

VISAKHAPATNAM PORT TRUST

Application for hire of Electric Cranes for loading or unloading a ship/for other purposes.

From

To
The Dock Inspector (G)
Visakhapatnam Port Trust

Dear Sir,

Please arrange to supply the under mentioned Electric Crane (s) for the periods and for the purpose mentioned against each:

Date Required	Particulars of Electric Crane Required	Period of Supply		Purpose for which Required
		From	To	

The hire charges may please be debited to our deposit accounts as prescribed in the Port Scale of Rates now in existence or that may be amended from time to time.

I/We hereby agree to abide by the conditions noted and that mentioned. In the Port's Scale of Rates now in existence or that may be amended from time to time and accept liability for any damage caused through infringement of any of the conditions or for any other valid reason when the crane is under my/our hire.

I/We request that necessary charges for any damage to the Electric Crane Personnel or any other kind of damage due to the fault/default of hirer duly established after due process of enquiry and with notice to hirer may be debited to our deposit account and if the deposit account is not sufficient the Port is at liberty to realise by any other means or out of any sum of mine/ours with the Port.

N.B.: The Electric crane may be supplied if available and subject to the conditions annexed.

Yours Faithfully,

Dated

Time

Signature of the Hirer with full address

Conditions for the hire of Port trust Board's Electric Crane

1. Requisition for use of Electric Crane(s) must be made out in the Prescribed form obtainable from the office of the D.I.(G) in quadruplicate and must be signed by the master, Owner of Agents of the vessels or the Importers or the Shippers or consignees or other representatives requiring the use of Electric Cranes. The Electric Crane will be supplied according the availability and discretion of port authorities in this respect is final and cannot be questioned. Such requisitions shall be submitted giving a clear notice of two hour in advance of each (shift during which the Electric Crane are required, when the Electric Cranes are required for Longer) periods than requisitioned, a fresh requisition shall be submitted at least one hour before the expiration of the period mentioned in the original requisition.
2. Allotment of a suitable Electric Crane will be at the discretion of the A.T.M.(s) and ordinarily the Electric will be supplied in the order of requisition , but the Dock's Manager may deviate from the order of in his opinion, circumstances justify such action.
3. The Electric Crane (s) hired shall not be used by their hirer for any purpose other than for which application is made.
4. The hire charges will commence from the time the Electric Crane is made available to the hirer till it is delivered back to the Port authorities subject to payment of minimum hire charges as per port scale of rates. The Electric crane is said to be made available as soon as the commences moving for the purpose of hire till she is returned back to the base.
5. One hour 's clear notice in writing must be given of cancellation of requisition for Electric Crane (s) if cancellation orders are not received in time, charges will be levied for the full period applied for and for the full number of Electric crane(s) ordered.
6. The port Trust is at liberty to withdraw the Electric crane at any time during the hire period on account of any urgency or for any special reasons without assigning any reason whatsoever and the decision of the port trust is final and cannot be questioned by the hirer. The hirer has no right to claim any loss or damage for withdrawal of the Electric crane during the hire period.
7. The Hirer shall not subject or assign the Electric crane without the consent of the port authorities in writing.
8. A load greater than their marked lifting capacities shall not be put on the Electric Crane (s) compensation not exceeding Rupees two hundred on every occasion shall be imposed on the hirer at the discretion of the Traffic Manager whenever load heavier than the marked capacities of the Electric Crane put are on them and in addition to the damages referred to in clause-6.

9. In the case of parties having no deposit accounts with the Port Trust and/or Sufficient deposits with the Port Trust, they shall deposit sufficient amount in advance as decided by the Traffic Manager till the advance deposit as directed by the Traffic Manager is deposited. The Electric Crane will not be supplied.
10. The Electric Crane(s) shall not be used for the lifting out hatch beams but these may be replaced by means of the Electric Crane(s).
11. Slings of Import goods shall be made up directly under the open hatch way of any vessel unloading at quays and under no circumstances whatever shall electric crane (s) be employed, for the purpose of breaking out or removing goods from under the comings.
12. The Electric Crane (s) shall be used along with no other lifting gear in conjunction with them at any time.
13. The hirer must see that the Board's Electric Crane(s) work quite clear from the ship's gear and of all observations.
14. Heavy lifts of over the lifting capacity of the crane requisitioned shall be declared by the Master of the vessel who shall be responsible for all accidents arising from mis-declaration.
15. No. Cargo shall be discharged from any vessel at a quay except under the supervision or the maser of the owner of the vessel or his stevedores Such master or owner or stevedore either jointly or severally shall be responsible to the Board for any loss or damage to life, limb, or property arising from the careless or improper slinging of goods on board such vessels.
16. Master and owner of vessels lying at a quay shall be jointly and severally responsible for the proper provision of lights in those parts of the ship where work is being out in any way connected directly or indirectly with the use of the Board's Electric Crane(s), Quays and other property. In default, they shall be responsible to the Board jointly and severally in respect of any loss or damage to life, limb or property which may result.
17. That the right of application of these clauses and conditions shall rest with the Traffic Manager.