laid down in the said Scale.
  - (b) To pay the said licence fee herein before reserved or the revised licence fee under Clause (a) above, as the case may be, from the date of allotment of space and shall be remitted for each calendar month in advance.

- (c) To pay in addition to the licence fee stipulated above, the cost of water and electricity consumed every month at the rates fixed by the CHPT from time to time, together with the installation and maintenance charges on electrical installations every month as may be fixed by the licensor from time to time.
  - (d) To keep the doors of the said premises locked and secured outside the working hours laid down by the CHPT.
  - (e) To permit the CHPT or its Agents with or without workmen or others at all reasonable hours to enter the said premises and to view the condition thereof and to effect all necessary repairs and to carry into effect if necessary the provisions of clause (2) & (3) in the general conditions.
  - (f) To yield up the said premises at the determination of the licence in goods and tenanted repair.
  - (g) Not to use the premises as Private Bonded area without prior permission from the CHPT and in the event of premises being used as Private Bonded area higher rate of licence fee as may be fixed from time to time shall be payable by the licensee.
2. The CHPT agrees that the licensee paying the licence fee hereby reserved and observing and performing the covenants and stipulations herein on their part contained shall peaceably enjoy the premises during the said term without interruption by the CHPT;

Provided that during the period of licence the CHPT or any such official to whom powers may be delegated by it may take over on a written demand the premises or any portion thereof temporarily for its use or for urgent repairs, in which case the licensee shall be entitled to proportionate abatement of licence fee for the period of such occupation by the licensor.

3. The licensees shall be liable to stock goods in the said warehouse so as not to exert any side pressure on the walls of the said warehouse and in the event of a wall cracking or collapsing due to the non-observance of this condition to be solely responsible for any damage caused thereby to person or property.

CONDITIONS FOR LICENSING OF SPACE BY THE CHPT FOR PERIODS OF ONE YEAR AND ABOVE BUT BELOW 3 YEARS.

1. The licensee shall be liable for the following:-
- (a) To pay the increased licence fee as approved by TAMP from time to time and such increased licence fee be effective from the date of notification by TAMP.
  - (b) To allow such officer or servant of the licensor as may be deputed in that behalf at reasonable times during the said terms to enter upon the said premises or any part thereof and any buildings, works or conveniences thereon whether completed or in the course of erection for the purpose of viewing and examining the state repair and condition thereof and to keep readily available at the premises for the reference of such officer or servant the approved drawings and communications of approval from the licensor. And upon notice in writing being given by the licensor to the licensee by leaving the same upon the said premises to pull down, rebuilt, repair or replace any part or parts of the said premises, buildings, works or conveniences whether the same are completed or in the course of erection and that in case default be made for one calendar month after such notice shall have been given as aforesaid in complying with such notice it shall be lawful for licensor to enter upon the said premises, buildings, works or conveniences, whether the same are completed or in the course of erection or any part or parts thereof and to pull down, rebuilt, repair or replace such part or parts thereof as are specified in such notice and forthwith to recover the amount

expended in such pulling down, rebuilding, repairing or replacement from the licensee as liquidated damages PROVIDED ALWAYS that the licensor shall not be liable for any damage caused to the property of the licensee in the course of such pulling down, rebuilding, repairing or replacement as afore-said.

- (c) Not to use the premises as private bonded area without prior permission from the CHPT and in the event of premises being used as private Bonded area higher rate of licence fee as may be fixed from time to time shall be payable by the licensee.
- (d) To keep at all times free from timber or other inflammable matter such space at the north of the neighbouring petroleum installation as may be specified by the CHPT or any such official to whom powers may be delegated by it.
- (e) To yield and deliver up unto the licensor at the expiration or sooner determination of the license the said premises in good order and condition and in the same or substantially the same state in which it was immediately before the allotment.
- (f) The license fee shall bear an escalation @ 2% per annum.
- (g) Licence less than one year but below 3 years licence cannot be renewed for more than two years and eleven months. If the licensee likes to renew beyond two years and eleven months the conditions applicable for long-term lease shall automatically apply such as the licensee shall pay a premium equivalent to one year's lease rentals and shall deposit an amount equivalent to one year's lease rentals as refundable Security Deposit etc.

2. The licensor shall be liable for the following:

- (a) To permit the licensee to erect or cause to be erected in the said premises or any part thereof any buildings, works or conveniences which the licensee may consider necessary for the purpose of storage of goods or otherwise on the premises licensee first having obtained the sanction in writing of such officer of the licensor as may be specified for the purpose to the plans and full specifications of the said buildings, works and conveniences PROVIDED ALWAYS that the licensee shall not deviate in the course of the erection of the said buildings, works or conveniences from the said plans and specifications sanctioned in writing by the said officer as aforesaid AND the licensees will during the term keep such buildings, works or conveniences tidy and in good repair and condition.
- (b) That the licensee paying the licence fee hereby reserved and observing and performing the covenants and agreements on their part herein contained may peaceably and quietly held and enjoy the said premises during the said term herein specified without any interruption by the licensor; Provided that during the period of licence, the CHPT or any such official to whom powers may be delegated by it may take over on a written demand the premises or any portion thereof temporarily for its use or for urgent repairs, in which case the licensee shall be entitled to proportionate abatement of licence fee for the period of such occupation by the licensor.

3. PROVIDED ALWAYS and it is hereby mutually agreed as follows:-

- (a) Either party shall be at liberty to terminate the licence at any time by giving to the other three calendar months notice in writing of its or their intention of terminating the same.

(b) In the event of the licensor giving the licensee notice to terminate the licence under clause 3(c) thereof the licensor shall not be bound to pay any compensation whatsoever.

(c) The licensee shall not at any time during the currency of the licence put up any construction over the land licensed to him except with the written permission in writing of the licensor.

(d) If the licensee puts up a construction without the written permission of the licensor the construction so put up shall become the property of the licensor and the licensee is not entitled to any compensation therefor.

(e) If the licensor does not require the construction so put by the licensee without the permission of the licensor, the licensee shall remove the construction at his cost and restore the property in as good a condition as it was at the time he was put in possession, within a reasonable time during the currency of the licence failing which the licensor shall have the right to remove the construction at the cost and expense of the licensee.

(f) If the licensee puts up a construction with the written permission of the licensor, the licensor shall have the option to possess the construction so put up and in case the licensor requires the construction, the licensor shall pay compensation to the licensee in a sum mutually agreed upon at the expiry of the licence.

(g) If the licensor does not require the construction put up with the permission of the licensor or if the licensor and licensee fail to settle the quantum of compensation to be paid, the licensor is entitled to call upon the licensee to remove the construction so put up at his cost and restore the property in as good a condition as it was at the time the licensee was put in possession, within a reasonable time, failing which the licensor shall have the right to remove the construction at the cost and expense of the licensee.

General conditions for Long Term Lease:

- a) The lease shall not be automatically renewable.
- b) The lease rent shall bear an escalation at a rate of 2% per annum.
- c) The Port Trust shall have an option to refix the base of lease every five years.
- d) The lessee shall pay a premium equivalent to one year's lease rentals to the Port.
- e) (i) The lessee shall deposit an amount equivalent to one year's lease rentals as refundable Security Deposit with the Port which shall be maintained till the end of lease period or shall provide an irrevocable bank guarantee for an amount equivalent to three year's lease rentals which shall remain valid for the lease period.  
(ii) In case the land is not leased by the Port on Upfront basis, the land can be leased on annual lease basis with the approval of Board, in which case the Port should keep 5 year's rent or 25% of rent of the total lease rent for the duration of lease as Security Deposit, whichever is lower.
- f) The lessee shall create the facilities for which land / waterfront is leased within the time as may be specified by the Board of Trustees. In case lessee fails to do so, the lease shall be liable for termination.

- g) The lessee shall obtain all statutory clearances as may be required by law including environmental clearance.
- h) The leased property can be resumed at any time before the expiry of the lease period if required by the Government in the national interest by the Port for its own use with six months notice on payment of compensation in accordance with the formulations as may be approved by the Government. If the lease is cancelled for not complying with the conditions of the lease, no compensation shall be payable by the Port.
- i) No compensation shall be payable by the Port in the event of refusal to renew the lease.
- j) Whenever the land/waterfront is being given for the Port related activity(ies) / industry(ies) in accordance with the land use plan, a minimum guaranteed performance indicating the minimum guaranteed traffic, berth hire quantum shall be provided in the agreement. The time frame for achieving the minimum guaranteed performance shall be three years from the date of commissioning of the facility. In case lessee fails to achieve the minimum guaranteed performance, he shall be liable to pay the wharfage / berth hire charges, etc., for the minimum guaranteed traffic/berth hire.

In case, the lessee improves upon the minimum guaranteed performance, he shall be liable to pay the charges as per actuals.

- k) If there are some genuine reasons like change in the Government policy regarding import/export of a particular commodity as a result of which the required throughput could not be achieved in a year, suitable relaxation may be made with the approval of the Government.
- l) The lease shall be liable for termination if the lessee fails to pay the wharfage / berth hire charges etc., for the minimum guaranteed traffic / berth hire or if he fails to achieve the minimum guaranteed performance for three consecutive years without any genuine reason.
- m) Allotment of land within 500 Metres :

The allotment of land within 500 metres of waterfront shall be considered only for the activities as may be declared permissible by the Ministry of Environment and Forests, Government of India or any competent authority.

- n) The leased premises may not be resumed in the normal course from the lessee except for the violation of the terms and conditions of the lease agreement.
- o) The land to Government Departments / Organisations may be allotted on scheduled rate only and the land to local bodies / development authorities for public purposes like construction of roads, bus terminal-cum-deports, schools (not run on commercial basis) may be allotted by charging 25% of the scheduled rate only.
- p) The land/waterfront may be leased to a Public Sector Undertaking for commercial purpose at the prevailing market rates after examination on case-to-case basis.
- q) Wherever the lands have to be allotted for a commercial activity which is open to both in public and private sector, the Public Sector Undertakings may also be required to participate in the competitive bidding process. But wherever the activity is restricted to the Government sector only like the Import of Crude oil and certain petroleum products, the Port Trust should consider the proposal either by calling competitive bidding between the Government oil companies only or should lease the land on the advice of the Ministry of Petroleum and Natural Gas/OCC.
- r) The lease property shall not be transferred by the lessee to any third party either by way of sub-lease, rent or any other means.

Conditions for Long – Term lease allotted on premium up-front

- a) The Port Trusts will charge land premium up-front based on tender. In the case of captive facilities, the premium shall not be below the commercial value of the land either obtained through tender in the vicinity or notified by the Port.
- b) The lease rental will be nominal value of Re.1 per square metre/year, with 30% escalation in the licence fee after every 5 years.
- c) The lease agreement will not incorporate any clause for renewal of the lease.
- d) Port will obtain statutory clearances before giving effect to the lease agreements.
- e) Port will not insist on minimum throughput guarantees.
- f) The common user facilities such as pipelines, etc, will be provided by the Port Trust

SCALE 2- Licence fees for the pipe lines passing through the CHPT's premises under way leave agreements.

Item No.	Classification for purpose of this Scale	Charge payable
1.	Pipelines upto 20.32 Cms.,(8 inches) diameter	Rs.40/- per running metre or part thereof per calendar year or part thereof
2.	Pipelines above 20.32 Cms.,(8 inches) diameter	Rs.80/- per running metre or part thereof per calendar year or part thereof
Note: For pipe lines used for non-commercial purpose such as domestic water supply, the rate shall be 50 percent of the above rates.		

Notes:

- (1) The pipelines shall be laid only in the alignment as approved by the CHPT.
- (2) The pipe shall be of such size and material and laid at such depths below the surface and such a manner as the CHPT shall determine from time to time.
- (3) No damage shall be caused to any of the Railway tracks, roads or other property of the CHPT. If any damage occurs, it shall be rectified by the licensee at his own cost to the satisfaction of the CHPT.
- (4) On completion of the laying of the pipelines, the surface shall be restored to its original condition.
- (5) The licensee shall with the prior permission of the CHPT have the liberty from time to time to enter upon the said land of the CHPT and open up the said pipe for the purpose of repairing the same as occasion may require doing no damage to any of the Railway Tracks, road or other property of the CHPT and the surface shall be restored whenever opened up without any obstruction to traffic in that area.
- (6) Should any inspection or repairs of diversion to a pipeline lying below the Railway Tracks or other areas belonging to the CHPT arise, the work involved in excavating and filling shall be carried out by the CHPT at the cost and expenses of the licensee.
- (7) The licensee shall also take sufficient precautions in respect of excavation made by them by barricading and in addition the excavation made by them by properly lit and necessary danger lights (Red lights) provided at night to the satisfaction of the CHPT. The CHPT shall have no liability in any event in this regard.
- (8) The Way Leave Agreement shall be terminated by either party giving to the other three calendar month's notice in writing. The CHPT reserves the right of terminating the Agreement without assigning any reason or payment of compensation. The licence fee will be payable by the licensee as per the Scale of Rates as amended from time to time.

- (9) If any cable is passing through, the cable shall be laid with a minimum earth cushion of 76.2 cm (2'6") depth wherever it crosses Railway tracks or roads.

#### SCALE 3 - WEIGHMENT CHARGES

Item No.	Services	Charge payable
1.	Weighment of coal, coke, ores, scrap iron and minerals on the CHPT's weighbridges in all cases except on the automatic wagon weighbridges when passed out of the harbour by rail.	Rs.1.70 per tonne or part of a tonne.
2.	Weighment of bales, skins and hides (including handling charges)	Rs.10.90 per Bale.
3.	Weighment of all other cargo on the CHPT's weighbridges or scales	Rs.2.80 per tonne or part of a tonne.

Notes:

- (1). The weighment charges leviable as per the scale above, under items (1) and (2) shall be on the total weight of the cargo weighed by the CHPT on the CHPT's weighbridges or weighing scales under each application for weighment, duly rounded off to the next higher tonne.
- (2) A fee of Rs.11.80 per lorry shall be payable by the party on whose behalf the tare weight was recorded.

#### SCALE 4 - PASSENGER TOLL

Item No.	Classification for purposes of this Scale	Charge payable
1.	All Passengers disembarking and embarking at this Port from and to any Foreign Port.	Rs.19.50 per head payable by steamers landing or embarking.
2.	All Passengers disembarking and embarking at this Port from and to any Indian Port.	Rs.1.30 per head payable by steamers landing or embarking.

Notes:

- (1) This toll shall be levied on all deck and saloon passengers embarking and disembarking at this Port. The Agents of the vessels shall collect the toll from such passengers and shall remit the collected amount to the CHPT along with a statement showing the number of passengers embarked or disembarked class wise. This statement shall be for each voyage separately. For this service, the Agents of vessels shall be allowed to retain a commission of 5% of the total collection made by them.
- (2) Defence Personnel other than Civil Staff moving on duty disembarking and/or embarking at this Port are exempted from payment of the "Passenger Toll"

SCALE 5- FEES FOR ISSUE OF LICENCES

(a). STEVEDORING LICENCES

Item No.	Licence	Charge Payable
1.	New Licences	Rs.4,500/- for two calendar years. Licence issued after 1st January shall be valid till the end of the next calendar year.
2.	Renewal within the period of licence for a further period of two calendar years.	Rs.4,500/- per licence.
3.	Renewal application not made before one month prior to expiry thereof.	Rs.50/- per licence (In addition to renewal fee)
4.	For the issue of a duplicate Licence when the original is lost or defaced.	Rs.100/- per licence.

(b) LABOUR LICENCE

Item No.	Licence	Charge Payable
1.	New Licence	Rs.1,000/- for one year from the 1st January of each year. Licence issued after 1st January shall be valid till the end of that calendar year.
2.	Renewal within the period of licence for a further period of one calendar year.	Rs.500/- per licence.
3.	Renewal application not made before one month prior to expiry thereof.	Rs.50/- per licence (In addition to renewal fee)
4.	For the issue of a duplicate licence when the original is lost or defaced.	Rs.100/- per licence.

Note: The above rates shall apply for employing labour for handling certain cargo and for employing labour for chipping and painting work.

SCALE - 6 CHARGES FOR FLOATING CRAFT, APPLIANCES, ETC.

The charges for the hiring out to the outside public of the CHPT's Floating Craft within the limits of the Port and of other appliances whenever they can be spared from their legitimate duties.

CATEGORY I

Serial Number and description	Rate of hire Rs.	Period of hire	Minimum Rs.	Remarks
1. Diver's services with equipment between 6.00 a.m. and 6.00 p.m.:-				
a) Up to a maximum of four indress hours:-				
(i). Weekdays	1146	Per indress hour or part thereof	2,254	When the diving boat is towed by one of the launches, the towage charges will be levied extra.
(ii). Sundays and CHPT's Holidays	1702	-do-	3,364	-do-
(b). Any period in excess of four indress hours:-				
(i) Weekdays	1702	Per indress hour or part thereof	---	-do-
(ii) Sundays and CHPT's Holidays	2532	-do-		-do-
2. Non-perishable part or parts of diving equipment consisting of:- (a). air pump (b). helmet (c). lifeline (d). corslet (e). lead weight (f). air pipe and (g). boots	320	Per period of 24 hours or part thereof		
3. Rate of destruction charges of unserviceable articles from the public in the CHPT's incinerators				
(a) Articles measuring upto and below 250 cubic decimetres	54	Per Package	54	The articles are to be transported to the incinerator site by the party.
(b) Articles measuring over 250 cubic decimetres	106	Per package	106	Charges under this item are payable in addition to the charges payable under Scale-13 of this Chapter in cases of

				destructions by using the CHPT's incinerators.
4. A.C. supply 110 volts or 55 volts for lighting to Ships or Ship's repair	98	Per period of 24 hours or part thereof	98	The charge does not include cost of electric energy at lighting rates, which will be extra.
5. Electrical power connection from the CHPT's A.C. Supply system.	98	Per period of 24 hours or part thereof	98	The charge does not include cost of electric energy consumed, which will be extra.
6. Tugs upto 45BP capacity (For towing barges and lighters and for services other than berthing and unberthing of vessels).	Rs. 15956.80 coastal vessel US\$ 604.15 foreign-going vessel	Per hour or part thereof per Tug	Rs.7978.27 for coastal vessel US\$ 302.07 for foreign-going vessel	The minimum charge is for duration of 30 minutes and less. Hire charges exceeding this period will be levied at the rate fixed for one hour or part thereof.
7. Oil pollution vessel	Rs.11817.78 for coastal vessel US\$ 447.44 for foreign-going vessel	Per hour or part thereof	Rs.5908.89 for costal vessel US\$ 223.72 for foreign-going vessel	The minimum charge is for duration of 30 minutes and less. Hire charges exceeding this period will be levied at the rate fixed for one hour or part thereof. The rate is subject to pro-rata variation of costs of fuel and lubricant over the costs in 1995.
8 Fire engine and gear	956	Per hour or part thereof	956	Appliances brought in from outside the Port CHPT Fire Service must be paid for at the rates laid down by the owner of the appliances. The rate does not include the cost of

				the foam compound, which will be charged extra if used.
9 Chute Wagons	834 (Per Wagon)	Per shift or part thereof	834	A minimum notice of four hours is essential for the supply. The hirer shall return the wagons to the CHPT or to such other authority to whom power may be delegated by it in the same condition as received by him at the end of the hire period applied for and obtain an acknowledgement for the same.
10 i) Pay Loader of 3 tonne capacity ( on shift basis )  ii) Pay loader of 3 tonne capacity (on hourly basis)	Rs.6,354/- per shift with a minimum of Rs.3,178/- per half of a shift per unit requisitioned by each applicant and supplied.  Rs.1,600/- per hour part thereof for the first hour and Rs.796/- for the subsequent hour of part thereof per unit requisitioned by each applicant and supplied for the specific purpose of clearing the Railway track and also for	The conditions from (1) to (5) prescribed in the remarks column against Sl. No. 11 will apply. In case of Export/ Import cargo, it is not compulsory to take the Payloader from the Port. But 10% of the Payloader charge shall be paid to the Port at the rate of 1 Payloader for 2 Hooks of operation in a vessel, subject to a maximum of 2 Payloaders, for not indenting the Port's Payloader.		

	stock piling.	
11.(a) Pay Loader of 6 tonne capacity (on shift basis)	Rs.9,530 per shift with a minimum of Rs.5,082 per half of a shift per unit requisitioned by each applicant and supplied.	(1) The hiring out of pay loaders on hourly basis will be limited to two hours at a time. Beyond this, it will be only on half-shift basis or shift basis as the case may be. (2) The Plants will be supplied only if available. (3) The Plants shall be hired out subject to the conditions that the CHPT undertakes no responsibility for any loss or damage to life or property which may be due to the failure of the Plant at any stage. (4) One hour's clear notice in writing must be given of cancellation of requisition for these Plants. If cancellation orders are not received in time, charges will be levied for the full period.
(b) Pay loader of 6 tonne capacity (on hourly basis)	Rs.2,542 per hour or part thereof for the first hour and Rs.1,272 for the subsequent hour or part thereof per unit requisitioned by each applicant and supplied for the specific purpose of clearing the Railway track and also for stock piling.	for the full period applied for and for the full number of Plants requisitioned. (5) The Plants hired out shall not be used by the hirer for purposes other than that for which application was made.

12. 150 tonne Floating Crane	1,26,638	Per period of 4 hours from the time of hire	1,26,638	<p>(1) The hire rates under these items are applicable only to the Contractors of the CHPT for carrying out the CHPT's work awarded to them. The minimum charges leviable for hire of these cranes under these items shall be for a period of 4 hours or part thereof from the time of hire.</p> <p>(2). For hire of these cranes to the Masters, Owners, Agents of Vessels, or Importers or Shippers, the charges leviable shall be under Scale 11 of Chapter III of the Scale of Rates.</p> <p>(3) However, for conditions for the hire of these cranes to the CHPT's Contractors, the conditions as provided under Scale 11 of Chapter III of the Scale of Rates that could be commonly applied for both cargo work and for contractor's work shall apply, except for the fact that the CHPT or to such other authority to whom power may be delegated by it shall be the Authority for allotting and regulating the hire of these cranes</p> <p>(4) However if these cranes are used in carrying out the repairs by the CHPT of the Plants, machinery, floating craft, etc., of private parties, the charges leviable shall be reckoned with on hourly basis, i.e. per hour or part thereof of the actual number of hours involved at one-fourth of the rate prescribed for the first period of four hours</p>
		For hire beyond 4 hours per block of 8 hours or part thereof	2,53,276	

13. 50 - Tonne Crane	10,396 13514.80	Per period of 4 hours or part thereof from the time of hire.	10,396 13514.80	
	20,790 27030	For hire beyond 4 hours per period of 8 hours or part thereof.		
14. Oil Skimmer	2,714	Per period of 8 hours or part thereof.	2,714	
15. Oil Barrier	4,026	Do	4,026	
16. "PRESTIGE" Multipurpose vessel	Rs.8171.87 / 309.40 US Dollar	Per Hour or Part thereof	Rs.8171.87 / 309.40 US Dollar	
17. Hopper	Rs.2590/-	Per Shift or part thereof	Rs.2590/-	

CATEGORY II

Plants and appliances, which are available with the CHPT as well as with other parties. Nevertheless, the CHPT will insist on parties to use first the CHPT's plant or appliance.

Sl. No. and description	Rate of hire (in Rs.)	Period of hire	Minimum (in Rs.)	Remarks
1(a)10 Tonne tractors	956	Per half of a shift or part thereof	956	<p>(1) Requisition for trailers and tractors shall be made out in quadruplicate in the prescribed form signed by the hirer showing the capacity of trailers required, to the CHPT or to such other authority to whom power may be delegated by it. Such requisition should be submitted in writing a clear hour in advance of the time the tractors and trailers are required.</p> <p>(2) When tractors and trailers are required for longer periods than requisitioned for, a fresh requisition shall be submitted at least two hours before the expiration of the period mentioned in the original requisition</p> <p>(3) One hour's clear notice in writing must be given for cancellation of application of trailers and tractors failing which charges will be levied for the full number of trailers and tractors ordered and for the full period applied for.</p> <p>(4) The manning of the CHPT's trailers hired does not make it liable for loss or damage to goods, etc. carried in the trailers.</p> <p>(5) The hirer will be held responsible for the over loading of the trailers.</p> <p>(6) Damage to the tractors and/or Trailers should be paid for by the hirers.</p> <p>(7) The hirer will be held responsible for payment of compensation under Workmen's Compensation Act to the driver involving in any accident during the period of hire.</p> <p>(8) The tractors and trailers hired out shall be permitted ply within the CHPT's premises only.</p> <p>(9) The hire of tractors and trailers to the public will be entirely at the discretion of the CHPT.</p> <p>(10) The hire charges will commence from the time the tractors and trailers are made available for use.</p>
	1,590	Per shift in case of hire exceeding half of a shift.		
(b). 10 Tonne trailers	348	Per half of a shift or part thereof	348	
	578	Per shift in the case of hire exceeding half of a shift.	---	
c). 6 Tonne trailers	232	Per half of a shift or part thereof.	232	
	348	Per shift in case of hire exceeding half of a shift.		

Sl. No. and description	Rate of hire (in Rs.)	Period of hire	Minimum (in Rs.)	Remarks
2. Trays of 10 Tonne capacity and below	60	Per tray per shift or part thereof		
3. Crawler Crane	16,462	Per period of 8 hours	8,232	Minimum charges shall be for four hours or part thereof. Whenever this crane is engaged in carrying out the repairs by the CHPT of the plants, machinery, floating, crafts, etc. of private parties, the charges leviable shall be reckoned on hourly basis, i.e. per hour or part thereof of the actual number of hours involved at one-eighth of the rate prescribed.
4. Grabs upto 5 Cu. Metre fitted to shore crane of any capacity	1120	Per period of 8 hours	560	Minimum charges shall be for four hours or part thereof.  The hire charges for the grab shall be in addition to the charges for the hire of crane to which the grab is fitted except where the use of shore(wharf) crane is included in the Berth Hire Charges.
5. Grabs of 8 Cu. M capacity	Rs.2500	Per shift or part thereof	Rs.1250	
6. 75 Ton Tyre Mounted Mobile Crane	Rs.15000	Per shift or part thereof	Rs.7500	
7. a) Survey launch - IV b) DGPS Survey	Rs.20660 Rs.13000	Per period of 8 hours	Rs.10330 per period of 4 hours Rs.6500 per period of 4 hours	

Notes:

- (1) The hire of floating crafts and appliances by the CHPT to the public is not guaranteed normally. The craft and appliances shall be hired out only if available. The CHPT shall not be responsible to the hirer or any person for any loss or damage or injury to life or property arising directly or indirectly from the use of the crafts or appliances of any sort or any damage which may occur as a result of non-supply or delay in supply or by the use of the crafts or appliances of the CHPT or due to failure of the crafts or appliances at any stage during the period of hire. The hirer shall keep the crafts and appliances in good order and condition and shall be liable for any damage caused to the crafts or appliances during the subsistence of hire and shall make good all damages, whether by accident, by fire or otherwise, (fair wear and tear excepted). The hirer shall indemnify the CHPT against all loss or damage or injury to life arising directly or indirectly from the use of the crafts or appliances during the period of hire to any property belonging to the CHPT including the crafts or appliances under hire or to any other person or property or breakdown or any demurrage incurred on cargo. The liability of the hirer shall not be affected by the fact that such loss or damage or injury to life may have arisen due to any act or default of any employee of the CHPT. The hirer shall also indemnify the CHPT for all liabilities under the Workmen's Compensation Act.

The cost of repairing the damages sustained by the crafts or appliances or part thereof that might be broken, missing or specially damaged or lost during the period of hire shall be that actually incurred for the purpose by the CHPT including the usual indirect charges, centage charges and profit elements, while the cost of replacement, if necessary, of a part or in full of the crafts or appliances will be either the book value or the current market value, whichever is higher.

- (2). The CHPT may, at its discretion, hire out the floating crafts or appliances outside the Port limits at the rates of hire mentioned in the scale above.
- (3). The CHPT shall, require the hirers to execute an agreement relating to the hire, whether it be within or outside the port limits, in such form as may be prescribed by the CHPT from time to time and upon such terms and conditions as may be laid down.
- (4). The rate specified against the floating crafts or appliances in the column 'period of hire' means for one individual craft or appliance.

SCALE 7 - CHARGES FOR THE USE OF THE SLIPWAY

Item No.	Classification for purposes of this Scale	Charges payable
1.	Sail, steam or motor vessel (including taking up and launching)	Rs.100 per lineal metre of overall length per day for the first two days which shall be the minimum charge.
		Rs.120 per lineal metre of overall length for every additional day of 24 hours or part thereof.
2.	Barges and lighters and similar vessels (including taking up and launching)	Rs.80 per lineal metre of overall length per day for the first two days, which shall be the minimum charge.

		Rs.100 per lineal metre of overall length for every additional day of 24 hours or part thereof.
--	--	---

Conditions:

1. Applications to put vessels on the Slipway shall be made to the CHPT or any such officials to whom powers may be delegated by it.
2. The CHPT shall issue a regulation order as to the time and manner of putting the vessel on the Slipway.
3. No ballast or weight shall be shifted or taken on Board during the time a vessel is on the Slipway except with the permission of the C.M.E.
4. The Slipway shall be cleaned and cleared previous to launching at the vessel's expense.
5. Twenty-four hours' notice in writing shall be given to the C.M.E. of the readiness of a vessel to leave the Slipway.
6. The CHPT shall not be liable for any delay caused to or damage suffered by a vessel either in taking up or in launching or while of the Slipway.
7. No person shall boil or heat pitch, tar or other combustible matter, or light a fire near the Slipway except in the places provided for the purpose.
8. No vessel, unless by special arrangement at the time of regulating, shall remain on the Slipway for a longer period than three days and all charges shall be payable in accordance with the CHPT's Scale of Rates.

Notes:

- (1) Where a vessel is not ready to leave the slipway by the time for which she was originally regulated and thereby delays another vessel already regulated to go on the slipway, double the rates for every day or part thereof she overstays her regulated time shall be levied.
- (2) The above charges are inclusive of shore labour and materials required in preparing the cradle in hauling up and in launching the vessels and also the use of blocks and shores. But vessels shall supply all other materials such as ropes, etc. Blocks and shores cut or destroyed shall be charged for according to damage done. Caps split out shall be charged for at the rate of Rs.40 each.
- (3) If work is done on Sundays and CHPT's holidays, charges at double the ordinary rates shall be payable.
- (4) In cases where the vessels are to be taken on slipway at short notice without sufficient time for preparation of the cradle to suit the tidal conditions, overtime allowance incurred for the labour employed to hasten up the preparation of the cradle shall also be levied in addition to the charges payable under the Scale specified above.

SCALE 8 - CHARGES FOR THE USE OF BOAT REPAIR RAMP IN THE BOAT  
BASIN/SLIPWAY CRADLE AT DEPUTY PORT CONSERVATOR'S BUOY YARD

The charges cover only the use of the ramp/slipway cradle and of such gear as is provided by the CHPT; occupiers shall provide their own Labour. The days of taking up and launching shall be each count as one day.

1.	Barges and lighters Rs.50 per lineal metre of overall length per day for the first two days, which shall be the minimum charges.	Rs.60 per lineal metre of overall length per every additional day of 24 hours or part thereof.
2.(a).	Small crafts Jolly boats and boats less than one tonne	Rs.20 per lineal metre of overall length per day for the first two days, which shall be the minimum charges.
(b).	Launches, Cutters, etc., one tonne and above	Rs.20 per lineal metre of overall length for every additional day of 24 hours or part thereof, for all crafts.

Conditions:

1. The use of this ramp/slipway cradle shall not be allowed to firms who already have the use of other lighter repair ramp/slipway cradle from the CHPT.
2. Applications to put a craft of any kind on the ramp/slipway cradle, shall be made to the CHPT or any such official to whom powers may be delegated by it who when practicable shall issue a permit for the purpose.
3. Crafts on the ramp/slipway cradle shall be placed so as to occupy a minimum space in the position allotted for them.
4. The CHPT shall not be liable for any delay caused or damage suffered by a vessel either in taking up or in launching or while on the ramp/slipway cradle.
5. No person shall boil or heat pitch, tar or other combustible matter, or light a fire, near the ramp/slipway cradle except in the places provided for the purpose.
6. The repairs on all crafts placed on the ramp/slipway cradle shall be carried out expeditiously. No craft shall remain idle on the ramp/slipway cradle. Any crafts which, in the opinion of the CHPT or any such official to whom powers may be delegated by it is not being dealt with expeditiously and thereby delays other crafts, shall be removed from the ramp/slipway cradle at the owner's sole risk.
7. Charges for the use of the ramp/slipway cradle shall be paid at the time of making applications for such use. Crafts remaining on the ramp/slipway cradle longer than week without payment of the charges incurred shall be liable to be sold by auction. The sale proceeds after deducting the charges and the expenses of sale due to the CHPT shall be made over to the owners on application.

Notes:

- (1) The Labour charges including the overtime allowance to the labour, if incurred, for taking up and launching of each craft will be levied separately.

- (2) The Boat repair ramp and the slipway cradle can be spared to the outside parties subject to the availability at the time of receipt of the request from outside parties and also based on the immediate requirements of the ramp/cradle for departmental use.

SCALE 9

CHARGES FOR THE USE OF THE DEBALLAST TANK PROVIDED BY THE CHPT AT THE OIL JETTY

Period	Rate	Minimum charge
Per period of 8 hours or part thereof	Rs.3150	Rs.3150

Note : The period for the purpose of above charges shall be from the time the deballast tank facilities are made available by the CHPT to the parties on their requisitions till the deballast tank is emptied of the ballast water product.

SCALE 10

CHARGES FOR LEAVING THE SEA WATER IN THE PRODUCT PIPELINES FOR MORE THAN EIGHT HOURS

Classification	Period	Rate
Charges for leaving the sea water in the product pipelines beyond eight hours	Per day or part thereof	Rs.6300

Notes:

- (1) The users of the mineral oil pipelines of the CHPT shall ensure that the salt water used for flushing is not left in the pipeline for more than 8 hours.
- (2) 'Day' for this purpose shall be calendar day.
- (3) For the purpose of levy under this Scale, time shall be reckoned from the time of expiry of eight hours after completion of flushing the pipeline with sea water till the time the sea water is emptied or replaced by products in full.

SCALE 11  
CHARGES FOR THE ISSUE OF WEIGHMENT OR STOCK CERTIFICATES AND COPIES  
THERE OF AND COPIES OF 'B' CERTIFICATES, ETC.

Item No	Particulars of the Certificate	Charge Payable (in Rs.)
1.	Weighment certificate (original)	59.00 each
2.	Stock Certificate (original)	29.50 each
3.	Certificates in respect of timber exported or shortlanded at the port (original)	23.60 each
4.	Copies of items 1,2 or 3 above, or copies of 'B' Certificate or the Trust's out-turn statement or copies of Import or Export Application or Bills or copies of survey reports.	23.60 each
5.	Copies of idle time and Multiple hook certificates or any other piece rate documents.	23.60 each
6.	Copies of cargo casualty reports	23.60 each
7.	Copies of tally sheets	23.60 each
8.	Any other Shipping or Railway documents not covered in any of the above items.	23.60 each

SCALE 12

CHARGES FOR THE DESTRUCTION OF CONDEMNED CARGO

Description	Charges Payable
Condemned cargo	Actual charges incurred by CHPT

Note: In cases of destruction by the Trust's incinerators, charges as prescribed under item 3 of Category I in Scale 6 of this Chapter is recoverable in addition to the charges prescribed under the above Scale.

SCALE 13

CHARGES ON ILLUMINATED SIGN BOXES, HOARDINGS, ENAMELLED PLATES, PAINTED BOARDS, NEON SIGN ETC., DISPLAYED IN THE CHPT'S PREMISES

Item No.	Classification for purposes of this scale	Charge payable
.	Illuminated sign Boxes :	Rs.196 per square foot per annum
2	(i) Single sided:	Rs.294 per Square foot per annum
3.	(ii) Double sided:	Rs.40 per Square foot per annum
	Hoardings, Enamelled Plates and Painted boards:	Rs.34 per Square foot per annum
	For the first 100 square feet	Rs.24 per Square foot per annum
	For the next 400 square feet	Rs.18 per Square foot per annum
	For the next 500 square feet	Rs.10 per Square foot per annum
	For the next 1000 square feet	Rs.196 per annum per Square foot
	For the 2001 square feet and Above	Rs.294 per annum per Square foot
	Neon Signs:	
	Single sided	
	Double sided	

Notes:

1. The CHPT is not responsible for any loss or damage caused to the above displays in the CHPT's premises.
2. The CHPT will receive the application for the above displays and allot the necessary space required in the CHPT's premises.
3. The installation of the displays will be in the manner stated and also will be subject to conditions prescribed by the CHPT in each case.
4. In the case of displays illuminated, the electric energy consumed will be charged extra at rates in force from time to time.
5. The advertiser/owner of the displays will be held liable for any loss or damage caused to the CHPT's property by the display and shall also be held liable for any compensation that may arise under the Workmen's Compensation Act on account of the display. For this purpose the advertiser/owner of the display shall deposit with the CHPT an amount equivalent to three months charges on the advertisement displayed by him as a guarantee for the due and faithful performance of the conditions set forth for the purpose and the deposit will be refunded after the removal of the displays less any amount that may be due to the CHPT.

6. Advertiser will not be allowed to change the advertised matter without the specific approval of the CHPT.
7. The Trust reserves the right to refuse to accept display of any advertisement without assigning any reasons.
8. Advertiser will not be allowed to sublet either the space allotted for display or any space in the display material or undertake display of matter other than their own.

SCALE 14

**CHARGES FOR SEGREGATION OF CARGO LANDED IN MIXED MARKS AND NUMBERS**

Charges as under for the labour and the staff employed by the CHPT shall be levied on the Masters, Owners or Agents of Vessels for receiving and segregating of cargo landed by vessels in a disorderly manner, i.e., not according to the marks and numbers of the packages or consignments with reference to the Import General Manifest. These charges shall also be levied in respect of cargo which do not have proper description or distinguishing marks, requiring segregation.

(Please see By-law/Regulation 3(a) of the General Regulation of the Chennai Port Trust)

Category	Charges
Shore Labour (Maistry and Mazdoor), Deployable Cargoman, Tally Clerk, Labour Supervisor, Assistant Shed Master, Shed Master	Actual wages / Salaries payable by CHPT

SCALE 15  
SURVEYS, REGISTRATION etc.

Item No.	Description	Harbour Craft other than Canoes, Shoe Dhonies and Catamarans (Refer Part II of Harbour Craft Rules). Rs.
1.	For each survey and measurement as required by the Harbour Craft Rules where the harbour craft is found sea worthy.	120
2.	On each occasion of a Harbour craft being found un-seaworthy on being inspected or surveyed.	48
3.	For registration on each of the occasions prescribed by the Harbour Craft Rules.	48
4.	For granting a licence on each of the occasions prescribed by the Harbour Craft Rules.	48
5.	For each annual inspection where the harbour craft is found seaworthy.	48
6.	For endorsing change of syrang or sukhandy or tindal or driver.	6
7.	For minor amendments of Licence/Register.	6

Notes: (i) Half of the fees specified by this rule shall be levied for the grant of a duplicate licence when it has been proved to the satisfaction of the CHPT that there is good and sufficient reason for such grant.

(ii) Fee for Survey of a steam or motor vessel:- Every application made to the Licensing Officer for a Steam or Motor Vessel in respect of which a certificate of survey under the Merchant Shipping Act, 1958 (44 of 1958) or the Inland Vessels Act 1917 (1 of 1917), is not held by the Owner or Master shall be accompanied by a fee of Rs.100 for surveying the vessel.

SCALE 16 - BOAT HIRE CHARGES.

Schedule of Maximum Rates of Hire of Licensed mechanised Boats, owned by private parties at the Port of Chennai.

Particulars	Rate per hour or part thereof	
	Outside the enclosed Harbour	Within the enclosed Harbour
Between 6 a.m. and 6 p.m.	Rs.180	Rs.120
Between 6 p.m. and 6 a.m.	Rs.240	Rs.180

Notes:

- (1) No special rates are to be charged for taking provisions and the like since the rates provided above are inclusive of the same.
- (2) If a mechanised boat has been ordered and not used, full charges will be recovered on hourly basis for detention.
- (3) All goods carried on board the mechanised boats are at the hirer's risk.
- (4) The charges for mechanised boat service do not include the wages of the mazdoors carried on it for handling cargo or stores or both on board the mechanised boat.
- (5) No mechanised boat can be employed after 5.00 p.m. for landing or shipment of heavy lifts.

#### SCALE 17

##### Charges for removal of garbage from ships

Schedule of maximum rate of charge for removal of garbage from ships lying at moorings by licensed row boats owned by private parties and transporting the same to the City Garbage Dump.

Classification	Rate
Per Boat load in full or part thereof per ship	Rs.360

Note: The above rate is inclusive of all charges incurred towards Boat Hire from shore to ship in mooring and back to shore at the appointed place, labour for loading of garbage from vessel and unloading of garbage from Boat to Shore, charges for the use of lifting gear, if any, transporting from landing point to the City Garbage Dump.

SCALE 18

CHARGES LEVIED ON THE PLANTS AND APPLIANCES WHICH ARE AVAILABLE WITH  
THE BOARD FOR HIRE TO THE PUBLIC

Serial Number and Description (1)	Rate of hire (2)	Period of Hire (3)	Minimum Charge (4)	Remarks (5)
1. Diesel Road Roller	168	Per hour or part thereof	1002	Rate does not include fuel and water.
2. Welding set, electric or petrol-driven	78	-- do --	602	The Charge does not include cost of providing connections for electric supply in the case of electric welding plant and operating cost plus overhead charges which will be extra.
3. Portable air compressor diesel engine - driven 7.350 cubic metres per minute.	868	Per period of 8 hours or part thereof	868	The charge does not include operation cost and overhead charges which will be extra.
4. Portable air compressor diesel engine - driven 10.300 cubic metres per minute.	1040	-- do --	1040	-- do --
5. Diesel engine-driven "WinGet" concrete mixer 396.436/282.168 cubic decimeters capacity	336	-- do --	336	-- do --
6. Motor Launch 'Vigil' or M.L. 'Venture' or M.L. 'Valour' or M.L. 'Vitruv' or 'Pioneer' or 'Vetri' and 'Veeramani'	Rs.960.34 for coastal vessel US\$ 60.60 for foreign-going vessel	-- do --	Rs.960.34 for coastal vessel US\$ 60.60 for foreign-going vessel	The charges for the launch pulling cutter and mooring boat are only for special services. Their ordinary services of attending on pilots and ships are not to be charged for under this scale.
7. Mooring Crew	Rs.145.79 for coastal vessel US\$ 9.20 for foreign-going vessel	Per hour or part thereof	Rs.145.79 for coastal vessel US\$ 9.20 for foreign-going vessel	

8.	Chain slings				
	(a) Capacity not exceeding 5 tonnes	22	Per Shift or part thereof	---	'Shift' means shift of such hours as will be in force from time to time for landing and shipment of cargo, as the case may be.
	(b) Over 5 tonnes but not exceeding 10 tonnes	40	-- do --	-- do --	
	(c) Over 10 tonnes but not exceeding 15 tonnes	56	-- do --	-- do --	
	(d) Over 15 tonnes but not exceeding 20 tonnes	74	-- do --	-- do --	
	(e) Over 20 tonnes but not exceeding 40 tonnes	96	-- do --	-- do --	
9.	Wire rope slings :-				
	(a) Capacity not exceeding 5 tonnes	40	-- do --	---	-- do --
	(b) Over 5 tonnes but not exceeding 10 tonnes	56	-- do --	---	-- do --
	(c) Over 10 tonnes but not exceeding 15 tonnes	74	-- do --	---	-- do --
	(d) Over 15 tonnes but not exceeding 20 tonnes	112	-- do --	---	-- do --
	(e) Over 20 tonnes but not exceeding 40 tonnes	134	-- do --	---	-- do --
10.	Shackles :-				
	(a) Capacity not exceeding 5 tonnes	12	-- do --		-- do --
	(b) Over 5 tonnes but not exceeding 10 tonnes	22	Per Shift or part thereof		-- do --
	(c) Over 10 tonnes but not exceeding 20 tonnes	56	-- do --		-- do --
	(d) Over 20 tonnes but not exceeding 40 tonnes	96	-- do --		-- do --
11.	Locomotives lifting beam with shackles	232	-- do --	---	-- do --
12.	Gear Hobbing Machine	1446	-- do --	726	-- do --
13.	12 ½ Tons Test	74	Per day of	74	

	Loads		24 hours or part thereof		
14.	Sea Fix Equipment	15750	For a period of 8 hours	15750	
15.	60 tonne - Spreader with Shackles attached to F.C. Vaigai	106	For 8 hours or part thereof	106	
16.	GO-4 Fire Fighting Pump	2520	Per shift or part thereof	2520	
17.	Trucks mounted Tank to receive slop/bilges/oily residues and oily mixtures from ships to tank farm at the Ore Berth.	3500	Per Trip	3500	
18	20 Tonne Gantry crane	Rs.19/-	Per tonne		
19	Tanker Trailer of 8 KL capacity	Rs.8250/-	Per trip - 4 hours shall be given to load the sludge. Detention charges of Rs.1375/- shall be levied per hour or part thereof, if the users detain the trailer beyond four hours.	---	The time of 4 hours shall commence, on reporting of the trailer at the vessel. The timing of taking the sludge from alongside the ship to the dumping ground or storage places shall not be considered as time detained by the user.
20	Tipper Lorry	Rs.1156/-	Per period of 8 hours	Rs.578/-	Per period of 4 hours
21	Gas Cutting Plant	Rs.144/-	Per period of 8 hours or part thereof	---	---

Notes :

- (1) The hire of floating crafts and appliances by the CHPT to the public is not guaranteed normally. The craft and appliances shall be hired out only if available. The CHPT shall not be responsible to the hirer or any person for any loss or damage or injury to life or property arising directly or indirectly from the use of the crafts or appliances of any sort or any damage which may occur as a result of non-supply or delay in supply or by the use of the crafts or appliances of the CHPT or due to failure of the crafts or appliances at any stage during the period of hire. The hirer shall keep the crafts or appliances in good order and condition and shall be liable for any damage caused to the crafts or appliances during the subsistence of hire and shall make good all damages, whether by accident, by fire or otherwise (fair wear and tear excepted). The hirer shall indemnify the Board against all loss or damage or injury to life arising directly or indirectly from the use of the crafts or appliances during the period of hire to any property belonging to the Board including the crafts or appliances under hire or to any other person or property or breakdown or any demurrage incurred on cargo. The liability of the hirer shall not be affected by the fact that such loss or damage or injury to life may have arisen due to any act or default of any employee of the CHPT. The hirer shall also indemnify the CHPT for all liabilities under the Workmen's Compensation Act.  
The cost of repairing the damages sustained by the crafts or appliances or part thereof that might be broken, missing or specially damaged or lost during the period of hire shall be that actually incurred for the purpose by the CHPT including the usual indirect charges, centage charges while the cost of replacement, if necessary, of part or in full of the crafts or appliances will be either the book value or the current market value, whichever is higher.
- (2) The CHPT may require the hirers to execute an agreement relating to the hire, whether it be within or outside the Port limits, in such form as may be prescribed from time to time and upon such terms and conditions as may be laid down in each case.
- (3) The rate specified against the floating crafts or appliances in the column 'Period of hire' is for one individual craft or appliance.