DEENDAYAL PORT AUTHORITY

TENDER NO. LS- 17/2025

TENDER DOCUMENTS FOR

TENDER NO. LS-17-2025 – "ALLOTMENT OF LAND ADMG. 125 ACRES THROUGH E-TENDER CUM E-AUCTION FOR THE PURPOSE OF DEVELOPMENT OF FERTILIZER COMPLEX ON 30 YEARS LEASE ON AS IS WHERE IS BASIS."

SUPERINTENDING ENGINEER(KL)

DEENDAYAL PORT AUTHORITY
LAND SECTION,
ROOM NO. 15
ENGINEERING DEPARTMENT,
ADMINISTRATIVE OFFICE BLDG.,
POST BOX NO.50
GANDHIDHAM (KUTCH) – 370 201
DIST: KUTCH
STATE: GUJARAT

TENDER NO. LS-17-2025 – "ALLOTMENT OF LAND ADMG. 125 ACRES THROUGH E-TENDER CUM E-AUCTION FOR THE PURPOSE OF DEVELOPMENT OF FERTILIZER COMPLEX ON 30 YEARS LEASE ON AS IS WHERE IS BASIS."

INDEX

CHAPTER NO	CONTENTS	PAGE NUMBERS
1	NOTICE INVITING TENDER	
2	CHAPTER NO. 1 [INSTRUCTION TO TENDERERS)	
3	CHAPTER NO. 2 [FORM OF APPLICATION)	
4	CHAPTER NO. 3 [TENDERING PROCESS].	
5	CHAPTER NO. 4 [TERMS AND CONDITIONS]	
6	CHAPTER NO. 5 [UNDERTAKING FORM)	

DEENDAYAL PORT AUTHORITY
Administrative Office Building,
Estate Division (Kandla Land Section),
Gandhidham, Kachchh, Gujarat – 370 201

E - TENDER NOTICE NO. LS – 17/2025

No: LW/PL/ 3669 **DATED: - 01-01-2025**

NAME OF WORK	**TENDER NO. LS-17-2025 – "ALLOTMENT OF LAND ADMG. 125 ACRES THROUGH E-TENDER CUM E-AUCTION FOR THE PURPOSE OF DEVELOPMENT OF FERTILIZER COMPLEX ON 30 YEARS LEASE ON AS IS WHERE IS BASIS."**
COST OF TENDER DOCUMENT (NON – REFUNDABLE)	Tender fees (Nonrefundable) of Rs. 5,900/- (Rs. Five Thousand Nine Hundred Only) i.e. Rs. 5,000/- + GST @18% is to be submitted to Deendayal Port Authority (DPA) in digital mode. The information for Digital Payment is given below: - **NAME OF BANK: BANK OF BARODA** **BRANCH: GANDHIDHAM BRANCH** **ACCOUNT NO. 10080100022427** **IFSC CODE BARBOGANKUT** **Note: -** The proof towards the above may be scanned and submitted online in the Technical Bid.
E.M.D. (Rs.)	E.M.D for the per plot as mentioned below is to be submitted to Deendayal Port Authority (DPA) in digital mode. The information for Digital Payment is given below: - **NAME OF BANK: BANK OF BARODA** **BRANCH: GANDHIDHAM BRANCH** **ACCOUNT NO. 10080100022427** **IFSC CODE BARBOGANKUT** **Note :-** The proof towards the above may be scanned and submitted online in the Technical Bid. **OR** E.M.D can also be submitted in the form of Insurance Surety Bond/ Bank Guarantee in favour of "Board of Deendayal Port Authority, issued by any Nationalized / Schedule (Except Co-operative) Bank only having Its branch at Gandhidham as per the format attached with tender documents. The Bank Guarantee/ Insurance Surety Bond should be valid for minimum period of six months from the date of opening of on-line technical bid, as mentioned under: -

S. N.	Description /Location	Area (sq. Mtrs)	EMD (per plot)
01	02	03	04
01	Plot No. 01	505857.5 (125 Acres)	84,75,642/-

PRE – BID MEETING	Pre-Bid Meeting to be held on at 16-01-2026 hours at Board Room, A.O. Building, Deendayal Port Authority, Gandhidham.
DOWNLOADING OF TENDER DOCUMENTS	Tender Documents can be downloaded from the official web – site of deendayal port authority **https://www.deendayalport.gov.in**, **https:/www.eprocure.gov.in** **OR** **https://www.nprocure.com**

DATE OF DOWNLOADING OF TENDER DOCUMENT	**FROM 02-01-2026 12:30 HOURS TO 02-02-2026 UPTO 12:30 HRS**
LAST DATE & TIME FOR ON – LINE TENDER SUBMISSION	**ON 02-02-2026 UPTO 12:30 HOURS ON WEBSITE "www.nprocure.com"**
ON – LINE OPENING OF TECHNICAL BID	**ON 02-02-2026 AT 16:00 HOURS**

Note: FOR FURTHER DETAILS, AMENDMENTS OR EXTENSION OF TIME, PLEASE VISIT https://www.deendayalport.gov.in, https:/www.eprocure.gov.in OR https://www.nprocure.com

SUPERINTENDING ENGINEER(KL)
DEENDAYAL PORT AUTHORITY

CHAPTER - 1

DEENDAYAL PORT AUTHORITY

TENDER NO. LS-17-2025 – "ALLOTMENT OF LAND ADMG. 125 ACRES THROUGH E-TENDER CUM E-AUCTION FOR THE PURPOSE OF DEVELOPMENT OF FERTILIZER COMPLEX ON 30 YEARS LEASE ON AS IS WHERE IS BASIS."

1. **THE FOLLOWING PLOTS SITUATED AT MITHI ROHAR, KANDLA** are to be auctioned of following size and is to be utilized for the purpose as detailed hereunder:

S. N.	PLOT NO.	AREA(IN SQ. MTRS)	PURPOSE
01	Plot No. 01	505857.5 (125 Acres)	DEVELOPMENT OF FERTILIZER COMPLEX PURPOSES

Note: The tentative location drawing is enclosed.

1.1 Schedule for E-tendering / Auctioning is as under:

(i) Tender Document to be downloaded from the official website of Deendayal Port Authority**https://www.deendayalport.gov.in, https:/www.eprocure.gov.in ORhttps://www.nprocure.com.**

(ii) Tender fees (Nonrefundable) of Rs. 5,900/- (Rs. Five Thousand Nine Hundred Only) i.e. Rs. 5,000/- + GST @18% is to be submitted to Deendayal Port Authority (DPA) in digital mode. The information for Digital Payment is given below: -

NAME OF BANK	**BANK OF BARODA**
BRANCH	**GANDHIDHAM BRANCH**
ACCOUNT NO.	**10080100022427**
IFSC CODE	**BARBOGANKUT**

Note: The proof towards the above may be scanned and submitted online in the Technical Bid.

(iii) E.M. D for the per plot as mentioned below is to be submitted to Deendayal Port Authority (DPA) in digital mode. The information for Digital Payment is given below: -

NAME OF BANK	**BANK OF BARODA**
BRANCH	**GANDHIDHAM BRANCH**
ACCOUNT NO.	**10080100022427**
IFSC CODE	**BARBOGANKUT**

Note: - The proof towards the above may be scanned and submitted online in the Technical Bid.

OR

The E.M.D. can also be submitted in the form of Insurance Surety Bond /Bank Guarantee from any Nationalized Bank/Schedule Bank having branch at Gandhidham as per the formats attached. The Bank Guarantee should be valid for minimum period of six months from the date of opening of On-Line Technical Bid

The E.M.D. will not carry any interest.

During the submission of On-line tender, the Demand Draft (DD)/ Bankers' Cheque (BC)/ Pay Order (PO) / Bank Guarantee for E.M.D. & Demand Draft (DD)/ Bankers' Cheque (BC)/ Pay Order (PO) for tender fee shall be submitted in electronic format only through on line (by scanning) while uploading the bid.

This submission shall mean that E.M.D. & tender fees are received. Accordingly, offer of those shall be opened whose E.M.D. & tender fee is received electronically. However, for the purpose of realization, bidder shall send the same in original to **Superintending Engineer (Kandla Land)** at the time of tender opening or send the same through R.P.A.D/Courier/Hand Delivery, so as to reach to **Superintending Engineer (Kandla Land)**, Land Section, Room No.15, A.O. Building, Gandhidham **within 7 days from the date of opening.**

(iv) If any queries regarding tender documents, the list of queries may be sent on email/letter to **dptlandsection@gmail.com** by **up to 18:00 hours.**

(v) The Pre-bid meeting will be held on 16-01-2025_ **at 12:00 Hours** at Board Room, AO Building, DEENDAYAL PORT AUTHORITY, Gandhidham.

(vi) The Last date and time for the online Tender submission is as mentioned above.

(vii) The Date of Online Opening of the Technical bid is as mention above.

(viii) Online Opening of Commercial bid. (will be intimated in due course)

(ix) Online auction date and time for the Plot (will be intimated in due course).

(x) Bids where in proof of EMD, Tender fee and scanned copy of integrity pact duly signed by the bidder and witness, is not uploaded in Technical Bid, same shall be treated as non-responsive.

1.2 DOWNLOADING TENDER DOCUMENT:

Tender documents will be available on web site up to date and time as shown above. Tenderer who wish to participate in this tender shall have to register on web site **https://www.nprocure.com**

1.3 DIGITIAL CERTIFICATE:

Tenderer who wish to participate in online tendering shall have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, by using which they can sign their electronic tenders. Tenderer can procure the same from any of the licensed certifying Authority of India or can procure from (n) code solutions – a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India. All tenders shall be digitally signed. For details regarding digital signature certificate and related training the below mentioned addressee shall be contacted. In case tenderer needs any clarification/assistance or training for participating in online tender, they can contact the following office.

(n) Code solutions
A division of GNFC
301, GNFC Infotower, Bodakdev,
Ahmedabad – 380 054 (India)
Fax: +91 79 26857321
E-mail:nprocure@ncode.in

Contact Details
Phone
Airtel: +91-79-40007501, 40007512, 40007516, 40007517,40007525
BSNL : +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516,517,525)
Reliance : +91-79-30181689

Fax : +91-79-26857321, 40007533
TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

1.4 Tenderers who already have a valid Digital certificate need not procure new Digital certificate.

1.5 ON LINE SUBMISSION OF TENDER:

Tenderers can prepare and add on their bid any number of times prior to the last date and time prescribed for tender submission. However, the tenderer shall not be permitted to edit in any case after the last date and time prescribed for submission of tender as specified here under. No written or online request in this regard shall be entertained. Tenderers shall submit their tender in Electronic format only on above mentioned website and prior to the date and time mentioned above, and the tender shall be digitally signed by the authorized person of the tenderer. Tender documents in any other form including in physical form shall not be accepted and the same shall be accepted in the electronic format.

1.6 A scanned copy of all details as required shall be uploaded in electronic format only. During the opening of online technical bid if it is found that above details

as mentioned are not submitted in electronic format, tenders of such tenderer shall not be considered.

Tenderer must invariably quote the rate online on every Commercial bid, failing which they shall not be allowed to participate in the on-line auction.

1.7 The online tenders shall be uploaded as date mentioned above. The tender document comprises of 03 (three) parts (i) EMD, Tender Fees and Integrity Pact (ii) Technical bid and (iii) Commercial bid.

(i) Tender Document to be downloaded from the official website of Deendayal Port Authority**https://www.deendayalport.gov.in, https:/www.eprocure.gov.in ORhttps://www.nprocure.com.**

(ii) Tender fees (Nonrefundable) of Rs. 5,900/- (Rs. Five Thousand Nine Hundred Only) i.e. Rs. 5,000/- + GST @18% is to be submitted to Deendayal Port Authority (DPA) in digital mode. The information for Digital Payment is given below: -

NAME OF BANK	**BANK OF BARODA**
BRANCH	**GANDHIDHAM BRANCH**
ACCOUNT NO.	**10080100022427**
IFSC CODE	**BARBOGANKUT**

Note: - The proof towards the above may be scanned and submitted online in the Technical Bid.

(iii) E.M. D for the per plot as mentioned below is to be submitted to Deendayal Port Authority (DPA) in digital mode. The information for Digital Payment is given below: -

NAME OF BANK	**BANK OF BARODA**
BRANCH	**GANDHIDHAM BRANCH**
ACCOUNT NO.	**10080100022427**
IFSC CODE	**BARBOGANKUT**

OR

The E.M.D. can also be submitted in the form of Insurance Surety Bond/ Bank Guarantee from any Nationalized Bank/Schedule Bank having branch at Gandhidham as per the format attached. The Bank Guarantee should be valid for minimum period of six months from the date of opening of On-Line Technical Bid

1.9 The Proof of the Tender Fees and EMD made through digital mode or original BG/ Insurance Surety Bond shall be submitted so as to reach the Office of the **Superintending Engineer (Kandla Land)**, DEENDAYAL PORT AUTHORITY within 7 days from the date of opening of Technical bid through Registered AD Post / Speed Post only. The cover containing Tender fees and EMD shall be super-scribed by TENDER FEES AND E.M.D. FOR THE WORK OF **TENDER NO.**

1.10 OPENING OF TECHNICAL TENDER:

Technical Bids shall be first opened online as date and time mentioned above in the Office of **Superintending Engineer (Kandla Land)**, Deendayal Port Authority, Room No.15, Land Section, A.O. Building, Gandhidham (Kutch) – 370201 and price bids shall be opened only in respect of bidders who are technical qualified.

1.11 Technical bid shall be opened first and shall be evaluated as per procedures mentioned in the tender documents. The decision of the committee on evaluation of the bids shall be final and binding to every tenderer.

1.12 OPENING OF ON-LINE COMMERCIAL BID:

On-Line Commercial bid of only qualified tenderers, whose technical bid is qualified, shall be opened. Tenderer must invariably quote the rate online above the reserve price as per the tender condition No. 1.23 on every Commercial bid, failing which they shall not be allowed to participate in the on line auction.

1.13 CONTACTING OFFICER:

For Further details, /clarification if any will be available from the **Office of Supdt. Engineer (Kandla Land), Deendayal Port Authority, Land Section, Room No.15, A. O. Building, Gandhidham, Kutch. Mobile Numbe +91999877742**

1.14 The tender documents fees for online tender documents shall not be refunded under any circumstances.

1.15 Tenders without tender fees, EMD, Integrity Pact and which do not fulfill all or any of the conditions of tender document shall be rejected outright. Tender with incomplete details in any aspect shall also be rejected.

1.16 Conditional tender shall not be accepted.

1.17 This tender notice shall form a part of tender document.

1.18 The tenderers are advised to read carefully all the Instructions and conditions stipulated in the tender documents.

1.19 The Deendayal Port Authority reserves the rights to reject any or all tenders without assigning any reason thereof.

1.20 Tenderers are bound by the Deendayal Port Authority rules and regulation being issued from time to time.

1.21 Any kind of amendment shall be published only on-line and shall be final and binding to all the tenderers. The Pre-Bid Clarifications will be uploaded on the

websites **https://www.deendayalport.gov.in**, **https:/www.eprocure.gov.in ORhttps://www.nprocure.com**

1.22 The details of tenders can be seen on website **https://www.deendayalport.gov.in, https:/www.eprocure.gov.in ORhttps://www.nprocure.com.**

1.23 The reserve price in terms of annual lease rent has been mentioned in tender documents as per **Annexure – A.** The Tenderers shall have to bid above this rate for the plot. If any bidder quotes the rates not above the Reserve Price, the bid shall be rejected outright.

1.24 Schedule of the plot offered for allotment along with eligible criteria is mentioned in the tender documents.

1.25 The bid submitted by the tenderers shall have valid digital signature certificate.

1.26 Every tenderer shall mention their E - Mail address, Mobile Number / Contact Number in technical bid.

1.27 E-Auction

(a) After opening of commercial bids, plot will be put on e-auction and the tenderers, whose commercial bids have been opened will be eligible to participate in the e-auction of the plot.

(b) After opening of commercial bids, the total of the reserve price and the highest premium over and above the reserve price received for any particular plot will become the reserve price (base price) of that particular plot for e-auction and the participant bidders have to quote over and above that revised reserve price for getting that plot.

(c) The time of Ninety (90) minutes shall be granted for e-auction. In case if any tenderer submits his offer during the last five minutes before the prescribed time of 90 minutes getting over, the time for offer shall be automatically extended for further five minutes and such time can further be extended in the similar fashion, unlimited times. If no tenderer submit the further offer in the extended five minutes time, the auction shall be closed automatically.

(d) The minimum increment in the offer shall be in multiple of Rs.10=00 (Rupees Ten Only) per sq. Mtrs in respect of the plot and increment in offer below Rs.10=00 shall not be considered for e-auction.

(e) In case none of the qualified bidders participate in E-Auction, the plot shall be offered to the bidder who has quoted highest rate in the Price bid by adding one increment to the Reserve price (Base price) fixed for E-auction.

1.28 ELIGIBILITY CRITERIA:

Any individual / proprietorship firm / Partnership Firm / Company registered under the Indian Companies Act, 1956 /2013 shall be eligible to tender for plot. The following documents shall invariably required to be submitted along with the technical bid. All the documents are to be submitted online failing which the bidder shall stand disqualified.

(I) TECHNICAL BID

1. Tender Fees (Non-refundable) of **Rs.5900.00** (Rs. Five Thousand Nine Hundred Only) (i.e. Rs.5000.00 + GST @18%) is to be submitted to DEENDAYAL PORT AUTHORITY in form of Digital Mode. The information required to make for digital payment is given below.

NAME OF BANK	**BANK OF BARODA**
BRANCH	**GANDHIDHAM BRANCH**
ACCOUNT NO.	**10080100022427**
IFSC CODE	**BARBOGANKUT**

2. The E.M.D. of above plots as mentioned in the N.I.T is required to be submitted to DEENDAYAL PORT AUTHORITY in form of digital mode as per the above bank details. The E.M.D. can also be submitted in the form of Insurance Surety Bond /Bank Guarantee from any Nationalized Bank/Schedule Bank having branch at Gandhidham. The Bank Guarantee should be valid for minimum period of six months from the date of opening of On-Line Technical Bid.

   The E.M.D. will not carry any interest.

3. Integrity Pact duly signed by bidder and witness has to be submitted in Technical Bid, failing which bid shall be treated as non-responsive. If the Bidder / Contractor is a partnership or a consortium, IP agreement must be signed by all partners or consortium members failing which bid will be considered as non-responsive.

(II) **Technical Bid**

1. The Technical bid i.e. tender documents, Pre-Bid clarifications, except commercial bid is required to be submitted duly sealed and signed at each page.

2. Attested true copy of Partnership deed in case the application is submitted by partnership firm, attested true copy of Memorandum of Association and Article of Association/ Bye laws in case of the application is submitted by a company along with certificate of incorporation.

3. Status of firm, name and designation of the proprietor/partners/directors /shareholders etc. with profit sharing ratio and/or share holding pattern certified by concern authorities or Chartered Accountant/Company Secretary are also required to be scanned and submitted Online.

4. Power of Attorney in favour of the person signing the application and undertaking on behalf of a partnership firm on requisite bond OR Resolution of the Board of Directors duly notarized in case of company.

5. Copy of PAN card & G.S.T. Registration.

6. Reports on the financial standing of the Bidder, such as balance sheet, profit and loss statements and auditor's reports for the past five years.

7. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

8. An undertaking to the effect that no change has been made in the tender documents;

9. An Undertaking that they have not been banned / de-listed by any reputed organization in past.

10. All the bidders will be eligible to participate in E-Tendering process only after clearing of all the outstanding dues, if any.

11. An undertaking stating that bidder do not have conflict of interest that effect the bidding process.

Note

(1) **All above documents are to be submitted on line in technical bid. In case of non-submission of any document online, the bidder shall be treated non-responsive.**

SUPERINTENDING ENGINEER(KL)
DEENDAYAL PORT AUTHORITY

Signature of Applicant

CHAPTER - 2

FORM OF APPLICATION FOR TENDER NO. LS-17-2025 – "ALLOTMENT OF LAND ADMG. 125 ACRES THROUGH E-TENDER CUM E-AUCTION FOR THE PURPOSE OF DEVELOPMENT OF FERTILIZER COMPLEX ON 30 YEARS LEASE ON AS IS WHERE IS BASIS."

NOTE: Application form should be filled-in completely in all respects by attaching Annexures, if any. Incomplete forms will not be considered for allotment of plot. The Chairperson, DEENDAYAL PORT AUTHORITY, at his absolute discretion, may reject any application without assigning any reasons. Mere submission of application will not create any right or claim for allotment of plot in favour of the Applicant.

1. PARTICULARS OF THE APPLICANT (S):		
A.	Name(s) and address of Applicant(s) in Block letters (Surname first) State whether Shri / Smt / Kum.)	
B.	Name of the Firm/Company, Postal Address / Registered Office / E-Mail Address / Mobile Number:	
C.	EMAIL ADDRESS & MOBILE NUMBER	
D.	Present, profession / business/ Industry / occupation of Applicant:	
E.	Mention clearly whether the Project Is Export Oriented OR Import Oriented.	
2. CONSTITUTION OF THE FIRM / COMPANY		
A.	State whether it is (i) Proprietary (ii) Partnership (iii) Private Ltd. (iv) Public Limited or (v) Co-operative Society (vi) Trusts (vii) Individual/LLP etc.	
NOTE :		
	In case of Partnership firm, names of all partners should be furnished, indicating their shares. Copy of the Partnership Deed should be enclosed. If application is preferred on behalf of existing company, private or public Ltd. company, a copy of Memorandum and Article of Association of the Company together with Certificate of Incorporation and a copy of Resolution	

	authorizing the Applicant to apply on behalf of the Company should be enclosed. If the Application is being made in the capacity of a Promoter of proposed Company, it may clearly be so stated. If it is a Society whether it is registered under Co-operative Societies Act or Societies Registration Act may be stated. Details of Registration Number and date may be given)	

3. PARTICULARS OF PLOTS APPLIED FOR :

S. N.	PLOT NO.	AREA(IN SQ. MTRS)	PURPOSE
01	Plot No. 01	505857.50 (125 Acres)	DEVELOPMENT OF FERTILIZER COMPLEX PURPOSES

D E C L A R A T I O N

I / We declare that I / We have gone through the Terms and Conditions set out for the lease of land, Rules and Procedure of allotment and also terms of Lease Deed and hereby undertake to abide by the same. I / We also agree that if in the event of the offer of allotment of any of the plot applied for being made to me / us and if I / We fail to take over the possession of the said plot, the Earnest Money remitted hereunder will stand forfeited in favour of DEENDAYAL PORT AUTHORITY.

2. I / We also agree that the Earnest Money remitted hereunder will be held by the Port Authority without interest.

3. I / We further state that the particulars given above are true and correct to my / our knowledge and belief and that no material facts have been concealed or withheld.

PLACE: _____

DATE : _____

_____

Signature(s) of applicant (s) with name below in bracket in capital letters. Status of applicant (s) as individual / Partner of a Firm or Director of a Company or Promoter of Firm or Company Managing Trustees with Seal indicating the position held by the Applicant.

(Copy of Power of Attorney / Letter of Authority enclosed)

To,
The Suptd. Engineer(KL)
ESTATE DIVISION
DEENDAYAL PORT AUTHORITY
POST BOX NO. 50
GANDHIDHAM (KUTCH)

CHAPTER-3

TENDERING PROCESS

3.1 The tenderer shall have to submit the tender in three volumes as described Below:

Volume -I	**Technical bid**
Volume-II	**Commercial bid**

3.2 **CONTENTS OF THE TECHNICAL BID:**

The Technical bid shall invariably be submitted along with information/documents as required under Clause 1.28 & 4.5, failing which, tender shall be rejected and commercial tender of such tenderer shall not be opened.

3.3 In case the tenderer is a consortium of firms, information of each member of consortium with copy of the agreement between the consortium members, clarifying the role and the responsibility of every member including pattern of investment and profit sharing arrangement of every consortium members shall be submitted with the tender documents.

3.4 The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. The tenderer shall also produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm or resolution of the board of directors in case of company with the tender documents.

3.5 The EMD of the unsuccessful tenderer will be refunded immediately after the issuance of the Allotment letter to the successful tenderer.

3.6 Whereas, in the case of successful tenderer, the EMD will be refunded only after the receipt of annual lease rental and Security Deposit amount paid by the bidder to D.P.A and after the execution of lease deed by the bidder. Provided that if the successful tenderer does not comply the conditions or accept the letter declaring him as successful tenderer, or does not remit the advance lease rental and security deposit within the stipulated time OR extension granted, then D.P.A. shall forfeit the EMD and the tenderer shall lose the right to use the plot.

3.7 Tenders without Tender fees, Integrity Pact and EMD shall not be considered valid and Technical bid of those tenderer shall not be opened.

3.8 In case of successful bidder defaults in payments, the same shall be offered to 2nd /next highest bidder on same rates (i.e. 2nd/next bidder should match the bid with highest bidder) on same terms and conditions.

Signature of Applicant **Supdt. Engineer (KL)**
DEENDAYAL PORT AUTHORITY

CHAPTER – 4

TERMS AND CONDITIONS

4.1 APPLICATIONS RECEIVED EARLIER IF ANY:

All the offers received prior to inviting online tenders as mentioned herein shall be treated as cancelled. The tenders received through online tendering shall only be considered.

4.2 PLOT TO BE INSPECTED BY TENDERER BEFORE BIDDING:

Each plot shall be auctioned in its present condition on as is where is basis. The Tenderer 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 plot like site conditions, size, including rocky out crop in front of plot, inside plot OR in vicinity etc. No claim so whatsoever will be entertained by D.P.A. in future for improving conditions of plots 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 plots etc. The Plots are to be utilized as purpose mentioned as under. The Plots are to be allotted "On as is where is basis". The plot will have to be developed by the allottees including the approach road for allotted plot at their own cost including cost of the basic amenities such as water supply, drainage, electricity etc.

4.3 TENDER DOCUMENT TO BE READ AND UNDERSTOOD CAREFULLY:

The tenderer shall deemed to have read and understood the tender document and the Amended Land Policy Guidelines, 2015 and subsequent clarification issued by Ministry from time to time and are fully conversant with the provisions applicable.

4.4 AREA OF THE PLOT:

S. N.	PLOT NO.	AREA(IN SQ. MTRS)	PURPOSE
01	Plot No. 01	505857.5 (125 Acres)	DEVELOPMENT OF FERTILIZER COMPLEX PURPOSES

*However, the measurement will subject to actual Survey and demarcation upon finalization of the bid. The particulars of the plots are shown in the Plan as **Annexure – B** (enclosed with Bid document). No dispute whatsoever regarding the size of the Plot shall be entertained by the D.P.A.*

4.5 DETAILS OF STATUS / CONSTITUTION OF THE TENDERER:

The tenderer shall invariably mention in the Tender Documents Status of the Firm, Name and Designation of the Partners/Directors/Share Holders etc. with profit sharing ratio and / or share holding pattern etc. along with certified copy of all relevant documents. Any change made in the above constitution subsequent to submission of the Tender Documents shall disqualify the successful tenderer.

4.6. SECURITY DEPOSIT

The Port shall keep equivalent of 2 years' rentals as Security Deposit. If any successful bidder surrenders the possession of plot 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 "Deendayal 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.

4.7 PREMIUM:

I. The RESERVE PRICE Per SQ, MTRS / YEAR, for above mentioned plot has been fixed as shown in the Commercial Bid. The Bidder has to offer premium over and above the reserve price in terms of lease rental. Bidders have to invariably quote above the reserve price, failing which the same will not be considered valid.

II. The Land will be put to Tender – cum – Auction as per the Amended Land Policy Guidelines 2015 and subsequent clarification issued by the Ministry of Shipping from time to time.

4.8 Bidders, who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act, 2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions, a division of GNFC Ltd, who are licensed certifying authority by Government of India.

All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Info tower, Bodakdev, Ahmedabad. Fax: 91 79 26857321 E-mail: **nprocure@ncode.in**

The accompaniments to the tender documents as described under Clause 1.28 and 4.5 shall be Scanned and submitted On-Line along with Tender documents. **However, the originals/attested hard copies shall have to be forwarded subsequently so as to reach the Office of Superintending Engineer (Kandla Land) within 7 days of opening of the tenders. The hard copy of the tender shall also be submitted in two covers.**

Cover – I – C**ontaining EMD, Tender Fee & Integrity Pact a**nd Technical credentials).

The above mentioned Covers i.e. Cover – I should be kept in the Main Cover and this Main Cover shall be addressed to and bear the following identification

(a) **The Supdt. Engineer (KL),**
DEENDAYAL PORT AUTHORITY,
Room No. 15, A.O. Building, Estate Division,
Ground floor, Gandhidham-Kutch-370201.

(b). **(b) bear the following identification:**

Accompaniments for **TENDER NO. LS-17-2025 – "ALLOTMENT OF LAND ADMG. 125 ACRES THROUGH E-TENDER CUM E-AUCTION FOR THE PURPOSE OF DEVELOPMENT OF FERTILIZER COMPLEX ON 30 YEARS LEASE ON AS IS WHERE IS BASIS."**

COVER - I - (Containing EMD, Tender Fee & Integrity Pact) and Technical credentials)

BID REFERENCE NO. – LS – 17 /2025.

ON THE MAIN COVER, SUBJECT, NAME OF THE BIDDER, ADDRESS, MOBILE NUMBER & E-MAIL ADDRESS IS TO BE MENTIONED.

[NOTE: THE COMMERCIAL BID / PRICE BID IS REQUIRED TO BE SUBMITTED ON-LINE ONLY].

4.9 DEADLINE OF SUBMISSION OF THE BIDS:

Bids must be received by the Lessor i.e. DEENDAYAL PORT AUTHORITY in On-Line System at website **www.nprocure.com** not later than as date and time mentioned above in the event of the specified date for the submission of bids being declared a holiday by the Lessor i.e. DEENDAYAL PORT AUTHORITY, the Bids will be received up to the appointed time on the next working day.

The Lessor i.e. DEENDAYAL PORT AUTHORITY may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Lessor i.e. DEENDAYAL PORT AUTHORITY and the bidders previously subject to the original deadline will then be subject to the new deadline.

At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if

any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

4.10 LATE BIDS

After the deadline prescribed in Clause 4.9 the bids cannot be submitted in the On-Line System.

4.11 MODIFICATIONS AND WITHDRAWAL OF BIDS:

Bidders may modify or withdraw their bids before the deadline on the website as prescribed in Clause 4.9

No Bid can be modified after the deadline for submission of Bids.

Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 4.15 or as extended pursuant to Clause 4.9 may result in the forfeiture of the Bid security i.e. EMD.

4.12 BID OPENING AND EVALUATION

Bid Opening

On the due date and appointed time, the Lessor i.e. DEENDAYAL PORT AUTHORITY will first open Technical bids of all bids received including modifications made pursuant to Clause 4.11. In the event of the specified date for Bid opening being declared a holiday by the Lessor i.e. DEENDAYAL PORT AUTHORITY, the Bids will be opened at the appointed time on the next working day.

If any Bid contains any deviation from the Bids documents and / or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. All valid Financial Bids, whose technical bids have been determined to be substantially responsive in accordance with Clause 4.13 hereof, shall be opened on the specified date from declaring the results of the Technical Bid.

4.13 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

Prior to detailed evaluation of Bids, the Lessor i.e. DEENDAYAL PORT AUTHORITY will determine whether each Bid: - **(a)** has been properly digitally signed, **(b)** meets the eligibility criteria defined in Clause 1.30, **(c)** is accompanied by the required Bid security, and; **(d)** is responsive to the requirements of the Bidding documents.

A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one: (a) which effects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the Lessor i.e. DEENDAYAL PORT AUTHORITY's rights or the Bidder's obligations under the contract; or (c) whose

rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

If a Technical Bid is not substantially responsive, it will be rejected by the Lessor i.e. DEENDAYAL PORT AUTHORITY, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

4.14 EXPENSES FOR BIDDING

Deendayal Port Authority will not be responsible for any expenses incurred by the bidder in connection with the preparation and submission of bids.

4.15 VALIDITY OF BIDS

The bids shall remain valid for a period of 06 months with effect from the day of opening of tenders & shall also remain valid for 06 months from the date of e-auction, unless extension is sought for by DEENDAYAL PORT AUTHORITY and accepted by the Bidder.

4.16 RIGHT OF ACCEPTANCE OR REJECTION OF ANY BID

Unless the possession of the land is offered by DEENDAYAL PORT AUTHORITY with the sanction of the appropriate Authority after receipt of all payments from the Bidder, mere submission of Bid, payment of EMD and offering of premium will not confer any right or interest in favour of the Bidder for allotment of land. DEENDAYAL PORT AUTHORITY reserve the absolute right to reject any Bid at any time without assigning any reason thereto.

4.17 ALLOTMENT:

The allotment of the plot will be made to the techno-commercially qualified, highest Bidders of plot in e-auction and will be subject to the approval of DEENDAYAL PORT AUTHORITY Board / Competent Authority. The allotments will be subject to the above terms and conditions, terms of lease deed and as per guidelines issued by the Ministry of Shipping, Government of India, from time to time. These Allotments will be done on lease rental basis quoted by the bidder over and above reserve price in terms of the lease rentals in E-Auction.

The successful Bidder shall, within 30 days from the date of issue of the Pre-Acceptance letter by DEENDAYAL PORT AUTHORITY, remit the advance annual lease rental along with the applicable taxes and Security Deposit (being 02 years lease rental) Thereafter, the DEENDAYAL PORT AUTHORITY will issue a letter of Allotment, only after survey and demarcation of land. 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.

Further, if any extension is sought by the successful bidder, due to the reasons beyond the control of the successful bidder, then extension for a further period of 30 can be granted with the approval of the Chief Engineer, subject to the interest on delay payment @ 18% per annum on the delayed payment of lease rental.

If the successful bidder fails to remit the payment towards advance lease rental and security deposit within 30 days of the extended period, as the case may be, the Earnest Money Deposit will be forfeited, the tenderer shall lose the right to use the plot and shall not be eligible to participate in a tender process of any allotment of land for a period not exceeding three years commencing from the date of debarment.

The lease period shall commence from the date of possession of the land. The Lease Deed will have to be executed within 06(six) month from the date of possession, failing which the allotment will be liable to be cancelled and Lease Rental, Security Deposit and EMD forfeited. However, Chairperson, Deendayal Port Authority may at his discretion for special reasons grant extension of time in writing for execution of lease deed on the request to allotee in case of the Lessee fails to execute the lease deed for the above reasons beyond his control.

4.18 INDEMNIFYING DEENDAYAL PORT AUTHORITY

The allottee shall have to indemnify Deendayal Port Authority against any loss/damages to property or lives arising out of use of land.

4.19 DEVELOPMENT OF LAND:

Deendayal Port Authority will allot the land on "AS IS WHERE IS" basis. The Bidders may undertake a site visit if they so desire to study the site conditions before submissions of this. Further, the bidder shall have to make his own arrangement for discharge of effluents if any, acting in confirmative with Air and Water Pollution Acts, Environment Protection Act. or any other Acts applicable will be the responsibility of allottee. The allottee shall have to make his own arrangements for water supply, drainage, electric supply etc. from the concerned authorities.

4.20 LEASE EXECUTION

The lease period shall commence from the date of possession of the land. The Lease Deed will have to be executed within 06(six) month from the date of possession, failing which the allotment will be liable to be cancelled and Lease Rental, Security Deposit and EMD forfeited. Chairperson, Deendayal Port Authority may at his discretion for special reasons grant extension of time in writing for execution of lease deed on the request to allotee in case of the Lessee fails to execute the lease deed for the above reasons beyond his control.

4.21 LEASE PERIOD

Lease period shall be of 30 years, started from date of handing over of possession and shall not be renewed. The possession of plot shall be taken within 30 days from the date of allotment, failing which, lease period shall be commenced after 30 days from the date of allotment.

4.22 G.S.T. (GOODS & SERVICE TAX):

Reserve Price in terms of Annual Lease Rent Plus Premium quoted over and above of the Reserve Price is liable for the G.S.T. at applicable rate. (OR other tax as applicable from time to time).

4.23 PAYMENT PERIOD

The successful Bidder shall, within 30 days from the date of issue of the Pre-Acceptance letter by Deendayal Port Authority, remit the advance annual lease rental along with the applicable taxes, and Security Deposit (being 02 years lease rental). Thereafter, the Deendayal Port Authority will issue a letter of Allotment.

Further, if any extension is sought by the successful bidder, due to the reasons beyond the control of the successful bidder, then extension for a further period of 30 days can be granted with the approval of the Chief Engineer, subject to the interest @ 18% per annum on the delayed payment.

If the successful bidder fails to remit the payment towards advance lease rental, and security deposit within the extended period, the Earnest Money Deposit will be forfeited and the tenderer shall lose the right to use the plot and shall not be eligible to participate in a tender process of any allotment of land for a period not exceeding three years commencing from the date of debarment.

4.24 MORTGAGE

NOC required for pledging the Lease Deed by the Lessee will be issued subject to furnishing of all particulars of borrowings by the Bidder and payment of necessary charges as stated by Deendayal Port Authority. The procedure for fees as provided in prevailing Land Policy Guidelines / Board Approval will be strictly followed.

4.25 UTILIZATION OF LAND

If the leased land is not utilized within two years of allotment for the purpose for which it is allotted, the lease will be terminated. If the party is able to commission its production within a period of two years, then only, they can participate in the bid.

4.26 (A)APPROVALS FROM STATUTORY AUTHORITIES

Deendayal Port Authority will only issue letters of allotment in the name of allottees and the allottees will have to obtain all approvals from different authorities like clearance from Gujarat Pollution Control Board, Coastal Regulatory Zone (CRZ), Environment & Forest Department, Chief Controller of Explosives, Nagpur and other statutory clearance from various Departments as applicable under the various Acts being in force from time to time.

Deendayal Port Authority shall not be responsible for any loss/damages etc. occurring, if permission or approval of the above authorities or any other authority including Ministry of Shipping, Government of India are not granted. Deendayal Port Authority may facilitate such permission to the extent possible.

The allottees shall confirm and be bound by all the statutory rules, Petroleum Rules 1976, Labour laws, Security Regulations of Port as per ISPS Port Regulations, and bye-laws regulating the construction, maintenance, occupation and possession of building, health, sanitation and drainage and those regulations of safety, anti-pollution control etc., prescribed from time to time under the provisions of any law being in force and shall obtain clearance from the concerned competent authorities wherever required. The construction of plots will only be allowed after all such certifications / clearances from the various Departments are obtained by the Lessee.

4.27 USE OF PLOT

The lessee shall strictly use the plot for purpose for which the allotment is made (as mentioned under Sr.No.1 of Chapter – 1).

The Plots are to be allotted "On as is where is basis". The plot will have to be developed by the allottees at their own cost including cost of the basic amenities such as water supply, drainage, electricity etc. Further, various necessary statutory permissions from various statutory authorities are required to be obtained by the successful bidders. The area shown are tentative; the final area will be finalized at the time of the possession of the plots. The Lessee shall confirm that the Demised Premises along with any superstructure/substructure created thereon shall be used for processing, storage and handling of raw materials, intermediates or finished products for the proposed industrial unit only and acknowledge that any form of direct and/or indirect storage of any raw materials, intermediates or finished products which shall not be directly related to the processing activities within the proposed industrial unit shall be strictly prohibited. Once captive storage is granted by Authority, the Lessee shall agree that no relaxation seek from Authority to allow storage facility for trading purpose. Non-compliance of this condition the lease deed shall be liable to terminated with immediate effect by issuing notice and Security Deposit and annual lease rents already paid by the lessee shall be forfeited.

The Demised Premises is provided to manufacturing units for manufacturing purpose only and storage facilities developed for raw material should be used for its own use of manufacturing. The storage facilities should not be utilized for sale of raw material to any other party i.e. for marketing purpose.

"The Change of purpose shall be dealt with as per the provision of PGLM-2015 and land use plan.". The allottee shall not carry out any activity that may be considered detrimental to the interest of the Deendayal Port Authority or to the National Security.

4.28 INSPECTION OF PLOT

The allottee shall at all reasonable time allow access for inspection to the demised plot of land to the Chairperson, Deendayal Port Authority or his duly authorized officer or agent as aforesaid.

4.29 TRANSFER OF PLOT

The transfer of lease will be allowed, provided the Transferee takes over the liability of the original licensee/allottee. Such transfer shall be allowed strictly as per prevalent Land Policy Guidelines. The transfer fees will be levied as per prevailing Government Guidelines / Land Policy Guidelines in vogue at the time of transfer of leasehold rights.

4.30 EXPIRY OF LEASE

On expiry of lease term, the Lessee shall hand over the vacant and peaceful possession of the plot on the day of expiry of term of lease and in case of sooner determination of lease / cancellation of allotment of plot, the Lessee shall hand over vacant peaceful possession of the plot quietly within the time stipulated in the notice of cancellation of allotment by removing all the structures and materials etc. erected and/or lying if any on the demised premises at his cost.

However, in the event of Lessee's failure to hand over the vacant and peaceful possession of the plot within the stipulated time, it shall be lawful for the

Chairperson, Deendayal Port Authority or authorized person on his behalf to enter upon the demised premises and take over possession, at the risk and cost of the allottee of the said plot, by preparing Panchnama and remove material lying on the plot and demolish building/structures erected on the said plot, fill up any excavation etc. All such expenses, as may be paid out and incurred by DEENDAYAL PORT AUTHORITY, while acting for taking over of vacant peaceful possession of the said plot shall be recoverable from the Lessee.

In the case of cancellation of allotment and/or determination of lease before expiry of the lease period and / or completion of terms of lease, the Lessor shall not be bound to pay any compensation, damages of whatsoever nature including for loss of business etc.

After the expiry/determination of lease or forfeiture of lease on account of change of user assignment, etc., if the lessee continues to occupy it unauthorized, or if there is any encroachment, the lessee shall be liable to pay compensation for wrongful use and occupation at three times the lease rent, in accordance with the prevailing applicable SOR, till vacant possession is obtained.

Within three months of expiry / termination / determination of lease, the lessee shall remove all structures at his cost, failing which these will vest with the port free of all encumbrances.

It is hereby, expressly declared that exercise of power by the Chairperson, DEENDAYAL PORT AUTHORITY under this clause shall not preclude him from taking any action under any other relevant terms and conditions.

4.31. ADMINISTRATION OF TERMS OF ALLOTMENT:

Chairperson, Deendayal Port Authority shall administer the main terms and conditions, terms of letter of allotment, rules and procedures of allotment and terms of lease deed on behalf of 'lessor' the Board of Trustees of , Deendayal Port Authority and the Chairperson, Deendayal Port Authority or any officer entrusted with the duties and exercising for the purpose by powers of Chairperson shall issue all letters, notices, approvals and other communications in connection with the plot allotted including the notice of cancellation of allotment and/or determination of lease, notice of taking over the possession of the plot after cancellation of allotment and to take any suitable action under the said terms.

All notices bills and letters of the Port Authority posted by Regd. A.D. to the last known address of allottee/lessee and/or the plot address or are affixed on some conspicuous part of the demised premises or any structure thereon be deemed to have been duly served on the allottee.

All Rules and Regulations made by Chairperson, DEENDAYAL PORT AUTHORITY / Board of Trustees of Deendayal Port Authority, Ministry of Shipping, Govt. of India, with regard to use and enjoyment of the demised premises shall be deemed to be part of terms and conditions of allotment and shall be binding on the allottee.

The Deendayal Port Authority shall have the right in case of leases granted within the Port limits to determine the lease, before the expiry of the term in case the

demised premises are required for the Port Authority's own purpose or for the purpose of the Government.

In the event of early determination of the lease for above reasons and purposes the Port Authority Board shall have the right to resume possession of the leased land in public interest before the expiry of lease period. In such cases, subject to availability of land, the lessee may at the discretion of the Port Authority Board be given an option to relocate activities in another suitable location to be offered by the Port, as per the land use plan. Similarly, the lessee shall reserve the right to surrender the lease subject to prior notice by the lessee at least 6 (six) months in advance.

4.32 Power of Attorney in favour of the person signing the application and undertaking on behalf of a partnership firm. The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. The tenderer shall also produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm or resolution of the board of directors in case of company duly notarized with the tender documents.

4.33. CONFLICT OF INTEREST (Plot wise):

1. The bidder should have no conflict of interest (plot wise) in taking up the subject work.

2. An undertaking stating that bidder do not have conflict of interest (plot wise) that effect the bidding process.

3. DPA policy requires that the Bidders provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

4. Bidder shall not have a conflict of interest that may affect the Selection Process or the Service pursuant to this document. The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client and the Assignment/contract, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidders or the termination of its Contract. Any Bidder found to have a Conflict of Interest shall be disqualified.

5. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations under any other Agreements/Contracts or any such understanding which may place it in a position of not being able to carry out the Assignment/contract in the best interests of DPA.

6. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Selection Process, if:

   (i) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or

   (ii) There is a conflict among this and other consulting assignments/contract of the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder or

having common controlling shareholders. The duties of the Advisor depend on the circumstances of each case. While providing Services to DPA for this particular Assignment/contract, the Advisor shall not take up any assignment/contract that by its nature will result in conflict with the present Assignment; or

(iii) Any entity which has been engaged by DPA to provide goods or works or Services for an assignment/contract, will be disqualified from providing Services for the same assignment; conversely, a firm hired to provide Services for this Assignment/Contract, will be disqualified from subsequently providing goods or works or other Services related to the same assignment/contact;

7. No Sub-letting is permitted for the Assignment without DPA's prior written consent.

4.34 The Bidder has to execute the integrity pact agreement with Deendayal Port Authority (As per Appendix). Shri Amiya Kumar Mohapatra, IFoS(Retd.), *and Dr.* Gopal Dhawan, Ex-CMD, MECL, have been nominated as Independent External Monitor (IEM) for Integrity Pact whose address is as under.

Shri Amiya Kumar Mohapatra,IFoS(Retd.), Qrs. No. 5/9, Unit-9, Bhoi Nagar, Bhubaneswar-751 022. Mobile No. 9437002530 Email: amiyaifs@gmail.com	Dr. Gopal Dhawan, Ex-CMD, MECL, House No. 120, Jai Shakti Vihar, (NHPC Society) P4, Builders Area, Greate Noida Guatam Budh Nagar, Utter Pradesh-201 315. Mobile No. 8007771467 Email: gdhawangeologist@gmail.com

The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal.

The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/she shall submit the Hard Copy of the duly filled, signed IP Agreement, to the Department concerned of DPA, within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

Bidders also submit the hard copy of the Integrity Pact Form to Deendayal Port Authority, along with the Technical Bid i.e. in Cover – I.

4.35 The lease rental charges will be as per the lease deed conditions. The format of the lease deed is attached herewith **Annexure-C** for ready reference.

4.36 STAMP DUTY AND REGISTRATION: -

The stamp duty and registration charges, if any payable in respect of the preparation and execution of this Deed and its duplicate including the cost,

charges and expense of the attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee. The Lessee shall be obliged to provide a certified copy of the duly registered Deed to the Lessor within 15 (fifteen) days from the date of its registration.

Signature of Applicant

Supdt. Engineer (KL)
DEENDAYAL PORT AUTHORITY

CHAPTER – 5

"UNDERTAKING FOR THE WORK OF TENDER NO. LS-17-2025 – "ALLOTMENT OF LAND ADMG. 125 ACRES THROUGH E-TENDER CUM E-AUCTION FOR THE PURPOSE OF DEVELOPMENT OF FERTILIZER COMPLEX ON 30 YEARS LEASE ON AS IS WHERE IS BASIS."

PLACE:
DATE :

From:

_____

_____

To
Superintending Engineer (Kandla Land)
Land Section, Deendayal Port Authority,
Post Box No.50,
Gandhidham (Kutch)

SUB: OFFER OF PREMIUM FOR TENDER NO. LS-17-2025 – "ALLOTMENT OF LAND ADMG. 125 ACRES THROUGH E-TENDER CUM E-AUCTION FOR THE PURPOSE OF DEVELOPMENT OF FERTILIZER COMPLEX ON 30 YEARS LEASE ON AS IS WHERE IS BASIS."

Sir,

Please refer to your press advertisement inviting offers for *the* allotment of above plot Kandla for the purpose as mentioned above on 30 years lease basis on as is where is basis. Having visited the site and examined the drawing showing the location of the Plot and having obtained all other information from all the concerned of DEENDAYAL PORT AUTHORITY, we offer to utilize the Plot admeasuring _____for the purpose of_____.

We undertake that we have gone through the press advertisement, Procedure of Allotment, terms and conditions of Allotment and we hereby unequivocally accept all the said terms and conditions and will accept the responsibility for obtaining all the Statutory and other clearances required, if the land is allotted.

We also undertake that in the event of our withdrawing the offer before the prescribed or extended validity of bids if there is any discrepancy in the no. of plot bid for and EMD furnished, our offer will be cancelled and the Earnest Money Deposit (EMD) with you shall be forfeited in favour of Deendayal Port Authority. We agree that unless possession of the plot is offered by Deendayal Port Authority and receipt of all payments from the applicant by the Deendayal Port Authority, mere submission of application and payment of Earnest Money and quoting "PREMIUM" will not create any right in favour of us for allotment of plot and that Deendayal Port Authority reserves absolute right to reject all or any application and / or tender at any time without assigning any reason.

Yours faithfully,

(Name & Signature of the Applicant and Seal of the Company)

ANNEXURE – A

TENDER NO. LS-17-2025 – "ALLOTMENT OF LAND ADMG. 125 ACRES THROUGH E-TENDER CUM E-AUCTION FOR THE PURPOSE OF DEVELOPMENT OF FERTILIZER COMPLEX ON 30 YEARS LEASE ON AS IS WHERE IS BASIS."

PRICE – BID / COMMERCIAL BID

SR. NO.	Plot No.	AREA (IN SQ.MTRS.)	RESERVE PRICE (RS.SQ. MTRS / YEAR)	PREMIUM OFFERED OVER AND ABOVE THE RESERVE PRICE (RS. SQ.MTRS / YEAR)		TOTAL AMOUNT OFFERED (PER SQ. MTRS / YEAR) (COLOUMN NUMBER 4 + COLOUMN NUMBER 5)		GRAND TOTAL LEASE RENTAL PER YEAR
				IN FIGURES	IN WORDS	IN FIGURES	IN WORDS	AREA (3) X COLOUMN NUMBER 6
1	2	3	4	5		6		7
1	Plot No. 01	505857.5 (125 Acres)	**167.55**					

Yours faithfully,

(Name & Signature of the Applicant and Seal of the Company)

ANNEXURE-C

DRAFT LEASE DEED (SUBJECT TO CHANGE IN ANY GUIDELINES/CLARIFICATIONS)

1. THIS INDENTURE OF LEASE made on this the _____ day of the month of _____, 2025 at Gandhidham-Kutch, by and between: -

   (A) THE BOARD OF DEENDAYAL PORT AUTHORITY, (FORMERLY DEENDAYAL PORT TRUST) a body Corporate constituted under the Major Port Authorities Act, 2021 (hereinafter called the "Lessor") which expression shall, unless excluded by or repugnant to the subject or context, include its' successors, of the One Part,

   AND

   (B) **M/s. _____,** having address at: _____(hereinafter referred to as "the Lessee" which expression unless there be anything repugnant to the context, shall mean and include its' successors, legal representatives, executors, administrators and permitted assigns) of the Other Part,

2. **WHEREAS** the Lessor had on _____ invited *E-Tender cum E-Auction for the allotment of land admeasuring _____ sq. Mtrs _____ for the purpose of _____ on 30 years lease on as is where is basis at Kandla,* as approved by the competent authority and ratified by the Board vide Resolution No. _____ at its Meeting held on _____.

3. **AND WHEREAS** the lessee was the highest bidder for plot admeasuring sq.mtrs.(sq. Mtrs). which has been fully described in the schedule hereunder.

4. AND WHEREAS the Board of Deendayal Port Authority at its Meeting held on _____ resolved to approve the proposal to allot land to Lessee admeasuring _____sq. Mtrs. (sq. Mtrs)situated at Kandla, for the work of Allotment of land admeasuring _____sq. mtrs. for the purpose of _____ on 30 years lease on as is where is basis at Kandla and to execute the lease

agreement, as per the Land Policy Guidelines, 2014, read with clarifications and amendments issued by the Ministry of Shipping from time to time.

5. **AND WHEREAS** the Lessor accepted the bid of the Lessee for the said plot and issued Pre-Acceptance letter No._____ dated _____ , calling upon the Lessee to deposit the lease rental amount of Rs._____ (Rupees _____ Only) along with the applicable taxes, and Security Deposit amounting to Rs._____ (Rupees _____ Only).

6. **AND WHEREAS** the Lessee in compliance with the Pre-Acceptance letter deposited the lease rental amount of Rs._____ (Rupees _____ Only) along with the applicable taxes, and Security Deposit amounting to Rs._____ (Rupees _____ Only) vide Receipt No. _____ dated _____ and Receipt No. _____ dated _____ . . respectively.

7. NOW THIS INDENTURE WITNESSETH **that in consideration of the payment of the Lease Rental of** Rs._____ **(Rupees _____ Only) on _____ i.e. before the execution of these presents (the receipt whereof the Lessor hereby acknowledges) and in consideration of the Lease Rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee ALL THAT PLOT OF LAND containing by admeasurements _____sq. *mtrs.s= sq.mtrs.(Approx).* situated _____, within the Deendayal Port limits forming part of Gandhidham Taluka in the Registered Sub-District of Gandhidham in the Registration District of Kachchh which plot of land is more particularly described in the schedule hereunder written and with the boundaries whereof have for greater clearness been delineated on the Plan No. LW/PL/_____ dated _____ annexed to these presents and thereon coloured red TOGETHER with all rights, easements and appurtenances whatsoever to the said plot of land (hereinafter called the "demised premises") belonging or appertaining but subject to the reservations hereinafter mentioned.**

8. The demised premises at Kandla is allotted to the lessee on 30 years lease basis for _____ on as is where basis and the lessee shall strictly use the plot allotted for the purpose of _____only. Change of purpose shall be dealt as per the Land Policy Guidelines. The allottee shall not carry out any activity that may be considered detrimental to the interest of the Deendayal Port Authority, health and safety of public OR to the National Security.

The Lessee shall confirm that the Demised Premises along with any superstructure/substructure created thereon shall be used for processing, storage

and handling of raw materials, intermediates or finished products for the proposed industrial unit only and acknowledge that any form of direct and/or indirect storage of any raw materials, intermediates or finished products which shall not be directly related to the processing activities within the proposed industrial unit shall be strictly prohibited. Once captive storage is granted by Authority, the Lessee shall agree that no relaxation seek from Authority to allow storage facility for trading purpose. Non-compliance of this condition the lease deed shall be liable to terminated with immediate effect by issuing notice and Security Deposit and annual lease rents already paid by the lessee shall be forfeited.

The Demised Premises is provided to manufacturing units for manufacturing purpose only and storage facilities developed for raw material should be used for its own use of manufacturing. The storage facilities should not be utilized for sale of raw material to any other party i.e. for marketing purpose.

9. Subject always to the exceptions, reservations, conditions and covenants hereinafter contained:

(i). The lessee is entitled TO HOLD the premises hereby demised unto the Lessee for a period of THIRTY YEARS (30 years) only from____day of _____ to _____ day of _____YIELDING AND PAYING therefore the Yearly Lease Rent of Rs……..... (Rupees ..... Only) per annum with applicable Goods & Service Tax (GST) thereon payable in advance by the 05th day of due date every year at the office of the Lessor or at such places as may be notified by him for the purpose from time to time, the first such payment has already been made on _____.

(ii). The Lessor excepts and reserves unto himself all mines, minerals, coals, gold-washing earth oils and quarries in or under the demised premises and full right and power, at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining and removing and enjoying the same provided always that the Lessor shall reasonably compensate the Lessee for all damages directly occasioned by the exercise of the rights hereby reserved or any of them.

10. And the Lessee covenants with the Lessor as follows (that is to say): -

(a). The Lessee shall pay unto the Lessor the yearly Lease Rent hereby reserved on the days and in manner hereinbefore appointed. The Lessee shall however be liable to pay the lease rent at a higher rate whenever the scheduled rates are revised upwards by the Competent Authority. The annual escalation rate approved by the Board or the Competent Authority shall also be applicable from time to time. The annual escalation is applicable from 01.01.2026.

(b). The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges all assessment of every description which are now or may at any time hereafter during the continuation of this lease be assessed, charged or imposed upon or in relation to the demised premises or on any building to be erected thereupon.

(c). The Lessee shall within a period of FORTYFIVE DAYS from the date of handing over of possession of the demised premises submit to the Chairperson, Deendayal Port Authority for approval, the plans, elevations and cross sections of the structure which he proposes to erect on the demised premises together with sanitation trench and water supply system which he proposes to be installed in the building.

The construction, site plan, elevation and cross sections etc. shall be in strict conformity with the requirements of the building rules and regulations and directions as to the architectural control prescribed by the Chairperson, Deendayal Port Authority or any other officers or authority appointed by him in this regard and until the said plans, specifications etc. are approved by competent authority in writing no construction activity of whatsoever nature shall be commenced on the demised premises by the Lessee.

Such building shall be constructed in all respects in accordance with such designs, plans and specifications and in such situation and position and arranged in such manner as shall have been previously proposed and submitted by the Lessee to the Chairperson and approved in writing by him.

(d) All the required statutory clearances / permissions from different authorities like Gujarat Pollution Control Board, GoG, the Ministry of Environment and Forest & Climate Change, GoI, Chief Controller of Explosives, Nagpur and other statutory clearance from various Departments as applicable under the various Acts being in force from time to time, shall have to be obtained by the Lessee.

In addition to this, the lessee shall also obtain all the other statutory clearance from various departments under the various acts being in force as applicable from time to time. The Lessor shall not be responsible for any loss / damages etc. occurring, if permission / approval / clearance of the authorities including Ministry of Shipping, Government of India are not granted. The lessor may facilitate such permission to the extent possible but would not be responsible for obtaining permission. No construction activity shall be carried out by the lessee without any statutory clearances.

(e). (i). If the demised premises is not utilized within two years of allotment for the purpose for which it is allotted, the lease will be terminated.

(ii). The lessee shall within a period of 24 months of the taking over the possession of the demised premises erect and complete in all respect buildings/structures on the site allotted to him in accordance with the approved plans, the Lessee shall also obtain Completion Certificate from Deendayal Port Authority within a period of 24 months from the date of handing over of possession of the demised premises to the Lessee, failing which the lease shall be terminated provided, however, the Chairperson, Deendayal Port Authority may at his discretion for special reasons grant extension of time in writing for completing construction of the request to allotee in case of the Lessee fails to complete construction for the above reasons beyond his control.

(iii) And provided further that all the materials used in the said building shall be good and sound and shall have been approved by the Chairperson and the timber shall be of good teak only or such other good timber as shall be approved by the Chairperson and provided further that all drains and sewers for the said demised premises shall be constructed, made, laid and connected to the satisfaction of the Chairperson and or any Statutory Local Authority and in such position as shall be directed by the Chairperson and or by the said Statutory Local Authority.

(iv) No construction work on the demised premises shall be commenced unless the plans submitted as herein above have been approved by the Chairperson. The Lessee shall not make any alterations or additions to the building so approved as aforesaid either external or internal so as to effect any of the architectural or structural features originally shown by him in the approved plans unless such alterations and additions shall have been previously in like manner approved.

(v) All works of leveling/reclamation of the site shall be carried out by the Lessee at his own cost as per specifications as may be fixed or approved by the Chief Engineer of the Board of Deendayal Port Authority.

(f). The Lessee shall conform and be bound by all the statutory rules, regulations viz. Petroleum Rules 1976, Labour Laws, Security Regulations of Port as per ISPS Port Regulations and bye- laws regulating the construction, maintenance, occupation and possession of building, health, sanitation and drainage and those regulations of safety, anti-pollution control etc., prescribed from time to time under the provisions of any law being in force and shall obtain clearance from the concerned competent

authorities wherever required. The construction of plots will only be allowed after all such certifications / clearances from the various Departments are obtained by the Lessee.

(g) The lessees have to lay their own pipeline from "Y" Junction to their terminals.

(h). The permission to lay pipelines would be governed by terms and conditions laid down in the "Policy for grant of permission for laying and operating the pipelines in D.P.A. limit" as approved by the Board from time to time.

(i) The building during construction shall be open at all times for the inspection of Chairperson, his authorized official or Agents of the Lessor, and the Lessee or any one acting under him shall afford all reasonable opportunitiess to them for inspection.

(j) The lessee shall strictly use the demised premises including the buildings/structures erected thereon only for the purpose for which the allotment is made. If the Lessee makes use of the demised premises for purpose other than for which it is allotted without obtaining prior permission in writing from the Chairperson and/or if the lessee is dumping/putting such material which adversely affects the soil and sub-soil conditions of the demised premises, it shall amount to breach of the terms of allotment and the allotment made will be liable to be cancelled, and lease granted will be determined and all payments made for the demised premises like, Lease Rent and premium etc. in respect of the demised premises will be forfeited by the Lessor and in such case no compensation and/or damages of whatsoever nature will be payable by the Lessor. The Lessee shall not carry out any activity that may be considered detrimental to the interest of the Lessor or to the National Security.

(k) The Lessee shall not without the written consent of the Chairperson or his duly authorized officer or Agent as aforesaid make any excavations in the demised premises and will at all times during the continuance of this lease maintain the demised premises and all building thereon in a sanitary condition and substantial state of repair to the satisfaction of the Chairperson or any duly authorized officer or agent of the Lessor.

(l). The Lessee shall at all times during the continuance of this lease keep the building to be erected on the demised premises in a good and substantial state of repair at his cost to the satisfaction of the Chairperson or any duly authorized officer or agent of the Lessor.

(m) The Lessee shall at all reasonable times allow for inspection access to the demised premises to the Chairperson, or his duly authorized officer or agent of the Lessor or to the sanitary staff appointed for the purpose of maintaining sanitation within the Deendayal Port limits.

(n) The Lessee shall be bound to follow and abide by all Laws including labour laws, Statutory Rules, regulations and bye-laws regulating the construction, maintenance, occupation and possession of demised premises and building, health and safety of persons working, sanitation and drainage and those regulations of safety, anti-pollution & pollution control etc. prescribed from time to time under the provisions of any law from time to time being in force and shall obtain clearance from the concerned competent authorities wherever required.

(o) The Lessee has no right whatsoever to transfer or otherwise part with the demised premises or any part thereof unless and until construction thereon is completed and Completion Certificate obtained from the Competent Authority of Deendayal Port Authority and necessary prior permission from the competent authority of Deendayal Port Authority obtained for such transfer.

(p) Any transfer, sub-letting, assignment of the leasehold rights over the demised premises or buildings/structures thereon, by the lessee without the prior approval of the Lessor shall be illegal and invalid and shall render the lease liable for termination by the lessor.

(q) The Lessee shall not assign, sublet, transfer or otherwise part with the rights and/or possession of the demised premises, including the buildings/structures thereon in whatsoever manner, unless the lessee has obtained the prior approval, in writing of the competent/appointed authority of the lessor. Any transfer made by the lessee with the Prior approval of the Lessor would be for the remainder duration of the lease period only and, that too, to be used for the purpose for which the lease has been originally granted. Such assignment, sub-letting, transfer would be considered as per extant laws and Land Policy Guidelines applicable from time to time, even a cause of acquisition of controlling interest of lessee by a third party would be treated as transfer of leasehold rights of demised premises and as such before entering such transaction prior permission of lessor shall be required.

(r) However, it would not be obligatory for the Lessor to permit such transfer, so applied, and the Lessor may reject such request. No such transfer shall be effected unless the transferee undertakes the liability of the Lessee & to pay all the dues,

rents, rates, taxes, charges, assessment of every and any description, which, then and/or thereafter be payable; and within continuation of this lease deed to be assessed, charged or imposed on the demised premise, nature of work, building etc.

(s) Further, permission for such transfer would be granted subject to (1) an undertaking for payment of annual lease rental for the balance period and (2) a fee equivalent 50% of the total lease rent payable by the original lessee up to the time of transfer. The transfer fees will be levied as per the latest Government guidelines/Land Policy guidelines in vogue at the time of the transfer of leasehold right.

(t) The Transferee shall be liable to discharge the liabilities of payment or otherwise of the Lessee.

(u) Any act of the Transferee to compound or remedy shall not affect any liability and/or action already suffered by the Lessee for breach of conditions or otherwise, and the Lessor would be entitled to take consequent steps as per the present covenants.

(v) The Lessee with the previous consent/permission in writing, of the Lessor, may mortgage the demised premises and buildings/structures thereon to such reputed financial institutions/scheduled banks, subject to the Lessor retaining the first charge on them, upon payment of prescribed mortgage fees and/or any other fees which may be prescribed/directed to be paid commensurate with size and lease value of the land to be fixed by the Deendayal Port Authority. Provided that in the event of sale or foreclosure of the mortgaged property, the Lessor shall be entitled to claim and recover 50% of the total lease rent payable by the original lessee up to the time of transfer and an Undertaking from the transferee for payment of the annual lease rental for the balance period. The transfer fees will be levied as per the latest Government Guidelines / Land Policy Guidelines in vogue at the time of sale or foreclosure of mortgage property. The said shall carry first charge having priority over the said mortgage or charge. Mortgage of the demised premises shall not be more than / beyond the lease period and duration shall in any case be limited to discharge before three months of expiry of the lease period. The right under the mortgage would be subject to and lien of the amounts and / or right herein under or otherwise, of the Lessor.

(w) The Lessee shall register all the changes in the possession or ownership of the whole of the demised premises or of the buildings/structures thereon whether by transfer, succession or otherwise in the register kept in the office of the Chairperson for this purpose within two calendar months from the respective dates of such changes, and in case the Lessee shall without sufficient cause neglect to register

such changes in the manner aforesaid, he shall be liable to pay to the Lessor for every such neglect a penalty as may be levied by the Chairperson, in addition to any other remedies enforceable against him under these presents.

(x) Without prejudice to other remedies, in case, payment of Lease rent and other dues recoverable or imposed is not made within the time stipulated i.e. on or before the due date, the Lessee shall also be liable to pay the Lessor interest charges at the rate as may be fixed by competent authority from time to time.

(y) In case, the lessee fails to pay the Lease rent on due date, a notice will be issued to him calling upon him to rectify the said breach committed by him within a period of one month by paying the out-standing dues along with interest failing which the lease will be cancelled. However, if the Lessee fails to rectify the said breach within the stipulated period of the one month from the date of the receipt of the notice from the Lessor, the allotment made shall be liable to be cancelled with immediate effect by issuing notice and in such a case, all payment made for the said demised premises towards lease rentals and Security Deposit and other outgoings, if any, shall be forfeited by the Lessor.

(z) The Lessor may, in its absolute discretion waive or compound the breaches and may also condone fully or partially the recovery of extra dues in the form of interest, compensation under special circumstances and with due justification, as recommended by the Chairperson.

(aa) The lease will be governed by the Security Regulations of the Port, applicable from time to time, while implementing ISPS Code Regulation.

(ab) The lessee should take required insurance policy to cover any untoward incident in the premises located within the demised premises.

(ac). If the Lessee breaches / violates any provision of Lease Agreement, the Deendayal Port Authority would reserve the right to impose appropriate penalty on the lessee or cancel the lease depending upon the nature / magnitude of breach / violation. Such penalty may be imposed after giving a reasonable opportunity to the lessee to present his case.

11. The Lessor may, in case of a breach of any of these covenants by the Lessee or by any person claiming through or under him, determine this lease and in such case it shall be lawful for the Lessor and the Chairperson (by himself or by any of his subordinates specifically authorized in this behalf) to enter on the demised premises

or any part thereof in the name of the whole and retake possession of the demised premises and any structures, buildings and construction of whatsoever nature standing thereon and in that case all the payments/deposits made previously by the Lessee shall be forfeited and the Lessee shall not be entitled to any compensation by way of refund of any part of the Lease Rent charges paid hereunder or any outgoings paid by him in this behalf or by way of any damages for any loss of property or business suffered by him. The Lessee is not entitled to any compensation for the value of the buildings/structures on the demised premises.

12. No forfeiture or re-entry shall be effected without the permission of the Chairperson of the Lessor who shall not permit such forfeiture or re-entry until and after a month of the Lessee being served with a notice in writing:

    (a). Specifying the particular breach complained of; and

    (b). Directing the same to be remedied, if the particular breach is capable of being so remedied.

13. Upon the expiry/termination/ determination of lease or forfeiture of lease on account of change of user assignment etc. or, if the lessee continues to occupy the demised premises including buildings/structures thereon unauthorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation to be computed at three times the annual lease rent based on the latest SOR, till vacant possession is received by the Lessor.

    In such events, the lessee shall remove all the structures constructed by him at the demised premises at his own cost, under following conditions.

    i. within three months of expiry / termination of the lease if the Lessor decides not to re-auction that land; or,

    ii. three months after tender-cum-auction, if the existing lessee was not successful

    Beyond this period, the lessee shall be liable to pay compensation for wrongful use and occupation at three times the annual lease rent, till vacant possession is obtained.

14. In the event of Lessee's failure to hand over the vacant and peaceful possession of the demised premises within the stipulated time, it shall be lawful for the Chairperson of the Lessor or his subordinate officer authorized on his behalf to enter upon the demised premises and take over possession of the same and remove material lying on the demised premises and demolish buildings/structures erected on the said demised premises, fill up any excavation etc. All such moneys and expenses, as may be paid out and incurred by the Chairperson of the Lessor or by

his order while acting for taking over of vacant and peaceful possession (as mentioned herein) of the demised premises shall be recoverable from the Lessee.

In case of cancellation of allotment and/or of determination of lease before expiry of lease period and/or expiry of lease period by efflux of time, the Lessor shall not be bound to pay any compensation, damages of whatsoever, nature including for loss of business etc.

15. It is hereby, expressly agreed that the exercise of power by the Chairperson of the Lessor under this clause shall not preclude him from taking any other action under any other relevant terms and conditions of the lease.

16. The Chairperson of the Lessor i.e. Deendayal Port Authority shall administer the main terms and conditions, terms of offer of allotment, rules and procedures of allotment and terms of lease deed on behalf of 'lessor' the Board of Trustees of the Port of Deendayal Port Authority and the Chairperson, Deendayal Port Authority or any officer entrusted with the duties and exercising for the purpose of Chairperson shall issue all letters, notices, approvals and other communications in connection with the demised premises allotted including the notice of cancellation of allotment and/or determination of lease, notice of taking over the possession of the demised premises after cancellation of allotment and to take any suitable action under the said terms.

All notices bills and letters of the Deendayal Port Authority posted by Regd. A.D. to the last known address of lessee and/or the demised premises address or are affixed on some conspicuous part of the demised premises or any structure thereon be deemed to have been duly served on the lessee. All rules and regulations made by Chairperson, Deendayal Port Authority/Board of Deendayal Port Authority, Govt. of India, with regard to use and enjoyment of the demised premises and buildings/structures thereon shall be deemed to be part of terms and conditions of this lease deed and shall be binding on the lessee.

17. The lease shall be for a period of 30 (thirty) years only.

18. The Lessor shall however have the right to determine the lease, before the expiry of the term in case the demised premises are required for the Port Trust's own purpose or for the purpose of the Government or in National Interest.

In the event of early determination of the lease for above reasons and purposes, the Lessor shall have the right to resume possession of the demised premises in public interest before the expiry of lease period.

In such cases, subject to availability of land, the lessee may at the discretion of the Lessor be given an option to relocate activities in another suitable location to be offered by the Port, as per the land use plan.

Similarly, the lessee shall reserve the right to surrender the lease subject to prior notice by the lessee at least 6 (six) months in advance.

19. The Port shall keep equivalent of 2 years rentals as Security Deposit. If any successful bidder surrenders the possession of plot 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.

20. The lease shall be governed by the provisions contained under Section 24 of the Major Port Authorities Act 2021. In case new law is enacted and notified by the legislature which replaces the MPT Act, the provisions of the law shall be applied in relation to above lease.

21. The Lessee shall have to follow all other usual terms and conditions of the lease in force from time to time.

22. The rights of the parties herein would be governed by Land Policy Guidelines & its Clarification, which may be prescribed by the Ministry of Shipping, Government of India, from time to time.

23. The Lessee shall be responsible for safety and welfare of the workers directly or indirectly employed by him/her and shall follow all the rules, regulations and labour laws framed by the competent authority including D.P.T./Government from time to time. The Lessee shall provide adequate rescue shelters with Disaster Warning Systems for the benefit of the employees/workers employed by him/her and shall take suitable steps to ensure timely evacuation of such workers in case of emergencies and natural calamities.

24. The Lessee shall comply with all the environmental laws, rules, regulations and notifications issued by the competent authority.

25. The lessee hereby indemnifies and agrees to indemnify the Lessor against any loss/damage to property/lives arising from their activity on the demised premises and buildings/structures thereon.

26. The expression 'Chairperson, Deendayal Port Authority', or 'Chairperson' wherever used in this covenants shall be deemed to include any other officer or authority (specifically or generally) appointed from time to time in this behalf by the Lessor.

27. **IN WITNESS WHEREOF** the Lessor i.e. The Board of Deendayal Port Authority has caused its **COMMON SEAL** to be hereto affixed and the Secretary of the Board has hereunto subscribed his hand and the Lessee has hereunto set his hand the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

All that part and parcel of the plot of land admeasuring_____ *(sq. mtrs)(including structures)* situated_____, Kandla, within the limits of Deendayal Port Authority, in the Sub-Registration Dist. of Gandhidham, Registration Dist. of Kutch, State of Gujarat and bounded as follows that is to say: -

Northern Boundary :	
Southern Boundary :	
Western Boundary :	
Eastern Boundary :	

Signed, sealed and delivered by
within named Lessee in presence of _____

Lessee

1. _____

2. _____

Signed, sealed and delivered by Secretary
on behalf of the Board in the presence of :

Secretary, Deendayal Port Authority

1. _____

2. _____

THE COMMON SEAL of the Board of
Deendayal Port Authority as hereunto affixed
in presence of the Secretary, Deendayal Port Authority.

Secretary, Deendayal Port Authority

ANNEXURE UNDER 32- A OF REGISTRATION ACT, 1908

Signature **DEENDAYAL PORT AUTHORITY THE LESSOR**		**Left Hand Thumb Impression**
Signature **THE LESSEE**		**Left Hand Thumb Impression**

LESSEE **LESSOR**