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PART - II. — Advertisements, Notices

KOLKATA PORT TRUST

GENERAL ADMINISTRATION DEPARTMENT

NOTIFICATION No. 504

No. Admn/7343/9800/STV/V/Main File. 27th September, 2016. In exercise of the powers conferred under Section 123 of the Major Port Trust Act 1963 (Act 38 of 1963) and in terms of Stevedoring & Shore Handling Policy'2016 issued by the Ministry of Shipping, Government of India and upon supersession of all previous rules, regulations, bye-laws framed in this respect, except things done or omitted to be done under the said rules, regulations or bye-laws before such supersession, the Board of Trustees for the Port of Kolkata intends to make, subject to sanction of the Government of India the following regulation and the same is published hereunder as required under Section 124 of the said Act.

1.0 **Short title and commencement :**

(i) These regulations may be called the "Kolkata Port Trust (Stevedoring & Shore Handling License) Regulations, 2016".

(ii) They shall come into force on the date of their publications in the *Official Gazette* except incase of dry bulk cargo handling at Haldia Dock Complex where it shall come into effect from 01.04.2017.

2.0 **Definitions:**

In these regulations, unless the context otherwise requires:

(i) "Act" means the Major Port Trusts Act, 1963;

(ii) "Board" means the Board of Trustees' of the Port of Kolkata as constituted under the Act;

(iii) "Chairman" means the Chairman of the Board of Trustees for the Port of Kolkata

(iv) "Form" means form annexed to these Regulations

(v) "General Manager(Traffic)" means the Officer in charge of the Traffic Operations Division of the Haldia Dock Complex of Kolkata Port Trust and includes the deputies and assistants to the General Manager(Traffic) and any other officer acting under the authority of the General Manager (Traffic).

(vi) "HDC" means Haldia Dock Complex as defined in the prevailing Scale of Rates of Kolkata Port Trust

(vii) "IGM" means Import General Manifest

(viii) "KoPT" means Kolkata Port Trust as defined in the prevailing Scale of Rates of Kolkata Port Trust

(ix) "KDS" means Kolkata Dock System as defined in the prevailing Scale of Rates of Kolkata Port Trust

(x) "Royalty" shall mean the amount fixed by Kolkata Port Trust which is payable by the Stevedoring and Shore Handling Agents to Kolkata Port Trust from the revenue receivable (based on the tariff fixed by TAMP) by them for rendering stevedoring and/or shore handling services to their principals.

(xi) "Stevedoring and Shore Handling Agent" shall mean person(s) having combined Stevedoring and Shore Handling License issued under these Regulations for undertaking stevedoring and shore handling activities in Kolkata Port Trust.

(xii) "Stevedoring" includes loading and unloading and stowage of cargo/ container in any form on board the vessels in port as well as stuffing/de-stuffing of containers inside the docks.

(Xiii) "Shore Handling" includes arranging and receiving the cargo/container to/from the hook point, intra-port transportation from wharf to stackyard and vice versa and also receiving and delivery of cargo/container from/to wagons/trucks/barges.

(xiv) "Traffic Manager" means the Officer-in-Charge of Traffic Department of Kolkata Dock System under Kolkata Port Trust and includes the deputies and assistants to the Traffic Manager and any other officer acting under the authority of the Traffic Manager.

(xv) "TAMP" means Tariff Authority for Major Ports.

3.0 **Scope:**

3.1 The Regulation shall cover the following activities:-

(a) Stevedoring activities undertaken within the limits of Kolkata Port Trust by the Stevedores licensed under these Regulations

(b) Shore handling activities undertaken by the Shore Handling Agent licensed under these Regulations.

3.2 No person, other than KoPT, shall be allowed to undertake Stevedoring and/or Shore Handling activity without having a valid licence issued under these Regulations. The licence issued under these Regulations will be a combined Stevedoring and Shore Handling Licence and any exceptions would have to be approved by the Board of Trustees of Kolkata Port Trust.

3.3 The Regulation will not apply to port operated Stevedoring & Shore handling (either undertaken directly by Port or through a contractor). This exemption is only for operations entirely carried out by the port. The Regulation will also not apply to PPP and BOT berth operations.

4.0 Stevedoring and Shore Handling Charges:

4.1 TAMP shall notify the tariff for Stevedoring and Shore Handling activities, separately for mechanized and manual operations. The tariff so fixed by TAMP shall be the ceiling tariff, in excess of which the Stevedoring & Shore Handling Agents shall not charge for the services provided by them.

4.2 The tariff fixed by TAMP will be notified in the KoPT's website for information of all Port's customers.

4.3 Kolkata Port Trust shall appoint one or more Nodal Officer(s) for monitoring of stevedoring and shore handling tariff levied by the licensed Stevedoring and Shore Handling Agents on their Principals. Any complaint on violation of the ceiling rates notified by TAMP by the said Stevedoring and Shore Handing Agents shall be handled by such Nodal Officer(s).

5.0 Payment of Royalty

5.1 The Stevedoring and Shore Handling agents who will be issued licence under these Regulations shall have to pay to Kolkata Port Trust a royalty for providing stevedoring and shore handling services in this port.

5.2 Kolkata Port Trust shall, from time to time, fix royalty and the same on being notified shall be a part of these Regulations.

5.3 Stevedoring & Shore Handling agents shall remit in advance the royalty to KoPT prior to calling of the vessel, on the basis of IGM quantity in case of Import and in case of Export on the basis of the quantity declared by the vessel's agent/exporter. The actual royalty payable will be calculated after completion of the vessel's operation based on the total quantum of cargo handled by the Stevedoring & Shore Handling Agent. The difference in amount, if any, shall be payable within 10 days from the date of raising of the bill(s).

6.0 Criteria for Issuance of Stevedoring & Shore Handling Licence:

6.1 Chairman KoPT shall issue Stevedoring and Shore Handling Licence to the applicants fulfilling the following criteria:

(i) The applicant shall be a Company registered under Companies Act or a partnership firm or any other legal entity.

(ii) The applicant shall deposit security amount of Rs. 5,00,000/- (Rupees five lakhs only) by Banker's cheque/ Demand Draft drawn in favour of 'Kolkata Port Trust' to meet any contingency which shall be refunded without interest after adjusting the claims, if any, when the licensee ceases to operate. The amount of Security Deposit may be revised by KoPT from time to time and will apply to the licenses issued/ renewed thereafter.

(iii) The applicant shall undertake to provide equipment/gears/ attachments required for both the operation as may be specified by KoPT and to remain responsible / liable for any consequences that may arise during use of the same or otherwise, whether the equipment/gears/attachments are owned or hired.

(iv) The applicant shall undertake to employ at least 6 (six) supervisory personnel with minimum 2 (two) years of cargo handling / stowage experience for undertaking both Stevedoring & Shore Handling functions in KoPT. The profiles of the supervisory personnel so employed will have to be submitted along with the application. No such supervisory personnel shall be on the payroll of another company or employee of any other company or deployed by the applicant in any other Ports.

(v) The fee for issue or renewal of license shall be Rs.1,00,000/- (Rupees One Lakh only), which may be revised from time to time by KoPT. The fee is payable alongwith the application by Banker's cheque/ Demand Draft drawn in favour of 'Kolkata Port Trust'.

6.2 The application for issuance/renewal of licence shall be submitted as per **FORM-A.**

7.0 **Validity/renewal of Stevedoring & Shore Handling License:**

7.1 The Stevedoring and Shore Handling Licence granted or renewed under these Regulations shall be in FORM-B and will be valid for a period of 3 (three) years from the date of issuance of licence unless otherwise specified.

7.2 The Stevedoring & Shore Handling License will be valid for both KDS & HDC. However, at HDC the same will be applicable only from 01.04.2017.

7.3 The daily performance report capturing productivity achieved by the Stevedoring and Shore Handling Agent in the format as may be prescribed by KoPT from time to time shall have to be submitted by the Stevedoring and Shore Handling Agent to the Traffic Department of KDS and HDC, as the case may be, online.

7.4 Compliance of the terms and conditions of the licence issued to the agents, performance in terms of productivity achieved and safety norms followed by the agents will be monitored by Traffic Manager/ General Manager (Traffic) regularly and a report to be submitted to the Chairman. The Chairman of KoPT will review the performance of Stevedoring and Shore Handling Agent every month.

7.5 If the Traffic Manager/ General Manager(Traffic) finds any default on the part of the Stevedoring and Shore Handling Agent, he shall cause to issue warning in the event of first default and in the event of second default, the licence of the Stevedoring & Shore Handling Agent shall be liable to be cancelled along with forfeiture of Security Deposit as penalty.

7.6 At the end of three years, the licence shall be renewed strictly on the basis of above mentioned performance reports.

7.7 Application as per **FORM-A** for renewal of Stevedoring & Shore Handling Licence shall be made at least three

months prior to expiry of the licence. If complete application for renewal is not received within the stipulated period, such application may be accepted on payment of Rs. 50,000/- (Rupees fifty thousand only) as late fee, provided the application for renewal together with the late fee is received by KoPT before the actual date of expiry of the license.

7.8 In the event of loss or defacing of the original license a duplicate license may be issued against application made to the Chairman on payment of Rs. 50,000/- (Rupees fifty thousand only)

7.9 Before renewal of the licenses a report is to be obtained by the concerned Stevedoring & Shore Handling Agent from the "Inspector" [as defined in the Dock Workers (Safety Health & Welfare) Act'1986] in respect of compliance with the Safety Norms as per the Statute and the same shall be taken into consideration for granting renewal.

7.10 If the Stevedoring & Shore Handling Agent fulfils the required conditions and is eligible for renewal but awaiting safety clearance before expiry of the licence period, KoPT may permit such Agent to carry out stevedoring and shore handling operations by executing an Indemnity Bond as per **FORM-C.**

8.0 **Duties & Responsibilities of Stevedoring & Shore Handling Agents:**

8.1 Every Stevedoring & Shore Handling Agent shall be subject to the following duties, obligations and responsibilities during the currency of Stevedoring & Shore Handling License:

a) The Stevedoring & Shore Handling Agent as well as all its staff and workers engaged for undertaking Stevedoring & Shore Handling Operation and work incidental thereto will ensure compliance with the provisions of the Dock Workers (Safety, Health and Welfare) Act, 1986 and the Dock Workers (Safety, Health and Welfare) Regulations, 1990 and notifications issued thereunder, the Industrial Disputes Act. 1947, the Minimum Wages Act' 1948, Payment of Bonus Act, 1965, provisions of EPF, ESI and any other law/statutes relating to such operations/labour/equipment at the time of being in force.

b) The Stevedoring & Shore Handling Agent shall deploy necessary equipment as will be specified by KoPT and carry out the operations with the gears/equipment owned or hired by them;

c) The Stevedoring & Shore Handling Agent shall be solely responsible for any accident or damage or loss or claims resulting from or arising out of operations performed by them;

d) The Stevedoring & Shore Handling Agent shall comply with all accepted safe practices/ norms during operations performed by them;

e) The Stevedoring & Shore Handling Agent shall indemnify the Board against all third party claims arising out of operations performed by them;

f) Whenever KoPT has to pay compensation to any of its employees or workers or his dependents under the

provision of the Workmen's Compensation Act, 1923, and/or any other statute as in force at that relevant period, in consequence of any accident arising out of, and during the course of, work performed by a Stevedore / Shore Handling Agent or any of its employee/worker, the Stevedoring & Shore Handling Agent shall reimburse the Board any sum so paid for any such purpose. The quantum of compensation as determined under the Workmen's Compensation Act, 1923, shall be taken as binding and conclusive between KoPT and the Stevedoring & Shore Handling Agent;

g) If any gear/equipment, plant and other property of the KoPT is damaged in the course of any such operation, the Stevedoring & Shore Handling Agent shall compensate KoPT for such loss or damage, the extent of which shall be decided by the Chairman or his authorised Officer after carrying out a proper enquiry and valuation of the property/ extent of damage;

h) The Stevedoring & Shore Handling Agent shall communicate promptly any information relating to the Stevedoring and / or Shore Handling activities undertaken by them or matters related therewith as and when asked for by the authorised representative of KoPT.

i) The Stevedoring & Shore Handling Agent shall carry out adequate supervision over the workers employed by him in order to ensure maximum productivity consistent with the requirements of safety;

j) The Stevedoring & Shore Handling Agent shall provide all the necessary gears/ equipment duly tested & certified by the Competent Authority for handling different types of cargo;

k) The Stevedoring & Shore Handling Agent shall produce the necessary annealing and test certificates for gears / equipment deployed by them for periodic inspection or as and when demanded by the Inspector, Dock Safety or the Traffic Manager/ General Manager(Traffic);

l) The Stevedoring & Shore Handling Agent shall provide the workers necessary Personal Protective Equipment (PPE) and safety appliances, appropriate for the type of cargo;

m) The Stevedoring & Shore Handling Agent shall ensure that the workers are available at the worksite throughout the shift period, except during the recess hours and render the normal output and shall take effective steps to improve the performance whenever output falls below the stipulated norms;

n) The Stevedoring & Shore Handling Agent shall make adequate arrangements for ancillary operations such as sweeping, filling, stitching, repairing, vessel's stencilling, securing and breaking of cargo, stacking & stowage of cargo, etc required for cargo operation on board the vessels as well as on-shore, as the case may be; These ancillary services shall not be separately charged and shall be inclusive in the Stevedoring & Shore Handling Rates notified by TAMP.

o) The Stevedoring & Shore Handling Agent shall ensure that all dues of KoPT are paid within the specified days failing which the license may be liable to be cancelled under these Regulations. Licence shall not be considered for renewal if any amount payable to KoPT remains outstanding.

p) Stevedoring & Shore Handling agents shall remit in advance the royalty to KoPT prior to calling of the vessel, on the basis of IGM quantity in case of Import and in case of export on the basis of the quantity declared by the vessel's agent/exporter. The actual royalty payable will be calculated after completion of the vessel's operation based on the total quantum of cargo handled by the Stevedoring & Shore Handling Agent. The difference in amount, if any, shall be payable within 10 days from the date of raising of the bill(s).

[The discounts and deferments, if any, offered to its principals or amounts if any not collected by such Agent for any reason whatsoever in respect of the Stevedoring and/or shore handling services under these Regulations, shall not be recognised for the purpose of calculation of dues of KoPT on account of Royalty.]

q) The Stevedoring & Shore Handling Agent shall undertake to pay to workers engaged by him from KoPT, wages in accordance with the terms of wage settlement arrived at between the Central Government and the Federations of Port and Dock workers from time to time or at the rates fixed by KoPT for the purpose;

r) The Stevedoring & Shore Handling Agent shall not assign, transfer or in any manner part with any interest or benefit in or under the licence to any other person;

s) The Stevedoring & Shore Handling Agent shall comply with all Rules and Regulations of KoPT and such instruction as may be issued from time to time by the Traffic Manager/General Manager(Traffic) in the interest of safety, improvement in productivity and labour discipline.

t) Whenever casual workers are deployed, Stevedoring & Shore Handling Agent should ensure that such workers are covered by Insurance Policy.

u) The Stevedoring & Shore Handling Agent shall achieve the performance norms fixed by KoPT.

v) The Stevedoring & Shore Handling Agent shall publish their tariff along with breakup in their websites and in the website of KoPT. The charges leviable shall not exceed the ceiling rates prescribed by TAMP.

9.0 Performance Criteria

9.1 In case of Dry Bulk cargo the norms fixed by KoPT under the Berthing Policy for Dry Bulk Cargo for Major Ports, 2016 shall be the performance norms for the purpose of these Regulations also.

9.2 In respect of all other cargo, not covered under the Berthing Policy for Dry Bulk Cargo for Major Ports, 2016, including break-bulk and container the performance norms will be those fixed by KoPT for the purpose of these Regulations.

9.3 The Stevedoring and shore Handling agents will also be liable to performance based penalty and incentives in accordance with the Berthing Policy for Dry Bulk Cargo for Major Ports, 2016 as will be adopted by KoPT from time to time with the approval of TAMP or any other Competent Authority.

10.0 Cancellation/Suspension/Refusal to renewal of Stevedoring & Shore Handling License:

10.1 The Chairman may at anytime suspend for such period as he may deem fit, or cancel the license issued to a Stevedoring & Shore Handling Agent or refuse to renew the license for violation of any of the terms of the license or for any reasons listed below:

(i) If the average performance of the Stevedoring & Shore Handling Agent over a period of three months fall below the performance norms issued by KoPT from time to time provided such agent handles atleast 3 vessels during the said 3 months period. In other cases, if the average performance of the Stevedoring & Shore Handling Agent falls below the performance norms issued by KoPT from time to time for consecutive 3(three) vessels handled by them.

(ii) The Stevedoring & Shore Handling Agent is found to be charging higher than the ceiling tariff fixed by TAMP for stevedoring and shore handling activities in KoPT.

(iii) The Director/CEO/Partner/Proprietor of the Stevedoring and Shore Handling Agent has been convicted by the Court of any offence involving moral turpitude and sentenced in respect, thereof, to imprisonment for not less than six months, and a period of five years has not elapsed from the date of expiry of the sentence.

(iv) Violates safety regulations and mandatory Dock Safety measures.

(v) Adopts improper and unsafe handling methods.

(vi) Misrepresents or misstates material facts.

(vii) Adjudged insolvent or going into liquidations.

(viii) Transfer the stevedoring/ shore handling operations or sublets the license to any other individual or parties.

(ix) Violates security related rules & instructions like ISPS code compliance.

(x) Any misconduct which in the opinion of KoPT warrant such cancellation or suspension.

(xi) Indulges in illegal/corrupt practices.

(xii) Have any outstanding dues payable to KoPT.

10.2 Provided no such license shall be cancelled or suspended or refused, as the case may be, until the holder of the license has been given a reasonable opportunity for showing cause why his license should not be cancelled or suspended or refused as the case may be and the reasons for such cancellation or suspension or refusal have been recorded.

11. Appeal

(i) Any person aggrieved by any order of the Chairman relating to cancellation/suspension/refusal to issue/renew license(s), may prefer an appeal in writing to the Board of Trustees within thirty days of communication of the order appealed against.

(ii) The Board of Trustees shall pass such order on the appeal as it deems fit after giving an opportunity of hearing to the appellant.

12. Deployment of workers from Port/DLBs/License Holder or outside

Existing practice of deploying KoPT/ Dock Labour Board labour by Stevedoring and Shore Handling agents shall continue. In case KoPT is unable to supply the requisite workers against the requisition placed by Stevedoring and Shore Handling Agent, KoPT may allow the Stevedoring and the Shore Handling Agent to make their own arrangement for this purpose. In case KoPT does not supply the labour, no charges shall be levied on Stevedoring & Shore Handling Agents.

13. Training, Use of Modern Technology

The personnel deployed in Stevedoring & Shore Handling activities shall be trained in modern methods of cargo handling for improving the productivity, efficiency and safety.

14. Repeal:

Calcutta Port Trust (Licensing of Stevedores) Regulation 1987 is hereby repealed.

15. Migration to the new Stevedoring and Shore Handling Regulations:

The new Stevedoring and Shore Handling Regulation shall come into effect from the date of its notification unless otherwise specified in these Regulations. All existing licensees undertaking stevedoring and shore handling activity in Kolkata Port Trust will have to apply for fresh license under these Regulations. If such licensees do not apply for fresh license under these Regulations for switching over to the new scheme, their licence(s) shall be terminated by KoPT after giving due notice to them. The migration to the new scheme shall be allowed subject to fulfilment of all the provisions of these Regulations.

FORM A

KOLKATA PORT TRUST

The Chairman,
Kolkata Port Trust

Re : APPLICATION FORM FOR THE GRANT / RENEWAL OF STEVEDORING & SHORE HANDLING LICENCE

1. Name of the applicant :

2. Whether Individual, firm of Company (Partnership Deed / Articles & Memorandum of Association of the Company to be attached) :

3. Full Address :

4. Period for which licence is required :

5. Name(s) of the Steamship Company / Charterer of Ships/ Owner of Cargo, with whom the contract for stevedoring and/or shore handling operation of their vessel/cargo subsists or is proposed to be entered. :
(Proof of Contract for the period covered is to be appended. The approximate tonnage for each party is to be indicated) :

6. Previous experience in the field :
(The cargo and tonnage stevedored / shore handled in the previous 3 years to be furnished)

7. Amount of financial ability to meet the obligation on account of wages, compensation under Workmen's Compensation Act'1923 etc. :
(a certificate from the Bankers as to the financial ability and Income Tax clearance to be produced)

8. Whether the applicant has/is willing to acquire adequate gears/equipment for undertaking stevedoring and/or shore handling operation of the contracted Vessel/cargo as may be specified by KoPT :

9. Whether the applicant has/is willing to have in his employment, atleast 6(six) supervisory personnel with minimum 2(two) years of cargo handling/stowage experience for undertaking both Stevedoring & Shore Handling and conversant with Rules, Regulations & Statutes. (A list of the staff with their profiles and work experience is to be furnished.) :

10. Whether the applicant has cleared all dues of KoPT on account of earlier transactions with KoPT :

11. Whether the application fee and Security Deposit have been deposited ? (The receipt for the payment is to be attached. The license fee and the deposit will be refunded If the licence is not issued/renewed) :

I/We affirm on behalf of ..... that the particulars submitted above are true to the best of my knowledge, and belief.

I/We agree on behalf of ..... to pay the royalty amount as would be specified by KoPT for undertaking stevedoring and/or Shore handling operations at KoPT.

I/We agree on behalf of ..... to furnish any information/produce any record for inspection as may be required to consider the request for grant of Stevedoring & Shore Handling Licence.

I/We agree on behalf of ..... to abide by the Kolkata Port Trust (Stevedoring & Shore Handling License) Regulations, 2016, and to comply with the all directions given by Kolkata Port Trust from time to time, if the licence is issued/renewed in my/our favour.

Place :

Date :

Signature of applicant with office seal

FORM-B

The Board of Trustees for the Port of Kolkata

Licence for undertaking stevedoring & Shore Handling Operation at KoPT

Issued under *Kolkata Port Trust (Stevedoring & Shore Handling License) Regulations, 2016*

Not Transferable License No. : _____

Payment Particulars to KoPT: □ _____ T.R.No.: _____ date: _____

Sri/M/s. _____ having his/their business/registered office at _____ has been registered in the books of Kolkata Port Trust as Stevedoring & Shore Handling Agent and is/are permitted to undertake Stevedoring and/or Shore Handling Operation at Kolkata Port Trust for the period from _____ to _____.

Licensing Authority _____

Designation _____

Date: Place _____

(*KoPT SEAL*)

Particulars of Initial / Renewal of the license:

1. From _____ to _____

2. From _____ to _____

CONDITIONS

This licence is granted subject to the provisions of the Major Port Trust Act 1963 and Kolkata Port Trust (Stevedoring & Shore Handling License) Regulations, 2016

Every Stevedoring & Shore Handling Agent shall be subject to the duties, obligations and responsibilities imposed by the Kolkata Port Trust (Stevedoring & Shore Handling License) Regulations, 2016, as may be revised from time to time, and more specifically the following:

a) The Stevedoring & Shore Handling Agent as well as all its staff and workers engaged for undertaking Stevedoring & Shore Handling Operation and work incidental thereto will ensure compliance with the provisions of the Dock Workers (Safety, Health and Welfare) Act, 1986 and the Dock Workers (Safety, Health and Welfare) Regulations, 1990 and notifications issued thereunder, the Industrial Disputes Act. 1947, the Minimum Wages Act' 1948, Payment of Bonus Act, 1965, provisions of EPF, ESI and any other law/statutes relating to such operations/labour/equipment at the time of being in force.

b) The Stevedoring & Shore Handling Agent shall deploy necessary equipment as will be specified by KoPT and carry out the operations with the gears/equipment owned or hired by them;

c) The Stevedoring & Shore Handling Agent shall be solely responsible for any accident or damage or loss or claims resulting from or arising out of operations performed by them;

d) The Stevedoring & Shore Handling Agent shall comply with all accepted safe practices/ norms during operations performed by them;

e) The Stevedoring & Shore Handling Agent shall indemnify the Board against all third party claims arising out of operations performed by them;

f) Whenever KoPT has to pay compensation to any of its employees or workers or his dependents under the provision of the Workmen's Compensation Act, 1923, in consequence of any accident arising out of, and during the course of, work performed by a Stevedore / Shore Handling Agent or any of its employee/worker, the Stevedoring & Shore Handling Agent shall reimburse the Board any sum so paid for any such purpose. The quantum of compensation as determined under the Workmen's Compensation Act, 1923, shall be taken as binding and conclusive between KoPT and the Stevedoring & Shore Handling Agent;

g) If any gear/equipment, plant and other property of the KoPT is damaged in the course of any such operation, the Stevedoring & Shore Handling Agent shall compensate KoPT for such loss or damage, the extent of which shall be decided by the Chairman or his authorised Officer after carrying out a proper enquiry and valuation of the property/ extent of damage;

h) The Stevedoring & Shore Handling Agent shall communicate promptly any information relating to the Stevedoring and / or Shore Handling activities undertaken by them or matters related therewith as and when asked for by the authorised representative of KoPT.

i) The Stevedoring & Shore Handling Agent shall carry out adequate supervision over the workers employed by him in order to ensure maximum productivity consistent with the requirements of safety;

j) The Stevedoring & Shore Handling Agent shall provide all the necessary gears/ equipment duly tested & certified by the Competent Authority for handling different types of cargo;

k) The Stevedoring & Shore Handling Agent shall produce the necessary annealing and test certificates for gears / equipment deployed by them for periodic inspection or as and when demanded by the Inspector, Dock Safety or the Traffic Manager/ General Manager(Traffic);

l) The Stevedoring & Shore Handling Agent shall provide the workers necessary Personal Protective Equipment (PPE) and safety appliances, appropriate for the type of cargo;

m) The Stevedoring & Shore Handling Agent shall ensure that the workers are available at the worksite throughout the shift period, except during the recess hours and render the normal output and shall take effective steps to improve the performance whenever output falls below the stipulated norms;

n) The Stevedoring & Shore Handling Agent shall make adequate arrangements for ancillary operations such as sweeping, filling, stitching, repairing, vessel's stencilling, securing and breaking of cargo, stacking &

stowage of cargo, etc required for cargo operation on board the vessels as well as on-shore, as the case may be. These ancillary services shall not be separately charged and shall be inclusive in the Stevedoring & Shore Handling Rates notified by TAMP.

o) The Stevedoring & Shore Handling Agent shall ensure that all dues of KoPT are paid within the specified days failing which the license may be liable to be cancelled under these Regulations. Licence shall not be considered for renewal if any amount payable to KoPT remains outstanding.

p) Stevedoring & Shore Handling agents shall remit in advance the royalty to KoPT prior to calling of the vessel, on the basis of IGM quantity in case of import and in case of export on the basis of the quantity declared by the vessel's agent/exporter. The actual royalty payable will be calculated after completion of the vessel's operation based on the total quantum of cargo handled by the Stevedoring & Shore Handling Agent. The difference in amount, if any, shall be payable within 10 days from the date of raising of the bill(s).

[The discounts and deferments, if any, offered to its principals or amounts if any not collected by such Agent for any reason whatsoever in respect of the Stevedoring and/or shore handling services under these Regulations, shall not be recognised for the purpose of calculation of dues of KoPT on account of Royalty.]

q) The Stevedoring & Shore Handling Agent shall undertake to pay to workers engaged by him from KoPT, wages in accordance with the terms of wage settlement arrived at between the Central Government and the Federations of Port and Dock workers from time to time or at the rates fixed by KoPT for the purpose;

r) The Stevedoring & Shore Handling Agent shall not assign, transfer or in any manner part with any interest or benefit in or under the licence to any other person;

s) The Stevedoring & Shore Handling Agent shall comply with all Rules and Regulations of KoPT and such instruction as may be issued from time to time by the Traffic Manager/General Manager(Traffic) in the interest of safety, improvement in productivity and labour discipline.

t) Whenever casual workers are deployed, Stevedoring & Shore Handling Agent should ensure that such workers are covered by Insurance Policy.

u) The Stevedoring & Shore Handling Agent shall achieve the performance norms fixed by KoPT.

v) The Stevedoring & Shore Handling Agent shall publish their tariff along with breakup in their websites and in the website of KoPT. The charges leviable shall not exceed the ceiling rates prescribed by TAMP.

ACCEPTANCE

I/We accept this Stevedoring & Shore Handling License issued to me/us on this day the_____ under the terms and conditions stated as above.

Date:
(*Office Seal*)

Signature : _____

Name & designation : _____

Address : _____

Contact No. : _____

Witness to the signature :

1.

2.

FORM-C

Format of Indemnity Bond for renewal of Stevedoring & Shore Handling Licence, pending submission of Safety Clearance

(To be furnished in Stamp paper as per stamp Act)
(Present not less than □ 500/- stamp paper)

This deed of Indemnity executed by ..... hereinafter referred as 'Indemnifier' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of Kolkata Port Trust, hereinafter referred to as the 'Indemnified' which expression shall unless repugnant to the context of meaning thereof, include it successors and assignees witnesses us to.

Whereas the indemnified herein has awarded to the Indemnifier herein a **Licence for undertaking Stevedoring & Shore Handling operations at KoPT** on terms and conditions set out inter-alia in the Licence No. ..... as well as the Licence valued at □. ..... (Rupees .....only)

And Whereas, clause of the abovementioned Licence provides **for renewal of Stevedoring & Shore Handling Licence Pending submission of Safety Clearance** for guarantee to comply with other remaining provisions of the Kolkata Port Trust (Stevedoring & Shore Handling License) Regulations, 2016 for a period of ..... (Calendar months from the date of renewal of Licence)

The indemnifier hereby irrevocably agrees to indemnify the indemnified that in the event of the indemnifier (stevedoring and shore handling agent) fails to undertake stevedoring & shore handling operations with sufficient precaution against any untoward incident or occupational hazards violating extant safety norms of Inspectorate of Dock Safety (IDS) for protecting the life and property of Kolkata Port Trust and of the port user agencies, the indemnifier shall reimburse to the Kolkata Port Trust the entire amount towards any compensation/claim/damage cost which may be caused by it to any person and / or property of KoPT and to make good KoPT's claim in resepct of any and all damages so caused by it or its personnel / equipment / gears to any Port property and/or in respect of his obligations emanated from the Licence already referred.

This indemnity shall be in force upto the date of validity of the license.

Name :

Designation :

WITNESS

1. (Name with address)

2. (Name with address)

SURITIES

1. (Name with address)

2. (Name with address)

ACCEPTANCE

By order of the Trustees,

(_____)

S. PRADHAN,
Secretary,
For and on behalf of the
Board of Trustees for the Port of Kolkata.

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