



MPDC

PORT OPERATING GUIDELINES

A guideline to berthing and the working of cargo in the Port of
Maputo

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Preamble

In terms of Decree 22 of 2000 of 25 July, MPDC, as Concessionaire of the Port of Maputo, is empowered to apply and enforce the Port Regulations for the Port of Maputo. The Port Regulations, which have been promulgated in terms of the Decree, grant MPDC the authority to establish, implement and enforce internal specific policies and procedures for operations in the Port of Maputo, pursuant to Government approval.

The objective of this document is to provide Procedures regarding berthing and the working of cargo at the Port of Maputo.

The allocation procedure for berths takes account of, but is not limited to, considerations such as berth availability, weather, cargo availability, availability of resources, logistics, stacking space, the expected efficiency of vessel working and the optimal use of Port resources. The berths available in the Port operated by Maputo Port Development Company S.A (“MPDC”) are designated for use by MPDC and its Sub concessionaires only.

This Port Operating Guidelines (POG), version one, supersedes all previous individual MPDC Port berthing guideline document and is effective from 1st April 2014.

The POG, where applicable, must be read in conjunction with the Legislated Port Regulations which are available on MPDC’s Website: www.portmaputo.com as well as MPDC’s official tariff book.

MPDC may at any time, and in its sole discretion deviate from the POG, should it consider it necessary or appropriate to do so in the interests of safe and efficient cargo working, optimal use of Port resources and/or in the light of its contractual commitments which will take precedence over the conditions of the POG. In so doing, MPDC will:

- comply with all applicable international codes and conventions, national legislation, regulations and/or any applicable statutory and/or regulatory directives, laws and

bylaws including but not limited to the provisions of the International Ship and Port Facility Security Code (ISPS Code),

codes, conventions, laws and regulations concerning the protection of the environment, transportation, labour and social responsibility such as they may be applicable to this POG;

- ensure that it holds, and that it observes the terms and conditions of all relevant permits, licenses and approvals of public authorities in relation to the activities carried out by it in terms of this POG;
- act in accordance with its Policies and Procedures and relevant environmental standards;
- comply with the Legislated Port Regulations as amended from time to time and
- If there is any conflict between the above listed regulations and decrees and this POG, they take precedence over any other provision in the POG.

Notwithstanding the provisions of the POG, the rights and obligations of whatever nature of MPDC as set out in, and originating from the Concession Agreement will in all circumstances prevail.

All Vessels and cargo stacked in the Port of Maputo, via their agents and representatives, acknowledge acceptance and unconditional adherence to the terms of this POG.

1. INTERPRETATION AND DEFINITIONS

1.1. Unless the context otherwise requires, the following words shall have the meanings ascribed to them hereunder-

- 1.1. "Agent" means a duly authorized and appointed representative of the Cargo and/or Vessel.
- 1.2. "Arrival" means that a vessel has arrived at port limits and that the vessel is in all respects ready for pilot boarding. (Deep draft vessels to take into consideration transit time from buoy 1 to pilot station-buoy 6).
- 1.3. "Arrival Notification Form" shall mean the official Pre-Arrival Notification Form submitted by the vessel to MPDC Planning Department.
- 1.4. "Berthing Schedule" means the thirty (30) day advance vessel berthing and working

programme compiled from the nomination data as required of, and tendered by vessels and does not constitute a firm berthing slot.

- 1.5. “Berthing Window” means a time period allocated to a vessel to berth, to carry out cargo working and to undock and sail from the berth. The window will also consider any berth and route preparation time as required.
- 1.6. “Bona Fide Vessel” means a vessel with a valid International Maritime Organization (IMO) number wishing to berth at the Port of Maputo, which complies with the nomination criteria as required herein and for which cargo has been scheduled to be loaded or discharged at the Port of Maputo.
- 1.7. “Break-bulk” means general cargo shipped loose such as cartons, steel, pallets of goods, bulk bagged cargo, bagged cargo and the like, stowed loose in a vessel’s hold, as opposed to the cargo which is containerised.
- 1.8. “Cargo Working” (or “Working Cargo”) means the process of either loading or discharging cargo onto or from a vessel.
- 1.9. “Cargo” means goods carried by a vessel (or other modes of transport in the context of rail or road transport).
- 1.10. “Carrier” means the party employed to carry goods.
- 1.11. “Chief Operating Officer” (or “COO”) is the official employed by MPDC who is responsible and accountable for the overall management and operation of the Port.
- 1.12. “Container” means any container, reefer container, controlled atmosphere container, integral reefer container, transportable tank or flat rack container which conforms to the International Standards Organization standard container type designations.
- 1.13. “Customer’s Vessels” means those vessels operated by or on behalf of the Customer, which may call at the Port of Maputo.
- 1.14. “Customer” means the party to whom a service is provided by MPDC, and where it is used in relation to cargo, includes the Owner, Shipper or Importer/Exporter of such cargo or their representatives.
- 1.15. “Day” means any day of any month as designated on a calendar, commencing at midnight and ending on the following midnight.
- 1.16. “Draft Survey” means the methods employed by an independent marine surveyor to calculate and confirm, as accurately as possible, the tonnage of bulk cargo on board a

vessel.

- 1.17. “Dust and Cross Contamination Cargo” means goods which by their nature are either sensitive to contamination from other sources of cargo or which are liable to contaminate another source of cargo and for which special contingencies and planning may need to be implemented by the Port.
- 1.18. “Dual Loading” means utilising two ship loaders simultaneously to load a vessel.
- 1.19. “ETA” means the estimated time (and date) of arrival of a vessel in the Port.
- 1.20. “ETA Window” means a period commencing eight (8) hours before an ETA and ending a maximum eight (8) hours after the ETA.
- 1.21. “ETD” means the estimated time (and date) of departure of a vessel from the Port.
- 1.22. “First Scheduled, First Served” means that a vessel:
 - 1.22.1. which is duly nominated in accordance with paragraph 1.1.37; and
 - 1.22.2. which has adhered to its ETA as provided by it to the Port Operator (MPDC) at least five (5) days prior to such ETA; and
 - 1.22.3. which arrives not earlier than eight (8) hours before and not later than eight (8) hours after its ETAis accorded seniority for berthing and cargo working purposes over a vessel or vessels which have not complied with clauses 1.1.20.1 to 1.1.20.3 (inclusive) above.
- 1.23. “Firm”, used in respect of a vessel, means that a vessel has been allocated a berthing slot based on compliance with 1.1.20.1 to 1.1.20.3 and which will be senior in relation to any non-firmed vessels.
- 1.24. “Force Majeure” for the purposes of this POG, means, in respect of either party, any event or circumstance, or combination of events or circumstances occurring during the operation of this POG, the occurrence of which is beyond the reasonable control (directly or indirectly) of a party, and could not have been avoided by steps which might reasonably be expected to have been taken by such party, acting as a reasonable and prudent commercial entity. Without limiting the generality of this clause, such events or circumstances may include any one or more of the following:
 - 1.24.1 An act of God, act of public enemy, act or threat of terrorism, war, invasion, embargo, military coup or armed conflict, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, piracy, act of vandalism,

- explosions, lightning, fire, flood, storm, strong winds, drought or earthquake;
- 1.24.2 Any unforeseen breakdown of essential machinery or equipment used in the Port or Customer operations which was not caused by the negligence of the relevant party or its project managers, agents, or contractors, and which occurs notwithstanding adequate maintenance in accordance with manufacturer's specifications;
- 1.24.3. blockade or closure of the Port;
- 1.24.4. epidemic, plague or quarantine;
- 1.24.5. meteorites;
- 1.24.6. nuclear explosion, radioactive or chemical contamination or ionizing radiation;
- 1.24.7. power failures or interruptions of any nature whatsoever, including but not limited to electricity;
- 1.24.8. pressure waves caused by aircraft or other aerial devices;
- 1.24.9. strikes or other industrial action;
- 1.25. "Hatch Covers" mean covers, normally of steel construction, used to cover and protect the hold of a vessel from weather and which are either mechanically operated or need to be removed with a crane.
- 1.26. "Hold Cleanliness Certificate" means a certificate issued by an independent marine surveyor certifying that a nominated bulk vessel on berth is free of contaminants.
- 1.27. "IACS" means the International Association of Classification Societies.
- 1.28. "IMBSC" means International Maritime Solid Bulk Cargoes Code.
- 1.29. "ISM" means the International Safety Management Code.
- 1.30. "ISPS" means International Ship and Port Facilities Security Code.
- 1.31. "Lay Can" means the earliest date at which cargo working (lay time) is contracted to commence and the latest date upon which the vessel can arrive at its appointed loading place without its call being at risk of being cancelled.
- 1.32. "Lay Days" means the number of days allowed for cargo working in a charter party relating to a specific vessel or cargo.
- 1.33. "Liner" in relation to vessels, services, or cargo, means vessels operated, services rendered and

/or cargo carried by a shipping line in accordance with a fixed published schedule.

- 1.34. “LOA” (Length Overall) means the length of a vessel measured along the length between two (2) opposite points on the hull furthest apart from one another, perpendicular to the waterline.
- 1.35. “Mandatory Public Holidays” means 1 January, 1 May and 25 December of each year
- 1.36. “Master” means the vessel Captain in command of the performing vessel.
- 1.37. “Mates Receipt” means a categorised list of all cargo loaded as per bills of lading for which the vessel signs as having been received from MPDC.
- 1.38. “MPDC” means Maputo Port Development Company SA, the Concessionaire in charge of the operations and management of the Port of Maputo.
- 1.39. “Nominated Vessel” means a vessel which has been accepted by the Port Captain and MPDC for scheduling purposes after receipt of the Arrival Notification Form (referred to in 2.1.3) nomination document relating to such vessel, either by telex, fax or e-mailed ETA advice.
- 1.40. “Non-liner” in relation to vessels, services, or cargo means vessels operated, services rendered or cargo carried otherwise than by a shipping line in accordance with a fixed published schedule.
- 1.41. “Notice of Readiness” (NOR) is the unequivocal advice tendered on arrival by a vessel by the Master/ Owner/Charterer, as the case might be, of the vessel indicating that the vessel is in all aspects ready to commence cargo working.
- 1.42. “Official Working Hours” means the customary hours of work as agreed between MPDC and its employees or contractors from time to time. The current working hours for the Port are reflected in Clauses 8 of these Procedures, and are subject to change from time to time at the sole discretion of MPDC.
- 1.43. “Opportunity Vessel” means any vessel not nominated timeously and which calls at the Port on a speculative/opportunistic basis from time to time. Such vessels will be accommodated on the first suitable available berth, provided they meet all berthing and cargo requirements and after considering the consequences of their berthing for other planned cargo movements having due regard to the best interests of Port productivity and efficiency, and without impeding any scheduled or planned vessels. Such opportunity vessel may be required to shift at its own costs if requested by MPDC to do so in order to maintain the seniority and working order of other scheduled or planned

vessels. The nomination period of fourteen (14) days will be used as the worst case default time period for seniority should no suitable berth be available within this time period. Seniority over other opportunity vessels will be based on the Arrival Notification Form nomination received. The conditions as per clause 2 will prevail.

- 1.44. "PFSO" means the Port Facility Security Officer.
- 1.45. "Phase I" means the vessel nomination process as defined in clauses 1.1. 73 and 2.1.
- 1.46. "Phase II" means a meeting between MPDC, the Customer or its representative and the Vessel or its representative, for the purpose of planning the vessel's intended cargo working.
- 1.47. "Phase III" means a meeting between MPDC, the Customer or their representative and the Vessel or its representative held daily to monitor the progress of cargo working on all vessel's to review performance, report on the maintenance of norms, and inform corrective action for improvement and general communication on progress and daily forward planning.
- 1.48. "Phase IV" means a structured meeting between MPDC, the Customer or its representative and the Vessel or its representative which must be held within seventy two (72) hours after completion of cargo working unless the relevant parties have mutually agreed in writing to forego such meetings, and instead to hold a monthly meeting covering a number of port calls. The primary purpose is to discuss the performance and overall measurement and continuous improvement of vessel working and to direct structured strategic feedback for Port Management intervention.
- 1.49. "Planned Delay" means a controllable event which takes place to affect Cargo Working and such delay together with the time required is discussed and planned at the Phase II. (For example the moving of ship loaders between hatches, the planning of hatch separations, the shifting of gangs between hatches, the opening of holds, and other similar activities, etc.).
- 1.50. "Planned Work Stoppage" means the time officially allowed by MPDC for general meetings with its employees which are held during working hours.
- 1.51. "Planning Manager/Planning Representative" means the Planning Manager/Planning Representative at the Port of Maputo which is responsible for all planning activities including allocating, shifting and removing vessels from berths, the overall planning of berths and Port resources.

- 1.52. “Planning Meeting” means any planned meeting relating to any planning phase, or an ad hoc meeting specially convened for the purpose of vessel and cargo planning, enhancing communication, expediting cargo working and/or resolving issues related to berthing or cargo working.
- 1.53. “Planned Vessel” means a nominated vessel in respect of which a Phase II meeting as contemplated in clause 1.44 has been held, at which all relevant aspects concerning the berthing and cargo working of such vessel have been finalised by signature by all parties concerned of the relevant Phase II planning minutes.
- 1.54. “Planned Shift” means an eight (8) hour shift during weekdays, over weekends or on public holidays which has been planned specifically in respect of the cargo working of a particular vessel at a particular berth at a particular time.
- 1.55. “POG” means this document setting out the Port Operating Guidelines.
- 1.56. “Port Captain” means the Maputo Port official responsible for the co-ordination of the physical berthing of vessels in accordance with the defined berth plan.
- 1.57. “Public Holiday” means any day designated as such by the Mozambican legislature.
- 1.58. “Ready to Load/Discharge” means that a vessel has reached such a state of preparedness in all respects that it is ready to immediately commence Cargo Working.
- 1.59. “Re-planned Vessel” means a vessel which for any reason whatsoever no longer complies with the provisions of the original Phase II planning meeting. Such vessel is subject to a re-planning process which in some instances, at the discretion of MPDC, may occur simply by way of written communication. Re-planning may arise from, but is not limited to, the following factors: original planned volumes increase, equipment availability changes, vessel substitution, vacating a berth due to productivity issues, equipment failure and returning later to resume cargo working either at the same berth or an alternative berth within the same or at an adjacent Port. Where circumstances permit, a vessel can retain its seniority on the berth or may have to be re-scheduled by the Port to an alternative berth or slot. A new nomination will not be required.
- 1.60. “Representative” means the duly authorised representative of any party, including but not limited to representatives of the Customer, Vessel and /or Vessel Owner engaged in the shipment of cargo.
- 1.61. “Re-scheduled” means a vessel which changes its ETA by more than eight (8) hours

later in aggregate after confirmation of the firm ETA which will, at the discretion of MPDC, be allocated an alternative time slot, either at the same berth or at the next suitable available berth, provided that no scheduled or planned vessel is prejudiced thereby. The maximum default period will be five (5) days and in this instance the vessel will fall in behind any other already firm vessels on the re-scheduled date. No new nomination will be required.

- 1.62. “Resources” means personnel and equipment provided by MPDC which are required for cargo working/vessel handling.
- 1.63. “Ring Fenced Cargo” means cargo of a specific type in respect of which specific storage areas have been identified, usually adjacent to or in close proximity to a berth/s normally used for the loading of such types of cargo and with the object of efficient use of Port space and resources.
- 1.64. “Ro-Ro” means a roll-on roll -off vessel of which certain cargo decks are accessible only by means of a ramp which is lowered onto the quayside and over which cargo is driven onto or off the vessel by means of the ramp.
- 1.65. “Port Discretion” means the exercise of a discretion by MPDC to ensure the safe, efficient and productive operation of the Port in the first instance, with due regard for the interests of all stakeholders, as opposed to the interests of any individual stakeholder or vessel call, to the exclusion of the others.
- 1.66. “Safe Working Load” (SWL) means the accepted international standard used to certify the safe working load of any equipment and, which term can be used to include any other accepted international safety standard in use when applicable.
- 1.67. “Senior Vessel” means, a vessel nominated and slotted in the Port queue schedule, ahead of another vessel in terms of the “First Planned, First Served” concept and is not necessarily the vessel with the earliest arrival time at the Port as captured on the Port Captain’s arrival queue priority list.
- 1.68. “Ton” means a metric ton.
- 1.69. “Shore Crane” means a crane either in a fixed position, or rail mounted for traversing ashore as well as any mobile crane deemed to be standard Port equipment for the purpose of lifting and transferring cargo from quayside to vessel and vice versa.
- 1.70. “Stand-by Charges” means charges raised in respect of the costs of holding resources

available where a vessel has been unproductive for a period of time and Port staff are standing by, waiting recommencement of cargo working or in instances where a vessel elects to keep resources on stand-by for any reason whatsoever. These charges are indicated in the MPDC tariff book.

- 1.71. “Stevedoring Services” means the services performed by which include the working of cargo on board a vessel and to operate vessel cranes.
- 1.72. “Transshipping” means the process of planning, landing and re-shipping cargo either onto the same vessel or a different vessel in the same Port and such cargo is manifested for such a transaction.
- 1.73. “Unplanned Vessel” means a scheduled or Opportunity Vessel in respect of which no Phase II has been held but excludes vessels which may need to be re-planned.
- 1.74. “Unproductive Vessel” means a vessel which has had Cargo Working interrupted or delayed for a period in excess of four (4) hours for any reason whatsoever and/or a vessel that does not meet its planned norm and/or planned shift as agreed at the Phase II meeting.
- 1.75. “Unsuitable Vessel” means a vessel which by virtue of its characteristics is not suitable for the cargo nominated for loading/discharge and/or the vessels type (class) does not conform to the cargo nominated and which impacts negatively on the cargo handling norms and the vessel’s turnaround time. The following characteristics, but not limited to, shall be regarded as unsuitable vessel: inadequate ships gear (less than 25tons), tween decks for bulk, bulk bags in bulk carriers and wings stowed bulk cargo.
- 1.76. “Vessel Crane” means a crane mounted on a vessel as part of the vessel’s equipment and employed in lieu of shore cranes.
- 1.77. “Vessel Nomination” means the official advice tendered by means of a Arrival Notification Form which must be telefaxed or emailed to MPDC’s Planning Manager/Planning Representative, by the Customer or his representative, whereby a specific vessel is nominated to call at a Port at a specified time and date to work cargo and such vessel is thereupon required to maintain an acceptable schedule integrity (Referred to as Phase 1 Planning).
- 1.78. “Weather Sensitive Cargo” means cargo which by its nature cannot be worked due to it being adversely affected during the working process by particular weather conditions such as,

but not limited to, rain or wind, and for which special contingencies and planning may need to be implemented by MPDC.

- 1.79. “Working Vessel” means a vessel which has been planned, berthed and in respect of which Cargo Working is in progress.

2. PRE-BERTHING OBLIGATIONS OF THE CUSTOMER

2.1 Nomination criteria (Phase 1 process)

- 2.1.1. MPDC has adopted the First Planned First Served principle for berth allocation.
- 2.1.2. The nomination of bona fide vessels for which specific cargo has been booked is a pre-requisite for effective Port planning.
- 2.1.3. MPDC has adopted the Port Maputo vessel nomination document, the “Arrival Notification Form”, for the official nomination criteria. This does not preclude MPDC from requesting additional information in the interests of better berth and cargo planning. Any such additional information will be tabled by Port Maputo and is not intended to infringe on the rights of any party and is considered confidential.
- 2.1.4. A vessel’s nomination may be accepted subject to confirmation at the discretion of MPDC from the time of dispatch of such notice, provided that such a nomination must be confirmed by the representative as required herein, failing which such nomination will lapse and be of no force and effect. If the nomination is accepted, MPDC will advise the party tendering such nomination of such acceptance by close of business on the day following that of the nomination, or if the nomination is made on a Friday, on the Monday, following from that Friday or the next working day following any Public Holiday.
- 2.1.5. The seniority of the vessel is determined by the time and date of the submission of the Pre Arrival Notification Form to MPDC.
- 2.1.6. All vessels intending to call at Port Maputo must adhere in all respects to the nomination process. This process requires the submission by the vessel or its representative of a fully detailed and completed Arrival Notification Form to both the Port Captain and the Planning Manager/Planning Representative. The Vessel or their representative, as the case may be, is responsible for ensuring that the nomination process is correctly followed. This process is referred to as Phase I and does not necessarily entitle the nominated vessel to the nominated berth as the allocation is

determined by MPDC and may change leading up to vessel arrival to best suit any given situation to enhance vessel turnaround time.

- 2.1.7. The vessel or its representative is responsible for ensuring that the vessel vacates any berth within two (2) hours of completion of cargo working and/or when requested to do so by MPDC for any legitimate reason whatsoever.
- 2.1.8. Should a vessel change ownership and appoint a different representative this must be declared prior to the Phase II to enable MPDC to identify the party responsible for the planning on behalf of the vessel. The planned status of the vessel will not be affected provided that this clause and all other conditions relating to planning continue to be met.
- 2.1.9. Vessels may only be nominated for one specific berth at a time within Port Maputo. The speculative nomination of more than one berth when the requirement is in fact for a single berth, is strictly forbidden and such speculative nomination will be considered null and void and the vessel will be obliged to commence the nomination process afresh. If the vessel is nominated to two separate berths, the nomination dates may not be the same.
- 2.1.10. The documents necessary for the nomination of a vessel, excluding feed vessels, must be submitted no more than thirty (30) days before the ETA and no less than fourteen (14) days before ETA. The minimum nomination period is, therefore, fourteen (14) days. (The 30 day rule relates to the internal MPDC planning models and Berthing Schedule, hence the period not being longer).
- 2.1.11. Vessels must submit, to the PFSO, an ISPS pre-arrival Declaration four (4) days before ETA.
- 2.1.12. Vessels shall not be permitted entry into the Port unless the ISPS Declaration is submitted four (4) Days before ETA.
- 2.1.13. Berths will only be planned upon receipt of the Arrival Notification Form, but will only be firmed by MPDC, using the updated ETA confirmation received from the vessel or representative, within five (5) days of ETA, with an accurate ETA or within forty eight (48) hours. Should the final ETA change by more than one shift from the original firm ETA, the vessel will be re-planned at the discretion of MPDC to the next available berthing window, provided that no scheduled or planned vessel is prejudiced thereby and a default period of five (5) days will apply should no berth be available. A new nomination will not be required if rescheduling is to take place. No verbal nominations will be

accepted or scheduled on the Berthing Schedule.

- 2.1.14. Once nominated, a vessel or representative must submit to the Planning Manager/Planning Representative a written update of her ETA on the 10th, 7th, 6th, 5th, 4th, 3th, 2nd, and last day prior to her ETA. The day on which the ETA falls is excluded from the computing of the number of days. At day five (5) from ETA, the vessel must be firm and once firm, the planned berth will be confirmed by MPDC. It will not be necessary for a vessel which arrives early to submit a daily update provided that the arrival update indicates final notice of vessel arrival. Such vessel will, however, still be treated on the basis of an early arrival and planned in accordance with clause 4. The early nomination of vessels serves a dual purpose to initiate cargo forward planning for the vessel and for the preliminary Port planning and allocation of berths.
- 2.1.15. Vessels arriving on the same or following day within the same eight (8) hour window will at the discretion of MPDC be treated on the basis of First Planned, First Served, and the physical arrival at Port limits/outer anchorage will be factors taken into consideration in determining an outcome. The allocation of the berth will in any event take into consideration the factors of clause 2.2 and this clause 2.2 will guide any decisions in this regard.
- 2.1.16. 80% of the cargo must be available in the Port prior to berthing and the remaining 20% may be on route or available. However the first segment for shipping must have 100% of the available cargo unless there is only one (1) shipping order for the entire consignment.
- 2.1.17. A vessel needing to increase cargo at the request of owners/ charterers may do so provided the increase does not impact on other scheduled or planned vessels and will be allowed or limited at the sole discretion of MPDC.
- 2.1.18. Vessels may be substituted from time to time provided that;
- 2.1.18.1 the vessel for substitution is presented to MPDC for consideration and approval;
 - 2.1.18.2 the vessel and cargo characteristics of the vessel presented for substitution does not differ substantially from those of the vessel to be substituted;
 - 2.1.18.3 should the vessel and cargo characteristics of the vessel presented for substitution differ from those of the vessel to be substituted, the vessel

presented for substitution may, at the sole discretion of MPDC, be accepted provided MPDC is satisfied that its working can be managed within the limitations of the original allocated berth.

2.1.18.4 The planned time for the substitute vessel on the berth compared to that of the vessel originally planned and its productivity is not negatively affected and the requirements of clause 2.4 are met; and

2.1.18.5 MPDC, in its sole discretion agreed in writing to such substitution.

2.1.19. Should it transpire that the substituted vessel or its cargo is not of the same physical

characteristics and, as a result thereof, the cargo working of that vessel is delayed to the prejudice of any other scheduled or planned vessel, MPDC may request the substituted vessel to vacate the berth. In any event MPDC accepts no responsibility or liability, loss or claims for delays arising from any substitution and will not be held responsible for any delay in the berthing or working of the vessel or cargo or the consequences thereof.

2.1.20. The agent assumes the responsibility to inform any shipper of the transfer of scheduled or planned status rights as a result of any substitution and of any risks to loss of scheduled or planned status affecting any shipments. All other conditions of this POG remain applicable in such instances.

2.1.21. Substitution will be allowed after the firm five (5) day notice contemplated by clause 2.1.13. However, if MPDC in its sole discretion, permits the late substitution in the interests of efficient and optimal use off berth resources of a vessel already planned, then re-planning for the substituted vessel must take place before such vessel is berthed or before cargo working can commence. The procedures as described through clauses 2.1.13 to 2.1.18 will remain applicable in the case of all substitutions.

2.1.22. The vessel presented for substitution will be deemed to be substituted to the original planned berth of the original vessel. Should the vessel presented for substitution opt for an alternative berth, such substitution may be subject to the five (5) day re-scheduling guideline.

2.1.23. The acceptance of any vessel for substitution will be subject to the same cargo handling method as that originally planned for the vessel being substituted. (MPDC may for

example in times of berth congestion, at its sole discretion, allow a vessel to re-plan for an alternative cargo handling method, provided this does not affect other scheduled or planned vessels and then such vessel may be subject to a five (5) day default firm notice period.)

2.2. Berth allocation and activities

2.2.1. Preferential Berth Allocation

2.2.1.1 In order to contribute to operational efficiency and to maximize berth and equipment utilization, preferential berth allocation will be applied as follows and planned vessel operations shall be according to the declared berth depth:

Berth	Preferential Allocation
1-3	General Cargo
4	Cars
5	Sized Coal and Magnetite
7	Phosphate Rock
9	Sugar
10	Ferro Chrome and Nickel
11	Ferro Chrome and Nickel
14	Containers
15 & 16	Iron Ore and Chrome Ore

2.2.1.2 The First Planned, First Served berthing principle will still apply in the allocation of berths; however consideration will be given to the preferential berth application listed above.

2.2.1.3 MPDC reserves the right to deviate from the preferential berth application for overall Port convenience.

2.2.1.4 Vessels can load up to the declared berth depth plus the low tide on the day. Loading beyond these parameters will be considered upon written application and entirely at the discretion of MPDC. In the event of such permission being granted all associated risks lie solely with the vessel.

2.2.1.5 Vessels arriving with a draft beyond the declared berth depth plus high tide of the

day, will be considered upon written application and entirely at the discretion of MPDC. In the event of such permission being granted all associated risks lie solely with the vessel.

- 2.2.2. All berthing activities will be scheduled by the Planning Manager/Planning Representative in conjunction with the Port Captain (as co-ordination between these parties is necessary) and will be undertaken in accordance with the nomination process.
- 2.2.3. The Planning Manager/Planning Representative will determine the Ports cargo working schedule and allocate windows on berths for the cargo working of nominated vessels in accordance with Port capacity, nomination schedules and all relevant planning information as completed by the representative on the MPDC planning documents.
- 2.2.4. The allocation of a berth is at the discretion of MPDC and will be based on, inter alia, the availability of resources, cargo availability Port stacking space and cargo logistics factors, and not necessarily solely on the availability of a berth. For example, a vessel may be rescheduled to a later slot if the cargo is not available.
- 2.2.5. If a Planned Vessel arrives in port and does not have at least 80% of its cargo in stack, and the balance available on road/rail inside the Port, then the next arriving planned vessel may be berthed ahead of the Senior Vessel. (Refer to rules applying to cargo: Clause 2.9).
- 2.2.6. A Planned Vessel which is not in possession of its ISPS clearance will forfeit its planned slot and will be re-scheduled at the discretion of MPDC once such clearance is obtained.
- 2.2.7. All vessels which are working cargo at any MPDC berth shall have preference over “lay bye” or “bunker” ships i.e. vessels berthed or seeking to berth for reasons other than cargo working. All requests for berths by such vessels must be directed to the Port Captain, who will in turn plan and confirm acceptance of such arrangements with the Planning Manager/Planning Representative of the respective Terminal.
- 2.2.8. The actual of berthing of vessel will be prioritized as follows:
 - Navy/Military vessels
 - Passenger vessels
 - Fuel vessels
 - Quay with Fixed installations such as Grain, Coal, Sugar
 - Container vessels/Car carriers
 - Bulk and break-bulk vessels

- Bunkers and layby vessels

2.3. Hatch and vessel preparedness

- 2.3.1. Where it is a requirement for a nominated bulk vessel to present a hold cleanliness certificate before cargo working can commence, this requirement must be declared at the Phase II for planning purposes.
- 2.3.2. Where it is not possible for a vessel to be surveyed before berthing due to it for example not having hydraulic hatch covers, or due to inclement weather or due to berthing on arrival, the hold cleanliness certificate must be made available within the same two (2) hours as contemplated in clause 5.1.3 after berthing.
- 2.3.3. Vessels may not clean holds at working berths unless MPDC in conjunction with the Port Environmental Officer and/or Port Captain has agreed thereto in writing. Where such an agreement is in place, no stand-by charges will apply provided that, notwithstanding such agreement, resources have been booked in respect of the vessel. Stand-by charges at the applicable rate will apply until such time as the vessel is ready to receive cargo. Such stand by charges will in any event apply in the absence of an agreement contemplated in this clause. (Also refer to clause 5 on delays)
- 2.3.4. If any vessel is called to berth and the hatches or ramps cannot be opened or operated within the grace period stated in clause 5.1.2, then stand-by charges at the applicable rate will apply until such time as the vessel is ready to receive cargo. After a delay of two (2) hours the vessel will be declared unproductive and at the discretion of MPDC, may be requested to vacate the berth, at the cost of the vessel, should the berth be required for other purposes. Such a vessel will need to be rescheduled before commencing or recommencing cargo working

2.4. Planning for cargo working (Phase II)

- 2.4.1. Cargo working planning, (Phase II), must take place with the Planning Manager/Planning Representative within the firm five (5) day notice period contemplated by clause 2.1.13, but no less than seventy two (72) hours prior to commencement of cargo working. Vessels will not be considered for berthing unless the Phase II has been held, provided that MPDC may at its discretion allow the Phase II to be held later than specified above, if deemed to be in the interests of safe and

efficient working, optimal use of Port resources or if required as a result of its contractual commitments.

- 2.4.2. Phase II times will be arranged and scheduled by the Planning Manager/Planning Representative between Monday and Thursday. Pre-planning meetings will only be held on Fridays for vessels coming in on Monday. For vessel arriving on weekends or paid Public Holidays, the Phase II meetings must be held seventy two (72) hours prior to arrival. Vessels may request a Phase II for a scheduled vessel that could commence cargo working on a weekend where it is evident that the balance of any cargo will arrive on a Saturday or Sunday or within an accepted and agreed time between the parties, so as not to cause delays to the planned cargo working schedule or in instances where a berth would be available to start cargo working sooner rather than wait for all the cargo to arrive and provided that no other scheduled or planned vessel is impeded.
- 2.4.3. All relevant information and documentation (Stowage plan, working instructions, shipping/landing orders, customs permits/authorizations, sequence plans, vessel gear/crane certificates, etc.), must be made available at the Phase II in order for the vessel to be planned. Failure to do so will result in the vessel not being planned and being considered an unplanned vessel with no right to berth.
- 2.4.4. The Stowage plan referred to in Clause 2.4.3, must be approved, signed and stamped by the master of the vessel. In the event that such approved stowage plan is not submitted, the preplan meeting will be cancelled and the vessel will not be allowed to berth.
- 2.4.5. Where orders for whatsoever reason are not available at the time of the Phase II, the Phase II will consider all presented and outstanding orders (as if though they were available) for the purposes of planning only in order to confirm the full expected Port stay and berthing window. However, depending on the circumstances, resources may not necessarily be allocated for those parcels minuted not to have orders ready at the Phase II.
- 2.4.6. The Phase II minute will reflect the late parcels.
- 2.4.7. Should late orders impact on the berthing window by more than eight hours then such vessel may be requested to vacate and or be re-scheduled.

2.5. Resource allocation

- 2.5.1. Resources required for cargo working must be agreed at the Phase II and will be

supplied subject to Port limitations or constraints.

2.5.2. Vessels are required to operate with a minimum of two (2) gangs at any given time, in order to ensure alignment between productivity and berth utilization.

2.5.3. Consideration will only be given by MPDC to the working of a minimum of one gang under exceptional circumstances, which must be motivated in writing by the Customer.

2.5.4. Booking of Additional Resources

2.5.4.1 Written requests for the booking of resources must be submitted to the Planning Manager/Planning Representative by no later than the Phase II.

2.5.4.2 The booking of additional resources must be in writing (faxed, e-mailed or hand delivered) and must be submitted to the Planning Manager/Planning Representative. Notification must be submitted at least four (4) hours prior to the start of the relevant shift. MPDC, in its sole discretion, may cancel or withdraw resources if satisfied that such resources are or will be under-utilised, whether as a result of adverse weather conditions or the manner in which cargo working is being conducted.

2.5.5. Cancellation of Resources

2.5.5.1 Cancellation of resources allocated to a vessel must be communicated to MPDC Planning Manager/Planning Representative in writing (faxed, e-mailed or hand delivered) and must be submitted four (4) hours before the commencement of the shift, to enable MPDC to cancel its resources timeously. Failure to do so will result in a minimum of eight (8) hours being raised for stand-by charges for the vessel, determined by the number of resources allocated, per hatch, which have not been cancelled.

2.6. Documents

2.6.1. Phase II Forms and the stowage plan must be presented to the Planning

Manager/Planning Representative at the Phase II. Any special requests or alterations to stowage plans must be submitted to MPDC in writing and signed off by the Planning Manager/Planning Representative as acknowledged and incorporated in the original planning minute or amended planning minute. Should any outstanding documents prevent the planning of the vessel and in particular indicating a heavy hatch, then such vessel will be re-scheduled.

- 2.6.2. Phase II should only be held once the documents detailed in Clause 2.6.1 above have been presented, notwithstanding any late orders as described in clause 2.4.5.
- 2.6.3. Landing / Shipping documents must be stamped by Mozambican Customs (*Despacho Provisorio* or *Despacho Final*), with hard copies being provided to the Harbour Billing Department and to the Planning Manager/Planning Representative.
- 2.6.4. The Customer or its representative bears the onus of ensuring that all documents are completed in full, correctly and accurately with sufficiently clear detail in order to instruct MPDC on the cargo working required and to enable the Billing Department to apply appropriate coding to cargo working/activities for billing purposes. Where failure to complete documents accurately and in full or failure to amend a document timeously and prior to completion of working of a vessel, results in documents not being processed, and/or a delay in cargo working, and/or the vessel being detained in accordance with Customs regulations, MPDC may impose stand-by charges in respect of any such delay, and accepts no liability for any loss occasioned as a result thereof.
- 2.6.5. Where more than one (1) parcel of cargo is to be loaded and all shipping documents are not available in respect of certain cargo parcels to be loaded ("the late parcels"), these will only be shipped once the documents have been received, accepted and processed by the Billing Department.
- 2.6.6. Documents for the late parcels may be presented while the vessel is working cargo and once received the Phase II minute will be amended accordingly. Allocation of resources, if not immediately available for loading late parcels, may be subject to twenty four (24) hour planning requirements. If, however, available documents relating to late parcels are not yet presented and passed by the Billing Department when loading of the parcels is completed, the vessel may be declared unproductive and will be treated as such. Late surcharge may be applicable in accordance with MPDC's Tariff

Book.

- 2.6.7. Shipping/Landing documents must reach the Billing Department by 14h00 Mondays to Fridays.
- 2.6.8. Orders arriving after 14h00 on Fridays will only be processed on the following Monday.
- 2.6.9. Where the documents for late parcels are presented at the Billing Department after 14h00, arrangements can be made for processing of such documents after hours or over the weekend provided that at least six (6) hours' notice before the end of that working day is given to the Planning Manager/Planning Representative of the intended late submission for the processing of such documents. Costs of overtime for document processing is at cost of the Customer or whoever requested the processing.
- 2.6.10. Cargo which is not accompanied by documents or which is accompanied by incomplete and/or incorrect and/or inaccurate documents will not be shipped or released from the Port. It is the responsibility of the cargo owner or Representative to ascertain which documents are required and to ensure that these are completed and produced.
- 2.6.11. Where a vessel is carrying split cargo which is manifested in a single document, but which is intended for discharge at different terminals or berths, an amending order must be passed for the cargo due for discharge at the first terminal and a new order must be passed for the remaining cargo due for discharge at the next terminal.
- 2.6.12. The Representative must provide the "Mates Receipt" document to the Terminal Superintendent

2.7. Order Amendments

Any changes, and/or requests, and/or notifications, and /or amendments to or relating to any order or document must be submitted in writing and processed at the Billing Department. No verbal communication will be accepted in this regard. Changes to any documentation will not be effected or acted upon by MPDC unless the affected amended document bears the Customs Authority stamp of approval. All changes must be accounted for in an amended "Mates Receipt".

2.8. Phase II Amendments.

- 2.8.1. Any amendments to, request for amendment of, or instruction to amend a Phase II minute must be in writing, supported by an authorized name and signature and be submitted to the Planning Manager/Planning Representative by the responsible

representative. Where amendments or instructions need to be carried out after normal office working hours, then an electronic email, or fax will be accepted as a means of communication by MPDC, provided that the Vessel or representative immediately follows this up with a telephone call or via a visit to the Planning Manager/Planning Representative in order to confirm that such instruction has been received. The Planning Manager/Planning Representative will then advise on the feasibility of enacting the amendment, provided that no other scheduled or planned vessel is prejudiced thereby and the vessel can complete cargo working as per the scheduled berthing window.

2.9. Cargo availability

- 2.9.1. It is imperative that 80% of the export cargo is in stack prior to the berthing of a vessel so as not to delay the vessel and impede other users of the Port and/or Port facilities or to expedite the rotation of vessels on a berth.
- 2.9.2. If the quantity of cargo is increased beyond what was agreed and planned at the Phase II, and if it affects the vessel's ETD, such vessel will have to be re-planned provided that such re-planning does not, in the opinion of MPDC, prejudice any scheduled or planned vessels.
- 2.9.3. The berthing of a vessel in respect of which not all the cargo is available may, at the sole discretion of MPDC be allowed, provided the berth is not required by other scheduled or planned vessels. Should such vessel become unproductive and/or should the berth be required by another scheduled or planned vessel, then such vessel will be required to vacate the berth at its sole cost and expense.
- 2.9.4. Certain cargo is Ring-Fenced and planned for stockpiling adjacent to or close to a specific berth or series of berths for cargo working to optimize the use of Port infrastructure and resources. By exception, at the sole discretion of MPDC, a limited quantity of Ring-Fenced Cargo, limited to 20% of the planned cargo, may be worked at berths which are not adjacent to or close to such cargo, and will then be subject to the following:
 - 2.9.4.1 MPDC will from time to time, in times of berth congestion, berth a vessel at a berth which is not in close proximity to the Ring Fenced Cargo in which case MPDC will bear the direct costs, and no other costs, of transporting such cargo from the designated storage area to the

berth/s concerned

2.10. Weighing of Cargo

- 2.10.1. Vessel survey is not permitted in the Port of Maputo; hence all cargo is subject to being weighed upon entry into the Port and upon dispatch onto vessel.
- 2.10.2. All MPDC weighbridges are calibrated frequently and test weights are conducted on a per shift basis.
- 2.10.3. Should the Customer instruct the Port to waiver the weighing of cargo, the Customer does so at its own risk and MPDC is in those instances excluded of all liability for any alleged cargo loss and or short shipment.

3. VESSEL PERFORMANCE AND MONITORING (Phase III Process)

- 3.1.1. Phase III daily meetings shall be held by or before 08h00 on board the vessel and attended by MPDC, the agent and supercargo.
- 3.1.2. Daily meetings (Phase III) are required to monitor the progress of cargo working on all vessels in order to review performance, report on the maintaining of norms, and to inform corrective action for improvement and general communication on progress and daily forward planning. Formal and binding Action Minutes must be agreed upon and retained on file. {The Phase III minute must be filed at the commencement of the first shift for the following twenty four (24) hours.}
- 3.1.3. Failure to sign off on the Phase III (statement of facts) by all Parties will result in the vessel not being provided with resources for the following shifts.
- 3.1.4. All vessels having completed cargo working, including all representatives and stevedores involved in the working of a vessel, either directly or indirectly, as contracted via the cargo owner (as the case may be), must hold a Phase IV within seventy two (72) hours after completion of a vessel, unless the relevant parties have agreed in writing to forego such meetings and to hold monthly meetings covering the Port calls in each month. These meetings, the primary purpose of which is to discuss the performance, overall measurement and continuous improvement of vessel working are essential and mandatory in order to direct structured strategic feedback for Port Management intervention.

4. EARLY/ LATE ARRIVAL OF VESSELS

4.1. Early Arrivals

4.1.1 If a vessel, having met all the criteria in clause 2 above, does not maintain her ETA in that she arrives earlier than her planned ETA, the following will apply:

4.1.1.1. The vessel will be permitted to occupy her scheduled or planned berth provided it is available.

4.1.1.2. If the scheduled or planned berth is not available, the vessel must wait her turn for the scheduled or planned berth retaining her planned seniority.

4.1.1.3. If another suitable berth is available, the vessel may request and be re-planned to occupy the available berth provided that MPDC at its sole discretion is satisfied that no aspect of Port efficiency, including, but not limited to, the intended working of other vessels, whether planned or otherwise, is compromised or adversely affected thereby.

4.2. Late Arrivals

4.2.1 If a vessel, having met all the criteria in clause 2 above, does not maintain her ETA in that she arrives more than eight (8) hours after her original planned ETA, such vessel may at the discretion of MPDC be permitted to occupy the berth, provided that it is available and then only for the remainder of the time for which it was planned to be available and that such vessel must be in a seaworthy condition in terms of stability and security and that such vessel must vacate the berth at its own cost if the berth is required for other purposes. Such vessel will in such event have to be re-scheduled to the next suitable and/or available berth, provided that it does not prejudice any other scheduled or planned vessel.

4.2.2 Should a berth not be readily available for the late vessel, the default position will be re-scheduled by the Planning Manager/Planning Representative on the basis of a five (5) day firm notice as defined in clause 1.1.61.

5. DELAYS TO VESSELS ON BERTH

Delays to a vessel on a berth in any of the circumstances contemplated in clause 5.1 below will be dealt with as follows:

5.1. Delays caused by the vessel on arrival

- 5.1.1 All vessels requesting to berth alongside MPDC berths are required to be ready to load in all respects as soon as they are alongside. The official time alongside will be considered to be the time that the pilot or berthing gang records as all lines fast
- 5.1.2 Giving due consideration to normal shipping practices, MPDC will allow a vessel a two (2) hour grace period for hatch preparation and required surveys from the time of arrival until the time that stand-by charges will start accruing.
- 5.1.3 Should any vessel anticipate a delay longer than two (2) hours once alongside due to operational requirements (e.g. for additional hatch cleaning or surveys), the anticipated delay must be planned for at the Phase II so as to allow MPDC to book labour accordingly and avoid stand-by charges. This planned delay will be granted at the sole discretion of the MPDC planners without any prejudice to themselves or MPDC, and MPDC reserves the right to insist that these additional delays are completed at anchorage before the vessel enters.
- 5.1.4 If for any reason the vessel is not ready to load by the start of the next shift after she came alongside, MPDC reserves the right to re-allocate or cancel any planned labour for the said shift. The vessel will then be considered an Unproductive Vessel and will be dealt with as described in paragraph 5.11 below.

5.2. Delays caused by weather or other safety related issues

- 5.2.1. Suspension of work by the vessel due to wind, adverse weather or sea conditions or inherent safety issues arising without the fault of the vessel or her crew: When cargo working is delayed by adverse weather conditions or other safety reasons as decided by a vessel the vessel will only be allowed to remain on the berth at the discretion of MPDC. Delays caused by adverse weather conditions or for safety reasons initiated by the vessel may result in vessel vacating such berth and being re-scheduled to berth at the same or an alternative suitable berth which is available, at their cost, in order to allow MPDC to utilize the berth for the working of another vessel not subject to these

weather or safety conditions

- 5.2.2 In the event of there being a weather or safety delay initiated by a vessel and, in the opinion of MPDC, such a delay is unwarranted; stand-by charges will apply.
- 5.2.3 Suspension of work by MPDC due to wind, adverse weather or sea conditions: The Port may cease cargo work if the wind speed is, in its opinion, such as to render continued cargo working unsafe or in instances where the integrity of the cargo or operation is at risk from other elements. In this instance no stand-by charges will be applicable.

5.3. Delays caused by Force Majeure

- 5.3.1. If a planned vessel is requested to vacate a berth due to Force Majeure its removal will not affect its right to the berth and it will be retained as a senior vessel, but at the discretion of MPDC. Once the Force Majeure has ended, such vessel may choose to:
 - 5.3.1.1. Re-schedule to its original berth, if and when available, at the cost of the party responsible for its removal; or
 - 5.3.1.2. Be re-scheduled to occupy a different available berth at the cost of the party responsible for its removal and no charges will accrue, although productivity may be affected. In each instance an ETA update will be required and the Planning Manager/Planning Representative will need to prioritize a suitable return berth accordingly. This may affect other scheduled or planned vessels, but MPDC will not be liable for any claims arising from any delay occasioned thereby.

5.4. Delays occasioned by cargo

- 5.4.1. If a vessel is delayed due to its waiting on road/rail transport, the relevant stand-by charges will apply to the cargo owner/Representative.
- 5.4.2. MPDC is not liable for any costs of any nature whatsoever, whether for demurrage or otherwise, incurred due to the non-availability of cargo or for delays incurred at other ports which negatively affect the ETA of a vessel or for any other reason whatsoever.
- 5.4.3 Stand-by charges will not be raised if the cargo is not load ready as a result of the fault of MPDC, but MPDC will not under any circumstances accept liability for any costs arising from such cargo not being load ready when it is not the MPDC's fault.

5.4.4 MPDC does not accept responsibility or liability for any cost/demurrage incurred by a vessel as a result of the non-performance of delivery of cargo by road or rail to the Port or arising from any delay occasioned, whether by the delayed departure of the vessel concerned for any reason whatsoever from any other port, or otherwise.

5.5. Delays caused by operational requirements

5.5.1 Stand-by charges may apply under circumstances as described in the following sections.

5.5.2. In the case of separations and pushing up of cargo in holds not planned in the Phase II, then for each separate event, charges will commence immediately from the start of the delay.

5.5.3. In the case of separations and pushing up of cargo planned and agreed at the Phase II, then for each separate event, stand-by charges will commence after the duration of the planned delay is exhausted.

5.5.4 Should it become evident that actual time may exceed planned time by more than one shift then a vessel may be requested to vacate the berth and will be re-scheduled. In such instance shifting costs will be for the account of the vessel. Such vessel may also, at MPDC's sole discretion, after notification to the agent, be subject to re-planning.

5.5.5 Any draft survey conducted during vessel operations will be afforded 1(one) hour per draft survey, to complete. Where the draft survey exceeds 1 hour, stand-by charges will apply.

5.6. Recording of delays

5.6.1. The duration and cause of all delays planned or otherwise, to vessels of ten (10) minutes or more must be officially recorded after the stoppage is noted. All stoppages must be summarized and reported at Phase III. The vessel representative and MPDC representative must sign off the Phase III minute. In the event of a dispute arising, the matter will be referred to the Operations Manager for consultation with the affected parties and his/her decision will be final.

5.6.2. Each delay will be measured per working hatch to obtain the total of the delays in respect of the vessel concerned.

5.6.3 Vessel delays (and performance), recorded per hatch, will be measured to obtain a net

result of the Port/vessel performance. The objective is to identify and reduce all avoidable delays and to plan for improvement and such plans must be discussed at Phase IV.

5.7. Redeployment of resources

- 5.7.1. The Planning Manager/Planning Representative reserves the right to redeploy resources from an unproductive vessel to other designated work areas until such time as such vessel can satisfactorily confirm her readiness to return to a state of planned productivity.
- 5.7.2. The Planning Manager/Planning Representative reserves the right to redeploy resources at his sole discretion, without any prejudice to himself or MPDC.

5.8. Port rights

- 5.8.1. In the interests of safe cargo working as well as orderly and efficient Port working, the COO and/or their authorized delegate, reserves the right to either berth, not to berth, or stop vessel loading/ discharging or request the Port Captain to remove the vessel as the case may be, without any prejudice to himself or MPDC, provided the reason therefor is reasonable, recorded in writing and explained to the Representative.
- 5.8.2. No vessel, cargo owner or representative may order or perform any cargo operations on any quayside other than those planned and agreed to with MPDC.
- 5.8.3. MPDC may refuse to work a vessel if the berth is required by another vessel if:
 - 5.8.3.1. A vessel has failed to produce a Class Certificate for its gear/derricks/cranes and/or such gear/derricks/cranes prove to be incapable of handling the cargo.
 - 5.8.3.2. If the vessel downgrades its gear/derricks/cranes, MPDC reserves the right to replace the equipment with mobile cranes at vessel's cost and expense.
 - 5.8.3.3. One or more of the vessel's cranes falls below the planned Safe Working Load as reflected on the vessel's crane certificates or below the number of swings specified in respect of the Port.
 - 5.8.3.4. One or more of the vessel's cranes fails to lift/discharge the load within the specified carrying capacity as indicated by the Ship's Agent

and/ or as agreed at the Phase II.

5.9. Arrest of vessels, cargo or bunkers

- 5.9.1. Arrested vessels or cargo will only be cleared for loading and planned, subject to any instruction from the court relating to such arrest or the terms of any court order.
- 5.9.2. Where a vessel, its bunkers or cargo has been arrested, continued cargo working will be at the discretion of MPDC, and subject to the directions of the court out of which the arrest has been issued. Should cargo working be stopped, stand-by charges will immediately become applicable until such time as the vessel vacates the berth. The affected vessel will, however, subject to maritime safety, simultaneously be instructed, after consultation with the court and Representative, to close hatches and vacate the berth to anchorage or another berth agreed upon by MPDC and the Port Captain. Such vessels will be re-scheduled for berthing on a five (5) day ETA update advice, or earlier if a berth is available, once the arrest is lifted, provided no other scheduled or planned vessel is affected.

5.10. Unplanned shifting of vessels between berths

- 5.10.1 A vessel requesting to move berths will be accommodated at the discretion of the Planning Manager/Planning Representative.
- 5.10.2 Any costs incurred will be for the account of the Customer and/or vessel.
- 5.10.3 Any vessel movement for Port convenience shall bear no marine charges to the vessel.

5.11. Unproductive/Unsuitable vessels

- 5.11.1. Where a vessel is declared unproductive due to the vessel's fault, MPDC reserves the right to request the Port Captain to remove such vessel from a berth.
- 5.11.2. The removal costs will be for the account of the unproductive vessel.
- 5.11.3. In all instances where a vessel is declared unproductive stand-by charges at the applicable rate will be raised.
- 5.11.4. Where a vessel deviates from its planned shifts by more than one (1) shift and/or planned norms, it will be declared unproductive.
- 5.11.5. A surcharge for additional resources shall be applicable to unsuitable vessels.

5.12 Berth required for Lay-by purposes

Where an unproductive vessel is alongside a berth which is not immediately required for any purpose, and the vessel wishes to remain at said berth for lay-by purposes, MPDC may, at its sole discretion, grant permission to the vessel to remain at such berth for as long as it is not required for any other purpose

5.13. Stoppages

5.13.1. Any stoppages on instruction of MPDC will not incur stand-by charges.

5.13.2. Any stoppages on instruction of the Customer and/or vessel, and/or agents for whatever reason will incur stand-by charges.

5.14 Unplanned Cumulative Delays

Unplanned cumulative delays over four (4) hours per shift shall incur additional stand-by charges.

6. CARGO, SECURITY & MOBILE HARBOUR CRANE CRITERIA

6.1. Dispatch of cargo

Arrangements and planning for the dispatch of all landed cargo from the Port by the Customer/representative must occur at the Phase II to avoid storage charges being raised.

6.2. Retention of cargo

6.1. Cargo will not be allowed to remain in the Port unless a written agreement is reached on the terms on which it will be permitted to remain in the Port. Should cargo remain in the Port in the absence of such written agreement or beyond any agreed time, MPDC will notify the Customer to withdraw the cargo within 60 days from the date of delivery of the notice, otherwise MPDC may have the cargo removed at the Customer's sole cost and risk and to raise storage charges at the rate applicable thereto from time to time, or to treat such cargo as having been abandoned and may deal with it in accordance with the Contract signed between MPDC and Customer. In such event, MPDC will incur no liability for any loss of or damage to such cargo and is entitled to full indemnification from the Customer for any costs or loss incurred by MPDC in relation to or as a result of

MPDC having dealt with such cargo.

6.3. Miscellaneous Services

- 6.3.1 All work done or services rendered over and above those normally associated with the activities which are the subject of the Phase II requirements/ cargo working, are subject to additional charges which will be raised by means of the issuing of a Miscellaneous Services Note (“MSN”).
- 6.3.2 All requests for additional services (Miscellaneous Service Request: “MSR”) must be in writing and directed to the Planning Manager/Planning Representative. Following the acceptance of the request, a MSN will be used as a source document for billing.
- 6.3.3 Customers, shipping lines or their Representatives may not directly request or instruct any of MPDC’s employees or machine/equipment operators to execute any function whatsoever. All instructions must be given in writing through the Planning Manager/Planning Representative.
- 6.3.4 If a request is not submitted to the Planning Manager/Planning Representative and a service or services has/had been rendered or is required, then the MPDC terminal superintendent must immediately inform and confirm the rendering of such service to the Representative in writing by way of e-mail, or hand delivery within 24 hours of the service having being provided or 24 hours after vessel completion. The MPDC Operations Manager will raise the MSN for the extra services carried out and submit it to the Planning Manager/Planning Representative or amend the Phase II minute for endorsement.

6.4. Security

The Port of Maputo subscribes to the ISPS code standards.

6.5. Cargo pre-assembled prior to shipping

- 6.5.1 All Port inbound cargo for export will be planned for pre-assembly in areas designated by the Port and the norm will be to berth the vessel at the berth closest to the cargo.
- 6.5.2 A minimum of at least 24 (twenty four) hours’ notice prior to the dispatch of any cargo destined for the Port inclusive of detail pertaining to the train transport schedule and status is required, in accordance with the Truck Booking Procedure, Annexure A.

6.6. Cargo Dwell Time

- 6.6.1 The time allowed for cargo to remain on Port grounds without charge, (“the free period”) is determined by the provisions of the tariff book or any commercial agreement with MPDC , and once such free period has expired the Customer is obliged to remove the cargo if MPDC so requires. Failing such removal upon notification of 60 days from the date of receipt the notification, such cargo may be treated as having been abandoned and dealt with under the provisions in the contract signed between MPDC/Terminal Operator and Customers’ in conformity with the terms of Customs (Alfandegas) Legislation for removal of abandoned cargo.
- 6.6.2 MPDC may, subject to clause 6.6.1, at its discretion, instruct a Customer or its Representative to remove cargo that has remained in the Port for longer than 60 days, or may transfer or dispose of the cargo at the sole cost and risk of the Customer. In every such event, storage, handling and all other costs as applicable will be raised and be payable by the Customer or its Representative. If MPDC acts in terms of this clause and disposes of the cargo itself, in dealing with such cargo MPDC will for all purposes be deemed the appointed Representative of the Customer, but MPDC will not be liable for any claims howsoever arising, arising from any act or omission by MPDC in relation to such cargo unless MPDC is negligent in disposing of same.

6.7. Stacking / Stockpile

- 6.7.1. Cargo may not be placed or dumped on or near any quayside other than in accordance with the provisions of the Phase II minute relating to such cargo. If cargo is placed or dumped at or on any quayside or adjacent areas other than in accordance with the provisions of the Phase II minute relating to such cargo, all costs incurred in respect thereof, whether relating to or arising from the compliance with environmental requirements, inconvenience or interruption to the working of other vessels and/or its storage or removal will be borne by the cargo owner/Representative or the responsible party as the case may be.
- 6.7.2. All cargo held in the Port must be stacked according to the order of Port of destination, vessel or contractual agreement. If the Port of destination or vessel is changed while cargo is already in stack then all costs incurred in sorting and/or weighing and/or

movement and/or re-labeling of such cargo, as a result of such change, will be for the account of the entity which made such request. To the extent which may be relevant, the provisions of Clause 6.3 above will apply in such an instance.

- 6.7.3. Excavators and other equipment with steel tracks will not be allowed to be driven over any quayside or Port area, unless rubber mats are provided to protect the Port road surfaces adequately and any damage which may eventuate from such movement shall be for the account of the Customer.
- 6.7.4. MPDC reserves the right to alter the terms and conditions of stacking space requirements should the need arise in consultation with the Customers interested in the relevant cargo.

6.8. Material Safety Data Sheet

The Customer, or his Representative, must advise MPDC of all the characteristics and nature of a cargo, the method of handling it and all risks associated therewith, by submitting a detailed Material Safety Data Sheet in advance of the planning and the delivery of cargo to the Planning Manager/Planning Representative. Information pertaining to the IMBSC code requirements must also be provided.

6.9. Transshipments

- 6.9.1. Any cargo in respect of which both landing and shipping movements take place within the same Port will be regarded as transshipment cargo.
- 6.9.2. Direct ship to ship transshipments require the prior approval of the Port Captain as well as that of MPDC. In such cases a charge will be raised by MPDC in terms of its tariff for the operation of a berth, the port stay by the transshipment vessels and for utilizing Port time.
- 6.9.3. Cargo not transhipped within seven (7) days (excluding cargo subject to commercial agreements) of the discharging vessel having been posted by the Port Captain in its journal as having arrived shall be regarded as cargo landed and shipped and storage charges will become payable in respect thereof.
- 6.9.4. The vessel or Representative is required to advise the Port of the names of the:
 - 6.9.4.1. Discharging vessel; and

6.9.4.2. Loading vessel.

6.10. Abnormal Cargo

6.10.1. Abnormal cargo is cargo which exceeds any one of the measurements below. Heavy operating skips are excluded and are classified as standard port operating equipment.

6.10.1.1. Mass 25 tons (25 000 kilograms)

6.10.1.2. Length 12metres

6.10.1.3. Width 2.5metres

6.10.1.4. Height 2.87metres

6.10.2. Abnormal cargo which is landed directly onto road transport must leave the Port within four (4) hours of landing. Failure to do so will result in such abnormal cargo being treated as indirect cargo, notwithstanding such cargo remaining loaded on road transport trailers, and the Port Handling Charge (THC) for indirect loading as well as relevant storage charges will apply.

6.10.3. Abnormal cargo will be handled during daylight hours only to comply with safety standards

deviations will only be allowed in the sole discretion of MPDC and provided that lighting and safety measures, which are in the opinion of MPDC adequate, are in place and the necessary safety issues have been signed off by all parties including the riggers and experts for handling such cargo.

6.10.4. Any abnormal cargo planned for direct landing onto waiting road transport, which is then found to have been landed on the quayside, will be removed by the Port using appropriate Port equipment and staged away from the quayside by MPDC. The cost incurred in doing so shall be for the vessel's account or that of its representative. MPDC shall not be liable for any loss or damage to such cargo howsoever arising unless same is caused by MPDC's gross negligence.

6.10.5. MPDC may weigh and/or measure cargo. Any cargo which exceeds the standard cargo maximum measurements set out in clause 6.10.1 above will be deemed abnormal cargo. A surcharge penalty based upon the applicable tariff will be raised in such instances.

6.11. Mate's Receipts

- 6.11.1. On completion of loading a parcel of cargo, MPDC will obtain a signed Mate's Receipt from the Master of the vessel in respect of the cargo received from MPDC and the Master is obliged to provide such signed document to MPDC. Any discrepancies must be signed off by MPDC and the Master.
- 6.11.2. A vessel must not leave a berth without first signing the Mate's Receipt.
- 6.11.3. Should, however, a vessel depart from a berth without a Mate's Receipt signature having been obtained, despite all reasonable efforts by MPDC to obtain such signature, then all the cargo listed on the shipping order will be deemed to have been loaded on board the vessel and shipped accordingly by MPDC. MPDC shall be exempt from liability in respect of any discrepancies and claims that may arise as a result thereof.

6.12. Third Party Equipment

- 6.12.1. No person (natural or legal) other than an employee mandated by MPDC, will be allowed to hire cargo handling equipment to service a vessel or to perform any cargo handling activities within MPDC's Port boundaries without the prior written approval of MPDC.

6.13. Harbour Mobile Crane ("HMC")

- 6.13.1. All HMC's are available for direct hire by vessels for vessel cargo working purposes. Commercial rates are available.
- 6.13.2. One or more of the Port's HMC's will be deployed or may be requested by the vessel if the vessel's equipment fails, is inadequate or if productivity benefits will be evident. The relevant HMC charges will be applied.
- 6.13.3. The HMC may be deployed under one or more of the following conditions:
 - 6.13.3.1. to work abnormal cargo or heavy lifts; or
 - 6.13.3.2. to replace unproductive vessels cranes; or
 - 6.13.3.3. to work the heavy hatch or the whole vessel.
- 6.13.4. Where a HMC will be required to work the vessel, a request must be endorsed accordingly stating clearly the hatch and cargo for which the HMC is required.
- 6.13.5. If the efficient working of the HMC as agreed at the Phase II is impaired by delays such as separations, hatch cover removals, sorting of cargo inside a hatch or any other

delay not attributable to MPDC, which significantly slows the working of the HMC, MPDC may at its sole discretion declare the deployment of the HMC to be wasteful and cancel the booking and/or raise separate hire charges in accordance with HMC hire rates for the handling of Abnormal Cargo or Heavy Lifts.

6.13.6. Nothing contained in clause 6.13 shall be interpreted as placing any obligation whatsoever on MPDC to provide any HMCs in the circumstances envisaged in clause 6.13.

6.14 Handling Losses.

Handling Losses shall not exceed 2% (two percent) once the goods are being offloaded, stored and loaded onto vessels by MPDC; thus MPDC shall not accept any responsibility for weight discrepancies below 2% (two percent).

7. PORT MAPUTO BERTH PLANNING RULES

7.1. Objectives

- 7.1. improve berth utilisation;
- 7.2. improve turnaround times;
- 7.3. to provide more equitable, transparent and user-friendly rules;
- 7.4. to provide efficient berth planning rules that address problems experienced by the Planning Manager/Planning Representative under the current rules;
- 7.5. to clearly define Berth Planner's rights over any other rights;
- 7.6. to introduce the concept of integrated planning that will coordinate all activities on the berth and to assist the Planning Manager/Planning Representative;
- 7.7. to coordinate the berth planning with marketing, physical planning, security and SHE activities under the guidance of an integrated Berth Planner;
- 7.8. to monitor cargo volume throughputs, productivity, dwell times, environmental conditions, operational and non-operational times, regulations and legislation.

7.2. Rights

7.2.1. Preferential Berthing Rights

- 7.2.1.1. This is a right given by the Planning Manager/Planning Representative to a Sub-concessionaire in order to handle a specified cargo over specific berth(s) under special

conditions.

7.2.1.2. Preferential berthing rights will be accorded to parties listed below:

- 7.2.1.2.1. High-volume clients provided that notification of 72 hours prior to vessel arrival has been given to the Planning Manager/Planning Representatives;
- 7.2.1.2.2. leaseholders on special-purpose berths with fixed bulk/liquid bulk infrastructure and equipment, provided that notification of at least 72 hours prior to vessel arrival has been given to the Planning Manager/Planning Representatives;
- 7.2.1.2.3. any amendments to the above notifications will result in a new notification being allocated, thereby forfeiting the original one. Notifications and amendments thereof must be in writing;

7.2.2. Berth Issues

7.2.2.1. Berths

There will be no lay-by berths in the Port. Exceptions can be made at the sole discretion of the Planning Manager/Planning Representative in the case where berths are vacant. Shifting or removal of the vessel will be at the Customer's or vessel's risk and expense.

7.2.4. Stakeholders

7.2.4.1. Planning Manager/Planning Representative

- 7.2.4.1.1. A Planning Manager/Planning Representative refers to an employee of MPDC that plans and allocates vessels to berths; this function will reside in the Operations Department.
- 7.2.4.1.2. The Planning Manager/Planning Representative will be working on a First Planned First Served principle that implies that any unplanned vessel cannot be accommodated before the planned vessel.
- 7.2.4.1.3. In the event that two vessels are planned and one amends its arrival time, the other vessel will be served first, if it maintains its original arrival time, irrespective of which arrives first.
- 7.2.4.1.4. In the event where two vessels are planned and both amend their arrival

times, the vessels will be handled on a first-come first-served principle, to facilitate quicker turnaround times.

- 7.2.4.1.5. The vessels that stay longer than their planned days on the berth will lose their status and may be required to move to another berth, if available or to the outer anchorage in order to avoid delays to the planned vessels. This will be done at the Planning Manager/Planning Representative's discretion and at the owner's cost.
- 7.2.4.1.6. Unplanned vessels will be handled on a first-come first-served principle and will be required to vacate the berth at least three hours before the arrival of the planned vessel so as to avoid delays.
- 7.2.4.1.7. Any vessels that warp (shift position on the berth) without written permission from the Planning Manager/Planning Representative will be held liable for all resulting shifting and delay costs incurred by other affected parties. Vessels with fixed appliances on the quay must submit their exact position on the quay to the Planning Manager/Planning Representative together with the plans. Failure to do so will result in cancellation of the vessel's plan.
- 7.2.4.1.8. The vessels with dual planned cargo will be handled in the planned order with respect to time and berths and any changes will result in the application of clause 7.2.4.1 together with its sub-clauses.
- 7.2.4.1.9. All agents are to submit a fully completed Arrival Notification Form document at 20 days as well as at 72 hours prior to the arrival of the vessels after which they are required to update the Planning Manager/Planning Representative Every Morning before 12h00, until the vessel arrives at the outer anchorage. Non-compliance and incomplete information will result in the vessel losing its planned status and being treated as an unplanned vessel. Vessels amending the plans will have to submit new Arrival Notification Form documents for new plans. Vessels accepting new cargo will have to submit new Arrival Notification Form documents for a new cargo as well as plan additional berthing time on the berth, depending on the availability of the berth; alternatively they will have to wait for the next available berth. All stipulations under this clause will be enforced at the Planning Manager/Planning Representative's discretion.

7.2.4.1.10. The Planning Manager/Planning Representative will have absolute rights, which will supersede any other rights, economic or otherwise, in order to ensure safe handling and navigation of vessels including carrying hazardous cargo.

8. PORT BERTHING POLICY

8.1. Operating Hours and Shift times

8.1.1 Mondays to Sunday

8.1.2 Day: 07.00 to 19.00

8.1.3 Night: 19.00 to 07.00

8.2 Conditions applicable to Planned Vessels

8.2.1 Phase I I's are held on Mondays to Thursdays and by exception on Fridays and then only by prior arrangement. It is the responsibility of the Customer/ Representative to request and arrange Friday meetings. The meeting shall occur at MPDC discretion.

8.2.2 In respect of vessels working on any Public Holiday, the Phase II must be held not less than forty eight (48) hours, or such other time as may be agreed before working commences.

8.2.3 Should the vessel experience any engine problems *en route* to the Port, this must be notified to MPDC prior to the Phase II. Should the vessel wish to conduct any repairs while on the berth, permission must be obtained from Port Captain and MPDC in writing.

8.3 Vessel Nominations

8.3.1 All cargo tonnages declared as cargo to be worked by MPDC on a firm 5 day Arrival Notification Form will be binding and charged for in full, notwithstanding that not all, or none of such cargo may be worked.

8.3.2 All hazardous break-bulk and bulk cargo must be declared on the Arrival Notification Form and be handled as per the Port approved hazardous handling procedures

8.4 General Operational Conditions

- 8.4.1. All vessels' gear must comply with the relevant technical and safety laws and standards and must have the relevant test certificates and authorizations available for inspection.

8.5. Port Cargo and Berth Allocation Planning:

- 8.5.1 Conveyance of cargoes will be dependent on safety, equipment availability and cargo type as no abnormal cargo will be conveyed.
- 8.5.2. All bulk and break bulk carriers, calling at the Port must as a minimum have twenty five (25) ton SWL cranes and/or a minimum cycle time of 10 swings an hour. Where one or more of the vessel's cranes falls below twenty five (25) tons SWL and/or crane cycle time below 10 swings an hour, and/or proves to be incapable of handling the cargo, and the MPDC norms are not attainable, then MPDC may raise a surcharge in accordance with the MPDC tariff based on decreased productivity or refuse the berthing and/or working of such a vessel.
- 8.5.3. Where a vessel has less than the minimum required SWL cranes and MPDC chooses to work that vessel, then if the planned net norm of the vessel is achieved in accordance with the MPDC norm, MPDC and the Customer will agree between themselves to waive any surcharge which would normally apply.

9 DISPUTE RESOLUTION

- 9.1.3 If any dispute arises between MPDC and the Customer/ vessel (hereinafter referred to as "the parties") regarding the implementation and/ or interpretation of this POG (hereinafter referred to as "disputes"), the parties must attempt to resolve by negotiating such disputes in good faith.
- 9.1.4 If a dispute cannot be resolved by agreement between the parties, it must be referred to the Planning Manager/Planning Representative who must make a ruling in respect of the dispute. If both parties accept such ruling, the dispute is at an end. Should the dispute not be resolved, the dispute must be escalated as provided for in clauses 9.3 and 9.4 below.
- 9.1.5 If the ruling made by the Planning Manager/Planning Representative is not accepted the dispute must be referred to Chief Operating Officer (COO) of MPDC or their duly

authorised representative, failing which the ruling of the Planning Manager/Planning Representative is final and binding on the parties. The COO or their duly appointed representative must attempt to manage any ruling fairly in light of the facts available and such ruling will be final and binding on the parties for the purpose of this clause 9, but only in the sense that it brings this informal dispute resolution procedure to an end and does not prejudice such rights as either party may have to engage the other in legal proceedings in respect of the subject-matter of such dispute.

9.1.6 The referral of any dispute to informal dispute resolution in terms of this clause does not relieve the Customer/ vessel from any liability for the due and punctual performance of its obligations under this POG and shall not derogate from MPDC's rights and remedies under this POG.

9.1.7 As a last result, in consideration of matter not being solved under the informal dispute resolution to the satisfaction of the Customer, the Customer may at its own cost apply for application of the jurisdiction of national courts or arbitration.

ANNEXURE A – TRUCK BOOKING PROCEDURE