

SOP for PPP/BOT Concessionaires, Terminal Operators for Entry and Exit of Material/s (other than Cargo) through NMPA Gates

1. The SOP will govern the Entry and Exit of Material/s (other than cargo) required for carrying out Terminal operations and will be applicable to/from the customs bonded area of NMPA for the PPP/BOT/Captive Terminal Operators for use in the respective terminal.
2. Definition: The following terms used in this SOP are defined as under,
 - i. **Issuing Authority** means Dy.Conservator, NMPA
 - ii. **Appellate Authority** means Chairperson, NMPA
 - iii. **Operator** means PPP/BOT/Captive concessionaires and Terminal Operators
 - iv. **Material** means any item other than cargo such as machinery, equipment, spare parts, tyres, consumables, provisions and store items for office canteen/ cafeteria, tools & tackles, etc. required for functioning of terminal operation including items for disposal like garbages / scrap(metal/ non-metal) / wastages / used oil etc.
 - v. **Gate** means KK Gate , Mallya Gate and SJ Gate of NMPA
 - vi. **Cargo** means Import/Export/Coastal cargo handled inside Custom bonded area of NMPA
3. The Operator shall request for the permission to the issuing authority. The following mandatory documents are to be submitted by the applicant along with the request letter.
 - a) Master List of Materials as per format in Annexure-1.
 - b) One time Indemnity Bond as per format in Annexure-2 which shall be valid for the concession/lease/agreement period.
 - c) Acceptance of Terms and conditions as per the SOP as per Annexure-3.
4. The operator shall submit List of Authorised Gate pass signatories (Upto 6 persons) as per Annexure-4 to the Issuing Authority, Customs and CISF. The party may submit a fresh list of Authorised Gate Pass signatories as and when changes are required.
5. The permission period shall be co-terminus with the validity period of custodianship issued to the Operators by the Customs. In case of other terminal operators, the permission shall be for a period of one year.
6. The Operators shall take necessary permission from the Customs.
7. The Operator shall issue gate pass as prescribed in Annexure-5.
8. The movement of Material/s to/from Port under this permission shall be limited to the list of Material/s as mentioned in Annexure-1 only. For any items not furnished in this list, the operator has to take separate permission.
9. Each time during the of Movement of the Material/s as per the attached list, the operator has to submit the Gate pass duly mentioning the item description as per the format provided and signed by any of the authorized signatories to the CISF at the gate along with Customs permission. The same is subject to physical verification by the CISF at the gates during the movement.
10. The record of Entry/Exit of the Material/s should be produced to the CISF or the issuing authority by the operator as and when requested.

Annexure-1

MASTER LIST MATERIAL/S (OTHER THAN CARGO)

(On Letter Head of Operator signed by an official not below the Terminal Head)

Sl. No	Name of the Item	Brief Description/Remarks
1		
2		

Authorised Signature
Name
Designation
Company Seal

Annexure-2

INDEMNITY BOND

(To be executed in Non Judicial Stamp paper of not less than Rs. 200)

This deed of indemnity is executed by (Firm Name) Represented by its (Designation) (Name) Duly authorized under(board reso./ Partnership Deed dated:..... / Power of Attorney dtd:..... having its office at....., herein after referred to as 'Indemnifier' which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrator, representatives and permitted assignees in favour of New Mangalore Port Authority, Panambur, Mangalore 575010, herein after referred to as 'Indemnified' which expression shall unless repugnant to the context or meaning thereof include its representatives and assignees etc.

Whereas the indemnified herein has permitted the indemnifier herein for movement of Material/s (other than Cargo) in and out of NMPA on terms and conditions as per the Standard Operating Procedure set out inter alia in the Trade Circular No.dated

AND Whereas, the clauses in the terms and conditions of the above mentioned permission letter provides for indemnifying the indemnified by the indemnifier for any loss, damage, claim or action arising out of the acts of Indemnifier during the activities performed during such movements.

AND Whereas, the Indemnifier hereby irrevocably agrees to indemnify the indemnified and keep harmless from and against all or any claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the indemnified shall be at liberty to deduct or adjust or penalise the said loss or costs as the case may be from the security deposit amount or any other amount/s of the indemnifier by the indemnified for an amount that the indemnified may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to the permission referred to above without any reference to the indemnifier.

The Indemnifier agrees to comply with all rules, terms and conditions and directions issued by Port from time to time and strictly adhere to Standard Operating Procedures on Safe handling as per Dock Safety Regulations. The Indemnifier agrees to ensure that the Workers /labourers deployed by them are wearing adequate PPE while handling and transporting.

The Indemnifier agrees to ensure that the vehicles and equipment used for transportation and handling have valid Fitness Certificate and are manned by the driver and cleaner/helper at all times during the stay at the Port.

The Indemnifier shall comply with all or any other applicable legislation or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments rules & regulations there under shall be the responsibility of the Indemnifier and the Indemnified will have no responsibility for the same.

In addition to complying of the above, the Indemnifier hereby undertakes to indemnify the indemnified against all dispute arising out of movement of the said Material/s and including the consequences of the proceedings passed by Civil or Criminal courts in respect of the movement of the Material/s. The Indemnifier hereby undertakes that the Material/s carried is free from all encumbrances including attachments/injunction/decrees/orders passed by any Civil or Criminal courts or statutory authorities restraining the movement of the said Material/s including Legal and Financial obligations also covering claims arising out of accidents, overloading of the vehicles and/or third party property damage for which the indemnified and its officers / representation are in no way responsible.

For.....

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:

Date:

Witness:

1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address

Annexure-3

ACCEPTANCE OF TERMS AND CONDITIONS

(On Letter Head of Operator signed by an official not below the Terminal Head)

Date:

We as Terminal Operator hereby unconditionally accept the below mentioned **Terms and Conditions** in its totality / entirety for Entry and Exit of Material/s (other than Cargo) through NMPA Gates as per the Standard Operating Procedure notified by the Port.

1. The Permission is strictly restricted only for the Entry/Exit of Material/s (other than cargo) as mentioned in the Annexure-1, for the purpose of Operations and Maintenance of the Terminal and not for import or export purposes subject to periodical review by the Issuing Authority.
2. The permission is terminable on written notice by the Port without assigning any reasons thereof. Neither party shall have any right of any claim on the other on account of such termination.
3. The operator shall agree to comply with all rules and directions issued by Port from time to time for the movement and should strictly adhere to Standard Operating Procedures on Safe handling as per Dock Safety Regulations.
4. The operators have to ensure that the Workers /labourers deployed by them are wearing adequate PPE while handling and transporting and use the toilets and follow proper method for waste disposal in the wharf. Strict action will be taken if the workers/labourers are found indulging in open defecation.
5. The operators have to ensure that the vehicles and equipment used for transportation and handling are having valid RFID entry passes and Fitness Certificate and are manned by the driver and cleaner/helper at all times during the stay and operations at the Port.
6. The operator shall have to comply with all stipulations and requisitions which may from time to time may be made by Govt. or any other statutory authority for the movements undertaken. The operator shall obtain all statutory clearances required for the movements. Port would not take any responsibility in the matter.
7. The operator shall follow safety norms as may be prescribed by competent authority and take all necessary measures for ensuring safety of men, Material/s and machines.
8. The operator has to take all necessary measures to cover/secure the Material/s during handling/transportation and follow anti-pollution, anti-spillage and environmentally friendly measures. Failure to observe the environmental and safety norms can lead to cancellation of the permission. The party shall make arrangements to clean the spillage (if any) regularly.
9. The operator should not create any inconvenience to the Port Operations, in any form during the movement.
10. The operator shall be solely responsible for any accidents/untoward incidents leading to any casualties/damage caused in the Port are as a result of the movement of the Material/s and indemnify NMPA against any liabilities arising out of such incidents. Further, any damage to Port property or any cost to Port arising out of such incidents will be recovered from the operator.

- 11.** If it is observed at any stage that the operator has indulged in corrupt/fraudulent /collusive/coercive practice/unauthorized entry of personnel or Material/s including contraband Material/s or has produced forged/misrepresented documents or has sufficiently violated the aforesaid terms and conditions of the SOP, the permission of such agency shall be terminated with immediate effect. Further, such operator shall not be issued with such long term permission.
- 12.** In case of withholding or termination of permission by the issuing authority, the operator may appeal to the appellate authority whose order shall be final and binding on the Operator.

Authorised Signature
Name
Designation
Company Seal

Annexure-4

SPECIMEN SIGNATURES OF THE AUTHORIZED SIGNATORIES

(On Letter Head of Operator signed by an official not below the Terminal Head)

Date:

The specimen signatures of the following employees of our terminal may be considered as Authorized Signatures for movement of Material/s (other than cargo) INSIDE/OUTSIDE Port premises.

Sl.No	Name and Designation	Specimen Signature
1		
2		
3		
4		
5		
6		

Authorised Signature
Name
Designation
Company Seal

Annexure-5
(Gate Pass Format)

(Printed Letter Head of the Operator)
GATE PASS

Gate Pass No...
Date:

To,
The CISF Incharge
NMPA

The below mentioned Material/s (other than cargo) may be permitted INSIDE/OUTSIDE port premises through KK Gate/Mallya Gate/SJ Gate which are required to perform the O&M activity of the terminal.

Sl.No.	Item Description	Quantity	Returnable/ Non-Returnable	Remarks
1				
2				

Authorized Signatory