



**Office of the Executive Engineer,
Harbour Division, Nirman Building,
New Kandla (Kutch), Gujarat-370210.**



DEENDAYAL PORT AUTHORITY



Tel. No. : (02836) 270325

Email ID : kphdivision@gmail.com

ISO 9001:2008 ISO 14001:2004

No: HW/WK/EOI/O&M/

Dated : 23.10.2024

To,

Expression of Interest

**SUB. : LICENSE FOR OPERATION & MAINTENANCE OF CANTEEN AND
GARAGE & MAINTENANCE OF REST SHELTER AND TOILET BLOCK
SITUATED ON NORTH OF ROAD LEADING TO WEST GATE - II OUTSIDE
CARGO JETTY AREA AT NEW KANDLA.**

Sir,

Deendayal Port Authority intends to invite e-tender for the subject work.

Kindly submit your Expression of interest along with budgetary-offer for the subject work on the basis of tentative requirements of material enclosed herewith.

The rates quoted must be inclusive of all taxes, & exclusive of GST.

Your budgetary offer for the above work should reach to the above mentioned address on or before 30.10.2024.

Address:-

Office of the Executive Engineer (H),
Harbour Division, First Floor,
Nirman Building, New Kandla,
Kutchh (Gujarat)
Email : kphdivision@gmail.com

Thanking you,

Encl. : As above

Yours faithfully,

Sd/-

Executive Engineer (H)
Deendayal Port Trust

To,

Date :

The Executive Engineer (H)
Deendayal Port Authority
New Kandla

Sub: Budgetary Offer for the work of **“LICENSE FOR OPERATION & MAINTANANCE OF CANTEEN AND GARAGE & MAINTANANCE OF REST SHELTER AND TOILET BLOCK SITUATED ON NORTH OF ROAD LEADING TO WEST GATE - II OUTSIDE CARGO JETTY AREA AT NEW KANDLA”**.

Sir

Please find enclosed h/w our offer.

Sr. No.	Item Description	Unit	Qty.	Rate to be offer by bidder to DPA
1	Operation and Maintenance of Canteen & Garage and Maintenance Rest Shelter & Toilet Block facilities situated on North of Road leading to West Gate No. 2 outside Cargo Jetty area at New Kandla by deploying minimum number of man power and equipment's and appliances as described in Special condition for smooth operation and maintenance along-with running following facilities within the area. (A) Maintenance of Toilet Block, Office building & Rest Shelter by engaging 01 No. of Sweeper on day shift basis for cleaning & maintaining hygienic condition including all the materials required for cleaning purpose like Potable Water, Nepethylene Ball, Acid, Detergent powder, Goa broom, Tiles cleaner, Air freshener spray and any items required for the purpose of cleaning and maintenance of	Months	33	

	<p>toilet and surrounding premises and also carry out all types of maintenance activities by means of repair/ replacement of pipe lines drainage line and its fittings and fixtures and periodically cleaning of chambers, septic tank, water tank etc.</p> <p>(B) Operate and maintain the Canteen facilities by deploying sufficient staff by engaging man power for cooking, services to customer and Provide cooking / Kitchen appliances by providing necessary Furniture like Table, Chair, Cup Board for storage and all necessary appliances for successful running of canteen at his own cost. It is a responsibility of Licensee to provide cooking / Kitchen appliances like Deep Freezer, Freeze, Water cooler and other required appliances at his own cost.</p> <p>(C) Operate and maintain the Garage facilities for repairing the vehicles. It is a responsibility of Licensee to provide equipment's & appliances etc. at his own cost.</p>			
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Note : The contractor shall quote the price exclusive of GST.

**DEENDAYAL PORT AUTHORITY
HARBOUR DIVISION**

**LICENSE FOR OPERATION & MAINTANANCE OF CANTEEN AND
GARAGE & MAINTANANCE OF REST SHELTER AND TOILET BLOCK
SITUATED ON NORTH OF ROAD LEADING TO WEST GATE - II OUTSIDE
CARGO JETTY AREA AT NEW KANDLA.**

Special Conditions of License

- 1) The DPA shall allow the Successful bidder hereafter referred as the licensee to Operate & Maintain the Canteen & Garage and Maintenance of Toilet Block, Office building and Rest Shelter for the period of Thirty three months (Further extendable up to 11 month).
- 2) The licensee shall take over the possession of the site within 14 days from the date of receipt of the allotment letter failing which the EMD will be liable to be forfeited, without giving any notice.
- 3) Security Deposit :
The DPA shall keep equivalent of 3 months license fee as Security Deposit. If any successful bidder surrenders the possession of premises before the completion of lease period, by giving 06 months' notice, then the security deposit can be refunded, without interest, provided the purpose for which the security deposit has been taken, has been met and is no longer required, subject to clearance / adjustments of any outstanding dues and vacant & peaceful surrender of demised premises by the successful bidder.
The Security Deposit shall be remitted through Demand Draft/Bankers Cheque/Pay Order in favour of "Deenayal Port Authority", payable at Gandhidham from Nationalized/ Scheduled Bank. If the Security Deposit amount is less than Rs. 1 Crore (Rupees one crore), it may be remitted as per the modes mentioned in above para. If the same is equal or more than one crore, then the same can be deposited in form of Bank Guarantee issued by ay nationalized/schedule bank (except o-operative bank) having its branch at Gandhidham. The format of Bank Guarantee will be provided to the successful bidder at the time of issue of pre acceptance letter. The Bank Guarantee for the Security Deposit shall be submitted and renewed time to time to over the entire lease period.
- 4) The Licensee shall depute 01 No. of Sweeper on day shift basis for Toilet Block, Rest Shelter and Office building.
Any other personnel if required for smooth operation shall be engaged by Licensee at his own cost without claiming extra amount from Licensor.
- 5) The licensee shall pay all applicable taxes rates, taxes, assessment & GST whatsoever which are payable or May hereafter be levied and payable to the Government, DPA or any other authority in respect of this pay and park scheme.
- 6) The licensee shall not make any alternations or additions to the structures without prior permission of DPA and keep the premises

space clean and in good order and condition and shall use their parking space only for the purpose mentioned in the License agreement and not for any other purpose whatsoever.

- 7) The licensee is responsible to supply the required quantity of Potable water for Office Building and Toilet block. The quantity required more shall be borne by contractor without claiming anything extra.
- 8) Licensees is responsible for all the colour and painting work required inside premises i.e. colour work of civil structure, inside and outside Colour work of Canteen Building, Garage, Rest Shelter, Toilet Block and Office Building etc. once during contract period of 33 months.
- 9) The licensee shall permit the employee and employees of the DPA or any other persons authorized by the DPA or any person authorized by the DPA to enter upon and inspect the said premises and to call for any information relating to the Parking and records maintained by the licensee in this behalf and responsible to comply all observation raised by DPA.
- 10) The licensee shall be responsible for observances of all rules and regulations laid down, or as may be laid down, hereafter from time to time by DPA in this behalf.
- 11) The licensee shall carry on the work of fulfillment of his/their obligation undertaken by them to the entire satisfaction of the DPA. The licensee shall be responsible totally for all activities on site including those of their employees temporary or otherwise. The licensee shall also be held responsible for any misbehavior over charging or illegal activities etc. done by them or their employees during manual operation of site.
- 12) In the event of the site being required for DPA use or required to be closed for any reason the DPA shall be at liberty to terminate the License even before the expiry of the License period and licensee shall vacate the site forth with and shall not claim any compensation damages except proportionate reduction in license fees, if paid in advance and shall not claim for any alternate site. On expiry of License herein or earlier termination of the License, the licensee shall immediately hand over the vacant and peaceful possession of the canteen building, garage, rest shelter and toilet block vacate the site in the original conditions. If the extension to the License is granted by DPA after the expiry of License, the licensee will have to operate & manage the facilities scheme during the extended period or any other alternate arrangement made by the DPA at the same condition of payment executed while entering the License.
- 13) The licensee shall be responsible for any damages, loss or injury whatsoever that may be caused at any time to any property of the DPA. The Licensor i.e. DPA shall not be responsible for any damages, loss or injury to any person or persons including third party while maintaining the said premises.
- 14) The licensee shall keep the DPA, their Officer and servants harmless and indemnified from and against all losses, suits, damages, costs, charges and claims, and demand, whatsoever including claim under the Workmen's Compensation Act, 1924, their Officer or servants may

- sustain incur or become liable to pay by reason of any consequences of any injury to any person or to any property either belonging to the DPA whether resulting directly through any accident or otherwise to life or property. The licensee shall submit the copy of workmen's compensation insurance policy, Third party insurance of min. 5 lakh, and Licensees all risk policy for the license period to the nodal officer.
- 15) Nothing herein contained shall be construed as conferring upon the licensee any rights, over the parking space or creating or transferring any interest in the said premises in favors of the licensee.
 - 16) In case of any dispute or question, the DPA's decision shall be final and binding upon the licensee.
 - 17) It will be mandatory on the part of licensee to operate & maintain the assets till the date of expiry once it is allotted. If licensee discontinue the License of assets on his own, for one or the other reason, the security deposit & fees for remaining License period till any other alternate arrangement made by the DPA will be recovered.
 - 18) In the event of breach of any of the terms and conditions of this agreement by the licensee the DPA shall be at liberty to revoke License within 7 (seven) days' notice or penalty will be imposed in case of such observation / default.
 - a. Committed breach of any of the terms of License or
 - b. Has failed to comply with the instruction issued by DPA or its authorized officer or
 - c. Despite previous warning is otherwise persistently or flagrantly neglecting to comply with any of the obligation under the License or
 - d. Non courteous rule behavior with the travelers / customers or
 - e. If the entire premises is not maintained in reasonably clean condition by licensee the DPA shall have power to get the premises cleaned at the risk and the cost of licensee.
 - f. In case the licensee is found subletting or transferring the benefits and the privileges of the License hereby granted or any part thereof or any interest therein to any person or persons without the approval of DPA, his License will be terminated.
 - 19) The licensee shall be liable to pay penalty of Rs. 1000/- per occurrence in case the Sweeper not available at location
The licensee shall pay penalty amount + applicable GST mentioned above within 7 days of issue of penalty memo failing which same will be recovered from security deposit. No further correspondence will be entertained in this respect.
 - 20) It is responsibility of licenser to erect boards of 3' X 2'6" size, painted in retro reflective lettering in Hindi, Gujarati & English mounted at appropriate places indicating all the available facilities at his own cost.
 - 21) It is responsibility of licenser to strictly maintain cleanliness within the premises.
 - 22) It is responsibility of licenser, the allottee shall follow all safety norms as may be prescribed by the competent authority including DPA from

time to time.

- 23) It is responsibility of licenser to provide adequate manpower to effectively run the services.
- 24) The Licensee shall ensure proper maintenance of Office building, Rest Shelter and Toilet block etc.
- 25) It is a responsibility of Licensee to provide cooking / Kitchen appliances at his own cost.
- 26) It's a responsibility of Licensee to Provide Furniture like Table, Chair, Cup Board for storage and all necessary appliances, utensils etc. for successful running of canteen at his own cost.
- 27) It's a responsibility of Licensee to provide all the required equipment's and all necessary appliances etc. for successful running of Garage service at his own cost.
- 28) The Licensee is free to take away all the material after License period, which is purchased for successful running of canteen by Licensee.
- 29) The Licensee shall ensure proper maintenance of office building, rest shelter and toilet block and all the fixtures provided by DPA inside buildings and responsible to replace damage fixtures failing which the necessary charges of the fixture will be deducted as per Present Market rate and fixing charges from Security deposit submitted by Licensee.
- 30) The Licensee shall be responsible for the timely payment of wages to the staff employed by him as provided in the minimum wages Act, and other acts/regulations in force time to time, including the abolition of Contract Labour Act, 1970.
- 31) The Licensee shall ensure for cleaning of Toilet Block of Nahni traps, Gully traps, internal sanitary fittings, internal sanitary lines, Inspection chambers, Manholes, cleaning of Septic tank, Drainage lines upto main line, Periodically cleaning of Underground and overhead Water Tank, cleaning of Septic tank by tractor mounted emptier, Repair and maintenance of R O System etc.
- 32) The Licensee will not be entitled to any refund, rebate or requisition in license Fee or any account whatever including strikes, lockout, non-availability of part of parking area on account of repair or maintenance work and the Licensee shall be liable to pay the license fee in advance as per terms and conditions.
- 33) The Firm/Licensee should not have been blacklisted in past from any organization, if this information found false, action as deemed fit shall be taken against the firms like cancellation of contract, removal of name of the firms from the list of Licensees at DPA and forfeiture of Security/performance money.
- 34) In the event of breach of any of the clause of the agreement, the Management shall cancel the permission to use the premises and to resume the receptive of the premises without any notice. The Licensee shall vacate the premises occupied by them within 24 hours. Failing which he shall be liable to pay damages Rs. 5000/- per day failing which the same will be recovered from his security and the guarantee/ Surety.
- 35) That the Licensee providing their staff should abide by rules of labour

- law, etc. Any dispute arising in the court will be the responsibility of the Licensee.
- 36) That the Licensee will indemnify the DPA for implementing all labour court decision. Any complaint by their staff deployed at DPA shall be passed on to the Licensee to settle the same.
- 37) Any dispute arising out of this contract agreement during or after the currency of the contract period shall be subject to the court under Gujarat jurisdiction only.
- 38) If any damage to the port property done by Licensee or any user, Licensee has to restore the same at his cost failing which DPA will repair the same & necessary cost will be recovered from Licensee.
- 39) All the labour / staff deployed by Licensee should have Police N.O.C. / verification of identity.
- 40) Licensee is responsible for all the activities inside the premises. If any accident occur or any happens due to accident inside premises. Licensee will be answerable & DPA will not be made party under such circumstances.
- 41) Department will conduct the Inspection frequently for maintenance of complete asset, performance of Licensee in maintenance of asset as well as operation related inspection. If anything found not in order, or poor performance in maintenance the asset as well as running and operation of canteen, garage, toilet block or plantation etc., necessary penalty upto the extent of Rs. 10000/- will be imposed on licensee. All the observation made during inspection should be corrected within 7 days' time after Inspection report. For this purpose an Inspection Register to be maintained by Licensee at site of work.
- 42) After expiry of licensee period the property is handed over to DPA, after Joint Inspection and Licensee is responsible to repair all the damages prior to handing over the asset to department. If he fails to repairs the same, the cost towards repair of such damages will be recovered from Security Deposit.
- 43) Premises to be inspected by licensee before submitting the offer :
Entire premises shall be allotted in its present condition on as is where is basis. The licensor shall have to inspect the site at their own cost and it shall be deemed that they have fully aquatinted themselves with all their aspects of the entire premises like site conditions, size, including rocky out crop in front of entire premises, inside premises OR in vicinity etc. No claim so whatsoever will be entertained by DPA in future for improving conditions of entire premises on account of lack of infrastructure OR for any reasons whatsoever. DEENDAYAL PORT AUTHORITY shall not entertain any request / claim from any tenderer for leveling, redressing, rectification of entire premises etc. The entire premises are to be utilized for Canteen and Garage facilities only. The entire premises are to be allotted "On as is where is basis".
- 44) The licensee hereby covenants with the licensor as follows :
- a) To pay the electricity bills for the electricity consumed for lighting the demised premises i.e. Canteen & Garage and for operation of air conditioners, fans, computers, Garage

equipment's and electrical appliances etc. in the demised premises.

- b) Not to make any structural alterations into or upon the demised premises or make any alterations or additions to the external appearance or any part of the demised premises without the previous consent of the Licensor in writing.
- c) To use the demised premises for canteen and garage purposes of the Licensee.
- d) To insure and keep the demised premises insured against loss or damages by fire with an insurance company approved in writing by the Licensor for an amount which shall not be less than 25 Lakhs.

Contractor

**Executive Engineer
Harbour Division**

