

# **DEENDAYAL PORT AUTHORITY**



**TENDER NOTICE NO: TF/SH/DFS/23062025**

**E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF  
OPEN SPACE ON LICENSE BASIS FOR SETTING UP ONE  
DUTY FREE SHOP AT CARGO JETTY AND ONE OIL JETTY  
INSIDE CUSTOM BOND AREA OF DEENDAYAL PORT  
FOR THE PERIOD OF 05 (FIVE) YEARS.**

**OFFICE OF THE TRAFFIC MANAGER**

DEENDAYAL PORT AUTHORITY  
SHIPPING SECTION,  
TRAFFIC DEPARTMENT,  
SHRAMDEEP BLDG.,  
**NEW KANDLA – 370 210**  
**DIST: KUTCH**  
**STATE : GUJARAT**

**TENDER DOCUMENTS FOR**

**E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF  
OPEN SPACE ON LICENSE BASIS FOR SETTING UP ONE  
DUTY FREE SHOP AT CARGO JETTY AND ONE OIL JETTY  
INSIDE CUSTOM BOND AREA OF DEENDAYAL PORT  
FOR THE PERIOD OF 05 (FIVE) YEARS.**

**I N D E X**

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## **DEENDAYAL PORT AUTHORITY**

**Sharmdeep Building,  
Traffic Department, Shipping Section,  
Gandhidham, Kachchh, Gujarat – 370 210**

### **E - TENDER NOTICE NO. – TF/SH/DFS/23062025**

NAME OF WORK	E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF OPEN SPACE ON LICENSE BASIS FOR SETTING UP ONE DUTY FREE SHOP AT CARGO JETTY AND ONE OIL JETTY INSIDE CUSTOM BOND AREA OF DEENDAYAL PORT FOR THE PERIOD OF 05 (FIVE) YEARS.											
COST OF TENDER DOCUMENT (NON – REFUNDABLE)	RS.1,180.00/- INCLUDING GST BIDDERS HAVE TO MAKE PAYMENTS FOR TENDER FEE ONLY THROUGH DIGITAL MODE. INFORMATION REQUIRED TO MAKE FOR DIGITAL PAYMENT IS GIVEN BELOW:- ACCOUNT NO. :- 2177002100004628 IFSC CODE :- PUNB0217700 PUNJAB NATIONAL BANK, KANDLA BRANCH.											
E.M.D. (Rs.)	<div>BIDDERS HAVE TO MAKE PAYMENTS OF EMD FOR EACH PLOT ONLY THROUGH DIGITAL MODE. INFORMATION REQUIRED TO MAKE FOR DIGITAL PAYMENT IS GIVEN BELOW:- ACCOUNT NO. :- 2177002100004628 IFSC CODE :- PUNB0217700 PUNJAB NATIONAL BANK, KANDLA BRANCH.</div> <table><tr><td>SR. NO.</td><td>AREA (SQ. MTRS.)</td><td>E.M.D.(PER PLOT)</td></tr><tr><td>1.</td><td>50.00 (Cargo Jetty)</td><td>RS.2220/-</td></tr><tr><td>2.</td><td>50.00 (Oil Jetty)</td><td>RS.2220/-</td></tr></table> <div>Note: The proof towards the above may be scanned and submitted online in the technical bid.</div>			SR. NO.	AREA (SQ. MTRS.)	E.M.D.(PER PLOT)	1.	50.00 (Cargo Jetty)	RS.2220/-	2.	50.00 (Oil Jetty)	RS.2220/-
SR. NO.	AREA (SQ. MTRS.)	E.M.D.(PER PLOT)										
1.	50.00 (Cargo Jetty)	RS.2220/-										
2.	50.00 (Oil Jetty)	RS.2220/-										
DOWNLOADING OF TENDER DOCUMENTS	TENDER DOCUMENTS CAN BE DOWNLOADED FROM THE OFFICIAL WEB – SITE OF DEENDAYAL PORT AUTHORITY <a href="http://www.deendayalport.gov.in">www.deendayalport.gov.in</a> OR <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> OR <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>											
DATE OF DOWNLOADING OF TENDER DOCUMENT	FROM 23-02-2026 TO 16-03-2026 UPTO 12:00 HOURS											
LAST DATE & TIME FOR ON – LINE TENDER SUBMISSION	ON 16-03-2026 UPTO 15:00 HOURS ON WEBSITE <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a>											
ON – LINE OPENING OF TECHNICAL BID	ON 16-03-2026 AT 15:30 HOURS											

**FOR FURTHER DETAILS, AMENDMENTS OR EXTENSION OF TIME, PLEASE VISIT <https://tender.nprocure.com> OR [www.deendayalport.gov.in](http://www.deendayalport.gov.in)**

**TRAFFIC MANAGER  
DEENDAYAL PORT AUTHORITY**

## **CHAPTER - 1**

### **DEENDAYAL PORT AUTHORITY**

#### **INSTRUCTIONS TO TENDERER FOR E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF OPEN SPACE ON LICENSE BASIS FOR SETTING UP ONE DUTY FREE SHOP AT CARGO JETTY AND ONE OIL JETTY INSIDE CUSTOM BOND AREA OF DEENDAYAL PORT FOR THE PERIOD OF 05 (FIVE) YEARS.**

##### **1.0 Particulars of spaces:-**

<b>Sr. No.</b>	<b>Area</b>	<b>Location</b>	<b>Purpose of use</b>
1.	50 Sg. Mtrs.	Cargo Jetty Area	For setting up of a Duty Free Shop
2.	50 Sg. Mtrs.	Oil Jetty Area	For setting up of a Duty Free Shop

##### **1.1 Schedule for E-tendering cum E Auctioning is as under:**

- (i) Tender Document to be down loaded from the official website of Deendayal Port Authority [www.deendayalport.gov.in](http://www.deendayalport.gov.in) OR <https://tender.nprocure.com> OR [www.eprocure.gov.in](http://www.eprocure.gov.in)
- (ii) Tender Fees (Non refundable) of Rs.1,180.00 (including GST) is to be paid through digital mode. Information required to make for digital payment is given below:-  
Account no. :- 2177002100004628  
IFSC Code :- PUNB0217700  
Punjab National Bank, Kandla Branch.

Note: The proof towards the above may be scanned and submitted online in the technical bid.

- (iii) The E.M.D. as mentioned in the N.I.T. is required to be paid through digital mode. Information required to make for digital payment is given below:-  
Account no. :- 2177002100004628  
IFSC Code :- PUNB0217700  
Punjab National Bank, Kandla Branch.

Note: The proof towards the above may be scanned and submitted online in the technical bid.

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

During the submission of On-line tender, the copy of transaction receipt for E.M.D. & Tender Fee shall be submitted while uploading the bid.

This submission shall mean that E.M.D. & tender fee are received. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received online. However for the purpose of realization, bidder shall send the same in original to Traffic Manager at the time of tender opening or send the same through R.P.A.D. so as to reach to Traffic Manager, Shipping Section, Shramdeep Building, New Kandla (Kutch) **within 7 days from the date of opening.**

- (iv) Last date and time for the online Tender submission is on **16-03-2026 upto 15:00 hours.**
- (v) The Online Opening of the Technical bid is on **16-03-2026 at 15:30 Hours.**
- (vi) Online Opening of Commercial bid. (will be intimated in due course)

- (vii) Online auction date and time for the Plot (will be intimated in due course).
- (viii) Bids where in proof of EMD and Tender fees is not uploaded in technical bid, same shall be treated as non-responsive.

## **1.2 DOWNLOADING TENDER DOCUMENT:**

Tender documents will be available on web site up to date and time as shown above. Tenderer who wish to participate in this tender shall have to register on web site [\*\*https://tender.nprocure.com\*\*](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 leased certifying Authority of India or can procure from (n) code solutions – a division of GNFC Ltd, who are leased 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)**  
**Tel : + 91 26857316/17/18**  
**Fax : +91 79 26857321**  
**E-mail:nprocure@ncode.in**  
**Mobile : 9327084190, 9925117079**

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

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

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

- 1.7** The online tenders shall be up loaded up to **16-03-2026 upto 15:00 Hours**. The tender document comprises of 02 (two) parts (i) Tender Fee, EMD and Technical bid and (ii) Commercial bid.

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

Tender Fee (Non refundable) of Rs.1,180.00 is to be paid through digital mode. Information required to make for digital payment is given below:-

Account no. :- 2177002100004628  
IFSC Code :- PUNB0217700  
Punjab National Bank, Kandla Branch.

E.M.D. as mentioned in the N.I.T. is required to be submitted separately for each plot for which the bidder wants to quote. The E.M.D. is to be paid through digital mode. Information required to make for digital payment is given below:-

Account no. :- 2177002100004628  
IFSC Code :- PUNB0217700  
Punjab National Bank, Kandla Branch.

Note: The proof towards Tender Fees and EMD is to be submitted online in technical bid

- 1.9** The copy of transaction receipt for E.M.D. & Tender Fee shall be submitted while uploading the bid. The cover containing Technical Bid with Tender fees and EMD payment details shall be super-scribed by **"TENDER FEES AND E.M.D. FOR E-TENDER CUM E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF OPEN SPACE ON LICENSE BASIS FOR SETTING UP ONE DUTY FREE SHOP AT CARGO JETTY AND ONE OIL JETTY INSIDE CUSTOM BOND AREA OF DEENDAYAL PORTFOR THE PERIOD OF 05 (FIVE) YEARS.**

The proof of Tender Fees & EMD made through Digital Mode Shall be submitted so as to reach the Traffic Manager, Shipping Section, Shramdeep Building, DPA, Kandla – 370 210, within 07 days from the date of opening of Technical Bid through Registered AD/Speed Post only.

**1.10 OPENING OF TECHNICAL TENDER :**

Technical tenders shall be first opened online on **16-03-2026 at 15:30 Hours** in the Office of Traffic Manager, Shipping Section, New Kandla, Deendayal Port Authority, (Kutch) – 370210.

- 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 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 Traffic Manager, Shipping Section, New Kandla, Deendayal Port Authority, (Kutch) – 370210.

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

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

**1.16** Conditional tender shall not be accepted.

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

**1.18** The tenderer is 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.

**1.22** The details of tenders can be seen on website [www.deendavalport.gov.in](http://www.deendavalport.gov.in) OR <https://tender.nprocure.com> OR [www.eprocure.gov.in](http://www.eprocure.gov.in)

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

**1.24** Schedule of the plots 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 his 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 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.mt. in respect of the plot and increment in offer below Rs.10=00 shall not be considered for e-auction.
- (e) In case non of the qualified bidders participate in e-auction, the plot shall be offered to the bidder who has quoted highest rate in the price bid by adding one increment to the reserve price (bas price) fixed for e-auction

#### **1.28 ELIGIBILITY CRITERIA:**

Any Individual/Proprietorship firm/Partnership firm/Company registered under Indian Company's Act. 1956/2013 shall be eligible to tender for the plot. The following documents shall invariably required to be submitted alongwith the technical bid. All documents to be submitted online failing which the bidder shall stand disqualified.

1. Tender Fees (Non refundable) of Rs.1180.00 (including GST) is to be paid through digital mode. Information required to make for digital payment is given below:-

Account no. :- 2177002100004628  
IFSC Code :- PUNB0217700  
Punjab National Bank, Kandla Branch.

2. E.M.D. as mentioned in the N.I.T. is required to be paid through digital mode. Information required to make for digital payment is given below:-

Account no. :- 2177002100004628  
IFSC Code :- PUNB0217700  
Punjab National Bank, Kandla Branch.

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

All the above documents i.e. proof towards Tender Fees and EMD is to be submitted online in technical bid. In case of non-submission of any of the documents online, the bidder shall be treated as non-responsive.

3. The Technical bid i.e. tender documents, except commercial bid is required to be submitted duly sealed and signed at each page.
4. Attested true copy of Partnership deed in case the application is submitted by partnership firm, Attested true copy of Memorandum of Association and Article of Association/ Bye laws in case of the application is submitted by a company along with certificate of incorporation.
5. Status of firm, name and designation of the proprietor/partners/directors/share holders etc. with profit sharing ratio and/or share holding pattern certified by concern authorities or Chartered Accountant/Company Secretary are also required to be scanned and submitted Online.



6. Power of Attorney in favour of the person signing the application and undertaking on behalf of a partnership firm on requisite bond OR Resolution of the Board of Directors duly notarized in case of company.
7. Copy of PAN card & G.S.T. Registration.
8. Reports on the financial standing of the Bidder, such as balance sheet, profit and loss statements and auditor's reports for the past Five years.
9. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
10. An undertaking to the effect that no change has been made in the tender documents; and
11. An Undertaking that they have not been banned / de-listed by any reputed organization in past.
12. All the bidders will be eligible to participate in E-Tendering process only after clearing of all the outstanding dues, if any.
13. An Undertaking stating that bidder do not have conflict of interest that effect the bidding process.

Note: All the above documents i.e. proof towards Tender Fees and EMD is to be submitted online in technical bid. In case of non-submission of any of the documents online, the bidder shall be treated as non-responsive.

**Signature of Applicant**

**Traffic Manager  
Deendayal Port Authority**

## **CHAPTER - 2**

### **FORM OF APPLICATION FOR E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF OPEN SPACE ON LICENSE BASIS FOR SETTING UP ONE DUTY FREE SHOP AT CARGO JETTY AND ONE AT OIL JETTY INSIDE CUSTOM BOND AREA OF DEENDAYAL PORT FOR THE PERIOD OF 05 (FIVE) YEARS.**

**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 Chairman, 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.

<b><u>1. PARTICULARS OF THE APPLICANT (S) :</u></b>		
<b>A.</b>	Name(s) and address of Applicant(s) in Block letters (Surname first) State whether Shri / Smt / Kum.)	
<b>B.</b>	Name of the Firm/Company, Postal Address / Registered Office / E-Mail Address / Mobile Number :	
<b>C.</b>	Present, profession / business/ Industry / occupation of Applicant :	
<b>D.</b>	Mention clearly whether the Project Is Export Oriented OR Import Oriented.	
<b><u>2. CONSTITUTION OF THE FIRM / COMPANY</u></b>		
<b>A.</b>	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.	

<b>NOTE :</b>		
	In case of Partnership firm, names of all partners should be furnished, indicating their shares. Copy of the Partnership Deed should be enclosed. If application is preferred on behalf of existing company, private or public Ltd. company, a copy of Memorandum and Article of Association of the Company together with Certificate of Incorporation and a copy of Resolution authorizing the Applicant to apply on behalf of the Company should be enclosed. If the Application is being made in the capacity of a Promoter of proposed Company, it may clearly be so stated. If it is a Society whether it is registered under Co-operative Societies Act or Societies Registration Act may be stated. Details of Registration Number and date may be given)	

**3. PARTICULARS OF PLOTS APPLIED FOR :**

<b>SR. NO.</b>	<b>AREA (IN SQ.MTRS)</b>	<b>PURPOSE</b>
1.	50 Sq. Mtr. (Cargo Jetty)	
2	50 Sq. Mtr. (Oil Jetty)	

**DECLARATION**

1. 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 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 within 01 month from date of issue of Allotment letter, the allotment will be liable to be cancelled and License Fee, Security Deposit and EMD forfeited.
2. I / We also agree that the Earnest Money remitted hereunder will be held by the Deendayal 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 Traffic Manager  
Shipping Section,  
Traffic Department,  
Shramdeep Buidling,  
Deendayal Port Authority  
**New Kandla (Kutch)**

## **CHAPTER-3**

### **TENDERING PROCESS**

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

<b>Volume I</b>	<b>EMD, Tender Fees and Technical Bid.</b>
<b>Volume II</b>	<b>Commercial bid</b>

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

The Technical bid shall invariably be submitted along with information/documents as required under Clause 1.28 of Ch. 1 & 4.5 of Ch. 4, 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 Leave & License Fee and the Security Deposit amount paid by the bidder to D.P.A. and after the execution of Leave & License Agreement 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 license feeal 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 documents as mentioned above shall not be considered valid and Technical bid of those tenderer shall not be opened.
- 3.8 In case of successful bidders defaults in payment, the same shall be offered to 2<sup>nd</sup> / Next higher bidder on the same rates (i.e. 2<sup>nd</sup> / Next bidder should match the bid with the highest bidder) on the same terms and conditions.

**Signature of Applicant**

**Traffic Manager  
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:**

The plots which are to be auctioned as mentioned in the Notice Inviting Tender (N.I.T.) are vacant plots situated at Kandla, for setting up of duty free shop and are to be auctioned in its present conditions on as is where is basis. The plots will have to be developed by the licensees at their own cost including cost of basic amenities such as water supply, drainage, electricity etc.

The Tenderer shall have to inspect the site at their own cost and it shall be deemed at they have fully acquainted themselves with all their aspects of the plot like size, site conditions etc. No claim whatsoever shall be entertained by D.P.A. in future for improving conditions of plot 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, activation, addition, alteration, reclamation of the plot 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 clarifications issued by Ministry from time to time and are fully conversant with the provisions applicable.

#### **4.4 AREA OF PLOT :**

<b>SR NO.</b>	<b>AREA (IN SQ.MTRS)</b>
1	50 Sq. Mtrs. (Cargo Jetty)
2	50 Sq. Mtrs. (Oil Jetty)

*However, the measurement will subject to actual Survey and demarcation upto finalization of the bid. 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 one year's rentals as Security Deposit for the entire License period. If any successful bidder surrenders the possession of plot before the completion of License period, by giving 06 months notice, then the security deposit shall 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 in favour of Deendayal Port Authority payable at Gandhidham from Nationalized / Scheduled Bank. If the Security Deposit amount is less than 1 Crore then it may be remitted as per the modes mentioned in the above Para. If the same is equal or more than 1 Crore, then the same can be deposited in the form of Bank Guarantee issued by any Nationalized / Scheduled Bank (except Co-operative Bank) having its Branch at Gandhidham. The format of Bank Guarantee shall be provided to the bidder at the time of issuance of Pre Acceptance Letter. Further, the Bank Guarantee for the Security Deposit shall be submitted and renewed from time to time for the entire License period.

#### **4.7 PREMIUM :**

- I. The RESERVE PRICE Per Sq.Mtr. / 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 license feeal. 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 clarifications issued by Ministry 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 leased 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. Tel. 91 79 26857316/17/18 Fax: 91 79 26857321 E-mail: **nprocure@ncode.in** **Mobile: 9327084190 / 9898589652.**

The accompaniments to the tender documents as described under Clause 1.28 of Ch. 1 and 4.5 of Ch. 4 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 Traffic Manager, DPA, Kandla 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 and Technical credential)

**The above mentioned Cover – I, shall be addressed to and bear the following identification**

- (a) The Traffic Manager,  
Shipping Section, Traffic Department,  
Deendayal Port Authority,  
Shramdeep Building,  
**New Kandla-Kutch-370210.**

- (b). ACCOMPANIMENTS FOR E-TENDER CUM E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF OPEN SPACE ON LICENSE BASIS FOR SETTING UP ONE DUTY FREE SHOP AT CARGO JETTY AND ONE OIL JETTY INSIDE CUSTOM BOND AREA OF DEENDAYAL PORT FOR THE PERIOD OF 05 (FIVE) YEARS

**BID REFERENCE NO. – TF/SH/DFS/23062025**

NAME ADDRESS, MOBILE NUMBER / CONTACT NUMBER OF THE BIDDER & E-MAIL ADDRESS.

[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 Licensor i.e. Deendayal Port Authority in On-Line System at website **<https://tender.nprocure.com>** not later than **15:00 hours on 16-03-2026**, in the event of the specified date for the submission of bids being declared a holiday by the Licensor i.e. Deendayal Port Authority, the Bids will be received up to the appointed time on the next working day.

The Licensor 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 Licensor i.e. Deendayal Port Authority and the bidders previously subject to the original deadline will then be subject to the new deadline.

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

**4.10 LATE BIDS**

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

**4.11 MODIFICATIONS AND WITHDRAWAL OF BIDS :**

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

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

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

**4.12 BID OPENING AND EVALUATION**

Bid Opening

On the due date and appointed time, the Licensor i.e. Deendayal Port Authority will first open Technical bids of all bids received including modifications made pursuant to Clause 4.11. In the event of the specified date for Bid opening being declared a holiday by the Licensor 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 Licensor i.e. Deendayal Port Authority will determine whether each Bid :- **(a)** has been properly digitally signed, **(b)** meets the eligibility criteria defined in Clause 1.28 of Ch. 1, **(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 Licensor 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 Licensor 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 EXPENCES 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 License Agreement and as per guidelines issued by the Ministry of Shipping, Government of India, from time to time. These Allotments will be done on Leave & License basis quoted by the bidder over and above reserve price in terms of the license fee 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 license fee along with the applicable taxes, and Security Deposit (being 01 advance license fee). Thereafter, the Deendayal Port Authority will issue a letter of Allotment. If the Security Deposit amount is less than 1 Crore then it may be remitted as per the modes mentioned in the above Para. If the same is equal or more than 1 Crore, then the same can be deposited in the form of Bank Guarantee issued by any Nationalized / Scheduled Bank (except Co-operative Bank) having its Branch at Gandhidham. The format of Bank Guarantee shall be provided to the bidder at the time of issuance of Pre Acceptance Letter. Further, the Bank Guarantee for the Security Deposit shall be submitted and renewed from time to time for the entire License 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 Traffic Manager, 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 license fee 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 3 years commencing from the date of debarment.

The License period shall commence from the date of possession of the land OR from 14<sup>th</sup> day of issue of the allotment letter, which ever is earlier. The Leave & License Agreement will have to be executed within 06 months from the date of issue of allotment letter, failing which the allotment will be liable to be cancelled and License Fee, Security Deposit and EMD forfeited. However, Chairperson, DPA may at his discretion for special reasons grant extension of time in writing for execution of Leave & License Agreement on the request of the Licensee in case the licensee fails to execute the Leave & License for the above reasons beyond his control.

**The License Fee shall be escalated by 2% every year till the end of License Period or Determination of the License.**

#### **4.18 INDEMNIFYING DEENDAYAL PORT AUTHORITY**

The licensee 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 bidder may undertake a site visit, if they so desire to study the site conditions before submission of bids. 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 and Environment Protection Act will be the responsibility of licensee. The allottee shall have to make his own arrangements for water supply, drainage, electric supply etc. from the concerned authorities.

#### **4.20 LEAVE & LICENSE EXECUTION**

The Leave & License period shall commence from the date of possession of the land OR from 14<sup>th</sup> day of issue of the allotment letter, whichever is earlier. The Leave & License Agreement will have to be executed within 06 months from the date of issue of allotment letter, failing which the allotment will be liable to be cancelled and License Fee, Security Deposit and EMD forfeited.

The Chairperson, DPA may at his discretion for special reasons grant extension of time in writing for the execution of Leave & License Agreement on the request of the licensee in case of licensee fails to execute the Leave & License Agreement for the above reasons beyond his control.

#### **4.21 LEAVE & LICENSE PERIOD**

License period shall be of 05 (five) years, started from date of handing over of possession OR from the 14<sup>th</sup> day of issue of allotment letter, whichever is earlier, and shall not be renewed.

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

Reserve Price in terms of Annual License Fee plus Premium quoted over and above of the Reserve Price liable for the G.S.T. at applicable rate.

#### **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 license fee alongwith the applicable taxes and Security Deposit (being 01-year license fee). 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 Traffic Manager, 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 license fee and security deposit within 30 days of 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 for any allotment of land for a period not exceeding 3 years commencing from the date of debarment.

#### **4.24 UTILIZATION OF LAND**

If the leased land is not utilized within 06 (six) months of allotment, from the date of issuance of pre-acceptance letter, for the purpose for which it is allotted, the Leave & License Agreement will be terminated.

#### **4.25 (A) APPROVALS FROM STATUTORY AUTHORITIES**

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

Deendayal Port Authority at any given point shall not be responsible nor assist in obtaining permission or approval of the above authorities or any other authority including Ministry of Shipping, Government of India are not granted and shall not be liable for for any loss of time or damages thereof occurring in this regard. All statutory approvals, including those from Customs and related authorities, are to be obtained by the successful bidder at their own risk and responsibility, and that non-grant or delay of such approvals shall not give rise to any claim against the Deendayal Port Authority.

The licensee 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 licensee has to comply with ISPS Code requirements, directions of CISF and Port Security Officer, and other security protocols effective from time to time. The licensee shall be allowed to utilize the plot allotted only after all such certification / clearances from various departments are obtained by the Licensee.

#### **4.26 USE OF PLOT**

The licensee shall strictly use the plot allotted for the purpose of setting of duty free shop only. Change of purpose shall not be allowed. The licensee shall not carry out any activity that may be considered detrimental to the interest of the Deendayal Port Authority or to the National Security.

#### **4.27 INSPECTION OF PLOT**

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

#### **4.28 TRANSFER OF PLOT**

The transfer of lease will be allowed, provided the Transferee takes over the liability of the original Licensee. 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.

#### **4.29 EXPIRY OF LICENSE PERIOD**

On expiry of Leave & License term, the Licensee 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 Licensee 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 Licensee's failure to hand over the vacant and peaceful possession of the plot within the stipulated time, it shall be lawful for the Chairman, 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 licensee 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 Licensee.

In the case of cancellation of allotment and/or determination of lease before expiry of the License period and / or completion of terms of License, the Licenser 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 licensee continues to occupy it unauthorized, or if there is any encroachment, the licensee shall be liable to pay compensation for wrongful use and occupation at three times the license fee, in accordance with the prevailing applicable SoR, till vacant possession is obtained.

Within three months of expiry / termination / determination of License, the licensee 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 Chairman, Deendayal Port Authority under this clause shall not preclude him from taking any action under any other relevant terms and conditions.

#### **4.30. ADMINISTRATION OF TERMS OF ALLOTMENT :**

Chairman, Deendayal Port Authority shall administer the main terms and conditions, terms of letter of allotment, rules and procedures of allotment and terms of Leave & License Agreement on behalf of 'licensor' the Board of Trustees of Port of Kandla, Deendayal Port Authority and the Chairman, Deendayal Port Authority or any officer entrusted with the duties and exercising for the purpose by powers of Chairman 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 Deendayal Port Authority posted by Regd. A.D. to the last known address of licensee 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 licensee.

All Rules and Regulations made by Chairman, 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 licensee.

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 required for the Deendayal Port Authority's own purpose or for the purpose of the Government or in the interest of port security or national interest, as may be required from time to time.

In the event of early determination of the lease for above reasons and purposes the Deendayal Port Authority Board shall have the right to resume possession of the leased land in public interest before the expiry of license period. In such cases, subject to availability of land, the licensee may at the discretion of the Deendayal 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 licensee shall reserve the right to surrender the lease subject to prior notice by the licensee at least 6 (six) months in advance.

**4.31** The value of non-judicial stamps to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law in force on the date of execution, however, if the Licensee furnishes GPF notes, approved guarantee in respect of or part of security deposit, the stamp duty chargeable for the amount shall be as prescribed for agreement payable in accordance with the latest provisions of law in force on the date of execution of the contract. All the cost of stamp duty shall be borne by the Licensee.

**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** The license fee will be as per Leave & License Agreement conditions. The format of lease deed is attached herewith for ready reference.

**4.34 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 good or works or other services related to the same assignments/contracts.

**4.35** No subletting is permitted in the said contract for what so ever reason.

**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 attorney of the licensor shall be borne and paid wholly and exclusively by the licensee. The licensee shall be obliged to provide a certified copy of the duly registered deed to the licensor within 15 (fifteen) days from the date of its registration.

**Signature of Applicant**

**Traffic Manager  
Deendayal Port Authority**

## CHAPTER – 5

**UNDERTAKING FOR THE WORK OF E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF OPEN SPACE ON LICENSE BASIS FOR SETTING UP ONE DUTY FREE SHOP AT CARGO JETTY AND ONE AT OIL JETTY INSIDE CUSTOM BOND AREA OF DEENDAYAL PORT FOR THE PERIOD OF 05 (FIVE) YEARS.**

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**PLACE :**

**DATE :**

**From :**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

Traffic Manager

Shipping Section, Deendayal Port Authority,

Shramdeep Building,

**New Kandla (Kutch)**

**SUB:** OFFER OF PREMIUM FOR THE ALLOTMENT OF E-AUCTION FOR THE ALLOTMENT OF OPEN SPACE ON LICENSE BASIS FOR SETTING UP ONE DUTY FREE SHOP AT CARGO JETTY AND ONE OIL JETTY INSIDE CUSTOM BOND AREA OF DEENDAYAL PORT FOR THE PERIOD OF 05 (FIVE) YEARS.

Please refer to your press advertisement inviting offers THE ALLOTMENT OF E-AUCTION FOR THE ALLOTMENT OF OPEN SPACE ON LICENSE BASIS FOR SETTING UP ONE DUTY FREE SHOP AT CARGO JETTY AND ONE OIL JETTY INSIDE CUSTOM BOND AREA OF DEENDAYAL PORT FOR THE PERIOD OF 05 (FIVE) YEARS 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 at Sr.No. \_\_\_\_\_ of N.I.T. admeasuring \_\_\_\_\_ Sq.Mtrs. for the purpose of duty free shop at Cargo jetty and one at Oil jetty inside custom bond area.

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)**

**E-TENDER CUM E-AUCTION FOR THE ALLOTMENT OF OPEN SPACE ON LICENSE BASIS FOR SETTING UP ONE DUTY FREE SHOP AT CARGO JETTY AND ONE OIL JETTY INSIDE CUSTOM BOND AREA OF DEENDAYAL PORT FOR THE PERIOD OF 05 (FIVE) YEARS.**

**PRICE – BID / COMMERCIAL BID**

SR. NO.	AREA (IN SQ.MTRS .)	RESERVE PRICE (RS. SQ.MT / YEAR)	PREMIUM OFFERED OVER AND ABOVE THE RESERVE PRICE (RS. SQ.MT / YEAR)		TOTAL AMOUNT OFFERED ( PER SQ.MTRS. / YEAR )		GRAND TOTAL LICENSE FEE PER YEAR	CATEGORY OF PLOT
			IN FIGURES	IN WORDS	IN FIGURES	IN WORDS	AREA X COLOUMN NUMBER 6	
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6 (3 +4)</b>			
<b>1</b>	50.00 (Cargo Jetty)	<b>444.08</b>	PER SQ.MTRS. / YEAR	PER SQ.MTRS. / YEAR			RS.____	<b>“E”</b>
<b>2</b>	50.00 (Oil Jetty)	<b>444.08</b>	PER SQ.MTRS. / YEAR	PER SQ.MTRS. / YEAR			RS.____	<b>“E”</b>

**“E”= Land with Dock**

**SIGNATURE OF THE BIDDER**  
**NAME AND ADDRESS OF BIDDER**  
**DATE:** \_\_\_\_\_  
**PLACE:** \_\_\_\_\_



**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 instructions indicated]

In consideration of the Board of Authorities of the Port of Deendayal Port Authority incorporated by the Major Deendayal Port Authority's Act, 2021 as amended by Major Deendayal Port Authority (Amendment) Act 1974 (hereafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Authorities of the Port of Deendayal Port Authority, its successors and assigns) having agreed to exempt \_\_\_\_\_(hereinafter called the "Licensee") (Name of the Licensee/s) From the demand under the terms and conditions of the Contract, vide DPA's letter No. \_\_\_\_\_ Date \_\_\_\_\_ made between the Licensees 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 Lodgement of Government Promissory Loan Notes for the due fulfillment by the said Licensees of the terms and conditions 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 Licensees do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ only) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Licensees of any terms and conditions of the said contract.

We \_\_\_\_\_ (Name of Bank and branch) do hereby undertake to pay the amounts 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 reason of any breach by the Licensees of any of the terms and conditions of the said contract or by reason of the Licensees 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.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);

This Bank Guarantee shall be valid upto \_\_\_\_\_ unless extended on demand by the Board. Notwithstanding any thing mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (in figures) Rupees \_\_\_\_\_ (in words) and unless a claim in writing is lodged with us by the Chairman or his authorized representative within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

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 \_\_\_\_\_ (i.e. 6 months from the date of expiry of Guarantee)."

Date \_\_\_\_\_ day of \_\_\_\_\_ 2026.

For (Name of Bank)

(Name)  
Signature

**LICENSE AGREEMENT**

THIS INDENTURE OF LICENSE AGREEMENT is executed on this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_.

BETWEEN

The Board of Authorities of the Port of Deendayal, body corporate under the Major Deendayal Port Authority's Act., 2021 (hereinafter referred to as "The Board") which expression shall, where the context so admits, include its successors and assigns of the ONE PART

AND

M/s. \_\_\_\_\_ (hereinafter referred to as "THE LICENSEE") which expression shall where the context so admits, include its successors & permitted assigns of the OTHER PART, witnessed as under :-

Whereas the Licensee has approached, the Board for grant of License for use of Port land admeasuring 50 Sq. Mtrs./Open Space @ \_\_\_\_\_ Per Sq. Mtrs. Per Annum for **"Setting up of a Duty Free Shop at Cargo Jetty/Oil Jetty inside Custom Bonded area of Deendayal Port Authority for a period of 05 years"**.

AND WHEREAS the Board has agreed to permit the Licensee to use the Port land admeasuring Sq. Mtrs./Open Space @ \_\_\_\_\_ Per Sq. Mtr. Per Annum for **"Setting up of a Duty Free Shop at Cargo Jetty/Oil Jetty inside Custom Bonded area of Deendayal Port Authority for a period of 05 years"** more particularly described in the schedule hereunder and delineated in the attached sketch (Annexure "A") for a period of 05 years i.e. 60 months. The License period shall commence from the date of possession of the land or from 14<sup>th</sup> day of issue of allotment letter whichever is earlier.

Now, therefore, the parties to this indenture have agreed to as under:-

- 1) The work of leveling/reclamation of the site and erection of structure thereon will be carried out by the licensee at his own cost and as per specifications, designs and shape as may be fixed or approved by the Chief Engineer of the Board.
- 2) The Licensee undertakes to pay an amount of non-refundable annual license fee amounting to **Rs. \_\_\_\_\_** with applicable GST per annum, as fee for use of the site, in addition to pay other incidental charges such as sanitation, conservancy, electricity, water and other charges as may be in vogue from time to time. Delay in payment of the aforesaid annual dues will make the Licensee liable (Besides the summary revocation of the license) to pay the Chairperson, Deendayal Port Authority, interest at the rate of 24% per annum for the period of delay in payment of dues.
- 3) The Licensee undertakes immediately to make a security deposit of Rs. \_\_\_\_\_ being an amount equivalent to annual license fee in the office of the Chairperson, of the Board. This deposit will carry no interest and will be refundable to the Licensee 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.
- 4) On the termination of this License, the Licensee shall, pull down and remove all structure of whatsoever nature erected by them on the said plot of land and shall deliver upto the licensor the said plot of land in its original conditions.

Provided that the Licensee shall not in any way undo or disturb the reclamation or leveling of the site as may have been carried out by him under Clause (1) above, nor shall be entitled to claim any compensation, for any such reclamation and leveling.

- 5) During the said term, Licensee shall use the said plot of land solely for the purpose for which it has been leased out to them hereunder: and shall not use it for any other purpose or carry out any excavation on it without the previous consent in writing from the Traffic Manager of the Board.
- 6) The Licensee shall not sub-assign in any manner or part with the use of the leased premises and shall not sub-assign or part with structures and installations standing thereon or any part thereof without the consent in writing of the Board first having been obtained.
- 7) The Licensee shall confirm to and be bound by all the rules, regulations and bye-laws relating to constructions / maintenance occupation and use of land, health, sanitation and drainage, etc. which may be prescribed from time to time by the Chief Engineer of the Board.
- 8) Notwithstanding anything herein contained, the License hereunder granted shall be terminable at thirty days' notice on either side, without assigning any reasons, whatsoever and in the event Licensee shall remove all his structures and clear off from the site peacefully on expiry of the notice period. In the event the Licensee shall not be entitled to claim any compensation whatsoever for any loss or damage suffered by him due to such premature determination of License.
- 9) The License hereunder granted will create no right in favour of Licensee to its renewal and continuation and the corporal possession of the site in question will be deemed with the Board.
- 10) The Licensor shall not be liable for any theft, loss, damage or destruction of the property of the Licensee and/or of any other persons lying in the Licensed Premises or for any damage to the Licensee or its agents, employees, servants, visitors, invitees or other persons entering the Licensed Premises for the time being from any cause whatsoever.
- 11) The Licensee will take all due care and caution and shall keep the Licensed Premises in good order and condition except normal wear and tear.
- 12) The Licensee shall not do or permit anything to be done in the Licensed Premises, which is likely to cause nuisance or any annoyance to the other occupants in the said building or which may cause any damage to the Licensed Premises or any part thereof.
- 13) The Licensee shall not store any hazardous or inflammable articles except as may be reasonably required by the Licensee in the Licensed Premises.
- 14) The Licensee agrees that he has only been given the use of the Licensed premises and that the terms of the aforesaid agreement do not create any interest in the Licensed premises and/or structures standing thereon in favour of the Licensee. The Licensee also agrees that the possession of the premises leased shall always remain and further be deemed to remain with the Board and that the Licensee is only given permission for the use of the Licensed premises without any prejudice to the possession of the Board. The Board through its agents and officers authorized in writing by the Board, shall also have a right to enter the Licensed premises at any time. The Licensee further agrees that this License is not coupled with any interest in favour of the Licensee and shall not give any right or interest in the Licensed premises to the Licensee.
- 15) The Licensee shall be deemed to be bare Licensee only for the said premises and nothing herein contained shall be constructed as demise in law for the said premises or any part thereof so as to give the Licensee any interest therein.
- 16) Any notice to be given to the Licensee under the terms of this License shall be considered to be duly served, if the same shall have been affixed on the outdoor or any other conspicuous part of the said premises.

- 17) Subject to herein before otherwise provided all notices to be given and all other actions to be taken on behalf of the Board may be given or taken on behalf of the Board by the Traffic Manager or any officer for the time being Authority with the functions, duties and powers of the said Traffic Manager.
- 18) The term "Chairman" of the Board wherever used in these presents shall be deemed to include all his successors in Office, by whatever designation they, may be called.
- 19) In the event of any dispute or difference relating to the interpretation and application of the provisions of the Agreement, such dispute or difference shall be referred by either party for Arbitration to the Chairman, Deendayal Port Authority.

M/s. \_\_\_\_\_

Traffic Manager,  
Deendayal Port Authority

**SCHEDULE "A"**

All that part and parcel of the land admeasuring 50 Sq. Mtrs. / Open Space situated at "**Cargo Jetty/Oil Jetty inside Custom Bonded area of Deendayal Port Authority**" is allotted on purely temporary leave and License basis for a period of 05 years (60 months) for **Setting up of a Duty Free Shop at Cargo Jetty/Oil Jetty inside Custom Bonded area of Deendayal Port Authority for a period of 05 years.**

In witness whereof the parties to those presents have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

Signed, Sealed & delivered by  
On behalf of the Licensee in the presence of:

Witness (Name, signature, address)

- 1) \_\_\_\_\_  
\_\_\_\_\_
- 2) \_\_\_\_\_  
\_\_\_\_\_

Signed, sealed and delivered by Traffic Manager on Behalf of the Board in presence of

Traffic Manager  
Deendayal Port Authority  
For and on behalf of the Board of Trustees of the Port of Deendayal.

Witness (Name, signature, address)

- 1) \_\_\_\_\_  
\_\_\_\_\_
- 2) \_\_\_\_\_  
\_\_\_\_\_

The common seal of the Board of Trustees of the Port of Deendayal affixed in the presence of :

Secretary  
Deendayal Port Authority