



ನವ ಮಂಗಳೂರು ಬಂದರು ಪ್ರಾಧಿಕಾರ
ನವ ಮಂಗಳೂರು ಪತ್ತನ ಪ್ರಾಧಿಕರಣ
NEW MANGALORE PORT AUTHORITY
(Fully Solar Powered)



ಭಾರತ ಸರ್ಕಾರ (ಪತ್ತನ, ಪೊತ ಪರಿವಹನ ಔರ ಜಲಮಾರ್ಗ ಮಂತ್ರಾಲಯ)
Govt of India (Ministry of Ports, Shipping & Waterways)
ಪಣಂಬೂರು ಪಣಬೂರ Panambur/ಮಂಗಳೂರು ಮಂಗಳೂರ Mangalore- 575010

No. NMPA/DTM (N)/2023

03.05.2023

TRADE CIRCULAR

Sub: SOP for Handling Bitumen through Intercarting by Tankers

The Standard Operating Procedure (SOP) for Handling Bitumen through Intercarting by Tankers at General Cargo Berths of New Mangalore Port Authority is enclosed herewith which shall be applicable with immediate effect.

This is issued with the approval of the Competent Authority.


TRAFFIC MANAGER

To,
All Port Users

Copy to

- All HoDs/ DC, CISF for information
- Addl. Assistant Director, Inspectorate of Dock Safety, NMPA
- Sr.DTM/DTM/ATM Gr.1 (R)/ ATM Gr.1 (O)/Safety Officer for necessary action
- Sr. Dy. Director, EDP for publishing in the NMPA website
- PS to Chairperson/PS to Dy. Chairperson for kind information

SOP for Handling Bitumen Through Intercarting by Tankers

1. The SOP will govern the unloading of Bitumen onto Tankers and movement (intercarting) of the tankers at NMPA General Cargo Berths.
2. The Operator shall request for the permission for intercarting to the Traffic Manager for every such vessel. The following mandatory documents are to be submitted by the applicant along with the request letter.
 - a) Acceptance of Terms and conditions as per the SOP as per Annexure-1 by the Handling Agent and the Importer
 - b) Indemnity Bond to be executed by the Importer/s and the Handling Agent individually as per format in Annexure-2.
 - c) Request Letter/mail from the Importer for Intercarting
 - d) Authorization for C&F/Handling agent from the Importer
3. Permission will be issued vessel wise subject to the operator's compliance of the terms and conditions set forth as per this SOP and validity of the Indemnity Bond submitted by Importer and the Handling Agent.
4. The Operator may take General Permission for movement from Customs after obtaining the Port's permission.
5. The Operator has to ensure that Ship-Shore safety checklist is prepared in consultation with the chief officer/ master of the ship to ensure safety during the discharging operation.
6. The operator has to ensure that all equipment including hoses, valves, pumps, clamps and other tools are in optimum working condition for the discharge operation and there is no leakage in any interface or the line. Additional thermal insulation is to be provided wherever needed.
7. All personnel working on or around the loading area must wear personal protective equipment including heat resistant gloves, face shield, helmets, gum boots and protective clothing to avoid burns, slips and falls.
8. Double clamping of flexible hoses on board the tanker is mandatory. Two (2) Nos. of hooks/ clamps shall be compulsorily provided on top of the tanker to hold the gantry hoses.
9. Only the tanker designated for loading should be placed on the berth at earmarked location during operation and driver should not be seated in the tanker while loading at berth. Rest of the tankers shall be parked in the back up area in queue. Positioning of the tanker should be in such manner that the spot is flat and level to avoid the possibility of slipping. One tanker has to be always placed connected to the bypass hose of the gantry to collect the cargo in the event of excess pressure or over flow of cargo.
10. The manifold holding the gantry hose and branches shall be secured to prevent any movement/ vibration during loading operations. Only skilled workmen should be allowed to fasten/release the hoses. Once secured, the discharging operations should be carried out **without human interventions** till completion of loading of the truck with zero spillage. During discharging of bottom cargo (stripping) to tankers, it has to be ensured that there are no personnel within 10 meters of the operation zone. It has to be ensured that the stripping operation is done only once for the vessel.
11. Supervisor/s of the Cargo Handling Agent/ Importer shall be available at the site all through the cargo handling operation and they shall be responsible for ensuring total safety during the Operation.
12. After completing the loading of each tanker, the operator has to ensure safe disconnection of the hose from the tanker. After completion of the vessel operations the equipment used has to be removed and placed at designated area securely.

Annexure-1

ACCEPTANCE OF TERMS AND CONDITIONS

(On Letter Head of Operator)

Date:

We as Handling Agent/Importer hereby unconditionally accept the below mentioned **Terms and Conditions** in its totality / entirety for Handling Bitumen Through Intercarting by Tankers at NMPA as per the Standard Operating Procedure notified by the Port.

1. The Permission is strictly restricted only for the unloading Imported Bitumen through Intercarting by Tankers. Any other permission for movement of materials operational requirements by the operator have to be taken separately from the concerned departments.
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 including heat resistant gloves, face shield, helmets, gum boots and protective clothing to avoid burns, slips and falls.
5. The operators have to ensure that the tankers and equipment used for transportation and handling are having valid RFID entry passes and Fitness Certificate.
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, materials and machines.
8. The operator has to take all necessary measures to cover/secure the materials during handling/transportation and follow anti-pollution, anti-spillage and environmentally friendly measures. Failure to observe the environmental and safety norms can lead cancellation of the permission. The party shall make arrangements to clean the spillage (if any) regularly.
9. The party 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 this activity 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 unsafe handling/corrupt/fraudulent /collusive/coercive practice/unauthorized entry of personnel or materials 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 be not issued with such intercarting permission.

12. In case of withholding or termination by the issuing authority, the operator may appeal to the appellate authority (Chairperson, NMPA) whose order shall be final and binding on the Operator.

(IMPORTER/S)

Authorised Signature
Name
Designation
Company Seal

(HANDLING AGENT)

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 dtd:..... / PoA 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 unloading of Bitumen onto Tankers and movement (intercarting) of the tankers at NMPA on terms and conditions as per the Standard Operating Procedure set out interalia in the concerned circular of NMPA.

AND Whereas, the clauses in the terms and conditions of the above mentioned permission 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 operations.

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.

AND Whereas 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 (including heat resistant gloves, face shield, helmets, gum boots and protective clothing to avoid burns, slips and falls) while handling/transporting.

AND Whereas the Indemnifier agrees to indemnify, defend and hold the Indemnified harmless from and against all obligations, losses and threatened losses arising from, in connection with, or based upon any claim or action by a third party in the case of death or any kind of bodily injury of the personnel during such operations. The Indemnifier undertakes to adequately compensate the affected as per the applicable law including providing full medical assistance or hospitalization in such cases.

AND Whereas the Indemnifier agrees to ensure that the vehicles and equipment used for transportation and handling have valid Fitness Certificate and 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.

AND Whereas, the Indemnifier hereby undertakes to indemnify the indemnified against all disputes arising out of such operations and including the consequences of the proceedings passed by Civil or Criminal courts in respect of the activity. The Indemnifier hereby undertakes that the activity carried out is free from all encumbrances including attachments/injunction/decrees/orders passed by any Civil or Criminal courts or statutory authorities restraining such activities 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