

S.N.	Reference	Original Clause	Query	Reply
1			There is no clarity if there is any requirement of minimum number of Bidders for the tender? What will be the situation when there is only 1 bidder for the plot of Land?	Port's Discretion
2	Pg. 11 of tender documents, point- 8	Copy of PAN card & Goods and Services Tax Registration.	GST registration number should be of which state - whether Gujarat or the Company head office?	GST registration number for any state including Gujarat may be acceptable during the bidding time. However bidder has to get GST number of Gujarat state at the time of signing of lease deed and other compliances as per GST law.
3	Pg. 10 of tender documents, point- 4	Tenderer shall have to furnish the Solvency Certificate not older than three months from the date of opening of tenders, for each plot the bidder wants to quote as mentioned under. The Solvency certificate is to be issued by any Nationalized / Scheduled Bank.	Specific format of Solvency certificate is not provided?	The Solvency certificate is to be issued by any Nationalized / Scheduled Bank. Same will be accepted by DPT.
4	Pg. 6 of tender document, clause - 1.1(viii)	Online Opening of Commercial bid will be intimated in due course.	Schedule / Timeline for opening commercial Bid is not mentioned	Online Opening of Commercial bid. (will be intimated in due course)
5	Pg. 21 of tender clause 4.17 & 4.15	4.15 : The Commercial bid as quoted by the tenderer shall valid for a period of six months with effect from the day of opening of tenders and date of auction, as applicable unless extension is sought for by Deendayal Port Trust and accepted by the Bidder.	Schedule / Timeline of Pre-acceptance letter is not mentioned	Timeline of Pre-acceptance will be intimated in due course.

		<p>4.17: 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 Trust 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.</p> <p>These Allotment will be done on upfront lease rental basis quoted by the bidder over and above reserve price in terms of the upfront lease rentals in E-Auction.</p>		
6	NA	NA	<p>Clarity whether DPT will provide Construction power &amp; water construction phase is not given</p>	<p><b>For Power Supply:</b> During Construction power supply shall be drawn from DPT on chargeable basis as per the notified rates as per the norms of the distribution company from time to time. However the expenses of cable laying from the DPT main line to site is the responsibility of the plot owner.</p> <p><b>For water supply:</b> During Construction DPT may spare water supply as &amp; when excess quantity available on chargeable basis as notified by the Port. However pipeline from the near point to site shall be laid by the plot owner &amp; expenses shall be born by the plot owner. DPT will give only tapping point.</p>

<p><b>7</b></p>	<p>Pg. 17 of tender clause 4.2</p>	<p>The identified plots under Smart Industrial Port City project of Deendayal Port Trust located at Kandla which are to be auctioned as mentioned in the Notice Inviting Tender (N.I.T.) are offer to purposes as mentioned clause 1.0 (i) of chapter 1 (Page no. 4). Under the Master Plan, DPT will provide trunk infrastructure like Land grading&amp; filling, Road, Flood Embankment, Water &amp; Waste Water Network, Solid Waste Management, Landscape, Utilities, Solar Power etc. The Tenderer shall have to inspect the site at their own cost and it shall be deemed at they have fully acquainted themselves with all their aspects of the plot like size, site conditions, site connectivity, master plan of SIPC project along with its project component, project completion timeline etc. No claim whatsoever shall be entertained by DPT in future for improving condition of plot on account of lack of infrastructure OR for any other reasons whatsoever. Deendayal Port Trust shall not entertain any request / claim from any Tenderer for leveling, redressing, activation, addition, alteration of the plot/plan etc.</p>	<p>Cost of Water &amp; Power to be provided by DPT during operation phase has not been given</p>	<p>The rates shall be decided as per prevailing rate at the time of operation, subject to DPT policies.</p>
<p><b>8</b></p>	<p>Page 14 of Tender document &amp; Page 5 of Draft</p>	<p>Page 5 of Draft lease deed. Point- 10 (f) (v) : All works of land development including site leveling within the</p>	<p>DPT will provide infrastructure like land grading etc. However, in Page 5 of Draft lease deed it is mentioned</p>	<p>DPT will undertake the work of site grading and as per the grading plan an average filling of app. 1.50 mt. shall be</p>

	lease deed. Point-10 (f) (v)	Demised Premises shall be carried out by the Lessee at his own cost as per specifications as may be determined or approved by the Chief Engineer of the Board of Trustees of the Port of Deendayal.	Site levelling expenses within plot will be in Bidder scope. Clarity is required?	done. However based on the requirement of lessee as per their industry type – may take up development work, which may require additional site filling, shall be done by lessee. DPT shall allot the land as per the site grading plan.
9	Refer Pg. 18 of tender documents, point- 4.6 & page 6 of lease deed	<p><b>4.6 of tender document : SERVICE CHARGES:</b></p> <p>The Lessor or its nominated agency would agree to provide the common services and facilities like Maintenance of Internal Road, Maintenance of Parks and other Green Area, Street Lights 24X7 Internal Security and Surveillance, ICT Components, Fire Detection System with Wet Riser to the Lessee as part of the Smart Industrial Port City Master Plan throughout the tenure of the lease period. The Lessee shall pay in advance to the Lessor or its nominated agency, as and by way of Service Charges per month with applicable taxes/ Goods and Services Tax.</p> <p>The service charges will be decided by the Lessor or its nominated agency and same will be payable by lessee without any objection to the decision of Lessor or its nominated agency. The Lessee will also agree to sign separate Common Area Maintenance Contract with Lessor or its nominated</p>	Tentative cost of service charges for common area maintenance needs to be provided?	At present authority has not decided the service charges. However, service charges will be applicable in the form of percentage / amount / fess to all the plot owners on the allotted areas.

		agency.  <b>Page no 11 of tender document point no 14.</b> – An Undertaking that bidder will sign the “Common Area Maintenance Contract” with DPT or its nominated agency and pay service charges as decided by the authority at the time of signing the agreement.		
10	Refer Policy for grant of permission for laying and operating the pipelines in DPT limit, Pg. 1 point 2(a)	The right of way permission for laying pipelines from 'Y' Junction Inside Oil Jetty to Tank farms within the port area shall be granted with the approval of Board of Trustees of Deendayal Port Trust.	Pipeline approval needs to be provided with the allotment of land.	Permission for pipeline shall be granted separately as per pipeline policy of DPT and as per availability of space. Since space for pipeline is limited, pipeline shall be provided to plot having size 30 Acres or more than 30 Acres. The pipeline shall be common user basis as per pipeline policy.
11	Refer Policy for grant of permission for laying and operating the pipelines in DPT limit, Pg. 1 point 2(f)	The permission shall be granted only to the lessees of tank farms.	Existing policy for pipeline laying and segregated/ common use needs to be cleared	The dedicated pipeline for each plot owners/users shall not be permitted. It shall be mutually used as per common user basis based on availability as mention in pipeline policy clause no. 2 (d) Page 1
12			Existing rates of pipeline laying, operation cost from Jetty to Y junction and from Y junction to our premises needs to be provided?	As per pipeline policy of DPT. The same has been mentioned clearly along with illustrations in Annexure – A of pipeline policy page 8. Existing rate is as per following structure (1) Wharfage charges- As per actual

				<p>(2) Super vision charge- 15% of cost.                  (3) Security deposit- 10% of cost.                  (4) Way leave charges:- as per actual considering changes of applicable land                  Above mention charges may be revised time to time.</p>
13	Page 3 of Draft lease deed. Point-9 (i)	The Lessee is entitled TO HOLD the premises hereby demised unto the Lessee for a period of SIXTY (60 years) from ----- to ----- --- YIELDING AND PAYING therefore the Nominal Annual Lease Rent of Rs.- -----(Rupees ----- -- Only) [@Re 1 per sq. per annum] per annum with annual escalation and applicable Goods and Services Tax 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 -----.	Clarity of escalation needs to be provided?	<b>Revised clause of Draft Lease Deed 9.(i):</b> The Lessee is entitled TO HOLD the premises hereby demised unto the Lessee for a period of SIXTY (60 years) from ----- ----- to ----- YIELDING AND PAYING therefore the Nominal Annual Lease Rent of Rs.----- (Rupees ----- Only) [@Re 1 per sq.m. per annum] per annum with applicable Goods and Services Tax 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 -----.
14	Page 3 of Draft lease deed. Point-10.(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 Chairman, Deendayal Port Trust for approval, the plans, elevations and cross sections of the structure which	Submission of plans, elevations, and cross sections structure is to be done within 45 days from possession of land. However, clarity on the date of possession needs to be given?	As mentioned in the tender, after completion of the formalities, possession shall be given to the investor. The tentative dates cannot be given as this depends on the completion of formalities from both the ends. Point 10.(c) refers to handing over of possession, handing over

		<p>the Lessee proposes to erect on the Demised Premises together with sanitation trench and water supply system which the Lessee 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 Chairman, Deendayal Port Trust or any other officers or authority as appointed 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 Chairman and approved in writing.</p>		<p>can be given after finishing of roads and utilities.</p>
15	<p>Page 4 of Draft lease deed. Point-10 (e). &amp; Pg. 19 of tender documents, point- 4.26</p>	<p>Lease Deed 10 e. : The Lessee shall have to obtain the required approvals / permissions /clearances subsequent to the date of this Lease Deed from different authorities like Gujarat Pollution Control Board, GoG, The Ministry of Environment and Forest &amp;</p>	<p>Edible Oil industry do not require MOEF clearance. However, it is mentioned that the approval under CRZ act needs to be taken as the proposed project is not covered under CRZ act? Clarity on why approval is required from CRZ since SIPC is out of</p>	<p>The proposed site does not fall under CRZ area. There is nothing mentioned regarding CRZ at point no. 10 (e) of Draft Lease deed. At Pg.19 of tender, it is generalized statement regarding various permission as per prevailing act and as amended from time to time.</p>

		<p>Climate Change, GoI and other applicable statutory clearance from concerned department/ authorities under the various Acts being in force and 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 for this purpose. The Lessor, at its discretion, may facilitate such permission to the extent possible but would not be responsible for obtaining the permission. No construction activity shall be carried out by the Lessee without applicable statutory clearances.</p> <p>Clause 4.26 of Tender Document: Deendayal Port Trust will only issue letters of allotment in the name of allottee and the allottee will have to obtain all approvals from different authorities like clearance from Gujarat Pollution Control Board (GPCB)/ Pollution Control Board (PCC), Coastal Regulatory Zone (CRZ), 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.</p> <p>Deendayal Port Trust shall not be</p>	<p>CRZ?</p>	<p>However, the word “Coastal Regulatory Zone (CRZ)” deleted from clause no 4.26 page no 19 of the tender document.</p>
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		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. DPT may facilitate such permission to the extent possible.		
16	Refer Policy for grant of permission for laying and operating the pipelines in DPT limit, Pg. 1 point 2(d)	Page 1 Point 2(d): The permission to lay pipelines shall be on a common user basis. If any other party wants to use the pipelines, they may be given permission on such terms as agreed to between the Parties and the Port Trust Board.	Clarity on segregated Pipeline usage for edible oil / chemicals / petroleum needs to be given?	The lessee shall have to lay separate lines for edible oil / Petroleum / chemical industries.
17	Refer Pg. 19 of tender documents, point- 4.24	4.24: 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 Trust. The procedure for fees as provided in prevailing Land Policy Guidelines from Ministry of Shipping from time to time / Board Approval will be strictly followed.	Amount of charges to be paid to DPT in case of mortgage of land needs to be informed?	The procedure as provided in clause no. D page 13 of prevailing Land Policy Guidelines / Board Approval will be strictly followed.
18	Pg. 18 of tender documents, point- 4.6	<b>SERVICE CHARGES:</b> The Lessor or its nominated agency would agree to provide the common services and facilities like Maintenance of Internal Road, Maintenance of Parks and other Green Area, Street Lights 24X7 Internal	Service Charges mentioned are inclusive of water to the plot or bidder will have to be required to take it separately from DPT.?	The service charges mentioned are for common services and not the services for individual plot. Hence the bidder shall have to take it separately for individual plot.

		<p>Security and Surveillance, ICT Components, Fire Detection System with Wet Riser to the Lessee as part of the Smart Industrial Port City Master Plan throughout the tenure of the lease period. The Lessee shall pay in advance to the Lessor or its nominated agency, as and by way of Service Charges per month with applicable taxes/ Goods and Services Tax.</p> <p>The service charges will be decided by the Lessor or its nominated agency and same will be payable by lessee without any objection to the decision of Lessor or its nominated agency.</p> <p>The Lessee will also agree to sign separate Common Area Maintenance Contract with Lessor or its nominated agency.</p>		
19	Pg. 23 of tender documents, point- 4.26	<p>Deendayal Port Trust will only issue letters of allotment in the name of allottee and the allottee will have to obtain all approvals from different authorities like clearance from Gujarat Pollution Control Board (GPCB)/ Pollution Control Board (PCC), Coastal Regulatory Zone (CRZ), 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.</p> <p>Deendayal Port Trust shall not be</p>	<p>Information on any other specific permission for environmental clearances? we understand that the same has already been taken by DPT.</p>	<p>EC for infrastructure has been obtained by DPT. Individual investor, based on the typologies of their industry, may seek certain approvals, which he may acquire based on requirements, if any.</p>

		<p>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. DPT may facilitate such permission to the extent possible.</p> <p>The allottee shall confirm and be bound by all the statutory rules, Labour laws 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.</p> <p>An Environmental Clearance for SIPC Project is under process. The EIA Study has been completed on basis of Model ToR and shall be uploaded on the website of Ministry of Environment &amp; Forests (MoEF).</p> <p>However except the above, the allottee shall have to obtain Clearance from MoEF/concerned Authorities for establishment of CETP/ ETP or change in nature of industries etc. to those included in the EC.</p>		
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20	Refer Policy for grant of permission for laying and operating the pipelines in DPT limit, Pg. 1		Existing Charges of the pipeline usage needs to be informed?	As per pipeline policy of DPT. The same has been mentioned clearly along with illustrations in Annexure – A of pipeline policy page 8. Existing charge is as per point no 12.
21	Tender document Pg 6		Tender requires documents to be sent by Speed Post/Registered Ad only within 7 days after opening of tender.  7 Days should be at least 7 working days. Whether courier service can be taken.	Tender document will be accepted by courier also but bidder need to ensure that hard copy of the tender reached at DPT office within the time frame provided in the tender document. Tender document may be submitted in personal to the CE office.
22	Tender document Pg 6 Point (viii)		Schedule/timeline for opening of commercial bid is not mentioned?	Please refer reply to sr. 4 as above.
23	Tender document page no. 11 Point No. 1.30 (10)	Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.	Tender requires the company to provide information regarding litigations?  Whether the same is required to be reported with respect to taxation matters also. Please advise the nature of litigations to be provided. Also please advise undertaking format, if any	The tender conditions prevail.
24	Tender document Page no 11 point 14		Please advise the tentative cost of Service charges for Common Area Maintenance?	Please refer reply to sr. 9 as above.
25	Tender Document pg 21 point 4.17		Time between 20% payment as acceptance and possessions of the land is not specified.  Please specify the same.	LOA has been issued for the work of land development at location 2 of SIPC. Work will be started in the month of June 2018. First priority will be given to the plots of

				success full bidders. As soon as the work is completed the site will be handed over. Contract period of the work of land development at location 2 of SIPC is 9 months.
26	Tender documents Page no 25 and Point no 4.33		Tender is asking for duly notarized tender documents? Whether the same is meant for partnership documents (Power of Attorney holder) only?	Tenderer need to submit Power of Attorney duly notarized with tender document. If Director of the company signing the documents, only board resolution of the company will be sufficient.
27	Tender Document Page 26 & 30	NA	Whether the same is required to be sent in letter head or signing of tender document will suffice?	The all required undertaking need to be submit on the company’s letter head with authorized signatory.
28	Pg. 21 of tender clause 4.17 & 4.15	4.15 : The Commercial bid as quoted by the tenderer shall valid for a period of six months with effect from the day of opening of tenders and date of auction, as applicable unless extension is sought for by Deendayal Port Trust and accepted by the Bidder.  4.17: 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 Trust 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,	Timeline for issue of pre-acceptance letter is not mentioned?	Please refer reply to sr. 5 as above.

		<p>Government of India, from time to time.</p> <p>These Allotment will be done on upfront lease rental basis quoted by the bidder over and above reserve price in terms of the upfront lease rentals in E-Auction.</p>		
29	Draft Lease Deed Clause 10.(h)	<p>The Lessee shall also confirm and be bound to provide cargo to the Deendayal Port by way of import/ export/ coastal transshipment of raw materials, intermediates or finished products of the proposed ----- unit within the Demised Premises throughout the entire Lease Period. Non-compliance of this condition for a period of 5 years consecutively, without any satisfactory justification to Chairman for such non-compliance, the Lease Deed shall be liable to be terminated with immediate effect by issuing notice and the compensation shall be payable to the Lessee as per Clause 24 of the Lease Deed.</p> <p><i>&lt;Further, The Lessee shall confirm that the Demised Premises along with any superstructure/substructure created thereon for processing, storage and handling of raw materials, intermediates or finished products for the proposed edible oil industrial unit only and acknowledge that any form of direct and/or indirect storage of any raw materials,</i></p>	<p>Storage capacity to be decided by DPT, but the same will now be not required as restrictive clause for edible oil industry has been inserted in the lease deed?</p>	<p>Clause of Draft Lease Deed prevails.</p>

		<p><i>intermediates or finished products which shall not be directly related to the processing activities within the proposed edible oil industrial unit shall be strictly prohibited. Non-compliance of this condition, the Lease Deed shall be liable to be terminated with immediate effect by issuing notice and the compensation shall be payable to the Lessee as per Clause 24 of the Lease Deed.&gt;</i></p> <p><i>{This condition is applicable only when Edible Oil Industrial Unit is proposed by the Lessee, otherwise to be deleted}</i></p>		
30			<p>What does SOR means? And what is the present rate applicable? What is the frequency of its changing? How is the same being set?</p>	<p>SOR means Scale of Rate</p> <p>Current SOR i.e. Rs. 55.05 per sq. mtr for Security Deposit.</p> <p>After every 5 years SOR will be revised based on approval of TAMP.</p> <p>TAMP means Tariff Authority of Major Ports.</p>
31			<p>Since way leave permission will be required to be granted for the storage tank terminal, it may kindly be clarified whether if not, the timeline during which this permission will be granted may kindly be advised?</p>	<p>As per pipeline policies.</p>
32			<p>There is no clarity if there is any requirement of minimum number of</p>	<p>Please refer reply to sr. 1 as above.</p>

			bidders for the tender? What will be the situation when there is only 1 bidder for the plot of land?	
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