

File No: TRA-MARS/4/2025-TrafficSrDTM(1) (Comp No: 6764)/D.152 Date: 27.02.2025

# TRADE NOTICE

## MGT-based Incentive Scheme for Dry Bulk Cargo - Reg.

It is proposed to have a Minimum Guaranteed Throughput (MGT)-based Incentive Scheme for Dry Bulk cargo handled at the Port, as below.

Dry Bulk cargo handled per Financial Year (import	Rebate on Wharfage
and export) (foreign & coastal combined) at the Port	(Rs. per MT)
excluding the cargo handled for NTPL and TTPS,	
Coal handled for TNPL, cargo already covered	
under any MGT Scheme and the cargo handled by	
JSW at NCB-III (MT)	
5,00,000 to 10,00,000	15
10,00,001 to 15,00,000	20
15,00,001 to 20,00,000	25
20,00,001 and above	30

### Terms & Conditions:

- 1. The Scheme shall be valid for a period of two years from 01.04.2025 to 31.03.2027.
- 2. The customers are free to join the Scheme at any time before the closure of the Financial Year for that year.
- 3. The customers who desire to avail the Scheme shall execute a Memorandum of Understanding (MOU) in duplicate with VOCPA, guaranteeing the Dry Bulk cargo (import and export) (foreign & coastal combined) they plan to handle (MGT) per Financial Year. In the case of multiple cargoes, MGT shall be provided separately for each cargo, apart from the total MGT, for availing the Scheme.

4. The MGT shall be offered on a Financial Year basis.

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- 5. The customers shall submit a Bank Guarantee (BG) for Wharfage for the MGT, as applicable for "Foreign Cargo at Zone A" as per the Scale of Rates (SoR) of VOCPA, after deducting the rebate applicable for the MGT, plus applicable GST (currently, 18%). In the case of multiple cargoes, the BG for Wharfage for the MGT shall be at the rate of the highest Wharfage among the cargoes listed for MGT with the same process.
- 6. The BG shall be drawn in favour of the FA&CAO, VOC Port Authority, payable at the Tuticorin branch of any scheduled bank.
- The BG for MGT for 2025-26 shall be valid till 30.06.2026 with a claim period up to 30.09.2026; and the BG for MGT for 2026-27 shall be valid till 30.06.2027 with a claim period up to 30.09.2027.
- The MGT shall be accounted based on the Name & IE Code in the customs documents; Out of Charge (OOC) for imports, Let Export Order (LEO) for exports and Bill of Coastal Goods (BoCG) for coastal cargo.
- The customers availing the Scheme shall submit the relevant OOC / LEO / BoCG for each ship call for proof of ownership of cargo; and they will be allowed the rebate on the applicable Wharfage for each ship call based on the total MGT committed for the Financial Year.
- 10. The customers with multiple cargoes listed for MGT in the MOU shall not be required to achieve cargo-wise MGT for availing the rebate under the Scheme if they achieve the total MGT for the Financial Year.
- 11. If the customers fail to achieve the MGT at the end of the Financial Year, they shall pay Wharfage for the shortfall volume at the rate of the Wharfage applicable for the said cargo as per the SoR of VOCPA, after deducting the rebate applicable for the MGT, plus applicable GST (currently, 18%) within 75 days of completion of the Scheme. In the case of multiple cargoes listed for MGT in the MOU, the following process will be adopted.

For instance, when the customer has achieved the MGT for 2 cargoes out of 3 listed for MGT in the MOU, the customer needs to pay the applicable Wharfage for the shortfall in the 3rd cargo. However, in case the customer has exceeded the MGT in the 2 cargoes out of the 3, shortfall in the 3rd cargo can be adjusted against the volumes in excess of the MGT in the 2 cargoes, and only the remaining shortfall needs to be compensated. In case the MGT is exceeded in one cargo with shortfall in the other 2 cargoes, the overall shortfall in MGT will be assigned for the 2 cargoes in proportion to their respective MGT for recovery of Wharfage for the shortfall volume.

The BG will be returned to the customers on payment of the above. In case the customers fail to pay the same, the BG shall be encashed by VOCPA for equivalent sum, without any prior notice.

- 12. In case the customers who have executed the MOU for MGT with VOCPA handle any Dry Bulk cargo other than that listed in the MOU, they shall have the option to include such cargo in the computation of MGT by submitting the relevant OOC / LEO / BoCG for proof of ownership of cargo. In such an event, the said cargo shall also be eligible for rebate as per the Scheme. However, since the said cargo does not have any specified MGT, payment of Wharfage for any shortfall in the MGT will be as per the cargo listed for MGT in the MOU.
- 13. In the event of discontinuation of NCB-II operations by VOCPA, the Scheme will cease to operate. The annual MGT as per the MOU will be discounted on pro-rata basis for closure of the Scheme; for instance, if the event occurs after nine (9) months from commencement of the Scheme, MGT will be revised to 75% (9/12) of the original.

The customers desiring to avail the Scheme may furnish the MOU and BG in the attached formats.

TRAFFIC MANAGER

То

- 1. Tuticorin Ship Agents' Association (TSAA)
- 2. Tuticorin Customs Brokers' Association (TCBA)
- 3. Tuticorin Stevedores' Association (TSA)
- 4. All development partners / Stakeholders of VOC Port

Copy to: PS to CPA / PS to Dy. CPA / HODs / All Officers of Traffic Department.

### Minimum Guaranteed Throughput (MGT)-based Incentive Scheme for Dry Bulk Cargo

## Memorandum of Understanding (MOU) (in duplicate)

То

The Traffic Manager VOC Port Authority Tuticorin - 628 004

Ref: VOCPA Trade Notice No: TRA-MARS/4/2025-TrafficSrDTM(1) (Comp No: 6764) dated 02.2025.

1. We, M/s ...... having IE code\_\_\_\_\_, hereby guarantee to handle the following Dry Bulk cargo (import and export) (foreign & coastal combined) (excluding the cargo handled for NTPL and TTPS, Coal handled for TNPL, cargo already covered under any MGT Scheme and the cargo handled by JSW at NCB-III) at VOC Port in the Financial Year --

S. No.	Cargo	MGT (MT)
1.		
2.		
3.		

2. We hereby furnish an irrevocable Bank Guarantee (BG) in favour of the FA&CAO, VOC Port Authority for Wharfage as specified in the Trade Notice amounting to Rs...../- (Rupees in words) towards MGT.

3. We hereby agree that in the event of failure to achieve the MGT, we shall remit Wharfage for the shortfall volume as per the Trade Notice; and in the event of non-payment, VOCPA shall be free to encash the BG for equivalent sum, without any prior notice.

4. We have read and understood the Trade Notice referred above, and undertake to abide by all the terms and conditions, therein.

Name of Signatory & Designation with signature and seal of the customer with address

#### Acknowledgement:

VOCPA hereby accepts the MOU of M/s ------ for the "MGT-based Incentive Scheme for Dry Bulk Cargo" as per the Trade Notice No: TRA-MARS/4/2025-TrafficSrDTM(1) (Comp No: 6764) dated \_\_\_02.2025.

# Minimum Guaranteed Throughput (MGT)-based Incentive Scheme for Dry Bulk Cargo

#### Proforma Bank Guarantee

То

The FA & CAO VOC Port Authority Tuticorin – 628 004

Bank Guarantee No	Amount of Guarantee
Date of issue	Date of Expiry
Last Date of Lodgement of claim	: (3 months from expiry of Bank Guarantee)

The conditions under which the Bank Guarantee shall be encashed are as under:

- 1. Non-payment of Wharfage for the shortfall volume in the event of failure to achieve the MGT in the Scheme period shall entitle VOCPA to encash the Bank Guarantee, as per the Trade Notice.
- 2. The Bank hereby undertakes to pay the amount due and payable under this Guarantee without any delay and demur or protest, merely on a demand from VOCPA. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Bank Guarantee.
- 3. The Bank undertakes to pay to the Beneficiary, money so demanded, not withstanding, any dispute or disputes raised by MGT provider (s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present Guarantee being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder. Our liability to pay is not dependent or conditional on the Beneficiary proceeding against the MGT provider (s).
- 4. That, this Guarantee shall remain in force up to and including date 30.06.2026 / 27 (as applicable) and any demand in respect thereof should reach the Bank not later than such date.
- 5. That, this Guarantee shall not be discharged by any change in the constitution of ......(name of MGT provider) or of the Bank.

- 6. That, this Guarantee shall be payable on submission of a request letter for revocation at ......branch with Code No. .....and IFSC No...... at Tuticorin.
- 7. The liability of the Bank is restricted to a maximum of Rs.....(Rupees in words).
- 8. That, the Guarantee shall remain in force until 30.06.2026 / 27 (as applicable).
- The Bank is liable to pay the Guaranteed amount or part thereof under the Bank Guarantee if VOCPA serves upon the Bank a written claim or demand on or before 30.09.2026 / 27 (as applicable) (i.e. three months from the date of expiry of 30.06.2026 / 27) (as applicable).

Dated, the ......Day of ......2025.

(Signature of authorized person of the Bank)

Signature of Witness (name and address of Witness)

Name of Signatory & Designation with Seal of the Bank with Address.