

KAMARAJAR PORT LIMITED

Waste Oil & Sewage Disposal Policy – 2015

Short Title:

This policy is called Kamarajar Port, “Waste Oil & Sewage Disposal Policy, 2015”

Definition

1. “MARPOL 73/78 means is the international Convention for the Prevention of Pollution from ships, 1973 as modified by the Protocol of 1978. (“MARPOL” is short for marine Pollution and 73/78 short for the years 1973 and 1978.)
2. Used oil means any oil – (i) derived from crude oil or mixtures containing synthetic oil including used engine oil, gear oil, hydraulic oil, transformer oil, spent oil and their tank bottom sludge.
3. “Waste oil” means any oil – (i) which includes spills of crude oil, emulsions, tank bottom sludge and slop oil generated from petroleum refineries, installations or ships.
4. “Sewage” – Sewage generated from the ships
5. “CPCB” means Central Pollution Control Board
6. “MoEF&CC” means Ministry of Environment, Forests & Climate Change
7. “TNPCB” means Tamil Nadu Pollution Control Board
8. “Recycler” means a re-finer or recycler registered for reprocessing wastes with the Ministry of Environment and Forests or the Central Pollution Control Board, as the case may be, for reprocessing wastes;
9. “Major Port” means any port which the Central Government may by notification in the Official Gazette declare, or may under any law for the time being in force have declared, to be a major port
10. “KPL” means Kamarajar Port Limited, a Major Port under Indian Ports Act, 1908

11. "Board" means Board of Directors headed by "Chairman-cum-Managing Director" and shall have the meaning assigned to them in the companies Act, 2013.
12. "CMD" means Chairman cum Managing Director of Kamarajar Port Limited.
13. "Director (O)" means Director (Operations) of Kamarajar Port Limited
14. "GM(MS)" means General Manager (Marine Services) and Dy. Conservator, KPL
15. Office – in- charge means Chief Manager (MS) or his representative.

Conditions to recyclers

1. The recyclers authorized by the CPCB/TNPCB shall be empanelled in the port for the collection of waste oil/ used oil from the vessels.
2. Only firms having a valid recycling certificate along with a security deposit of Rs. 2 lakhs in the form of Bank Guarantee will only be allowed to submit requisition for empanelment. The validity of bank guarantee will be till the empanelment period. The format of Bank Guarantee is given at Annexure II.
3. The recyclers will be kept in the empanelled list for a period of three years or as long as their authorization issued by CPCB/TNPCB is valid whichever is earlier. KPL will intimate the policy in the form of Circular to all agents/ship owners/ CHENSA (Annexure-I)
4. The empanelled recyclers have to give an undertaking as specified in the Format at Annexure III.

Collection of waste oil and sewage from ships

1. CPCB authorized recyclers from the empanelled list only will be allowed to carryout the collection of oily waste/ used oil/ bilge water/oily water/sewage from the ships after obtaining permission from General Manager (Marine Services), KPL or his representatives, as per the request ion made as per the format at Annexure IV.
2. Collection of oil wastes will be permitted only between 6 AM to 6 PM.

3. The clearance of sludge from the port area, customs formalities, treatment and disposal of waste etc. are the responsibilities of the contractor.
4. The required clearance permission from Customs for collection waste from foreign vessels is the responsibilities of the recycler.
5. The details of quantity of oily waste collected from the ships shall be submitted to Marine Service Department as mentioned in the Annexure V.
6. Copy of Form 13 also to be submitted.
7. The truck used for waste collection and driver shall have a valid documents.

Charges

1. KPL intends to charge wharfage of Rs. 25/- per/ton/cu.m for the waste oil collected, from the authorised Recycler as token money.
2. KPL will not charge for the collection of waste oil & sewage from the ships, but will charge for not taking out the sewage laden truck outside the port.

Penalty

1. The collected oil / sewage from the ships shall be taken out of the port within 12 hours of granting permit by the port in case of Indian Flag and 24 hours in case of Foreign flag ships.
2. For any delay beyond 12 hours upto 24 hrs will attract an penalty of Rs. 1000/- (for Indian Flag)
3. Further delay beyond 24 hours upto 48 hrs will attract an penalty of Rs. 2000/- (for all vessels)
4. And delay beyond 96 hours of collection may lead to the termination of the recycler from the empanelled list.

Note: (i) KPL reserves all rights to modify/amend the said policy without any prior intimation.

(ii) For further details regarding the waste oil policy, Manager (Envnt.) KPL may be contacted. Mob. 9940045594.

ANNEXURE -I

KPL/MS/Envt/MARPOL/2016

Date: Day/Month/2016

CIRCULAR

As per the policy to protect Environment and as required by MARPOL 73/78, Annex - 1, Regulation 12, the port is permitting discharge of oily wastes to shore reception facilities from ships calling at Kamarajar Port.

Ship Owners/Masters/Agents are required to comply with the Major Port (Prevention and control of pollution) Rules 1991 and other applicable rules, regulations etc. The List of waste oil recyclers permitted for collection of oily wastes from the ships calling at KPL is enclosed as Annexure to this letter.

The application for discharging oily wastes in the format should be submitted with a covering letter by ship agent, at least 48 Hrs. in advance during working days to Marine Department. Permission to discharge shall be granted only from 0600 Hrs. to 1800 Hrs.

The shipping line agents are required to submit the requisition made by the Master/ Chief Engineer of vessel with their counter signature and stamp along with their application for discharge of oily wastes.

The port will review the circular from time to time as and when it is necessary.

(Captain A K Gupta)
General Manager (Marine Services)

Copy to:
CHENSA

Annexure II

PERFORMANCE SECURITY FORMAT (BANK GUARANTEE)

(On stamp paper of Value of Rs.100/-)

FORMAT OF PERFORMANCE SECURITY

(BANK GUARANTEE)

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank. The executing bank shall be from a Nationalised/Scheduled Bank in India)

From:

.....
.....Name and Address of the Bank.....
.....

To:

The General Manager (Marine Services)
Kamarajar Port Limited,
23, Rajaji salai
Chennai – 600001.
Tamil Nadu

This DEED OF GUARANTEE executed atby
(Name of the Bank) having its Head/Registered Office at
..... (hereinafter referred to as “the Guarantor”
which expression shall unless it be repugnant to the subject or context
thereof include its heirs, executors, administrators, successors and
assigns; The Board of Directors of Kamarajar Port Limited (hereinafter
called “the Company”) having its office at 4th Floor, DLB Building, Rajajai
salai, Chennai 1. Which expression shall unless it be repugnant to the
subject or context thereof include its heirs, executors, administrators,
successors and assigns;

WHEREAS M/s.a firm Company having its
registered office at(hereinafter called “the re-cycler” which

expression shall unless it be repugnant to the subject or context of thereof include its executors, administrators, successors and assigns) has applied for empanelment as approved recycler of oily wastes in respect of “**Waste oil & Sewage Disposal Policy – 2015 at Kamarajar Port Limited**”. (hereinafter referred to as “the re-cycler”).

WHEREAS the Company has sought an unconditional and irrevocable Bank Guarantee for an amount of Rs.2,00,000 (Rupees Two lakhs only) by way of Security deposit for empanelment as recycler of oily waste with Port for a period of Three years from the date of issue of the letter of Empanelled re-cycler and for guaranteeing the Project and the Guarantor has agreed to provide a Guarantee being these presents;
NOW THIS DEED WITNESSETH that in consideration of the premises, weBank hereby guarantees as follows:

The Re-cycler shall get empanelled and shall perform “**Waste oil & Sewage Disposal Policy – 2015 at Kamarajar Port Limited**” in accordance with the conditions mentioned in the policy.

1. We, the Guarantor, shall without demur, pay to the Company an amount not exceeding Rs.....(Rupees.....only) within five (5) days of receipt of a written demand thereof from the Company stating that the Empanelled re-cycler has failed to meet its performance obligations as stated in Clause (a) above.
2. The above payment shall be made by us without any reference to the Re-cycler or any other person and irrespective of whether the claim of the Company is disputed by the Re-cycler or not.
3. This Guarantee shall be valid and shall remain in force for a period of **36 months** from(date) i.e., upto and inclusive of(date).
4. In order to give effect to this Guarantee, the Company shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by the Company or by the extension of time of performance granted to the Successful Bidders or any postponement for any time of the power exercisable by the Company against the Empanelled re-cycler or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or

omission on the part of the Company or any indulgence by the Company to the Empanelled re-cycler to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under the guarantee are duly discharged.

6. The Guarantor has power to issue this guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under

All claims under this guarantee shall be presented to and encashable at the ----- branch **at Chennai.**

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first herein above written.

Signed and delivered byBank

By the hand of Shri

Itsand authorised office.

Date.....

Place:.....

.....
(Name in Block letters)

.....
(Designation)

.....
(Address).....

Witness:

1. Signature

Name & Address & Seal

2. Signature

Name & address & Seal

Bank's Seal

Authorization No...

Annexure III

**Undertaking from the recycler
(on 25 Rupees stamp paper)**

I,proprietor of M/s.....
certifies

that

1. waste/used oil collected from the Indian flag / Foreign flag ships will be taken out after paying the wharfage charges to KPL as a token money, completion of custom formalities, etc.
2. The waste / used oil collected will be taken out only for re-cycling.
3. No oil/water will be disposed inside the port area or in any public places.
4. To clean-up the berth/or any other place inside the port in case of any spill
5. To comply with any regulations/rules inforce or coming in force from any statutory bodies / KPL.

Name

Signature with date.

Annexure-IV

FORMAT (ON AGENT'S LETTER HEAD)

To

General Manager (MS)
Kamarajar Port Ltd.

Sub : Discharge of sludge oil (oil, dirt and water)

Vessel : ETA : ETD :
Last Port of call ----- Next Port of Call- -----
Master of the above vessel has requested for discharge of _____
MT of sludge oil from the vessel.

The oil shall be discharged directly into lorries (nos) on _____
after 0600 hrs. and before 1800 hrs by the authorized party,
M/s. _____ nominated by us.

We take sole responsibility for the following :

1. For ensuring that the vessel and the party takes all oil spill and fire precautions.
2. For making arrangement for complete clean-up in case of oil spill,.
3. For forwarding a copy of this permission to the vessel before the start of discharge of sludge oil.
4. For necessary co-ordination with respective terminals so that cargo operations are in no way affected.
5. For issuance of Delivery Order to the authorized party within two working days.
6. For enclosing an undertaking from the party that total quantity of sludge oil received from all sources will not exceed the prescribed limit permitted by CPCB/TNPCB for recycling.
7. For ensuring that party pays the wharfage charges.
8. For completing all Customs formalities and payment of customs duty.
9. For submission of a copy of Reception Certificate signed by the Master/Chief Engineer and the Importer immediately after completion of discharge, at KPL.
13. For complying with any regulations/rules coming into force from any statutory body.

Yours faithfully

Signature :

Name :

Designation

:

Encl :

- 1) Master's requisition - must give following details :
- i) Maximum dedicated sludge storage capacity..... (m³)
 - ii) Amount of waste on board at the time of request..... (m³)
 - iii) Amount of waste to be discharged at KPL..... (m³)
 - iv) Estimated amount of waste to be generated, before next Port of call..... (m³)
 - v) Port, where remaining waste will be discharged..... (m³)

Annexure V

Certificate from Master

This is to certify that M/s.has collected(m³) /tons of waste oil / used oil from the vessel.....

Name & Signature of the Master of vessel.

KAMARAJAR PORT LIMITED

Waste Oil & Sewage Disposal Policy – 2015

Guidelines for registration of waste oil re-cyclers for collection of oily wastes from the ships calling at Kamarajar Port Limited, Chennai 600120.

1. Kamarajar Port Limited intends to empanel a list of recyclers of oily waste as per its “Waste oil & Sewage Disposal policy 2015”.
2. The recyclers authorized by the Central Pollution Control Board / Tamilnadu Pollution Control Board shall be empanelled in Kamarajar Port for the collection of oily wastes from the ships calling at Port for a period of three years from the date of empanelment.
3. The authorized recyclers those who are willing to provide the service shall submit requisition for empanelment along with the following documents in a sealed cover addressed to General Manager (Marine Services), Kamarajar Port Limited, Administrative building, Vallur, Near NCTPS, Chennai 600120 on or before 30.7.2016. Further empanelment of re-cyclers will be published in KPL’s website.
 - (i) Covering letter addressed to General Manager (MS), KPL.
 - (ii) Copy of the valid authorization from TNPCB/MoEF&CC,
 - (iii) Copy of the Registration Certificate cum Pass book for refining / recycling of Hazardous wastes issued by CPCB/TNPCB.
 - (iv) security deposit for an amount of Rs. Two lakhs in the form of Bank Guarentee / bank Demand draft (Copy of the bank Guarentee is enclosed as Annexure-II of the Policy)
 - (v) Undertaking letter (Annexure III)

- (vi) Copy of KPL's "Waste oil & Sewage Disposal policy 2015" signed with seal in all pages.
4. Kamarajar Port will publish the list of empanelled recyclers in the Port website and the list will also be circulated to the shipping agents and Chennai Ennore Shipping Agents Association.
 5. The decision of General Manager (Marine Services), KPL is final and binding in regard to the Policy.

General Manager (Marine Services)
Kamarajar Port Limited
Chennai 600120