



வ.உ.சிதம்பரனார் துறைமுக ஆணையம்
वी.ओ. चिदम्बरनार पत्तन प्राधिकरण
V.O.Chidambaranar Port Authority
(Ministry of Ports, Shipping & Waterways, Government of India)
Administrative Office, Harbour Estate, Tuticorin - 628 004
Tamilnadu
Civil Engineering Department

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Email Id : ce@vocport.gov.in
Website : www.vocport.gov.in

File No: E(C) -56/ 4 / 2024 – EST/ D. 3636

Date: 31.12.2024.

To

All the Bidders.

Sir,

Sub: Allotment of Port land for 30 years lease period on upfront / annual payment basis in V.O.Chidambaranar Port for promoting industries under Coastal Employment Unit (CEU) (Block –A,D & E)

Ref: i) VOCPA NIT No:E(C)/56/4/2024-Est.D.3387, Dt:15.12.2024.
ii) Tender No: Est-04/2024-25.

Kindly refer the Pre-bid meeting held on 20.12.2024. In this connection, the reply to the Pre-bid query is furnished. This is part of the Tender document.

Yours faithfully,

Chief Engineer &
Estate Officer
ce@vocport.gov.in

Name of work: Allotment of Port land for 30 years lease period on upfront / annual payment basis in V.O.Chidambaranar Port for promoting industries under Coastal Employment Unit (CEU) (Block –A,D & E)

Pre-Bid Meeting Date: 20.12.2024

NIT No.: EST –04 / 2024 – 25

Sl. No	Tender Clause No	Tender Clause	Bidders Query	Port's reply
M/s.Sembcorp				
1.	Page 4, 6th para	Experience: The firm should have successfully been running / having previous experience in operating (or) handling of cargoes, containers and stacking in the Port / outside area (or) having previous experience in setting up of Industry such as Petrochemical / POL Industries, LPG / LNG, Manufacture of food products, Manufacture of wearing apparels, Manufacture of Chemical & Chemical products, Manufacture of fabricated metal products, Manufacture of machinery and equipments, Manufacture of motor vehicles, others manufactures (toys, sports goods etc.), Any Assembling works, Warehouses, Free Trade Warehousing Zone (FTWZ), Manufacture of fly ash bricks / concrete blocks etc. Renewable Energy (Solar / Wind) or having experience in the field of Export or Import of various cargoes	Experience in export or import of various cargoes through port is a required eligibility criteria is must for all the participants, please clarify.	Please refer Tender clause 2.3 is clear

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		<p>through Port. The Tender having experience in any above field can also apply the plot for setting up of any industry as per CRZ category. The Tenderer should furnish the details of experience in the respective field during last three years. In case the bidder is not having any previous experience, the experience of the parent company / subsidiaries / step-down subsidiaries shall be considered. The bidder should have furnished Corporate structure of the bidder and its holding company certified by its Auditor, Board Resolution of the holding company before the bid submission date that the bidder to use the experience credentials of the parent company / subsidiary company / step-down subsidiary companies or Board Resolution of the holding company before the bid submission date authorising the Director / Directors of the Holding Company for issuing certificate that the bidder to use the experience credentials of the parent company / subsidiary company / step-down subsidiary company. All the supporting documents shall be attested</p>		

Sl. No	Tender Clause No	Tender Clause	Bidders Query	Port's reply
		by Notary and should be produced / uploaded along with the bid documents		
2	Clause 1.2 Page 5	The firm should have successfully been running / having previous experience in operating (or) handling of cargoes, containers and stacking in the Port / outside area (or) having previous experience in setting up of Industry such as Petrochemical / POL Industries, LPG / LNG, Manufacture of food products, Manufacture of wearing apparels, Manufacture of Chemical & Chemical products, Manufacture of fabricated metal products, Manufacture of machinery and equipments, Manufacture of motor vehicles, others manufactures (toys, sports goods etc.), Any Assembling works, Warehouses, Free Trade Warehousing Zone (FTWZ), Manufacture of fly ash bricks / concrete blocks etc. Renewable Energy (Solar / Wind) or having experience in the field of Export or Import of various cargoes through Port. The Tender having experience in any above field can also	Could you please clarify whether a parent company (Foreign Company) document is an acceptable document for a newly formed SPV to provide as proof of solvency and financial turnover?	Please refer Tender clause 1.2

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		<p>apply the plot for setting up of any industry as per CRZ category. The Tenderer should furnish the details of experience in the respective field during last three years. In case the bidder is not having any previous experience, the experience of the parent company / subsidiaries / step-down subsidiaries shall be considered. The bidder should have been furnished Corporate structure of the bidder and its holding company certified by its Auditor, Board Resolution of the holding company before the bid submission date that the bidder to use the experience credentials of the parent company / subsidiary company / step-down subsidiary companies or Board Resolution of the holding company before the bid submission date authorizing the Director / Directors of the Holding Company for issuing certificate that the bidder to use the experience credentials of the parent company / subsidiary company / step-down subsidiary company. All the supporting</p>		

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		documents shall be attested by Notary and should be produced / uploaded along with the bid documents.		
3	Clause1.14 Page 7	The bidder shall remit the Earnest Money Deposit amount at 10% of the Reserve Price per SQM per annum as mentioned in Table-I of Annexure-"A". The EMD to be paid upto Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) in the form of e-payment mode link which is available in the e-tender website, www.tenderwizard.com/VOCPA, while uploading their bid. The balance amount through Bank Guarantee from any Nationalized bank / Scheduled bank having its branch at Tuticorin as per the format prescribed in Annexure- "D" in favour of FA&CAO / V.O.Chidambaranar Port Authority. If the Bank guarantee is submitted in any	Total EMD amount can be paid through RTGS without a BG (bank guarantee) for even exceeding the 25 lakhs amount limit. Is it acceptable. Please clarify.	yes

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		<p>other form, the same will not be considered. E.M.D will not carry any interest. The EMD of the successful tenderer will be adjusted towards the lease rental payable.</p> <p>The Earnest Money Deposit shall be submitted in the form of RTGS / NEFT as follows:</p> <p><u>Details of Bank Account :</u></p> <table border="1" data-bbox="528 826 1059 1396"> <tbody> <tr> <td data-bbox="528 826 741 983">aName & Address of the Bank</td> <td data-bbox="741 826 1059 983">Indian Overseas Bank, Harbour Branch, Tuticorin – 628 004.</td> </tr> <tr> <td data-bbox="528 983 741 1118">b Name of the Branch</td> <td data-bbox="741 983 1059 1118">Harbour Branch</td> </tr> <tr> <td data-bbox="528 1118 741 1190">c IFSC Code</td> <td data-bbox="741 1118 1059 1190">IOBA0000143</td> </tr> <tr> <td data-bbox="528 1190 741 1294">d Account No.</td> <td data-bbox="741 1190 1059 1294">014301000000001</td> </tr> <tr> <td data-bbox="528 1294 741 1396">e Type of Account</td> <td data-bbox="741 1294 1059 1396">Savings Account</td> </tr> </tbody> </table>	aName & Address of the Bank	Indian Overseas Bank, Harbour Branch, Tuticorin – 628 004.	b Name of the Branch	Harbour Branch	c IFSC Code	IOBA0000143	d Account No.	014301000000001	e Type of Account	Savings Account		
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4	Clause1.14 Page 7	The bidder shall remit the Earnest Money Deposit amount at 10% of the Reserve Price per SQM per annum as mentioned in Table-I of Annexure-"A". The EMD to be paid upto Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) in the form of e-payment mode link which is available in the e-tender website, www.tenderwizard.com/VOCPA , while uploading their bid. The balance amount through Bank Guarantee from any Nationalized bank / Scheduled bank	A newly formed subsidiary can use a Bank Guarantee (BG) issued by a 100% owned subsidiary of our parent company. Is it acceptable. Please clarify.	Not agreed		

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		<p>having its branch at Tuticorin as per the format prescribed in Annexure– “D” in favour of FA&CAO / V.O.Chidambaranar Port Authority. If the Bank guarantee is submitted in any other form, the same will not be considered. E.M.D will not carry any interest. The EMD of the successful tenderer will be adjusted towards the lease rental payable.</p> <p>The Earnest Money Deposit shall be submitted in the form of RTGS / NEFT as follows:</p> <p><u>Details of Bank Account :</u></p> <table border="1" data-bbox="528 1038 1077 1396"> <tbody> <tr> <td data-bbox="528 1038 779 1182">aName & Address of the Bank</td> <td data-bbox="779 1038 1077 1182">Indian Overseas Bank, Harbour Branch, Tuticorin – 628 004.</td> </tr> <tr> <td data-bbox="528 1182 779 1286">b Name of the Branch</td> <td data-bbox="779 1182 1077 1286">Harbour Branch</td> </tr> <tr> <td data-bbox="528 1286 779 1358">c IFSC Code</td> <td data-bbox="779 1286 1077 1358">IOBA0000143</td> </tr> <tr> <td data-bbox="528 1358 779 1396">d</td> <td data-bbox="779 1358 1077 1396">014301000000001</td> </tr> </tbody> </table>	aName & Address of the Bank	Indian Overseas Bank, Harbour Branch, Tuticorin – 628 004.	b Name of the Branch	Harbour Branch	c IFSC Code	IOBA0000143	d	014301000000001		
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5	Clause 1.15 Page 8	Bidders intending to participate in the e-tender for more than one plot, shall have to deposit EMD separately for each such plot.	If a bidder is bidding for two plots, should they furnish separate Bank Guarantees (BGs) for each plot, or is it permissible to present a single BG for the cumulative EMD amount? Consolidated EMD amount and BG can be furnished in reference to Clause no. 1.14 on Page 7.	The bidder may submit single EMD for multiple plots.									

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6	Clause 2.2, Page 12	The Tenderer must be solvent and shall have to furnish the Solvency Certificate not older than three months from the date of opening of tenders, for an amount of equivalent to 20% of the total reserve price as per Annexure – “A” in the area / cargo in which they want to bid issued by any Nationalized / Scheduled Bank.	Is it okay to use a solvency certificate from either a bank in our parent company's country or from an Indian bank branch outside of India to prove our financial stability and eligibility for participating in this bidding process.	Please refer Tender clause 2.2
7	Clause 2.4, Page 12	Average annual audited Financial turnover of the Tenderer during last three financial years (i.e.) 2021-2022, 2022-2023 and 2023-2024 shall be at least equivalent to 30% of the total Reserve Price as per Annexure – “A”.	i. Can we use the experience and financial resources of our parent company, which is headquartered outside of India, as our qualifications for bid evaluation? ii. Is it acceptable to provide financial supporting documents based on the calendar date since parent company is located outside India. (which covers 3 years)	Please refer Tender clause 2.2
8	Clause x Page 17	Copy of PAN card and GST Registration Certificate.	Can a newly formed SPV submit a bid without a GST number? and submit the GST certificate as soon as it is received.	It is acceptable.
9	Clause 4.2.1 Page 19	The allotment of plots of land is on ‘as is where is’ basis and will be on long term lease of 30 years without any option for renewal on following conditions: (i) For Plots under Table – I in the commercial bid – with MGT (Minimum Guaranteed Traffic) on	Does VOCPA allow to change the payment options after 2 years for the following case: i. From with MGT annual payment option to with MGT upfront payment basis ii. From with MGT annual payment option to without MGT upfront payment basis iii. From without MGT annual payment option to with MGT upfront payment basis	Case 1 is acceptable on payment of upfront with MGT remaining lease period

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		<p>Upfront payment basis.</p> <p>(ii) For Plots under Table – II in the commercial bid – without MGT on Upfront payment basis</p> <p>(iii) For Plots under Table – III in the commercial bid – with MGT (Minimum Guaranteed Traffic) on Annual payment basis.</p> <p>(iv) For Plots under Table – IV in the commercial bid – without MGT on Annual payment basis</p>	<p>iv. From without MGT annual payment option to without MGT upfront payment basis</p>	
10	Clause 4.2.2. Page 20	<p>The Port shall keep Security Deposit equivalent to 2 years rentals (and Taxes) which will be calculated on pro-rata basis on quoted upfront amount at e-auction stage. Security Deposit shall be released after completion of lease period only after settlement of all dues including interest and Port reserves the right to adjust the Security Deposit against any amount due including interest to be paid by the Lessee.</p>	<p>In case of Annual payment basis, will it be needed to pay security deposit for 2 yrs.</p>	Yes
11	Clause 4.2.3 Page 20	<p>The successful bidders have to remit development charges incurred on</p>	<p>1. Could you please share the current maintenance charges which are applicable.</p>	<p>Port will inform the charges at appropriate time.</p>

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		<p>common user basis and as approved or decided by the Chairman, V.O. Chidambaranar Port Authority. Approximately an amount of Rs.8,00,000/- per Acre is payable on one time basis subject to finalization of actual expenditure payable as approved by the Chairman / Board. In addition to the above, the bidders have to pay the maintenance charges on common user share basis as per actual.</p> <p>The expenditure incurred on maintenance of infrastructure of road, Power & water supply will be collected from the bidder / lessee for maintenance of the infrastructure on periodical basis.</p>	<p>2. Can you please clarify whether the following items are included in the scope of development charges?</p> <p>a. Approach roads (Right of way), Drains, Street lighting for the allotted plots.</p> <p>b. Access /Use of existing pipe rack and providing new pipe racks up to jetty.</p> <p>c. Providing loading and unloading arms at jetty.</p> <p>d. Safety and Security of the allotted areas</p> <p>e. Providing firefighting system for area allocated</p>	<p>Only approach Road, Drainage and Street lights upto the plot will be provided.</p>
12	Clause 4.2.4.1 Page 21	<p>In case of multiple applications from the bidders for any plot located in the land Block A,D & E preference in allotment will be given to the bidders who have submitted bid for the maximum number of contiguous plots in the parcel. Further in the above case, the Lease rental shall be determined as follows:</p>	<p>If a bidder bids for the most number of contiguous plots but is unable to match the H1 rate of a quoted single plot of another bidder, how will the selection process be conducted?</p> <p>Can you please provide the law reference for the selection</p>	<p>The successful bidder should match the H1 rate of another bidder if any. failing which bid will not be considered.</p>

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		<p>In respect of the plot of the land parcel for which there is more than one bid, the bidder who submits the bid for the most number of contiguous plots shall match the highest quoted rate (H1) of the respective Individual plot in that land parcel.</p> <p>In the above scenario, the bidders who have emerged as H1 for the respective individual plots of smaller extent of land within that same land parcel, and to whom allotment could not be made, will be offered any other plot within the same parcel (for which no bid was received), subject to availability at their quoted H1 rate.</p> <p>Example :</p> <p>In case of 4 plots in a parcel, say plot No. 1,2,3 and 4, in respect of which If party 'X' quotes for Plot No.1,2 and 3 at a rate of Rs.1,400 per Sqm and Party 'Y' quotes for plot No.2 at a rate of Rs.1,500 per Sqm then :-</p> <p>i. Port shall give preference for allotment</p>		

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		<p>of Plot No. 1,2,3 contiguously to the party 'X' , subject to acceptance by party 'X' to pay the quoted H1 rate for plot No. 2 (i.e) Rs.1,500 per Sqm quoted by 'Y'.</p> <p>ii. Port shall consider to allot any other plot in same land parcel to Party 'Y' at their quoted rate of Rs.1,500 per Sqm, instead of plot No. 2, subject to availability and if no bid has been received in respect of the respective plot.</p>		
13	Clause 4.2.9Page 23	<p>The required MGT to be handled by the Tenderer is given in clause 4.2.11 for the Plots mentioned in Table – I & II of in commercial bid only. The successful tenderer has to submit Bank Guarantee equal to one year wharfage charges in advance every year for the MGT fixed. In this regard, for calculation the highest value for wharfage charges of respective cargo will be taken as per present Scale of Rate. In case of not achieving the MGT, the Lessee has to pay the wharfage amount for the shortfall quantity to the Port.</p>	<p>What are the wharfage charges to be considered for domestic and export cases? (for ammonia) Is there any year-on-year escalation for the same? Could you please share the latest SOR for this which is the vital part of the same</p>	<p>The Prevailing SOR is available in Port website www.vocport.gov.in.</p>

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14	Clause 4.2.24 Page 28	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 and total upfront amount and other payments paid by the H1 Tenderer will be forfeited.	1. Please clarify if project construction commencement can be treated as commencement of utilization. 2. The bid specifies a three-year gestation period. As per Clause 4.2.10 (b), the gestation period will commence only after the execution of the lease agreement and handover of the site.	Yes. Gestation period of 3 years from the date of allotment order.
15	Clause 4.2.26 Page 28	The lessee shall strictly use the plot for the purpose for which the allotment is made (as per Annexure – “H”). 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 V.O.Chidambaranar Port Authority or to the National Security.	If the company changes its shareholding after land allotment, resulting in a change of the company's name (while the GST No. and PAN No. remain unchanged), what is the procedure for updating the company's name and are there any charges applicable for this name change?	The Companies name changes If the Companies Share Holding changes but GST, Pan, Bank Account remains unchanged 50% of additional charges not to be paid.
16	Clause 4.2.29. Page 30.	On expiry of lease term, the Lessee shall hand over the vacant and peaceful possession of the plot quietly 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	In case where the lessee is not able to utilize the entire land leased to him, and he has opted for annual payment, what is the refund policy for the unutilized portion of the land if he surrendered?	Surender will be accepted as per the Provisions in Land policy guidelines.

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		<p>cancellation of allotment by removing all the structures and materials etc., erected and/or lying if any on the demised premises at his cost.</p> <p>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.</p> <p>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 Chairman, V.O.Chidambaranar Port Authority or authorised 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 and remove material lying on the plot and demolish building/structures erected on the said plot, fill up any excavation etc., All such money and expenses, as may be paid out and incurred by V.O. Chidambaranar Port Authority, while</p>		

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		<p>acting for taking over of vacant peaceful possession of the said plot shall be recoverable from the Lessee.</p> <p>In the case of cancellation of allotment and/or determination of lease before expiry of lease period and/or completion of terms of lease, the Lessor shall not be bound to pay any compensation, damages of whatsoever nature including for loss of business etc.,</p> <p>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 Annual lease rent in accordance with the prevailing applicable SOR, till vacant possession is obtained by the Port. In case of Land allotted on upfront basis, the equivalent annual lease rent would be calculated on Pro-rata basis. If the lessee has not vacated the lease Land on expiry</p>		

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		<p>of Lease, the period of lease after the same shall be determined and as decided by VOCPA.</p> <p>It is hereby, expressly declared that exercise of power by the Chairman, V.O.Chidambaranar Port Authority under this clause shall not preclude him from taking any action under any other relevant terms and conditions.</p>		
17	Clause 4.2.30 . Page 31	<p>Chairman, V.O.Chidambaranar 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 Port of Tuticorin, V.O.Chidambaranar Port Authority and the Chairman, V.O.Chidambaranar 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</p>	<p>With reference to the clause 4.2.27, In the event of early termination of the lease by port (before 30 years) for the any reasons and purposes, please clarify what kind of compensation will the Port Authority provide to the lessee.</p>	Tender clause is clear.

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		<p>over the possession of the plot after cancellation of allotment and to take any suitable action under the said terms.</p> <p>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.</p> <p>All Rules and Regulations made by Chairman, V.O.Chidambaranar Port Authority / Board of Trustees of V.O.Chidambaranar Port Authority, Ministry of Ports, Shipping and Waterways, Government of India, with regard to use and enjoyment of the demised premises shall be deemed to be part of terms and conditions of allotment and shall be binding on the allottee.</p> <p>The V.O.Chidambaranar Port Authority shall have the right in case of leases granted within the V.O.C. Port limits to</p>		

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		<p>determine the lease, before the expiry of the term thereof by giving six months' notice in case the demised premises are required for the Port Authority's own purpose or for the purpose of the Government, provided that the option herein mentioned shall not be exercised within the first five years from the commencement of lease. In the event of early determination of the lease for above reasons and purposes the Port Authority will pay to the lessee suitable compensation for the immovable fixed assets on the demised premises. 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 or refund of proportionate upfront payment without in anyway being liable to the lessee for any loss of business or other damages in this behalf.</p>		

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		<p>If the LESSEE fails to utilize the leased premises for the purpose for which it is allotted, within two years (24 months) of the allotment / handing over of the leased premises by the LESSOR, the LESSOR shall have the right to terminate the lease and repossess the leased premises.</p>		
18	<p>Clause 4.2.28 . Page 29</p>	<p>The transfer of lease will be allowed as per extant laws and after obtaining prior approval of the Board of Trustees provided the Transferee takes over the liability of the original lessee / allottee. Such transfer shall be allowed strictly as per the prevalent Land Policy Guidelines 2014 and the amendments thereto. Such Transfer shall be for the remaining duration of the Lease and in accordance with the Land use plan of the Port subject to the Transferee agreeing to pay as below:-</p> <p>(i). <i>In case of leases granted on upfront basis</i></p> <p>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</p>	<p>According to the guidelines, lease rent is subject to revision of every 5 years (at where rate that is not known at present). If stamp duty is calculated with fixed percentage of escalation, then from the first instance of revised lease rent (which happens at an interval of 5 Years) the stamp duty calculation would require incrementally upward revision. Therefore, we propose that we may be allowed to carry out 5 years lease agreement and paying duties to the government for 5 years block keeping the total rental for 30 years.</p>	<p>Port tender clause stands.</p>

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		<p>transferee agreeing to pay the following:-</p> <p>(a) An undertaking for payment of the upfront rental as calculated on pro-rata basis for the balance period; and</p> <p>(b) A fee equal to 50% of the pro-rata upfront rental payable upto the time of transfer.</p> <p>(ii). <i>In case of leases granted on annual lease rent basis</i></p> <p>In case of leases granted on annual lease rent basis transfer may be allowed subject to:-</p> <p>(a) An undertaking for payment of the annual lease rental for the balance period, and</p> <p>(b) A fee equivalent to 50% of the total lease rent payable by the original lessee upto the time of transfer.</p> <p>In case where the lessee is not able to utilise the entire Land leased to him, the portion of the lease premises not required</p>		

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		by him should be surrendered and no subletting shall be permitted. Port Authority shall refund proportionate lease rental in case of allotment on upfront payment basis.								
19	Clause 5.5, Page 33	The Upfront / Annual quoted by the 'H1 tenderer' shall be the reserve price for e-auction.	In reference to the consideration bid evaluation will bids with upfront be given priority over bids of Annual payment, please clarify.	In case of more than single bid for one plot. Priority will be given for upfront mode.						
20	Clause 5.8 Page 34	After e-auction, the successful bidder will be the Tenderer who will quote the highest Upfront / Annual	What are the evaluation criteria for bids quoted on annual payment basis and with upfront payment basis	Evaluation criteria for Annual / Upfront is same. Preference will be given in upfront mode.						
21	Clause 4.2.2. Page 12 & Clause-5a&b.-page 55	The Port shall keep Security Deposit equivalent to 2 years rentals (and Taxes) which will be calculated on pro-rata basis on quoted upfront amount at e-auction stage. Security Deposit shall be released after completion of lease period only after settlement of all dues including interest and Port reserves the right to adjust the Security Deposit against any amount due including interest to be paid by the Lessee.	Will the 2-year security deposit be refundable if the land is surrendered under the following conditions: Change of option between 'Without MGT' to 'With MGT' and vice versa:	Please refer to Annexure-C Para -5. ___Expiration / Renewal / Termination/ Surrender of Lease. Balance amount will be refundable after adjusting dues if any and as per prevailing Land policy guidelines.(Refer 4.2.2 - Tender clause on Security Deposit)						
			<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Conversion/ Change of Option (Years from the Date of Confirmed Allocation)</th> <th>Surrender After</th> <th>All Duties Paid & 6 Months' Notice Given</th> <th>Return of 2-Year Security Deposit (VOCPA to confirm how much it will</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Sl. No.	Conversion/ Change of Option (Years from the Date of Confirmed Allocation)	Surrender After	All Duties Paid & 6 Months' Notice Given	Return of 2-Year Security Deposit (VOCPA to confirm how much it will	
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		<p><u>Expiration / Renewal / Termination / Surrender of Lease :</u></p> <p>Provided always and it is hereby agreed as follows:</p> <p>a) The lease shall not be automatically renewable. That the Lessee may at any time terminate or surrender the lease hereby created before the expiry of the lease period by giving to the Lessor six (6) month's prior notice in writing or six month's rent at the then prevailing lease rate, in lieu thereof.</p> <p>b) After completion of 30 years, based on the request of the lessee, the allotment may be renewed following Clause No.11.2 (b) & 11.3 of Land Policy Guidelines or applicable Land Policy Guidelines in force and such renewal shall be</p>	<table border="1" data-bbox="1111 309 1789 624"> <tr> <td></td> <td></td> <td></td> <td></td> <td>return)</td> </tr> <tr> <td>1</td> <td>2 to 3 Years</td> <td>10 Years</td> <td>Yes</td> <td></td> </tr> <tr> <td>2</td> <td>6 Months</td> <td>2 ½ Years</td> <td>Yes</td> <td></td> </tr> <tr> <td>3</td> <td>6 Months</td> <td>1 ½ Years</td> <td>Yes</td> <td></td> </tr> </table> <p>Note: In the RFS is indicated 4 clauses no instead of 5. Pls correct</p>								return)	1	2 to 3 Years	10 Years	Yes		2	6 Months	2 ½ Years	Yes		3	6 Months	1 ½ Years	Yes		
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		subject to the approval of the Board / Ministry.		
22	Clause 5 Page 55		If the land is surrendered after 2 years with a 6-month notice period and payment of 6 months' rental, will there be any additional charges applicable apart from this? There is no specific indication or information provided in the tender regarding this scenario.	No further charges. However, if any pending dues in respect of lessee will be remitted by the lessee.
23	Suggestion		Request you to provide provision to carry forward MGT short fall quantity for block for 8 years.	Not acceptable
24	General		If there is only one participant in the auction for that plot, will their bid be considered, even if it meets the qualification requirements or will it be rejected, please clarify.	Please refer Tender Clause 5.9
25	General		Is it possible to transfer land from a parent company to a newly formed SPV and will there be any charges associated with the transfer. Please clarify.	Please refer Tender Clause 4.2.28
26	General		Please clarify foreign entity having experience in renewable sector bidding through an Indian 100% subsidiary company is eligible for bidding.	Yes. The Foreign Company having experience in renewable sector bidding through an Indian 100% subsidiary company is eligible for bidding subject to the condition that the Foreign Company has to

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				comply with the regulations such as the Foreign Company has to register a liaison office in India to carry on its operations in India after getting RBI or Government approval.
27	General		VOCPA will ensure that the winning bidder has a clear title to the land, that the area has been cleared, and that there are no encroachers. Please clarify	yes
28	General		Please clarify whether VOCPA will allow bidders the right of way to construct an access corridor connecting the plots to the jetty for material transportation through pipelines?	On payment of way leave charges, Port will issue permission for laying pipeline from Jetty to storage plot.
29	General		The sequence and time duration of each activity after the bid submission are not clearly specified in the RFS. Kindly provide a detailed timeline with clear milestones, starting from the bid submission to the handover of the land and up to the completion of the development work. whereas given time line refers the payment perspective only.	Allotment of Land will be handed over as early as possible after completion of Tender Evaluation and further official procedures as per LPG Guidelines.
30	Page 4	The above said land is proposed for Industrial purpose such as Petrochemical / POL Industries, LPG / LNG, Green Ammonia / Green Hydrogen,	On page 4, para 6, it is mentioned that the proposed industries for Green Hydrogen and Ammonia are acceptable. However, clause 1.2 page 5 ,does not specify the purpose for Green Hydrogen/Ammonia.	Block A (Reclaimed land to North of North break water) A-017-02-00, A-017-03-00 and A-017-05-01 are earmarked for Non-

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		<p>Manufacture of Food Products, Manufacture of wearing apparel, Manufacture of Chemical & chemical products, Manufacture of fabricated metal products, Manufacture of machinery and equipments, Manufacture of Motor Vehicles, others manufactures (toy, sports goods etc.), stacking yard, Warehouses etc., & Free Trade Warehousing Zone (FTWZ), renewable energy(Solar, Wind) and having experience in the field of Export or Import of various cargoes through Port.</p> <p>Tender clause 1.2</p> <p>The firm should have successfully been running / having previous experience in operating (or) handling of cargoes, containers and stacking in the Port / outside area (or) having previous experience in setting up of Industry such as Petrochemical / POL Industries, LPG / LNG, Manufacture of food products, Manufacture of wearing apparels, Manufacture of Chemical & Chemical</p>	<p>Kindly clarify whether the land can be used for the proposed Green Hydrogen/Ammonia plant or not</p>	<p>Hazardous storage area(Green Hydrogen/Ammonia)</p>

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		<p>products, Manufacture of fabricated metal products, Manufacture of machinery and equipments, Manufacture of motor vehicles, others manufactures (toys, sports goods etc.), Any Assembling works, Warehouses, Free Trade Warehousing Zone (FTWZ), Manufacture of fly ash bricks / concrete blocks etc. Renewable Energy (Solar / Wind) or having experience in the field of Export or Import of various cargoes through Port. The Tender having experience in any above field can also apply the plot for setting up of any industry as per CRZ category. The Tenderer should furnish the details of experience in the respective field during last three years. In case the bidder is not having any previous experience, the experience of the parent company / subsidiaries / step-down subsidiaries shall be considered. The bidder should have been furnished Corporate structure of the bidder and its holding company certified by its Auditor, Board Resolution of the holding company before the bid</p>		

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		<p>submission date that the bidder to use the experience credentials of the parent company / subsidiary company / step-down subsidiary companies or Board Resolution of the holding company before the bid submission date authorizing the Director / Directors of the Holding Company for issuing certificate that the bidder to use the experience credentials of the parent company / subsidiary company / step-down subsidiary company. All the supporting documents shall be attested by Notary and should be produced / uploaded along with the bid documents.</p>		
31	Clause 4.2.25 - page 28	<p>V.O.Chidambaranar 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 Tamil Nadu 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</p>	<p>As per the tender requirements, allottees need to obtain approvals from authorities like the Tamil Nadu Pollution Control Board and Coastal Regulatory Zone (CRZ). From the drawings, it seems that a large part of the land is below the High Tide Line (HTL). Considering CRZ norms, which may restrict certain constructions, we kindly request your guidance on how the VOCPA port can support us in developing buildings or facilities while adhering to these regulations.</p>	<p>VOC Port to be recommended the proposal to obtain approvals from Tamil Nadu Pollution Control Board and Coastal Regulatory Zone (CRZ).</p>

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		<p>force from time to time. V.O.Chidambaranar 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 Ports, Shipping & Waterways Government of India are not granted / belatedly granted. VOCPA may facilitate such permission to the extent possible.</p> <p>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.</p>		