SHORT-TERM CONTRACTOR AGREEMENT

BETWEEN

INDIA PORTS GLOBAL CHABAHAR FREE ZONE

AND

{Selected bidder as CONTRACTOR}

FOR

Short Term Contractor Agreement for part of the First Development Phase of Shahid-Beheshti-Chabahar Port, Islamic Republic of Iran

Dated :{}

THIS **SHORT-TERM OPERATION AGREEMENT** for part of the First Development Phase of Shahid-Beheshti-Chabahar Port, Islamic Republic of Iran (this "Agreement") is entered into at Tehran and entered into on this [●] day of [●].

BETWEEN:

India Ports Global Chabahar Free Zone, a company registered under the laws of Islamic Republic of Iran, at Companies Registration Office of Chabahar Free Zone with registration No. 3334 , ID no. 14007634927 and having its registered office at Administrative Building, Phase 1, Shahid Beheshti Port, Chabahar Free Zone, Sistan & Baluchistan Province, Iran Zip Code:9971658758 (hereinafter referred to as "Authority", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the ONE PART;

AND

{…….}, a company incorporated under the laws of Islamic Republic of Iran, having Company Registration Number {……}, ID no. {……} at Companies Registration Office of {……..}, and having its registered office at {……} (hereinafter referred to as "Contractor", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the OTHER PART.

WHEREAS:

A. The Director General of Sistan & Baluchestan Port Authority has granted to India Ports Global Limited (previously known as India Ports Global Private Limited) ("**IPGL**") hear after called as Principal, a lease of the Terminal Area (*hereinafter defined*), and a right to operate the Terminal Area to provide the Terminal Services under 'the Lease Contract for part of Shahid Beheshti Port – Phase 1, Chabahar' executed on [6th May], 2018 which has been extended till 24th June 2022

B. IPGL has incorporated a Project SPV - Indian Ports Global Chabahar Free Zone (IPGCFZ) as a special purpose company in the Islamic Republic of Iran.

C. IPGCFZ has resolved to select an Iranian Local Entity and such Entity will carry out *inter alia* the short-term operation and management of the Terminal Area. Accordingly, IPGCFZ had invited proposals in Iran by its Request for Proposal Dated 20 Sept 2023 (the "**RFP**")

D. As per the terms of this Agreement, the Contractor has agreed to carry out the operation and management of the Terminal Area to provide the Terminal Services as per the terms and conditions of this Agreement.

The Authority and the Contractor shall hereinafter collectively be referred to as "Parties" and each individually as a "Party".

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

ARTICLE 1: DEFINITION AND GENERALITIES

1-1- Definitions

Unless otherwise defined in the Agreement, the terms and expressions used in this Agreement have got the following meanings assigned to them:

1-1-1- Organization:

Means Ports and Maritime Organization (PMO) or Sistan Baluchestan Province Port Authority (SBPA) which is the port administrator in accordance with the law.

1-1-2- Port

The port, as the case may be, means Chabahar – Shahid Beheshti port located in the Iranian Sistan & Baluchestan Province.

1-1-3- Exclusive Yard

Means the Yard of the port or other company(s) which are parties to the Port/Organization/Authorized to provide some Terminal Services.

1-1-4- Tariffs

Means the chargeable price of the port services notified by the Organization to the Authority/Contractor.

1-1-5- Change in Laws and Regulations

Means repeal or amendment or change in application of the current laws, regulations (for example, any tax laws and regulations), consents or approvals, or legislation of new laws and regulation.

1-1-6- Area of the Terminal (Terminal Area)

Area of the Terminal means the existing building site and properties within the port area assigned to the Contractor by India Ports Global Chabahar Free Zone (Authority / IPG – Chabahar Free Zone), including: jetty docks, container/multi-purpose berth (about 1240 meters in length), container/cargo yards (Approximately 69.5 Ha), administration and welfare building, workshops, installations public utility, facilities, spaces between them, and port equipment detailed specifications of which have been provided in Annex 2 which are made available to the Contractor by Authority for the provision of Terminal Services.

1-1-7- Terminal Services

Means loading and unloading of cargos and containers from/to ships, planning and storage of cargos and containers in multipurpose yard, storage of containers containing dangerous goods according to requirements of IMDG CODE, stevedoring, reefer services, stuffing/stripping, warehousing, cargo and container unloading and loading from/to land transportation vehicles including road and railway vehicles, relocation of containers within the exclusive terminal and yards,

stowing and offloading of consignments in the containers, document processing operations and electronic exchange of data and documents with customers and respective establishments and all usual and normal operations in the ports according to the common practice of the leading world ports and called "Terminal Services".

1-1-8- Stevedoring

Means all activities related to unloading of goods from the ship's cargo hold onto the berth or trailer and or loading of the goods from the berth or trailer into the vessel's cargo hold.

1-1-9- Cargo handling

Means terminal handling of cargo including cargo handling, discharging, stowing, carriage of cargo to warehouse/storage area and loading of cargo and vice versa.

1-1-10- Warehousing

Means delivery, stowing, storage of the cargo entering into the Terminal as per the provisions of the manifest and transport documents and, thereafter, issuing tally, registering and issuing the warehouse receipt and takeover minutes as per the rules and regulations of the Special Economic Zone.

1-1-11- Tally operation

Means keeping tally of the goods/containers and registering on tally papers or on hand-held devices following the loading and discharge of goods/containers from/to ship or truck in the port areas as per applicable rules and regulations.

1-1-12- Container handling

Means the loading and discharge of containers on/from the ship and truck, storage of all type of container (dry, refrigerated etc.) in container/cargo yard, stuffing/stripping, operation of the refrigerated containers, storage of containers carrying dangerous goods in accordance with the IMDG Code, documentary formalities and electronic data exchange between the customers and related authorities, as per applicable rules and regulations, which is common in Iranian commercial ports which are referred to container services.

1-1-13- Subsidiary Services

Means the services which are not included in the clauses 1-1-7 to 1-1-12 or for which Tariff is not available such as repetition of cargo stowing in the ship or terminal, rewrapping, packing, palletizing, shelving, labeling, stuffing, stripping etc. The rate of Subsidiary Services which are provided within the Area of the Terminal Subject of the Agreement and not determined within tariff booklet and/ or the rate of the services that may be provided in future, shall be proposed by the Contractor or Authority and shall be approved by the Authority.

1-1-14- Cargo

Means all type of goods including container and non-container entering port area excluding oils in bulk.

1-1-15- Dangerous Goods

Means all goods classified as dangerous goods in IMDG Code

1-1-16- THC Tariff

Means the tariff related to the charges of container unloading from ship, moving it to the container terminal, stacking at the yard and its delivery to the owner of the goods or vice versa.

1-1-17- TEU

Means the container counting unit which is equal to one 20 ft. container (1 TEU = one 20 feet container).

1-1-18- FCL Container:

Means a container that contains full container load belonging to only one owner.

1-1-19- LCL Container:

Means a container that contains less than container load and goods belonging to more than one owner.

1-1-20- Stuffing:

Means loading of the goods into the container.

1-1-21- De-Stuffing/Stripping:

Means offloading of the goods from a container.

1-1-22- Direct Delivery

Direct transfer of the general cargo and dry bulk cargo by the port equipment from the ship to the customer's transport means (trucks, wagons) to the outside of the port and vice-versa. It is to be noted that moving of the cargo to the warehousing operated by the third-party companies within the port areas is not regarded as the direct delivery.

1-1-23- Bylaws

Means regulations related to the subject of Agreement approved by the governmental competent authorities which are notified by the SBPA/PMO.

1-1-24- Standards

Means the national and international standards applicable in the Country and accepted by the Organization.

1-1-25- Country

Means Islamic Republic of Iran

1-1-26- Binding Laws and Regulations:

Means any law, bylaws, instruction or other governmental regulations and limitations or any executive decision governing the SBPA/Organization/Authority which has legal validity and ratified or made by an Iranian government authority with jurisdiction over the Agreement subject.

1-1-27- Requested Licenses:

Means any permission, permit or approval of the government authorities issued in relation to execution of the Subject of the Agreement needed and requested by the Contractor.

1-1-28- Default:

Means material (intentional or unintentional) failure to perform or discharge any of its obligations in accordance with the provisions of this Agreement to the extent such failure adversely affects whole or part of the Project.

1-1-29- Iranian Currency

Means "Rial" of the country of Islamic Republic of Iran.

1-1-30- Euro

Means Euro as the European Union currency unit.

1-1-31- Approved Norms

Means Performance Indicators with respect to the port operation.

1-1-32- Guideline

Means written regulations developed by the Organization or respective units and notified in writing to the Authority by PMO / SBPA/Principal.

1-1-33- Governmental Authority

Means the Government of the Islamic Republic of Iran, any governmental ministry, department, commission, board, bureau, agency, authority, instrumentality, directorate, public authority, and administrative body at central or local level or other person having jurisdiction in the Islamic Republic of Iran.

1-1-34- Annex

Means any table, list, Tariff or complementary documents related to this Agreement which has attached to that.

1-1-35- Good Performance Practice

Shall mean the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced operators engaged in port/terminal services of the type and size similar to the Project in accordance with the reasonable best practices, methods and standards that are generally accepted internationally for such Project.

1-1-36- Infrastructure Facilities

Shall mean the facilities to be made available by the Authority to the Contractor in connection with the Project, as detailed in Annex 2 (Infrastructure Facilities), in each case constructed and maintained as per Good Performance Practice.

1-1-37- Cargo handling

Means terminal handling of cargo including shore handling, discharging, stowing, carriage of cargo to warehouse/storage area and loading of cargo and vice versa.

1-1-38- Official Holidays:

Means the first day of the Iranian New Year and "Ashura" day as well.

1-1-39- Project

Means provision of services defined in clauses 1-1-6 to 1-1-13 by the Authority to the Contractor, using the Terminal Area of the Subject Agreement, the Infrastructure Facilities and the equipment provided by the Authority to the Contractor.

1-1-40- Contractor

Iranian Contractor or selected bidder appointed by IPG-Chabahar Free Zone (Authority). Contractor shall be an Iranian entity registered in conformity with the Incorporation of Marine Transportation Companies and Enterprises Bylaw

1-1-41- Tax

Means any tax or similar duties by whatever name called in the Islamic Republic of Iran, notified within the tax laws for due implementation.

1-1-42- Authority's Representative(s)

Means representative(s) that are officially introduced in writing by the Authority / Principal as duly required and according to the necessities stipulated in this Agreement for supervision affairs and following up of the Project affairs.

1-1-43- Contractor's Representative(s)

Means representative(s) that are officially introduced in writing by the Iranian Contractor or selected bidder as duly required and according to the necessities stipulated in this Agreement the Project affairs

1-1-44- Unfair Discrimination:

Means making intentional/special decisions in relation to the Port or the Area of the Terminals Subject of the Agreement by the government and judicial authorities or SBPA/PMO in a way that its effects lead to reduction in traffic or revenue or increase in the operating expenditure of Authority.

1-1-45- Intellectual Property Rights

Means the intellectual rights and ownership related to the technical know-how and operation software of the Terminals Subject of the Agreement, obtained or made

and developed by the Contractor within its contractual obligations fulfillment period.

1-1-46- Day

Means a 24-hour period starting and ending at midnight (Local time).

1-1-47- Month

Means a calendar month as per Islamic Republic of Iran's solar calendar.

1-1-48- Agreement

Means this Agreement signed between the Authority and Contractor.

1-1-49- Operation Commencement Date (OCD):

Means the date on which the Contractor starts the commercial operations of the Project in accordance with the provisions of this Agreement. OCD for the Project shall be within 20 days from the issuance of (Letter of Acceptance).

1-1-50- Authority

India Ports Global Chabahar Free Zone (wholly owned subsidiary of Indian Ports Global Ltd.) is designated as Authority for this Agreement.

1-1-51- In this Agreement, singular shall mean plural and vice versa, if so required.

1-1-52- Any reference to the current laws and regulations of the Country shall also include reference to their amendments that might be made in future (after the Agreement Commencement Date), and it also applies to new laws and regulations.

1-1-53- Annexes to this Agreement are regarded an integral part of the Agreement and the text of the Agreement and its Annex are referred to as Agreement.

1-1-54- In case of discrepancy and any difference in interpretation between the provisions of this Agreement and its Annexes, the Agreement text shall be applicable.

1-1-55- The Agreement is made in English language only.

ARTICLE 2- THE SUBJECT OF AGREEMENT

The subject of this Agreement is Operating the part of the Area of the multipurpose and container Terminal of Phase 1 of Shahid Beheshti Port Chabahar with a backup area of up to 69.5 hectares. According to the specifications provided in Annex 2 and as per takeover minutes (Annex 3) and the Operating the equipment as set out in Annex 4 and Annex **16** by Authority to Contractor for the purpose of Project and the repair and maintenance of the equipment as set out in Annex **16** by Authority to Contractor.

ARTICLE 3- TERM OF AGREEMENT

This Agreement will be for a term of on year (6 Months). This Agreement shall commence on Operation Commencement Date in accordance with the provisions of this Agreement.

Note 1: upon the expiration of the Agreement, the term of the Agreement can be extended up to two times for period of one year for each time extension, with Same terms and conditions at Authority's discretion.

ARTICLE 4 APPLICABLE TARIFF

4-1-The applicable tariffs at the Terminal shall be applied by the Contractor, according to the Approved Tariffs (as set out inAnnex 6) approved by the Organization. For certain services for which the tariff is not set out in the Approved Tariff's booklet, the tariffs shall be subject to approval by the Organization at its sole discretion.

4-2- The Contractor on behalf of Organization / Authority shall apply the Approved Tariffs and all applicable regulations and instructions in respect of the provided services and issue invoice in accordance with the financial software provided by PMO/SBPA/Authority/ Contractor and receive money in designated accounts of Organization / Authority from all users of the Terminal Services within the Terminal Area, according to the current laws and regulations.

4-3- The Contractor shall issue the relevant bills in respect of the services provided to the Authority

4-4- The Contractor shall not have any share in the Approved Tariffs, or any other amount collected from the users of the Terminal Area. All amounts collected by the Contractor from the users of the Terminal Area shall be directly deposited in the accounts of the PMO/SBPA and Authority or as per the instructions of the Authority (IPG – Chabahar Free Zone).

4-5- The Contractor shall be only entitled to receive Operation Fee (Variable and Fixed Fee) as contemplated in this Agreement subject to compliances with his obligation under the Agreement.

4-6- The Contractor Shall follow latest issued version of the Applicable Tariffs as instructed by Organization.

ARTICLE 5–OPERATION FEE

If the Contractor fulfils its obligations under the agreement, it shall be entitled to collect Operation fees (Variable and Fixed fee) as follow from Authority in its nominated bank account according to the provision of this agreement.

5-1 Fixed Fee

5-1-1 The Authority shall pay a Fixed Fee of equivalent Euro 25,000 in equivalent Rials per month during the Agreement period to the Contractor in his nominated bank account.

5-1-2 Fixed Fee shall be payable in monthly instalments within thirty (30) days of completion of every month of operations of the Short-Term Terminal Area and submission of the Invoice by the Contractor. It is clarified that the Fixed Fee shall be paid by Authority to the Contractor in Equivalent Rials based on prevailing **exchange rate adopted by Port and Maritime Authority (PMO) for THC" on last date of each Operation month.**

5-2 Variable Operation Fees payment to Contractor

5-2-1 The Authority (IPG Chabahar Free Zone) shall pay to the Contractor from the Effective Date (Operation Commencement Date), the Variable Operation Fees equivalent to {……. %} of Net revenues of Terminal Operation Services which rendered by the Contractor to the clients of the Terminal Area according to the provision of the Agreement.

a) Contractor has no share from any other revenues incurred in the terminal other than above.
b) Contractor has no share of revenue from any services provided by the Authority directly or other third party in the Terminal Area

5-2-2 It is clarified that the Contractor's services for which the Operation Fees is payable by the Authority to the Contractor shall include all Terminal Services as defined in article no. 1-1-7 to 1-1-13 including:

a) the loading & unloading the Cargo from vessel, handling to terminal, stowing in container yard and delivering to transport vehicle arranged by the Cargo owner.
b) receipt of Cargo from the owner, stowing in container yard, handling to ship and loading on a vessel; and
c) Container lashing and unlashing whether it be Quick Release Type or Manual.
d) Net Revenue shall be calculated according to the Approved Tariffs booklet after applicable discounts stipulated in the Approved Tariffs booklet or notified by Organization Authority.

5-2-3 The Authority shall pay the Variable Operation Fees to the Contractor commencing from the Effective Date, Contractor should ensure timely follow up to ensure timely recovery of outstanding service revenues of authority from customers. Variable fees is payable to the Contractor only on amount of Terminal Services Revenue actually received by authority. It is further clarified that Variable fees is not payable on VAT component of Terminal Service Revenue.

5-2-4 The actual traffic to be referred for final verification/ reconciliation of the Operation Fee shall be the traffic handled and invoiced by the Contractor as certified by the Independent Auditor at the end of Financial Year. The verification/ reconciliation of the Operation Fee shall be completed within 60 days of the commencement of the next Financial Year and any discrepancy in the Operation Fees will be addressed by the way of an adjustment against the Operation Fee payable by the Authority / Project SPV to the Contractor in the next Financial Year.

5-2-5 The Contractor shall not have any share in the Approved Tariffs, or any other amount collected from the clients of the Terminal Area. All amounts collected by the Contractor from the clients of the Terminal Area shall be directly deposited in the accounts of the PMO/SBPA and Authority or as per the instructions of the Authority.

5-3 Other Financial Terms

5-3-1 Contractor shall comply with all applicable laws and regulations of the country and applicable deduction to this Agreement (i.e., all the legal deductions like Social Security Organization costs, withhold tax, etc. of this agreement shall be burden by the Contractor).

5-3-2 Contractor must comply with all laws and regulations in relation to goods which are declared by the free zone administration as Abandoned or Expired, such laws and regulations include Customs law and executive bylaws thereon as well as SBPA / PMO's executive procedures (current or future) and regulations that selling organization has laid down and, if applicable, the provisions of law appertaining to establishment and administration of free zones and executive bylaws thereon.

5-3-3 The Contractor shall obtain an activity license from Chabahar Free Zone Organization within first month of Operation

ARTICLE 6 GUARANTEES

In order to guarantee execution of the Contractor's obligations and simultaneous to effectiveness of the Agreement Operation Commencement Date, the below guarantee is obtained from Contractor:

6.1 Contractor shall submit a bank guarantee of equivalent to Euros 2,00,000 or Equivalent Rials based o based on exchange rate applicable for THC notified by PMO on date of letter of acceptance as "Performance Security" within Twenty Ten days (20 days) of issuance of Letter of Acceptance). This bank guarantee will remain valid at least one-year after the Term of Agreement. In the event of extension of the period of subsistence of the Operation Agreement for an additional period, for any reason whatsoever, the Contractor shall ensure that the Performance Security shall be updated and extended for such additional period based on exchange rate of extension date.

6.2 Should the Authority enforce the Contractor's bank guarantee, in whole or in part, the Contractor is obliged to reinstate the contractual guarantees maximum within one-month period as per clauses 6-1 of this Article.

6.3 At least one year after expiration of the Agreement and full settlement of accounts, aforesaid bank guarantee shall be handed back to the Contractor.

ARTICLE 7- CONTRACTOR'S OBLIGATIONS

7.1 Commencement of the Agreement

Contractor is obliged to sign the subject Agreement and start operation within Twenty (20 days) days of issuance of Letter of Acceptance. if not already extended by the Authority, from the date of signing of this Agreement. Otherwise, Authority may terminate the Agreement and confiscate the Contractor's guarantees and cash their amounts.

7.2 The Project Implementation

7.2.1 Contractor is obliged to implement the Project to all incoming / outgoing cargo and or vessels to/from the Terminal Area and/or to the clients of the Terminal Area.

7.2.2 Contractor undertakes to make necessary measures for the implementation of the Project according to the good performance practice which is common in advanced ports.

7.2.3 The Contractor shall also perform stevedoring of bulk, palletized and non palletized cargo, The Contractor is entitled to charge variable fee for stevedoring services rendered by him however the Contractor has no share of the revenues arising from penalties of non-palletized cargo and other penalties.

7.3 Terminal Utilization

7.3.1 Contractor is authorized to use the Terminal Area exclusively for the purposes as set out in this Agreement and Annexes hereto.

7.3.2 Since port areas and cargo warehouses under the Agreement are for general port services, operation of the terminal is Contractor's duty which must be performed under supervision of Authority & SBPA / PMO.

7.3.3 Operations of the terminal area, container/multi-purpose berth (about 360 meters in length & draft of 16.0 meter), container/cargo yards (Approximately up to 69.5 Ha), administration and welfare building, workshops, installations public utility, facilities, spaces between them, and port equipment

7.3.4 Contractor shall furnish or equip administration / operator office space provided by Authority at its own cost. It is responsibility of Contractor to ensure proper design (includes cabins, lighting, air conditions, table & chair etc.) and sitting layouts with sufficient space allocation for Authority, working area of its own

staff, and space for custom officers, banks, Mini conference rooms / meeting rooms etc. These designs or interior layout shall be developed in consultation of Authority.

7.3.5 The Contractor Shall Comply with latest issued version of the Applicable Tariffs as instructed by PMO.

7.4 Loading, Discharge & Storage of Cargos and Containers

7.4.1 Under this Agreement, Contractor shall be responsible for maintenance, safety and proper delivery of goods and containers with due compliance of pertinent laws (e.g., the laws of free zones, special economic zones and customs administrations).

7.4.2 The Contractor undertakes to conduct the process of all documentary operations (the special and free zone upon accession), in accordance with the provisions of the instructions and executive and notified procedures and comply with the security requirements regarding the electronic data exchange and its software and printing of relevant documents.

7.4.3 The Contractor is obliged to observe the conditions set out in Annex 12 regarding the unloading, loading and storing of goods at port facilities (warehouses and yards).

7.4.4 The Contractor will follow the specify productivity norms for the discharge and loading of goods, container, and loading and unloading of trucks for the year. The Authority shall observe the norms set during the year. For avoidance of doubt, these productivity norms shall not be interpreted as guaranteed targets or any kind of volume commitments.

7.4.5 If necessary and at the discretion of the Authority, the Contractor undertakes to carry out all or part of the port services required for the cargo of the vessels which are due to be moved to the premises and/or warehouses under the operation of third parties based on tariff in port area. Contractor will receive a share of revenue after deduction of PMO's share of revenue for carrying out such services, Authority shall share variable fee% of the remaining amount with the Contractor.

7.4.6 For the purpose of loading and unloading goods and containers, The Contractor undertakes to use the equipment and tools appropriate to the type, weight, volume and packaging of the goods bearing the Certificate of Validity and the identification and plate containing important capacity considerations and the signs in accordance with Annex 8 and Annex 12.

7.4.7 The Contractor is obliged to carry out the port operation in accordance to Integrated System for Cargo Owner Identification & Authentication software

7.5 Dangerous Goods

7.5.1 The Contractor hereby undertakes to comply with the obligations of the international conventions for safety and protection of goods and the containers containing dangerous goods (IMDG CODE), Convention on Safe Containers (CSC), (ISPS CODE) and other related codes and conventions to which the

Government of the Islamic Republic of Iran has joined, provision of which are set forth in Annex 10

7.5.2 In case of offloading, loading and storage of dangerous containers and goods, the Contractor undertakes to comply with the corresponding regulations (including International. Maritime Dangerous Goods Code) and shall provide necessary training for his own personnel with respect to the regulations on loading, unloading and shipment of dangerous goods and containers and shall nominate to the Authority at least one of his qualified personnel as in charge of shipping, transportation and storage of dangerous goods.

7.6 Management of the moving of cars and equipment.

7.6.1 The Contractor undertakes to comply with the traffic plan of the port (as per Annex 15) and observe the requirements therein including organization of the moving of the cars and equipment and trucks entering into the areas and segregation of the areas using the specific signs at its own expense.

7.6.2 If the Contractor, due to its mismanagement fails to carry out the loading and discharge operation of trucks in Area of the Terminal in the same day as per predetermined plan rendering to stoppage in the loading of cargos to the trucks, Contractor shall pay costs incurred due to the idle trucks in accordance with the related table of penalties.

7.7 Safety, Health and Security

7.7.1 Contractor shall comply with the safety, health, environment, firefighting, and security requirements in Area of the Terminal as per the rules and regulations set forth in Annexes 8 and 9. All costs incurred from discharging the obligation in this Article shall be borne by the Contractor, the Contractor will be responsible for providing security of the Area of the Terminal as specified in Annex 2. It is obvious that the Contractor is not allowed to limit or restrict the access of the supervisor and representatives of the Authority or Organization to the area under operation by the Contractor.

7.7.2 Cleaning of the Area of the Terminal on a regular basis shall be at the responsibility and expense of the Contractor.

7.8 Security and Disciplinary Obligations

7.8.1 Contractor shall be responsible for providing the security of the facilities, equipment and the cargos existing in the Area of the Terminal as specified in Annex 4, at its own cost.

7.8.2 Contractor shall comply with the requirements contained in the security and disciplinary Instructions (set forth in Annex 13), to be notified by the Authority, throughout the Term of Agreement. It is to be noted that all losses incurred due to non-compliance of the above-mentioned requirement shall be borne by the Contractor. Contractor, at the end of the Agreement term or its termination shall transfer all documents and information to the Authority and shall not disclose the

information related to the operation of the Terminal to any third party for 5 years from the date of termination.

7.8.3 Contractor shall comply with requirements of the ISPS Code and related guidelines to be notified by the Supervisory Body.

7.9 Information Technology (IT)

7.9.1 Establishment of an internal computer network, especially for internal use, specified in the Agreement, by submission of the network design with the written permission of the Authority before any action without destroying the facilities and property of the port is permissible.

7.9.2 Contractor will procure and use all relevant Software and hardware (computer, printers, Internet, servers, cables, and other associated IT infrastructure) at its own cost. Contractor shall procure the IT related assets based on the required data and information from Authority's at his own cost with due observance of terms and conditions of the Agreement.

7.9.3 Contractor is obliged to use IMAS and GCOMS or alternative systems, if needed and instructed by SBPA/PMO.

7.9.4 Contractor is obliged to deploy and utilize a Container Terminal Operation System with proved record of experience of operation of Container terminal and berth within last five years having following capabilities

(i) Berth Planning, Yard Planning, stowage, loading and unloading planning and for a container terminal

(ii) Document management system with various document handling functions, such as recording, planning and processing of cargo, containers and vehicles at a container/cargo terminal.

(iii) Operation system capable of Terminal Monitoring & control and management of Gate/Yard/Ship/DG/Reefer/CFS/EDI/Web IP Service/Mobile Cell connection and data collection.

(iv) Billing option with functionality: calculation terminals cots according to approved tariffs; manage contracts & records; creation service reports & invoices; ERP interfacing and full EDI support and validation of the billing system;

(v) Customer Relationship management system with web portal having capability of authentication of the clients and other stakeholders of the terminal, web access to the classified information by the client, tracking of the cargo and container, online payments and invoicing, Release Order, Loading Order, Container repair Order, customized repot to the clients (consignees, shipping lines, NVOCC, FF, etc.), container monitoring reports (entry, exit, inventory, and referee monitoring).

(vi) Data Exchange capability in different format include in XML formats & EDIFACT: CODECO (track/rail confirmation of arrival/ departure); CUSCAR (import cargo manifests/ bills of lading); BAPLIE (unloading list container shipboard placement map export & import); COPRAR (loading list) etc.

(vii) Yard stowage planning, IMDG management; CFS, empty depot management; refer zone management.

(viii) Management system including capability of definition, control, and measurement of KPI with 60 predetermined KPI, Statistical report and data exchange, financial insights on historical operational details, customizable management dashboard, customizable reporting system.

(ix) Web Base Technology with secure access vide internet.

7.9.5 Contractor is required to comply with ISMS or ISO 27001. The followings are some important requirements to be observed:

- Identification of vulnerabilities against cyber-attacks, assessment of operational risks, selection of control mechanisms and risk management as well as audit of the control mechanism are at responsibility and cost of Contractor.
- Ensuring physical and environmental security for valuable and confidential information as well as computers and making sure that business documents are properly kept in two separate physical spaces are Contractor's responsibility.
- Since the main internal network is available for data exchange under port and marine integrated system, should Contractor decide to use internet, the internet platform must be separated from network to ensure safety and minimize plausible risks.
- Contractor is required to keep firewalls and security patches updated on terminal servers.

7.9.6 No communication with other networks is permissible without prior written authorization of Authority. Such authorization shall be given after it was ensured that such communication is necessary, and the Contractor has provided for security requirements and complied with the Authority's instructions.

7.9.7 Contractor shall provide a backup of the systems under its control including servers, specific software, and databases at its own cost.

7.9.8 Contractor is required to designate an information and communication technology contact person who must be fully competent representative acting on behalf of Contractor.

7.9.9 Contractor must provide statistic/financial/operational/maintenance report in the format determined by the Authority.

7.9.10 Data, information, statistics, figures and system-produced reports are owned by Authority. Contractor is not allowed to use or disclose them without a prior authorization of Authority.

7.9.11 Contractor is required to comply all national regulations (or international regulations that have been nationally recognized) as well as organizational regulations relating to data processing or utilizing.

7.9.12 Contractor is required to establish a suitable walkie-talkie systems to communication required during operation among operator (s), supervisor (s) and or vessels (s) .

7.10 Manpower and Trainings

7.10.1 Contractor is obliged to take approval of the Authority, prior to the appointment of executive director or terminal manager to execute the provision under this Agreement. The terminal manager, executive directors and operations supervisor(s) shall have enough relevant experiences with good English language skills.

7.10.1 Contractor is obliged to deploy and keep maintain mandatory permanent skilled manpower during the term of the Agreement dedicated solely for the Project with a minimum number but not limited to the manpower organization chart finalized by the authority:

Depend on work load the Contractor can assign the staff of each job title to the relevant tasks having similar required skills subject to the compliance with the required qualification e.g. MHC operators can be assigned to Pneumatic Unloader subject to compliance with required equipment training.

The Contractor shall provide any additional required manpower needed for the project suitable for Operation other than minimum permanent manpower

7.10.2 Contractor shall nominate and obtain a qualification permission for deploying of permanent dedicated man powers from the Authority.

7.10.3 The Contractor undertakes to recruit adequate human resources in addition to the minimum mandatory permanent staff to suit the workload of the operation.

7.10.4 The Contractor shall comply with all labor laws toward his staffs.

7.10.5 The Contractor shall submit a payroll list consisted in dedicated man powers of the project along with the monthly fixed fee bill.

7.10.6 The provision of the human resources required to carry out the Subject of the Agreement, both skilled and non-skilled, shall be provided by the Contractor as per Manpower standards set out in Annex 11 at responsibility and cost of Subcontractor

7.10.7 The individuals employed by the Contractor for the purpose of this Agreement,

will be regarded as its employees and Contractor is responsible to comply with labor laws and regulations especially which are laid down by special zones authorities (if any), and to bring them under social security insurance protection. Authority or Organization bears no responsibility over payment of their salaries/allowances, insurance, social security protection or compensation of their failure to observe safety tips, work risks, death, maim and dismissal during and after the Agreement.

7.10.8 Before the Operation Commencement Date, Contractor shall introduce to the Authority its directors / terminal manager and project managers who are in charge of executing this Agreement.

7.10.9 In order to provide services specified under this Agreement perfectly, the Contractor undertakes to employ well-trained qualified personnel, who hold valid certificates approval by Authority

7.10.10 Contractor shall, during the Agreement, update skills and technical knowledge of its personnel at its own cost through providing timely training courses in accordance with Organization's training instructions and schedules that Authority may instruct for this Agreement.

7.11 Standards& Licenses

7.11.1 Contractor shall implement IMS system within six months from the Operation Commencement Date, in such matters as quality management, safety, health and environment.

7.11.2 Contractor shall obtain all applicable licenses / permits that may be required for execution of this Agreement

7.12 Insurance and Compensation

7.12.1 Within 20 days from the permission to use the Terminal Area as per Article 8.1 and before OCD, the Contractor shall provide and maintain the following insurance policies during the Agreement from reputed Iranian insurer approved by SBPA / PMO, at his own cost, and shall submit to the Authority the certified copies thereof.

- The Contractor shall at its cost, in line with execution of the subject of Agreement, purchase third party liability insurance policies in Contractor's name, for owners of goods, ships and other relevant people.
- With SBPA / PMO as the beneficiary, the Contractor undertakes to, at his own cost, purchase all risk insurance policies for the installations provided to the Contractor, other than the berth and marine infrastructure constructed/provided by the SBPA / PMO.
- With Authority (IPGCFZ) as the beneficiary, the Contractor undertakes to, at his own cost, purchase all risk insurance policies for maintain the insurance policies for all the equipment listed in Annex **16**, during the Contract from reputed Iranian insurer, and shall submit to the Lessee the certified copies thereof.
- The Contractor is responsible to compensate any damage or losses to the cranes

due to the default of the Contractor if it may not be partially or totally recoverable from Insurance policy.

- The insurance policy to be obtained by the Contractor, shall be finalized by a consultative committee comprising of one each representative of the PMO / SBPA, Authority, Contractor and the insurance company to address the suggestions, in line with the terms of the Agreement, in a comprehensive manner. The Organization central policy will be followed for the purpose of obtaining insurance and identifying the insurer.
- The Contractor shall ensure that he takes adequate insurance coverage of the employees working on the Terminal and Infrastructure Facilities.
- Contractor shall take adequate insurance coverage for the facilities like terminal area, container / multi-purpose berth, container/cargo yards (Approximately 69.5 Ha), administration and welfare building, workshops, installations public utility & facilities.
- In case of occurrence of any damage to the berths, installation and buildings, of the SBPA / PMO/ equipment of the authority and goods and ships of customers, as a result of Contractor or his personnel's Default, the Contractor shall pay to the extent covered by the insurance policies of the Contractor. For avoidance of doubt, compensation payable to above mentioned customers arising out of Contractor's fault, shall not be limited by materiality.
- Contractor must not delay in furnishing the insurance policy documents as set out under this Agreement. In case of any delay, Contractor shall pay relevant penalties as stipulated in Annex 5. of this Agreement
- The contractor shall comply with and observe the conditions of the the Insurance Policy obtained by Authority for its own equipment. The Contractor will be liable for any damage or loss due to failure to meet the condition of the Insurance Policy notified by the Authority to the Contractor.

7.12.2 In the event of Contractor's failure in providing appropriate insurance protection, as approved by the consultative committee, for its establishments and personnel in a timely fashion, Contractor shall be responsible to compensate any losses that it may incur to port areas and facilities, ship, cargo or any financial and life damages to other natural persons and legal entities. This provision is applicable to other Agreements that Contractor may enter into with third parties as well.

- The value of the goods for the payment of compensation (loss, deficit, corruption, fracture, and destruction) to the cargo owners shall be the value of (CIF), which is specified in the purchase documents.
- The deadline for payment of compensation for the damages to vessel, goods and containers or financial losses to other natural persons and legal persons by the Contractor shall be as per applicable rules and regulations.

7.13 Compliance with the laws and regulations

7.13.1 The Contractor undertakes to comply with all applicable laws, regulations, conventions, and standards, whether existing or to be approve by the competent authorities of the Country in future, as well as all instructions to be notified by "SBPA/PMO".

- Other required procedures and programs should be prepared and developed and submitted to the Authority in compliance with the applicable standards so that, if agreed by the Authority, they could be implemented in a manner that they would not cause delay or disruption in discharging the Contractor's duties.
- If the Port is declared as Special Economic Zone or Free Zone, the Contractor is obliged to observe the laws, rules, regulations, and bylaws governing the Special Economic Zone.

7.14 Patronage and Intellectual Property Rights

7.14.1 Intellectual Property Rights developed by the Contractor shall be transferred, subject to approval of the Authority upon expiry/termination of this Agreement.

7.14.2 This Agreement does not establish any right of business and patronage for the Contractor and the Contractor shall not claim such right during or after the Term of Agreement.

7.15 Usage of equipment

Contractor shall operate the equipment provided by the Authority/SBPA/PMO as per Good Performance Practice. In the event of any damage to the equipment by the Contractor or his personnel, Contractor shall pay the penalties levied by the Authority. The Contractor shall undertake the fuel cost required for the operation, at the rate notified by relevant authority.

7.16 Acknowledgment of awareness as to the subject and provisions of the Agreement

7.16.1 The Contractor confirms that, by signing this Agreement, it has visited the terminal and has been informed of the circumstances of the subject of the Agreement and has assumed all responsibilities and consequences arising from implementation of the Agreement being fully aware of the rules and regulations and shall not ask for any reduction of its obligations invoking to its ignorance.

7.16.2 In the event of the Contractor's failure to comply with any of the provisions of Article 7, the Contractor is required to pay the penalties specified in Annex 5.

7.16.3 Repair and maintenance of Buildings & Facilities

7.16.4 Repair and maintenance of areas, storages, access ways, buildings and facilities (water, electricity, gas, telephone and IT lines within the Agreement as per Annex 2 and 3) surrounding the terminal, and procurements of building materials, paints etc., in accordance with Annex 8, as well as all actions that are necessary for better maintenance and operation of the terminal are an obligation of Contractor at its own cost under the term of this Agreement.

7.16.5 Contractor is allowed to make some changes and corrections at buildings and technical conditions of the facilities within the allocated area at its own cost with a

prior written approval of the Authority.

7.17 Additional Equipment

7.17.1 Other than the equipment provided by the Authority as per Annexure 4, Contractor undertake to provide following minimum required equipment for the purpose of the project withing Terminal Area moreover the Contractor is free to provide any additional equipment for the provision of Terminal Services at its own cost, subject to approval of Authority.

List of Minimum Equipment to be provided withing term of the Agreement by the Contractor in the terminal area.

a. 7 no. Terminal Tractor suitable for handling container withing terminal area
b. 2 no. pick up vehicle less than 5 years old
c. one vehicle suitable for HSE purpose.
d. Wire rope, slings, and shackles
e. Three wheel loader with bucket capacity more than 3 cubic meter not more than 5 years old, for handling of bulk material in terminal area or cargo hold of vessels
f. One forklift with three stage mast of 2.5-3 tons capacity.
g. Other vehicles, tools, equipment, instruments and consumable may require for operation

7.17.2 Contractor shall be responsible for repair & maintenance of such additional equipment as per good industry practice. Contractor shall submit to the Authority, safety certificate issued by the classification institutions in accordance with the operational and technical standards during the Agreement period.

7.17.3 During the Agreement period, Contractor shall maintain insurance for such additional equipment from reputed Iranian insurer approved by Authority, at his own cost.

7.18 Transportation Service from Shahid Beheshti to CFZ warehouses

7.18.1 The Contractor shall provide Transportation and transit Service for the Container cargo or empties from Shahid Beheshti Port of Chabahar to the warehouse of CFZ at the discretion of the Authority at his own cost with the fee approved by the authority.

7.18.2 The Contractor is obliged to provide all the facilities, permission, trucks required for provision of transportation/transit to CFZ warehouse or vise versa

7.19 Maintenance and Repair

7.19.1 The Contractor is responsible for the Maintenance and Repair of the equipment set out in Annex **16** according to the instructions, guideline and manuals of Original Equipment Manufacturers (OEM) and the provisions provided in Annex **17**

7.20 Attraction of Shipping Line and Shipping Service

The Contractor shall ensure to run a regular direct shipping line between Chabahar Port and West Coast of India or entered into consortium with a shipping line for providing Direct shipping Services from West Coast of India to Chabahar on regular scheduled call basis with a competitive and economic freight rate.

ARTICLE 8–AUTHORITY'S OBLIGATIONS

8.1 Within signing and notification of this Agreement and prior to Operation Commencement Date, Authority shall provide permission to use the Terminal Area according to the takeover/ hand over minutes and the Terminal Facilities to the Contractor, without any Encumbrances and in such a manner that the Terminal Area and the Terminal Facilities are "fit for purpose" in order for the Contractor to discharge its obligations.

8.2 On request of the Contractor, Authority shall facilitate through SBPA / PMO to provide the equipment from the list in Annex 4 to the Contractor and granting permission to operate the equipment for the agreed Agreement Term. At the discretion of the authority the equipment from the list in Annex 16 can be facilitated to be provided to the Contractor for operation according to the agreement with the request of the Contractor subject to the acceptance of the Authority.

8.3 Following the signing of the Agreement the Authority shall facilitate through SBPA / PMO to obtain the necessary permits for the entry and exit of its managers, employees and all persons needed by the Contractor as per applicable rules and regulation, upon written request, for the fulfillment of its duties.

8.4 Authority shall facilitate through the SBPA / PMO for necessary water supply, electricity, fuel and telephone utilities, at the same rate at which such utilities/consumables are made available to the Authority by SBPA / PMO. The Contractor shall make payment based on actual consumption of such utilities/consumables as indicated by meters installed at the Terminal Area by the SBPA / PMO. The cost of purchasing and installing of the said meters shall be borne by the Contractor.

8.5 Authority shall facilitate through SBPA / PMO to offer firefighting and rescue services in case of an emergency or at the request of the Contractor. The Contractor undertakes to pay all expenses related to operations and consumed materials based on the tariffs set by the Organization.

8.6 Authority shall facilitate through SBPA / PMO in conducting training programs for the Contractor`s employees and shall issue related certificates to the trained personnel. All related costs of holding training courses shall be borne by the Contractor.

8.7 Authority shall facilitate through SBPA / PMO in carrying out repair and maintenance of equipment for the purpose of keeping them in operational readiness condition as per a PM plan and Annex 4 and provide corresponding safety certificate issued by the classification institutions in accordance with the operational and technical standards during the Agreement term in the Terminal.;

8.8 Authority shall facilitate through SBPA / PMO the manner of issuance of invoices relating to the operation of the Terminal such as preliminary bills, insurance costs, port charges, direct delivery bill and etc.) through a written notice to the Contractor

8.9 On the request of the Contractor, Authority shall facilitate through SBPA / PMO to provide the equipment from the list in Annex 4 to the Contractor with the execution of the handover/takeover minutes

ARTICLE 9. - OTHER TERMS OF THE AGREEMENT

9.1 Allocation of ships at terminals for loading and unloading operation shall be carried out by the SBPA/PMO on first come First Serve Basis.

9.2 In the event of any unusual delay for the unloading and loading operations of the ships berthed at the terminal (upon the Authority discretion and set Productivity norms), the Contractor shall be responsible for the objections of the beneficiaries, and the Authority may, in addition to enforcing the penalties, assign loading and discharge operation to another terminal of the port and collect the related costs from the Contractor. However, Contractor is not held accountable for the reasons beyond the control of the Contractor.

9.3 In view of the Contractor's obligation to provide Terminal Services, if the Contractor, for any reason whatsoever, fails to render the services on the Contractor's default, the Authority shall have the right to provide services needed by clients using the facilities of other legal entities. In this case, the Contractor will not get any Fixed and Variable Operation Fee from operations performed by third parties. Fixed Fee will be adjusted for the period; Contractor fails to render the services on the Contractor's default.

9.4 The Contractor undertakes to make its best endeavors in respect of marketing to attract goods and shipping lines by introducing the capabilities and potentialities of Shahid Beheshti terminal Chabahar port at national and international level and through holding marketing events, etc.in co-ordination with the Authority.

9.5 Contractor shall establish a center working on a 24-hour basis, for receiving and giving immediate consideration to written and electronic requests and complaints of customers aimed at achieving customer satisfaction. Contractor shall assist & support Authority to respond in writing or electronically no later than 72 hours after the receipt of requests or complaints of customers.

9.6 Authority shall notify to the Contractor the manner of issuance of invoices relating to the operation of the Terminal (such as preliminary bills, insurance costs, port charges, Direct Delivery bill and etc.) through a written notice; It is Contractor's responsibility to issue an invoice pertaining to THC, storage charges, warehouse charges & subsidiary services. Contractor is also responsible for collecting the tariff from users and deposit the same as per direction of Authority.

9.7 Contractor to prepare all forms, checklist in English and to follow all IMO regulations. IPGCFZ shall vet all the forms being used and finalize. Operations Audit and Safety audits shall be carried out by IPGCFZ.

ARTICLE 10 THE BRIBERY AND PROHIBITION OF INVOLVEMENT

10.1 Subject to current rules and regulations including but not limited to the Article 91

of the Civil Service Management Act, Note 3 which reads: "governmental organizations shall forward the cases of the individuals bribing the personnel of the governmental agencies to the judicial authorities for issuing the judicial order" and Note 4 which provides: "Planning and Budget Organization shall provide the name of the real and legal persons bribing the personnel of the governmental agencies for banning them from concluding Agreement with governmental organizations" as well as Preventing and Combating Bribery Bylaw in Governmental Agencies (Reference no: 73377/T30374H dated 13 March 2004 which is signed by the Contractor being fully aware of its provisions, if the Contractor at the discretion of the Authority and on the basis of a judicial order commits the offences and crimes set out in the said regulations, Authority, in addition to proceeding as per the pertaining regulations against the Contractor, may terminate the Agreement unilaterally.

10.2 Considering the preceding paragraph, Contractor is not authorized to pay any gift, in cash or in kind, to the Authority or SBPA/PMO's employees both before and after the conclusion of this Agreement, otherwise, the Authority shall have the right to terminate the Agreement and take criminal action against Contractor in accordance with applicable Laws and Regulations.

10.3 Contractor acknowledges that it is not the subject of any provisions of the Law on Prohibiting Governmental Employees to Involve in Governmental Transactions adopted in 12 Jauary,1959, and undertakes not to become subject to this Law by the end of the Agreement, otherwise Contractor shall have the right to terminate the Agreement.

ARTICLE 11 - SUPERVISION OVER THE IMPLEMENTATION OF THE AGREEMENT

11.1 In order to ensure the proper execution of the obligations under the Agreement and compliance with laws, regulations, the relevant guidelines and standards, the Authority shall regularly inspect and monitor the terminal and other areas operated by the Contractor and its activities through its supervisors.

Note: Enforcement of penalties shall be made by the main supervisor(s) and other supervisors shall provide their opinions and recommendations to the main supervisor(s).

11.2 [**Supervision over the performance of Contractor's obligations under the terms of the** Agreement **are the responsibility of Supervision Body (units of the port authority) as below**]

11.2.1 Port and Maritime Operation Department (Port Affair Office) or any other department in the organizational chart of port in charge of the port operation shall be the main supervisor and coordinator with other supervisory units for the purpose of supervising the quality of providing services of unloading, loading, maintenance, delivery of cargo, implementation of Customs regulations, safety of operation other guidelines and instructions related to the terminal as well as the SEZ rules and regulations, if applicable.

11.2.2 PMO / SBPA's Department of Financial and Administrative Affairs shall supervise the enforcement of labor laws, financial affairs, collection of the revenues derived from execution of the subject of Agreement and other related matters, safety and working environment health, cleaning up and insurance.

11.2.3 PMO/SBPA's Guard and Security shall supervise security and disciplinary related matters.

11.3 Authority shall introduce its supervisor(s) to Contractor in writing immediately after the commencement of the Agreement

11.4 The Contractor shall give due consideration to the warning and notices issued by the Authority and take necessary measures to rectify defects detected by the Authority in due time.

11.5 Contractor acknowledges that the inspection and supervision exercised by the Supervisory Authority in respect of its activities in accordance with the provisions of the Agreement shall in no way prejudice jurisdiction and supervision right of other competent legal authorities such as Customs, Special Economic Zone Administration, Social Security Organization, Ministry of Labor, Ministry of Health, Ministry of Agriculture Jihad and other governmental organizations and bodies concerned as per the relevant rules and regulations..

ARTICLE 12- PENALTIES

12.1 In case of failure to perform obligations under this Agreement, Contractor shall be subject to the penalties contained Annex 5 at the discretion of the Authority, the Contractor shall have right to appeal or represent its case to the Authority.

12.2 Contractor shall pay the penalties within the set deadline to the Authority's account. In the event of delay or non-payment of penalties, the related amount shall be collected from the Contractor's claims, revenues or guarantees.

12.3 Enforcement of penalties as result of the failure of the Contractor to perform its duties under the Agreement does not prejudice the right of the Authority to recover the costs and losses incurred.

ARTICLE 13- FORCE MAJEURE

Any external, unpredictable or unavoidable incident beyond the control of the injured party, which makes the performance of the Agreement temporarily or permanently impossible, wholly or partly, shall be regarded as Force Majeure, and shall relieve both parties of the Agreement from performing obligations rendered impossible by such incident. If the Force Majeure makes the performance of the Agreement impossible permanently, the Agreement shall be terminated. If the Force Majeure makes part of the Agreement impossible for more than 6 months, and in case the persistence of such circumstances makes the whole Agreement impossible temporarily for 3 months, each party may request the termination of the Agreement. Both parties are obliged to strive to reduce the effects of Force Majeure and inform each other within reasonable time of the occurrence of Force Majeure,

otherwise, they shall be responsible to compensate the losses arising from their failure.

ARTICLE 14-TERMINATION OF THE AGREEMENT

14.1 Default of the Contractor

The Authority may, in case of occurrence of any of the following conditions, terminate the Agreement without prior notice to the Contractor:

14.1.1 Failure to submit the guarantees mentioned in section 6.1

14.1.2 Dissolution of the Contractor's company.

14.1.3 Bankruptcy of the Contractor's company.

14.1.4 Quitting or non-performance of the whole work intentionally for one week without permission of the Authority.

14.2 In the following cases, Authority, at its discretion and by serving two written notices at one-month intervals shall notify the Contractor to perform its obligations. Failing to do so by the Contractor, Authority may terminate the Agreement after one month from the second notice if approved by the board of Directors of the Organization.

14.2.1 Assignment of the entire Agreement or its subject to third party or parties in any form or Agreement including power of attorney, agency etc. in whole or in part without written consent of Authority.

14.2.2 Non-compliance with the productivity norms contained in Annex 10 for 3 consecutive months.

14.2.3 Non-compliance with any provisions of the Agreement or relevant rules and regulations, after a written notice from the Authority.

14.2.4 Technical and financial incapability of the Authority.

14.3 Default of the Authority

Fulfillment of the obligations mentioned in Article 8.2and 8.3 of the Agreement by the Authority, is delayed for more than 60 days.

14.4 Legal Consequences and the Measures to be taken after Termination of Agreement

14.4.1 If the Authority terminates the Agreement on account of provisions of article 14-1 and 14-2 of this Agreement, Authority shall notify Contractor in writing and confiscate, without undertaking any judicial or administrative formalities, the Performance Security will be forfeited.

14.4.2 If the Contractor terminates the Agreement on account of provisions of article 14-

3 of this Agreement, Contractor shall notify Authority in writing and upon receiving of such notice, Authority shall release, without undertaking any judicial or administrative formalities, the Performance Security will be returned to Contractor by Authority.

14.4.3 Upon termination of the Agreement, the Authority shall notify the Contractor to introduce a representative, within fifteen (15) days from termination, for the purpose of taking inventory of the properties and assets belonging to Contractor. If the Contractor's representative fails to appear within the set time, Authority shall directly proceed with taking inventory. The list of assets prepared by the Authority, shall be binding and a copy of the same shall be sent to Contractor.

ARTICLE 15- THE END OF AGREEMENT

15.1 The end of Agreement means discontinuation of Agreement due to expiration or cancellation by mutual consent. After the end of Agreement, following measures must be taken:

- Drawing up transition plan as instructed by Article 16 herein.
- Settling accounts of Contractor
- Contractor's Performance Security shall be released after all obligations were duly performed and clearance certificates were obtained from pertinent authorities.

ARTICLE 16 TRANSFER PLAN AT THE END OF AGREEMENT

16.1 Two months preceding the expiration of the Agreement or if the Agreement is unilaterally, or terminated or canceled by mutual consent, after such termination or cancellation, representatives from Authority and Contractor shall develop a transfer plan based upon terms and conditions of this Agreement. Such plan must envisage all executive mechanisms under which Contractor must evacuate terminal without causing interference in normal operation of the terminal.

16.2 Contractor must hand over terminal at satisfactory conditions within Authority's discretion at the end of Agreement, however normal depreciations are not considered as unsatisfactory.

16.3 Upon the end of Agreement for whatever reason, any losses caused to terminal and infrastructure facilities or any unreasonable wear and tear (in the terminal) within Authority's expert opinion, shall be calculated and recovered from Contractor along with any delayed liabilities and accrued penalties.

16.4 At the end of the Agreement all uncollected cargos/containers in the terminal and all information and documents related to the Agreement, statistics and information of operations as recorded in computer applications or manually in entry books shall transferred to the Authority or the new Contractor as introduced by the Authority without delay.

ARTICLE 17- ASSIGNMENT

17.1 Contractor cannot assign totality of subject of Agreement to an affiliated company or a third party.

ARTICLE 18- REPRESENTATIONS AND WARRANTIES

Each party to this Agreement, represents and warrants to the other parties that:

(a) It is duly organized, validly existing and in good standing under the laws of its incorporation and this Agreement has been duly executed and delivered by or on its behalf by duly authorised representatives of the respective Parties.

(b) It has full power and authority to execute, deliver and perform its respective obligations under this Agreement and execution or performance of this Agreement does not conflict with or will not result in a breach of the constitutional documents of the respective Party or any obligation by which any Party is bound;

(c) It has taken all necessary action to authorise the execution, delivery and performance of this Agreement.

(d) This Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with the terms hereof; and

(e) There are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement.

ARTICLE 19- DISPUTE RESOLUTION

Any dispute arising from or in connection to the execution and or interpretation of the present Agreement shall be first settled amicably through negotiations/consultations. If no amicable settlement is reached within a month from the date of receipt by a party of a written claim of the other, it may be referred to an agreed international competent authority by either party. Such authority shall adjudicate the dispute as per governing laws of this Agreement. Its decision and or award will be considered lawful and binding.

ARTICLE 20 - ADDRESS OF THE PARTIES

20.1 The address of the parties is the same as mentioned at the beginning of the Agreement.

20.2 In case of any change in the address, the parties shall inform the other in writing otherwise the notices and communication shall be sent to the previous address and they shall be deemed as received.

ARTICLE 21 - ANNEXES

21.1 The annexes of the Agreement form an integral part thereof. The list of the annexes is as follows:

List of Annexure

Annex 1	Certified copy of company's Articles of Association and latest notice of changes
Annex 2	Map of Terminal Area
Annex 3	Takeover Minutes for properties, and port facilities
Annex 4	List of equipment
Annex 5	Penalties in respect of the Contractor's obligations
Annex 6	Booklet of applicable tariffs at the terminal
Annex 7	Maintenance and Repair Instruction for the Port Buildings, Areas and Facilities
Annex 8	HSE guidelines (Occupational Health, Safety and Environment) and IMS requirements
Annex 9	Rescue and Firefighting Instructions
Annex 10	Instruction for loading, discharging and cargo handling of dangerous goods**.**
Annex 11	The human resources organization structure required for the Terminal(To be provided by Contractor before OCD)
Annex 12	Instruction of Contractor's activities in the terminal
Annex 13	Security and disciplinary guidelines
Annex 14	Computer equipment (software and hardware)
Annex 15	Traffic Instruction
Annex 16	List of Equipment with provision of Maintenance
Annex 17	Description of the Contractor obligation for repair and maintenance of the Equipment listed in Annex 16

[Signature]:

Contractor:	**Authority:** For India Ports Global Chabahar Free Zone
Witness:	**Witness:**

I. Annex 1: Certified copy of company's Articles of Association and latest notice of changes

The Selected Bidder shall provide his Articles of Association and latest legal notice off Changes to the Authority.

II. Annex 2: Map of Terminal Location

Total area of the terminal:
The total area of the terminal is 69.5 hectares, which includes the following:

Covering jetties:

Jetty No. 1 to 5 of phase one of Shahid Beheshti port development project

Warehouse and areas:

Warehouses and area at Shahid Beheshti port development phase one.

- 10000 square meters covered warehouse.
- Administrative building 500 square meter
- The Paved area 680,000 square meter
- Three room at workshop
- Welfare building 622 square meters

II. Annex 2: Map of Terminal Location

III. Annex 3: Takeover Minutes for properties, and port facilities

This document will be jointly prepared between Selected Contractor and Authority.

IV. Annex 4: List of equipment

The Contractor can utilize the equipment form the following list for the purpose of the project on usage basis.

The Contractor has not right to use the equipment of the list below for any purpose other than the project.

The Contractor can deploy any equipment other than list below on his own cost to comply with his obligation under provision of the agreement.

Item	Description	Capacity	Ref No.
1	Liebherr Crane 550	140 tons	
2			
3	Liebherr Crane 420	80 tons	
4			
5	Liebherr Crane 400	100 tons	
6	Liebherr Crane 320	80 tons	
7	Grain Pneumatic unloader	600 tons per hour	
8	Grain Pneumatic unloader	600 tons per hour	
9	Grain Pneumatic unloader	600 tons per hour	
10	Reach Stacker Kalmar	45 tons	
11	Reach Stacker Kalmar	45 tons	
12			
13			
14	Empty Stacker Kalmar	9 tons	
15	Empty Stacker Kalmar	9 tons	
16			
17	Kalmar Forklift	20 tons	
18	Komatsu forklift	15 tons	
19	Liebherr Yard crane	130 tons	
20	Liebherr Yard crane	50 tons	
21			
22	Thomas Mini Loader		

IV. Annex 4: List of equipment

Item	Description	Capacity	Ref No.
23	Ferguson Tractor	M.F 285	
24	Ferguson Tractor	M.F 285	
25	Trailer	20 tons	
26	Trailer	20 tons	
27	Hydraulic spreader		
28	Hydraulic spreader		
29			
30			
31			
32	wire grab		
33	wire grab		
34	wire grab		
35	wire grab		
36			
37			
38			
39			
40			
41	Clark Forklift	5 tons	
42	The drum forklift	5 tons	

V. Annex 5 Penalties in respect of the Operator's obligations

Penalty for Failure to Comply HSE Requirements & Instruction				
Order	item	Minimum (IRR.) penalty	Maximum (IRR.)	Note
1.	Failure to provide personal safety items	2,400,000	5,760,000	Per case
2.	Failure to hire safety/health/environmental expert	2,400,000	4,608,000	Per day
3.	Failure to create committees for technical and professional health preservation	2,400,000	11,520,000	Per month
4.	Failure to hold health/safety/environmental training courses	2,400,000	11,520,000	Per period
5.	Failure to install alarms and safety signs	2,400,000	11,520,000	Per case
6.	Failure to control dangerous factors in workplace including poor measurements and controls	2,400,000	5,760,000	Per case
7.	Failure to perform periodical examinations on personnel and employees.	2,400,000	5,760,000	Per case
8.	Inappropriate sanitation systems (WC, pantry, restaurant, rest space, personal and communal health facilities, not having health card)	2,400,000	5,760,000	Per case
9.	Other matters	2,400,000	57,600,000	Per case
A. Unsafe Actions				
10.	Failure to use appropriate personal preservation items at work and operations	2,400,000	11,520,000	For each person
11.	Using unsafe equipment.	11,520,000	572,400,000	Per case
12.	Improper and unsafe utilization of equipment	11,520,000	115,200,000	Each time
13.	Servicing and repairing by unauthorized persons (hot and cold works)	5,760,000	57,600,000	Each time
14.	Failure to avoid unsafe situations	5,760,000	5,760,000	Each time
15.	Driving with unauthorized speed	2,400,000	5,760,000	Each time
16.	Improper loading and fastening loads	2,400,000	57,600,000	Each time
17.	Doing unsafe works	2,400,000	5,760,000	Each time
18.	Removing safety items from equipment	2,400,000	11,520,000	Per case
19.	Unsafe handling of port equipment	2,400,000	57,2,400,000	Per case
20.	Failure to disinfect, spraying, baiting, floating storage	2,400,000	57,2,400,000	Per case
21.	Failure to comply with health, safety and environmental instructions (HSE)	2,400,000	11,520,000	Per case
22.	Failure to mind health, safety and environmental (HSE) warnings	2,400,000	11,520,000	For each inspection report
23.	Occurrence of incidents leading to death and injury at the default of Contractor within terminal area	86,400,000	200,000,000	per incident
24.	Using pickup truck for transportation of manpower	5,760,000	28,800,000	Per case

V. Annex 5 Penalties in respect of the Operator's obligations

25.	Using mobile phones by drivers of the equipment amid operating the equipment.	2,400,000	11,520,000	Per case
26.	Fishing at port surroundings	2,400,000	11,520,000	Per case
27.	Leakage of garbage and wastewater into water and shore area of the port	11,520,000	28,800,000	Per case
28.	Pollution of port air	11,520,000	28,800,000	Per case
29.	Failure to obtain proper licenses from relevant authorities	57,600,000	172,800,000	Per month
30.	Leakage of chemicals, oil, hazardous goods, etc.	57,600,000	288,000,000	As the case may be
31.	Refusal to permit HSE inspectors to enter in the site in day or night	57,600,000	172,800,000	For each time
32.	Cutting trees and damaging vegetation	57,600,000	172,800,000	For each sapling or each square meter
33.	Failure to comply with wastewater management law	11,520,000	8,640,000	Per month
34.	Wasting water and other resources	5,760,000	4,320,000	Per m3 or relevant units
35.	Other matters	2,400,000	57,600,000	Per case

- The amount of penalties is subject to a 20% addition at the end of each contractual year.
- Contractor must pay the penalty to the accounts designated for that purpose.
- Occurrence of the above matters shall lead up to:
  1. Warning- at first step
  2. Penalty- at second step
  3. Double penalty and stoppage of activity with coordination of Supervisory Body- in repeated cases.

  Penalties for assurance of compliance with instructions pertaining to maintenance and repair of buildings and facilities:

The penalties specified in the following table are for the first contractual year, subject to addition based upon average increase rates of services in each year. Matters relating to penalties are to be decided by Supervisory Body, and Contractor shall have no option to raise objections thereof.

V. Annex 5 Penalties in respect of the Operator's obligations

Order	Item	Amount of penalty (IRR.)
1.	Failure to designate competent supervisor for workshop/terminal who must also be approved by Supervisory within twenty days following the date on which the contract takes effect. Per day	16,800,000
2.	Failure to report breakdowns on time	11,520,000
	Failure to report inoperability of machines on time	5,760,000
3.	Incompleteness of daily reports (daily)	1,152,000
4.	Failure to provide monthly report	17,280,000
5.	Incompleteness of monthly report	8,640,000
6.	Failure to report incidents on time (daily)	5,760,000
7.	Failure to remedy substantial defects (daily)	11,520,000
8.	Failure to provide reports as may be requested by client and consultant (daily)	5,760,000
9.	Failure to record inbound and outbound bill of terminal services (weekly)	11,520,000
10.	Failure to provide weekly reports	11,520,000
11.	Delay in payment of personnel salaries and allowances up to one month (per day)	8,640,000
12.	Failure to comply with IMS requirements (per day)	5,760,000
13.	Failure to comply with safety requirements (per case)	5,760,000
14.	Failure to make timely payments to suppliers, secondary Contractors and service provides (per day)	8,640,000
15.	Absence of Operation supervisor without prior notification to Supervisory Body.	5,760,000
16.	Failure to hire professional experts (Human Resources) necessary to fulfill contractual obligations (per individual, per day)	11,520,000
17.	Failure to hire skillful labors necessary to fulfill contractual obligations (per individual, per day)	23,040,000
18.	Failure to hire unskillful labors necessary to fulfill contractual obligations (per individual, per day)	11,520,000
19.	Failure to perform regular examinations prior to hiring and after hiring of personnel (one examination per annum) for each one of the hired persons	11,520,000
20.	Failure to monitor chemical and physical pollutions of the equipment (according to the work process)	11,520,000
21.	Failure to observe operability limits of the machines and with inclusion of the work load of relevant machine, within discretion of SBPA/PMO/Authority/Principal Body, at each month, and Contractor's failure to observe this tip, in the opinion of SBPA/PMO/Authority/Principal Body, shall render in the maximum penalty specified in this row.	11,520,000

V. Annex 5 Penalties in respect of the Operator's obligations

1. It is SBPA/PMO/Authority/Principal who decides if proper technicians/human resources have been hired or not. The above-mentioned penalties are for the first year of the contract subject to a 15% of addition for the subsequent years.
2. Penalty for Contractor's failure to arrange for inspection of SBPA/PMO/Authority/Principal and its consultants stands at IRR. 240,000,000 up to IRR. 560,000,000 at the opinion of SBPA/PMO/Authority/Principal. The maximal level is for the first year of contract subject to yearly increase based upon average rates of services to be rendered under contract.
3. Penalty for failure to procure vehicles stands at IRR. 240,000,000 per month. It is for the first year subject to a 10% increase for the following years.
4. Penalty for failure to hold proper training course as approved by SBPA/PMO/Authority/Principal stands at IRR. 250,000,000 per course.

In case of any damage occur to the cranes due to default of the Contractor for maintenance and repair of the equipment, The Contractor shall be responsible to pay the cost of repair of the damage pulse 20% amount of repair as the penalty.

In case failure of the Contractor to provide the equipment specified in article 7.17.1 The Contractor shall be responsible to pay the cost of any occurred losses/detention or demurrage due to non-availability of such equipment plus 20% extra as the penalty.

VI. Annex 6 Booklet of applicable tariffs at the terminal

Applicable Tariff Booklet can be downloaded from PMO website

VII. Annex 7 Maintenance and Repair Instruction for the Port Buildings, Areas and Facilities

Definitions

Periodical repair and maintenance: means a scheduled repair and maintenance program with the aim of preservation of and prevention from damages to the buildings, premises and installations.

Major and Minor Repair and Maintenance means repair and maintenance which is performed as a result of a damage to the premises and installations.

Article 1- Utilization

1-1- Wooden seats of appropriate dimensions must be used for the stowage of cargo
1-2- Storage of the cargos such as ingot, iron, pipe, mill and etc. which might damage the asphalt of the premises must be avoided and if needed the support with a height of at least 10 cm and appropriate width must be used in a way that the weight of the cargo is equally distributed.
1-3- In case of depot of the barrels containing chemicals, due care must be exercised so that there is no leakage from the barrels on the asphalt of the premises to damage it.
1-4- As the loading capacity of asphalt is 4 tons per square meter, therefore, any loading and unloading of goods more than specified weight should be avoided.
The area surface is paved with blocks with the load density capacity of more than 15 tons. It there any asphalt area for storage purpose?
1-5- At the time of depot of cargo, a distance of 3 meters from the guardrails and access roads should be kept for the purpose of safety.
1-6- The report of the any damage to the substructure and pavement of the premises shall be reported no later than one day after the occurrence of damage.
1-7- Contractor shall comply with the illustrated guidelines about the cargo stowage
1-8- Upon the commencement of the contract, Contractor shall prepare the periodical maintenance and repair Report and submit it to the Authority.
1-9- The representative of the supervision body is authorized to have a surprise visit at any time to the leased premises and prepare a report and take the photo.
1-10- Contractor shall introduce a technical expert as a contact person with the Authority Prior to perform any repair or maintenance activity in the warehouses, building and installations, Contractor shall coordinate with the Authority in advance.
1-11- After carrying out the repair and maintenance measures, the Contractor shall prepare the report and submit it to the Authority for its consideration.
1-12- Contractor shall perform clean up after the discharge of cargo and no residue of the perishable or inconsumable cargo by any means is permitted after discharge operation permitted.

2- Requirements of utilization of warehouses

2-1- The depot of cargo shall not put a pressure in excess of 4 tons per square meter
2-2- For the purpose of safety, a distance of 2 meters shall be kept from the walls for the depot of the bulk cargo
2-3- A distance of 2 meters shall be kept from the walls for the depot of other types of cargo (is there any safety

2-4- Doors of the warehouses for the entry and exit of the trucks must be opened completely and incomplete opening of the house must be avoided.

2-5- Any damage to the walls, doors, ceiling, and the floor of the warehouses must be reported to the Authority no later than one day after the damage for the purpose of preventing more damage.

2-6- A wooden seat with an appropriate dimension must be used for the stowage of cargo

2-7- The representative of the supervision body is authorized to have a surprise visit at any time to the leased premises and prepare a report and take photo. Contractor shall provide full cooperation with the Authority's supervision body.

2-8- Contractor shall perform cleanup of the warehouse and observe sanitary and health requirements

Article 2- repair of the buildings and premises

2-1- repair of the buildings and warehouses which is needed as a result of the damage shall be performed by the Contractor.

2-2- In the case of any damage, the Authority shall provide the respective report to the Authority no later than one day after the damage.

2-3- If the Authority fails to carry out minor repairs of the damaged spot, the Authority on behalf of the Contractor shall, within seven days after the first written notice, carry out repair and recover double repair cost from the Authority's guarantee (50% for the actual repair cost and 50% for the penalty).

2-4- If the Contractor fails to perform repair of the damaged spot for the first and second times, the Authority shall act as per section 2-3 and for the third time and more, Authority shall arrange a meeting with the presence of the Contractor's representative to make decision in this respect (if the Contractor's representative does not accept to carry out the repair, the Authority shall do the same and recover all losses incurred).

2-5- Few examples of the minor repairs include:

- Breakage of the window glasses of the office buildings, bathrooms and warehouses
- Any repair of the office buildings, bathrooms and warehouses
- Spotting and painting of the inside and outside walls of the office building, bathrooms and warehouses
- Lubrication and tuning up of rail and shuttered doors in warehouses
- Washing, preservation and repair of the guardrails, guiding signs, traffic lights and the walls inside the warehouses.
- Repairs of the ceiling, floor, walls and structure of the buildings and warehouses
- Repair of the asphalt of the marshalling yard and terminal
- Repair of the platform of the warehouse
- Painting of the guardrails, traffic lights, signs and the like

2-6- For the purpose of performing repair activities, the Authority shall introduce the repairperson to the Authority to confirm his technical competency.

VII. Annex 7 Maintenance and Repair Instruction for the Port Buildings, Areas and Facilities

2-7- If the Contractor inflicts any damage or loss on other companies working inside the port, the subject shall be brought up, upon the request of the Authority, in the Incidents Committee and the losses incurred shall be recovered from the Contractor's guarantee.

National regulations and instruction on the General technical specifications include:

1. Iranian Concrete Bylaw, issue no 120
2. General Technical Specifications of construction works- issue no 33
3. General Technical Specifications of Roads - issue no 101
4. Equipment of the Wielding Workshop, Technical Specifications and Research Center, Issue no 21
5. Safety of Wielding,, Technical Specifications and Research Center, Issue no 22
6. Iranian Structural Wielding Bylaw, Technical Requirement Office, Issue no 228
7. Wielding Quality Control in Steel Structures, Issue no 27

Important Requirements

1. Prior to the carrying out minor or major or periodical repair, the Contractor shall get the confirmation of the Authority/SBPA's supervision body on the type and kind of the constructional materials otherwise the repairs performed by the Contractor shall not be approved by the Authority/SBPA and it should be repeated.
2. Contractor shall carry out repair works in accordance with the requirements set out in the national regulation on constructional works.
3. Contractor shall bear all costs of tests needed for ensuring the quality of the construction works from technical point of view and determining the extent of the damage to the structures.
4. Contractor shall inform the Authority/SBPA of the results of the tests and get the confirmation of the supervision body.

VIII. Annex 8 HSE guidelines (Occupational Health, Safety and Environment) and IMS requirements

1. Contractor shall comply with all national and international rules, regulations and laws on health and safety and environment in all related occupational fields.
2. Contractor shall introduce to the Port HSE Center experts with relevant academic knowledge on health and safety and environment for the purpose of forming an executive HSE Team aiming at establishing direct connection with the Port HSE Center.
3. Contractor shall arrange training program for its personnel consistent with their occupational risks and profession in cooperation with the Port HSE Center with a view to promote technical skills and prompt aide to the personnel exposed to an eminent danger and provide report on an yearly basis in line with the skill and knowledge promotion indicators.
4. Contractor shall provide required training for its personnel and agents on the proper implementation of the HSE-related guidelines as per a schedule and obtain credible certificate for them.
5. Contractor shall carry out periodical examinations for its personnel under the supervision of Port HSE Center and send an analytical report of the examinations as per the form developed by the Port Authority.
6. Contractor shall, prior to any construction, repair or service works, comply with IMS procedures and firefighting and environmental and health-related regulations and construction standards.
7. The Contractor shall, in accordance with the Ministry of Labor Law, form Technical Protection and Occupational Health attended by the members mentioned in mentioned in Law to deal with the health, safety and environmental issues and send a copy of a its minutes of meeting to relevant offices such as: provincial Labor Division, Social Security Department and Port HSE Center.
8. The Contractor's personnel shall obtain the permission for movement in the port and carry with them the Port Equipment Driver License issued by the Training Department.

A. Health Regulations

1. Contractor shall beautify the working environment and make every effort to safeguard the surrounding environment and dispose of wastes and sewage generated by its activities in a place and in accordance with the procedures specified by the Authority/SBPA.

2. Contractor shall inform its personnel of the importance of minimizing the generation of the waste and sewage and give required instructions to them in this respect

3. In the event of affliction of personnel to an infectious disease, HSE Officer shall inform forthwith Port HSE Center of the same.

4. Contractor shall have the responsibility in respect of the individual and general health of its personnel
5. Contractor shall provide Material Safety Data Sheet (MSDS) for all chemical substances used in its business and apply it in all storage and transportation procedures.
6. Contractor shall, in the event of the occurrence of abnormal circumstances rendering to diffusion of dangerous and noxious gas and oil liquids, forthwith discontinue all its activities and if needed evacuate its personnel from the affected area. The resumption of the work shall be subject to the permission of the safety officer of the affected area and the Port HSE Officer.

VIII. Annex 8 HSE guidelines (Occupational Health, Safety and Environment) and IMS requirements

7. Contractor shall prepare a suitable place for the rest of its personnel with appropriate air conditioning system, freshwater and toilet and provide them with transportation, with the consent of the Authority/SBPA.
8. Contractor shall vaccinate its personnel to avoid the affliction of the infectious diseases and provide the Port HSE Center with the relative statistics in this respect.
9. Upon the occurrence of any incidents leading to a personal injury ,Contractor shall forthwith inform the Port HSE Center, Port Security and Port Clinic and move the injured person to the clinic.
10. Contractor shall inform the Authority/SBPA of the number of incidents causing personal injuries or fatalities to the as per the form designed by the Port HSE Center on a monthly basis.

11. Contractor shall comply with all rules and regulation of Labor and Social Security Organization.
12. Contractor shall inform the Port HSE Center and Port Security of any incidents rendering to damages to properties whether belonging to the Authority/SBPA as per the Incident Report Form designed by the Port HSE Center.
13. Any incident causing personal injury of fatality shall be forthwith informed to the Port Security and the injured person may not be moved out of the port without the cooperation with the Port Authority.
14. Contractor shall not make any changes on the scene of the incident until the related authorities (Port Security, Port Traffic Police, and Port HSE Center) arrive and make required reports about the incidents.
15. Contractor shall inform fire incidents within its working area to the Fire Station with the phone no. 125 and 3390 and make their every effort to put out the fire before the arrival of the firefighters and complete the relevant forms after the extinguishing operation.
16. The personnel of the Contractor shall wear the cloths bearing the logo and the name of the Contractor's company.
17. all the automobiles belonging to the Contractor moving around the working areas shall be equipped to the revolving lighters.
18. The operators of the equipment, tallymen, service workers, drivers, supervisors working in operational areas shall wearing night vest
19. Car drivers must comply with the all-related driving rules and regulations
20. Contractor shall obtain permission from related authorities of the port for performing the cold and hot works.
21. HSE personnel and Authority/SBPA's supervisors shall make inspections and visitations to ensure that necessary permits have been obtained for the cool and hot works
22. Contractor must provide necessary firefighting equipment for performing firefighting operation and keep them operationally ready during the term of the contract
23. if the Supervision Body or HSE Centers decide that continuation of a particular activity by the Contractor is potential to damage to properties, they shall discontinue the activities until the condition is safe for work.
24. Contractor shall take required measures to avoid endangering and inflicting damages to the properties belonging to Contractor and Authority/SBPA including:

- Power and telephone lines
- Pump house

- Asphalted roads, canals, underground pipelines, wastewater system, water supply network which might be damaged due to passage of vehicle carrying heavy cargo in excess of permitted tonnage

25. All electrical instruments, manual machineries should conform to the related safety standards otherwise they should not be used.
26. Contractor shall not maintain explosives and biologically dangerous materials without coordination and information of the Authority/SBPA and the Contractor shall obtain permits for storage of such materials.
27. Contractor shall instruct its drivers to observe the driving rules and regulations in the port areas.
28. The heavy and light vehicles must be parked in determined areas and avoid blocking the roads and passages.
29. Port guards may prevent the defective cars or the cars with inappropriate appearance from entering into the port areas
30. Contractor shall abide by the rules and regulation related to the safety of the power lines and other electrical equipment in coordination of the relevant department of the Authority/SBPA.
31. Contractor shall obtain necessary permit prior to any excavation operation
32. Contractor shall install safety warning signs in the working areas
33. If the Contractor assign part of the subject of contract to other contractors, each contractor shall be responsible for the implementation of the HSE requirements within the confines of its scope of contract and the Contractor is responsible to supervise their operation and make necessary coordination between them.
34. All main and subsidiary contractors shall comply with the HSE requirements laid down in related instructions and guidelines
35. The Contractor shall include safety related costs in its bid and it may not refrain from performing safety related obligations under the pretext that it has not included safety costs in its bid.
36. In case of incident leading to life or property damage to legal or natural person, as a result of non-compliance with the safety rules, the Contractor shall be accountable to any judiciary or legal authority and the Authority/SBPA has no responsibility in this respect.

C. Environment Protection Rules

1. Contractor shall forthwith inform the Authority/SBPA any incident rendering to pollution of environment including but not limited to leakage of poisonous materials, dangerous wastes, distribution of harmful substances, damage to the vegetation etc.

2. Contractor shall raise awareness of its personnel about the importance of the protection of environment and implementation of the environmental standards by providing necessary training to them.

3. Contractor shall avoid doing any action that may cause the surface and underground waters.

IX. Annex 9 Rescue and Firefighting Instructions

Since the import and export cargos have manifold features and they might generate chemical reaction while in touch with each other and pose dangers such as explosion, fire, generation of the pernicious gases, the Contractor shall provide required training to its personnel regarding these reactions and possible threats and how to deal with dangerous situation and the manner of safe loading and discharge of the cargo.

Fire preventive measures

The fire preventive measures to be taken by Contractor are as below:

1. Smoking shall be ban near storage or any other restricted area of the port area
2. Adequate signage's shall be placed in the Terminal Area and clearly demarcating the "Smoking" & "No Smoking" area
3. All heating and lighting sources should be kept and stored in safe designated area
4. All devices such as electrical devices, ventilators and etc. should be maintained in proper operating condition.
5. Fire exit doors, Fire alarms, extinguishers etc shall be maintained and kept in operational condition and periodic maintenance of such equipment shall be carried out in the Terminal Area
6. Contractor shall stow the cargo as per the layout prepared for the areas and premises within the specified blocks. Contractor should store cargo according to its storage capacity and avoid stowing of excess cargo.
7. If Contractor has no choice but to store commodities of different classification in the same place, then while stacking of cargo adequate distance between two commodities should be maintained so as to avoid possible effect or any chemical reaction.
8. Contractor shall observe the warning sign and safety-related marks on the commodities
9. Thermal characteristic of the commodities which are usually stated on their packing must be carefully studied and observed by the Contractor. For example, the commodities which is required to be stored in a dry condition should not be stored in a warm and humid condition
10. Contractor shall provide training to person in charge on the following matters:
    - Using of fire extinguishing devices
    - Features of specifications of the different commodities and related dangers
    - The safety and danger signs on the packing of the cargos
    - Procedural process to contact the fire-fighting station or sounding the warning alarm
11. Contractor shall maintain adequate or safe distance between the cargo and any lighting devices
12. At all possible times, adequate circulation space shall be maintained in the storage area.
13. The cargo must be positioned in 1-1.5 meter distance between the other cargos and surrounding walls
14. Contractor must avoid stowing cargo in front of the exit gates
15. Contractor must maintain the cargo stowing height to avoid any falling of the cargo
16. Contractor must avoid stowing of cargo in front of fire-extinguishing devices such as extinguishers, fireboxes, hydrants, firefighting system and etc. in a manner that they are easily accessible.
17. Contractor must avoid stowing cargo surrounding the alarming switches.
18. Contractor must avoid damaging the alarm system, piping system and fire exit doors.
19. To avoid any major fire incident, Contractor must regularly clear residues sacks, ropes, board, papers and any other garbage and debris from storage area

IX. Annex 9 Rescue and Firefighting Instructions

20. Contractor must avoid placing cargo in the platform of an emergency storage area
21. Fire-fighting devices shall be used only during the emergency occasions. If the Contractor damages the fire-extinguishing devices such as fire-extinguishers etc., then it must be replaced by Contractor at its own cost.
22. Contractor must provide water supply system with sufficient pressure.
23. Contractor must avoid using CO2 capsules in enclosed places.
24. Installing two fire extinguishers beside every exit door of the storage area.
25. Availability of the firebox with all required devices as per OEM instruction.
26. The fire extinguishers must have the inspection certificate bearing the latest date of inspection.
27. The fire-fighting devices should be easily visible.
28. The fire-fighting devices must be protected against the physical damages.
29. Installing the sign indicating the closes fire alarm, telephone number and address of the closest fire-fighting station.
30. Contractor must report any technical defect or issues in the firefighting equipment to respective authorities.
31. Contractor has no right to dismantle the safety and firefighting equipment by no means.
32. Contractor must avoid using cooking devices in the storage place if any.
33. Contractor must take adequate precaution of fire arising due to lighting
34. Contractor should not perform any hot work like cutting and welding inside the covered storage area without permission from authorities. (e.g for repair purpose)
35. Contractor must avoid placing or storing the barrels containing flammable fluids inside the covered storage area
36. At the time of stowing dangerous goods inside or outside the storage, the Contractor must comply with the applicable guidelines and standards for storage of dangerous goods.
37. All sections of the electrical installations must be protected against the damages incurred by water, dust, storm, chemical or thermal causes and they have sufficient strength to sustain the working condition as per applicable IEC standards.
38. Contractor must put the electrical devices in a covered and enclosed place.
39. The power of the power lines located in the vicinity of the dangerous operational areas should be cut during the operation
40. All electrical devices must valid safety check license or tag to ensure that are suitable for the determined purpose.
41. Lamps and their sockets used for illuminating public places should be installed at the height of 2.5 m from the ground.
42. The conductor wire connections installed by the Contractor shall be protected against vehicle traffic, falling into the ground and water and other sources of damage.
43. Contractor must use screwing or clamping, soldering, brass welding and riveting for connecting conductive wires
44. The mobile cable should not be left on the ground and at all times they should be covered with a durable material.
45. Mobile cable for portable devices must be protected by a steel spring, plastic tube or other suitable device against flutter, especially at the end of the device.
46. Plugs should be used for connecting the cables to the main power supply Switches must be enclosed and protected by metal boxes made of plastic or made from other suitable materials.
47. The floor of the Storage area which is used permanently by the Contractor should not be slippery, and in case of pouring the slippery materials, the floor must be immediately cleaned.

IX. Annex 9 Rescue and Firefighting Instructions

48. Adequate care shall be taken by Contractor during cleaning the storage area and shall place visible signage's to avoid any slippage or mishaps
49. If the floor of the storage area provided to Contractor has a bulge, the individuals must be warned of existence of a bulge by using either coloring or installing sign.
50. A specific route for the movement of heavy and light vehicles shall be considered and clearly specified with the appropriate markings.
51. Contractor shall obtain permit before storing and discharging chemicals.
52. Contractor must ban the entry of minors and irrelevant people into the Storage area provided to Contractor.
53. The Contractor's personnel must use personal protective equipment when working with chemicals, such as gloves and masks of appropriate quality.
54. The Contractor's must prohibit the use of electric motors equipped with spark generator in the warehouse of chemical materials.
55. Appropriate distance for segregation of materials for preventing fire or explosion must be observed by the Contractor.
56. The entry of trailers or similar equipment into the storage area of chemicals is prohibited.
57. Smoking is prohibited in and within 3 m around Storage and places where chemicals are stored.
58. All staff must wear protective clothing and other personal protective equipment in accordance with the regulations
59. The Contractor's staff and SBPA / PMO /Authority must use personal protective equipment such as: work clothes, footwear, helmets, respiratory masks, gloves, and optical and plastic glasses that are tailored to the working conditions.
60. Contractor must perform daily cleaning of Storage area provided to Contractor and after discharging the goods, Contractor must handover the storage area to the Port Authority for disinfection operation according to the discretion of Plant Protection Bureau of Agricultural Office.
61. Where the spraying or disinfection of places is required, according to the opinion of the expert of the Welfare and Public Health Insurance Agency, this will be done through the said office and the cost will be charged by the Authority to the Contractor as per related prices.. .
62. The toilets and resting area of the personnel should be cleaned and disinfected on a daily basis
63. The Contractor is required to comply with all guidelines and directions of the Department of Health, Welfare and Public Health.

X. Annex 10 Instruction for loading, discharging and cargo handling of dangerous goods.

Dangerous Goods Operations

Port operations including loading, discharge, handling and maintenance are subject to compliance with certain safety rules depending on dangerous goods class:

This instruction encompasses two separate sections: operations relating to loading, discharge, handling and maintenance of the goods which fall within the nine classes of hazardous goods. Each section comprises of general provisions and particular provisions.

A) Instruction relating to loading, discharging and handling of hazardous goods:

1. When discharging dangerous goods, the captain of the ship must inform labors about location, class and specifications of the dangerous goods to be discharged.
2. Ship officer must be present in person at the location where the goods are going to be discharged and give directions to labors about how to use equipment and instruments and how to discharge the goods.
3. Contractor must hire skillful and experienced labors that are aware of how to discharge dangerous goods.
4. Contractor must employ the sort of instruments and equipment which are consistent with the specifications of each class of goods and their safety considerations.
5. Contractor is required to comply with the directions of ship officer and their chiefs and safety rules when discharging dangerous goods.
6. Contractor must provide safety instruments such as but not limited to safety shoes, hats gloves and masks to labors particularly whose involved in discharging dangerous goods, and make it a requirement for them to use such instruments, if necessary.
7. It is necessarily required to be mindful of the warning signs and symbols visible on the packs and to be careful about how many packs are allowed to be compiled on each other, maximum weight allowed for each pack, the upward array which symbolizes that the pack is allowed to be lifted, the chain symbol which shows the proper location where the chain should be put and belt which is used to lift the goods.
8. Contractor must, prior to commencement of discharging operation, make sure of no leakage or collapse of packs by making spare vessels available for use whenever it is necessary to repack the goods due to a damage.
9. Deputy Head of Discharge Operations of the terminal must be supervising the discharge of dangerous goods and make sure that safety rules are duly observed by labors.
10. When handling dangerous goods from berth to storage, drivers are required to observe safety tips and avoid unauthorized speed. Deputy Head of Discharge Operations of terminal is responsible to make sure of that.
11. When storing, the goods must be categorized and fastened in strict accordance with categorization instructions specified by IMDG CODE.
12. Storage must have been partitioned in accordance with IMDG CODE instructions as to the nine classes of dangerous goods. Proper maps must be prepared for that purpose to be delivered to firefighting and safety teams to help them cope with emergency situations with sufficient awareness of the dangerous character of the goods. For each part of the storage proper signs and symbols must be designated.
13. Each dangerous cargo must be offloaded and fastened by terminal In-Charge strictly in the same part that has been designated for that class of cargo. If the quantity of cargo was beyond the normal space available for that cargo necessitating to use other parts belonging to other categories of dangerous cargoes for storing such cargo, terminal director must promptly notify to firefighting and safety team.

X. Annex 10 Instruction for loading, discharging and cargo handling of dangerous goods.

B. General Provisions Relating to Maintenance of dangerous Goods

1. Warehouses where dangerous goods are to be maintained must be kept close to inadmissible persons. Guards must be available to prevent unauthorized entrance.
2. Location of such storages must, to the extent possible, be away from storage of other sorts of cargoes, public places, access ways and dwellings. There must be sufficient number of firefighting valves surrounding them all in operational mode at any time.
3. Surrounded warehouses must essentially be equipped with proper air-conditioners.
4. Proper signs and symbols must have been visibly available to show which part is specific to which category of dangerous goods.
5. Wires and electrical systems must be utterly safe, and appropriate precautions must be in place for preventing electrical shocks and potential incidents.
6. Since distinction is necessary to be made between each class and other classes of dangerous goods, storage and open spaces to be used for storing hazardous goods must be designed and partitioned and lined consistent with each category, shown to viewers by appropriate signs and symbols in accordance with IMDG CODE instructions.
7. A minute of divisions and partitioning plan along with subsequent alterations must be delivered to firefighting and safety department.
8. If, for whatever reason, a class is necessary to be offloaded and fastened in a location other than the one designated for that class, safety rules must carefully be followed and firefighting and safety department must promptly be notified.
9. Deputy Head of Maintenance Operations of Terminal is responsible to pay regular and periodical visits to ensure dangerous goods are properly fastened and maintained (specifically in open spaces).
10. To ensuring human health, port authority or client is required to provide regularly and periodically sufficient milk to the personnel working at storages.
11. Enough safety instruments including but not limited to masks, gloves, shoes, cloths, first aid boxes and firefighting capsules must be available for everybody at dangerous storages.
12. Due to the risky character of hazardous goods and dangerous chemical interactions which may cause visible and invisible damages, it is necessary to make the personnel working with such goods (specifically those hired to work at dangerous goods terminals) undergo medical examinations and health checks every six months.
13. Shower bath and eye wash must be available at warehouses of dangerous goods.
14. Sampling from dangerous goods must be done under supervision of terminal authorities using special vessels.
15. All doors must always be in alert mode and possible to be opened conveniently.

XI. Annex 11 The human resources organization structure required for the Terminal (To be provided by Operator before OCD)

This document will be prepared by Selected Contractor in consultation with Authority.

XII. Annex 12 Instruction of Operator's activities in the terminal

1- Contractor must use the Terminal Area in an appropriate manner and observe the principles and requirements of cargo stowage and in case of non-compliance with the related requirements and placing extra cargo on the said areas, Contractor shall compensate the damages incurred (the maximum pressure on the floor for cargo stowage is 4 tons per square meters).
2- Cargo stowage shall be performed as per the layout of the areas so that the passageway for individuals and vehicles are not blocked. Contractor shall keep the passageway clear and shall avoid stowing cargo in these places.
3- The Contractor shall keep distance of 2 meters from the sewage canals in the Terminal Area
4- Contractor shall check documentation of the cargos entering the warehouse to ensure that the dangerous goods and perishable commodities which shall be maintained in a specific thermal condition do not enter into the warehouse.
5- The Contractor shall dedicate required space for discharge of cargo and turnaround of trucks and is not authorized to use the surrounding areas.
6- Since Contractor is responsible for preservation and maintenance (except equipment mentioned in annexure 4) of all Terminal Area and premises and installations, it shall provide adequate number of personnel for security of the areas in coordination with the Authority's Guard and Security and shall prevent entering of unauthorized people into the uncovered premises.
7- Placing blocks surrounding the uncovered storage areas except for the access ways is mandatory and the Contractor may not displace them.
8- Contractor must install warning signs in required places (for example power posts) which are quite visible.
9- Presence of the Contractor's representative at time of operation is mandatory
10- The Contractor must obtain the personnel card for entry into the port facilities in cooperation with the guard and guard and security of the port.
11- Maintaining flammable materials and kindling a fire in the Terminal Area and surrounding areas is prohibited.
12- Using the Terminal Area as a parking for the operational equipment at times when operation is stopped (outside working hours) or performing repair works therein is prohibited
13- While loading and discharge operation is underway, Contractor is responsible for cleaning up the access way to the Terminal Area at its own costs.
14- Contractor shall exercise due care in respect of employment of its personnel for performing operation inside the Terminal Area and Contractor shall be held accountable for unlawful actions of its personnel against concerned authorities.
15- Contractor shall provide to its personnel the cloths with specific signs, all safety and health equipment such as safety shoes, helmet, working cloths and mask and personal protective equipment in accordance with the safety and health standards.
16- Contractor shall use the equipment commensurate with the type of cargo to prevent possible damages to the cargo and structures and avoid environmental risks during the operation.
17- Distance for depot of disparate bulk cargo must be at least 4 meters to enable easy detection from the surrounding cargo and easy access to them for removing them at emergency occasions.
18- Degree of lightness of the premises must be confirmed by the supervision body.
19- Contractor shall ensure discipline and order in respect of movement of truck inside the premises.

20- Contractor shall perform periodically the calibration of scales in use under the supervision of the Department of Standard.
21- Toilets and bathrooms must be cleaned using the detergents and disinfectants on a daily basis and should be ready for service around the clock.
22- Contractor shall comply with the HSE related rules and regulations and shall appoint a HSE representative and introduce him to the supervision body.
23- Contractor shall equip firefighting system which is permanent and easily accessible commensurate with the cargos stored.
24- Contractor shall perform cleanup of office buildings on a daily basis.
25- Where the disinfection of the premises is needed, this should be carried out as per the related guidelines and procedures prepared by the Authority's supervising respective departments
26- Contractor shall use the competent and qualified operators in operation of the equipment
27- Contractor shall comply with all guidelines and requirements approved by the PMO/SBPA/Authority.
28- Contractor shall establish an administrative system for performing administrative affairs and responding to the customer and all official correspondence should be carried out in the letterhead and must be registered in the system.
29- Contractor shall install and operate the Terminal Operating System for the cargo operation in consultation with Authority. Contractor shall remove and transfer the wastes of the buildings and installations, when necessary, and collect garbage and perform cleanup of the buildings.
30- Contractor shall use the warning signs and marks for the electrical equipment, forklifts, firefighting system, and the like.
31- Contractor shall rectify all non-conformity cases detected and notified by the Authority as soon as practicable.

XIII. Annex 13 Security and disciplinary guidelines

1. Contractor should be carrying out the following Security and guard measures related activities-
    a. Controlling entry and exit of the individuals to/from the premises and undertaking preventive measures in respect of theft in the said premises
    b. Preventing the blockage and traffic jam created by the trucks in coordination with the port's Guard and Security.
    c. Monitoring the moving of unknown and suspicious individuals inside the Terminal Area and, if needed, report to the port's Guard and Security.
    d. Taking precautionary measures to prevent the fleeing the suspect at the time of committing crime and preserving the crime scene and notifying immediately the Port's Guard and Security.
2. Contractor must take precautionary measures aiming at preventing unlawful exit of its personnel and other individuals from the country. Contractor shall bear all responsibilities in this respect.
3. Providing security of the Terminal Areas, installations, equipment and the cargos inside the terminal at the Contractor's cost
4. Contractor must comply with the security and disciplinary instructions notified by the Authority.
5. Contractor shall coordinate with the Authority for all changes in physical security of the terminal, whether noticeable or unnoticeable.
6. Contractor shall install checkpoints in the Terminal Areas and coordinate the number and location of the checkpoints and the cloths of the guards with the Authority
7. Contractor shall provide report on a daily basis on the security of the Terminal Areas
8. Contractor shall coordinate the recruit of the new guards in consultation with Authority.
9. The Contractor assumes the responsibility in respect of the security and protection of the cargos stored and handled in the Terminal Area and shall be held accountable about any robbery therein.
10. Contractor shall coordinate installation of security signs in the Terminal Areas by obtaining permission beforehand.
11. Contractor shall immediately inform the Authority's Guard and Security of any incident rendering to human loss or injury and submit the respective report to the competent authorities.

XIV. Annex 14 Computer equipment (software and hardware)

1. Contractor is responsible for providing computer infrastructure within the area of the terminal. Contractor shall provide other computer equipment which is needed for the operation of the terminal. This list of equipment is including but not limited to: computer sets, printers, scanner and etc.
   Note: Contractor is authorized to create internal network for its domestic use provided that it would submit the related plan and mapping and get the approval of the Authority and avoid any damage to the assets and installations of the port.
2. Since the Integrated Marine System (IMAS) and General Cargo Operation and Management System (GCOMS) (or other system the might replace them) are currently operational in the port, Contractor shall use these system for the operation of the terminal.
3. Contractor shall observe the requirements of the data security management (ISMS or ISO27001) and make every effort to provide the security of its network and systems. The examples of these requirements include:

- Detection of vulnerability to the cyber threats, operational risk assessment, selection of the control measures and risk management in the field of providing services to the customers
- Providing security of the data and computer systems and ensuring that commercial documents data are maintained in two separate physical environments.
- As the domestic network of the terminal is designated for the exchange of the port and maritime data, the Contractor shall separate the internet network from the domestic network of the terminal if it wants to use the internet in its operation.
- Updating the firewalls of the users' systems and installation of security patches on the terminal's servers

4. Linking to other networks without consent and permission of the Authority is prohibited and it is permitted only when needed subject to the instructions notified by the Authority.
5. Providing back up of the systems by the Contractor including server systems, Authority's software and databanks. If the Authority's system is used, this must be carried out by the Contractor at its own cost which shall be provided from the revenues dedicated for ICT in the Agreement.
6. Contractor shall provide the Authority with the username and password so that it can monitor the Contractor's actions in its software. Authority is entitled to exert control on the Contractor's system and databank with the permission of Contractor.
   Note: the username and password given to the Authority by Contractor shall be used only for monitoring data without the right of making changes, omission or addition to the data but taking query must be permitted by the Contractor.
7. Any unauthorized disconnection of the terminal's network causing disruption and delay in provision of services to the customers which is attributable to the default of Contractor at the discretion of Authority shall be subject to penalties set out in Annex 5.
8. Contractor is required to designate an information and communication technology contact person who must be fully competent representative acting on behalf of Contractor as per clause 7.8.7 of Agreement
9. Contractor shall share the statistic reports as per Authority satisfaction
10. Ownership of the data and information and statistics belongs to the Authority and Contractor is not permitted to disseminate them without consent of the supervision body.
11. Contractor shall comply with all Iranian rules and regulations (or international requirements accepted by Iran) in the field of data exchange and processing or using data assets

XV. Annex 15 Traffic Instruction

The movement of the personnel and vehicles belonging to the Contractor and third parties operating in the port areas shall be as followings:

a. The movement of the personnel of the Contractor and third parties

- Upon the commencement of the Agreement, Contractor shall provide a list of its personnel along with a copy of their identification documents (copy of relevant pages of their passport) to the SBPA / PMO Guard and Security and obtain permission for their employment.

- Upon the commencement of the Agreement, Contractor shall submit an official request to the SBPA / PMO's Guard and Security and after undertaking legal procedures obtain the username and password for the Movement Permit Issuance System and register all permits of more than one month in the system.

- Contractor shall inform the Authority in writing of the list of the individuals related to it whose duration of their movement is less than one month and get the approval of the Authority. Contractor shall also obtain permission for the temporary movement of the vehicles from the SBPA / PMO's Guard and Security.

- Prior to entry or exit of the equipment or construction material, Contractor shall obtain permission from the SBPA / PMO's Guard and Security.

b. Movement of the Foreign Nationals of the Contractor and Third Parties

- Prior to employment of the foreign nationals, Contractor shall refer to the SBPA / PMO 's Guard and Security and fill up the related forms and submit a copy of their passport and insurance and employment permit from the Ministry of Labor and Social Affairs and obtain the permission from the SBPA / PMO 's Guard and Security.

- It is to be noted that
  - ✓ Contractor shall be held accountable for the unlawful action and behavior of those individuals moving in the Terminal Areas and both the said individual and the Contractor shall be subject to respective rules and regulations.
  - ✓ Contractor may use the foreign nationals as white-collar staff, however blue-collar staff shall Iranian nationals.
  - ✓ Movement of the SBPA / PMO 's agents and personnel to the areas which are not considered operational Terminal Area is an offence and shall be subject to respective rules and regulations.

This guideline shall remain in force up to the end of the Agreement period.

XVI. Annex 16 List of Equipment with maintenance provision

Item	Title	Model	QTY	Insured value (Euro)
1	Mobile Harbour cranes with 140 ton lifting Capacity	IMHC 3160	2	6,317,000
2	Mobile Harbour cranes with 100 ton lifting Capacity	IMHC 2120	4	12,080,000
3	Telescopic Spreader 40 ton lifting capacity,		2	250,000
4	Grab Spreader 40 cubic meter capacity,		2	210,000
5	Grab Spreader 24 cubic meter capacity, Manufactured by Negrini Italy		2	172,000
6	C hook		2	13,702

The contractor shall provide all risk insurance policy for the equipment listed in above table with Authority (IPGCFZ) as the beneficiary valid from 16th July 2024 till validity of the Agreement.

The insured value shall be total amount indicated as above equivalent in IRR according to the exchange applicable for THC on 15th July 2024 or on the date of extension of Insurance Policy.

Note :

Spares (durable) to be provided by authority in coordination with principle. All spares to be procured from OEM except oil and grease which Shall be procured from competent producers by Contractor, subjected to OEM specification and warranty terms. Consumable spares such has oils, lubricants, greases, filters, washers, cleaning agents, o-rings, paints, wire ropes, hydraulic hoses and connectors, small bearings, seals and gaskets, brake pads and shoes, cables and connectors, electrical fuses, relays, switches and contactors, belts, wear pad and plates, control cables, rubber pads and absorbers, lights etc. shall be procured by the Contractor at its own costs. Consumable

for cleaning activity, paint activity and for routine check up to be borne by Contractor which includes small tools, slings, grease guns, compressors etc. Any special tools required for major repair to be borne by authority. Operators shall have to adhere to the PMS program supplied by OEM, including warranty clause.

XVII. Annex 17 Instructions for maintenance and repair of port equipment set out in the annex 16

The present annex to ensure the implementation of executive procedures considered by the Authority, maintenance of equipment, continuous improvement of equipment maintenance and repair process, upgrading the technical condition of equipment, increasing operation life, and reducing maintenance costs, increasing safety and environmental protection and utilization under the provisions of the Agreement.

The definitions and terms contained in this appendix are as follows:

Maintenance: A set of activities that the Contractor must perform with the aim of preventing abnormal depreciation, reducing sudden breakdowns, and increasing the useful life of equipment to increase their reliability and availability.

PM (Preventive Maintenance): Scheduled activities that must be performed by the Contractor based on function or time or both, in accordance with the detailed instructions in the catalogues and manufacturers (OEM) documents. These activities may be management mechanized and modified according to the circumstances as per OEM modification.

CM (Corrective Maintenance): Periodic and regular care to know the technical condition of equipment to receive signs of defects before it is detected. Types of CM methods include oil analysis, vibration analysis, thermography, endoscopy, other types of non-destructive tests and analysis of results on various systems of equipment and some materials and parts purchased.

EM (Emergency Maintenance): Includes a set of activities that the Contractor performs on a system or part of equipment that has broken down or malfunctioned, to return that equipment to its original condition and ready to use and usable.

Technical Supervision Body: To monitor the maintenance and repair of the equipment by the Contractor to ensure the correct implementation of the relevant provisions in the Agreement, the supervisors introduced by the Authority to the Contractor, which is referred to as the Technical Supervision Body (TSB).

Technical Director: One of the staff of the Contractor who has an executive experience in the maintenance and repair of similar equipment, who will be responsible for all matters related to the maintenance and repair of a number of equipment in coordination with the Technical Supervision Body. The technical supervisor must be always available.

Maintenance strategy

XVII. Annex 17 Instructions for maintenance and repair of port equipment set out in the annex 16

The equipment maintenance and repair system should be a combination of preventive, predictive, effective and productive Maintenance & Repair systems, which will eventually lead to the establishment of a comprehensive TPM (Total Productive Maintenance) system.

1. The Contractor is obliged to act in accordance with the requirements OEM guideline and instruction and with the Equipment Management System if notified by the Authority other wise to be provided by the Contractor.
2. The Contractor is required to adapt this system to other systems such as: asset and cost management that require activities such as: technology-based planning, human resource and workplace management, inventory control and purchase order and technical support data analysis and results of evaluations to minimize maintenance and out-of-service failures of and increase the reliability of equipment and prevent the occurrence of repetitive defects and weaknesses in equipment performance and to minimize maintenance activities and possible accidents without damage to the equipment and environment. Also reduce maintenance and overhaul costs as much as possible.
3. In order for maintenance and repairs to be controlled and amended in a planned manner, all information related to task orders, ongoing and completed tasks and scheduling of services, periodic inspections, parts and consumables, involved persons, specialized services, tools must be provided, processed and recorded in a traceable manner. For this purpose, the Contractor is obliged to use all its hardware and software capacity to comply with the requirement of maintenance works and requirement of SBPA IT system for the monitoring the maintenance works. During the Agreement term the Contractor shall deploy CM, PM, EM, and TPM procedure, at the same time provide all the necessary information to the Technical Supervision Body.
4. In order to optimize the process of maintenance and repair of equipment, the Technical Supervision Body is allowed to review and revise the current attachment and notify the Contractor each year subject to no additional financial cost to the Contractor, the Contractor is required to complete It is.

Equipment Maintenance and Repair Management System

Maintenance and Repair management: The Contractor undertake to provide following terms with regard to Maintenance and Repair Management System:

To perform the maintenance and repair of equipment optimally, the Contractor is obliged to apply and fully implement the executive methods and related technical instructions of each equipment based of technical instruction of OEM, sunder supervision of Technical Supervision Body under various headings of maintenance and repair and related workflows.

XVII. Annex 17 Instructions for maintenance and repair of port equipment set out in the annex 16

In case OEM instruction is not available a maintenance instruction shall be proposed by the Contractor for the Approval to the Authority Some of the Contractor's Obligation are as follows:

1. If the Technical Supervision Body requested to use of IT systems and software in connection with PM and CM, the Contractor is obliged to provide the hardware, software and manpower required to operate these systems at his own expense to Authority. The Contractor undertake to upgrade systems over time. Cooperation in entering new equipment information to build a database required for the repair, maintenance, and supervision.
2. The provided hardware must be in compliance with Port ICT Office and it shall be connected to the port network, web network for the supervision of the parties introduced by the Authority to the Contractor.
3. The maintenance Contractor is obliged to take the necessary action in order to register mechanized Maintenance and Repair information in the line of following point on the request of Technical Supervision Body.
   - Sorting maintenance activities.
   - Forming an inspection team of skilled and efficient personnel.
   - Planning and executing PM, CM analysis and performing corrective action and issuing work orders according to the Authority's executive methods.
   - Carrying out regular inspections and at appropriate intervals by the inspection team and equipment operators and subsequently issuing the necessary orders.
   - Implementation of periodic and regular inspection system in accordance with the software systems may be provided by SBPA
   - Timely issuance of work order for accidental repairs and timely follow-up.
   - Complete feedback on maintenance and repair work orders.
   - The analysis and processing of breakdowns, defects and shortcomings and equipment status and provide corrective solutions
   - Archive of the history of maintenance and repair of each equipment and registration in the Maintenance and Repair management system
   - Planning the purchase order of spare parts and consumables by considering the order approval and registration in the Maintenance and Repair management system
   - Storage of consumables and spare parts in accordance with the standard and the opinion of the Technical Supervision Body
   - Record all events related to the work order, including: technical tips, pictures, tools used, parts and consumables, staff performance and time spent
4. The Contractor is obliged to prepare and compile the certificate of technical specifications and repair certificate of all equipment and update the relevant information in accordance with the opinion of the Technical Supervision Body.
5. Equipment cleaning is of special importance that the Contractor must schedule washing and cleaning in such a way that contamination is not observed on all equipment and parts and systems.

XVII. Annex 17 Instructions for maintenance and repair of port equipment set out in the annex 16

6. The Contractor is responsible for all stages of management and planning and execution of maintenance and repair of equipment, including: purchase of materials, parts and services, supply of necessary expert force, troubleshooting, repair, replacement, service, inspection, etc. in coordination and in accordance with standard methods at the opinion of the Technical Supervision Body.
7. If the Contractor delays in issuing the work order, the Technical Supervision Body is allowed to issue that work order in the Management System at its discretion and the Contractor is obliged to execute that work order in accordance with the standard.
8. Technical manpower should be provided in proportion to the workload - based on PM and CM planning and work orders issued by the Contractor or TSB. Before starting work, these forces need to be introduced to the Technical Supervision Body and, if approved, should be employed.
9. The following are examples of daily and weekly PM instructions for port equipment. (Regarding other instructions, the Contractor is obliged to record information, process and select the best options, with the coordination and monitoring of TSB to comply with the goals of the Maintenance and Repair strategy.
   - For days without operation, the service worker of berth equipment should clean the equipment and the relevant electrical panels and sensors. Service and maintenance of the equipment and repair of parts of the equipment whose paint is damaged must be done during the day at the expense of the Contractor.
   - Under normal condition, the Contractor is obliged to wash the equipment at least once a month with suitable detergents and hot water.
   - The Contractor is obliged to keep auxiliary equipment such as Grab, Spreader and C-Hooks in a suitable area and even indoors if possible.
   - The service technician is obliged to adjust the tire pressure of the equipment at least once a week and to wash the sensor connections with the contactor at least once every 3 months while the sensors are being protected with a suitable cover.
10. At the beginning of the Agreement, the Contractor is obliged to install curtains, upholstery, carpets and covers for the keyboard and computer of the up and down Contractor's cabin if necessary.
11. The Contractor is obliged to service and maintain the splits of the equipment, especially the splits of the electrical panel and PLC room, and in addition, to clean the electrical, PLC rooms, the Contractor cabins and other required compartments of the equipment once a month, with a vacuum cleaner and air blower.
    - Contractor undertake to take actions for Continuous inspection of all points, structure and metal surfaces and, if necessary, scrubbing and painting, continuous lubrication and lubrication of wires and lubrication points, condition monitoring of equipment during operation
12. In order to manage and maintain the equipment (Maintenance and Repair and operation), the Contractor must have a technical and efficient staff and train and upgrade these forces regularly and, using valid and relevant documents, act in such a way that the equipment management

cycle, warehouse, Maintenance and Repair system, PM, CM, etc. have high quality and capability.

13. The Contractor is obliged to equip the workshops handed over to him for the maintenance under provision of the Agreement, with general workshop tools and special tools required for the maintenance of the equipment before commence of maintenance project.
    a) Note: If the Authority deliver any tools related to the equipment to the Contractor. The Contractor is responsible for the maintenance of these tools and in case of defects at the default of Contractor, the Contractor is obliged to provide a similar tool acceptable by the Technical Supervision Body.
    b) Note: The Contractor must make the necessary predictions regarding the provision of tools and parts required for the equipment Maintenance and Repair in such a way that there is no interruption in the repairs and does not cause delays maintenance or operation.
14. 1The Contractor is obliged to provide all workshop equipment and tools necessary for optimal maintenance and repair, such as: high pressure pumps and tanks for complete washing of equipment, special welding machines, automatic wire lubrication machine for crane wire lubrication, standard tanks and fuel filtering system. And other required items, if not available at the Terminal Are/workshop area and not delivered to him, at his own expense.
15. The Contractor is obliged to protect and maintain the special tools of the equipment such as: wrenches, air pump, etc. and to deliver them safely at the end of the Agreement. In case of failure of this tool, the Contractor is obliged to replace them with similar tools.
16. The Contractor does not have the right to change, remove or modify the systems and parts installed on the equipment without permission from Technical Supervision Body.

Note: The Contractor does not have the right to deactivate, or disconnect any of the safety and warning systems, even temporarily or for repair, without coordination with the Technical Supervision Body.

17. The Contractor is not allowed to perform any repair or service and maintenance outside the framework set by the Technical Supervision Body.
18. Assignment of maintenance of equipment subject to the Agreement is not allowed without the written permission of the Technical Supervision Body.
19. After the delivery of the equipment, in case of any defect, the Contractor is obliged to perform accidental repairs in accordance with the notified executive methods.
20. The Contractor is obliged to equip the workshop and hire specialized personnel to perform the maintenance required by the Authority with the approval of the Technical Supervision Body.
21. Spares (durable) to be provided by authority in coordination with principle. All spares to be procured from OEM except oil and grease which Shall be procured from competent producers by Contractor, subjected to OEM specification and warranty terms. Consumable spares such has oils, lubricants, greases, filters, washers, cleaning agents, o-rings, paints, wire ropes, hydraulic hoses and connectors, small bearings, seals and gaskets, brake pads and shoes, cables and connectors, electrical fuses, relays, switches and contactors, belts, wear pad and plates, control cables, rubber pads and absorbers, lights etc. shall be procured by the Contractor at its own costs. Consumable for

cleaning activity, paint activity and for routine check up to be borne by Contractor which includes small tools, slings, grease guns, compressors etc. Any special tools required for major repair to be borne by authority. Operators shall have to adhere to the PMS program supplied by OEM, including warranty clause.

22. The Contractor is obliged to anticipate and order required durable spares required for the equipment if instructed by the Authority at cost of authority. The Contractor is obliged to use high quality materials and parts required in the compliances with OEM instructions with the approval of Technical Supervision Body
23. In order to record and maintain the technical records of the equipment, the Contractor is obliged to enter all the measures taken on the equipment in the Maintenance Management Systems.
24. all overhaul costs, repair and its management system(s), maintenance, optimization, modification, change of Parts and subsystems, installation, transportation, etc., whether explicitly stated in the Agreement, are the responsibility and cost of the Contractor.
25. The Contractor must obtain a safety and calibration certificate from the competent companies for the equipment listed in Annex no. 16, as well as his own tools and equipment, including main machinery, auxiliary tools and all other equipment used in operation. a copy of certificates shall be delivered to TSB. The Contractor is obliged to renew these certificates regularly. No Equipment shall remain at any time without valid safety certificate. In case of any damage to the equipment or third parties due to the invalidity of the equipment safety certificate, all responsibilities and full compensation of the damage is on the responsibility and cost of the Contractor.
26. In case of improper maintenance and operation of equipment and problems in the safe operation of equipment or accumulation of unfulfilled work orders, the Technical Supervision Body can declare the equipment out of service until the problem is completely resolved and the pending orders are completed and the Contractor is committed to follow instruction of TSB to stop equipment operation without any objection. This does not reduce the Contractor's operational obligations.
27. The Contractor is obliged to submit a report on the operation condition, out of service and readiness, and maintenance orders of the equipment to the TSB no later than the second of each month.
28. It is mandatory to provide any necessary reports and statistics related to the activity and equipment at the request of the TSB by the Contractor.
29. The Contractor is obliged to enter the statistics of operation, readiness and out-of-service equipment into the Maintenance and Repair Management system on a daily basis and notify the TSB.
30. During the term of this Agreement, in addition to the Technical Supervision Body, representatives, experts, technical consultants and quality control inspectors (with written introduction) and auditors at the authority discretion can attend workshop and terminal area to control the parts and consumables and the maintenance process to supervise all current affairs of the Maintenance and Repair operations. The Contractor is obliged to cooperate with them.

XVII. Annex 17 Instructions for maintenance and repair of port equipment set out in the annex 16

31. The Contractor is obliged to perform sampling, testing and analysis in accordance with the CM instructions of OEM on time and subsequently take the necessary corrective action at his own expense.
32. On the request of the Authority, the Contractor is obliged to record all the necessary information such as costs related to: "Purchase of parts, materials and services, tools and equipment, manpower and other items" as well as supplier specifications and enter in the Maintenance and Repair management system.
33. The Contractor is obliged to upgrade and deploy the IMS system and HSE management system in coordination with the Authority. Obtaining certificates, performing executive procedures and complying with relevant requirements are essential. The Contractor is obliged to introduce at least one person as its representative in HSE and IMS in the technical department who is fully in line with the policies of the Authority.
34. The Contractor is obliged to cooperate fully with the port inspectors who visit the workshop to check the environment, health, safety, etc., and provide them with the relevant documents.
    - Due to the deployment of the IMS system in the SBPA the Contractor must match his System without any non-conformities and plan its activities in such a way that it does not cause general non-conformities with the port systems. Compliance with the requirements and standards of this sector is always essential.
35. The Contractor undertakes to provide the conditions and requirements for the implementation of the integrated management system in its organization and to obtain certificates of integrated management standards (IMS) in the terminal, terminal workshop.
    a) Note: The Contractor is obliged to introduce one of its personnel as an IMS representative of Maintenance Department to the Technical Supervision Body.
36. Participation and presence of HSE expert in the technical field of the Contractor in all periodic audits and safety meetings and seminars and continuous cooperation in identifying and assessing risk and setting micro and macro safety goals annually, setting goals and carrying out safety projects developed each year According to pre-determined plans and notification by the TSB is required.
37. Obtaining a work permit for operations maintenance activities at height, welding and cutting, etc. in the process of maintenance and repair, heavy machinery traffic in the port area, use of hazardous chemicals, transportation of chemicals and hazardous goods, etc. by an expert the safety of the Contractor is mandatory.
38. The Contractor is committed to observe the principles of safety and prevent any accident and fire in the delivered equipment, its subsystems and tools, to fully comply with all safety regulations regarding this equipment and manpower. the Contractor is obliged to take third party liability insurance policy for equipment in accordance with the obligations and responsibilities of the Contractor from the insurer approved by the Authority. In case of damage caused by fire or any other item in the equipment, it should make every effort to complete the reconstruction and eliminate all defects in accordance with the opinion of the TSB and as soon as possible. In the event of any accident due to the actions of the Contractor or his employees, no responsibility is borne by the Authority.

a) Note: At the request of the Authority, all insurances provided by the Contractor for equipment will be obtained in favour of the Authority. After the accident, complete compensation of the damage shall be done by the Contractor at his expense. At the request of the Contractor and the approval of the Technical Supervision Body, the amount received from the insurance will be paid to the Contractor by the Authority if the Contractor had no default at the accident.

39. If during the Agreement period, Damage happened to the equipment due to unforeseen events and forces majors (such as earthquakes, lightning, floods, storms, strikes, etc.) beyond the will of either party, for whom, unpredictable, the Contractor shall take required measures to repair such damages considering following points.
    a) Note: It is the responsibility of the Authority to determine the unforeseen events and forces majors and to determine the percentage of the Contractor and the Authority's share of the damage, and the Contractor has no right to object in this regard.
    b) Note: If, at the discretion of the Authority, the Authority is responsible for repair all or part of the force majors damages, the relevant fee of repair will be paid by the Authority in return for providing positive supporting documents to the Contractor if all the following conditions are met.
        I. The Contractor does not fail to anticipate and react to the accident.
        II. At the discretion of the Authority, there is no defect in the insurance policy provided by the Contractor.
        III. The final amount paid by the insurance, does not cover the costs paid by the Contractor for immediate repair.
40. The Contractor is obliged to prepare safety and personal protection instructions in the implementation of the maintenance and repair process in order to prevent possible dangers to the staff.
41. The Contractor is obliged to maintain and improve the safety and health conditions of the equipment and personnel of the workshop.
42. The Contractor is directly responsible for accidents, equipment and human accidents of terminal and workshop area and must immediately inform the relevant report to the operational and Technical Supervision Body and other relevant centers such as the Accident Committee and the Coast Guard Department of the Port.
    a) Note: Analyzing the accident and presenting the reasons for the accident occurrence, ways to prevent the occurrence of similar accidents are the duties of the Contractor.
    b) Note: The Contractor is obliged to rebuild the equipment as soon as possible after the accident with the coordination of the Technical Supervision Body.
    c) Note: The Contractor is obliged to compensate any damage to the terminal, the equipment, ship, goods, or other natural and legal persons resulting from their actions or personnel under its authority at the discretion of the Port Accident Committee.
43. The Contractor is obliged to take all necessary measures to implement the approvals of the Accident Committee of the General Administration of Ports and Maritime Affairs of Sistan and Baluchestan.

XVII. Annex 17 Instructions for maintenance and repair of port equipment set out in the annex 16

44. The Contractor is obliged to obtain the equipment safety certificate from reputable and institutions approved by the Technical Supervision Body and to renew their validity before termination.
45. The Contractor is responsible for Environmental protection in the project of maintenance and repair of the equipment.
46. The Contractor is allowed to obtain the required spare parts for the equipment subject to the Agreement, if it is available in the Authority's warehouse, after the approval of the Technical Supervision Body.

Key technical personnel required: The following are the obligations and duties of the Contractor regarding the provision of manpower required for maintenance and repair of equipment:

To perform the maintenance and repair of equipment optimally, the Contractor is obliged to use experienced and specialized personnel in the field of maintenance and repair of port equipment. In any case, obtaining approval from the Technical Supervision Body is required before performing any action under the title of maintenance and repair by any natural or legal person on the equipment. Some of the Contractor's duties in this regard are as follows:

1. The Contractor is obliged to provide at least the necessary personnel specifically for the purpose of activity in the field of maintenance and repair of equipment, so that there is no interruption in the execution of work orders, The technical manager and workshop director, who are the authorized representative of the Contractor in technical affairs, will start working after being introduced and approved by the TSB , The technical manager and workshop director shall be the Contractor's staff, who are responsible for the implementation of the Agreement in the field of maintenance and repair of the equipment and the establishment of coordination and direct communication with the Technical Supervision Body.
2. The Contractor is obliged to hire the remaining personnel in proportion to the volume of work and the number of equipment. Obviously, if necessary, the announcement of the Authority, emergencies, increase in workload or other cases, even in non-day shifts and on Fridays and holidays of the Contractor should increase the number of manpower (at the expense and cost of the Contractor) without any disturbance in the quality and quantity of maintenance works and operation.
3. Hiring the available forces with similar work records in Shahid Beheshti port have the first priority.
4. The Contractor is obliged to identify all the intended personnel through the Port Employment Committee.
5. 53- All permanent and part-time forces shall be deployed for the purpose of the maintenance with the approval of the Technical Supervision Body. In case of dissatisfaction of the Authority with any of the Contractor maintenance personnel during the Agreement period, the Contractor

is obliged to determine and use the replacement force with the conditions specified in the Agreement within a maximum period of 30 days.

6. The Contractor is obliged to introduce the list of project maintenance organization charts, members and the details of personnel of maintenance in writing no later than 20 days after the notification of the Agreement.
7. The Contractor must provide the identification documents of its employees to the Authority to issue a entry permit.
8. The Contractor shall, in accordance with the Authority's regulations, oblige its personnel to record daily arrivals and departures.
9. - Any transfer and replacement of the Contractor's maintenance personnel must be with the consent of the Technical Supervision Body.
10. - 24-hour access of the Technical Supervision Body to the workshop director and his deputy is required.
11. In case of change of working hours of the Authority, The Contractor shall match its working hour to the Authority also change in proportion to the working hours of the .
12. 60- The Contractor is obliged to complete all current and referral affairs of the maintenance according to the instructions of the supervisory body within the defined timeframe, during emergency condition the Contractor shall increase workload, night work or other cases.
13. The Contractor is obliged to provide health and safety equipment for its personnel and to observe environmental and workplace standards in accordance with the IMS port system.
14. The Contractor is responsible for safety and security of his staff according to the HSE regulation approved by relevant authorities. The responsibility for the protection of agents and the strict observance of safety and occupational health issues imposed by the relevant authorities will be the responsibility of the Contractor and the Authority will not be responsible for any material or financial obligations to the Contractor and the Contractor will be responsible and liable.
15. The Contractor is obliged to submit the SSO insurance list of the his Maintenance staff in terminal area to the TSB at the end of each month.

Inspection and monitoring supervision by of Technical Supervision Body

1. The technical supervision of the Agreement is technical supervision body of the Authority
2. Supervision of technical maintenance and repair works in any part of the port terminal areas and at any time can be done by the Technical Supervision Body or its representative introduced by the Authority.
   a) If the part or an equipment partially or wholly has been sent to authorized repair site of third party outside the port terminal area with the approval of the Technical Supervision Body. The Contractor is obliged to provide facilities for TSP to be able to inspect the maintained work at third party site.
3. The Contractor undertakes to provide at least one air-conditioned pickup truck and one passenger car while providing transportation service for the purpose of maintenance works at his own cost.

4. The mentioned vehicles must have the technical conditions approved by the TSB and in addition to third party insurance, they must also have body insurance. All relevant costs, including driver, fuel, oil, repairs, etc. are the responsibility of the Contractor.
5. The Contractor is obliged to provide all the necessary facilities for the purpose of supervision of the TSB experts in the area which maintenance of the equipment is taking place repair or operation areas of the devices on a full-time basis.

Education and Training

1. The Contractor should regularly upgrade the practical level of its personnel by training or hiring qualified personnel and perform a related test to assess the capability of the personnel. The Contractor is obliged to train all Contractors and repairmen in a desirable manner and in compliance with the OEM at his own costs. The quantity of the quality of training shall be approved by TSB.
2. At the beginning of each year, the Contractor is obliged to announce its annual training calendar for holding technical courses and submit it to the approval of the Technical Supervision Body. Otherwise, the Technical Supervision Body can determine the required courses and notifies the Contractor. The Contractor is obliged to hold the approved training courses according to the schedule.
3. Relevant courses must be held by reputable institutions and approved by the technical supervision body and at the end of the relevant certificate must be issued to the selected participants. The Contractor is obliged to provide the possibility of participation of the representatives introduced by the Technical Supervision Body in the courses, if requested by the Technical Supervision Body.
4. The Contractor is obliged to hold at least three technical courses in each year and at least 288 man-hours in each course. At least eight participants shall be from maintenance staff of Contractors and at least four participants shall be considered from personnel may introduced by TSB.
5. The Contractor is obliged to hold at least one specialized HSE course for all its personnel and issue the relevant certificate for them. It should be possible for all the persons introduced by the TSB to participate in the mentioned period in an unlimited and free manner.

Overhaul

1. Major repairs of equipment, both planned and unplanned - out of turn - are the responsibility of the Contractor at his own cost. Planned repairs in the form of PM and CM instructions according to the original manufacturer's instructions should be done by the Contractor. In case of any major defects, the Contractor is obliged to carry out major repairs in the form of an EM work order. In order to reduce depreciation and wear rate and increase equipment readiness,

the Contractor is required to perform complete overhaul of equipment in accordance with PM tables of OEM at his own expense.

2. Overhaul of any equipment or any of the major components of equipment shall be notified and defined exclusively by the Technical Supervision Body.
3. Some examples of overhaul of port equipment are given below:
   - - Full engine overhaul
   - - Complete overhaul of generators
   - - Complete overhaul of transmission systems
   - - Complete overhaul of thrust systems
   - - Complete overhaul of hydraulic or pneumatic system
   - - Full scrub and coloring
   - - Complete overhaul of jacks and pumps
   - - Complete overhaul of rotating systems
   - - Complete overhaul of the structure
   - -And ...
4. The time of major repairs of each equipment or its components shall be determined after survey of PM records and condition of equipment and its components based on the defined CM, in coordination with the Technical Supervision Body.
5. If during the Agreement, for any reason, the major repairs did not performed by the Contractor, and the Authority assigned the major repairs to other persons, the Contractor is obliged to pay the total amount of such major repairs plus 20% overhead. and the Contractor has no right to object.
6. The Contractor is obliged to prepare the schedule of major repairs based on the main manufacturer's instructions and in coordination with the TSB before start of each major repairs.
   a. Note: The Contractor can assign all or part of the major repairs to another with the approval of the Technical Supervision Body.
7. If TSB notify the need to change, modify or replace a system or structure or the main components in the equipment, to Contractor, the Contractor is obliged to do the same as above. The Contractor is responsible for the related expenses if such change, modify or replacement was required due to default of the Contractor with discretion of TSB.
8. The Contractor acknowledges that before submitting price offers, it has inspected the equipment and prepared a list of defects and the initial costs estimation of repairing the defects. Thus, the Contractor is obliged to repair the initial defects at his own expense. Obviously, the equipment shall be handed over with same condition of the beginning of the agreement after normal depreciation at the end of agreement. the cost of damages or defects due to lack of maintenance or mismanagement of the equipment will be calculated by the Technical Supervision Body and will be taken from the Contractor.

Assign to others

9. The Contractor has no right to assign its obligations in the present appendix in any way without coordination and obtaining approval from the Technical Supervision Body.
10. If a specific process for selecting second-hand Contractors is announced by the Technical Supervision Body, the Contractor is obliged to comply with it.

Out of service

1. In case of failure or inefficiency of any of the main components of the equipment, at the discretion of the Technical Supervision Body, the relevant equipment shall be considered out of service.
2. The Contractor is obliged to register the report of any system failure or out-of-service of equipment in the Maintenance and Repair management system as soon as possible and inform the Technical Supervision Body.
3. At the beginning of each year, the out-of-service norms of the equipment will be announced to the Contractor. (7% for the first year), the out-of-service norms of the equipment shall be measured on a monthly basis. The Contractor is obliged to maintain the out-of-service norms of equipment in the acceptable range with proper maintenance and timely repair.
4. If the equipment stops during the Terminal Operation Services for any reasons and if such stop be due to the Contractor's negligence in maintenance and repairs at the discretion of the Technical Supervision Body, it will be considered out of service during the operation and the Contractor is responsible for any delay in operation due to out of service during the operation.

Other Financial terms

1. At the request of the Authority, the hot parts will belong to the Authority. The Contractor is obliged to deliver hot parts and materials on the equipment to the Authority in specific periods or as the case may be, according to the order of the Technical Supervision Body.
2. Follow-up of all financial and administrative processes related to maintenance, such as: follow-up of technical and financial documents, is the responsibility of the Contractor.
3. The Authority is allowed to compensate damage, cost of repairs or overhead cost due to default of Contractor from payable amount or BG of Contractor.

XVII. Annex 18 Conditions of the Insurance Policy with the Authority as the beneficiary