

“POLICY FOR GRANT OF PERMISSION FOR LAYING AND OPERATING THE PIPELINES IN KPT LIMIT”

(A) Permission to lay pipelines for handling liquid cargo from 'Y' junction to installation inside Port area:

After detailed discussion & deliberations the Policy along with Terms & Conditions has been recommended to place before the Board as under:

(2) Scope of Permission

- (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 Kandla Port Trust
- (b) The permission to lay pipelines shall be granted on *Right of Way Basis* and shall be on a purely temporary basis.
- (c) Only permission shall be given. There shall not be any allotment of land to the party nor is to be construed to be a lease or license.
- (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.
- (e) The permission granted by KPT shall not in any way be transferable.
- (f) The permission shall be granted only to the lessees of tank farms.
- (g) KPT reserves the right to withdraw the permission at any time after assigning reason.
- (h) The permission granted shall be strictly as per the provisions and Terms & Conditions of the Land Policy Guidelines / any other guidelines issued by the Ministry of Shipping, Govt. of India from time to time and the same shall continue to be governed by the provisions of the Land Policy guidelines issued from time to time. The latest land policy guidelines issued by the Ministry of Shipping are annexed as Annexure A to the terms and conditions for reference.
- (i) The permission shall not give any right of access to Jetty and handling of ships
- (j) Permission shall be granted purely on the basis of availability of space and handling capacity from time to time and in this regard the decision of port shall be final and binding.
- (k) The validity of the way leave permission granted by the port shall be co-terminus with lease period of the land on which the storage facility has been built.
- (l) The permission shall be governed by Security Regulations of the port applicable from time to time as per ISPS Code.
- (m) The pipeline have to laid within a period of one year from the date of grant of permission failing which the permission shall stand automatically cancelled and security deposit paid by the party shall be forfeited forthwith. Within seven days of completion of laying work, the party shall inform the port about the same and seek NOC from Chief Engineer, KPT by submitting completion drawings and the completion certificate shall be issued within 7days.
- (n) Extension of time for laying the pipelines will however be granted in case of delay due to non permission of hot work & Force majeure.
- (o) Kandla Port Trust reserves right to direct the parties to remove, modify or re-route the pipelines and the parties shall carry out the same at their own cost.

2. Charges Payable

- (a) The party who is granted permission for laying pipelines shall have to pay the following charges to Kandla Port Trust for laying pipelines and handling cargo through them at the frequency showing against each:-

Type of Charges	By whom payable	Rate	Frequency
Supervision Charges	Party laying the pipelines	15% or at the rate fixed by the Board from time to time on the cost of work (cost of pipelines and laying) and shall be payable even in case of third party supervision.	One Time. Cost of laying pipelines shall be got approved from Civil Engineering Department of KPT.
Way leave charges	All parties who lay pipelines irrespective of tiers existing in one way leave (pedestal)	On the basis of area occupied by pipelines which shall be calculated as under 2X Diameter of Pipelines X Length of pipelines X Rate per Square meter.	Annually to be paid in advance at the rates prevailing from time to time in the Scale of Rates of KPT. Additionally the WLC shall be subject to escalation @ 2% per annum or at the rates of escalation revised from time to time

Illustrations provided at Annexure-A

- (b) Service Tax & Cess, at the rates prevailing from time to time shall be extra on all the charges mentioned at (a) above and shall be borne by the parties.
- (c) All other applicable taxes, duties & cess etc shall have to be borne by the party and shall be payable directly to the concerned authority.
- (d) Delayed payment of Way Leave Charges shall attract penal interest @ SBI Prime Lending Rate + 2% from the due date of payment till the actual date of payment.
- (e) *Non-payment of WLC for consecutive two years shall lead to automatic cancellation of permission and forfeiture of two years WLC deposited as security deposit with a further right to port trust to seek legal / any other remedy to recover outstanding way leave charges together with penal interest.*
- (f) Way Leave charge shall be payable by all the parties, irrespective of tiers existing in on way leave (pedestal).

3. Security Deposit

The party seeking way leave permission for laying pipeline etc shall have to deposit Security Deposit as under:

Sr . No	Purpose	Time of Deposit of security towards	Rate	Whether Refundable / Non Refundable	In case refundable when shall the same be refunded
01	Laying of Pipelines	Prior to commencement of laying work	10% of the estimated cost which is the cost of pipelines plus cost of laying as approved by Chief Engineer [Discuss Independent Structural Engineer]	Refundable without interest	After satisfactory completion of work and submission of NOC from Chief Engineer
02	Way leave charges	Within the period of 15 days from the date of permission of laying pipeline.	2 years Way Leave Charges	To be refunded/ adjusted at the end of lease period	Not applicable

4. Obligations of the party

4.1 Prior to and during the Laying Stage

- (a) Adequate safety measures shall be taken during the laying of pipelines.
- (b) The laying of pipelines etc should be carried out under the supervision of Senior Engineer (PL)
- (c) The party shall lay pipelines etc as per the route plan approved by the competent authority of the port subject to modifications as per the site conditions which shall be got approved from the Port Trust
- (d) While laying pipelines, if road cutting is required in port limits the party shall have to obtain prior permission from Executive Engineer (Road) and the required charges shall have to be paid.

(e) After completion of laying work, the entire area of work shall be got cleared /leveled by the party at its own cost.

(f) The party shall ensure that during the work of laying of pipelines the normal port activities are not hampered.

(g) The party shall not re-route /extend the pipeline to other parties without prior approval / permission of the port, failing which the permission granted shall be cancelled without any further notice.

(h) The party shall have to provide pipeline pedestal and trestle with design to accommodate pipelines in three layers. The design and drawing of the pedestal and trestle are required to be got approved from Chief Engineer before commencement of work.

4.2 Operational Stage

(a) The party shall take adequate safety measures during connection/disconnection and operation of lines.

(b) The party shall handle the cargo as permitted by Chief Controller of Explosives, Nagpur

(c) Before handling cargo through the laid down pipelines a Hydro test is to be carried out in presence of representative of Senior Engineer (Pipeline), Fire Cum Safety Officer (FCSO) and authorized representative of PESO. This test has to be carried out every year.

(d) If required, the party shall have to provide booster pumps to get the designed discharge.

4.3. During repair / replacement

(a) The party shall not carry out any repairs /replacement of their line without prior permission of the port.

(b) All the prevailing procedures of Kandla Port Trust shall be applicable for repairing / replacement of lines in future.

(c) The party shall follow Petroleum Rules, 1976 and also follow the procedure laid down under the Petroleum Rules 2002 and OISD 105 while carrying out repair work and hot work.

(d) The party shall have to take the fire watch permission from FCSO, KPT by making payment of necessary charges per the Scale of Rates of the Port prevailing from time to time while carrying out hot work directly under intimation to Senior Engineer (PL). The fire watch services with the permission of FCSO, shall however, be subject to availability only and in case of non-availability the party shall have to make its own arrangements.

4.4 At all times

- (a) The party shall arrange for patrolling of their pipelines round the clock at its own cost.
- (b) The party shall bear the expenses on account of any damages to approach road patrolling path or structures during the execution of the work and also during operation and maintenance of work.

5. Statutory permission to be obtained

- (a) All statutory permissions including that of explosives and fire safety etc., shall be obtained by the parties concerned from the respective authorities
- (b) The party shall obtain necessary permission / approval from Gujarat Pollution Control Board, Gandhinagar, if required.
- (c) Whenever, the pipelines are required to be laid across railway tracks, the party has to obtain the required permission from Railway authorities and /or any other concerned authorities at its sole risk and cost in advance.

6. Precaution, Protection and Indemnity

The party shall take following precautions and ensure the following indemnifications:-

- (a) The party shall indemnify Kandla Port Trust against all kinds of damages including third party, loss to port property, personnel etc., caused during the laying, maintenance and operation of pipelines.
- (b) Kandla Port Trust shall not be held responsible for any loss, damages, pilferages etc of the products from the pipelines.
- (c) The party shall obtain all Risk Insurance Policy to cover any untoward incident.
- (d) The party shall carry out safety audit as per prevalent rules and regulations in force and instructions issued by KPT from time to time and those issued by other statutory authorities of State /Central Government and report to KPT every year or as at intervals specified in the regulations framed by various statutory authorities. All necessary actions for safety and security of pipelines will be taken by the party.
- (e) The party shall forthwith stop pumping operation as soon as leakages are noticed in the pipeline. In case of any leakage, adjoining area shall be cordoned off to prevent occurrence of fire. The product shall be immediately collected and transported by the party to its installation at its own cost.
- (f) In case of fire / accidents / emergency the party shall have to make its own arrangements at its own risk and cost to meet with the situation as per requirement. KPT will provide services on no obligation basis and only subject to availability and at the prevailing rates.

- (g) The party shall strictly follow the Oil Industry Safety Directorate Standards (OISD) to ensure protection from the view point of security, fire and safety threats.
- (h) All other usual operating conditions as relevant to the Port Trust and as prescribed by the Port shall have to be followed by the party.
- (i) The party shall have to submit a copy of Disaster Management plan to KPT, if required. (SOP, HAZOP etc.)

7. Compliance with applicable laws

The party shall at all times comply with:

- (a) All laws of land with regard to storage, transportation, evacuation etc from safety and security view point.
- (b) All relevant and applicable rules, regulations **and amendments thereof time to time** of Kandla Port Trust and other statutory authorities such as Chief Controller of Explosives, Nagpur and also provisions of relevant statues.

8. Removal of Pipelines in case of non requirement

- (a) In case pipelines are no more required, the party shall inform the same to KPT and remove the pipe lines within a period of three months from the date of intimation to KPT and shall surrender the vacant area to the port in its original condition and no compensation whatsoever shall be paid to the party.
- (b) In case the pipelines are not removed within a period of three months from the date of intimation, the same shall be removed by KPT at the risk and cost of the party.

9. Timeline for the approval of Pipeline.

- (a) The lay out plan / drawings showing the route of pipeline with structure is required to be submitted by party within 45 days after receipt of permission letter for approval of competent authority.
- (b) After receipt of lay out plan / drawing the competent authority of KPT shall approve the same within 45 days.

(B) Permission to lay pipelines for handling liquid cargo from oil jetties to 'Y' junction inside oil jetty area.

Chief Engineer informed that the Procedure for appointment of Consultant for grant of permission from Oil jetties to 'Y' Junction inside Oil jetty area is in process and after getting the Consultant report, the Policy along with Terms & Conditions will be separately submitted to Land Allotment committee and approval of Board.

(C) Permission to lay Air/Pigging pipelines from oil jetties to installation inside Port area.

After detailed discussion & deliberations the Committee decided that the Policy already approved for Repair/replacement of existing Pipelines and laying of New Air/Pigging pipelines vide Resolution No. 195 of 20.5.2011 shall be continued as the same is in the line with Land Policy Guidelines 2014.

(D) Permission to lay pipeline for handling liquid cargo from one terminal to other terminal.

The practice of allowing permission from One Terminal to other Terminal with the approval of Chairman shall be continued as per the Terms & conditions of laying of Pipelines from 'Y' Junction to Tank Terminals detailed at (A) above.

Illustration

Sub: Permission for laying of 300 mm. dia. Pipeline from Oil Jetty No. 4 to Installation.

(a) Approval of route plan.

(b) Checking of Estimate

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Considering 1000 mtr. Length from Oil Jetty to Terminal.

(a) Oil Jetty to Custom wall Length :- 350 mtr.

(b) Custom wall to Terminal Length :- 650 mtr.

(c) Total Cost of Estimate for pipeline and laying = Rs. 30,00000/-

Charges Payable

(a) Wharfage Charges :

(b) Super vision Charges: 15% of Rs. 30,00000/-
i.e. Rs. 4,50000/-

(a) Way leave Charges :

1) Oil Jetty to custom wall = $2 \times 0.300 \times 350 = 210$ m2.

2) Custom wall to terminal = $2 \times 0.300 \times 650 = 390$ m2.

210 m2 @ Rs. 259.20 = Rs. 54432.00

390 m2 @ Rs. 941.74 = Rs. 367279.00

Total =Rs. 421711.00/ yearly

Security Deposit

(b) 10% of estimate cost Rs. 30,00000 /- i.e. Rs. 3,00,000/- Refundable without interest after completion of work.

(c) Way leave Charges :

Two Years Way leaves i.e. $2 \times 421711 = \text{Rs. } 8,43,422.00$

DEENDAYAL PORT TRUST

Site:-www.deendayalport.gov.in



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No.ES/TN/4909/A/482

Dated: 07/08/2019

// CIRCULAR //

In partial modification to BR No. 202, dated 10.03.2010, the Board of Trustees, Deendayal Port Trust, vide resolution no. 30, dated 22.07.2019 has resolved to approve to levy Penalty Charges for mortgaging properties of DPT & SRC Land without prior permission of Competent Authority, as under in addition to prevailing Mortgage Fees:-

Size Of Plot (Sq.Mtrs)	Fixed Mortgage Penalty Charges (INR)
Plot Area < 100	1000.00
100 ≤ Plot Area < 1000	5000.00
1000 ≤ Plot Area < 5000	10,000.00
5000 ≤ Plot Area < 20,000	20,000.00
20,000 ≤ Plot Area < 40,000	30,000.00
40,000 ≤ Plot Area < 60,000	40,000.00
60,000 ≤ Plot Area < 80,000	60,000.00
80,000 ≤ Plot Area < 1,00,000	80,000.00
1,00,000 ≤ Plot Area	1,00,000.00

Accordingly, Mortgage Penalty Charges shall be effective prospectively i.e. from the date of issue of this circular.

Superintending Engineer (Estate)
Deendayal Port Trust.

Copy to:

1. M/s SRC LTD, Adipur: With a request to forward the Mortgage Applications showing the area of plot/Flat/Shops as the case may be
2. FA&CAO
3. Secretary
4. Sr. DD (EDP):with a request to hoist the circular on DPT's website
5. SE (Kandla Land).....
6. PA to CE.
7. All dealing Asstt. (Estate Division)

PLOT NO. 1 (300 ACRE)

DETAILS OF LATITUDE & LONGITUDE ARE AS UNDER (CORDINATES ARE TANTETIVE SUBJECT TO CHANGE AS PER THE REQUIREMENT)

SR NO.	LATITUDE	LONGITUDE
1	23° 3'36.39"N	70°11'12.51"E
2	23° 3'11.81"N	70°11'39.86"E
3	23° 3'31.44"N	70°12'31.01"E
4	23° 3'37.37"N	70°12'31.96"E
5	23° 3'41.80"N	70°12'23.14"E
6	23° 3'38.96"N	70°12'9.84"E
7	23° 3'42.79"N	70°11'23.96"E

PLOT NO. 2 (300 ACRE)

DETAILS OF LATITUDE & LONGITUDE ARE AS UNDER (CORDINATES ARE TANTETIVE SUBJECT TO CHANGE AS PER THE REQUIREMENT)

SR NO.	LATITUDE	LONGITUDE
1	23° 3'50.20"N	70°10'48.50"E
2	23° 4'3.78"N	70°11'6.61"E
3	23° 4'26.60"N	70°11'24.37"E
4	23° 3'56.91"N	70°12'1.59"E
5	23° 3'45.25"N	70°11'32.08"E
6	23° 3'47.62"N	70°11'18.59"E
7	23° 3'40.54"N	70°11'7.70"E

PLOT NO. 3 (300 ACRE)

DETAILS OF LATITUDE & LONGITUDE ARE AS UNDER (CORDINATES ARE TANTETIVE SUBJECT TO CHANGE AS PER THE REQUIREMENT)

SR NO.	LATITUDE	LONGITUDE
1	23° 4'27.93"N	70°11'23.26"E
2	23° 5'1.02"N	70°11'56.35"E
3	23° 4'27.61"N	70°12'3.69"E
4	23° 4'28.88"N	70°12'24.23"E
5	23° 4'16.33"N	70°12'13.76"E
6	23° 3'58.88"N	70°12'8.25"E

PLOT NO. 4 (300 ACRE)

DETAILS OF LATITUDE & LONGITUDE ARE AS UNDER (CORDINATES ARE TANTETIVE SUBJECT TO CHANGE AS PER THE REQUIREMENT)

SR NO.	LATITUDE	LONGITUDE
1	23° 5'3.51"N	70°11'58.80"E
2	23° 5'1.02"N	70°12'22.95"E
3	23° 5'16.08"N	70°12'3.69"E
4	23° 5'12.32"N	70°12'29.65"E
5	23° 4'36.88"N	70°12'37.58"E
6	23° 4'31.48"N	70°12'29.78"E
7	23° 4'28.55"N	70°12'5.05"E

PLOT NO. 5 (300 ACRE)

DETAILS OF LATITUDE & LONGITUDE ARE AS UNDER (CORDINATES ARE TANTETIVE SUBJECT TO CHANGE AS PER THE REQUIREMENT)

SR NO.	LATITUDE	LONGITUDE
1	23° 7'27.51"N	70°13'51.55"E
2	23° 8'6.05"N	70°14'21.91"E
3	23° 7'49.70"N	70°14'48.93"E
4	23° 7'16.95"N	70°14'20.25"E

PLOT NO. 6 (300 ACRE)

DETAILS OF LATITUDE & LONGITUDE ARE AS UNDER (CORDINATES ARE TANTETIVE SUBJECT TO CHANGE AS PER THE REQUIREMENT)

SR NO.	LATITUDE	LONGITUDE
1	23° 8'5.76"N	70°14'23.62"E
2	23° 8'43.31"N	70°14'48.44"E
3	23° 8'32.12"N	70°15'13.13"E
4	23° 8'12.55"N	70°15'11.18"E
5	23° 7'50.71"N	70°14'49.60"E

PLOT NO. 7 (300 ACRE)

DETAILS OF LATITUDE & LONGITUDE ARE AS UNDER (CORDINATES ARE TANTETIVE SUBJECT TO CHANGE AS PER THE REQUIREMENT)

SR NO.	LATITUDE	LONGITUDE
1	23° 8'6.35"N	70°14'22.22"E
2	23° 8'25.38"N	70°13'49.86"E
3	23° 8'36.45"N	70°13'42.60"E
4	23° 8'54.27"N	70°13'54.85"E
5	23° 8'30.48"N	70°14'39.52"E

PLOT NO. 8 (300 ACRE)

DETAILS OF LATITUDE & LONGITUDE ARE AS UNDER (CORDINATES ARE TANTETIVE SUBJECT TO CHANGE AS PER THE REQUIREMENT)

SR NO.	LATITUDE	LONGITUDE
1	23° 8'31.92"N	70°14'39.45"E
2	23° 9'2.40"N	70°13'44.15"E
3	23° 9'20.39"N	70°13'56.47"E
4	23° 8'52.00"N	70°14'53.22"E

PLOT NO. 9 (300 ACRE)

DETAILS OF LATITUDE & LONGITUDE ARE AS UNDER (CORDINATES ARE TANTETIVE SUBJECT TO CHANGE AS PER THE REQUIREMENT)

SR NO.	LATITUDE	LONGITUDE
1	23° 9'21.22"N	70°13'57.61"E
2	23° 9'25.89"N	70°14'23.69"E
3	23° 9'23.99"N	70°14'33.96"E
4	23° 8'57.18"N	70°15'25.91"E
5	23° 8'43.09"N	70°15'15.59"E

PLOT NO. 10 (200 ACRE)

DETAILS OF LATITUDE & LONGITUDE ARE AS UNDER (CORDINATES ARE TANTETIVE SUBJECT TO CHANGE AS PER THE REQUIREMENT)

SR NO.	LATITUDE	LONGITUDE
1	23° 9'23.85"N	70°14'34.13"E
2	23° 9'29.55"N	70°14'37.67"E
3	23° 9'35.84"N	70°14'57.30"E
4	23° 9'31.17"N	70°15'4.31"E
5	23° 9'26.03"N	70°15'20.74"E
6	23° 9'3.13"N	70°15'30.74"E
7	23° 8'58.45"N	70°15'26.73"E

PLOT NO. 11 (200 ACRE)

DETAILS OF LATITUDE & LONGITUDE ARE AS UNDER (CORDINATES ARE TANTETIVE SUBJECT TO CHANGE AS PER THE REQUIREMENT)

SR NO.	LATITUDE	LONGITUDE
1	23° 7'28.73"N	70°13'49.51"E
2	23° 8'1.30"N	70°13'46.02"E
3	23° 8'24.29"N	70°13'49.79"E
4	23° 8'6.80"N	70°14'20.56"E

PLOT NO. 12 (200 ACRE)

DETAILS OF LATITUDE & LONGITUDE ARE AS UNDER (CORDINATES ARE TANTETIVE SUBJECT TO CHANGE AS PER THE REQUIREMENT)

SR NO.	LATITUDE	LONGITUDE
1	23° 4'56.82"N	70° 9'54.95"E
2	23° 5'5.28"N	70° 9'40.32"E
3	23° 5'7.89"N	70° 9'40.84"E
4	23° 5'18.95"N	70° 9'28.89"E
5	23° 5'22.16"N	70° 9'28.74"E
6	23° 5'28.25"N	70° 9'22.45"E
7	23° 5'28.83"N	70° 9'25.50"E
8	23° 5'31.33"N	70° 9'24.44"E
9	23° 5'34.88"N	70° 9'19.46"E
10	23° 5'38.40"N	70° 9'16.44"E
11	23° 5'37.82"N	70° 9'14.20"E
12	23° 5'40.83"N	70° 9'3.80"E
13	23° 5'49.84"N	70° 9'6.64"E
14	23° 5'44.26"N	70° 9'14.83"E
15	23° 5'41.77"N	70° 9'18.62"E
16	23° 5'40.77"N	70° 9'22.75"E
17	23° 5'36.77"N	70° 9'26.98"E
18	23° 5'36.64"N	70° 9'29.41"E
19	23° 5'34.89"N	70° 9'29.53"E
20	23° 5'31.63"N	70° 9'32.85"E
21	23° 5'25.29"N	70° 9'43.62"E
22	23° 5'28.46"N	70° 9'47.98"E
23	23° 5'19.12"N	70° 9'58.90"E
24	23° 5'18.66"N	70° 9'58.80"E
25	23° 5'17.75"N	70° 9'59.97"E
26	23° 5'15.57"N	70°10'3.53"E
27	23° 5'18.17"N	70°10'5.37"E
28	23° 5'17.63"N	70°10'12.03"E
29	23° 5'15.10"N	70°10'5.24"E
30	23° 5'8.55"N	70°10'7.24"E
31	23° 5'4.12"N	70° 9'57.43"E

PLOT NO. 13 (150 ACRE)

DETAILS OF LATITUDE & LONGITUDE ARE AS UNDER (CORDINATES ARE TANTETIVE SUBJECT TO CHANGE AS PER THE REQUIREMENT)

SR NO.	LATITUDE	LONGITUDE
1	23° 3'51.91"N	70°10'9.64"E
2	23° 4'1.07"N	70°10'19.58"E
3	23° 4'8.38"N	70°10'41.38"E
4	23° 4'29.37"N	70°10'50.75"E
5	23° 4'25.17"N	70°11'14.89"E
6	23° 4'2.28"N	70°11'0.42"E
7	23° 3'50.71"N	70°10'38.99"E
8	23° 3'36.61"N	70°10'20.62"E

PLOT NO. 14 (150 ACRE)

DETAILS OF LATITUDE & LONGITUDE ARE AS UNDER (CORDINATES ARE TANTETIVE SUBJECT TO CHANGE AS PER THE REQUIREMENT)

SR NO.	LATITUDE	LONGITUDE
1	23° 4'36.80"N	70°10'57.57"E
2	23° 5'3.00"N	70°11'24.41"E
3	23° 4'54.42"N	70°11'42.89"E
4	23° 4'47.54"N	70°11'33.10"E
5	23° 4'31.39"N	70°11'21.94"E
6	23° 4'28.37"N	70°11'11.88"E
7	23° 4'30.30"N	70°11'2.17"E

E-TENDER CUM E-AUCTION FOR ALLOTMENT OF PLOTS FOR DEVELOPMENT OF GREEN HYDROGEN & ITS DERIVATIVES AND ALLIED INFRASTRUCTURE (EXCLUDING RENEWABLE ENERGY) ON 30 YEARS LEASE ON AS IS WHERE BASIS AS PER THE PROVISIONS OF THE POLICY GUIDELINES ON LAND MANAGEMENT,2015.

PRICE – BID / COMMERCIAL BID

SR. NO	Plot No.	AREA (IN ACRES.)	RESERVE PRICE (RS. ACRES / YEAR)	PREMIUM OFFERED OVER AND ABOVE THE RESERVE PRICE (RS. ACRES / YEAR)		TOTAL AMOUNT OFFERED (PER ACRE / YEAR) (COLUMN NUMBER 4 + COLUMN NUMBER 5)		GRAND TOTAL LEASE RENTAL PER YEAR
				IN FIGURES	IN WORDS	IN FIGURES	IN WORDS	AREA (3) X COLUMN NUMBER 6
1	2	3	4	5		6		7
1	01	300	28166.15					
2	02	300	28166.15					
3	03	300	28166.15					
4	04	300	28166.15					
5	05	300	28166.15					
6	06	300	28166.15					
7	07	300	28166.15					
8	08	300	28166.15					
9	09	300	28166.15					
10	10	200	28166.15					
11	11	200	28166.15					
12	12	200	28166.15					
13	13	150	28166.15					
14	14	150	28166.15					

**Yours faithfully,
(Name & Signature of the Applicant**

and Seal of the Company)

E-TENDER CUM E-AUCTION FOR ALLOTMENT OF PLOTS FOR DEVELOPMENT OF GREEN HYDROGEN & ITS DERIVATIVES AND ALLIED INFRASTRUCTURE (EXCLUDING RENEWABLE ENERGY) ON 30 YEARS LEASE ON AS IS WHERE BASIS.

PRE-BID QUERIES AND CLARIFICATION

Sr.No.	PART/VO L.	Page No.	Clause No.	Tender Clause	BIDDER's Query	CLARIFICATION
1	E - TENDER NOTICE NO. LS – 10/2023	Page 3 of 31	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	Bidder understands https://www.nprocure.com website has been changed to https://tender.nprocure.com now. Also, the tender is not displayed at https://tender.nprocure.com . Hence, bid documents, amendments, etc. and bid submission shall be done through https://www.eprocure.gov.in (CPPP) website only. Kindly confirm.	Bids are to be invariably submitted on the site of n.procure.com as indicated in the tender document by obtaining necessary digital key. The whole tender is also visible on the same site.
2	CHAPTER 1	Page 7 of 31	1.2	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	Bidder understands https://www.nprocure.com website has been changed to https://tender.nprocure.com now. Also, the tender is not displayed at https://tender.nprocure.com . Hence, bid documents, amendments, etc. and bid submission shall be done through https://www.eprocure.gov.in (CPPP) website only. Kindly confirm.	

3	CHAPTER 1	Page 8 of 31	1.5, 1.6, 1.9	<p>1.5 ON LINE SUBMISSION OF TENDER :</p> <p>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.</p> <p>1.6 A scanned copy of all details as required shall be up loaded in electronic format only.</p> <p>1.9 The Proof of the Tender Fees and EMD made through digital mode or original BG shall be submitted so as to reach the Office of the Executive 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</p>	<p>Bidder understands only Original EMD BG / BG payment confirmation, Tender Fees payment confirmation shall be submitted in hardcopy / originals to DEENDAYAL PORT AUTHORITY.</p> <p>All other bid documents such as Integrity Pact, all Cover-II (Technical Bid Documents), Cover-III (Price Bid), Form of Application (as per Chapter-2 of tender), Undertaking For the Work (as per Chapter-5 of tender) shall be submitted online through https://www.eprocure.gov.in (CPPP) website only.</p> <p>Kindly confirm.</p> <p>Please also share format of EMD-BG. The format is not available at CPP portal.</p>	<p>All documents are to be submitted online including proof towards payment of Tender fee, EMD, Integrity Pact etc. However, hard copy of BG as well as well as other documents are to be submitted within 7 days of opening of tender. For evaluation purpose only online copies shall be considered. Format of EMD-BG is enclosed.</p>
4	CHAPTER 1	Page 10 of 31	1.22	<p>1.22 Tenderers are bound by the Deendayal Port Authority rules and regulation being issued from time to time.</p>	<p>All applicable rules and regulations of Deendayal Port Authority shall be informed before price bid submission.</p>	<p>Tender Conditions holds good.</p>
5	CHAPTER 1	Page 10 of 31	1.25	<p>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.</p>	<p>Please share Annexure-A of the tender. The same is not available in CPP Portal.</p> <p>Any comment on the document, if any, shall be submitted after receipt of the document.</p>	<p>All documents available at website www.nprocure.com. Annexure-A is enclosed.</p>
6	CHAPTER 1	Page 11 of 31	1.29	<p>1.29 E-Auction</p> <p>(e). All the eligible tenderer shall be allowed to participate in the E-Auction process of any plot of same size. The maximum number of highest bids in same size plots, which the bidder can participate, will be restricted to the number of plots for which the E.M.D. has been submitted by the Tenderer. i.e. if the Tenderer has submitted EMD for one plot and if declared as successful bidder, for any of the one plot of same size, then he shall not be allowed to participate in the E-auction of subsequent plots of same size.</p>	<p>Bidder understands bidder has to submit EMD for each plot for which bidder would like to participate in e-Auction. EMD of particular plot shall not be applicable to other plot, even though size of the plot may be same.</p> <p>Kindly confirm.</p>	<p>The tender conditions No. 1.29(e) has been deleted. Bidder has to submit EMD for each plot for which bidder would like to participate in E-Auction. EMD of particular plot shall not be applicable to other plot, even though size of the plot may be same.</p>

7	CHAPTER 1	Page 12 of 31	1.30	<p>1.30 ELIGIBILITY CRITERIA: PRELIMINARY BID</p> <p>3. Integrity Pact duly signed by bidder and 2 witness has to be submitted in preliminary bid.</p>	<p>Please share format of Integrity Pact. The same is not available in CPP Portal. Also, bidder understands Integrity Pact shall be submitted in online bid only (no hard copy shall be submitted).</p> <p>Kindly confirm.</p>	<p>All documents available at website www.nprocure.Com. However, format of integrity pact is enclosed. Integrity Pact shall be submitted in online bid as well as hard copy in the preliminary bid as per the tender condition.</p>
8	CHAPTER 1	Page 11, 12 of 31	1.30	<p>1.30 ELIGIBILITY CRITERIA:4 All the documents are to be submitted online failing which the bidder shall stand disqualified.</p> <p>Technical Bid</p> <p>4. 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.</p> <p>5. 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.</p> <p>8. 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</p>	<p>Bidder understands only Original EMD BG / BG payment confirmation, Tender Fees payment confirmation shall be submitted in hardcopy / originals to DEENDAYAL PORT AUTHORITY.</p> <p>All other bid documents such as Integrity Pact, all Cover-II (Technical Bid Documents), Cover-III (Price Bid), Form of Application (as per Chapter-2 of tender), Undertaking For the Work (as per Chapter-5 of tender) shall be submitted online through https://www.eprocure.gov.in (CPPP) website only.</p> <p>Kindly confirm.</p> <p>Please also share format of EMD-BG. The format is not available at CPP portal.</p>	<p>The Proof of the Tender Fees and EMD made through digital mode or original BG shall be submitted so as to reach the Office of the Executive Engineer (Kandla Land), DEENDAYAL PORT AUTHORITY within 7 days from the date of opening of Technical bid through Registered AD Post / Speed Post only. Further, all other documents which are uploaded online, hard copies of the same required to be submitted so as to reach the Office of the Executive Engineer (Kandla Land), DEENDAYAL PORT AUTHORITY within 7 days from the date of opening of Technical bid through Registered AD Post / Speed Post only</p>
9	CHAPTER 4	Page 19 of 31	4.4	<p>4.2 PLOT TO BE INSPECTED BY TENDERER BEFORE BIDDING :</p> <p>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.</p>	<p>As per clause 4.4, the plot size is tentative. Actual plot size will be measured after completion of e-Auction through actual survey and demarcation. Deendayal Port Authority (DPA) shall mention coordinates and actual area of the allotted plot (which bidder have right to verify and confirm) being allotted to bidder in the Allotment Letter issued to successful bidder.</p> <p>Annual rental of the plot shall be based on actual area of the plot.</p>	<p>As per the Annexure.</p> <p>Yes, annual rental of the plot is based on area of the plot.</p>

10	CHAPTER 4	Page 19 of 31	4.4	4.4 The above area is tentative, 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.	Please share Annexure-B of the tender. The same is not available in CPP Portal. Any comment on the document, if any, shall be submitted after receipt of the document.	All documents are available at website www.nprocure. Com . However, Annexure-B is enclosed.
11	CHAPTER 4	Page 19 of 31	4.6	4.6. SECURITY DEPOSIT The Security Deposit shall be remitted through Demand Draft/Bankers Cheque/ Pay Order in favour of "Deenayal Port Authority", payable at Gandhidham from Nationalized/ Scheduled Bank. If the Security Deposit amount is less than Rs. 1 Crore (Rupees one crore), it may be remitted as per the modes mentioned in above para. If the same is equal or more than one crore, then the same can be deposited in form of Bank Guarantee issued by ay nationalized/schedule bank(except o-operative bank) having its branch at Gandhidham.	Bidder requests DPA to allow depositing Security Deposit in form of Bank Guarantee of if deposit amount is more than INR 80 Lacs, instead of INR 1 Cr.	Tender conditions prevails
12	CHAPTER 4	Page 19 of 31	4.8	... 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.	Bidder understands only Original EMD BG / BG payment confirmation, Tender Fees payment confirmation shall be submitted in hardcopy / originals to DEENDAYAL PORT AUTHORITY. All other bid documents such as Integrity Pact, all Cover-II (Technical Bid Documents), Cover-III (Price Bid), Form of Application (as per Chapter-2 of tender), Undertaking For the Work (as per Chapter-5 of tender) shall be submitted online through https://www.eprocure.gov.in (CPPP) website only. Kindly confirm. Please also share format of EMD-BG. The format is not available at CPP portal.	Kindly see Sr. No. 8 above. All documents are available at website www.nprocure. Com . However, format of EMD-BG is enclosed.

13	CHAPTER 4	Page 24 of 31	4.17	4.17 ALLOTMENT : 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.	Please clarify meaning of "Possession of the Land". Bidder understands effective date of lease period commencement will be mentioned in Allotment Letter.	The meaning of possession of land means physical possession of plot handed over to party and accordingly lease period shall start from the date of the possession of the plot.
14	CHAPTER 4	Page 24 of 31	4.18	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.	DEENDAYAL PORT AUTHORITY shall indemnify allottee against any loss/damages to property or lives arising out of use of land, or any issue related to land ownership.	Tender condition prevails
15	CHAPTER 4	Page 24, 25 of 31	4.20	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	Please clarify meaning of "Possession of the Land". Bidder understands effective date of lease period commencement will be mentioned in Allotment Letter.	The meaning of possession of land means physical possession of plot handed over to party and accordingly lease period shall start from the date of the possession of the plot.
16	CHAPTER 4	Page 25 of 31	4.21	4.21 LEASE PERIOD Lease period shall be of 30 years, started from date of handing over of possession and shall not be renewed.	Bidder requests to consider renewal of Lease Period based on mutual agreement between Lessee and Lessor as and when required.	TENDER CONDITION PREVAILS
17	CHAPTER 4	Page 26 of 31	4.21	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.	Bidder requests DPA to modify the clause as suggested below: If the leased land is not utilized within four years of allotment for the purpose for which it is allotted, the lease will be terminated.	TENDER CONDITION PREVAILS
18	CHAPTER 4	Page 27 of 31	4.30	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. 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.	Within three months of expiry / termination / determination of lease or within mutually agreed duration depending on actual conditions when such event occurs , the lessee shall remove all structures, materials, etc. from the plot. DPU is kindly requested to accept the above change.	TENDER CONDITION PREVAILS

19	CHAPTER 4	Page 27 of 31	4.30	<p>4.30 EXPIRY OF LEASE</p> <p>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.</p>	<p>Bidder requests DPA to modify the clause as suggested below:</p> <p>In the case of cancellation of allotment and/or determination of lease before expiry of the lease period for reasons attributable to Lessee 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.</p> <p>In all other cases, compensation, damages of whatsoever nature including for loss of business etc. payable by Lessor shall be mutually discussed</p>	TENDER CONDITION PREVAILS
20	CHAPTER 4	Page 27 of 31	4.30	<p>4.30 EXPIRY OF LEASE</p> <p>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.</p>	<p>Bidder requests DPA to modify the clause as suggested below:</p> <p>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 1.5 times the lease rent, in accordance with the prevailing applicable SoR, till vacant possession is obtained.</p>	TENDER CONDITION PREVAILS
21	CHAPTER 4	Page 28 of 31	4.30	<p>4.30 EXPIRY OF LEASE</p> <p>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.</p>	<p>Necessary actions / remedies / rules are already defined in the clauses of tender and agreements, hence, referred open ended clause is requested to be deleted.</p>	TENDER CONDITION PREVAILS

22	CHAPTER 4	Page 28 of 31	4.31	<p>4.31. ADMINISTRATION OF TERMS OF ALLOTMENT :</p> <p>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.</p> <p>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.</p>	<p>Any rules and regulations made by Chairperson of DPA / Board of Trustees of DPA which may be made effective after price bid submission shall be shared with bidders before price bid submission.</p> <p>Any rules and regulations to made effective after price bid submission shall be mutually discussed with bidder / allottee as it may impact the investment made at demised premises and related business plan.</p> <p>Any change in rules and regulations of lease due to change made by Govt. of India or Lessor shall be treated as Change in Contract or Change in Law which shall be treated / compensated with mutually discussed and agreed additional cost and time impact on case to case basis as applicable.</p>	TENDER CONDITION PREVAILS
23	CHAPTER 4	Page 28 of 31	4.31	<p>4.31. ADMINISTRATION OF TERMS OF ALLOTMENT :</p> <p>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 off the Government.</p> <p>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.</p>	<p>In case DPA exercises right of determine the lease before expiry of the term of lease for any purpose or due to any reason not attributable to Lessee, Lessor shall compensate the Lessee for loss of business for the remaining term of the lease, cost incurred due to relocation of activities, structure, materials, etc. to another place offered by DPA (if applicable) and any other related cost or expenses.</p>	TENDER CONDITION HOLDS GOOD.

24	CHAPTER 4	Page 29, 30 of 31	4.33	<p>4.33. CONFLICT OF INTEREST :</p> <p>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:</p> <p>(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</p> <p>(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;</p>	<p>(ii) Since the agreement with bidder/Lessee is not related to "Consulting Assignment / Contract", point number (ii) should be deleted.</p> <p>(iii) This clause is requested to be deleted as it may limit the bidder / Lessee to participate in future similar works tenders with DPA.</p>	The condition No. 4.33 (1) and 4.33 (2) remain unchanged. Other condition of 4.33 are deleted.
25	CHAPTER 4	Page 30 of 31	4.35	<p>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.</p>	<p>Please share Annexure-C of the tender. The same is not available in CPP Portal.</p> <p>Any comment on the document, if any, shall be submitted after receipt of the document.</p>	All documents available at website www.nprocure.com . The copy of Annexure-C is enclosed.
26			Tender Clause 1.29 (E) Pg 11/31 :		<p>a) Can a bidder bid for lower land area from the given plot?</p> <p>b) In case there are two bidder for same plot (say 300 acre), but the land requirement for one bidder (say 100 acre) is less than the other one, how will port decide on E auction?</p>	<p>a) No.</p> <p>b) E-Auction shall be carried out plot wise.</p>
27			Tender Clause 4.2 Pg 18/31 :	<p>Tender Clause 4.2 Pg 18/31 :</p> <p>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.</p>	<p>QUERY: Infrastructure like approach road, ROW for gas pipeline till jetty, ROW for water connections , ROW for transmission lines should be decided , developed and maintained by PORT.</p> <p>Individual developer cannot plan these effectively. Can port consider these development plan in their scope?</p>	Approach road will be provided by the Port.

28				<p>Tender Clause 4.26 Pg 28/31 : 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.</p> <p>Tender Clause 4.26 Pg 28/31 : 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</p>	<p>QUERY: This is huge risk for the GH developer, how would our investment on industry and operations that are already established in port land be moved to alternate land as per discretion of Port Authority. Please clarify.</p>	<p>The said clause shall be applicable in case of public interest.</p>
29					<p>Tender Clause 4.31 Pg 26/31 : Approvals from Statutory Authorities</p> <p>QUERY: In case developer's proposal for the project is not approved by the concerned agency due to statutory rules, will Port allow for refund on the EMD, Security Deposit and Lease payment on Pro-rata basis to the developer?</p>	<p>Tender Condition prevails</p>
30					<p>The tendered land parcels are close to shore. Which CRZ (Coastal Regulatory Zone) applies? Port to share CRZ map of the site with LTL and HTL line demarcated.</p>	<p>CRZ map is available in the web site.</p>
31					<p>Provide Clarity on Port Development charges etc as applicable -Existing prevalent rates at Kandla Port</p>	<p>same are attached herewith</p>
32					<p>What are the existing prevalent rates at Kandla Port, for use of corridor for pipeline, maintenance charges etc that are applicable</p>	<p>Pipeline Policy attached.</p>
33					<p>What is the Min Guarantee Traffic applicable? Green Hydrogen is a nascent industry, hence We request port toward concession on MGT traffic for first 5 years of operation.</p>	<p>There is no minimum guarantee traffic</p>

34					<p>The Green Hydrogen industry requires huge amount of power requirement. Our Phase 1 project requires 150 MW of Power. Please confirm on the availability of new CTU or STU substation within DPA for ease of connectivity. Will port advocate and setup CTU/STU substation for the new GH industry coming up at DPA</p>	<p>The referred land parcel is currently not under the Licensee area of DPA. Hence, the sourcing of Power is completely in the scope of respective bidder(s). In case of multiple developers and requirement of provision of power connectivity from any established CTU/STU station to a junction point, DPA may develop the same on chargeable basis under the pool of Common user facility.</p>
35					<p>The Green Hydrogen industry requires huge amount of fresh water requirement. Understand the source of water would be desalination units, will port do necessary investment on Desalination units for multiple developers in the DPA? This would act as common user infrastructure than each developer planning his own pipeline from sea.</p>	<p>The sourcing of water/desalination is in the scope of respective bidder(s). In case of multiple developers and requirement of provision of desalination facility, DPA may develop the same on chargeable basis for multiple developers under the pool of Common user facility.</p>
36					<p>Do port have soil investigation for any of the tendered parcels?</p>	<p>The same is not available.</p>
37					<p>Do the individual developer has to plan for their dedicated loading terminal or Port plans for providing common infra at the jetty? Common infra (loading arm) could be set up by port for multiple developers of the same product</p>	<p>Jetties would b made available with common infra.</p>

38					<p>For the development of the GH/GA project, associated infrastructure such as the desalination plant, power evacuation infrastructure, tankage facility, utility corridor, port facility, jetties etc. also need to be developed. These components are essential prerequisites for the development of GH/GA projects and therefore, it is crucial for the developer to possess a clear understanding of the common infrastructure plan. In this regard, we seek clarification from the DPA on the following aspects:</p> <p>a. Does DPA have a comprehensive master plan for the common infrastructure development, encompassing components like desalination plants, utility corridors, power evacuation infrastructure (including pooling substations for bulk power reception), ammonia storage tanks, and jetties?</p> <p>b. What are the anticipated timelines for completing the aforementioned infrastructure?</p> <p>c. Regarding the development model, will the DPA undertake the development of common infrastructure independently, or do you intend to engage third-party entities for this purpose?</p> <p>d. Does Kandla Port have available spare capacity to handle additional GH/GA cargo, or is there an extension plan in place? If so, what is the timeline for making the port ready to accommodate the upcoming GH/GA cargo?</p>	<p>a, b & c: As on date, provision of common user facilities has not been committed by DPA. However, in case of finalization of multiple developers and requirement, DPA may create the same on chargeable basis under the pool of common user facility.</p> <p>d: yes, DPA may allocate the available & upcoming Oil jetty infrastructure as per the requirement.</p>
39					<p>Will DPA also going to come up with an e-auction for land for the development of Renewable energy projects to fuel the Green Hydrogen/Green Ammonia Projects?</p>	<p>The present E-Auction is for Development of Green Hydrogen & Its derivatives and Allied Infrastructure (Excluding Renewable Energy). Further e-auctions shall be carried out as per future requirement subject to availability of land</p>
40			Chapter 1 Clause 1		<p>For the development of Green Hydrogen (GH) and its derivatives, associated infrastructure, such as desalination plants, storage tanks, and power evacuation infrastructure, also needs to be developed. Therefore, can a single developer bid for multiple plots of the same size (e.g., two plots of 300 acres), or one plot each of 300, 200, and 150 acres, respectively?</p>	<p>Yes, subject to submission of EMD for each plots.</p>

41			Chapter 1 Clause 1		To produce 1 million tons of Green Ammonia (GA), a plot of land in the range of 140-160 acres is required to construct the GH/GA plant along with the necessary offsite facilities. Therefore, can a developer bid for a portion of a complete plot? For instance, if one plot is 300 acres, can a developer bid for a specific 50 acre or 150 acre section from that plot? If this is possible, how will the allocation of such parcels be managed?	NO. E-tender cum E-Auction of plots shall be carried out as per the size mentioned in the NIT.
42			Clause 1.3 (10) I		In the case of a newly established company, it may not have financial documents such as balance sheets, profit and loss statements, and auditor's reports for the past 5 years. In this situation, we believe that the financial statements covering the period during which the company has been in existence will be adequate for evaluation. Please confirm if our understanding is accurate.	Fresh /newly established companies can participate in the tender documents.
43			Clause 1.8		If the bidder is permitted to bid for a partial plot, the Earnest Money Deposit (EMD) to be submitted for that specific land parcel will be calculated on a pro-rata basis. We kindly request clarification on this matter.	The EMD is required to be submitted as mentioned in the tender documents. Partial bidding is not allowed
44					Can a party bid for the tendered plot(s) to develop <u>only</u> <u>a tank-farm</u> (which is an allied infrastructure) for storage of green hydrogen & its derivatives, to be produced by other parties?	The subject plots are for the purpose of Development of Green Hydrogen & Its derivatives and Allied Infrastructure (Excluding Renewable Energy) .
45					2) If a party develops only a tank-farm for storage of green hydrogen & its derivatives, these products will have to be transferred by a pipeline ("transfer pipeline") from the production plant(s) to the tank-farm to optimal and safe logistics. Will Deendayal Port Authority (DPA) construct a pipeline corridor at its cost, so that the producers of green hydrogen & its derivatives or the tank-farm operator can lay transfer pipelines?	Plot shall be allotted on as is where is basis. However, the pipeline permission will be granted as per the pipeline policy approved by the Board.
46					3) If a party develops only a tank-farm for storage of green hydrogen & its derivatives, will the tank-farm operator be allowed to store other liquid and gas products also (which are not related to the green hydrogen & its derivatives) for imports, exports and coastal movements?	NO.

47					4) If a party develops only a tank-farm for storage of green hydrogen & its derivatives, a) Which are the existing and upcoming jetties to lay pipelines for ship loading / unloading? b) What is the status of upcoming jetties and when will it be ready?	Details of existing Oil Jetty infrastructure is available on DPA website. Further Oil Jetty No. 08 is under construction and new Oil Jetties no. 9, 10 & 11 are under approval stage.
48					5) The tendered land plots does not have proper road connectivity to the national and state highways for movement of project equipment, goods, people etc. Please clarify: a) that the Deendayal Port will develop a proper 10 mtr. wide bituminized or concrete road from the tendered plots to the national and state highways? b) Share the timelines and drawing of proposed road connectivity to the national and state highways?	Land will be allotted on as is where is basis. Road connectivity will be provided.
49					6) Please confirm that the Deendayal Port will develop a proper 6 mtr. wide bituminized or concrete <i>internal roads</i> to provide connectivity between tendered plots?	Road Connectivity shall be provided.
50					7) Please share the CRZ status of the tendered plots (i.e. which plots are falling inside and outside of CRZ) and a copy of the CRZ approval?	Tender conditions prevail
51					8) Clause 4.7 (I) of the Tender Document and Annexure – A “Price Bid”: It is mentioned that the bidders have to invariably quote above the reserve price, failing which the price bid will not be considered valid. Please confirm if there is any mandatory minimum premium to be quoted by the bidders in the Price Bid, over the reserve price of Rs 28,166.15 per acre per year?	The minimum increment in the offer shall be in multiple of Rs.100=00 (Rupees One Hundred Only) per acre in respect of the plot and increment below Rs.100=00 shall not be considered for e-auction.
52					9) Clause 4.4 of the Tender Document: Please share Annexure B as mentioned in this clause?	All documents available at website www.nprocure. Com. Annexure-B is enclosed.

53					<p>10) Clause 4.17 and Clause 4.20 of the Tender Document: It is mentioned that 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. It is unfair to apply this provision for the delays in the Lease Deed execution for any reasons outside the control of the successful bidder. Please clarify that this provision can be enforced only if the execution of the Lease Deed is delayed due to the unreasonable grounds attributable to the successful bidder. This provision cannot be enforced for the delays in the Lease Deed execution for any reasons outside the control of the successful bidder.</p>	<p>Tender conditions holds good. However, this provision is not enforced for the delays in the Lease Deed execution for reasons which is beyond the control of the successful bidder.</p>
54					<p>11) Clause 4.23 of the Tender Document: It is mentioned that 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. Suggest the reference to value of existing assets should be deleted from the tender documents to avoid confusion since it is not applicable?</p>	<p>The word " value of Existing assets" has been deleted.</p>

55					<p>12) Draft Lease Deed Clause 10 (a): It is mentioned that the Lessee shall be liable to pay the lease rent at a <u>higher rate whenever</u> the scheduled rates are revised <u>upwards</u> by the Competent Authority including Tariff Authority for Major Ports (TAMP). The annual escalation rate approved by the Board or the Competent Authority shall also be applicable <u>from time to time</u>. The development of green hydrogen & its derivatives and allied infrastructure is highly capital intensive. The provision of upward re-setting of the lease rental at any time as well as the fixation of annual escalation from time to time creates complete uncertainty regarding the cost of running a facility and the investment returns of the project. It will be extremely challenging for the investors to raise debts from any financial institutions due to the uncertainty of project returns. We propose that there should not be any re-setting of the land lease rentals during the entire lease period of 30 years and the rate of annual escalation should be clearly fixed and stated in the lease deed. Please confirm?</p>	<p>The tender condition read as under. 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. At present 2% annual escalation is applicable, subject to change in New PGLM. However, the bidder can go for payment of lease rental on upfront rental basis for 30 years.</p>
56					<p>13) Draft Lease Deed Clause 10 (e) (i) & (ii): It is mentioned that 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 and the lessee shall also obtain Completion Certificate from Deendayal Port Authority within such period, failing which the lease shall be terminated. Please appreciate that the proposed projects require several regulatory approvals prior to start of construction and the approval timelines are not in the control of the lessee. In order to protect the lessee interest against the factors outside its control, we suggest to provide 36 months instead of 24 months. Also, it should be from the date of approval of plans by the Chairperson of Deendayal Port Authority and not from the date of possession of the demised premises.</p>	<p>The Chairperson, Deendayal Port Authority may at his discretion grant extension on submission of written request for completion of construction within stipulated time on special reasons i.e. in case the Lessee fails to complete construction for the above reasons beyond his control.</p>

57					14) Draft Lease Deed Clause 10 (h): Please share the prevailing "Policy for grant of permission for laying and operating the pipelines in D.P.A. limit"	Policy for grant of permission for laying and operating the pipelines in D.P.A. limit is enclosed.
58					15) Draft Lease Deed, Clause 18: We understand that in the recent lease deeds signed between successful bidders and the Deendayal Port Authority, there is an obligation on port authority to serve a prior notice at least 6(six) months in advance on the lessee for determination of lease deed before the expiry of the term, in case the demised premises are required for the Deendayal Port Authority's own purpose or for the purpose of the Government or in National Interest. Furthermore, it is guaranteed to the lessee that the port authority will not determine the lease in the 1st five years of the lease deed. There is an obligation on the lessee to serve prior notice at least 6 (six) months in advance to exercise its right to surrender the lease before expiry and we believe that this obligation should be reciprocal for the port authority as well. We suggest that the 1st para of Clause 18 should be revised as under by adding the underlined sections: The Lessor shall however have the right to determine the lease, before the expiry of the term thereof by giving at least six month's notice 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, provided that the option herein mentioned shall not be exercised within the first five years from the commencement of lease. Please confirm?	Tender conditions holds good.
59				Common facility	<ul style="list-style-type: none"> - Common facilities (Green area wrt MoEFCC guidelines, Desalination, DM water, Waste disposal) to be provided by the Port Authority to be indicated in the tender documents. - Facilities with respect to transport, storage and export facilities etc. for Green Hydrogen/derivatives, to be indicated./ 	The plot is allotted on as is where is basis.

60				Land Lease rate	Other than GST, taxes & duties shall be applicable as per Gujarat Land Policy/or as per Port policy	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
61				Lease allotment	Allotment to be made to lessee for one plot/more than one plot ??	Allotment of plot shall be made to successful bidders in E-Auction. There is no restriction on bidding subject to submission of EMD.
62				Land Lease	"If successful operation for 10 years" then some clause for the lessee should be provided for extension of lease upto 99 years	Tender conditions holds good.
63				Lease Expiry	Clause for Time Extension after 30 years may be included on mutually agreeable conditions, as the Green Hydrogen technology is new and in nascent stage of development.	The same may be dealt as per the Provisions of the Policy Guidelines on Land Management.
64				RE power Connectivity	- Port is also a distribution licensee. - Application of RE power connectivity to whom (Port/STU/CTU) - Voltage Level, Bay availability, Nearest Substation, Transformer capacity, nearest transmission line and its details like voltage level etc	a: The referred land parcel is currently not under the Licensee area of DPA. Hence, the sourcing of Power is completely in the scope of respective bidder(s). In case of multiple developers and requirement of provision of power connectivity from any established CTU / STU station to a junction point, DPA may develop the same on chargeable basis under the pool of 'Common user facility'. b & c: The referred land parcel is currently not under the Licensee area of DPA. Hence, power sourcing will be
65				Construction Power	Port Authority/or STU	Concern DISCOM
66				Time Period of Construction	As Green Hydrogen Technology is in nascent stage, require extensive RE infrastructure, Project timelines should be as per approved DPR (more than 2 years ie upto 5 years minimum)	Tender conditions holds good, 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 allottee in case of the Lessee fails to complete construction for the reasons beyond his control
67				Time Extension for Submission of Bids	As there are lot of documents required for submission of bid, it is requested to extend the timeline for submission of bid for 1 month till 16.12.2023.	Sufficient time shall be given for submission of bid after uploading pre bid clarifications
68				Time line of 2 years for Project Completion	Time line of project completion may be linked with Transmission Planning for the corresponding area as without sufficient power it would be impossible for completion of the project in 2 years time line.	As clarified above at Sr. No. 66

69					Lease rent for entire 30 yrs. or any other period not clear or on yearly basis	Annual advance lease rent to be remitted annually.
70					Proper escalation criteria to be indicated.	At present 2% annual escalation is applicable. However, the same shall be revised as per the provision of the Policy Guidelines on Land Management, 2015.
71					- As Green Hydrogen Technology is in nascent stage, require extensive RE infrastructure, Project timelines should be as per approved DPR by MNRE/Port Authorities for taking Grant/Subsidies to make the Green Amonia projet finacially viable. - Clause to "submit construction plans are within 45 days and to complete construction work within 24 months of possession but as per present para construction cannot be started without prior approval and time line for approval is not provided " may be deleted.	Tender conditions holds good. 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 allottee in case of the Lessee fails to complete construction for the reasons beyond his control.
72				General	Additional Clause to be included: i) LESEE can sublease the land to its Affiliates company with consent of Port Authority. ii) EPC agency/agency(s) shall have access and rights to do all necessary activities towards construction or set up of the project in the intended land.	Tender conditions holds good.
73				General	We Request DPA to extend last date for online tender submission date by at least 2 months from 16-11-2023. Letter issued to DPA in this regard dtd 20-Oct-2023.	Sufficient time shall be given after uploading of Pre bid clarifications.
74				General	We observed that currently salt farming is on-going on almost all the plots. Please provide existing lease deed (if any) & when it's getting expired? While executing lease deed as per current tender, we presume that it will be handed over to successful bidder free from any sort of encroachment.	The possession of plot will be given after removal of encroachment, if any.
75				General	To access offered plots, please furnish road infrastructure / Master plan. By when laying of approach road be completed by DPA?	The approach road will be provided.
76				General	Please demonstrate e-auction process. Do bidders need to submit EMD for all plots or only once for each type (size) of plots & be eligible for placing bids in all plots? Will bidding be open at once for all plots or individually? What is the sequence?	Bidders required to submit EMD plotwise. E-Auction of the plots shall be carried out Plotwise. Every day two plots auction shall be carried out i.e. one plot in the morning time and 2nd plots in the Afternoon. Auction will be carried out Plot wise i.e. Plot No.1, Plot No. 2 plot No. 10.

77				General	Lease period is for 30 years and after that the land would be re-auctioned – as this is a huge capex commitment, we would need longer lease period or option to extend the tenor.	The same is to be dealt as per the Provisions of the Policy Guidelines on Land Management.
78				General	Land Transfer a. Land can be transferred to another party with payment of transfer fee – the amount is not mentioned b. Transfer to affiliate can happen without payment of Transfer Fee. Similar condition for investment by another company in the Project while Renew maintains the majority stake. c. Transfer can happen only after completion of construction? This condition is not acceptable.	The same may be dealt as per the Provisions of the Policy Guidelines on Land Management.
79				General	Construction completion / utilization period is mentioned as within 2 years – this condition needs to be removed as the full project cycle for GH projects is longer.	Tender conditions holds good. However, in case the Lessee fails to complete construction within the prescribed time period, they may apply for extension in writing. The Chairperson, DPA may grant extension at his discretion on special grounds.
80				General	Lessor reserves the right to cancel the land parcel any time – this is a Big risk as capex invested. Need to delete such clause as not acceptable.	The lease shall be canceled in special reason as mentioned in the tender documents.
81				General	Mortgage fees would be levied – Please clarify on the amount & charges.	Mortgage Fees would be levied as per the Board Decision and provision of Land Policy Guidelines. Present rate structure is enclosed.
82				General	Lessee needs to submit all drawings/plans within a period of 45 days? This condition needs to be waived as conceptualization stage is time consuming.	Tender conditions holds good. However, 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.
83				General	Will there be provision for bulk storage of green hydrogen derivatives at port?	YES
84				General	Provision for common corridor / Right of way (ROW) for Ammonia pipelines from process plant (plot) to jetty.	In scope of developer.
85				General	Any Jetty is identified for green hydrogen/ammonia loading purpose?	Jetties would be made available with common infra.

86				General	Will there be designated Port Infrastructure (shared / common) for Green hydrogen & it's derivatives?	Provision of Common user facilities / infrastructure will be decided after engagement of developers and arisen of requirement. The same will be chargeable basis.
87				Input	DPA to share ".kmz" file, co-ordinates, contouring drawing of proposed plots for desktop study purpose.	Enclosed
88				Input	Soil investigation report of the land parcels may be provided.	Not available
89				Input	Please provide High Flood Level (HFL) data of region where plots are located.	Enclosed
90				Input	What would be the source of Construction Water?	Plot shall be allotted on as is where is basis.
91				Input	What would be the Source of Water during plant normal operation? Specify location/Terminal point of intake raw water. If, case of Desalination plant to be	To be decided by developer.
92				Input	envisaged, then will it be from common intake (any existing?) or each developer to construct their own individually?	
93				Input	We Request DPA to extend last date for online tender submission date by at least 2 months from 16-11-2023. Letter issued to DPA in this regard dtd 20-Oct-2023.	Sufficient time shall be given after uploading of Pre bid clarifications.
94				4.25	<ul style="list-style-type: none"> Reasonable opportunity of being heard shall be given before terminating the deed. Force Majeure Events shall be taken into account whereby, no termination be done. 	Tender conditions holds good.
95				4.27	'detrimental to the interest of the DPA' – What kind of activities do DPA consider detrimental to their interest?	Tender conditions holds good.
96				4.6	What is the purpose of Security Deposit?	To safeguard the interest of DPA and is as per the Land Policy Guidelines, 2015
97				4.16	Reasonable opportunity of being heard shall be given before rejecting any bid	Tender conditions holds good.
98				4.23	If the reasons are beyond the control of the successful bidder, then no interest shall be charged.	Tender conditions holds good.
99				4.20	Reasons beyond the control of the successful bidder/Force Majeure Events shall be considered whereby, no cancellation or forfeiture be done.	Tender conditions holds good.
100				4.21	It should be "may be mutually renewed".	Tender conditions holds good.

101				4.28	Reasonable Notice shall be given before inspection, say a week's notice so that the concerned officer is available to assist the Chairperson in visiting the land.	Tender conditions holds good.
102				4.30	In the Third last para – "forfeiture on account of change of user assignment". Does it mean that no assignment can be done? However, in other clauses, assignment is permitted with prior approval.	Tender conditions holds good.
103				10(e) (i)	Reasons beyond the control of the allottee i.e. Force Majeure Events shall be considered whereby, no cancellation be done.	Tender conditions holds good.
104				10(j)	<ul style="list-style-type: none"> Affecting soil – To prove any deterioration of soil, a soil check report should be provided at the time of handing over possession to the allottee 'detrimental to the interest of the DPA' – What kind of activities do DPA consider detrimental? 	Tender conditions holds good.
105					What if Lessor fails to issue allotment letter or handover the possession within time?	The lease period shall be start from date of possession to the successful bidders.
106				10(ac)	Monetary capping on the penalty amount be given.	Tender conditions holds good.
107				13	<ul style="list-style-type: none"> "forfeiture on account of change of user assignment". Does it mean that no assignment can be done? However, in other clauses, assignment is permitted with prior approval. To confirm whether all structures can be dismantled? 	Tender conditions holds good.
108				17	It should be "may be mutually renewed".	The same may be dealt as per the Provisions of the Policy Guidelines on Land Management.
109				18	<ul style="list-style-type: none"> Prior notice be given. The other shall have same measurement and quality of soil. 	Tender conditions holds good.
110					<ul style="list-style-type: none"> Lessor be responsible if the business of the lessee is affected due to the change in location of the land. 	Tender conditions holds good.
111				19	What is the purpose of Security Deposit?	Tender conditions holds good.
112					In case of assignment or transfer, the present covenants of lease deed shall be applied and enforceable on the assignee/transferee, without any demur.	Tender conditions holds good.
113					Due diligence by Lessee- quality etc of the land	Tender conditions holds good.
114					Execution & registration charges	Tender conditions holds good.

115					Deed shall be executed in duplicate	Tender conditions holds good.
116					Maximum liability of the Lessee: The Lessee shall not liable for any loss, damage or penalty under this deed over and above the amount of	Tender conditions holds good.
117					Governing law and Dispute resolution: If the Lessor or the Lessee disagree as to any matter governed by this Deed, both shall promptly consult with one another in an effort to resolve the disagreement. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Deed, or the breach thereof, shall be settled by a sole arbitrator be appointed by both the Parties in accordance with the Arbitration and Conciliation Act, 1996. The courts of _____ shall have the jurisdiction	Tender conditions holds good.
118					If any part of this Deed is not enforceable, the remaining provisions shall remain valid and enforceable.	Tender conditions holds good.
119					Lessor undertakes that there is no subsisting agreement for sale or any other arrangement or understanding, in respect of land in question and the same has not been transferred in any manner whatsoever, in favour of any other person or persons.	Tender conditions holds good.
120					No waiver shall be effective against any Party unless such waiver is in writing and signed by such Party.	Tender conditions holds good.
121					Each Party hereto warrants that its signatory to this Deed has the legal right and full power and authority to execute this Deed on its behalf; that it has the legal right and full power and authority to enter into and perform this Deed and that this Deed has been executed by it in accordance with all applicable legal formalities	Tender conditions holds good.
122					This Deed contains the entire transaction of the Parties with respect to its subject matter and supersedes all prior agreements and understandings between the Parties in connection with it	Tender conditions holds good.

123					All notices, demands and other communications required or permitted to be given under this Deed shall be in writing and shall be deemed to be made or given when personally delivered, sent via email and the email is acknowledged as received, or three (3) business days after being mailed by registered or certified mail, postage prepaid, return receipt requested, to the Parties at the respective addresses set forth below such Party's signature to this Deed or at such other address as a respective Party may designate from time to time pursuant to a notice delivered to the other Party in the manner required herein.	Tender conditions holds good.
124				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 including Tariff Authority for Major Ports (TAMP)	We understand that there shall be no change on the lease rent in case schedule rates are revised the land is allotted on basis of auction. Only escalation rate shall be applicable. Please confirm.	Tender conditions holds good.
125				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	45 days is too short. Please make it at least 18 months as the same shall depend upon FEED study.	Tender conditions holds good.
126				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		Tender conditions holds good.
127				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	We understand the construction work at site will be considered as site utilization. Please confirm.	Tender conditions holds good.
128				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...	Please enhance the timeline to 3 years as 2 years is too short for Green Hydrogen project considering long lead time for various equipment's.	Tender conditions holds good.
129				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...	This clause is irrelevant and may be deleted.	Tender conditions holds good.

130			No construction work on the demised premises shall be commenced unless the plans submitted as herein above have been approved by the Chairperson.	We request DPA to re-visit this clause or Delete as any delay in approval of drawing/plans beyond 07 days would lead to schedule extension / delayed completion.	Tender conditions holds good.
131			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.	We request DPA to re-visit this clause as Transfer should be allowed before construction completion also. This is capex intensive project and investors/offtakers may take up stake in project at any stage (during or even before construction).	Transfer can be allowed any time after possession of plot, as per the provision of the Policy Guidelines on Land Management.
132			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	What is the basis of such penalty? Please specify quantum of this penalty?	Tender conditions holds good.
133			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.	The rectification period of 1 month may be increased to 3 months as 1 month is too short notice and is leading to termination of lease.	Tender conditions holds good.
134			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 The Lessee is not entitled to any compensation for the value of the buildings/structures on the demised premises.	The clause mentions breaches vaguely and leave decision on DPA and the clause is leading to termination and forfeiture of infrastructure and all payments paid by lessee. This clause is too stringent and may be taken as a cause to terminate the lease for even minor breaches. So, this clause may be removed.	Tender conditions holds good.

135			1.29/E-auction/E/page no. 11		<p>The maximum number of highest bids in same size plots, which the bidder can participate, will be restricted to the number of plots for which the E.M.D. has been submitted by the Tenderer. i.e. if the Tenderer has submitted EMD for one plot and if declared as successful bidder, for any of the one plot of same size, then he shall not be allowed to participate in the E-auction of subsequent plots of same size. Bidder request you to confirm that in case bidder doesnot get successful, he is entitled to participate in another plot of same size. Further, allocation of plot is limited to one number of same size.</p> <p>E-RA shall run simultaneously for all plots of same and different sizes.</p>	<p>The tender conditions No. 1.29(e) has been deleted. Bidder has to submit EMD for each plot for which bidder would like to participate in E-Auction. EMD of particular plot shall not be applicable to other plot, even though size of the plot may be same.</p>
136			4.2/Plot Inspection/Pag e no 18		<p>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. Bidder understand that ROW and approach road to plot shall be arranged by Port Authority whereas bidder will only be responsible to develop the approach road as per his own standards. Please confirm. Bidder understand that ROW and approach road to plot shall be arranged by Port Authority whereas bidder will only be responsible to develop the approach road as per his own standards. Please confirm.</p>	<p>Plot shall be allotted on as is where is basis. However, approach shall be provided.</p>

137			4.4/Area of the plot/Page no 18		<p>The above area is tentative, 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. Bidder request you to give indicated KMZ file for all the plots with proper boundary coordinates.</p> <p>Also annexure-B is missing from the tender, request you to provide the same. Bidder request you to give indicated KMZ file for all the plots with proper boundary coordinates.</p> <p>Also annexure-B is missing from the tender, request you to provide the same. Bidder request you to give indicated KMZ file for all the plots with proper boundary coordinates.</p> <p>Also annexure-B is missing from the tender, request you to provide the same.</p>	enclosed
138			4.6/Security Deposit		<p>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. Bidder wish to clarify that security deposit shall be in addition to one year lease cost.</p> <p>The security deposit shall be returned after certain period of years.</p> <p>Further, leased to be transferred on monthly or on annual basis.</p>	The Security deposit will be refunded only after completion of lease period and handing over the possession subject clearing of outstanding dues, if any. Tender conditions holds good.
139			4.25/utilization of land/page no 26		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. Bidder request you to clarify the definition of utilization. Bidder request you to clarify the definition of utilization.	Tender conditions prevails.

140			1.30/Qualification requirement/page11-13		Bidder understand that in technical eligibility criteria, documents including financial documents (balance sheet), Profit and loss, Auditor report is admissible for parent/affiliate/subsidiary company. The same shall also stand good incase the parent company is foreign company.	Tender Condition holds good.
141			1.1/schedule for E- tendering		Can parent/affiliate/subsidiary company submit the EMD on behalf of newly formed SPV.	Tender Condition holds good.
142			General		Is there any Annual Escalation on the lease charges or it will remain flat for next 30 years	2% Annual escalation is applicable subject change in Land Policy Guidelines.
143			General		In case of unsuccessful bid, timelines to return of EMD is missing in tender	The EMD of the unsuccessful tenderer will be refunded immediately after the issuance of the Allotment letter to the successful tenderer.
144			General		The Timelines for major activities is missing in the tender. May please provide the same.	Tender conditions prevails.
145			General		In the event of early termination of the lease by port (before 30 years) for the any reasons and purposes, please clarify what kind of compensation will the Port Authority provide to the lessee.	Tender Condition holds good.
146			General		Port authority will ensure that the winning bidder has a clear title, encumbrance free, free from obstructions, clear access to the plot and that there are no encroachers. Please clarify	It will be ensured that the possession of plot will be allotted to successful bidder after removing encroachment, if any , encumbrance free, free from obstructions, clear access to the plot .
147			General		Please clarify whether Port Authority will allow bidders the right of way to construct an access corridor connecting the plots to the jetty for material transportation through pipelines?	As per ROW policy of DPA

148			1.29/E-auction/E/page no. 11		<p>The maximum number of highest bids in same size plots, which the bidder can participate, will be restricted to the number of plots for which the E.M.D. has been submitted by the Tenderer. i.e. if the Tenderer has submitted EMD for one plot and if declared as successful bidder, for any of the one plot of same size, then he shall not be allowed to participate in the E-auction of subsequent plots of same size. Bidder request you to confirm that in case bidder doesnot get successful, he is entitled to participate in another plot of same size. Further, allocation of plot is limited to one number of same size.</p> <p>E-RA shall run simultaneously for all plots of same and different sizes.</p>	<p>The tender conditions No. 1.29(e) has been deleted. Bidder has to submit EMD for each plot for which bidder would like to participate in E-Auction. EMD of particular plot shall not be applicable to other plot, even though size of the plot may be same.</p>
149			4.2/Plot Inspection/Pag e no 18		<p>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. Bidder understand that ROW and approach road to plot shall be arranged by Port Authority whereas bidder will only be responsible to develop the approach road as per his own standards. Please confirm. Bidder understand that ROW and approach road to plot shall be arranged by Port Authority whereas bidder will only be responsible to develop the approach road as per his own standards. Please confirm.</p>	<p>Plot shall be allotted on as is where is basis. However, approach shall be provided.</p>

150			4.4/Area of the plot/Page no 18		<p>The above area is tentative, 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. Bidder request you to give indicated KMZ file for all the plots with proper boundary coordinates.</p> <p>Also annexure-B is missing from the tender, request you to provide the same. Bidder request you to give indicated KMZ file for all the plots with proper boundary coordinates.</p> <p>Also annexure-B is missing from the tender, request you to provide the same. Bidder request you to give indicated KMZ file for all the plots with proper boundary coordinates.</p> <p>Also annexure-B is missing from the tender, request you to provide the same.</p>	enclosed
151			4.6/Security Deposit		<p>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. Bidder wish to clarify that security deposit shall be in addition to one year lease cost.</p> <p>The security deposit shall be returned after certain period of years.</p> <p>Further, leased to be transferred on monthly or on annual basis.</p>	The Security deposit will be refunded only after completion of lease period and handing over the possession subject clearing of outstanding dues, if any. Tender conditions holds good.
152			4.25/utilization of land/page no 26		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. Bidder request you to clarify the definition of utilization. Bidder request you to clarify the definition of utilization.	Tender conditions prevails.

153			1.30/Qualification requirement/page11-13		Bidder understand that in technical eligibility criteria, documents including financial documents (balance sheet), Profit and loss, Auditor report is admissible for parent/affiliate/subsidiary company. The same shall also stand good incase the parent company is foreign company.	Tender Condition holds good.
154			1.1/schedule for E- tendering		Can parent/affiliate/subsidiary company submit the EMD on behalf of newly formed SPV.	Tender Condition holds good.
155			General		Is there any Annual Escalation on the lease charges or it will remain flat for next 30 years	2% Annual escalation is applicable subject change in Land Policy Guidelines.
156			General		In case of unsuccessful bid, timelines to return of EMD is missing in tender	The EMD of the unsuccessful tenderer will be refunded immediately after the issuance of the Allotment letter to the successful tenderer.
157			General		The Timelines for major activities is missing in the tender. May please provide the same.	Tender conditions prevails.
158			General		In the event of early termination of the lease by port (before 30 years) for the any reasons and purposes, please clarify what kind of compensation will the Port Authority provide to the lessee.	Tender Condition holds good.
159			General		Port authority will ensure that the winning bidder has a clear title, encumbrance free, free from obstructions, clear access to the plot and that there are no encroachers. Please clarify	It will be ensured that the possession of plot will be allotted to successful bidder after removing encroachment, if any , encumbrance free, free from obstructions, clear access to the plot .
160			General		Please clarify whether Port Authority will allow bidders the right of way to construct an access corridor connecting the plots to the jetty for material transportation through pipelines?	As per ROW policy of DPA

161					<p>*We appreciate the Objective of DPT to develop Green Hydrogen Hub and not to allow pure Renewable Play at the proposed Location.</p> <ul style="list-style-type: none"> • We also appreciate the fact that the Quantum of Land Parcel shall not be sufficient for the Renewable Energy required for Green Hydrogen / Green Ammonia. • However during the overall development there can be a potential to develop a limited Quantum of Renewable along with Green Hydrogen and Green Ammonia facility. • The proposed Onsite Renewable can be useful for various ancillary requirement besides any excess for Green Hydrogen /Derivative. • The Location are generally good Wind site Location installation of Wind Mill with very limited space requirement can add value to the project. • Marketability / Visibility of the Project can improve. 	The subject plots is for the purpose of Development of Green Hydrogen & Its derivatives and Allied Infrastructure (Excluding Renewable Energy) .
162					We understand that there is no restriction for any entity to apply for more than One Plot	Yes. Any bidder can apply for more than one plot subject to remittance of required EMD.
163					<p>We Request DPA to develop external Infrastructure including but not limited to</p> <ol style="list-style-type: none"> 1) Connectivity Road to the NH 2) Internal Road between the Plots 3) Power Transmission Line from nearest CTU to vicinity of the Plot 4) Desalination Plant 5) Common Water Pipeline. 6) Common Ammonia / Green Derivative Pipeline 7) All other required Common Infrastructure. <p>The Cost of these Infrastructure should not be loaded by any way on the Land Lease Rentals / charged to Lease Holders</p>	Plot shall be allotted on as is where is basis. However, road connectivity shall be provided.
164					The Timeline to achieve first Commercial Operation to increase to 4 Years.	Tender conditions holds good.

165					Only 50% of Lease Rentals to be charged after development of External Infrastructure or 3 Years from the allotment of Land	Tender conditions holds good.
166					Request DPA to provide .kmz file	enclosed
167					We request that Lessor should not have any right to cancel the lease after COD.	Tender conditions holds good.
168					We request that transfer of Lease Hold rights to SPV formed for the Project should not be applicable.	Tender conditions holds good.
169					Increase the Lease Period to 60 Years	Tender conditions holds good.
170					1. Can we obtain KMZ files and more detailed coordinates of the land parcels? Due to large land size, it is likely that the boundaries of the land parcels may fall into other uses of land, hence net usable area may be less than the reported area.	Enclosed.
171					2.We fully understand and duly respect the take over of the land on AS-IS where IS basis as per Clause 8 in the Land Lease Agreement. However, for proper selection and valuation of the land, we would kindly seek clarification on the following matters: a.Will the Port Authority provide infrastructure to the Green Hydrogen Projects? If so, what will be the infrastructure? b.With the Port Authority provide area for dumping of the excavated soil? c.Has the Port Authority determined the location of the Green Hydrogen Hubs, which would include some of the infrastructure? d.Will the Port Authority terminate the existing lease agreements if there are already users of the land? e. If there are encroachments in the land area, will the Port Authority resolve these before handing over the land to the Lessee?	The E-Tender cum E-auction is carried out on as is where is basis. However, road connectivity shall be provided. The possession of plot will be allotted to successful bidder after removing encroachment, if any , encumbrance free, free from obstructions, clear access to the plot .
172					3. Is there any height restriction? E.g. how high can we build (specifically applicable for ammonia reactors)	All the rules and regulation are to be followed by the successful bidders.

173					<p>4. As Clause 10c, The Lessee is required to submit project design. This would need to be extended to at least 1 year as the studies (including geological investigations) take time. In the absence of clarity on the infrastructure to be provided to the site (e.g. access roads, discharge water, waste handling) and conditions / requirements in the approvals e.g. environmental clearance, providing a sketch design would also be nearly impossible. In addition, as per the third paragraph of the same clause, it is mentioned that the construction shall be in line with the drawings submitted within 45 days. Even after submission of the final drawings, some of these parameters are likely to change during construction. Many findings come out in the process of construction; for instance, although we are planning to establish a desalination facility on the land by using brackish water, this may or may not be possible due to water discharge requirements.</p>	<p>Tender conditions holds good. However, 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.</p>
174					<p>5. Will there be a separate auction for land in case the desalination facility needs to be set up outside the plant?</p>	<p>No.</p>
175					<p>6. As per the Condition 9 ii), the construction shall be completed within 2 years. This is not possible given the size of the plants to be commissioned. In general the feasibility studies take 1-2 years and construction of an ammonia plant as well as the electrolysis units take around 3 years. A large part of the components have to be imported, which increases the delivery timelines. Therefore, it is recommended to increase the construction period to 2+2 or 4 years. With this condition, it would also be difficult to raise project financing</p>	<p>The tender condition holds good, however, Chairperson may at his discretion for special reasons grant extension of time in writing for completing construction of the request to allottee in case of the Lessee fails to complete construction for the above reasons beyond his control.</p>
176					<p>7. Condition 9k is not practically not possible unless the authorized personnel are present at site on 24/7 basis. Excavations, especially in the initial stage are likely to happen for at least 6 months and given the proximity to the sea, the area is likely to be backfilled. Given the size of 300 acres, these changes will happen over a large area. We would kindly recommend this to be revised. This can be arranged as part of drawing approvals.</p>	<p>Tender condition holds good.</p>

177					8. As per condition 17, the lease period is fixed at 30 years. Considering the development and construction of the plant, the net operational lifetime would be 25 years although the ammonia plants can operate for a longer period. For best of use resources for the Country, we would kindly ask including some flexibility for the extension of the lease as per Gujarat land Policy.	The same may be dealt as per the Provisions of the Policy Guidelines on Land Management.
178					9. Condition 17 is silent on the conditions at the time of handing the land back to the Port Authority at the time of lease expiry. For instance, should the permanent infrastructure be decommissioned?	The same may be dealt as per the Provisions of the Policy Guidelines on Land Management.
179					10. Can we obtain the conditions stipulated under 10 (o) in the land lease agreement?	Tender condition holds good.
180					11. We would kindly recommend that the lease amount of two years to be kept as security deposit should be reduced to one year.	Tender condition holds good.
181					12. We would kindly recommend that an explicit reference shall be made for transfers within the group companies.	Tender condition holds good.
182					13. In general, in case of project financing, step in rights for the banks are important. In the existing conditions, it is unclear if the banks can step in and take over the land lease in case of non-performance of the developer. A clarification and simplification of the Clause 10 (q)	Tender condition holds good.
183			10.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.	This is very stringent condition, we request you to kindly allow 5 years time instead of 2 years before lease is terminated. As Green Hydrogen sector is nascent in the country and the technology and use cases are evolving, finalisation of project details along with off take tie ups may take time. Also project involves significant investment & time for RE generation and GH2/GNH3 production with long lead time items. 2 years is a very short period for starting the project.	Tender conditions holds good. However, the Chairperson, Deendayal Port Authority may at his discretion for special reasons grant extension of time in writing for completing construction on the request of the allottee in case of the Lessee fails to complete construction for the above reasons beyond his control.

184			10.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 including Tariff Authority for Major Ports (TAMP). The annual escalation rate approved by the Board or the Competent Authority shall also be applicable from time to time.	This condition is open ended, as bidders cannot ascertain the lease rent being charged in future for taking its investment decision. if the rent can be revised upwards in future by the competent authority, the rent discovered through competitive bidding is no longer relevant. This condition needs to be deleted as the bidder will find it extremely difficult to bid with such uncertainty. Further, escalation rate also needs to be pre-defined and cannot be open ended.	The tender condition read as under. 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. At present 2% annual escalation is applicable, subject to change in New PGLM.
185			10.p	(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.	Kindly allow transfer, sub-letting, assignment in case it is done to Affiliate, Associate and to its SPVs/Group companies. This flexibility is required as Bidder may bid from the parent company and may decide to implement the project through an SPV. This flexibility is also required for inducting financial or technology partner.	Kindly refer tender condition No. 4.29. However, sub-letting is not allowed.
186			18 & 19	18 ...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 two 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.	In case lease agreement is surrendered by the bidder by giving the notice of 6 months, we understand that there would not be any additional compensation to payable to DPA apart from lease rent till date of termination. Kindly confirm. Further, request you to delete the provision in clause no 18 that the lessor has the right to determine the lease during the lease tenure as it would lead to stranded investment for the Bidder. The Bidder will find it extremely difficult to finance the project if this provision is not deleted.	Tender conditions holds good. Lease rent shall be charged upto date of taking back the possession of plots. The tender condition No. 18 may please be read in right perspective. The above provision is applied in exceptional case i.e. land required for in public Interest.
187			4.2	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.	While the bidder will be responsible for developing the plot including the approach road, we request DPA to provide the following common infrastructure / facility on chargeable basis to make the port attractive for investors: - Substation facility at port for sourcing RE power - Desalination plant/Source of Water - Storage Facility for Ammonia - Infrastructure at Jetty suitable for Ammonia - Pipe Rack as a common infrastructure for multiple plots/parties	Provision of Common User facilities will be decided upon finalization of developers and arisen of requirement by multiple developers.

188			1.3	Technical Bid: 11. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.	It is not practical to give information of all litigations, e.g. Torrent Power Ltd has a distribution division where there are thousands of cases filed by customers in various forums which have no material impact on business of the company or its financials. Any litigation having a potential material liability is disclosed in the financial statements under contingent liabilities as per accounting standards. The Bidder is submitting annual report for 5 years, thus, this information is publicly available. <u>We request you to delete this clause as the bidder will not be able to comply with this requirement.</u>	Tender conditions holds good.
189			NA		Please provide the KMZ file (Coordinates) of all 14 plots.	Same is attached herewith.
190			NA		Please provide details of port charges / handling charges for export of green ammonia.	Same is attached herewith.
191			NA		Please provide the details of approvals required for developing project inside port premises/area.	All statutory permission required for project from various authorities required are be obtained by the successful bidder.
192			NA		Has any jetty been identified for Green Ammonia export? This is important for selecting the plot	DPA already has 7 Oil Jetties. Oil Jetty No. 08 is under construction and Oil Jetties No. 09,10 & 11 will be constructed in due course of time.
193			NA	LAST DATE & TIME FOR ON – LINE TENDER SUBMISSION ON 16-11-2023 UPTO 12:30 HOURS	Kindly extend the timelines by at least 4 weeks for submission of tender. Bid date is immediately after Diwali and bidder would require some time for technical due diligence of plot.	Sufficient time shall be given after uploading of Pre-bid clarifications