

**UNDERTAKINGS FORMING PART OF STEVEDORING APPLICATION FORM AND TO BE SUBMITTED
ALONG WITH APPLICATION FORM**

Format of undertaking to be produced by the applicant in the event of change in name, constitution, etc. as per Para 7(6)(i) & (ii) of Kandla Port Trust (Licensing of Stevedores) Regulations, 2010.

1) In the event of change in Director/Partner

I/We _____

_____ (name & address of the proprietorship concern /partnership firm /company in whose name the stevedoring license is applied/issued) hereby undertake to communicate to Chairman, Kandla Port Trust any change in Director / Managing Director (in case of a Company) Partner/s (in case of a Partnership Firm) and produce requisite supportive documents for such change.

2) In the event of change in name, title or constitution

I/We _____

_____ (name & address of the proprietorship concern /partnership firm /company in whose name the stevedoring license is applied/issued) hereby undertake to communicate to Chairman, Kandla Port Trust any change in name, title or constitution of a firm / company. Further, I / We hereby undertake to furnish a fresh application for the grant of new license and shall abide by the decision of Chairman, Kandla Port Trust for allowing to carry on business till a decision is accorded on such fresh application.

Place: - _____

Date: - _____

Seal & Signature of Authorized Signatory /
Partner / Director / Proprietor

Format of undertaking to be produced by the applicant for providing minimum equipment/gear as per Para 4(iii)(c) of Kandla Port Trust (Licensing of Stevedores) Regulations, 2010.

I/We _____

_____ (name & address of the proprietorship concern /partnership firm /company in whose name the stevedoring license is applied/issued) hereby undertake to provide minimum equipment/gear either owned or hired.

Place: - _____

Date: - _____

Seal & Signature of Authorized Signatory /
Partner / Director / Proprietor

UNDERTAKING

**(On Non-judicial Stamp Paper of Rs. 100/- / franking of stamp duty of Rs.100/-)
To be executed before Notary Public)**

In consideration of Kandla Port Trust granting Stevedoring License for a period of 3 years from (_____ to _____) under the provisions of Kandla Port Trust (Licensing of Stevedores) Regulation, 2010) (hereinafter referred to as the "said regulations"), We, M/s _____
_____ (name/address of the Firm), do hereby undertake to carry out the following duties & Responsibility of Stevedores as prescribed under Regulation 6 of the said Regulations.

- a) to ensure due compliance by all the staff and the workers employed by us during the operation of landing and shipping of transshipping, goods or work incidental thereto, of the provisions of the Indian Dock Labourers Act,1934 the Indian Dock Labourers Regulation, 1948. The dock workers (safety, health and welfare) scheme, 1961 and notification issued there under, the industrial disputes Act, 1947, the payment of Bonus Act, 1965 and rules regulations & scheme issued there under relating to such operations and for the time being in force.
- b) to carry out the operations with gear owned or hired by us.
- c) that we shall be solely responsible for any accident or damage resulting from the use of any gear used by us.
- d) to comply with all accepted safe practices in relation to operation performed by us.
- e) to indemnify the Board against all third party claims arising out of operations performed by us.
- f) to reimburse the Board any sum paid by it as compensation to any of its employees or workmen or his dependents under the provisions of Workmen's Compensation Act, or any other law for the time being in force, in consequence of any accident arising out of and /or during the course of work performed by us or any of our employee/s or worker/s for the time being employed by us. For this purpose, the amount of the compensation as determined under the Workmen's Compensation Act or any other law for the time being in force, shall be taken as binding and conclusive as between us and the Board of Trustees of Kandla Port Trust.

contd...2/-

- g) to compensate the Board, for any loss or damage to any gear, plant or other property in the course of stevedoring operation to the extent of such compensation being decided by the Chairman or the officer authorized by him after carrying out proper enquiry.
- h) to agree to refer any dispute or difference between us and the Kandla Port Trust as to the payment of compensation, its quantum or any connected questions to an Arbitrator nominated by the Chairman.
- i) to be responsible for employing at least one experienced person to supervise every vessel in respect to which we have undertaken the stevedoring operations.
- j) to submit promptly any information asked for by the Chairman or the Traffic Manager from time to time.
- k) to ensure that all the dues of Board are paid in advance failing which our license shall not be renewed and be liable to be cancelled under these regulations.
- l) to provide for adequate supervision over the workers employed by us in order to ensure maximum productivity consistent with requirements of safety.
- m) to provide all the necessary gear, equipment, duly tested and found suitable for the various types of cargoes.
- n) to produce the gear equipment with necessary annealing and test certificates, for inspection periodically or whenever demanded by the Inspector, Dock Safety or the Traffic Manager.
- o) to provides the workers necessary protective safety appliances appropriate for the type of cargo.
- p) to ensure that the workers are available at the worksite through out 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 normal.
- q) to make adequate arrangements for ancillary operations such as filling, stitching and breaking of cargo, stacking of cargo, stowage of cargo etc. on board vessels.
- r) to undertake to pay wages to the workers engaged by us in accordance with the terms of wage settlement arrived at between the Central Government and the Federation of Port and Dock Workers from time to time.
- s) to not to assign, transfer or in any manner part with any interest or benefit in or under the license to any other person.
- t) to comply with such instructions as may be issued from time to time by the Traffic Manger in the interest of safety, improved productivity and labour discipline.
- u) to ensure that casual workers, whenever deployed by us, are covered by the insurance policy.
- v) to pay charges to Port in advance as applicable from time to time.
- w) to deploy adequate supervisory personnel per vessel.

Date:
Place:

Name of the Concern/Partnership Firm/Company

Signature of the Proprietor / Partner / Director / Authorized Rep. of the firm
Company Seal

Names, address & Signature of two independent witnesses

Signature & Seal of Notary Public