

**MUMBAI PORT TRUST
MARINE DEPARTMENT
ENVIRONMENTAL MANAGEMENT CELL**

DMEC/Sludge-2021/431

Date: 21.10.2021

CIRCULAR

**Sub: Empanelment of Licensed Vendors for Providing Oily
Waste Reception Facilities at Mumbai Port**

It is proposed to empanel Pollution Control Board Authorised Recyclers for providing Oily Waste Reception facility at Mumbai Port.

A. Salient Features of Empanelment are as follows:

- 1) Interested firms / business entities are required to apply for getting licensed by the Mumbai Port Trust for receiving oily waste from ships and port areas
- 2) Applications shall be received in the Office of Deputy Conservator on first come first serve basis.
- 3) The license will be issued for 3 years. If the vendor's MPCB empanelment / authorisation/ Consent to Operate expires before this period, license granted by the Mumbai Port Trust shall also expire concurrently.
- 4) The applicant is required to submit a license Fee of Rs.30,000/- (thirty thousand) plus GST, in form of DD or Pay Order
- 5) The license fee shall be valid for a period of 3 years.
- 6) The applicant must submit attested copy of the valid GST Registration Certificate
- 7) The applicant firm must be an approved/ authorised recycler having valid authorisation for performing recycling operations of various types of oily wastes/ waste oil/ used oil etc. and shall submit attested copy of the authorisation received from Maharashtra PCB.
- 8) The applicant having specific category of oily waste recycling capability recognised by MPCB will be empanelled only against that category and shall not be allowed to handle any other waste category.
- 9) The applicant shall have valid Consent to Operate and Authorisation from MPCB under "Hazardous and Other Waste (Management and Transboundary Movement) Amendment Rules, 2016" for respective category and submit an attested copy along with the application.
- 10) The Vendors Licensed by the Mumbai Port Trust has to keep a Security Deposit of Rs.5,00,000/- for the currency of the License period. To be submitted after Empanelment within 15 days in the form of Fixed Deposit Receipt (on the name of Board of Trustees of the Port of Mumbai)/ Bank Guarantee (in the enclosed Format).
- 11) The Vessel Agent/ Vendor shall be billed as per following table per MT of Waste collected from Ships by MbPT on case to case basis. Payment of Wharfage, Dummerage, Customs Duty, Weighment Charges etc. also shall be paid by the vessel agent/ Vendor.
- 12) The Charges applicable (payable to MbPT) are as follows:

- i. Rs. 5555/- plus GST for the year 2021-22
- ii. Rs. 5833/- plus GST for the year 2022-23
- iii. Rs. 6125/- plus GST for the year 2023-24
- iv. To be Declared.

13) Following are the Categories of Empanelment:

Sr. No.	Category of Empanelment	Minimum Requirement for getting empanelled as Licensed vendor of the Mumbai Port Trust
1	Waste Oil	Consent to Operate and Authorisation from Maharashtra Pollution Control Board or Central Pollution Control Board for recycling of waste oil.
2	Used Oil	Consent to Operate and Authorisation from Maharashtra Pollution Control Board or Central Pollution Control Board for recycling of Used Oils
3	Miscellaneous waste containing Oil contamination	Approval/ Enlistment/ Authorisation from Maharashtra Pollution Control Board or Central Pollution Control Board for Oily Waste

- 14) Licensed vendors who are not authorized to handle a particular category under the extant rules, shall not handle them and Indemnify MbPT by giving Indemnity Bond (as per enclosed format) on Stamp paper of Rs.500/-.
- 15) Barge /vessels used for reception should have double hull, functional AIS, with Petroleum License issued by MMD/ and be registered under IV/RSV capable of handling of reception of sludge/ bilge/waste oil from vessels within Port limits.
- 16) The tankers used for transporting of Ship Wastes should be approved by MPCB.
- 17) As a rule Ship Wastes are to be received and transported in tankers only. In exceptional circumstances oily wastes may be permitted in drums.
- 18) Vendors Licensed by the MbPT shall transport the collected wastes directly to their Factory/ Plant and shall not dispose it anywhere else. If any recycler licensed by MbPT found disposing any waste in the port premises/ port estate or waters etc. the license of the vendor shall be cancelled and security deposit forfeited and the firms shall be blacklisted by the MbPT.
- 19) Names of Firm licensed by MbPT shall be displayed under Respective Category of Swachha Sagar Portal. As per Swachh Sagar Portal the Master/ Agents can choose any vendor of their choice after generating ANF Request. ANF is compulsory for any service to be provided.
- 20) Vendors Licensed by the MbPT shall provide Reception Certificate to Master of Ship as per Swachh Sagar Categories and format and shall upload Reception Certificate on Swachh Sagar Portal.
- 21) Vendors Licensed by the MbPT shall take clearance/ permissions from Customs, Traffic Department, Pollution Control Cell before taking out the waste.
- 22) Vendors Licensed by the MbPT shall abide by the procedures as per Trade circulars and SOPs of Mumbai Port Trust.
- 23) Vendors Licensed by the MbPT and Vessel Agents have to comply with all relevant rules and regulations in force as they stand amended

- including Dock Entry Permit Rules and Blacklisting policy and violation/ complaints/Malpractice/ unauthorised handling of wastes/ Non-payment of invoices for 90 days will lead to cancellation of License, forfeiture of security amount and Blacklisting for next 5 years.
- 24) Vendors shall offer service to the vessels in Mumbai Port limit under jurisdiction of Mumbai Customs only.
 - 25) The Vendors Licensed by the MbPT shall conform in all respects with the provisions of any such Statutes, Ordinances or Laws as aforesaid and the Regulations or By-laws of any Local or other duly constituted Authority which may be applicable to the subject work and with such rules and regulations of Public and Companies as aforesaid and shall keep the Board indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances or Laws, Regulations or By-Laws. For this the Vendor has to submit Indemnity Bond in the precibed format on Rs. 500/- stamp Paper.
 - 26) The Vendors shall not handle wastes in excess of their installed/ permitted capacity and submit copy of annual return to MbPT. The recycling plant should be located in Maharashtra.
 - 27) Vendors Licensed by the MbPT shall attach NOC from Customs not below the rank of Asst. Commissioner.
 - 28) Vendors Licensed by the MbPT shall provide their Export Code to MbPT.
 - 29) MbPT reserves the right to Amend, Suspend, Scrap the Empanelment at any time without assigning any reason.
 - 30) Vendors are required to Download the Circular and Submit Completed Application forms along with all required Documents as per Checklist.
 - 31) A Pre- Empanelment Video Conference (VC) Meeting was held @ 1430 hrs on 20.07.2021 and feedback was obtained.
 - 32) List of Vendors Licensed by the MbPT will be informed to Customs, District Collector and MPCB.
 - 33) Waste Collected by Barge from Anchorage or any other areas shall be handled at 23 ID only or at any other place authorised by Dy. Conservator.
 - 34) Firms/ agencies having any type of ongoing litigation with MbPT shall not be licensed for such work.
 - 35) For resolution of any Dispute Vendors Licensed by the MbPT can approach Dy. Conservator and decision of the Deputy Conservator shall be final.
 - 36) Any party aggrieved by the decision of the Deputy Conservator can represent the case to Chairman, and decision / direction of the Chairman, MbPT shall be final and binding on the aggrieved parties.

- DA: 1. Standard Operating Procedure (Annexure I)
2. Application Form and Standard Formats (Annexure II)

Dy. Conservator

**MUMBAI PORT TRUST
MARINE DEPARTMENT
ENVIRONMENTAL MANAGEMENT CELL**

Annexure I

**Sub: Empanelment of Licensed Vendors for Providing Oily
Waste Reception Facilities at Mumbai Port**

Standard Operating Procedure (SOP)

Following actions are mandatory to be followed in each case

1. Generation of Advance Notification Form (ANF) by Vessel Agent and Master of Vessel on Swachh Sagar Portal as well as an intimation through an email to Harbour Master (hm@mumbaiport.gov.in).
2. Intimation/ Permission from Customs Department.
3. Entry of Hazardous Waste quantity in Pass Book provided by MPCB.
4. Reception of Waste from Vessels and issue of Certificate as per Swachh Sagar Portal Categories and Format and uploading of Certificate.
5. Sampling by Customs Department.
6. Permission from Traffic Department.
7. Intimation/ Permission from Environmental Management Cell on the Letter head of Vessel Agent with the copy of Swacha Sagar print out and e-mail correspondence.
8. Weighment of Collected Waste.
9. Payment of charges such as Wharfage, Dummerage, Customs Duty, Weighbridge charges etc. and on Waste Collected per MT.
10. Exit from the Orange Gate only.
11. Deposition of copies of all documents with Environmental Management Cell .
12. The Entire process needs to be completed within one month from the date of reception.
13. Any instructions/ Directions/ SOP issued by MbPT/ Customs/ MPCB from time to time.

Dy. Conservator

**MUMBAI PORT TRUST
MARINE DEPARTMENT
ENVIRONMENTAL MANAGEMENT CELL**

DEMC/Sludge-2021/

Date:

Application Form

**Sub: Empanelment of Licensed Vendors for Providing Oily
Waste Reception Facilities at Mumbai Port**

1. Details of Firm:

1	Name of Vendor/ firm:	
2	Name of Authorised Person	
3	Address of Office:	
4	Address of Factory:	
5	Email of Firm for Enlistment on Swach Sagar Portal	
6	Phone No. of Firm for Enlistment on Swach Sagar Portal	Land Line: Mobile:

2. Category of Empanelment Applied for:

Sr. No.	Category of Empanelment	Minimum Requirement for getting empanelled as Licensed vendor of the Mumbai Port Trust	Applied for Tick the Box
1	Waste Oil	Consent to Operate and Authorisation from Maharashtra Pollution Control Board or Central Pollution Control Board for recycling of Waste oil.	
2	Used Oil	Consent to Operate and Authorisation from Maharashtra Pollution Control Board or Central Pollution Control Board for recycling of Used Oils.	

3	Miscellaneous waste containing Oil contamination	Approval/enlistment/authorisation from Maharashtra Pollution Control Board or Central Pollution Control Board for Oily Waste	
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3. Check list of Documents Enclosed:

Sr. No	Name of document	Tick The box
1	Notarised Copy of GST Registration Certificate.	
2	Documents showing past experience of Receiving and Processing Wastes from Vessels	
3	All relevant Notarised copies of Licenses	
4	Affidavit Cum Undertaking on Rs 100 Stamp Paper that the Vendor has Clean Record and will abide by the Terms and Conditions in the enclosed format.	
5	Power of Attorney i) for the person signing this application form and ii) for persons operating in Port. If the firm is a proprietor firm, then i) is not required.	
6	Indemnity Bond in the enclosed format on Rs 500 stamp paper.	
7	Bank Guarantee Format.	
8	Notarised copy of NOC from Customs Department.	
9	Notarised Copy of Import Export Code.	
10	Signed copy of this circular	

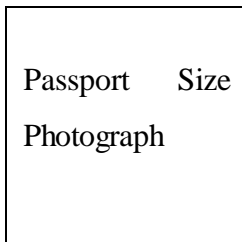
Signature of Authorised Signatory With seal of Firm

FORMAT FOR POWER OF ATTORNEY (POA)
(On Rs.100/- stamp paper)

Dated -----

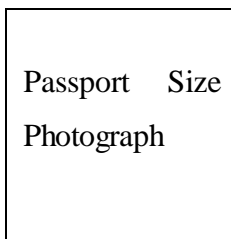
TO WHOMSOEVER IT MAY CONCERN

Mr. ----- (Name of the Person(s), domiciled at -----(Address), acting as ----- (Designation and name of company), and whose signature is attested below, is hereby appointed as authorized on behalf of ----- (Name of the applicant) to provide information and respond to enquiries etc. as may be required by the Employer for the **Circular Dated 21.10.2021 for Empanelment of Licensed Vendors for Providing Oily Waste Reception Facilities at Mumbai Port** and is hereby further authorized to sign Applications, Documents and file relevant documents in respect of the above.



Attested Signature of Power of Attorney holder -----

Name & Designation



For Signature of Owner/Competent Authority-----

(Name & designation)

Seal of Company

Witness -----

Name : -----

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

IN CONSIDERATION of the Board of Trustees, Mumbai Port Trust (hereinafter called "**The Board**") having agreed to exempt (hereinafter called "the said Contractor/s") from the demand under the terms and conditions of an agreement to be entered between _____ and the Board of Trustees of Mumbai Port Trust **Circular dated 21.10.2021 for Empanelment of Licensed Vendors for Providing Oily Waste Reception Facilities at Mumbai Port** (hereinafter called the said Agreement) of Security Deposit for the due fulfilment by the said Vendor's of the terms and conditions contained in the said Circular dated 17.07.2021, on production of Bank Guarantee for Rs. Rs.5,00,000 (Rupees_(Rupees Five Lacs Only only).

1. We, _____ Bank (hereinafter referred to as 'the Bank) do hereby undertake to pay to the Board an amount not exceeding **Rs.5,00,000** (Rupees Five Lacs Only) against any loss or damage caused to or suffered by or would be caused to or suffered by the Board by reason of any breach by the said Contractor/(s) of any of the terms and conditions contained in the said Agreement/Tender.

2. We, _____ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by or would be suffered by the Board by reason of any breach by the said Contractor/(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only).

3. We, _____ Bank, further agree that this guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid and its claim satisfied/discharged or till the Board certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge the guarantee. Unless a demand or claim under this Agreement is made on us in writing on or within three months from the expiry date, i.e. on or before we shall be discharged from all liabilities under this Guarantee thereafter.

4. We, _____ Bank Branch, further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Vendor (s) and relating to the said agreement and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Vendor (s) or for any forbearance act or omission on the part of the Board or any indulgence by the Board to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would put for this provision have effect of so relieving us.

5. The Board is authorized to enforce claim against the guarantee at the local branch of the **Bank in Mumbai** in case such an eventuality arises. We,

_____ Bank, undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

6. Notwithstanding anything contained here-in-above:-

- (i) Our liability under the Guarantee is restricted to Rs. _____ (Rupees _____ only).
- (ii) This guarantee shall be valid up to and including _____
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before _____

Dated _____ day of _____ 2021.

FOR _____ BANK

AFFIDAVIT CUM UNDERTAKING BY THE VENDOR
(on Rs.100/- Stamp Paper)

I/We, M/s. _____ have gone through the **Circular dated 21.10.2021 for Empanelment of Licensed Vendors for Providing Oily Waste Reception Facilities at Mumbai Port** carefully and hereby confirm as under:

- (i) I / We do hereby declare that we have not been blacklisted / debarred by any Central / state government department or public sector undertaking from taking part in the tendering process/ similar kind of work.
- (ii) We hereby submit the Affidavit cum Undertaking that, we have a clean record of Providing Reception Facilities at Ports without any complaint in the past at the Ports/ Other Govt. Agencies and not been prosecuted with respect to said activities where we had gained the experience.
- (iii) I do not have Current litigation against Mumbai Port Trust.
- (iv) I/ We will abide by the Terms and Conditions Contained in the above referred Circular and will abide by Circulars/ Procedures/ SOPs issued by Mumbai Port Trust from time to Time.
- (v) I/We have not made any payment or illegal gratification to any person/ authority connected with the subject work so as to influence the Empanelment and have not committed any offence under the PC Act in connection with the tender.
- (vi) I/We hereby declare that, all information furnished by me/us with this Empanelment is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our Empanelment shall be summarily Rejected/ Cancelled without prejudice to the right of the Board of Trustees of Port of Mumbai to take further action into the matter.

Witness's Signature	:		Vendor's Signature	:	
Name	:	_____	Name	:	_____
Designation	:	_____	Designation	:	_____
Address	:	_____ _____ _____	Address	:	_____ _____ _____
Tel. No.	:	_____	Tel. No.	:	_____
Date	:	_____	Date	:	_____

INDEMNITY BOND BY THE VENDOR
(on Rs 500/- Stamp Paper)

We/I _____, having registered address at _____

_____ do hereby state as under :

- 1) We/I have read the Circular dated 21.10.2021 for Empanelment of Licensed Vendors for Providing Oily Waste Reception Facilities at Mumbai Port (herein after referred to as 'the subject work).
- 2) We/I hereby undertake and state that We/I shall conform in all respects with the provisions of any such Statutes, Ordinances or Laws and the Regulations or By-laws of any Local or other duly constituted Authority which may be applicable to the subject work or to any temporary work.
- 3) We/I undertake to keep the Board of Trustees of Port of Mumbai indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances or Laws, Regulations or By-Laws or any other damage caused to the Board or to its property and employees.
- 4) We/I undertake state that it is our responsibility to obtain and possess all the statutory clearances from the concerned Central / State/Local Authorities for collection, transportation and recycling of the Hazardous Wastes.
- 5) We hereby declare that in the event of any claim for compensation on any account made by any of our employees/ workmen on account of injury/ death or otherwise, We shall meet all such claims without any obligation to the Board of Trustees of the Port of Mumbai whatsoever, on that behalf.

Witness's : _____	Vendor's : _____
Signature : _____	Signature : _____
Name : _____	Name : _____
Designation : _____	Designation : _____
Address : _____ _____	Address : _____ _____
Tel. No. : _____	Tel. No. : _____
Date : _____	Date : _____
