

DEENDAYAL PORT AUTHORITY

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General Administrative Deptt., Labour Welfare Section, Website : www.deendayalport.gov.in Email: ravi.maheshwari@deendayalport.gov.in



Administrative Office Building, Ground Floor, Gandhidham (Kutch), Gujarat - 370 201.

No. LB/WF/Sports Complex/1160

Dated : 21/03/2023.

CIRCULAR

The Deendayal Port Authority has six different Amenities in and around the Sports Complex, Gopalpuri, viz. (i) Cricket Ground; (ii) Football Ground; (iii) Athletic Track; (iv) Indoor Gymnasium; and (v) Open Gymnasium at Sports Complex; and (vi) Lawn Tennis Court at Officers' Club.

In order to regulate the use of these Amenities on day-to-day basis as well as on allotment on hire charge basis, the Deendayal Port Authority has framed '*Standard Operating Procedure (SOP) for use/allotment of Amenities in and around the Sports Complex at Port Colony, Gopalpuri for games*', which contains Common Terms & Conditions (Annexure-I); Damage/No Damage Certificate (Annexure-II); and Electric Unit Consumption Certificate (Annexure-III), copy of which is enclosed herewith.

This SOP, which comes into force with immediate effect, is in supersession of Circular No. LB/WF/Sports Complex/905 dated 18/10/2016 and/or any other Orders/ Circulars issued in relation to the above Amenities.

Authority : Concurred in by the FA&CAO on 20/03/2023 and approved by the Chairman on 21/03/2023, below Note No. 10/NS, in File No. LB/WF/Sports Complex.

Personnel Officer Deendayal Port Authority

<u>All HODs</u> - For wide circulation among all employees, please.

Copy, for wide publicity, to : **TP & PRO**

Copy, for information, to :

All Trade Unions/Officers' Association operating at DPA

Copy, for information and necessary action, to : XEN (TD) / XEN (E) / AO (Pay) / AO (F-48) / AO (Cash)

Copy, for hoisting on DPA's website, to : **Sr. DD (EDP)**

Copy, for translation in Hindi, to : **Hindi Officer**

Copy to : OSD to Chairman PS to Dy. Chairman PA to CVO

For kind information of the Chairman, please. For kind information of the Dy. Chairman, please. For kind information of the CVO, please.



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Administrative Office Building, Ground Floor, Gandhidham (Kutch), Gujarat - 370 201.

STANDARD OPERATING PROCEDURE (SOP) FOR USE/ALLOTMENT OF AMENITIES IN AND AROUND THE SPORTS COMPLEX AT PORT COLONY, GOPALPURI FOR GAMES

1. **Amenities for games** : The Deendayal Port Authority has the following Amenities for games in and around the Sports Complex at Port Colony, Gopalpuri:-

1.1 Sports Complex

- i) Cricket Ground
- ii) Football Ground
- iii) Athletic Track
- iv) Open Gymnasium
- v) Indoor Gymnasium

1.2 Officers' Club

i) Lawn Tennis Court

1.3 These Amenities are created primarily for welfare of the employees of the Deendayal Port Authority and their dependents; and hence, the Deendayal Port Authority may endeavour to accord priority to the Port employees and their dependents for use of these Amenities. Besides, in order to promote the sporting events, preference has to be given to the Govt. Organizations to organize and conduct sporting events in the Sports Complex.

- 2. Definitions : For the purpose of this Standard Operating Procedure (SOP) -
 - i) 'Port Employee' means and includes the (i) employees (including Daily Rated Workers) of Deendayal Port Authority and their dependents; (ii) Pensioners/Family Pensioners of DPA; and (iii) employees of Central Industrial Security Force posted at DPA and their dependents.
 - ii) 'Resident of Port Colony' means and includes any person, who is in valid possession of Port occupation and residing in the Port Colonies at Gopalpuri and Kandla.
 - iii) 'Private Person' means and includes any person, other than mentioned in Sr. No.(i) & (ii) above.
 - iv) 'Party' means and includes any Person/Individual, Firm, Body, Association, Federation, Club, School, College, Institute, Company, Organization, etc.
 - v) 'Govt. Organization' means and includes an Organization functioning under the administrative control of the Central Govt. or State Govt.

3. Use of Amenities, on day-to-day basis :

3.1 **Timings for use of Amenities, on day-to-day basis** : The timings for (i) Port Employees; (ii) Residents of Port Colony; and (iii) Private Persons, on day-to-day basis, for use of following Amenities are, as under :-

Sr.			
No.	Amenities	Morning Timings	Evening Timings
1	Net Practice Portion	07:00 hrs. to 10:00 hrs.	16:00 hrs. to 19:00 hrs.
	of Cricket Ground		
2	Football Ground	07:00 hrs. to 10:00 hrs.	16:00 hrs. to 19:00 hrs.
3	Athletic Track	06:00 hrs. to 08:00 hrs.	18:00 hrs. to 20:00 hrs.
4	Lawn Tennis Court	06:00 hrs. to 08:00 hrs.	18:00 hrs. to 20:00 hrs.
5	Open Gymnasium	06:00 hrs. to 08:00 hrs.	18:00 hrs. to 20:00 hrs.
6	Indoor Gymnasium	Gents :	Ladies :
		06:00 hrs. to 09:00 hrs.	16:30 hrs. to 18:00 hrs.
		Ladies :	Gents (Only Officers) :
		10:00 hrs. to 12:00 hrs.	18:30 hrs. to 20:00 hrs.
			Gents :
			20:00 hrs. to 21:30 hrs.

Note :

- (a) Deendayal Port Authority reserves the right to allot different slots, change, reduce or increase the timings for use, depending upon the situation.
- (b) Net Practice Portion of Cricket Ground does not include Cricket Ground.
- (c) Athletic Track is not to be allowed for use by Private Person in Morning Timings.
- (d) Indoor Gymnasium is not to be allowed for use by Private Person.

3.2 **Fees for use of Amenities, on day-to-day basis** : Any person desirous of availing any or all of the following Amenities, on day-to-day basis, may obtain the Entry Pass from the office of the Executive Engineer (TD), DPA, on payment of Monthly Fees prescribed, as under, and use such Amenity, during the timings shown above :-

		Monthly Fee (Rs.)		
Sr. No.	Amenities	Port Employee	Resident of Port Colony	Private Person
1	Net Practice Portion of Cricket Ground	Free	Free	3,000/-
2	Football Ground	Free	Free	3,000/-
3	Athletic Track	Free	Free	3,000/-
4	Lawn Tennis Court	Free	Free	3,000/-
5	Open Gymnasium	Free	Free	3,000/-
6	Indoor Gymnasium	200/-	250/-	Not allowed

Note :

(a) Monthly Fee is non-refundable.

- (b) Monthly Fee stands forfeited and Entry Pass stands invalid in case the resident of Port Colony ceases to be in valid possession of the Port occupation. However, such resident, if desires to avail the entitled Amenity, is free to obtain Entry Pass meant for 'Private Person' by making the differential payment of Monthly Fee.
- (c) Monthly Fee stands forfeited and Entry Pass stands invalid in case the dependent of the Port employee ceases to be dependent of the Port employee. However, such dependent, if desires to avail the entitled Amenity, is free to obtain Entry Pass meant for 'Private Person' by making the differential payment of Monthly Fee.

3.3 On request, the Entry Pass be renewed, on completion of a year, on payment of Monthly Fee, as prescribed above.

3.4 The use of Amenities is subject to condition that the Entry Pass is valid and produced, on demand, and further condition that the Entry Pass Holders shall have to comply with the Common Terms & Conditions prescribed hereinafter.

3.5 The issuance of Entry Pass is at the sole discretion of the Deendayal Port Authority.

3.6 On the day(s) of allotment on hire charge basis, the Amenities permitted for use, on a day-to-day basis, will be closed for those having Entry Passes.

4. Procedure for dealing with requests for use of Amenities, on day-to-day basis :

4.1 Any person desirous of obtaining Entry Pass for use of permissible Amenities may make a request, in writing, to the office of the Executive Engineer (TD), which may process such request to the authority competent, as per this SOP, for approval.

4.2 On approval, the office of the Executive Engineer (TD) may prepare the Sale Account for collection of Monthly Fee, upon which, the person, who has made request, shall make payment of Monthly Fee in Cash Section of DPA and obtain Receipt and submit it to the office of the Executive Engineer (TD), which, thereafter, may issue the Entry Pass. The Executive Engineer (TD) shall endeavour to recover Monthly Fee through online mode of payment, for which his office may take all necessary actions.

4.3 The office of the Executive Engineer (TD) may provide details of Private Persons, to whom the Entry Passes have been issued for use of Amenities, to the office of the Personnel Officer, twice in a year, i.e. 1st week of every January and 1st week of every July.

5. Allotment/use of Amenities, on hire charge basis :

5.1 **Timings for use of Amenities, on allotment on hire charge basis** : The timings for use of following Amenities, on allotment on hire charge basis, are, as under :-

Sr. No.	Amenities	Day Timings	Evening/Night Timings
1	Cricket Ground		
2	Football Ground		
3	Athletic Track	08:00 hrs. to 18:00 hrs.	18:00 hrs. to 22:30 hrs.
4	Lawn Tennis Court		
5	Open Gymnasium		

Note :

- (a) Timings for use include actual playing time and also valedictory/closing/prize distribution ceremony, if any; and the Deendayal Port Authority reserves the right to change, reduce and increase the timings for use, depending upon the situation.
- (b) Indoor Gymnasium is not to be allotted on hire charge basis.

5.2 **Charges for allotment of Amenities, on hire charge basis** : The Deendayal Port Authority may allot the Amenities for use on hire charge basis, as under :-

		Security Deposit (Refundable)	Hire Charges per day		Electrical
Sr. No.	Amenities		Day	Evening/ Night	Charges
1	Cricket Ground	45,000/-	13,000/-	19,000/-	
2	Football Ground	40,000/-	12,000/-	18,000/-	As per
3	Athletic Track	40,000/-	12,000/-	18,000/-	actual meter readings
4	Lawn Tennis Court	40,000/-	12,000/-	18,000/-	
5	Open Gymnasium	38,000/-	11,000/-	17,000/-	

Note :

- (a) Charges for allotment of Football Ground, Cricket Ground, Athletic Track and Open Gymnasium does not include the buildings of respective Pavilions; and charges for allotment of Lawn Tennis Court does not include the building and premises of the Officers' Club.
- (b) Hiring of Amenity on one and the same day for both sessions, i.e. 'Day' and 'Evening/Night', will be calculated separately for the purpose of Hire Charges.
- (c) Open Gymnasium can also be used for Long Jump, High Jump, Triple Jump, Hammer Throw, Discuss Throw, Javelin Throw, Shot-put and other similar games.

5.3 The Electrical Charges, towards energy consumption, will be computed as per applicable tariff chargeable to Deendayal Port Authority by PGVCL, State Discom Authority.

5.4 The tax (e.g. GST), wherever applicable, shall be charged extra.

5.5 The Amenities shall be used only for the respective games, for which the respective Amenities are meant for.

5.6 The allotment of Amenities is subject to compliance of Common Terms & Conditions prescribed hereinafter.

5.7 The allotment of above Amenities is at the sole discretion of the Deendayal Port Authority.

6. **Concession for allotment of Amenities** : There shall be no concession in above charges for any Party, except for the following :-

6.1 There shall be no charges, including Security Deposit and Electrical Charges, for use of any of the Amenities by Trade Unions/Officers' Association/Officers' Club/Staff Club operating at Deendayal Port Authority for conducting Games in 'Day' Session, for a period not exceeding 9 (nine) consecutive days, at a time, with break of two consecutive days (preferably fourth and fifth days), subject to condition that such Amenities shall be utilized for Games involving employees/officers/workers of Deendayal Port Authority/Central Industrial Security Force (Kandla) and such Games are not intended for commercial gain and further subject to condition that the Trade Unions/Officers' Association/Officers' Club/Staff Club shall have to comply with the Common Terms & Conditions prescribed hereinafter.

6.1.1 Provided that, for use of any of the Amenities for conducting Games in 'Evening/Night' Session or both 'Day & Evening/Night' together, there shall be no concession to such Trade Unions/Officers' Association/Officers' Club/Staff Club in Security Deposit (refundable); and Electrical Charges shall also be payable, as per actual meter readings; however, Hire Charges shall be free of charge.

6.1.2 Provided further that, concessions prescribed above are applicable for each of the Amenities for each of such Trade Unions/Officers' Association/Officers' Club/Staff Club, irrespective of whether the Games are conducted in 'Day' Session or 'Evening/Night' Session or both 'Day & Evening/Night' Sessions together, only once in a calendar year from 1st January to 31st December; however, all subsequent allotments to them shall be, as per charges prescribed in Clause 5.2 above.

6.2 There shall be 50% concession on Hire Charges for use of Amenities by Govt. Organizations for conducting Games in both sessions, i.e. 'Day' Session and 'Evening/Night' Session, for a period not exceeding 9 (nine) consecutive days, at a time, with break of two consecutive days (preferably fourth and fifth days), subject to condition that the Amenities shall be utilized for Games involving employees/officers/workers of the Govt. Organizations and such Games are not intended for commercial gain and further subject to condition that such Govt. Organizations shall have to comply with the Common Terms & Conditions prescribed hereinafter. However, there shall be no concession in Security Deposit (refundable); and the Electrical Charges shall also be payable, as per actual meter readings.

6.2.1 Provided that, concessions prescribed above are applicable for each of the Amenities for each of such Govt. Organizations, irrespective of whether the Games are conducted in 'Day' Session or 'Evening/Night' Session or both 'Day & Evening/Night' Sessions together, only once in a calendar year from 1st January to 31st December; however, all subsequent allotments to them shall be, as per charges prescribed in Clause 5.2 above.

7. **Restriction on number of days of allotment of Amenities** : No Amenity shall be allotted for more than 9 (nine) consecutive days, at a time; and no Amenity shall be allotted for more than 2 (two) consecutive Sundays, at a time. On any two consecutive days (preferably fourth and fifth days) in between 9 (nine) consecutive days, the Deendayal Port Authority, if required, may not permit use of Amenity for want of watering, rolling and other requisite maintenance works; however, no charges will be levied for these '2 (two) No use days'.

8. **Common Terms & Conditions for use/allotment of Amenities** : The Common Terms & Conditions for use/allotment of Amenities, on day-to-day basis and hire charge basis, shall be as per **Annexure-I**. In case of violation of the Common Terms & Conditions, the Deendayal Port Authority may forfeit, either fully or partly, the Security Deposit; and take necessary action of debarment for future use/allotment.

9. **Authority to allot/allow use of Amenities** : The authority to allot Amenities are, as under :-

9.1 **For use of Amenities, on day-to-day basis** : Dy. Chief Engineer, DPA is the authority competent to approve issuance of Entry Passes for Private Persons, at above approved Monthly Fees. However, the Executive Engineer (TD), DPA is the authority competent to renew the Entry Passes issued to such Private Persons, at above approved Monthly Fees.

9.2 For allotment of Amenities, on hire charge basis –

- (a) Secretary, DPA is the authority competent to approve allotment of Amenities for 'Day' Timings only, at above approved full hire charge basis.
- (b) Dy. Chairman, DPA is the authority competent to approve allotment of Amenities for 'Evening/Night' and/or 'Day & Evening/Night' Timings, at above approved full hire charge basis.
- (c) Dy. Chairman, DPA is also the authority competent to approve allotment of Amenities to Govt. Organizations, at above approved 50% concessional charges, irrespective of whether the allotment is to be made for 'Day' and/or 'Evening/Night' and/or 'Day & Evening/Night' Timings.
- (d) Chairman, DPA is the authority competent to approve allotment of Amenities, free of charge (including without recovery of Security Deposit), or where the Trade Unions/Officers' Association/Officers' Club/Staff Club or Govt. Organization or Party has sought to waive, either fully or partly, any or all of charges/Security Deposit, irrespective of whether the allotment is to be made for 'Day' and/or 'Evening/Night' and/or 'Day & Evening/Night' Timings.

10. **Procedure for dealing with requests for allotment of Amenities on hire charge basis** : Ordinarily, the requests made may be dealt with on 'first come, first serve' basis; and the following procedure may be followed for dealing with the requests :-

10.1 Any Party (inclusive of Trade Unions/Officers' Association/Officers' Club/Staff Club and Govt. Organization) seeking allotment of Amenity may make a request, in writing, to the office of the Personnel Officer, which may process such request to the authority competent, as per this SOP, for approval; and on approval –

(a) the office of the Personnel Officer may issue letter allotting the Amenity, free of charge, where the authority competent has accorded his approval to allot such Amenity, free of charge;

OR

(b) the office of the Personnel Officer may issue demand letter requesting the Trade Unions/Officers' Association/Officers' Club/Staff Club or Govt. Organization or Party, as the case may be, to make payment of above approved full hire charges or concessional charges, as the case may be, where the authority competent has accorded his approval to allot such Amenity; and thereafter, on their approach, the office of the Personnel Officer may prepare the Sale Account so as to enable them to make payment in Cash Section, DPA through online mode of payment or Debit/Credit Card or Cheque or Demand Draft favouring 'Deendayal Port Authority'; and on submission of copy of

Receipt issued by Cash Section of DPA showing the payment, the office of the Personnel Officer may issue letter allotting the Amenity.

10.2 The payment of Security Deposit and Hire Charges shall have to be made prior to the date of allotment; and the demand letter for allotment of Amenity stands cancelled, in case the Party does not make payment, within 7 days of issue of demand letter.

10.3 Copies of demand letter and allotment letter of Amenities shall be endorsed by office of the Personnel Officer to the concerned offices, i.e. offices of the Executive Engineer (TD) and/or Executive Engineer (Elect) and/or Accounts Officer (F-48) and/or Accounts Officer (Pay), Gandhidham and/or Accounts Officer (Cash), as the case may be.

11. **Calculation of Electrical Charges** : On receipt of copy of allotment letter from the office of the Personnel Officer, the lighting will be switched-on, prior to the time of start of the game, on the day(s) of booking of Amenity, irrespective of the season. An official authorized by the Executive Engineer (Elect.), DPA will take and record the Initial Readings of the relevant Energy Meter(s) before switching-on the lighting on the day(s) of booking. Such authorized official will take and record the Final Readings of the relevant Energy Meter(s), on each day(s) of booking, after switching-off the lighting. Immediately, on completion of the period of allotment, an Electricity Bill towards the energy consumption shall be generated by office of the Executive Engineer (Elect.) or an official authorized by him, as per applicable tariff chargeable to Deendayal Port Authority by PGVCL, State Discom Authority.

12. **Assessment of damages to the Amenity** : In the event of loss or damage caused to the Amenity or any articles/equipment incidental thereto, the office of the Executive Engineer (TD) and/or Executive Engineer (Elect.), as the case may be, may immediately assess the damages at prevailing market rate, and intimate, in writing, the same to the office of the Personnel Officer, which may recover such loss or damages from the Security Deposit or any other means. However, in case the Party has not availed of electricity of the Deendayal Port Authority; and still there appears to be any damage or loss to electrical articles/equipment, the office of the Executive Engineer (TD) shall immediately intimate the office of the Executive Engineer (Elect.) for assessment of damages.

13. **Damage/No Damage Certificate by T.D. Division** : Immediately on completion of period of allotment, the office of the Executive Engineer (TD) or an official authorized by him shall send Damage/No Damage Certificate (**Annexure-II**) to the office of the Personnel Officer, within a period of 7 days of the last date of allotment. Onus of sending the Damage/No Damage Certificate to office of the Personnel Officer, within a period of 7 days, shall be on office of the Executive Engineer (TD).

14. **Electric Unit Consumption Certificate by Electrical Division** : In case of use of Port's electricity, immediately on completion of period of allotment, the Electric Unit Consumption Certificate (<u>Annexure-III</u>), together with Electricity Bill, stating that no damage or loss is caused to the electrical articles/equipment, be sent by office of the Executive Engineer (Elect), DPA or an official authorized by him, to the office of the Personnel Officer, within a period of 7 days of the last date of allotment, which may take necessary action for recovery of Electricity Bill from the Security Deposit. In case the Party has not availed of electricity of the Deendayal Port Authority, there shall be no requirement of Electric Unit Consumption Certificate. Onus of sending the Electric Unit Consumption Certificate together with Electricity Bill to office of the Personnel Officer, within a period of 7 days, shall be on office of the Executive Engineer (Elect.).

15. **Refund of Security Deposit** : On receipt of Damage/No Damage Certificate from office of the Executive Engineer (TD); and if Electric Units have been consumed, on receipt of Electric Unit Consumption Certificate and Electricity Bill from office of the Executive Engineer (Elect.), the office of the Personnel Officer shall, within a period of 7 days of receipt of respective Certificates, process the Hand Receipt to the Finance Deptt. for refund of Security Deposit, after adjustment of loss or damages and Electricity Charges, if any, to the Party; and on receipt of Hand Receipt, the Finance Deptt. shall, within a period of 7 days, refund the Security Deposit to the Party. While Damage/No Damage Certificate from office of the Executive Engineer (TD) is essentially required for refund of Security Deposit, the Electric Unit Consumption Certificate from the office of the Executive Engineer (TD) is required only if the Electric Units have been consumed.

15.1 No interest shall be payable on Security Deposit.

15.2 In the event of violation of Common Terms & Conditions, the Security Deposit stands forfeited, either fully or partly, as may be felt appropriate, in addition to cancellation of Entry Passes and/or debarment from use/allotment of Amenity, in future.

16. **Running and maintenance of civil structures and electrical articles/ equipment** : The office of the Executive Engineer (TD), DPA shall be responsible for structural stability of the Amenity, watering, rolling, running & maintenance and day-to-day cleaning of civil structures in and around the Amenities; and the office of the Executive Engineer (Elect.), DPA shall be responsible for running & maintenance and safety of electrical articles/ equipment.

16.1 The offices of the Executive Engineer (TD) and/or Executive Engineer (Elect.), as the case may be, shall carry out the works in and around the Amenities, in consultation with the office of the Personnel Officer; and on completion of such works provide details of the works carried out or articles/equipment purchased to the office of the Personnel Officer.

16.2 The offices of the Executive Engineer (TD) and/or Executive Engineer (Elect.), as the case may be, may intimate, in advance, to the office of the Personnel Officer the maintenance breakdown, as and when warranted for.

17. **Erection of** *Shamiyana/Mandap* in Amenity : The office of Executive Engineer (TD) may ensure that playing area of Amenity shall not be used for erection of *Shamiyana/Mandap*, if any, or for seating arrangements; and *Shamiyana/Mandap*, if required, may be permitted to be erected by the Party at its risk and cost, preferably in the following designated areas; and size of such *Shamiyana/Mandap* may not exceed the size shown against them :-

Sr. No.	Amenities	Designated area in Amenity for Shamiyana/Mandap	Size of <i>Shamiyana/</i> <i>Mandap</i>
1	Cricket Ground	South West side of Cricket Ground near Lighting Tower No. 1	30 feet X 15 feet
2	Football Ground	Parallel to Eastern side compound wall of Football Ground	15 feet X 9 feet
3	Athletic Track	Eastern side of Athletic Track under Lighting Tower No. 1	30 feet X 15 feet
4	Lawn Tennis Court	No space for Shamiyana/Mandap	Not applicable
5	Open Gymnasium	Western end of Open Gymnasium	30 feet X 15 feet

18. **Security and entry of authorized persons in Amenities** : The office of the Executive Engineer (TD), DPA shall be responsible for security in and around the Amenities vis-à-vis entry and movement of authorized person(s)/party(s) in the Amenity, to which he/she/party is authorized to use, as per Entry Pass or Letter of Allotment, as the case may be.

19. **Special powers of the Chairman, DPA** : The Chairman, DPA reserves the right to waive, either fully or partly, the Monthly Fee and/or allow use of any Amenity by any person, free of charge (including without recovery of Security Deposit); and also allot any or all of the above Amenities, free of charge (including without recovery of Security Deposit), and/or waive, either fully or partly, any or all of the charges and Security Deposit, for allotment of any of the Amenities to any Party. The Chairman, DPA may alter, amend, modify and/or relax all or any of the Clauses of this Standard Operating Procedure (SOP); and in case of doubt arises as to the interpretation of any of the Clauses of this SOP, the matter shall be referred to the Chairman, DPA, whose decision thereon shall be final.

20. This Standard Operating Procedure (SOP) is in supersession of Circular No. LB/WF/ Sports Complex/905 dated 18/10/2016 and/or any other Orders/Circulars issued in relation to the above Amenities.



DEENDAYAL PORT AUTHORITY

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Administrative Office Building, Ground Floor, Gandhidham (Kutch), Gujarat - 370 201.

Annexure-I

COMMON TERMS & CONDITIONS FOR USE/ALLOTMENT OF AMENITY IN AND AROUND THE SPORTS COMPLEX AT PORT COLONY, GOPALPURI FOR GAMES

- The allotment of Amenity is subject to availability; and the allotment is liable to be cancelled, at any time, by the Deendayal Port Authority, without assigning any reasons; and in the event of such cancellation by the Deendayal Port Authority, the charges will be refunded proportionately to the Party.
- 2) Allotment of Amenity in favour of the Party is not transferable.
- 3) 'Day' timings for use on allotment of Amenity are from 08:00 hrs. to 18:00 hrs.; and 'Evening/Night' Timings are from 18:00 hrs. to 22:30 hrs.; and the Date(s) and/or Timings of allotment of Amenity shall not be changed by Party; however, the Deendayal Port Authority reserves the right to change the date(s) and/or timings of allotment, at its discretion. The timings for use include actual playing time and also valedictory/closing/ prize distribution ceremony, if any.
- 4) All the Charges including Security Deposit, except Electrical Charges, shall have to be deposited, in advance, by the Party in Cash Section, DPA through online mode of payment or Debit/Credit Card or Cheque or Demand Draft favouring 'Deendayal Port Authority'; and copy of Receipt showing payment shall have to be submitted by the Party in the office of the Personnel Officer, DPA.
- 5) Allotment of Amenity does not include the building of Pavilion/Club.
- 6) The persons/players must wear appropriate Shoes, e.g. Sneakers, while using the Athletic Track; and those using other Amenities must wear appropriate Shoes, i.e. Sports/Jogging/Running/Court Shoes, while using the Amenity; and those violating this Clause shall not be allowed to use the Amenity.
- 7) Open Gymnasium can also be used for Long Jump, High Jump, Triple Jump, Hammer Throw, Discuss Throw, Javelin Throw, Shot-put and other similar games.
- 8) In case of cancellation of allotment by the Party, except Security Deposit, all other Charges paid stands forfeited.
- 9) Deendayal Port Authority reserves the right to revise the charges; and the Party shall be liable to pay the charges, if revised.

- 10) For the game of Cricket, use of Turf Wicket is allowed only if the game is to be played by season/leather ball; and in case the game is to be played by tennis ball, the Astro Turf Wicket shall have to be used.
- 11) It shall be the responsibility of the Party to ensure that no damage is caused to the Amenity and/or any articles/equipment incidental thereto; and in the event of loss or damage, it will be recovered from the Security Deposit to the extent of loss or damage, at prevailing market rate, as assessed by the Deendayal Port Authority; and the Party shall also be liable to pay further additional amount, if any, by any other means, if the loss or damage caused to the Amenity by those Party, to whom the Amenity is allotted, at free of charge basis and/or at concessional charge basis and/or at partly charge basis, it shall be their responsibility to pay to the Port to the extent of loss or damage, at prevailing market rate, as assessed by the Deendayal Port Authority.
- 12) The Amenity shall be used only for the respective games, for which the respective Amenity is meant for; and the Party shall not use the Amenity and its premises for any purpose other than the purpose for which it is allotted.
- 13) The playing area shall not be used for erection of *Shamiyana/Mandap*, if any, or for seating arrangements; and *Shamiyana/Mandap*, if required, may be erected by the Party, at its risk and cost, in the following designated area allocated by and under the guidance of office of the Executive Engineer (TD), DPA; and size of such *Shamiyana/Mandap* shall not exceed the size shown against them :-

Sr. No.	Amenities	Designated area in Amenity for <i>Shamiyana/Mandap</i>	Size of <i>Shamiyana/</i> <i>Mandap</i>
1	Cricket Ground	South West side of Cricket Ground near Lighting Tower No. 1	30 feet X 15 feet
2	Football Ground	Parallel to Eastern side compound wall of Football Ground	15 feet X 9 feet
3	Athletic Track	Eastern side of Athletic Track under Lighting Tower No. 1	30 feet X 15 feet
4	Lawn Tennis Court	No space for Shamiyana/Mandap	Not applicable
5	Open Gymnasium	Western end of Open Gymnasium	30 feet X 15 feet

- 14) Cooking, serving and consumption of food inside the Amenity is prohibited; however, beverages, if required, may be served and consumed in the area allocated by the office of the Executive Engineer (TD), DPA; and the Party shall be responsible to ensure that Dustbins are used for waste; and the wastages/garbage is taken away by the Party for disposal at appropriate place outside the Port Colony. The Amenity shall not be used as a place for picnic and/or for entertainment purpose and/or for social gatherings; and the use of Amenity shall only be for the Games, for which it is allotted.
- 15) It shall be the responsibility of the Party to ensure that no Loudspeakers shall be used in the Amenity during the period of allotment. However, the Party, if so wish to, may use

the Public Address System provided in Cricket Ground, at permissible decibel level, under the instructions of office of the Executive Engineer (Elect.), DPA.

- 16) Deendayal Port Authority shall not be held responsible for failure of power breakdown, if any, and no claim, whatsoever, will be entertained in this regard.
- 17) In case of failure of power, the Party has to make its own arrangements for Generator Set and other incidental gadgets/machines, at its own cost and risk. The Generator Set is not allowed to be placed in the Amenity; however, the same may be placed in the area allocated by the office of the Executive Engineer (Elect.), DPA.
- 18) The Party shall be responsible to arrange for Drinking Water, First Aid Box, Stretcher, etc., etc., at its cost and risk.
- 19) The Party shall be responsible to ensure that the personnel working for attending to any job in the Amenity are using Personal Protective Equipment (PPE) and the personnel assigned with the job of electrical gadgets in the Amenity possess valid licenses.
- 20) The Party shall be responsible to ensure that adequate safety measures are taken while using the Amenity; and the Party shall be held responsible for accidents/fire/electrocution causing injury (including fatal) to any person and/or damage to personal property or Amenity.
- 21) The Party shall be responsible to ensure that public tranquillity is maintained in and around the Amenity; and Game should not cause inconvenience or nuisance to residents of Port Colony, including School children, Govt. offices and patients of the Port Hospital.
- 22) The Party shall be responsible for maintaining peace and harmony in and around Amenity.
- 23) It shall be the responsibility of the Party to ensure that the games to be conducted are not intended to outrage, insult, hurt any religion or the religious sentiments, beliefs or feelings of any person(s) or class or community by any means.
- 24) Deendayal Port Authority will be not be responsible for loss of personal belongings, valuables or money, if any, sustained by the Party or any other person.
- 25) Alcoholic intoxicants, smoking and/or chewing of tobacco is prohibited in and around the Amenity.
- 26) No Fire Crackers are allowed in and around the Amenity.
- 27) Usage of plastic in and around Amenity is prohibited.
- 28) The Party shall be responsible for parking of vehicles, security and seating arrangements, etc., at its own cost and risk.
- 29) No interest shall be payable on Security Deposit; and the Security Deposit will be refunded, within a period of 30 days of the last date of allotment.
- 30) In case damage or loss is caused to Amenity and/or the Party has not complied with Common Terms & Conditions, during the period of allotment, such damage/loss/penalty will be recovered from the Security Deposit and/or any other means. In case of use of

Port's electricity, the Electrical Charges, based on actual meter readings, as per applicable tariff chargeable to DPA by PGVCL, State Discom Authority, will be deducted from Security Deposit.

- 29) The Party shall ensure that only permissible gathering as per statutory orders, if any, issued by the appropriate Govt., from time to time, is allowed; and the Party shall be responsible to comply with the applicable laws and the orders, if any, issued by the appropriate statutory authorities.
- 30) The Party shall be responsible to obtain statutory permissions/clearances, if applicable, for conducting games and/or using the Amenity.
- 31) The Deendayal Port Authority shall be free to inspect the Amenity at any time during the period of allotment.
- 32) The Party shall be liable to comply with further terms & conditions, as and when imposed by the Deendayal Port Authority.
- 33) The Common Terms & Conditions shall be applicable to both, i.e. use of Amenities on day-to-day basis and on hire charge basis; and violation of Common Terms & Conditions may entail in cancellation of Entry Passes issued on day-to-day basis and forfeiture, either fully or partly, of the Security Deposit in case of allotment on hire charge basis; and debarment from use/allotment of Amenity, in future.



DEENDAYAL PORT AUTHORITY

Certified under ISO 9001:2008:14001:2004



Annexure-II

<u>CIVIL ENGINEERING DEPARTMENT</u> (T.D. DIVISION)

No. TD/_____

Dated : _____.

Sub : Damage / No Damage Certificate - Allotment of Amenity to

Ref : PO's letter No. LB/WF/_____ dated _____.

It is to certify that no damage or loss has been caused to Amenity by the Party during the period of allotment to them; and the Party complied with the Common Terms & Conditions of SOP.

OR

It is to certify that damage, assessed to be to the tune of Rs. _____ (Rupees _____ only), has been caused to Amenity by the Party during the period of allotment to them, details of which are mentioned in Annexure (enclosed).

Note : Strikeout, whichever is not applicable.

For Executive Engineer (TD) Deendayal Port Authority

Personnel Officer



DEENDAYAL PORT AUTHORITY

Certified under ISO 9001:2008:14001:2004



Annexure-III

MECHANICAL ENGINEERING DEPARTMENT (ELECTRICAL DIVISION)

No. EL/_____

Dated : _____.

Sub : Electric Unit Consumption Certificate – Allotment of Amenity to

Ref : PO's letter No. LB/WF/_____ dated _____.

It is to certify that the Party has consumed electricity of Deendayal Port Authority, during the period of allotment of Amenity to them; and based on Final Readings of the relevant Energy Meter(s), an amount of Rs. ______ (Rupees _______ only) is to be recovered from the Party, as per applicable tariff chargeable to Deendayal Port Authority by PGVCL, State Discom Authority, towards energy consumption, as per Electricity Bill (copy enclosed).

It is to further certify that no damage or loss is caused by the Party to the electrical articles/equipment of Amenity during the period of allotment to them.

For Executive Engineer (Elect.) Deendayal Port Authority

Personnel Officer