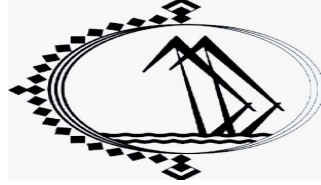


DEENDAYAL PORT AUTHORITY
(ERSTWHILE DEENDAYAL PORT TRUST)



TENDER NO. LS-01/2023

TENDER DOCUMENTS FOR

**E-TENDER CUM E-AUCTION FOR ALLOTMENT OF 03
NOS.OF PLOTS (WITH STRUCTURE) SITUATED AT
OLD/NEW KANDLA FOR THE PURPOSE OF LIQUID
STORAGE TANKS (PRODUCTS PERMITTED IN THE
EARLIER LEASE DEED / ALLOTMENT LETTER) ON 30
YEARS LEASE ON AS IS WHERE IS BASIS(PHASE-I).**

S.E.(KANDLA LAND)

DEENDAYAL PORT AUTHORITY

LAND SECTION,

ENGINEERING DEPARTMENT,

ADMINISTRATIVE OFFICE BLDG.,

POST BOX NO.50

GANDHIDHAM (KUTCH) – 370 201

DIST: KUTCH

STATE :GUJARAT

E-TENDER CUM E-AUCTION FOR ALLOTMENT OF 03 NOS. OF PLOTS (WITH STRUCTURE) SITUATED AT OLD/NEW KANDLA FOR THE PURPOSE OF LIQUID STORAGE TANKS (PRODUCTS PERMITTED IN THE EARLIER LEASE DEED / ALLOTMENT LETTER) ON 30 YEARS LEASE BASIS ON AS IS WHERE IS BASIS(PHASE-I).

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DEENDAYAL PORT AUTHORITY
Administrative Office Building,
Estate Division (Kandla Land Section),
Gandhidham, Kachchh, Gujarat – 370 201
E - TENDER NOTICE NO. LS – 01/2023

No: LW/PL/3577

DATED: -27/02/2023

| NAME OF WORK | <u>E-TENDER CUM E-AUCTION FOR ALLOTMENT OF 03 NOS. OF PLOTS (WITH STRUCTURE) SITUATED AT OLD/NEW KANDLA FOR THE PURPOSE OF LIQUID STORAGE TANKS (PRODUCTS PERMITTED IN THE EARLIER LEASE DEED / ALLOTMENT LETTER) ON 30 YEARS LEASE BASIS ON AS IS WHERE IS BASIS(PHASE-I).</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|-------------------|--------------------------------|-----------------------------------|--|-------|-----------------------|-------------------|--------------------------------|-----------------------------------|----|----|----|----|----|----|---|-------|----------------|--------------|----|--|-------|----------------|--------------|----|--|------|--------------|-------------|
| COST OF TENDER DOCUMENT (NON – REFUNDABLE) | 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 DEMAND DRAFT/ BANKERS' CHEQUE/ PAY ORDER IN FAVOUR OF "DEENDAYAL PORT AUTHORITY", PAYABLE AT GANDHIDHAM FROM ANY NATIONALIZED / SCHEDULED BANK ONLY SHALL BE ACCEPTED. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E.M.D. (Rs.) | <p>EMD FOR THE PLOT IS TO BE SUBMITTED TO DEENDAYAL PORT AUTHORITY IN FORM OF DEMAND DRAFT / BANKERS CHEQUE / PAY ORDER IN FAVOUR OF "DEENDAYAL PORT AUTHORITY", PAYABLE AT GANDHIDHAM FROM ANY NATIONALIZED / SCHEDULED BANK.</p> <p style="text-align: center;">OR</p> <p>EMD CAN ALSO BE SUBMITTED IN THE FORM OF BANK GUARANTEE FROM ANY NATIONALIZED BANK /SCHEDULED 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, AS MENTIONED UNDER:</p> <table><tr><th>S. N.</th><th>DESCRIPTION /LOCATION</th><th>AREA(IN SQ. MTRS)</th><th>EMD (PER PLOT) WITH STRUCTURE</th><th>EMD (PER PLOT) WITHOUT STRUCTURE</th></tr><tr><th>01</th><th>02</th><th>03</th><th>04</th><th>05</th></tr><tr><td>01</td><td>At New Kandla(earlier allotted to M/s. CRL Terminals)</td><td>10000</td><td>2,19,47,043.00</td><td>10,81,770.00</td></tr><tr><td>02</td><td>Plot No.2 South of K. K. Kharirohar Road at Old Kandla (earlier allotted to Indo Nippon Chemicals Co. Ltd)</td><td>14749</td><td>3,05,91,980.00</td><td>15,09,503.00</td></tr><tr><td>03</td><td>Plot No. 11/A, at New Kandla (earlier allotted to Tejmalbhai & Co)</td><td>1673</td><td>40,90,123.00</td><td>1,80,980.00</td></tr></table> <p>NOTE :- IN CASE OF ORIGINAL LESSEE (PREVIOUS LESSEE) OF RESPECTIVE PLOT, THE E.M.D. ON THE VALUE OF STRUCTURES IS NOT REQUIRED TO BE SUBMITTED AND THEY HAVE REQUIRED TO BE SUBMITTED EMD AT COLUMN NO. 5. THE OTHERS BIDDER IS REQUIRED TO BE SUBMITTED EMD AT COLUMN NO. 4, WHICH INCLUDES 10% VALUE OF EXISTING STRUCTURE ON THE LAND.</p> | | | | | S. N. | DESCRIPTION /LOCATION | AREA(IN SQ. MTRS) | EMD (PER PLOT) WITH STRUCTURE | EMD (PER PLOT) WITHOUT STRUCTURE | 01 | 02 | 03 | 04 | 05 | 01 | At New Kandla(earlier allotted to M/s. CRL Terminals) | 10000 | 2,19,47,043.00 | 10,81,770.00 | 02 | Plot No.2 South of K. K. Kharirohar Road at Old Kandla (earlier allotted to Indo Nippon Chemicals Co. Ltd) | 14749 | 3,05,91,980.00 | 15,09,503.00 | 03 | Plot No. 11/A, at New Kandla (earlier allotted to Tejmalbhai & Co) | 1673 | 40,90,123.00 | 1,80,980.00 |
| S. N. | DESCRIPTION /LOCATION | AREA(IN SQ. MTRS) | EMD (PER PLOT) WITH STRUCTURE | EMD (PER PLOT) WITHOUT STRUCTURE | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 01 | 02 | 03 | 04 | 05 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 01 | At New Kandla(earlier allotted to M/s. CRL Terminals) | 10000 | 2,19,47,043.00 | 10,81,770.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 02 | Plot No.2 South of K. K. Kharirohar Road at Old Kandla (earlier allotted to Indo Nippon Chemicals Co. Ltd) | 14749 | 3,05,91,980.00 | 15,09,503.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 03 | Plot No. 11/A, at New Kandla (earlier allotted to Tejmalbhai & Co) | 1673 | 40,90,123.00 | 1,80,980.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PRE – BID MEETING | PRE-BID MEETING 10-03-2023 AT 12:00 HOURS AT BOARD ROOM, AO 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 27-03-2023 UPTO 11:30 HOURS |
| LAST DATE & TIME FOR ON – LINE TENDER SUBMISSION | ON 27-03-2023 UPTO 12:30 HOURS ON WEBSITE www.nprocure.com |
| ON – LINE OPENING OF TECHNICAL BID | ON 27-03-2023 AT 16:00 HOURS |

**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>**

**Supdt. Engineer (KL)
DEENDAYAL PORT AUTHORITY**

CHAPTER - 1

DEENDAYAL PORT AUTHORITY

INSTRUCTIONS TO TENDERER FOR E-TENDER CUM E-AUCTION FOR ALLOTMENT OF 03 NOS. OF PLOTS (WITH STRUCTURE) SITUATED AT OLD/NEW KANDLA FOR THE PURPOSE OF LIQUID STORAGE TANKS (PRODUCTS PERMITTED IN THE EARLIER LEASE DEED / ALLOTMENT LETTER) ON 30 YEARS LEASE BASIS ON AS IS WHERE IS BASIS(PHASE-I).

1. The following plots situated at Old/New Kandla are to be auctioned (including structures) of various sizes and are to be utilized for the purpose as detailed hereunder:

| SR. NO. | AREA OF PLOT (IN SQ.MTRS) | PURPOSE OF PLOT TO BE USED | NAME OF THE EX-LESSEE/ ORIGINAL LESSEE (PREVIOUS LESSEE) | LOCATION OF PLOT |
|----------------|-----------------------------------|---|---|--|
| 1 | 10000 | Warehouses, Storage Tank, Godown Factories And Other Business Purpose | CRL Terminals Pvt. Ltd. | New Kandla |
| 2 | 14749 | Handling And Storage Of Hazardous And Non Hazardous Liquid Chemicals And Liquefied Gases. | Indo Nippon Chemical Co. Ltd | Plot No. 2 At South Of K.K.Kharirohar Road At Old Kandla |
| 3 | 1673 | Const. Of Tanks For Storage Of Edible Oil. | Tejmalbhai & Co., | Plot No. 11/A, New Kandla |

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> OR <https://www.nprocure.com>.
- (ii) 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 Demand Draft/ bankers' cheque/ pay order in favour of "DEENDAYAL PORT AUTHORITY", payable at Gandhidham from any Nationalized / Scheduled Bank.
- (iii) The E.M.D. for the Plots as mentioned in the N.I.T. is required to be submitted to DEENDAYAL PORT AUTHORITY in form of Demand Draft/ banker's cheque / Pay Order in favour of "DEENDAYAL PORT AUTHORITY", payable at Gandhidham from any Nationalized/ Scheduled Bank.

OR

The E.M.D. can also be submitted in the form of 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

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 SUPTD. ENGINEER (KANDLA LAND) at the time of tender opening or send the same through R.P.A.D. so as to reach to Supdt. 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 to dptlandsection@gmail.com by **09/03/2023 upto 18:00 hours.**
- (v) The Pre-bid meeting will be held on **10/03/2023 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).

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 DIGITAL 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 up loaded 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 up to **27/03/2023 upto 12:30 Hours**. The tender document comprises of 03 (three) parts (i) EMD and Tender Fees, (ii) Technical bid and (iii) Commercial bid.

1.8 SUBMISSION OF TENDER FEES & E.M.D. :

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 Demand Draft/ bankers' cheque/ pay order in favour of

"DEENDAYAL PORT AUTHORITY", payable at Gandhidham from any Nationalized / Scheduled Bank only shall be accepted.

The E.M.D. for the above plots as mentioned in the N.I.T. is required to be submitted to DEENDAYAL PORT AUTHORITY in form of Demand Draft / Bankers Cheque / Pay Order in favour of "DEENDAYAL PORT AUTHORITY", payable at Gandhidham from any Nationalized / Scheduled Bank.

The E.M.D. can also be submitted in the form of Bank Guarantee from any Nationalized Bank/Scheduled Bank having branch at Gandhidham as per the format. 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 Tender Fees and EMD as mentioned above shall be submitted so as to reach the Office of the Suptd. 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 "E-TENDER CUM E-AUCTION FOR ALLOTMENT OF 03 NOS. OF PLOTS (WITH STRUCTURE) SITUATED AT OLD/NEW KANDLA FOR THE PURPOSE OF LIQUID STORAGE TANKS (PRODUCTS PERMITTED IN THE EARLIER LEASE DEED / ALLOTMENT LETTER) ON 30 YEARS LEASE BASIS ON AS IS WHERE IS BASIS. (PHASE-I)"

1.10 In case of queries regarding tender documents, the list of queries may be sent through email to dptlandsection@gmail.com up to 09/03/2023 **upto 18:00 hours.**

1.11 PRE – BID MEETING :

Pre-Bid meeting will be held in the Board Room, A.O. Building, DEENDAYAL PORT AUTHORITY, Gandhidham – Kutch on date **10-03-2023 at 12:00 Hours** for the required clarifications.

1.12 OPENING OF TECHNICAL TENDER :

Technical tenders shall be first opened online as date and time mentioned above in the Office of Supdt. Engineer (Kandla Land), DEENDAYAL PORT AUTHORITY, Room No.15, Land Section, A.O. Building, Gandhidham (Kutch) – 370201.

1.13 Technical bid 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.

1.14 OPENING OF ON-LINE COMMERCIAL BID :

On-Line Commercial bid of only qualified tenderers, whose technical bid is accepted, shall be opened. Tenderer must invariably quote the rate online above the reserve price as per the tender condition No. 1.25 on every Commercial bid, failing which they shall not be allowed to participate in the on line auction.

1.15 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 Number +919427251059**

- 1.16** The tender documents fees for online tender documents shall not be refunded under any circumstances.
- 1.17** Tenders without tender fees, EMD 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.
- 1.18** Conditional tender shall not be accepted.
- 1.19** This tender notice shall form a part of tender document.
- 1.20** The tenderers are advised to read carefully all the Instructions and conditions stipulated in the tender documents.
- 1.21** The Deendayal Port Authority reserves the rights to reject any or all tenders without assigning any reason thereof.
- 1.22** Tenderers are bound by the Deendayal Port Authority rules and regulation being issued from time to time.
- 1.23** 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> OR <https://www.nprocure.com>
- 1.24** The details of tenders can be seen on website <https://www.deendayalport.gov.in>, <https://www.eprocure.gov.in> OR <https://www.nprocure.com>.
- 1.25** 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.
- 1.26** Schedule of the plot offered for allotment along with eligible criteria is mentioned in the tender documents.
- 1.27** The bid submitted by the tenderers shall have valid digital signature certificate.
- 1.28** **Every tenderer shall mention their E - Mail address, Mobile Number / Contact Number in technical bid.**

1.29 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, maximum upto 20 (twenty) times only. 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). The existing lessee shall be allowed to match the H-1 bid and the provision of first right will also apply to expired lease (possession of land has been taken by the Port) also in addition to existing leases. However, the above right can be exercised provided the ex-lessee should clear all the outstanding dues, participate in the Tender process and technically qualify.

1.30 ELIGIBILITY CRITERIA:

Any individual / proprietorship firm / Partnership Firm / Company registered under the Indian Companies Act, 1956 shall be eligible to tender for plot. The following documents shall invariably required to be submitted along with the 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 Demand Draft/ bankers' cheque/ pay order in favour of "DEENDAYAL PORT AUTHORITY", payable at Gandhidham from any Nationalized / Scheduled Bank.
2. The E.M.D. of above plots as mentioned in the N.I.Tis required to be submitted to DEENDAYAL PORT AUTHORITY in form of Demand Draft/ bankers cheque/Pay Order in favour of "DEENDAYAL PORT AUTHORITY", payable at Gandhidham from any Nationalized/ Scheduled Bank only through Regd.A.D. / Speed Post. The E.M.D. can also be submitted in the form of Bank Guarantee from any Nationalized 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. 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.
4. 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.
5. Status of firm, name and designation of the proprietor/partners/directors/share holders 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.
6. 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.
7. Copy of PAN card & G.S.T. Registration.
8. 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.
9. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
10. An undertaking to the effect that no change has been made in the tender documents;
11. An Undertaking that they have not been banned / de-listed by any reputed organization in past.
12. All the bidders will be eligible to participate in E-Tendering process only after clearing of all the outstanding dues, if any.
13. An undertaking stating that bidder do not have conflict of interest that effect the bidding process.
14. An undertaking by bidders (except original lessee/previous lessee) stating that I / We shall abide to deposit the amount of Rs. _____ (i.e. value of existing assets standing on proposed land) with DEENDAYAL PORT AUTHORITY, within 30 days from the issue of Pre-Acceptance letter by way of D.D. / Banker Cheque / Pay Order in favour of Deendayal Port Authority, payable at Gandhidham from any Nationalized / Scheduled Bank Only. In addition to the above offered amount of Lease Rental per year for _____ Sq.Mtrs. & Security deposit.

S.E.(KANDLA LAND)
DEENDAYAL PORT AUTHORITY

Signature of Applicant

CHAPTER - 2

FORM OF APPLICATION FOR E-TENDER CUM E-AUCTION FOR ALLOTMENT OF 03 NOS. OF PLOTS (WITH STRUCTURE) SITUATED AT OLD/NEW KANDLA FOR THE PURPOSE OF LIQUID STORAGE TANKS (PRODUCTS PERMITTED IN THE EARLIER LEASE DEED / ALLOTMENT LETTER) ON 30 YEARS LEASE BASIS ON AS IS WHERE IS BASIS.(PHASE-I)

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.

| | | |
|---|--|--|
| <u>1. PARTICULARS OF THE APPLICANT (S) :</u> | | |
| 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. | |
| <u>2. CONSTITUTION OF THE FIRM / COMPANY</u> | | |
| A. | State whether it is (i) Proprietary (ii) Partnership (iii) Private Ltd. (iv) Public Limited or (v) Co-operative Society (vi) Trusts. | |
| 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 authorising 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 :

| SR.NO. | AREA (IN SQ.MTRS) | PURPOSE |
|---------------|--------------------------|----------------|
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DECLARATION

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.

- 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 S.E.(KANDLA LAND)
ESTATE DIVISION
DEENDAYAL PORT AUTHORITY
POST BOX NO. 50
GANDHIDHAM (KUTCH)**

CHAPTER-3

TENDERINGPROCESS

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

| | |
|------------------|-----------------------------|
| Volume I | EMD and Tender Fees. |
| VolumeII | Technical bid |
| VolumeIII | Commercial bid |

- 3.2 **CONTENTS OF THE TECHNICAL BID :**

The Technical bid shall invariably be submitted along with information/documents as required under Clause 1.30 & 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 & Security Deposit amount paid by the bidder to D.P.T. 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.T. shall forfeit the EMD and the tenderer shall lose the right to use the plot.
- 3.7 Tenders without Tender fees and EMD shall not be considered valid and Technical bid of those tenderer shall not be opened.

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 for LIQUID STORAGE TANK only. 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 are fully conversant with the provisions applicable.

4.4 AREA OF THE PLOT :

| SR. NO. | AREA OF PLOT (IN SQ.MTRS) | PURPOSE OF PLOT TO BE USED |
|----------------|---------------------------------------|---|
| 1 | 10000 | Warehouses, Storage Tank, Godown Factories And Other Business Purpose |
| 2 | 14749 | Handling And Storage Of Hazardous And Non Hazardous Liquid Chemicals And Liquefied Gases. |
| 3 | 1673 | Const. Of Tanks For Storage Of Edible Oil. |

*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 " Deenayal Port Authority", payable at Gandhidham from Nationalized/ Scheduled Bank. If the Security Deposit amount is less than Rs. 1 Crore (Rupees one crore), it may be remitted as per the modes mentioned in above para. If the same is equal or more than one crore, then the same can be deposited in form of Bank Guarantee issued by any nationalized/schedule bank(except co-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 1.30 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 Supdt. Engineer (Kandla Land) within 7 days of opening of the tenders. The hard copy of the tender shall also be submitted in two covers.**

1. Cover – I – (Containing EMD in the form of Demand Draft/Bankers Cheque/Pay Order/ Bank Guarantee and Tender fees in the form of Demand Draft/Bankers Cheque/Pay Order) **and**
2. Cover – II (containing Technical credentials).

The above mentioned 02 Covers i.e. Cover – I and Cover – II, should be kept in the Main Cover and this Main Cover shall be addressed to and bear the following identification

- (a) **The Supdtg. Engineer (Kandla Land),
DEENDAYAL PORT AUTHORITY,
A.O. Building, Estate Division,
Ground floor, Gandhidham-Kutch-370201.**
- (b). **(b) bear the following identification:**

Accompaniments for **"E-TENDER CUM E-AUCTION FOR ALLOTMENT OF 03 NOS. OF PLOTS (WITH STRUCTURE) SITUATED AT OLD/NEW KANDLA FOR THE PURPOSE OF LIQUID STORAGE TANKS (PRODUCTS PERMITTED IN THE EARLIER LEASE DEED / ALLOTMENT LETTER) ON 30 YEARS LEASE BASIS ON AS IS WHERE IS BASIS."(PHASE-I)**

| | | |
|--------------------------|----------|--|
| COVER - I | - | (containing EMD & Tender Fee) and |
| COVER – II | - | (containing Technical credentials) |
| BID REFERENCE NO. | – | LS – 03/2022. |

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 can not 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 alongwith the applicable taxes and Security Deposit (being 02 years lease rental). Thereafter, the DEENDAYAL PORT AUTHORITY will issue a letter of Allotment. 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 any nationalized/schedule bank (except co-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.

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 issue of allotment letter, failing which the allotment will be liable to be cancelled and Lease Rental, Security Deposit and EMD forfeited.

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 which is already developed. 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.

In case of completion certificate not obtained from the DEENDAYAL PORT AUTHORITY by earlier lessee/previous lessees, "H1" bidder or successful bidders are required to obtain completion certificate from DPA.

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 issue of allotment letter, failing which the allotment will be liable to be cancelled and Lease Rental, Security Deposit and EMD forfeited.

4.21 LEASE PERIOD

Lease period shall be of 30 years, started from date of handing over of possession and shall not be renewed.

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 alongwith the applicable taxes, value of existing assets, if any, 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, value of existing assets 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.

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). Change of purpose shall not be allowed. 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 :

1. The bidder should have no conflict of interest in taking up the subject work.
2. An undertaking stating that bidder do not have conflict of interest 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/contract;

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 S K Sarkar, IAS (Retd.), and Shri Saurabh Chandra IAS (Retd),* have been nominated as Independent External Monitor (IEM) for Integrity Pact whose address is as under.

| | |
|---|--|
| Shri S K Sarkar, IAS (Retd.), B-104,NAYANTARA APTT. PLOT NO. 8 B, SEC 07, DWARKA, NEW DELHI – 110 075 (M) : 98111 49324 EMAIL Id- sksarkar1979@gmail.com | Shri Saurabh Chandra IAS (Retd),Independent External Monitor (IEM), A-9, Sector -30, . PLOT NO. 8 B, SEC 07, DWARKA, <u>NEW DELHI – 110 075.</u> <u>EMAIL Id-saurabh7678@yahoo.in,</u> |
|---|--|

The bidders have to sign & seal and upload the same in online. Bidders also submit the hard copy of the Integrity Pact Form to Deendayal Port Authority, alongwith the Technical Bid i.e. in Cover – II.

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.

Signature of Applicant

**Supdt. Engineer (KL)
DEENDAYAL PORT AUTHORITY**

CHAPTER – 5

"UNDERTAKING FOR THE WORK OF" E-TENDER CUM E-AUCTION FOR ALLOTMENT OF 03 NOS.. OF PLOTS (WITH STRUCTURE) SITUATED AT OLD/NEW KANDLA FOR THE PURPOSE OF LIQUID STORAGE TANKS (PRODUCTS PERMITTED IN THE EARLIER LEASE DEED / ALLOTMENT LETTER) ON 30 YEARS LEASE BASIS ON AS IS WHERE IS BASIS." (PHASE-I)

PLACE :

DATE :

From :

To

Supdtg. Engineer (Kandla Land)
Land Section, Deendayal Port Authority,
Post Box No.50,

Gandhidham (Kutch)

SUB: OFFER OF PREMIUM FOR ALLOTMENT OF 03 NOS.. OF PLOTS (WITH STRUCTURE) SITUATED AT OLD/NEW KANDLA FOR THE PURPOSE OF LIQUID STORAGE TANKS (PRODUCTS PERMITTED IN THE EARLIER LEASE DEED / ALLOTMENT LETTER) ON 30 YEARS LEASE BASIS ON AS IS WHERE IS BASIS.(PHASE-I)"

Sir,

Please refer to your press advertisement inviting offers for *the* allotment of 06 NOS.. of plots (with structure) situated at Old/new Kandla for the purpose of liquid storage tanks (products permitted in the earlier lease deed / allotment letter) on 30 years lease basis on as is where is basis(PHASE-I). 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)**