

DEENDAYAL PORT AUTHORITY



TENDER NO. LS- 12 /2025

TENDER DOCUMENTS FOR

TENDER NO. LS- 12 /2025 – “E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF 04 NOS. OF PLOTS FOR THE PURPOSE OF LIQUID STORAGE TANKS FOR GREEN HYDROGEN & ITS DERIVATIVES SUCH AS GREEN AMMONIA, GREEN METHANOL ETC. SITUATED AT OIL JETTY-8 BACK UP AREA KANDLA ON 30 YEARS LEASE ON AS IS WHERE IS BASIS.”



SUPERINTENDING ENGINEER(KL)

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

TENDER NO. LS- 12 /2025 – “E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF 04 NOS. OF PLOTS FOR THE PURPOSE OF LIQUID STORAGE TANKS FOR GREEN HYDROGEN & ITS DERIVATIVES SUCH AS GREEN AMMONIA, GREEN METHANOL ETC SITUATED AT OIL JETTY-8 BACK UP AREA KANDLA ON 30 YEARS LEASE ON AS IS WHERE IS BASIS.”

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DEENDAYAL PORT AUTHORITY
Administrative Office Building,
Estate Division (Kandla Land Section),
Gandhidham, Kachchh, Gujarat – 370 201
E - TENDER NOTICE NO. LS – 12/2025

No: LW/PL/3647

DATED: - 22-09-2025

NAME OF WORK	TENDER NO. LS- 12 /2025 – “E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF 04 NOS. OF PLOTS FOR THE PURPOSE OF LIQUID STORAGE TANKS FOR GREEN HYDROGEN & ITS DERIVATIVES SUCH AS GREEN AMMONIA, GREEN METHANOL ETC. SITUATED AT OIL JETTY-8 BACK UP AREA KANDLA ON 30 YEARS LEASE ON AS IS WHERE IS BASIS.																						
COST OF TENDER DOCUMENT (NON – REFUNDABLE)	Tender fees (Nonrefundable) of Rs. 5,900/- (Rs. Five Thousand Nine Hundred Only) i.e. Rs. 5,000/- + GST @18% is to be submitted to Deendayal Port Authority (DPA) in digital mode. The information for Digital Payment is given below: -																						
	<table><tr><td>NAME OF BANK</td><td>BANK OF BARODA</td></tr><tr><td>BRANCH</td><td>GANDHIDHAM BRANCH</td></tr><tr><td>ACCOUNT NO.</td><td>10080100022427</td></tr><tr><td>IFSC CODE</td><td>BARBOGANKUT</td></tr></table>			NAME OF BANK	BANK OF BARODA	BRANCH	GANDHIDHAM BRANCH	ACCOUNT NO.	10080100022427	IFSC CODE	BARBOGANKUT												
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IFSC CODE	BARBOGANKUT																						
Note:- The proof towards the above may be scanned and submitted online in the Preliminary Bid.																							
E.M.D. (Rs.)	E.M.D for the per plot as mentioned below is to be submitted to Deendayal Port Authority (DPA) in digital mode. The information for Digital Payment is given below: -																						
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E.M.D can also be submitted in the form of Insurance Surety Bond /Bank Guarantee from any Nationalized bank /Scheduled bank having branch at Gandhidham as per the format attached with tender documents. The Insurance Surety Bond /Bank Guarantee should be valid for minimum period of six months from the date of opening of on-line technical bid, as mentioned under: -																							
	<table><tr><td>S. N.</td><td>Description /Location</td><td>Area (In Sq. Mtrs)</td><td>EMD (per plot)</td></tr><tr><td>01</td><td>02</td><td>03</td><td>04</td></tr><tr><td>01</td><td>Plot No. 01</td><td>101600</td><td>1,17,51,869/-</td></tr><tr><td>02</td><td>Plot No. 02</td><td>96600</td><td>1,11,73,529/-</td></tr><tr><td>03</td><td>Plot No. 03</td><td>94500</td><td>1,09,30,626/-</td></tr></table>			S. N.	Description /Location	Area (In Sq. Mtrs)	EMD (per plot)	01	02	03	04	01	Plot No. 01	101600	1,17,51,869/-	02	Plot No. 02	96600	1,11,73,529/-	03	Plot No. 03	94500	1,09,30,626/-
S. N.	Description /Location	Area (In Sq. Mtrs)	EMD (per plot)																				
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01	Plot No. 01	101600	1,17,51,869/-																				
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03	Plot No. 03	94500	1,09,30,626/-																				

	04	Plot No. 04	73000	84,43,764/-
PRE – BID MEETING	Pre-Bid Meeting to be held on 06-10-2025 at 12:00 hours at Board Room, A.O. Building, Deendayal Port Authority, Gandhidham.			
DOWNLOADING OF TENDER DOCUMENTS	Tender Documents can be downloaded from the official web – site of deendayal port authority https://www.deendayalport.gov.in , https://www.eprocure.gov.in OR https://tender.nprocure.com			
DATE OF DOWNLOADING OF TENDER DOCUMENT	FROM 22-09-2025 12:30 HOURS TO 21-10-2025 UPTO 12:30 HRS			
LAST DATE & TIME FOR ON – LINE TENDER SUBMISSION	ON 21-10-2025 UPTO 12:30 HOURS ON WEBSITE “ https://tender.nprocure.com ”			
ON – LINE OPENING OF TECHNICAL BID	ON 21-10-2025 AT 16:00 HOURS			

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

**SUPERINTENDING ENGINEER (KL)
DEENDAYAL PORT AUTHORITY**

CHAPTER - 1

DEENDAYAL PORT AUTHORITY

TENDER NO. LS- 12 /2025 – "E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF 04 NOS. OF PLOTS FOR THE PURPOSE OF PURPOSE OF LIQUID STORAGE TANKS FOR GREEN HYDROGEN & ITS DERIVATIVES SUCH AS GREEN AMMONIA, GREEN METHANOL ETC. SITUATED AT OIL JETTY-8 BACK UP AREA KANDLA ON 30 YEARS LEASE ON AS IS WHERE IS BASIS."

1. **THE FOLLOWING PLOTS SITUATED AT OIL JETTY-08, BACK AREA, KANDLA** are to be auctioned of various sizes and are to be utilized for the purpose as detailed hereunder:

S. N.	PLOT NO.	AREA(IN SQ. MTRS)	PURPOSE
01	Plot No. 01	101600	LIQUID STORAGE TANKS FOR GREEN HYDROGEN & ITS DERIVATIVES SUCH AS GREEN AMMONIA, GREEN METHANOL ETC.
02	Plot No. 02	96600	
03	Plot No. 03	94500	
04	Plot No. 04	73000	

Note: The tentative location drawing is enclosed.

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

- (i) Tender Document to be downloaded from the official website of Deendayal Port Authority <https://www.deendayalport.gov.in>, <https://www.eprocure.gov.in> OR <https://tender.nprocure.com>.
- (ii) Tender fees (Nonrefundable) of Rs. 5,900/- (Rs. Five Thousand Nine Hundred Only) i.e. Rs. 5,000/- + GST @18% is to be submitted to Deendayal Port Authority (DPA) in digital mode. The information for Digital Payment is given below: -

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

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

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

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

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

OR

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

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

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

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

- (iv) If any queries regarding tender documents, the list of queries may be sent on email/letter to dptlandsection@gmail.com by 05/10/2025 **upto 18:00 hours.**
- (v) The Pre-bid meeting will be held on 06-10-2025 **at 12:00 Hours** at Board Room, AO Building, DEENDAYAL PORT AUTHORITY, Gandhidham.
- (vi) The Last date and time for the online Tender submission is as mentioned above.

- (vii) The Date of Online Opening of the Technical bid is as mention above.
- (viii) Online Opening of Commercial bid. (will be intimated in due course)
- (ix) Online auction date and time for the Plot (will be intimated in due course).
- (x) Bids where in proof of EMD, Tender fee and scanned copy of integrity pact duly signed by the bidder and witness, is not uploaded in preliminary bid, same shall be treated as non-responsive.

1.2 DOWNLOADING TENDER DOCUMENT :

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

1.3 DIGITAL CERTIFICATE :

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

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

Contact Details

Phone

Airtel: +91-79-40007501, 40007512, 40007516, 40007517,40007525

BSNL : +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516,517,525)

Reliance : +91-79-30181689

Fax : +91-79-26857321, 40007533

TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

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

1.5 ON LINE SUBMISSION OF TENDER :

Tenderers can prepare and add on their bid any number of times prior to the last date and time prescribed for tender submission. However, the tenderer shall not be

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

- 1.6 A scanned copy of all details as required shall be uploaded in electronic format only. During the opening of online technical bid if it is found that above details as mentioned are not submitted in electronic format, tenders of such tenderer shall not be considered.

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

- 1.7 The online tenders shall be uploaded up to 21-10-2023 **upto 12:30 Hours**. The tender document comprises of 03 (three) parts (i) EMD, Tender Fees and Integrity Pact (ii) Technical bid and (iii) Commercial bid.

- (i) Tender Document to be downloaded from the official website of Deendayal Port Authority <https://www.deendavalport.gov.in>, <https://www.eprocure.gov.in> OR <https://tender.nprocure.com>.

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

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

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

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

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

OR

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

1.9 The Proof of the Tender Fees and EMD made through digital mode or original BG/Insurance Bond 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 **TENDER FEES AND E.M.D. FOR THE WORK OF TENDER NO. LS- 12 /2025 – "E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF 04 NOS. OF PLOTS FOR THE PURPOSE OF LIQUID STORAGE TANKS FOR GREEN HYDROGEN & ITS DERIVATIVES SUCH AS GREEN AMMONIA, GREEN METHANOL ETC. SITUATED AT OIL JETTY-8 BACK UP AREA KANDLA ON 30 YEARS LEASE ON AS IS WHERE IS BASIS."**

1.10 OPENING OF TECHNICAL TENDER :

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

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

1.12 OPENING OF ON-LINE COMMERCIAL BID :

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

1.13 CONTACTING OFFICER:

For Further details/clarification if any will be available from the **Office of Supdt. Engineer (Kandla Land), Deendayal Port Authority, Land Section, Room No.15, A. O. Building, Gandhidham, Kutch. Mobile Number +919427251059**

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

- 1.15** Tenders without tender fees, EMD, Integrity Pact and which do not fulfill all or any of the conditions of tender document shall be rejected outright. Tender with incomplete details in any aspect shall also be rejected.
- 1.16** Conditional tender shall not be accepted.
- 1.17** This tender notice shall form a part of tender document.
- 1.18** The tenderers are advised to read carefully all the Instructions and conditions stipulated in the tender documents.
- 1.19** The Deendayal Port Authority reserves the rights to reject any or all tenders without assigning any reason thereof.
- 1.20** Tenderers are bound by the Deendayal Port Authority rules and regulation being issued from time to time.
- 1.21** Any kind of amendment shall be published only on-line and shall be final and binding to all the tenderers. The Pre-Bid Clarifications will be uploaded on the websites <https://www.deendayalport.gov.in>, <https://www.eprocure.gov.in> OR <https://www.nprocure.com>
- 1.22** The details of tenders can be seen on website <https://www.deendayalport.gov.in>, <https://www.eprocure.gov.in> OR <https://www.nprocure.com>.
- 1.23** The reserve price in terms of annual lease rent has been mentioned in tender documents as per **Annexure – A**. The Tenderers shall have to bid above this rate for the plot. If any bidder quotes the rates not above the Reserve Price, the bid shall be rejected outright.
- 1.24** Schedule of the plot offered for allotment along with eligible criteria is mentioned in the tender documents.
- 1.25** The bid submitted by the tenderers shall have valid digital signature certificate.
- 1.26** **Every tenderer shall mention their E - Mail address, Mobile Number / Contact Number in technical bid.**
- 1.27 E-Auction**
- (a) After opening of commercial bids, plot will be put on e-auction and the tenderers, whose commercial bids have been opened will be eligible to participate in the e-auction of the plot.
- (b) After opening of commercial bids, the total of the reserve price and the highest premium over and above the reserve price received for any particular plot will become the reserve price (base price) of that particular plot for e-auction and the participant bidders have to quote over and above that revised reserve price for getting that plot.

- (c) The time of Ninety (90) minutes shall be granted for e-auction. In case if any tenderer submits his offer during the last five minutes before the prescribed time of 90 minutes getting over, the time for offer shall be automatically extended for further five minutes and such time can further be extended in the similar fashion, unlimited times. If no tenderer submit the further offer in the extended five minutes time, the auction shall be closed automatically.
- (d) The minimum increment in the offer shall be in multiple of Rs.10=00 (Rupees Ten Only) per sq. mtrs in respect of the plot and increment in offer below Rs.10=00 shall not be considered for e-auction.

1.28 ELIGIBILITY CRITERIA:

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

(I) PRELIMINARY BID

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

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

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

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

3. Integrity Pact duly signed by bidder and two witness (with address) has to be submitted in preliminary bid, failing which bid shall be treated as non-responsive. In case of Partnership firm or a consortium, IP agreement shall be signed by all the Partners of Partnership firm failing which bid will be considered non-responsive.

All above documents i.e. proof towards Tender fee & EMD and integrity pact is to be submitted on line in preliminary bid. In case of non-submission of any document online, the bidder shall be treated as non-responsive.

(II) Technical Bid

1. The Technical bid i.e. tender documents, Pre-Bid clarifications, except commercial bid is required to be submitted duly sealed and signed at each page.
2. Attested true copy of Partnership deed in case the application is submitted by partnership firm, attested true copy of Memorandum of Association and Article of Association/ Bye laws in case of the application is submitted by a company along with certificate of incorporation.
3. Status of firm, name and designation of the proprietor/partners/directors /share holders etc. with profit sharing ratio and/or share holding pattern certified by concern authorities or Chartered Accountant/Company Secretary are also required to be scanned and submitted Online.
4. Power of Attorney in favour of the person signing the application and undertaking on behalf of a partnership firm on requisite bond OR Resolution of the Board of Directors duly notarized in case of company.
5. Copy of PAN card & G.S.T. Registration.
6. Reports on the financial standing of the Bidder, such as balance sheet, profit and loss statements and auditor's reports for the past five years.
7. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
8. An undertaking to the effect that no change has been made in the tender documents;
9. An Undertaking that they have not been banned / de-listed by any reputed organization in past.
10. All the bidders will be eligible to participate in E-Tendering process only after clearing of all the outstanding dues, if any.
11. An undertaking stating that bidder do not have conflict of interest that effect the bidding process.
12. An undertaking to be submitted by the bidders (as per Annexure-D) with regard to payment of cost of reclamation of plot.

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

**SUPERINTENDING ENGINEER (KL)
DEENDAYAL PORT AUTHORITY**

Signature of Applicant

CHAPTER - 2

FORM OF APPLICATION FOR TENDER NO. LS- 12 /2025 – “E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF 04 NOS. OF PLOTS FOR THE LIQUID STORAGE TANKS FOR GREEN HYDROGEN & ITS DERIVATIVES SUCH AS GREEN AMMONIA, GREEN METHANOL ETC. SITUATED AT OIL JETTY-8 BACK UP AREA KANDLA ON 30 YEARS LEASE ON AS IS WHERE IS BASIS.”

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

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

	company, private or public Ltd. company, a copy of Memorandum and Article of Association of the Company together with Certificate of Incorporation and a copy of Resolution authorizing the Applicant to apply on behalf of the Company should be enclosed. If the Application is being made in the capacity of a Promoter of proposed Company, it may clearly be so stated. If it is a Society whether it is registered under Co-operative Societies Act or Societies Registration Act may be stated. Details of Registration Number and date may be given)	
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3. PARTICULARS OF PLOTS APPLIED FOR :

S. N.	PLOT NO.	AREA(IN SQ. MTRS)	PURPOSE
01	Plot No. 01	101600	LIQUID STORAGE TANKS FOR GREEN HYDROGEN & ITS DERIVATIVES SUCH AS GREEN AMMONIA, GREEN METHANOL ETC.
02	Plot No. 02	96600	
03	Plot No. 03	94500	
04	Plot No. 04	73000	

DECLARATION

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

2. I / We also agree that the Earnest Money remitted hereunder will be held by the Port Authority without interest.
3. I / We further state that the particulars given above are true and correct to my / our knowledge and belief and that no material facts have been concealed or withheld.

PLACE: _____

DATE : _____

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

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

To,

**The SUPERINTENDING ENGINEER (KL)
ESTATE DIVISION
DEENDAYAL PORT AUTHORITY
POST BOX NO. 50
GANDHIDHAM (KUTCH)**

CHAPTER-3

TENDERING PROCESS

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

Volume -I	EMD , Tender Fees and Integrity pact.
Volume-II	Technical bid
Volume-III	Commercial bid

3.2 **CONTENTS OF THE TECHNICAL BID :**

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

- 3.3 In case the tenderer is a consortium of firms, information of each member of consortium with copy of the agreement between the consortium members, clarifying the role and the responsibility of every member including pattern of investment and profit sharing arrangement of every consortium members shall be submitted with the tender documents.
- 3.4 The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. The tenderer shall also produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm or resolution of the board of directors in case of company with the tender documents.
- 3.5 The EMD of the unsuccessful tenderer will be refunded immediately after the issuance of the Allotment letter to the successful tenderer.
- 3.6 Whereas, in the case of successful tenderer, the EMD will be refunded only after the receipt of annual lease rent, Security Deposit amount and cost of development charges of Rs. 419.47 per sq. mtr paid by the bidder to D.P.A and after the execution of lease deed by the bidder. Provided that if the successful tenderer does not comply the conditions or accept the letter declaring him as successful tenderer, or does not remit the advance lease rental and security deposit within the stipulated time OR extension granted, then D.P.A. shall forfeit the EMD and the tenderer shall lose the right to use the plot.
- 3.7 Tenders without Tender fees, Integrity Pact and EMD shall not be considered valid and Technical bid of those tenderer shall not be opened.
- 3.8 In case of successful bidder defaults in payments, the same shall be offered to 2nd /next highest bidder on same rates (i.e. 2nd/next bidder should match the bid with highest bidder) on same terms and conditions.

Signature of Applicant

Supdt. Engineer (KL)
DEENDAYAL PORT AUTHORITY

CHAPTER – 4

TERMS AND CONDITIONS

4.1 APPLICATIONS RECEIVED EARLIER IF ANY:

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

4.2 PLOT TO BE INSPECTED BY TENDERER BEFORE BIDDING :

Each plot shall be auctioned in its present condition on as is where is basis. The Tenderer shall have to inspect the site at their own cost and it shall be deemed that they have fully aquatinted themselves with all their aspects of the plot like site conditions, size, including rocky out crop in front of plot, inside plot OR in vicinity etc. No claim so whatsoever will be entertained by D.P.A. in future for improving conditions of plots on account of lack of infrastructure OR for any reasons whatsoever. DEENDAYAL PORT AUTHORITY shall not entertain any request / claim from any tenderer for leveling, redressing, rectification of plots etc. The Plots are to be utilized as purpose mentioned as under. The Plots are to be allotted "On as is where is basis". The plot will have to be developed by the allottees including the approach road for allotted plot at their own cost including cost of the basic amenities such as water supply, drainage, electricity etc.

4.3 TENDER DOCUMENT TO BE READ AND UNDERSTOOD CAREFULLY:

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

4.4 AREA OF THE PLOT :

S. N.	PLOT NO.	AREA(IN SQ. MTRS)	PURPOSE
01	Plot No. 01	101600	LIQUID STORAGE TANKS FOR GREEN HYDROGEN & ITS DERIVATIVES SUCH AS GREEN AMMONIA, GREEN METHANOL ETC.
02	Plot No. 02	96600	
03	Plot No. 03	94500	
04	Plot No. 04	73000	

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

4.5 DETAILS OF STATUS / CONSTITUTION OF THE TENDERER :

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

4.6. SECURITY DEPOSIT

The Port shall keep equivalent of 2 years' rentals as Security Deposit. If any successful bidder surrenders the possession of plot before the completion of lease period, by giving 06 months' notice, then the security deposit can be refunded, without interest, provided the purpose for which the security deposit has been taken, has been met and is no longer required, subject to clearance / adjustments of any outstanding dues and vacant & peaceful surrender of demised premises by the successful bidder.

The Security Deposit shall be remitted through Demand Draft/Bankers Cheque/ Pay Order in favour of "Deenayal Port Authority", payable at Gandhidham from Nationalized/ Scheduled Bank. If the Security Deposit amount is less than Rs. 1 Crore (Rupees one crore), it may be remitted as per the modes mentioned in above para. If the same is equal or more than one crore, then the same can be deposited in form of Bank Guarantee issued by any nationalized/schedule bank(except co-operative bank) having its branch at Gandhidham. The format of Bank Guarantee will be provided to the successful bidder at the time of issue of pre acceptance letter. The Bank Guarantee for the Security Deposit shall be submitted and renewed time to time to over the entire lease period.

4.7 PREMIUM :

- I. The RESERVE PRICE Per SQ, MTRS / YEAR, for above mentioned plot has been fixed as shown in the Commercial Bid. The Bidder has to offer premium over and above the reserve price in terms of lease rental. Bidders have to invariably quote above the reserve price, failing which the same will not be considered valid.
- II. The Land will be put to Tender – cum – Auction as per the Amended Land Policy Guidelines 2015 and subsequent clarification issued by the Ministry of Shipping from time to time.

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

All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code

Solutions, A Division of GNFC, 301 GNFC Info tower, Bodakdev, Ahmedabad. Fax: 91 79 26857321 E-mail: nprocure@ncode.in

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

1. Cover – I – (**containing EMD, Tender Fee & Integrity Pact**)
and
2. Cover – II (containing Technical credentials).

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

- (a) **The Superintending Engineer(KL)
DEENDAYAL PORT AUTHORITY,
Room No. 15, A.O. Building, Estate Division,
Ground floor, Gandhidham-Kutch-370201.**
- (b). **(b) bear the following identification:**

Accompaniments for **TENDER NO. LS- 12 /2025 – “E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF 04 NOS. OF PLOTS FOR THE LIQUID STORAGE TANKS FOR GREEN HYDROGEN & ITS DERIVATIVES SUCH AS GREEN AMMONIA, GREEN METHANOL ETC. SITUATED AT OIL JETTY-8 BACK UP AREA KANDLA ON 30 YEARS LEASE ON AS IS WHERE IS BASIS.”**

COVER - I	-	(containing EMD, Tender Fee & Integrity Pact)
COVER – II	-	(containing Technical credentials)
BID REFERENCE NO.	-	<u>LS – 07 /2025.</u>

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

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

4.9 DEADLINE OF SUBMISSION OF THE BIDS :

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

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

At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

4.10 LATE BIDS

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

4.11 MODIFICATIONS AND WITHDRAWAL OF BIDS :

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

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

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

4.12 BID OPENING AND EVALUATION

Bid Opening

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

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

4.13 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

4.14 EXPENSES FOR BIDDING

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

4.15 VALIDITY OF BIDS

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

4.16 RIGHT OF ACCEPTANCE OR REJECTION OF ANY BID

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

4.17 ALLOTMENT :

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

The successful Bidder shall, within 30 days from the date of issue of the Pre-Acceptance letter by DEENDAYAL PORT AUTHORITY, remit the advance annual lease rental alongwith the applicable taxes and Security Deposit (being 02 years lease rental) and cost of development charges of Rs. 419.47 per sq. mtr. Thereafter, the DEENDAYAL PORT AUTHORITY will issue a letter of Allotment. If the Security Deposit amount is less than Rs. 1 Crore (Rupees one crore), it may be remitted as per the modes mentioned in above para. If the same is equal or more than one crore, then the same can be deposited in form of Bank

Guarantee issued by any nationalized/schedule bank (except co-operative bank) having its branch at Gandhidham. The format of Bank Guarantee will be provided to the successful bidder at the time of issue of pre acceptance letter. The Bank Guarantee for the Security Deposit shall be submitted and renewed time to time to cover the entire lease period.

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

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

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

4.18 INDEMNIFYING DEENDAYAL PORT AUTHORITY

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

4.19 DEVELOPMENT OF LAND :

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

4.20 LEASE EXECUTION

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

4.21 LEASE PERIOD

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

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

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

4.23 PAYMENT PERIOD

The successful Bidder shall, within 30 days from the date of issue of the Pre-Acceptance letter by Deendayal Port Authority, remit the advance annual lease rental alongwith the applicable taxes, cost of development charges of Rs. 419.47 per sq. mtr, and Security Deposit (being 02 years lease rental). Thereafter, the Deendayal Port Authority will issue a letter of Allotment.

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

If the successful bidder fails to remit the payment towards advance lease rental, cost of development charges of Rs. 419.47 per sq. mtr and security deposit within the extended period, the Earnest Money Deposit will be forfeited and the tenderer shall lose the right to use the plot and shall not be eligible to participate in a tender process of any allotment of land for a period not exceeding three years commencing from the date of debarment.

4.24 MORTGAGE

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

4.25 UTILIZATION OF LAND

If the leased land is not utilized within two years of allotment for the purpose for which it is allotted, the lease will be terminated.

4.26 (A) APPROVALS FROM STATUTORY AUTHORITIES

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

Deendayal Port Authority shall not be responsible for any loss/damages etc. occurring, if permission or approval of the above authorities or any other authority

including Ministry of Shipping, Government of India are not granted. Deendayal Port Authority may facilitate such permission to the extent possible.

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

4.27 USE OF PLOT

The lessee shall strictly use the plot for purpose for which the allotment is made (as mentioned under Sr.No.1 of Chapter – 1). Change of purpose shall not be allowed. The allottee shall not carry out any activity that may be considered detrimental to the interest of the Deendayal Port Authority or to the National Security.

4.28 INSPECTION OF PLOT

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

4.29 TRANSFER OF PLOT

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

4.30 EXPIRY OF LEASE

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

However, in the event of Lessee's failure to hand over the vacant and peaceful possession of the plot within the stipulated time, it shall be lawful for the Chairperson, Deendayal Port Authority or authorized person on his behalf to enter upon the demised premises and take over possession, at the risk and cost of the allottee of the said plot, by preparing Panchnama and remove material lying on the plot and demolish building/structures erected on the said plot, fill up any excavation etc. All such expenses, as may be paid out and incurred by DEENDAYAL PORT

AUTHORITY, while acting for taking over of vacant peaceful possession of the said plot shall be recoverable from the Lessee.

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

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

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

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

4.31. ADMINISTRATION OF TERMS OF ALLOTMENT:

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

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

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

The Deendayal Port Authority shall have the right in case of leases granted within the Port limits to determine the lease, before the expiry of the term in case the demised premises are required for the Port Authority's own purpose or for the purpose of the Government.

In the event of early determination of the lease for above reasons and purposes the Port Authority Board shall have the right to resume possession of the leased land in

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

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

4.33. CONFLICT OF INTEREST (Plot wise) :

1. The bidder should have no conflict of interest (plot wise) in taking up the subject work.
2. An undertaking stating that bidder do not have conflict of interest (plot wise) that effect the bidding process.
3. DPA policy requires that the Bidders provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
4. Bidder shall not have a conflict of interest that may affect the Selection Process or the Service pursuant to this document. The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client and the Assignment/contract, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidders or the termination of its Contract. Any Bidder found to have a Conflict of Interest shall be disqualified.
5. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations under any other Agreements/Contracts or any such understanding which may place it in a position of not being able to carry out the Assignment/contract in the best interests of DPA.
6. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Selection Process, if:
 - (i) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
 - (ii) There is a conflict among this and other consulting assignments/contract of the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Advisor depend on the circumstances of each case. While providing Services to DPA for this

particular Assignment/contract, the Advisor shall not take up any assignment/contract that by its nature will result in conflict with the present Assignment; or

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

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

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

Shri Amiya Kumar Mohapatra, IFoS(Retd.), Qrs. No. 5/9, Unit-9, Bhoi Nagar, Bhubaneswar-751 022. Mobile No. 9437002530 Email: amiyaifs@gmail.com	Dr. Gopal Dhawan, Ex-CMD, MECL, House No. 120, Jai Shakti Vihar, (NHPC Society) P4, Builders Area, Greate Noida Guatam Budh Nagar, Utter Pradesh-201 315. Mobile No. 8007771467 Email: gdhawangeologist@gmail.com
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The potential bidders shall download and print the IP Agreement signed by the Employer and their two witness (with address) and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. In case of Partnership firm or a consortium, IP agreement shall be signed by all the Partners of Partnership Firm. Having completed the signing procedure, the potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal.

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

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

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

4.36 STAMP DUTY AND REGISTRATION: -

The stamp duty and registration charges, if any payable in respect of the preparation and execution of this Deed and its duplicate including the cost, charges and expense of the attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee. The Lessee shall be obliged to provide a certified copy of the duly registered Deed to the Lessor within 15 (fifteen) days from the date of its registration.

Signature of Applicant

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

CHAPTER – 5

"UNDERTAKING FOR THE WORK OF "TENDER NO. LS- 12 /2025 – "E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF 04 NOS. OF PLOTS FOR THE PURPOSE OF LIQUID STORAGE TANKS FOR GREEN HYDROGEN & ITS DERIVATIVES SUCH AS GREEN AMMONIA, GREEN METHANOL ETC. SITUATED AT OIL JETTY-8 BACK UP AREA KANDLA ON 30 YEARS LEASE ON AS IS WHERE IS BASIS."

PLACE :

DATE :

From :

To

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

Gandhidham (Kutch)

SUB: OFFER OF PREMIUM FOR TENDER NO. LS- 12 /2025 – "E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF 04 NOS. OF PLOTS FOR THE LIQUID STORAGE TANKS FOR GREEN HYDROGEN & ITS DERIVATIVES SUCH AS GREEN AMMONIA, GREEN METHANOL ETC. SITUATED AT OIL JETTY-8 BACK UP AREA KANDLA ON 30 YEARS LEASE ON AS IS WHERE IS BASIS."

Sir,

Please refer to your press advertisement inviting offers for *the* allotment of 02 Nos. of plots Kandla for the purpose as mentioned above on 30 years lease basis on as is where is basis. Having visited the site and examined the drawing showing the location of the Plot and having obtained all other information from all the concerned of DEENDAYAL PORT AUTHORITY, we offer to utilize the Plot admeasuring _____for the purpose of_____.

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

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

Yours faithfully,

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

ANNEXURE – A

TENDER NO. LS- 12 /2025 – “E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF 04 NOS. OF PLOTS FOR THE LIQUID STORAGE TANKS FOR GREEN HYDROGEN & ITS DERIVATIVES SUCH AS GREEN AMMONIA, GREEN METHANOL ETC. SITUATED AT OIL JETTY-8 BACK UP AREA KANDLA ON 30 YEARS LEASE ON AS IS WHERE IS BASIS.”

PRICE – BID / COMMERCIAL BID

SR. NO	Plot No.	AREA (IN SQ.MTRS.)	RESERV E PRICE (RS.SQ. MTRS / YEAR)	PREMIUM OFFERED OVER AND ABOVE THE RESERVE PRICE (RS. SQ.MTRS / YEAR)		TOTAL AMOUNT OFFERED (PER SQ.MTRS / YEAR) (COLOUMN NUMBER 4 + COLOUMN NUMBER 5)		GRAND TOTAL LEASE RENTAL PER YEAR
				IN FIGU RES	IN WORDS	IN FIGURES	IN WORD S	
1	2	3	4	5		6		7
1	01	101600	1156.68					
2	02	96600	1156.68					
3	03	94500	1156.68					
4	04	73000	1156.68					

Yours faithfully,

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

UNDERTAKING**COST INCURRED TOWARDS RECLAMATION OF PLOT**

S.N.	Plot No.	Area (in sq. mtrs)	Cost of reclamation of plot
01	Plot No. 01	101600	Rs. 4,26,18,152/-
02	Plot No. 02	96600	Rs. 4,05,20,802/-
03	Plot No. 03	94500	Rs. 3,96,39,915/-
04	Plot No. 04	73000	Rs. 3,06,21,310/-

I / We shall abide to deposit the amount towards cost of reclamation of plot plus GST with Deendayal Port Authority, within 30 days from the issue of Pre-Acceptance letter by way of D.D. / Banker Cheque / Pay Order in favour of Deendayal Port Authority, from any Nationalized / Scheduled Bank having branch at Gandhidham, in addition to the offered amount of Lease Rental per year & Security deposit (being 2 years rentals).

SIGNATURE OF THE BIDDER

NAME AND ADDRESS OF BIDDER

DATE: _____

PLACE: _____

ANNEXURE-C

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

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

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

AND

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

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

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

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

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

5. **AND WHEREAS** the Lessor accepted the bid of the Lessee for the said plot and issued Pre-Acceptance letter No. _____ dated _____, calling upon the Lessee to deposit the lease rental amount of Rs. _____ (Rupees _____ Only) alongwith the applicable taxes, Security Deposit amounting to Rs. _____ (Rupees _____ Only). And cost of development charges of Rs. 419.47 per sq. mtr.
6. **AND WHEREAS** the Lessee in compliance with the Pre-Acceptance letter deposited the lease rental amount of Rs. _____ (Rupees _____ Only) alongwith the applicable taxes, Security Deposit amounting to Rs. _____ (Rupees _____ Only) and cost of development charges of Rs. 419.47 per sq. mtr amounting to Rs. _____ (Rupees _____ Only) vide Receipt No. _____ dated _____. Receipt No. _____ dated _____. and Receipt No. _____ dated _____. respectively.
7. NOW THIS INDENTURE WITNESSETH **that in consideration of the payment of the Lease Rental of Rs. _____ (Rupees _____ Only) on _____ i.e. and cost of development charges of Rs. 419.47 per sq. mtr before the execution of these presents (the receipt whereof the Lessor hereby acknowledges) and in consideration of the Lease Rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee ALL THAT PLOT OF LAND containing by admeasurements _____ sq. mtrs.s=_____ sq.mtrs.(Approx). situated _____, within the Deendayal Port limits forming part of Gandhidham Taluka in the Registered Sub-District of Gandhidham in the Registration District of Kachchh which plot of land is more particularly described in the schedule hereunder written and with the boundaries whereof have for greater clearness been delineated on the Plan No. LW/PL/_____ dated _____ annexed to these presents and thereon coloured red TOGETHER with all rights, easements and appurtenances whatsoever to the said plot of land (hereinafter called the "demised premises") belonging or appertaining but subject to the reservations hereinafter mentioned.**
8. **The demised premises at Kandla is allotted to the lessee on 30 years lease basis for _____ on as is where basis and the lessee shall strictly use the plot allotted for the purpose of**

_____ only. . Change of purpose shall be dealt as per the Land Policy Guidelines. The allottee shall not carry out any activity that may be considered detrimental to the interest of the Deendayal Port Authority, health and safety of public OR to the National Security.

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

- (i). The lessee is entitled TO HOLD the premises hereby demised unto the Lessee for a period of THIRTY YEARS (30 years) only from ___ day of _____ to _____ day of _____. YIELDING AND PAYING therefore the Yearly Lease Rent of Rs. (Rupees Only) per annum with applicable Goods & Service Tax (GST) thereon payable in advance by the 05th day of due date every year at the office of the Lessor or at such places as may be notified by him for the purpose from time to time, the first such payment has already been made on _____.
- (ii). The Lessor excepts and reserves unto himself all mines, minerals, coals, gold-washing earth oils and quarries in or under the demised premises and full right and power, at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining and removing and enjoying the same provided always that the Lessor shall reasonably compensate the Lessee for all damages directly occasioned by the exercise of the rights hereby reserved or any of them.

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

- (a). The Lessee shall pay unto the Lessor the yearly Lease Rent hereby reserved on the days and in manner hereinbefore appointed. The Lessee shall however be liable to pay the lease rent at a higher rate whenever the scheduled rates are revised upwards by the Competent Authority. The annual escalation rate approved by the Board or the Competent Authority shall also be applicable from time to time. The annual escalation is applicable from 01.01.2026.
- (b). The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges all assessment of every description which are now or may at any time hereafter during the continuation of this lease be assessed, charged or imposed upon or in relation to the demised premises or on any building to be erected thereupon.
- (c). The Lessee shall within a period of FORTYFIVE DAYS from the date of handing over of possession of the demised premises submit to the Chairperson, Deendayal Port Authority for approval, the plans, elevations and cross sections of the structure which

he proposes to erect on the demised premises together with sanitation trench and water supply system which he proposes to be installed in the building.

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

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

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

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

- (e).
 - (i). If the demised premises is not utilized within two years of allotment for the purpose for which it is allotted, the lease will be terminated.
 - (ii). The lessee shall within a period of 24 months of the taking over the possession of the demised premises erect and complete in all respect buildings/structures on the site allotted to him in accordance with the approved plans, the Lessee shall also obtain Completion Certificate from Deendayal Port Authority within a period of 24 months from

the date of handing over of possession of the demised premises to the Lessee, failing which the lease shall be terminated provided, however, the Chairperson, Deendayal Port Authority may at his discretion for special reasons grant extension of time in writing for completing construction of the request to allottee in case of the Lessee fails to complete construction for the above reasons beyond his control.

- (iii) And provided further that all the materials used in the said building shall be good and sound and shall have been approved by the Chairperson and the timber shall be of good teak only or such other good timber as shall be approved by the Chairperson and provided further that all drains and sewers for the said demised premises shall be constructed, made, laid and connected to the satisfaction of the Chairperson and or any Statutory Local Authority and in such position as shall be directed by the Chairperson and or by the said Statutory Local Authority.
- (iv) No construction work on the demised premises shall be commenced unless the plans submitted as herein above have been approved by the Chairperson. The Lessee shall not make any alterations or additions to the building so approved as aforesaid either external or internal so as to effect any of the architectural or structural features originally shown by him in the approved plans unless such alterations and additions shall have been previously in like manner approved.
- (v) All works of leveling/reclamation of the site shall be carried out by the Lessee at his own cost as per specifications as may be fixed or approved by the Chief Engineer of the Board of Deendayal Port Authority.
- (f). The Lessee shall conform and be bound by all the statutory rules, regulations viz. Petroleum Rules 1976, Labour Laws, Security Regulations of Port as per ISPS Port Regulations and bye- laws regulating the construction, maintenance, occupation and possession of building, health, sanitation and drainage and those regulations of safety, anti-pollution control etc., prescribed from time to time under the provisions of any law being in force and shall obtain clearance from the concerned competent authorities wherever required. The construction of plots will only be allowed after all such certifications / clearances from the various Departments are obtained by the Lessee.
- (g) The lessees have to lay their own pipeline from "Y" Junction to their terminals.

- (h). The permission to lay pipelines would be governed by terms and conditions laid down in the "Policy for grant of permission for laying and operating the pipelines in D .P.A. limit" as approved by the Board from time to time. .
- (i) The building during construction shall be open at all times for the inspection of Chairperson, his authorized official or Agents of the Lessor, and the Lessee or any one acting under him shall afford all reasonable opportunitiess to them for inspection.
- (j) The lessee shall strictly use the demised premises including the buildings/structures erected thereon only for the purpose for which the allotment is made. If the Lessee makes use of the demised premises for purpose other than for which it is allotted without obtaining prior permission in writing from the Chairperson and/or if the lessee is dumping/putting such material which adversely affects the soil and sub-soil conditions of the demised premises, it shall amount to breach of the terms of allotment and the allotment made will be liable to be cancelled, and lease granted will be determined and all payments made for the demised premises like, Lease Rent and premium etc. in respect of the demised premises will be forfeited by the Lessor and in such case no compensation and/or damages of whatsoever nature will be payable by the Lessor. The Lessee shall not carry out any activity that may be considered detrimental to the interest of the Lessor or to the National Security.
- (k) The Lessee shall not without the written consent of the Chairperson or his duly authorized officer or Agent as aforesaid make any excavations in the demised premises and will at all times during the continuance of this lease maintain the demised premises and all building thereon in a sanitary condition and substantial state of repair to the satisfaction of the Chairperson or any duly authorized officer or agent of the Lessor.
- (l). The Lessee shall at all times during the continuance of this lease keep the building to be erected on the demised premises in a good and substantial state of repair at his cost to the satisfaction of the Chairperson or any duly authorized officer or agent of the Lessor.
- (m) The Lessee shall at all reasonable times allow for inspection access to the demised premises to the Chairperson, or his duly authorized officer or agent of the Lessor or to the sanitary staff appointed for the purpose of maintaining sanitation within the Deendayal Port limits.

- (n) The Lessee shall be bound to follow and abide by all Laws including labour laws, Statutory Rules, regulations and bye-laws regulating the construction, maintenance, occupation and possession of demised premises and building, health and safety of persons working, sanitation and drainage and those regulations of safety, anti-pollution & pollution control etc. prescribed from time to time under the provisions of any law from time to time being in force and shall obtain clearance from the concerned competent authorities wherever required.
- (o) The Lessee has no right whatsoever to transfer or otherwise part with the demised premises or any part thereof unless and until construction thereon is completed and Completion Certificate obtained from the Competent Authority of Deendayal Port Authority and necessary prior permission from the competent authority of Deendayal Port Authority obtained for such transfer.
- (p) Any transfer, sub-letting, assignment of the leasehold rights over the demised premises or buildings/structures thereon, by the lessee without the prior approval of the Lessor shall be illegal and invalid and shall render the lease liable for termination by the lessor.
- (q) The Lessee shall not assign, sublet, transfer or otherwise part with the rights and/or possession of the demised premises, including the buildings/structures thereon in whatsoever manner, unless the lessee has obtained the prior approval, in writing of the competent/appointed authority of the lessor. Any transfer made by the lessee with the Prior approval of the Lessor would be for the remainder duration of the lease period only and, that too, to be used for the purpose for which the lease has been originally granted. Such assignment, sub-letting, transfer would be considered as per extant laws and Land Policy Guidelines applicable from time to time, even a cause of acquisition of controlling interest of lessee by a third party would be treated as transfer of leasehold rights of demised premises and as such before entering such transaction prior permission of lessor shall be required.
- (r) However, it would not be obligatory for the Lessor to permit such transfer, so applied, and the Lessor may reject such request. No such transfer shall be effected unless the transferee undertakes the liability of the Lessee & to pay all the dues, rents, rates, taxes, charges, assessment of every and any description, which, then and/or thereafter be payable; and within continuation of this lease deed to be assessed, charged or imposed on the demised premise, nature of work, building etc.

- (s) Further, permission for such transfer would be granted subject to (1) an undertaking for payment of annual lease rental for the balance period and (2) a fee equivalent 50% of the total lease rent payable by the original lessee upto the time of transfer. The transfer fees will be levied as per the latest Government guidelines/Land Policy guidelines in vogue at the time of the transfer of leasehold right.
- (t) The Transferee shall be liable to discharge the liabilities of payment or otherwise of the Lessee.
- (u) Any act of the Transferee to compound or remedy shall not affect any liability and/or action already suffered by the Lessee for breach of conditions or otherwise, and the Lessor would be entitled to take consequent steps as per the present covenants.
- (v) The Lessee with the previous consent/permission in writing, of the Lessor, may mortgage the demised premises and buildings/structures thereon to such reputed financial institutions/scheduled banks, subject to the Lessor retaining the first charge on them, upon payment of prescribed mortgage fees and/or any other fees which may be prescribed/directed to be paid commensurate with size and lease value of the land to be fixed by the Deendayal Port Authority. Provided that in the event of sale or foreclosure of the mortgaged property, the Lessor shall be entitled to claim and recover 50% of the total lease rent payable by the original lessee upto the time of transfer and an Undertaking from the transferee for payment of the annual lease rental for the balance period. The transfer fees will be levied as per the latest Government Guidelines / Land Policy Guidelines in vogue at the time of sale or foreclosure of mortgage property. The said shall carry first charge having priority over the said mortgage or charge. Mortgage of the demised premises shall not be more than / beyond the lease period and duration shall in any case be limited to discharge before three months of expiry of the lease period. The right under the mortgage would be subject to and lien of the amounts and / or right herein under or otherwise, of the Lessor.
- (w) The Lessee shall register all the changes in the possession or ownership of the whole of the demised premises or of the buildings/structures thereon whether by transfer, succession or otherwise in the register kept in the office of the Chairperson for this purpose within two calendar months from the respective dates of such changes, and in case the Lessee shall without sufficient cause neglect to register such changes in the manner aforesaid, he shall be liable to pay to the Lessor for every such neglect a penalty as may be levied by the Chairperson, in addition to any other remedies enforceable against him under these presents.

- (x) Without prejudice to other remedies, in case, payment of Lease rent and other dues recoverable or imposed is not made within the time stipulated i.e. on or before the due date, the Lessee shall also be liable to pay the Lessor interest charges at the rate as may be fixed by competent authority from time to time.
 - (y) In case, the lessee fails to pay the Lease rent on due date, a notice will be issued to him calling upon him to rectify the said breach committed by him within a period of one month by paying the out-standing dues along with interest failing which the lease will be cancelled. However, if the Lessee fails to rectify the said breach within the stipulated period of the one month from the date of the receipt of the notice from the Lessor, the allotment made shall be liable to be cancelled with immediate effect by issuing notice and in such a case, all payment made for the said demised premises towards lease rentals and Security Deposit and other outgoings, if any, shall be forfeited by the Lessor.
 - (z) The Lessor may, in its absolute discretion waive or compound the breaches and may also condone fully or partially the recovery of extra dues in the form of interest, compensation under special circumstances and with due justification, as recommended by the Chairperson.
 - (aa) The lease will be governed by the Security Regulations of the Port, applicable from time to time, while implementing ISPS Code Regulation.
 - (ab) The lessee should take required insurance policy to cover any untoward incident in the premises located within the demised premises.
 - (ac). If the Lessee breaches / violates any provision of Lease Agreement, the Deendayal Port Authority would reserve the right to impose appropriate penalty on the lessee or cancel the lease depending upon the nature / magnitude of breach / violation. Such penalty may be imposed after giving a reasonable opportunity to the lessee to present his case.
11. The Lessor may, in case of a breach of any of these covenants by the Lessee or by any person claiming through or under him, determine this lease and in such case it shall be lawful for the Lessor and the Chairperson (by himself or by any of his subordinates specifically authorized in this behalf) to enter on the demised premises or any part thereof in the name of the whole and retake possession of the demised premises and

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

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

- (a). Specifying the particular breach complained of; and
- (b). Directing the same to be remedied, if the particular breach is capable of being so remedied.

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

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

- i. within three months of expiry / termination of the lease if the Lessor decides not to re-auction that land; or,
- ii. three months after tender-cum-auction, if the existing lessee was not successful

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

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

over of vacant and peaceful possession (as mentioned herein) of the demised premises shall be recoverable from the Lessee.

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

15. It is hereby, expressly agreed that the exercise of power by the Chairperson of the Lessor under this clause shall not preclude him from taking any other action under any other relevant terms and conditions of the lease.
16. The Chairperson of the Lessor i.e. Deendayal Port Authority shall administer the main terms and conditions, terms of offer of allotment, rules and procedures of allotment and terms of lease deed on behalf of 'lessor' the Board of Trustees of the Port of Deendayal Port Authority and the Chairperson, Deendayal Port Authority or any officer entrusted with the duties and exercising for the purpose of Chairperson shall issue all letters, notices, approvals and other communications in connection with the demised premises allotted including the notice of cancellation of allotment and/or determination of lease, notice of taking over the possession of the demised premises after cancellation of allotment and to take any suitable action under the said terms.

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

17. The lease shall be for a period of 30 (thirty) years only.
18. The Lessor shall however have the right to determine the lease, before the expiry of the term in case the demised premises are required for the Port Trust's own purpose or for the purpose of the Government or in National Interest.

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

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

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

19. The Port shall keep equivalent of 2 years rentals as Security Deposit. If any successful bidder surrenders the possession of plot before the completion of lease period, by giving 06 months notice, then the security deposit can be refunded, without interest, provided the purpose for which the security deposit has been taken, has been met and is no longer required, subject to clearance / adjustments of any outstanding dues and vacant & peaceful surrender of demised premises by the successful bidder.
20. The lease shall be governed by the provisions contained under Section 24 of the Major Port Authorities Act 2021. In case new law is enacted and notified by the legislature which replaces the MPT Act, the provisions of the law shall be applied in relation to above lease.
21. The Lessee shall have to follow all other usual terms and conditions of the lease in force from time to time.
22. The rights of the parties herein would be governed by Land Policy Guidelines & its Clarification, which may be prescribed by the Ministry of Shipping, Government of India, from time to time.
23. The Lessee shall be responsible for safety and welfare of the workers directly or indirectly employed by him/her and shall follow all the rules, regulations and labour laws framed by the competent authority including D.P.T./Government from time to time. The Lessee shall provide adequate rescue shelters with Disaster Warning Systems for the benefit of the employees/workers employed by him/her and shall take suitable steps to ensure timely evacuation of such workers in case of emergencies and natural calamities.

24. The Lessee shall comply with all the environmental laws, rules, regulations and notifications issued by the competent authority.
25. The lessee hereby indemnifies and agrees to indemnify the Lessor against any loss/damage to property/lives arising from their activity on the demised premises and buildings/structures thereon.
26. The expression 'Chairperson, Deendayal Port Authority', or 'Chairperson' wherever used in this covenants shall be deemed to include any other officer or authority (specifically or generally) appointed from time to time in this behalf by the Lessor.
27. **IN WITNESS WHEREOF** the Lessor i.e. The Board of Deendayal Port Authority has caused its **COMMON SEAL** to be hereto affixed and the Secretary of the Board has hereunto subscribed his hand and the Lessee has hereunto set his hand the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

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

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

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

Lessee

1. _____

2. _____

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

Secretary, Deendayal Port Authority

1. _____

2. _____

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

Secretary, Deendayal Port Authority

ANNEXURE UNDER 32- A OF REGISTRATION ACT, 1908

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

LESSEE

LESSOR

No. PD-13017/2/2014-PD.IV
Government of India
Ministry of Shipping
(Ports Wing)

Dated 29th April, 2019

To,
The Chairmen of All Major Port Trusts &
CMD, Kamarajar Port Ltd.

CLARIFICATION CIRCULAR (LAND MANAGEMENT) No. 1 OF 2019-20

**Subject: Compilation of Policy Guidelines for Land Management 2015-
Clarifications issued therein - reg.**

Sir(s),

I am directed to refer to the above subject and to say that the Policy Guidelines for Land Management 2014 had been issued to all Major Ports for implementation. Later, some of the provisions of the Land Policy Guidelines, 2014 were further clarified to ease the implementation of the Policy Guidelines by the Major Ports vide letter No. PD-13017/2/2014-PD. IV dated 17th July, 2015 (hereinafter termed as Policy Guidelines for Land Management 2015 (PGLM, 2015)).

2. Many Major Ports had, however, raised various difficulties in implementing some of the provisions of PGLM, 2015 and requested for further clarifications on the same. Accordingly, Indian Port Association (IPA), an apex body of Major Ports was asked to deliberate on all such issues and submit a report. Based on the report submitted by IPA, the clarifications required to be issued were examined and again discussed with Chairmen of all Major Ports. To accommodate the various difficulties arising with regard to implementation of the guidelines so as to meet the practical exigencies & requirements in public interest, clarifications on these issues had been finalized and issued by the Ministry under the provisions of Para 15(vii) & (viii) of PGLM, 2015, on 14th May 2018 & 9th March, 2019 and on 16th October, 2018 with regard to classification/ categorization of Port Land as per National Industrial Classification (NIC), 2008 (F.No. PD-25021/11/2015-VoCPT dated 16th October, 2018).

3. The various clarifications thus issued from time to time have been compiled by incorporating these clarifications below the relevant paras of PGLM, 2015 for ease of reference and clarity. Clarification Circular prescribing guidelines for establishing a Floating Storage Re-gasification Unit (FSRU) for LNG cargo in different ports issued vide F. No. PD-13/18/2018-PPP Cell dated 7th March, 2019 is at Annexure-I. Policy Guidelines for Land Management 2015 thus incorporating these clarifications are issued with immediate effect for implementation under Section 111 of MPT Act, 1963.

4. Henceforth any clarification regarding Land Policy will be issued only in the form of 'CLARIFICATION CIRCULAR (LAND MANAGEMENT) No. ... of 2019-20'. All the clarifications issued during a Financial Year will be valid till the end of Financial Year i.e.

the Clarification Circular will have a sunset clause. All Clarification Circulars issued in a Financial Year that need to be retained will be consolidated into one Circular to be issued on 1st April of the succeeding year.

Yours faithfully,



(Rameshwar Kumar)

Under Secretary to the Govt. of India

Tel. No. 23311659

Enclosure: As above.

Copy to:

- i. The Managing Director, Indian Port Association, New Delhi

Copy also to:

- i. PS to Hon'ble Minister of Shipping / Hon'ble MOS(S, Finance)/ Hon'ble MOS(S,RT&H,C&F)
- ii. PS to Secretary(S)/PPS to AS&FA
- iii. PPS/PS/PA to AS(S)/JS(P)/JS(S)/JS(SM)/Sr. Adviser(Eco.)/
- iv. All the Directors in Ports Wing/ CO(PB)
- v. NIC- for uploading the same on the website of the Ministry of Shipping

Policy Guidelines for Land Management by Major Ports, 2015
(updated with clarifications issued upto 31.03.2019)

1. BACKGROUND

Land is one of the important resources with the Port Trusts to promote their business and accommodate the increasing traffic at the ports. As per the provisions contained in Sub-Section (1) of Section 34 of the Major Port Trusts Act, 1963, Ports are empowered to lease out land for a period up to 30 years and in case the period of lease is for more than 30 years, prior approval of the Central Government is necessary. The relevant portion of this Sub-Section is reproduced below: -

“Provided further that no contract for the acquisition or sale of immovable property or for the lease of any such property for a term exceeding thirty years and no other contract whereof the value or amount exceeds such value of amount as the Central Government may from time to time fix in this behalf, shall be made unless it has been previously approved by the Central Government.”

2. To regulate allotment of land, the Ministry of Shipping has been issuing guidelines from time to time. In the competitive environment that the ports operate, continuous review of these guidelines is imperative.

3. Accordingly a Draft Policy for land management by Major Ports 2012 was prepared by the Ministry and circulated to various stakeholders for comments and was also put up on the website of the Ministry inviting comments and suggestions. Simultaneously, Inter-Ministerial consultations were also done. Based on the inputs received, the “Policy Guidelines for land management by Major Ports, 2014” was finalised. The said guidelines have been approved by the Union Cabinet on 2/01/2014.

These guidelines were issued to all Major Ports for implementation. However, Indian Ports Association, an apex body of Major Ports, had highlighted certain difficulties and suggested some changes and there were also suggestions from different stakeholders to improve the Land Policy Guidelines.

Thereafter, Ministry, vide Order dated 8th August, 2014 constituted a two member committee comprising of DG(Shipping) and Sri R.C. Sinha, Advisor to examine the suggestions and furnish a report. Based on the report, the revised guidelines have been framed. The Revised Land Policy guidelines, issued under Section 111 of MPT Act, 1963 are as follows:

4. Objectives- The main objectives of the Policy are: -

- i). To ensure that land resources are put to optimum use as per the approved Land Use Plan with focus on retaining /attracting port traffic;
- ii). To ensure that optimum value is realized by licensing / leasing Port land through a transparent tender-cum-auction methodology.
- iii). The policy prescribes the procedure for revision of rates to enable maximum resource generation for the Ports and the methodology for regular updating of the rates in line with the market value
- iv). The policy also recognizes the need for special dispensation for cases relating to educational and security purposes.

5. Scope: The policy is applicable for all Major Ports except for the land relating to the Township areas of Kandla, Mumbai and Kolkata Ports for which separate policy will be formulated. Kamarajar Port Limited may follow the principles of this Land Policy but will not be covered by TAMP jurisdiction. These guidelines supersede all previous guidelines issued on the subject.

Issue 5.1:

PGLM 2015 provides in Para 5 that this policy guideline is applicable for all land in major ports except for the land relating to the township areas of Kandla, Mumbai and Kolkata ports. For these townships a separate policy is required to be formulated. Leases in these townships have been given mainly for residential and commercial purposes and some of these leases have either expired or are going to expire. Whether provisions of PGLM 2015 can be extended to these townships till formulation and application of a separate policy?

Clarification 5.1:

Townships are broadly defined as well delineated residential developments with supporting infrastructure. Thus, the bulk of the development in such townships is of residential units with other infrastructure supporting the residential development. In Mumbai and Kolkata, such residential areas developed on port land over long periods of time essentially because of the port activities. Similarly, at Kandla, both Gandhidam and Kandla townships developed due to the development of the Deendayal Port (then Kandla Port). PGLM 2015 clearly mentions that these policy guidelines are not applicable to township areas of Kandla, Mumbai and Kolkata ports. However, since there is already a large tract of existing township, the spirit of the extant Policy Guidelines is that no new residential/real-estate development should take place in these places without a separate policy for residential/real-estate development in place. Considering this broad aspect, the

following is decided for the township areas of only Mumbai Port, Deendayal Port (Kandla) and Kolkata Port, excluding Haldia Dock Complex:

- i). No new residential/real-estate development including individual residential unit should be taken up under PGLM 2015 except:
 - (a) the township project at Gandhidham, Deendayal Port which was appraised by the PIB and approved by the Minister of Shipping and Minister of Finance and is an integral part of the Smart Industrial Port City, Kandla.
 - (b) allotment or development of land for residential purposes to Government Ministries/ Departments/ their subordinate, attached offices/ organizations. The allotment would be strictly subject to the condition that the development will be for their own use and cannot be sold, leases or let-out to any other person/ body in any manner whatsoever.
- ii). Even for old residential areas no new norms like increased FAR, etc., should be considered and taken up for development.
- iii). However, renewal of leases within existing development can be taken up following Para 11.3 of PGLM 2015 on policy of renewal of existing/earlier leases.
- iv). Land can be allotted by the way of fresh lease as per Para 11.2 (d) only for industrial, commercial purposes, etc., i.e. through tender-cum-auction methodology through a competitive bidding process over reserve price of such plots which shall be determined as per Para 13.
- v). For establishment of common utilities only by local self-government bodies, methodology as indicated in Para 11.2 (g) may be adopted.
- vi). Land can also be allotted by the way of fresh lease to entities as mentioned in Para 11.2(h) on nomination basis on market value as determined under Para 13 i.e. without any concessions. This should be subject to the condition that the development will be for their own use and cannot be sold, leased or let-out to any other person/ body in any manner whatsoever.
- vii). All the above developments can be taken up provided these are in accordance with an approved Master Plan and the land is not required for the port's own use.

6. Empowered Committee Mechanism: There shall be an empowered Committee comprising of AS&FA (Shipping), Joint Secretary (Ports), Joint Secretary of the Department of Economic Affairs, and the concerned Adviser of the Planning Commission, for discharge of such functions as are allotted to it under this policy.

7. These policy guidelines for land allotment would be applicable to all new PPP projects also. For such projects, approval of the project by the competent authority will be taken as approval for the licence of the land component of the project.

8. Land Use Plan:

The Land Policy Guidelines are applicable for all purposes provided under MPT Act 1963. Every Major Port shall have a Land use plan covering all the land owned and/or managed by the Port. Such plans shall be approved by the Board and a copy would be forwarded to the Government. Any proposal for revision of land use plan shall be finalized by the Board only after considering the objections and suggestions received from the various stakeholders. Land use plan of major ports shall be reviewed by the Board at least once in every five years.

9. Land Allotment Policy:

Ports are empowered to lease/licensing out land based on the approved land use plan/Zoning of the port and within the framework of MPT Act 1963.

9.1 The expression "Lease" shall have the meaning assigned to it as in Section 105 of the Transfer of Property Act, 1882. Accordingly, lease is defined as transfer of a right to enjoy immovable property, made for a certain time, expressly provided for, in consideration of a price paid or promised, or of money to be rendered periodically or on specified occasions to the transferor by the transferee, who accepts the transfer on such terms.

9.2 The expression "licence" shall have the same meaning assigned to it as in Section 52 of the Indian Easements Act, 1882. Accordingly, licence is defined as a right granted to another person by the grantor, to do or continue to do upon the immovable property of the grantor, something which would, in the absence of such right, be unlawful, and such right does not amount to an easement or an interest in the property.

9.3 The word "Port" and "Board" wherever used in the policy directives connote "Port Administration" and 'Board of Trustees/ Directors' respectively.

9.4 Licence of Land:

Port will formulate the guidelines for License of land within and outside customs bonded Area in accordance with the land use plan of the port and the spirit of the Land Policy Guidelines and get them approved at the Board level. The Ministry of Shipping should be kept informed of the guidelines.

Issue 9.4.1:

There are cases where land is required to be allotted on immediate requirement of Port user for Cargo storage. How to allot such land on license basis?

Clarification 9.4.1:

As per para 9.4 of PGLM, 2015, Port may formulate the guidelines for License of land within and outside customs bonded area in accordance with the land use plan of the port and the spirit of the Land Policy Guidelines and get them approved at the Board level. The Ministry of Shipping should be kept informed of the guidelines.

10. Custom Bond Area:**10.1. Fresh allotment of land:**

- a) The land inside custom bond area, which is required on an immediate basis, shall be given on licence basis only and no lease may be permitted. Wherever feasible, such licence shall be issued only by inviting competitive tenders. The guidelines laying down the detailed procedure in this regard shall be framed and approved by the Board of the Port. The licence may be granted upto a maximum period of 11 months and shall be at the bid value discovered through the tender-cum-auction, wherever feasible and would be approved by the Board. In cases, where the tender- cum-auction is not possible, land can be allocated on licence basis at the latest SoR which would be the value notified under para-13 (c). However, allotment of land by not resorting to tender-cum- auction methodology should be exercised as an exception.
- b) The Port may also allot land inside the Custom bond area for activities vital to Port operations or for those which clearly aid Port activities and sea trade, such as, setting up of duty free shop, communication centres, parking facilities, passenger facilities like shopping centres, cyber cafes, health clubs etc. and security related activities. The tenure of license for such land will be decided by the respective Port Trust Boards and such tenure shall not exceed 5 years. All such proposals should, however, have the necessary statutory and/or administrative approvals. Land is to be allotted through tender-cum-auction methodology through a competitive bidding process over the reserve price of such plots which shall be the updated SoR notified by TAMP. Land can also be allotted on nomination basis to CPSUs/SPSUs for activities that are vital to Port operations or which clearly aid port activities at the latest SoR which would be the value notified under para-13(c).

Issue 10.1 (c):

Whether land within custom bond area can be allotted for PPP Projects for more than 5 years? If yes, what will be the methodology?

Clarification 10.1 (c):

The Model Concession Agreement for PPP projects approved in 2018 provides for a concession period of 30 years. There could also be concession agreements entered by the port for periods less than 30 years but more than 5 years. Para 10.1 (b) provides for licence of land allotted inside custom bond areas for activities vital to port operations, or those which clearly aid port activities and security related activities for a maximum tenure of 5 years. However, if it is assessed that the requirement of land for PPP projects in custom bond areas is for more than 5 years, then land can be made part of the bidding process and provided for the period of Concession Agreement. If this land was not part of the bidding process on which the concession got determined then the land can also be provided as per specific provisions for allotment of land contained in the Concession Agreement. When there are no specific provisions for such allotment in the Concession Agreement, then land can be provided after proper assessment at 1.2 times of the latest SOR (as per the Model Concession Agreement for PPP projects, 2018) which would be the value notified under Para 13 (c) of PGLM 2015, on the recommendation of the Board and with the approval of the Ministry of Shipping through the Empowered Committee route.

Issue 10.1(d):

Whether land within custom bond area can be allotted to PSUs/Government bodies for more than 5 years? If yes, what will be the methodology?

Clarification 10.1 (d):

Para 10.1 (b) provides that land inside custom bond areas for activities vital to port operations, or those which clearly aid port activities and security related activities can be allotted on nomination basis to CPSUs/SPSUs at the latest SOR which would be the value notified under Para 13 (c) of PGLM 2015. However, if it is established that the requirement of the land is for tenure of more than 5 years, then in exceptional circumstances, land can be allotted on licence/ lease basis for more than 5 years on nomination basis to PSUs/Government Bodies at the latest SOR which would be the value notified under Para 13(c).

10.2. Renewal of existing land leases:

Even though it would be ideal that land inside custom bond area is allotted on licence basis only, it is observed that some major Ports have allotted land on long term lease basis inside the custom bond area before the land policy guidelines issued in the year 2004 came into force and original lessees have created permanent structures on the land. The procedure outlined in Para 11.3 will also be adopted for renewal of lease of such lands inside the custom bond area.

Issue 10.2 (i):

There may be cases where land has been allotted on licence basis in custom bond area, the licence has been renewed periodically and the licencees have built permanent structures on the licenced land. Whether in such cases, the land can be allotted on lease basis as per Para 10.2 of PGLM 2015.

Clarification 10.2 (i):

No, only in cases where licence was granted prior to 2004 in the custom bond area and the licensees have built permanent structures can lease be granted following the principle as laid out in per Para 11.3. All such proposals would have to be recommended by the Port Trust Board and approved by the Ministry of Shipping through the Empowered Committee route.

11. Outside Custom Bond Area:

11.1 Licence of land:

Normally, land outside custom bond area shall be given on lease basis only. However, in specific cases, for reasons to be recorded in writing, land can be given on licence basis only for Port related activities. Licence of land outside custom bond area will also be governed by the same methodology and conditions as are applicable in case of land inside custom bond area, as spelt out in Para 10 above.

11.2. Fresh Leases:

- (a) Land should be leased only in accordance with the land use plan.
- (b) Land can be leased up to a maximum cumulative period of 30 years by the Port with the approval of the Board. Renewal of leases beyond thirty years and for a maximum cumulative period of 99 years should be recommended by the Port Trust Board after satisfying itself that the same is required to be renewed and that the Port does not require

the said land for its own use. Renewals will be granted through the Empowered Committee mechanism subject to the approval of the Government and renewals will be limited to a maximum cumulative period of 99 years.

(c) In certain cases the lessee may require land for capital intensive investment like tank-farms, refineries etc. The Port, may at its option decide to fix the tenure of lease for a period which is more than 30 years. Such proposals are to be submitted with the recommendations of the Board to the Empowered Committee and Ministry for its approval. The Port in its land-use plan should identify land which can be allotted on long-term lease basis, i.e. for a tenure of 30 years and beyond.

Issue 11.2 (c) (i):

PGLM 2015 provides in Para 11.2 (c) that lease of land for more than 30 years for capital intensive investment like tank farms, refineries etc., can be given. Whether the longer period of lease may also be extended to Free Trade Warehousing Zone/SEZ, multi modal logistics park, mega food park, etc.

Clarification 11.2 (c) (i):

The period of lease for capital intensive investments like tank farms, refineries, industrial units, Free Trade Warehousing Zone/SEZ, Multimodal logistic park, Mega food parks, etc. should be for more than 30 years as the business model for these activities is based on life longer than 30 years. The port may fix the tenure of lease for a period which is more than 30 years and the lease rental should be either upfront premium or premium payable in maximum 10 yearly instalments and interest at the rate of G-Sec prevalent at the time of grant of lease should also be levied during the period of instalment. All such proposals where the period of lease is more than the period within the powers of the Board, will have to be recommended by the Port Trust Board and approved by the Ministry of Shipping following the Empowered Committee route.

(d) Land shall be leased through tender -cum -auction methodology through a competitive bidding process over the reserve price of such plots which shall be the updated SoR notified by TAMP. At the tender -cum -auction stage, depending upon its financial requirement, the Port may decide to invite bids either on- (i) Upfront basis, where the bidding parameter is the one-time upfront payment offered by the bidder for the lease period and a nominal lease rent of Rs. One per square metre to be collected every year for the currency of lease period, or; (ii) Premium basis, quoted by the bidder over and above the Reserve Price in terms of the annual lease rent, calculated as per the provisions of para-13(b). While leasing out land on upfront basis, the Board shall fix the Reserve Price which would be the NPV of the sum total of annual lease rentals calculated as per Para 13(b), escalated annually at the rate approved by the Board as indicated in

para 13(c). The discount factor would be the longest term G-sec rate as per the latest RBI Bulletin. In both cases, the Port shall keep equivalent of two years rentals as security deposit.

Issue 11.2 (d) (i):

What would be the G-Sec rate to be adopted as discounting factor for computation of Upfront premium if there is a time lag between invitation of tender and actual allotment.

Clarification 11.2 (d)(i):

G-Sec rate has to be the rate applicable at the time of invitation of tender as the bidder should have a clear idea of his liability.

(e) A Land Allotment Committee shall be constituted by the Port Trust Board consisting of Deputy Chairman of the Port, and Heads of Departments of Finance, Estate and Traffic. The Land Allotment Committee will finalise the Reserve Price as per the methodology explained above and in Para 13(b).

(f) In respect of PPP projects, the annual lease rent based on latest SoR with the approved rate of annual escalation would be indicated to the bidders at the bidding stage itself. With respect to land allotted for captive facilities, the lease rentals for the land allotted shall be recovered from the user as per the annual lease rental based on latest SoR notified as per Para-13(c), with the approved rate of annual escalation. The lease rental, as well as the rate of annual escalation would be approved by the Port Trust Board.

(g) For establishment of common utilities by local bodies like sewage plant, Government Schools and colleges and hospitals, etc, land can be allotted by the Port Trusts on nomination basis provided allotment is in the interest of the Port Trusts. The land allotted to such entities to be used exclusively for the purpose for which it has been allotted and under no circumstances, the usage can be changed. In case the leased land is not used for the purpose it is granted, the lease to be terminated and the land so allotted to be resumed by the Port. No transfer/sub-letting of such lease will be permitted. Concession upto 75% on the annual lease rent arrived at on the basis of updated SoR may be granted to government schools and colleges. Concession in lease rent can be provided by the Port Trust Board as provided under para 11.2 (h) for establishment of common utilities by local bodies like sewage plant, hospitals, etc provided they are in accordance with approved master plan of the city and the land is not required for the Port's own use.

Issue 11.2 (g) (i):

Whether land can be allotted for establishment of common utilities in the custom bond area? If yes, what will be the methodology and the rate applicable?

Clarification 11.2 (g) (i):

As far as possible common utilities in the custom bond area should be provided by the port either by itself or through outsourcing. Only in exceptional circumstances when it is not possible for the port to provide these utilities should land be allotted for such common utilities only to local bodies/ Government agencies. In such cases, this should be done following the provision of common utilities outside the custom bond areas in Para 11.2 (g) read with Para 11.2 (h) of PGLM 2015.

Issue 11.2 (g)(ii):

Whether land can be allotted outside custom bond area by a fresh lease for Social and Educational purposes as per approved land use plan? If yes, what would be the methodology?

Clarification 11.2 (g) (ii):

Para 11.2 (g) and (h) provide for establishment of schools, colleges, hospitals, etc., by local/government bodies on nomination basis at the updated SOR rate and concession thereto. In case such social and education utilities have to be established by other than local/government bodies land can also be allotted on tender-cum-auction basis. While fixing up market value of the land as per Para 13 the Land Allotment Committee should consider the rates for land for similar purposes. If the ready reckoner for land for similar purposes is not available then the rates of the adjacent local authorities for similar purposes could also be considered while fixing the market value.

Issue 11.2 (g) (iii):

There are cases, where land was allotted on lease to charitable organizations/religious places/ social institution/ educational institutions/registered and recognized trade unions of Port employees, outside the custom bond area without following competitive bid methodology on nomination basis and also at concessional or nominal rates and the leases have expired. What is the methodology to be adopted for grant of fresh lease and what are the rates which shall apply?

Clarification 11.2 (g) (iii):

Keeping in with the spirit of provision in Para 11.2 (g), renewal of leases for the following purposes only may be considered provided it is in accordance with the approved Master Plan/Land Use Plan and the land is not required for the port's own use:

- (i) Renewal of existing leases of Educational institutions, health and family welfare institutions, registered and recognized trade unions for port employees can be done on a nomination basis. Where these institutions are being run on commercial lines, then the annual lease rent should be charged on the basis of updated SOR for similar usage. In cases the organizations are being run without any commercial consideration, then concession in lease rent may be considered by the Port Trust Board up to 75%. All such proposals would have to be recommended by the Port Trust Board and approved by the Ministry of Shipping through the Empowered Committee route.

Issue 11.2 (g) (iv):

There are cases, where land outside custom bond area was given to Government Schools and Colleges and Government aided schools and colleges on a nomination basis, at concessional rate and the lease has expired. What is the methodology to be adopted for grant of fresh leases and what are the rates which shall apply?

Clarification 11.2 (g) (iv):

The policy guidelines as at Para 11.2(g) for renewal of lease for Government schools and colleges should be followed mutatis mutandis. For Government aided schools and colleges, renewal may be done on annual lease rent basis arrived as per the latest and updated SOR for similar usage. For Government Schools and Colleges Port authorities may finalise cases which fall within their powers and in all other cases, however, they should be recommended by the Port Trust Board and approved by the Ministry of Shipping through the Empowered Committee route.

- (h) Land can also be allotted on nomination basis to Government Departments, Statutory Local Bodies, Statutory Authorities/Autonomous Organisations under State/ Central Ministries, Central Public Sector Undertakings (CPSUs), State Public Sector Undertakings (SPSUs) and security agencies like State Police, CISF, Coast Guard and Navy, subject to the availability of land and on the basis of updated SoR. In cases where any CPSU/SPSU/Statutory Authority enters into Joint Ventures (JV) with private party/parties and the said CPSU/SPSU/Statutory Authority is the lead promoter and has the largest share-holding in the said JV, Port Trust Board may decide to allot land to them also on nomination basis with the approval of the Port Trust Board after incorporating

appropriate safeguards. Concession may be granted to security agencies and Government Departments only upto 50% of the annual lease rent. However, in respect of land to be allotted to government departments which are essential to the functioning of the Port like customs, electricity department, health department and for core security functions, concession upto 75% of the annual lease rental can be considered by the port. But such concession can be given for only small extent of land required for core operational purposes imperative for Port functioning and not otherwise. The issue of granting concession and the quantum may be decided on a case to case basis by the Port Trust Board, after recording the reasons in writing.

(i) When entering into a joint venture for improving Port connectivity or Port development with any public authority, land required for such projects, valued at the latest SoR may constitute the equity of the Port in such joint ventures.

(j) The Port Trusts should not entertain any proposal for allotment of land to religious institutions or for religious purposes or to political institutions.

Issue 11.2 (j) (i):

There are cases, where land outside custom bond area was given to Public sector entities/Government bodies on nomination basis and the lease have expired. What is the methodology to be adopted for grant of fresh lease and what are the rates which shall apply?

Clarification 11.2 (j) (i):

Keeping in with the spirit of grant of fresh leases to such organizations as per Para 11.2 (h), the renewal of lease in such cases could also be done on nomination basis. The concessions to be granted should also be as per Para 11.2 (h).

Issue 11.2 (j) (ii):

PGLM 2015 provides in Para 11.2 (h) that land can also be allotted on nomination basis to Government Departments, Statutory Local Bodies, Statutory Authorities/Autonomous Organisations under State/Central Ministries, Central Public Sector Undertakings (CPSUs), State Public Sector Undertakings (SPSUs) and security agencies like State Police, CISF, Coast Guard and Navy, subject to the availability of land and on the basis of updated SoR. Whether the agencies to whom land is allotted on nomination basis can be given lease of land for a period upto 99 years by Port Trust Board and if so, the lease rental is to be calculated on annual premium basis or upfront premium basis.

Clarification 11.2 (j) (ii):

In all cases where the land is being allotted on a nomination basis to institutions mentioned in Para 11.2 (h) the lease period should be fixed as 60 years and the lease rental should be either upfront premium or premium payable in maximum 10 yearly instalments and interest at the rate of G-Sec prevalent at the time of grant of lease should also be levied during the period of instalment. All such proposals will have to be recommended by the Port Trust Board and approved by the Ministry of Shipping following the Empowered Committee route.

11.3. Renewal of Existing/Earlier Leases:

- a) In cases of renewal of existing/earlier leases with or without renewal option, the Port should verify if the land is required for its own use. If it is so required, the Port shall take possession of the land on expiry of lease.
- b) If the land is not required by the Port for its own use, the Port should then check whether the land use is consistent with the land use plan and whether the lessees are not in default. Thereafter, if it is so, the following procedure will be adopted for renewal of lease of land outside the custom bond area.
- c) During the process of renewal of existing/earlier leases, the Port is required to differentiate between those lease-agreements that provide for renewal and those that do not provide for such renewal at the end of the lease-period. In cases of renewal of existing leases, without renewal option at the end of the lease-term, the land will be put to tender-cum-auction with the first right of refusal to be extended to the existing lessee. The existing lessee should be allowed to match the H-1 bid. If any structure has been constructed by the earlier lessee on the leased land, it would be valued by a third party valuer to be agreed upon by the Port Trust and the earlier lessee and the successful bidder has to remit the value of the structures which would be passed on to the previous lessee. The bidding and auction would be only on the reserve price of the land. With a view to dissuade non-serious bids, EMD for a valid bid should be fixed at 10% of the latest SoR of the land being put on tender. If the only bidder is the existing lessee, the annual lease rental would be determined on the basis of the latest SoR notified as per Para 13(c) or the price quoted by the existing lessee in the tender-cum-auction, whichever is higher. The provision of first right will also apply to expired lease (possession has been taken by the Port) also in addition to existing leases.

Issue 11.3 (c) (i):

There are cases where land was allotted on lease for setting up of industrial, service sector and commercial units. The units are still functioning as going concern and lease did not provide for renewal. It has been decided to grant fresh lease as per

Clarification 7. How is the period between the expiry of earlier lease and grant of fresh lease is to be treated? Also, if the lease has expired before 02.01.2014 i.e. prior to coming into effect of PGLM 2014, how is the period between the expiry of the earlier lease and grant of fresh lease is to be treated?

Clarification 11.3 (c) (i):

When the lease has expired and has no renewal clause, then the existing lessee to be eligible for taking part in the bid with ROFR should clear all dues including the value of the lease rental determined as per the SOR rates prevailing from time to time since the period of expiry of the lease and date of tender-cum-auction. When the delay in calling for tender is attributable to the Port authorities no penalty/interest should be charged from the lessee i.e. it should be based on single rate at the prevailing SOR from time to time. The reserve price for the tender would anyhow be the latest SOR as per Para 13. In the tender cum auction process the lease period should be reckoned prospectively. If the existing lessee becomes the successful bidder in the tender – cum - auction, then the intervening period should be regularised by the Board. In all such cases, even if the lease had expired before 2014, i.e. prior to coming into effect of PGLM 2014, the guidelines prescribed for renewal of existing/earlier leases as per Para 11.3 would apply.

Issue 11.3 (c) (ii):

There are cases, where land was allotted on lease for setting up of industrial, service sector or commercial units. The units are still functioning as going concern and lease deed did not provide for renewal. What is the methodology to be adopted for grant of fresh lease, and what are the rates which shall apply? Should procedure for valuation of a structure be on a 'replacement' basis which is defined in Indian Accounting Standards (Ind AS 113)?

Clarification 11.3 (c) (ii):

The methodology and the rates which shall apply for such cases is provided in detail in para 11.3 (c). As a measure of amplification the following points may also be incorporated:

- a) Value of the structures shall be made by a Valuer who is mutually acceptable to both Port Trusts and the existing lessee. The valuer has to be selected by the parties amongst the panel of 3 valuers to be proposed by Port authority within a fixed time period. Here the mutual acceptance is of the Valuer and the value of the structure.
- b) While the guidelines provide for EMD for a valid bid to be fixed at 10% of the latest SOR of the land being put on tender, there is no provision for EMD for the value of

structures. An EMD for 10% of the value of the structures in the form of bank guarantee may also be taken from all bidders except the original lessee.

- c) The valuation of the structure should be done on a 'replacement' basis following principles as defined in Indian Accounting Standard (Ind AS 113).

Issue 11.3 (c)(iii):

There are cases where successful bidder has been finalized following the E-Tender cum E-Auction. However, any judicial orders/laws which come into effect after the bid due date and which prevent the successful bidder from optimal utilisation or development and any other factor which is not attributable to the bidder. How to deal with such cases with regard to rentals recoverable?

Clarification 11.3 (c)(iii):

- i). If the licensee/Port authority could not get the statutory clearances in the prescribed time and due to this the lessee is not able to proceed optimally or as per the agreement in the project, then to the extent of such delays no due should be recovered by the Port unless there is an express provision in the agreement after approval of the same by the Port Trust Board.
- ii). If the successful bidder is prevented from optimal utilisation and development of the project as per the agreement, due to changes which are akin to change in law or akin to force majeure event then the Port at its sole discretion can consider waiver of dues during such period after approval of the same by the Port Trust Board.
- d) In respect of lease agreements with renewal option, the lease can be renewed by the Port Trust Board by treating it as a fresh lease at the latest SoR notified as per para 13(c).
- e) No renewal clause is to be provided in the lease-agreements entered into after coming into effect of these guidelines.
- f) Any renewal of lease to the original party over and above the existing period is to be approved by the Board, provided that the cumulative lease period does not exceed 30 years.

Issue 11.3 (f)(i):

There are cases where the original lease has expired or will expire and the lease provides for renewal clause. Whether the earlier period of lease would be counted/ taken

into account for determining whether the renewal/grant of new lease is within the powers of Board of Trustees or is to be referred to Ministry of Shipping?

Clarification 11.3 (f) (i):

In such cases the renewal can be treated as fresh lease. As such whether the case will fall within the powers of the Board of Trustees or is to be referred to Ministry of Shipping would be determined by the period of renewal without taking into account the period of the earlier/past lease.

Issue 11.3 (f) (ii):

There are cases where the original lease has expired or will expire and the lease does not provide for renewal clause. The land is put up for fresh grant of lease as per procedure laid in PGLM 2015. Whether the earlier period of lease would be counted/ taken into account for determining whether the renewal/grant of new lease is within the powers of Board of Trustees or is to be referred to Ministry of Shipping?

Clarification 11.3 (f) (ii):

In all such cases every grant of lease without renewal option after the expiry of the original lease period must be treated as a fresh lease provided it has been put up for fresh tender-cum-auction for grant of fresh lease. Thus, whether this will fall within the powers of the Board or Ministry of Shipping would depend upon the period of fresh lease without considering the period of past lease.

Issue 11.3 (f) (iii):

There are cases where port lands have been encroached by slum dwellers. Can rehabilitation/relocation/redevelopment of such slums can be undertaken?

Clarification 11.3 (f) (iii):

For the purpose of freeing up encroachments leading to optimum utilization of land, the ports may consider the applicability of any Central Government approved Policy/ Scheme for slum rehabilitation/ redevelopment/relocation. For this purpose, Port may formulate proposal keeping the said Central Government Policy/ Scheme into consideration and submit it to MoS for obtaining the approval of the concerned Central Government Ministry. For example, if the proposal falls under Prime Minister Aavas Yojna (PMAY), the concerned port will submit the proposal formulated based on the guidelines of PMAY to Ministry of Shipping for obtaining the approval of Ministry of Urban Development.

- g) Any extension beyond 30 years and for a maximum period of 99 years has to be recommended by the Port Trust Board and the same will be examined and scrutinized by the Empowered Committee which would satisfy itself regarding the justification for such extension and competitiveness of the rate at which such extension is to be granted. Thereafter, approval will be granted by the Government.
- h) After the expiry/termination of lease and despite receiving the notice thereof, or forfeiture of lease on account of change of user, assignment etc., if the lessee continues to occupy it unauthorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation at three (3) times the annual lease rent based on the latest SoR, till vacant possession is obtained by the Port. In cases of land allotted on upfront basis, the equivalent annual lease rent would be calculated on pro-rata basis.
- i) For existing leases, at the time of expiry/termination of lease, the lessee shall remove all structures at his own cost under the following conditions:
 - a) Within three (3) months of expiry/termination, if Port decides not to re-auction that land; or,
 - b) Three months after tender-cum-auction, if the existing lessee was not successful.

Beyond this period, the lessee shall be liable to pay compensation for wrongful use and occupation at three (3) times the annual lease rent, till vacant possession is obtained. In cases of land allotted on upfront basis, the equivalent annual lease rent would be calculated on pro-rata basis. If the Port so decides, for reasons to be recorded and approved by the Port Trust Board, it may also take over the structures after third party valuation of the assets with the concurrence of the lease holder. In case removal of structures is to be carried out by the Port, it would be at the cost of the lessee.

- j) The process of renewal of existing leases should be initiated by the respective Ports well in advance, before the term of lease expires. The automatic renewal of existing leases should be preferably done within three months of receipt of such application for renewal. Liability to pay compensation for wrongful use by the lessee will not arise, if the delay in renewing such leases is wholly attributable to the Port.
- k) In respect of old leases, where the terms of lease stipulate automatic renewal at pre-determined rates, such cases are to be reviewed by the Board on a case to case basis from the point of view of the reasonability of such terms of renewal, including the rates. In such cases, the endeavour should be to migrate to lease rentals based on latest market value.

12. General- Applicable to existing and new leases:

(A) The lessee may be allowed to transfer the lease as per extant laws after obtaining prior approval of the Board of Trustees provided the transferee takes over all the liabilities of the original lessee/ allottee. Such transfer shall be for the remaining duration of the lease and in accordance with the Land Use Plan of the Port. Before allowing such transfer, the Port shall recover: -

(i) In case of leases granted on upfront basis

In case of those lands which were originally given on lease on upfront- rental basis, the transfer as per extant laws may be allowed subject to the transferee agreeing to pay the following: -

- a) An undertaking for payment of the upfront rental as calculated on pro-rata basis for the balance period; and
- b) A fee equal to 50% of the pro-rata upfront rental payable upto the time of transfer.

(ii) In case of leases granted on annual lease rent basis

In case of leases granted on annual lease rent basis transfer may be allowed subject to: -

- a) An undertaking for payment of the annual lease rental for the balance period, and
- b) A fee equivalent to 50% of the total lease rent payable by the original lessee upto the time of transfer.

(B) Subletting: The existing lease holder may be allowed to sublet/partially sublet the leased premises to another party for the same purpose for which it was originally allotted. Also, such subletting shall be in accordance with the Land Use Plan and before allowing this, the Port shall recover 50 % of the rent charged by the lessee from the sub-lessee for the entire period of sub-lease irrespective of the fact whether land was originally allotted on upfront basis or annual rental basis. It is clarified that the original lessee would continue to remain responsible for payment of lease rent and for adherence to the terms and conditions of lease. However, in respect of leases which shall be entered into after the coming into effect of these guidelines, in cases where, the lessee is not able to utilize the entire land leased to him, the portion of the lease premises not required by him should be surrendered and no subletting shall be permitted. Port Trust shall refund proportionate lease rental when allotted on upfront premium basis. It is further clarified that leased premises also includes structures built on lease land for the purpose of recovering of subletting fee. Exemption from collecting subletting fee may be given in case of FTZ/SEZ wherein the business model is based on subletting only.

Issue 12 (B) (i):

Whether in cases where a lease has been granted post coming into effect of PGLM 2014, subletting / leasing of such lease can be permitted/allowed?

Clarification 12 (B) (i):

No subletting/sub-leasing is allowed for leases given after 2014 as per PGLM 2015. However, subletting/sub-leasing shall be permitted in case the land has been allotted to entities such as FTZ/SEZ, Multimodal Logistic parks, Mega food parks, Free trade warehousing zones, etc., where the business model is based on subletting. In such cases no subletting fee shall be levied. The issue of whether the business model is based on the subletting or no may be decided by the respective Boards of ports.

(C) All proposals for transfer / subletting should be evaluated by the Land Allotment Committee and thereafter approved by the Board of Trustees.

(D) NOC can be granted for mortgage of leasehold land, along with the permissible structures erected by the lessee thereon in favour of reputed financial institutions/scheduled banks, subject to the Port retaining the first charge on them. The Board of Trustees may permit the mortgage on collection of a nominal fee commensurate with the size and lease value of the land to be fixed by the Trust Board. All proposals for grant of NOC for mortgage may be duly recommended by the Land Allotment Committee and approved by the Chairman of the Port.

(E) Each lease agreement should specifically provide for termination of lease, if the leased land is not utilized for the purpose for which it is allotted, within two years of the allotment, or such shorter period as may be fixed at the time of approval of the lease. However, this period of two years can be extended by the Board maximum upto one more year from the date of physical possession of land in respect of security/ government agencies only. Similarly, each lease agreement should specifically provide for surrender of lease, subject to prior notice by the lessee at least 6 (six) months in advance and refund of proportionate upfront premium if the land was leased on upfront basis. Even in existing leases, in cases of premature surrender of lease, proportionate upfront premium to be refunded by the Port if the land was leased on upfront basis.

Issue 12 (E) (i):

Whether extension of the construction period beyond the period stipulated in the para 12E of the PGLM, 2015 can be granted.

Clarification 12 (E) (i):

- a) When the statutory clearances are required to be obtained by the port, the construction period by the lessee can be counted only from the time such clearances are obtained unless there is an express provision to the contrary in the agreement.
- b) The stage wise construction could be prescribed and construction period can be counted for utilization of land stage wise.
- c) Port may decide the additional lease premiums to be collected from the lessees for the delays in construction beyond the period of construction as stated in the agreement.

(F) After the expiry/termination of lease or forfeiture of lease on account of change of user assignment, etc., if the lessee continues to occupy it unauthorized, the lessee shall be liable to pay compensation for wrongful use and occupation at three times the annual lease rent, irrespective of the fact whether land was originally allotted on up front basis or annual rent basis, till vacant possession is obtained. In cases of upfront bidding, the annual lease rent would be determined on pro-rata basis.

Issue 12 (F) (i):

Whether compensation @ 3xSoR should be charged when a party is declared an unauthorised occupant.

Clarification 12 (F) (i):

If the delay in issuing of fresh tender, after the issue of clarification on PGLM 2015 on 14.05.2018, is on the part of the Port then the lessee cannot be considered an unauthorised occupant and may not be charged compensation @ 3xSoR. All such cases should be duly processed by the Ports within two years from date of issue of clarification on PGLM 2015 which is 14.05.2018.

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

(H) The Port would have the option to prescribe Minimum Guaranteed Traffic/ Minimum Guaranteed Revenue as conditions for fresh leases, if deemed fit.

(I) Licence fee for water area would be 50% of licence fee of abutting land.

Issue 12 (I) (i):

How will Floating Storage Re-gasification Unit (FSRU) for Liquefied Natural Gas (LNG) be set up at various Major Ports and operated?

Clarification 12 (I) (i):

Detailed Guidelines for Establishing a Floating Storage Re-gasification Unit (FSRU) at Major Ports is at Annexure-I

(J) The Port Trust Board shall have the right to resume possession of the leased land in public interest before expiry of lease period. In such cases, subject to availability of land, the lessee may at the discretion of the Port Trust Board be given an option to relocate activities in another suitable location to be offered by the Port, as per the land use plan or refund of proportionate upfront premium if the land was leased on upfront basis.

(K) The Port Trust Board shall fix objective eligibility criteria for qualification of bidders, such as net-worth, tax certifications and non-pendency of mutually admitted Port dues.

(L) In respect of land situated adjoining to Defence Installations as defined in Works of Defence Act, 1903, prior concurrence of the Local Defence Authority will be required.

(M) Transfer of lease should not be permitted where land has initially been allotted on nomination basis or at concessional rates of lease rent.

(N) In respect of a case where the transferor extracts premium on the transfer of the lease, 50% of such premium is to be paid to the Port Trust.

13. Market Value of land and SoR:

(a) Land Allotment Committee may normally take into account the highest of the factors mentioned herein below to determine the latest market value of Port land. In case the land allotment committee is not choosing the highest factor, the reasons for the same have to be recorded in writing.

- i). State Government's ready reckoner of land values in the area, if available for similar classification/ activities.
- ii). Highest rate of actual relevant transactions registered in last three years in the Port's vicinity (the vicinity of the Port is to be decided by the respective Port Trust Boards), with an appropriate annual escalation rate to be approved by the Port Trust Board.

- iii). Highest accepted tender-cum-auction rate of Port land for similar transactions, updated on the basis of the annual escalation rate approved by the Port Trust Board.
 - iv). Rate arrived at by an approved valuer appointed for the purpose by the Port.
 - v). Any other relevant factor as may be identified by the Port.
- (b) The Land Allotment Committee shall, while recommending the latest Market Value for any land would normally take into account the highest of the factors mentioned in Para 13 (a) above. Reserve Price in terms of the annual lease rent would be latest SoR determined in accordance with Para 13(a) and 13 (c) and would in no case be less than 6% of the latest market value recommended by the Port Trust.
- (c) The Port Trust would make a proposal as outlined in para 13(a) to TAMP for fixing the latest SoR of the land. The TAMP would notify the latest SoR of the land after following due process of consultation with stake holders within 45 days of receipt of the proposal. The Port Trust Board will fix a rate of annual escalation which would not be less than 2%. SoR would be refixed once in every 5 years by TAMP.

Issue 13 (c)(i):

It has been brought to the notice of the Ministry that the present classification of the port lands and the fixation of SoR thereof is not uniform within and across the major ports leading to complications and disputes. This impacts the realization of revenue for the ports. How does the Port Land need to be classified/ categorized?

Clarification 13(c)(i):

For the lease, classification/ categorization of Port Land needs to be done as per National Industrial Classification (NIC), 2008.

(d) Reserve Price for Auction:

The reserve be the latest SoR with due escalation for all leases within and outside the Custom Bonded Area.

14. Right of Way permission:

The Right of Way permission for laying pipelines/conveyors etc., from jetties to the tank farms within & outside port area shall be given with approval of the Board. It shall neither be a lease nor a license. As far as possible, the pipeline should be permitted only underground. There shall not be any allotment of land to a party for giving Right of Way permission. As far as possible, these shall be laid on common user basis and if the same pipeline is required by any other party, it shall be spared, on such terms as agreed

between the parties and the Port Trust Board. The parties shall have to abide by the conditions specified by the Port. An indicative list of guidelines/conditions for Right of way permission is at Annexure to this document. The Policy for giving the Right of way permission and the terms and conditions shall be formulated by the respective Port Trust Boards.

Issue 14 (i):

Whether Right of way permission may be given for providing public utility services like water supply lines, drainage/sewage lines, rain water management channels, electric supply lines, telephone lines, telegraph lines, railway lines, roads (including last mile connectivity for the services), etc., by private, local bodies, public sector, government entities and what are the rates which shall apply? Is it necessary that the Right of Way permission is only from the Jetties?

Clarification 14 (i):

The Right of Way permission for laying pipelines/conveyers, etc., from jetties to tank farms within and outside port area is provided in Para 14. This is only an indicative list. The Right of Way permission shall be extended for other similar purposes such as telegraph cables, OFC lines, telephone towers, electric cables, telegraph lines, etc. Such ROW permission can also be given for roads, railways where no licence/ lease of land is involved infrastructure is built and maintained by the funds of the permission holder and these facilities can also be used by the port, if needed, without levy of any charge. The charges to be levied for this Right of Way permission would be as per the Annexure 2 of PGLM 2015 detailing "Terms and conditions for issue of Right of Way permission for laying pipelines/conveyers, etc." However, where there is a specific Central Act/Statute which govern such Right of Way permission, the provisions under the said Central Act/Statute shall override these guidelines. A case in point is the specific permission for Right of Way under the Indian Telegraph Act, 1885 and the Indian Telegraph Right of Way Rules, 2016.

No, it is not necessary that RoW permission is limited only from the Jetties and can be anywhere within the Port land as per the requirement.

Issue 14 (ii):

Whether way leave permission can be given for pipelines for tank farms located outside the Port Area? If so, what will be the methodology?

Clarification 14 (ii):

The main function of the Port is to receive Cargo and thereafter to evacuate it. Storage of cargo can only be a very limited function of the Port. The evacuation of this cargo is by many means, like – Road, Rail, Coastal Shipping, Pipelines, Conveyers etc. Thus the cargo anyhow moves outside the Port. Movement of liquid by pipelines outside the Port can thus be taken as a normal activity of the Port and in no way should be restricted, otherwise there is danger of this cargo moving to some other nearby competing Port. Para 14 of PGLM, 2015 categorically provides for Right of way permission for laying pipelines/conveyers etc. from jetties to the tank farms within and outside Port area with broad terms & conditions. It also stipulates that each Port Trust Board may formulate and approve its own policy of granting way-leave permission. While formulating its own policy, Port Trust Board shall take all relevant factors into consideration such as extent of land available with Port, its tariff, land parcel available outside Port area, potential of additional Cargo throughput, chances of diversion of cargo, cost benefit analysis, etc. In addition, the following should be factored by Port Trust Board:

- i). Extent of land available with the Port.
- ii). While fixing the way leave charges, existing market conditions needs to be taken into account, so as to have a competitive environment for doing business. It may also be noted that by allowing way leave permission outside port area will help in avoiding the monopoly situations by existing tank farms owners inside port area.
- iii). Ports will be entitled to revise its charges, as per the extant Guidelines and to facilitate competitiveness with tank farm owners inside and outside Port Area to whom way leave permission is given.
- iv). Stimulates the growth of the Port, keeping in view the growth of trade in future.

15. Transparency and Accountability Provisions:

- i). All proposals for transfer of leases, change of purpose/use, mortgage of land, Right of Way permission etc shall be recommended by the Land Allotment Committee and approved by the Port Trust Board.
- ii). The allotments through tender-cum-auction shall only be done through e-tendering.
- iii). All financial transactions related to land shall be made with authorized banks on e-payment basis.

iv). Details of latest market value assessed by Ports should be displayed on their websites. All matters relating to land bank belonging to a Port, including location and availability should be placed on their website.

v). Any proposal for fresh lease/ licence or renewal of existing lease/licence should be placed in the public domain and reasonable time provided for inviting comments / suggestions of the public.

vi). Any proposal for revision of the land use plan shall be published in the website of the Port Trust inviting objections and suggestions and shall be finalised by the Board after considering the objections and suggestions received.

vii). In case of any ambiguity or doubt arising in regard to any provision, the Ministry of Shipping would have the powers to interpret and clarify the same within the overall framework and spirit of these guidelines.

viii). In case of any difficulty arising in implementing these guidelines, the Ministry of Shipping would have the powers to relax the provisions in these Guidelines, in public interest, within the overall framework and spirit of the guidelines.

**Broad Terms and Conditions for issuance of Right of way Permission for laying
Pipelines/conveyors etc.**

1. The parties shall be allowed to lay pipelines/conveyors etc., on right of way basis and on purely temporary basis.
2. 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 licence.
3. Facility compensation or right of way charges shall be paid by all parties. For the purpose of Right of way leave charges, the area occupied by pipelines shall be calculated based on the diameter and length of those pipelines. In case of multi-layer stacks, the physical area occupied by the multilayer pipeline/conveyor stacks shall be considered and the respective users shall be billed accordingly. As far as underground pipelines are concerned, if the users establish that the possession of surface area above the underground cross-country pipelines is not physically with them, the area occupied by such pipelines shall be considered as 50% of the diameter and length, for the purpose of levy of Right of Way charges.
4. As far as possible, the pipelines may be laid on 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.
5. One time Supervision charges as a percentage of the cost of laying of pipelines/conveyors etc. in the port limits shall be paid by all the parties to the Port Trust. The charges would be applicable even if the supervision is done by a third party.
6. Each Port Trust Board would formulate and approve their own policy for one time supervision charges, MGT and additional compensation charges if any for granting way leave permission.
7. The Port Trust shall ensure that the wharfage and all other charges due to be paid by the party, shall be paid to the Port Trust for the cargo handled through the pipelines.
8. All statutory permissions including that of explosives and fire-safety etc., shall be obtained by the parties concerned from the respective authorities.
9. Port Trust shall reserve the right to direct the parties to remove the pipelines modify or re-route the pipelines in the exigencies or interest of the Port and the Party shall carry out the same at their own cost.
10. The party shall indemnify the Port Trust against all kinds of damages, loss to Port property, personnel etc., caused due to laying, maintenance and operation of pipelines.

11. The party shall follow all the relevant rules of the Port Trust and other statutory authorities such as the Chief Controller of Explosives, Nagpur and also provisions of other relevant statues etc.
12. The party shall take adequate safety measures and arrange for patrolling of their pipelines round the clock at their own cost.
13. The Port Trust shall not be held responsible for any loss, damages, pilferage etc., of the products from pipelines.
14. Other usual operating conditions as laid down by the Port Trust would apply.

File NO. PD13/18/2018-PPPCell
Government of India
Ministry of Shipping
(Ports Wing)

1, Parliament Street
Transport Bhawan
Dated: 7th March, 2019

CLARIFICATION CIRCULAR (LAND MANAGEMENT) No.1 OF 2019

Subject: Guidelines for Establishing a Floating Storage Re-gasification Unit (FSRU) at Major Ports.

The demand for Liquefied Natural Gas (LNG) in the country has been increasing and it is the stated policy of the Government of India to double the share of LNG in the energy mix of the economy in the near future. LNG imports are substantial since domestic supply of LNG is not being able to meet the demand, for which supporting infrastructure requires to be developed. Floating Storage Regasification Units (FSRU) within port limits offer a low cost, fast track and flexible option even compared with traditional onshore terminals.

2. Some entities have shown interest to set up FSRU units in port limits. However, presently there are no specific guidelines on how FSRU units will be permitted to be set up and operate and therefore Indian Ports Association (IPA) was tasked to examine the issue and give its report. IPA submitted its report in September 2018.

3. After examining the report it has now been decided to bring uniformity in setting up and operation of Floating Storage Regasification Units (FSRU) for LNG cargo in different Ports, and that fundamentally it entails giving license of water area and is covered under Para 12.1 of Policy Guidelines For Land Management 2014(PGLM). The PGLM will be applicable for all matters concerning the license for FRSU.

4. Accordingly, the following Guidelines for Establishing Floating Storage Regasification Units (FSRU) at Major Ports may be followed:

4.1 Licence of Water area

(i) FSRUs can be set up by any entity within the Port limits. The entire investment of the gasification units as well as storage units including the pipelines shall be made by the entity setting up the FSRU unit.

(ii) In case of project initiated by the Port, they will prepare Pre-Feasibility Report to ascertain project capacity, cost of project, land/waterfront requirement etc. Also, any

entity desirous of setting up FSRU shall submit Pre-Feasibility Report. Such Pre-feasibility Report shall be examined by port, either in house or by engaging consultant, to ascertain project capacity, cost of project, land/waterfront requirement etc. and its financials. If found feasible in either case, then the Port shall proceed further for setting up the Project.

(iii) Port shall, thereafter, carry out transparent competitive bidding process as per Para 11.2(d) and 13 of PGLM. The project model will be Land License Model and the project entity shall be owner of the project assets and entitled to take away the same wherever feasible free of cost on expiry of lease period.

(iv) Water Area, Land area and any other facility/ permission such as ROW for pipelines shall be provided by the Port at applicable charges. License fee for Water Area at rate equal to 50% of License fee of abutting land (with escalation) is to be paid by the operator to Port for the water area occupied FSRU unit and shall be the reserve price for the bids to be invited.

(v) FSRU projects are to be taken up on license basis up to 30 years under the provisions of PGLM and the Board of Trustees shall be the competent authority for approval of the project as per MPT Act. For license above 30 years approval of the Ministry of Shipping through the Empowered Committee will be required as per Para 11.2(c) of PGLM.

4.2 Guidelines for bidding process

(i) Port may adopt "Single Stage e-Tendering" system of bidding. The rationale is that number of bidders will be limited and better financial quote will be made by bidder as competitors will not be known while bidding under this system.

(ii) The Bid documents will also include Draft License Agreement.

(iii) As stated, bidder shall pay water area charges to the port. The water area charges as per land policy shall be the minimum payable by the operator and shall be "Reserve Price" of the bid. Bidders will be invited to quote premium (%) over Reserve Price and bidder quoting highest premium shall be selected for award of the project. The total license rental for the license period (Total License Rental) will be payable on upfront basis.

(iv) The bidder will be required to furnish Solvency Certificate not older than 3 months issued by any Nationalized/ Scheduled Bank for an amount equal to Total License Rental payable by the bidder.

(v) Bidder will be required to provide Bid Security equal to Rs. 2 crore.

(vi) Since FSRU project typically costs around Rs.500 crore(excluding vessel cost), bidder shall provide Performance Security in the form of Bank Guarantee of 10% of the Project cost subject to a maximum of Rs.50 crore to ensure timely commissioning of the project which shall be forfeited if project is not completed in 2 years or any extended period, not exceeding 6 months, as approved by the Port. The port may also prescribe stage wise completion of the project and fix penalty for non-adherence to the schedule. Performance Security shall be refunded after successful commissioning of the project.

(vii) Bidder shall also provide a Bank Guarantee equal to 10% of Total Upfront premium throughout the license period towards meeting security and other operational requirements, prescribed in the Bid Document.

(viii) No MGT will be prescribed until 5 years after COD. MGT equal to 30% of Project capacity will be prescribed thereafter. On default for a continuous period of 3 years, license agreement may be liable to termination. However, licensee may be given an option to continue by paying wharfage for the shortfall in achievement of MGT.

4.3 General conditions for the Project

(i) The project entity shall obtain all applicable permits, licenses/ clearances etc. required for construction and operation of the project from time to time giving priority to safety. However, port shall provide assistance to the entity for the purpose of obtaining statutory clearances including tie-in connectivity for evacuating regasified LNG into the National Natural Gas Grid. The final responsibility of obtaining the permission shall lie with the entity.

(ii) The scope of project operation shall be discharge of LNG, its regasification, storage for the required period and supply/transportation through pipeline / smaller vessels/ Bunkering Vessels/ trucks to the importer. The operator shall be permitted to handle own LNG as well i.e. it can buy LNG, handle the same at the project and sell at market determined price.

(iii) Normal port charges like Port Dues, pilotage, wharfage and berth hire, where applicable, as being done in case of SPMs/SBM's will be paid to the Port as per prevalent SOR. If LNG is transported through barges, vessel related charges pertaining to barges shall be payable to Port.

(iv) In view of hazardous nature of the cargo, the entity would obtain adequate third party/ Public Liability Insurance as per law/ good industry practice.

(v) The projects shall comply with "The Petroleum and Natural Gas Regulatory Board (Technical Standards and Specifications including Safety Standards for Liquefied Natural Gas Facilities) Regulations, 2018", Performance Standards and any additional safety

standards, wherever required, will be prescribed with penalty provisions for shortfall in achievement.

(vi) Regulations are to be notified for minimum distance to be maintained from LNG operating ship to turning circle channel and basin and the safety aspects with regard to the existing jetty/berth to be considered for LNG operation.

(vii) On expiry of lease period, the Licensee shall remove at its own cost all Project Assets within 90 (ninety) days from expiry of the Lease Period from the Project Site/Port's Assets except for those which Port may be interested in taking over at a mutually agreed price and hand over peaceful possession of the Project Site and Port's Assets free of Encumbrance at its own cost in the same condition as was at the time of handing over to them by the Port.

(viii) Projects taken up as per this policy will not require separate Central Government Approval as per Section 42(3) of MPT Act 1963.

5. This issues with the approval of Hon'ble Minister of Shipping.

(Whel)
07/3/2019
(Kanchan Bala Hamza)

Under Secretary to the Govt. of India

Tele: 23722252

Email: kb.hamza@nic.in

To,

- i. Chairmen/CMD, All Major Port Trust
- ii. MD, IPA

Copy to:

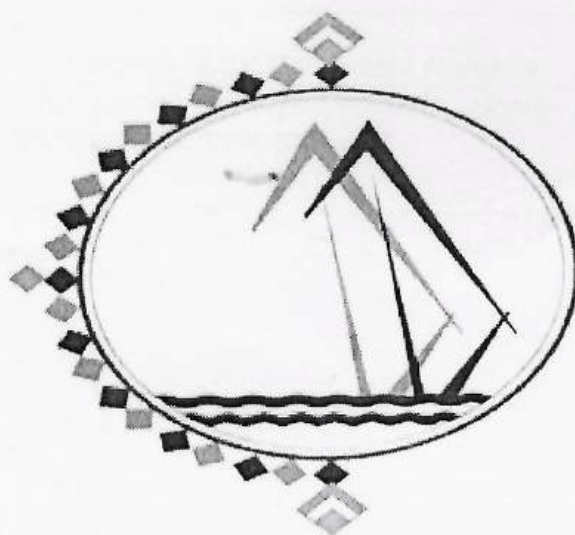
- i. The Director, Tariff Authority for Major Port, Mazgaon, Mumbai.
- ii. The Chairman, IWAI, Noida, U.P.

Copy also to:

- i. Hon'ble Minister (S,RT&H)/Hon'ble MOS(S,Finance)/Hon'ble MOS(S,RT&H, C&F)
- ii. PS to Secretary(S)
- iii. PS to Addl. Secretary
- iv. PPS/PS/PA to JS(P)/JS(S)/JS(SM)/Sr. Advisor (E)
- v. Dir (AC)/ Dir (AKS)/Dir(SS)/ CO(PB)
- vi. NIC-for uploading on the website of Ministry of Shipping.

GUIDELINES ON BANNING OF BUSINESS DEALINGS

(Effective from 01/01/2023)



-- DEENDAYAL PORT AUTHORITY --
दीनदयाल पत्तन प्राधिकरण



DEENDAYL PORT AUTHORITY

**(Formerly known as Kandla Port Trust)
GANDHIDHAM - KUTCH - GUJARAT - 370 201.**

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1. Introduction

- 1.1 "Board" of Deendayal Port Authority (DPA) constituted by the Central Government in accordance with sub-section (1) of section 3 of the Major Port Authorities Act, 2021, has to ensure preservation of rights enshrined under the above Act. DPA has also to safeguard its commercial interests. DPA is committed to deal with Agencies, who have a very high degree of integrity, commitment and sincerity towards the work undertaken. It is not in the interest of DPA to deal with Agencies who commit deception, fraud or other misconduct while participating in tenders/in the execution of contracts awarded/orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on DPA to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity for hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.
- 1.3 The objective of these guidelines is to have a common procedure for Banning of Business Dealings with Agencies across the Company.

2. Scope

- 2.1 These guidelines are applicable to the sale and procurement of goods & services including contracts / projects across all the Departments and Divisions of DPA.
- 2.2 The General Conditions of Contract (GCC) of DPA provide that DPA reserves the rights to keep on hold participation in tenders or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.3 Similarly, in the case of sale of material, there is a clause in Sale Order to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. This should also include all activities including unauthorized selling of the material. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

- 2.4 However, absence of such a clause as mentioned at para 2.2 & 2.3 above does not in any way restrict the right of the Board (DPA) to take action / decision under these guidelines in appropriate cases.
- 2.5 The procedure for (i) Board wide Hold on participation of the Agency in Tenders (ii) Suspension and (iii) Banning of Business Dealings with Agencies, has been laid down in these guidelines.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, partnership firm, Limited Liability Partnership, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' in the context of these guidelines is termed as 'Agency.'
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
- a) If one is a subsidiary of the other;
 - b) If the Functional Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
 - e) If the agencies have same authorized signatory (ies)
 - f) If they have the same address/same Permanent Account Number / same Bank Account Number / common email ID.

Note: This list is only illustrative in nature.

- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

Area of Banning/ Suspension	Competent Authority	1st Appellate Authority	2nd Appellate Authority
Board-wide banning	HoD of the Board	Chairman, DPA	--
Banning / Suspension of business dealings with Foreign supplier of imported coal & coke	HoD's Committee	Chairman, DPA	DPA Board**
Board wide Suspension of business dealings with Agency	Officer nominated by Chairman of Board. For Department headed by HoDs, the respective HoDs will nominate the officer for this purpose.*	Chairman of the Board. For Departments headed by HoDs, the respective HoDs will be the Appellate Authority.	--
Board wide Hold on participation of the Agency in Tenders #	Officer nominated by Chairman of Board. For Departments headed by HoDs, the respective HoDs will nominate the officer for this purpose.*	Chairman of the Board. For Departments headed by HoDs, the respective HoDs will be the Appellate Authority.	--

* For Board – The nominated officer shall be a Direct Reporting Officer (DRO) not below the rank of Head of the Department for "Competent Authority" for the purpose of suspension of business dealings with the Agency as well as for Board wide Hold on participation of the Agency in tenders under these guidelines. For Corporate Office, in case of procurement of items / award of contracts to meet the requirement of Corporate Office only, Head of Department shall be the Competent Authority and HoD concerned shall be the Appellate Authority. The Management of Subsidiary shall define / appoint the "Competent Authority", Appellate Authority & Standing Banning Committee in their respective cases.

This provision for Hold on participation of the Agency in tenders shall be applicable only in such case where Standing Banning Committee recommends for keeping on Hold the participation in tenders and which shall be limited to particular Department / Division.

** This would be applicable only in cases of banning of business dealings with Foreign Suppliers of imported coal and coke.

iv) 'Investigating Department' shall mean any Department or Division investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

4. Initiation of Banning/Suspension

Action for banning/suspension of business dealings with any Agency should be initiated by the Concerned Department such as Indenting / Contracting / Executing Departments, etc. having business dealings with Agency or by the department which floated the tender (in case where the tenderer has committed deception, fraud or other misconduct) subsequent to noticing the irregularities or misconduct on their part.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency (except Foreign Suppliers of imported coal and coke) dealing with DPA is under investigation by any department of any Department, the Concerned Department may consider whether the allegations under investigations are of serious nature and whether pending investigations, it would be advisable to suspend (temporarily discontinue) business dealings with the Agency. Recommendation in the matter shall be submitted to the Competent Authority for this purpose.

5.2 If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, decides that it would not be in the interest of Department of DPA to continue business dealings pending investigation, it may suspend business dealings with the Agency. The Suspension Order to this effect shall be issued by the Head of Concerned Department or by his representative / concerned executive with the approval of the Head of the Concerned Department, indicating a brief of the charges under investigation and the period of suspension. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. Ordinarily, the order of suspension would operate for a period not more than six months and may be communicated to the Agency and also to the Investigating Department.

Further to the suspension, the investigation, recommendation by the Standing Banning Committee (SBC) and final decision by the Competent Authority to be completed within six months from order of suspension.

5.3 The order of suspension of business dealings with the Agency under investigation shall be communicated to all Departmental Heads within the Board. During the period of suspension, no fresh contract will be entered into with the Agency. Suspension would be valid only for the concerned Board.

5.4 As far as possible, the Agency under suspension should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for suspension is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Agency shall not be entertained during the period of suspension.

5.5 For suspension of business dealings with Foreign Suppliers of imported coal & coke, following shall be the procedure :-

- i) Suspension of the foreign suppliers shall apply throughout the Board including Subsidiaries.
- ii) The complaint against any foreign supplier shall be investigated by Board or by any other Investigating Department. If the gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of DPA to continue to deal with such Foreign Supplier, pending investigation, the recommendation on such matter by Investigating Department (including Board) may be sent to Chairman, DPA to place it before a Committee consisting of the following:
 - 1. Head of Finance Department,
 - 2. Head of Department
 - 3. Head of Law / Legal Division

The committee shall expeditiously examine the report; give its comments / recommendations within twenty one days of receipt of the reference by DPA.

- iii) The comments / recommendations of the Committee shall then be placed before DPA Board's Committee. If DPA Board's Committee decides that it is a fit case for suspension, Board's Committee shall pass necessary orders which shall be communicated to the foreign supplier by Head of Department.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority with approval of Head of the Department may extend the period of suspension by another three months, during which period the investigation must be completed.

6. Grounds on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in

relation to its business dealings with the Government or any other public sector enterprises or DPA, during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;

- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc. during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.4 If the Agency continuously refuses to return / refund the dues of DPA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in Arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence, provided such information is known to DPA;
- 6.6 If business dealings with the Agency have been banned by the Central or State Govt. or any other public sector enterprise at the time of submitting his bid or on the date of tender opening or at the time of placement of order, provided such information is known to DPA;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents; **Ω**
- 6.8 If the Agency uses intimidation / threatening / misbehaves with DPA Official or brings undue outside pressure or influence on the Board (DPA) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations / delayed the tendering process;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Board (DPA) or not;
- 6.11 Based on the findings of the investigation report of Investigating Department against the Agency for mala-fide / unlawful acts or improper conduct on its part in matters relating to the Board (DPA) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;

- 6.14 If the Agency misuses the premises or facilities of the Board (DPA), forcefully occupies tampers or damages the Board's properties including land, water resources, forests / trees, etc.
- 6.15 If the Agency resorts to unauthorized sale of materials purchased from the Board.
- 6.16 If the Agency has committed a transgression through violation of any of its commitments under the Integrity Pact entered with DPA.

(**Note:** The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealings for any good and sufficient reason).

Ω No experience certificate shall be issued by Engineer in Charge / Executing Authority against the contract to the Agency found to have submitted forged / fabricated documents / indulged in corrupt / fraudulent practices.

7. Banning of Business Dealings.

- 7.1 A decision to ban business dealings with any Agency by any one of the Departments of DPA will apply throughout the Board including Divisions, i.e., Board-wide banning.
- 7.2 There will be a Standing Banning Committee (SBC) in each Department to be appointed by Competent Authority for processing the cases of "Banning of Business Dealings". However, for procurement of items / award of contracts, to meet the requirement of Board only, the Committee shall be HoD each from Operations, Finance & Law Departments. The proposal of the Concerned Department for initiating action under the Guidelines for Banning of Business Dealings based on their own findings and / or upon receipt of advice of the Investigating Department shall be forwarded through respective Head of Department to the Standing Banning Committee for consideration.
- 7.3 The functions of the Standing Banning Committee shall, inter-alia include:
- i) To examine in detail the allegations / irregularities / misconduct mentioned in the proposal for banning forwarded by the Department, hold preliminary meeting and decide if a prima-facie case for banning under the guidelines exists. If during preliminary meeting, SBC is of opinion that prima facie no case is made out, it shall return the case to the Concerned Department.
 - ii) If it is decided to proceed for banning action, to recommend for issue of show-cause notice (as per para 9) to the Agency by the Concerned Department, as to why action should not be taken against the Agency, including its interconnected agencies, under

the Guidelines for Banning of Business Dealings with them. Agency should be asked to submit its reply within 15 days of the show-cause notice.

- iii) To examine the reply given by the Agency to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Concerned Department for banning of business dealings with the Agency or Board wide Hold on participation of the Agency in tenders or exoneration.

7.4 If banning is recommended by the Standing Banning Committee of any Department / Division, the proposal containing the facts of the case, proper justification of the action proposed, relevant supporting documents along with the recommendation of the SBC and proposed banning period should be sent by the Concerned Department and duly forwarded by the Head of the Department / Division, to the Competent Authority. Based on this proposal, a decision for banning or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for banning, then the case with detailed reasons shall be sent back to the respective Department / Division for necessary action at their end. The Competent Authority may consider and pass an appropriate Speaking Order:

- a) For exonerating the Agency if the charges / allegations are not established;
- b) For banning the business dealings with the Agency or
- c) For putting on Hold the participation of the Agency in tenders in the concerned Department / Division.

7.5 If the Competent Authority decides that it is a fit case for banning of business dealings with the Agency, the Competent Authority shall pass necessary orders which shall be routed back to the Department concerned for issuance of banning orders to the Agency. However, in cases where there is a shortage of suppliers and banning may hurt the overall interest of DPA, endeavour should be to pragmatically analyze the circumstances, try to reform the Supplier and to get a written commitment from them that their performance will improve.

7.6 If the Competent Authority decides to ban business dealings, the period for which the ban would be operative shall be mentioned. If applicable, the order may also mention that the ban would extend to the interconnected agencies of the Agency. The Speaking Order for banning would be conveyed by the Concerned Department to the Agency concerned and copy circulated to all Departments of DPA.

- 7.7 The Banning period may range from 1 year to 3 years depending on the gravity of the case as decided by the Competent Authority. Ordinarily, the period of banning shall be in the range of 1-2 years from the date of issuance of order depending on the severity of the irregularities / lapses committed / termination of contract due to poor performance, etc. However, in case of fraud / forgery / corrupt / fraudulent practice or tampering of documents by the Agency as given in para 6.7 above, the period of banning to be imposed on the Agency would be three years. The period of suspension, if any, shall be accounted for up to a maximum of 6 months in the period of banning provided the banning order is issued within the period of suspension.
- 7.8 As far as possible, the Agency under banning should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for banning is issued, existing offers against ongoing tenders (prior to issuance of contract) / new offers of the Agency shall not be entertained during the period of banning. In addition, if the Agency has been banned under provisions of Para 6.7, then the particular contract in which the irregularity has been proved will be terminated with immediate effect. In exceptional cases, where it would not be prudent to terminate the said contract with immediate effect, the contract may be allowed to continue for such minimum period during which alternate arrangement(s) can be made. The same shall however require the approval of the Chairman / HoD where the exigency to continue the contract has been clearly brought out.
- 7.9 In case the Competent Authority has decided to exonerate the Agency, the Concerned Department will issue the exoneration letter to the Agency concerned as well as communicate to all Departmental Heads within the Department / Division. If the Agency has been suspended in the case under consideration, in the same letter to the Agency it must be clarified that the Suspension has also been revoked.
- 7.10 Procedure for Banning of Business Dealings with Foreign Suppliers.
- i) Banning of the Agencies shall apply throughout the Company including Subsidiaries.
 - ii) The complaint against any Foreign Supplier shall be investigated by Head of Department of DPA or any other Investigating Department. After investigation, depending upon the gravity of the misconduct, Investigating Department may send their report to Head of Department of DPA to place it before a Committee referred at 5.5 (ii) above. The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference by Head of Department, DPA.

- iii) The comments / recommendations of the Committee shall be placed by Head of Department before DPA Board's Committee constituted for the above purpose. If DPA Board's Committee decides that it is a fit case for initiating banning action, it will direct Chairman of DPA to issue show-cause notice to the Agency for replying within a period of 15 days of receipt of the show-cause notice or reasonable time.
- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by DPA Board's Committee to Chairman of DPA for consideration & decision.
- v) The decision of the Chairman of DPA shall be communicated to the Agency by DPA.

8. Department / Division wide Hold on participation of the Agency in Tenders

- 8.1 If the SBC recommends for Board wide Hold on participation of the Agency in Tenders on coming to a conclusion that the charge against the Agency is minor in nature, the Concerned Department shall put up a proposal to the Competent Authority containing facts of the case, proper justification of action proposed, relevant documents alongwith the recommendations of the Committee and proposed period for Hold from participation in tenders. If the Competent Authority decides that it is a fit case for Board wide Hold on participation of the Agency in tenders, the Competent Authority may pass necessary orders which shall be communicated to the Agency by the Concerned Department. The period of Hold may range from 6 months to 1 year.
- 8.2 The effect of Board wide Hold on participation of the Agency in tenders would be that the Agency would not be considered for any type of Tenders for such period as mentioned in the order at any stage before issuance of contract. Other existing contracts with the Agency would continue unless otherwise decided by the Competent Authority. However, no repeat orders would be placed on the party for the period as mentioned in the order.
- 8.3 The modalities for effecting Hold on participation of the Agency in tenders and re-entry after completion of period of Hold shall be worked out by the concerned Department / Division as the Hold is Department / Division specific.

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice shall be issued to the Agency by the Concerned Department. Statement containing the imputation of misconduct should be appended to the show-cause notice and the Agency

should be asked to submit within 15 days a written statement in its defence. It must be clearly mentioned in the Show-Cause Notice that DPA hereby proposes to initiate action against the Agency in terms of the Guidelines on Banning of Business Dealings. Generally, all communication with the Agency shall be through email mentioned by Agency in contract or last known email and postal address.

- 9.2 If the Agency requests for inspection of any relevant document in possession of DPA, necessary facility only for inspection of documents may be provided.

10. Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of Board-wide banning of business dealings / suspension / Board wide Hold on participation of the Agency in tenders. The appeal shall lie to the respective Appellate Authority only. Such an appeal shall be preferred within 30 days of receipt of the order.
- 10.2 Appellate Authority would consider the appeal and pass appropriate Speaking Order which shall be communicated by the Concerned Department to the Agency as well as the Competent Authority whose Order has been appealed.

11. Circulation of the names of Agencies with whom Business Dealings have been banned

- 11.1 The Board shall upload/update the list of banned agencies alongwith the period of banning immediately on issue of the banning order on the Board's website as well as DPA Tenders website for wider circulation. Other Boards would check the list of banned Agencies before proceeding on tenders at their respective Boards. Boards having SAP/SRM system shall disable the banned vendors in SAP/SRM from issuance of further Enquiry/Purchase Order till the expiry of the banning period.
- 11.2 Depending upon the gravity of misconduct established, the Competent Authority may advise Head of Vigilance Department / HoD for circulating the names of Agency with whom business dealings have been banned, to the Government Departments, other Boards, Public Sector Enterprises, etc., for such action as they deem appropriate. The updated list of banned Agencies must be uploaded by Board on DPA Tenders website for wider circulation.
- 11.3 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Investigating Department / Standing

Banning Committee / DPA Board's Committee together with a copy of the order of the Competent Authority / Appellate Authority may be provided.

- 11.4 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, DPA may, on receipt of such information, without any further enquiry or investigation, issue an order banning business dealings with the Agency and its interconnected Agencies. In event of receipt of information, the procedure for banning in DPA will still have to be followed though no investigation will be called for, and the banning period proposed should be co-terminus with the period of banning in the organization which has issued the banning order but limited to the maximum period of banning as per the extant banning guidelines of DPA. On completion of the banning period as per DPA banning order, the Agency will be eligible for participating in any tenders in DPA irrespective of banning status in the other organization.
- 11.5 Based on the above, Departments / Divisions may take necessary action for implementation of the Guidelines for Banning of Business Dealings and same be made a part of the tender documents.

12. Saving

Any amendment to the guidelines shall require the approval of Chairman, DPA.

X-X-X-X

Format of Insurance Surety Bond for Earnest Money Deposit

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of.....KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto the Board of Deendayal Port Authority (hereinafter called "the Employer") for the sum of. (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
 - (a) fails or refuses to sign the Contract Agreement when required, or
 - (b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

SPECIMEN BANK GUARANTEE FORMAT (FOR E.M.D.)

THE BANK SHALL FILL IN THIS BANK GUARANTEE FORM IN ACCORDANCE WITH THE INSTRUCTIONS INDICATED.

(TO BE EXECUTED ON RS.300=00 NON – JUDICIAL STAMP PAPER)

(Bank's name and address of issuing Branch OR Office)

BENEFICIARY:

(Name and Address of Employer / Board)

DATED :

TENDER GUARANTEE NO.:

We have been informed that ***(Name of the Tenderer) (hereinafter called "The Tenderer")*** has submitted to you its Tender dated ***(hereinafter called "the Tender")*** for the execution of ***(Name of Contract)*** under invitation for Tender No. ***(Number)***. Furthermore, we understand that, according to your conditions, Tenders must be supported by an E.M.D.

At the request of the Tenderer, we ***(Name of Bank)*** hereby irrevocably undertake to pay you any sum OR sums not exceeding in total amount of ***Rs.(amount in figures) (Rupees - amount in words)*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer :

- (a). has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender **OR**
- (b). having been notified of the acceptance of its Tender by the Employer / Board during the period of Tender validity, (i) fails OR refuses to execute the Form of Agreement, if required, OR (ii) fails OR refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

The guarantee will expire unless other wise extended OR informed by the Employer / Board.

- (a). If the Tenderer is successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the Performance Guarantee issued by you upon the instructions of the Tenderer; OR
- (b). If the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of successful Tenderer; OR (ii) twenty – eight days after the expiration of the Tenderer's Tender OR any extended period thereof;

Consequently, any demand for payment under this Guarantee must be received by us at the Office on or before that date : ____ - ____ - ____.

[Signature (s)]

[Authorization letter from the issuing Bank that the signatory of this BG is authorized to do so – should also be enclosed].

**SPECIMEN BANK GUARANTEE PERFORMANCE
GUARANTEE/ SECURITY DEPOSIT**

(To be executed on Rs.300/- non-judicial Stamp Paper)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act , 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to exempt _____ (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide _____'s letter No _____

(Name of the Department)

Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the _____ (Name of the Bank and Address) _____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____, do hereby

(Name of Bank)

(Name of Branch)

Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this

guarantee shall be restricted to any amount not exceeding Rs. _____
(Rupees _____) only.

3. We, _____, undertake to pay to the

(Name of Bank and Branch)

Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ further agree with the Board that the

(Name of Bank and Branch)

guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board that the (Name of Bank and Branch)

Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in [Gandhidham] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
 - (b) This Bank Guarantee shall be valid upto _____ ; and
 - (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature