



V.O.CHIDAMBARANAR PORT AUTHORITY

(IMS - ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 & ISPS COMPLIANT PORT)

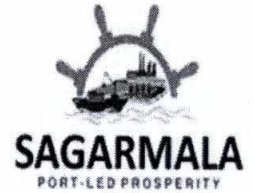
MINISTRY OF PORTS, SHIPPING AND WATERWAYS

GOVERNMENT OF INDIA

MEE DEPARTMENT

Administrative Office, Harbour Estate, Tuticorin-628 004.

Website: www.vocport.gov.in



No. MEE/CMEP1/MEC/4HMC/V1/24. 11 87

Date: 24.07.2024

CORRIGENDUM - I

Name of the Work: Deployment of 4 numbers of new HMCs of 100 Ton capacity or above at VOC Port operated berths on License mode for a period of 10 years- Reg.

Reference : MEE/CMEP1/MEC/4HMC/V1/24 (CPP Tender ID: 2024_VOCPT_200229_1)

| Sl. No. | Description | Existing | To be Read as. |
|---------|---|---|--|
| 1 | NIT | 4. Last Date & time of Submission of Bid – 25.07.2024 at 15 : 00 Hrs 5. Date & time of bid opening - 26.07.2024 at 15 : 30 Hrs | 4. Last Date & time of Submission of Bid – 01.08.2024 at 15 : 00 Hrs 5. Date & time of bid opening – 02.08.2024 at 15 : 30 Hrs |
| 2 | Section IV 4.1 of Scope of work of licensee | <p>Section IV 4.1 of Scope of work of licensee - Deployment, and Operation & Maintenance of Harbour Mobile Crane (HMC) of not older than 5 years as on NIT date from the date of commissioning with 100-Ton capacity or above from the date of commissioning. The license period will be for a period of 10 (ten) years. Deployment of old cranes will be considered subject to proper fitness certificate from OEM</p> <p>The prospective bidders are advised to visit the Port with prior intimation to Chief Mechanical Engineer, VOC Port Authority and inspect the General Cargo berths where the HMCs would be working after installation. The Port intends to install 04 nos. 100 Ton or above HMC. However, VOCPA reserves the right to vary no. of cranes to be deployed as per the requirement of the VOCPA</p> | <p>Section IV 4.1 of Scope of work of licensee - Deployment, and Operation & Maintenance of 100-Ton capacity or above, new / old Harbor Mobile Cranes (HMC(s)). In case of old HMC(s), the HMC(s) shall be replaced on or before attaining the age of 15 years from the date of its initial commissioning. The firm shall inform VOCPA of the action taken with documents for timely replacement of the HMC(s) one year before the subject HMC(s) attain the age of 15 years. Deployment of old HMC(s) shall be allowed subject to certification on performance and fitness of crane by OEM.</p> <p>The prospective bidders are advised to visit the Port with prior intimation to Chief Mechanical Engineer, VOC Port Authority and inspect the General Cargo berths where the HMCs would be working after installation. The Port intends to install 04 nos. 100 Ton or above HMC. However, VOCPA reserves the right to increase or decrease no. of cranes to be deployed as per the requirement of the VOCPA at the time of finalization of this</p> |

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| | | at the time of finalization of this tender depending on the prevailing situation. | tender and during the License period depending on the prevailing situation. |
| 3 | Section IV 4.3 Design Criteria | Year of manufacture - Not older than 5 years as on NIT date | Year of manufacture – The age of HMC(s) shall be less than 15 years at any point of time during the license period of 10 years or extended period of five years. |
| 4 | Section IV 4.3.2 of Scope of work - a & b OPERATION OF CRANES: | <p>Section IV 4.3.2 of Scope of work - OPERATION OF CRANES:</p> <p>a. The license period shall be Ten (10) years from the date of Signing of Agreement</p> <p>b. Bidders are required to operate HMCs as per requirement round the clock for the license period of Ten (10) years. Licensee shall take back the deployed cranes and grabs after completion of Ten (10) years period.</p> | <p>Section IV 4.3.2 of Scope of work - OPERATION OF CRANES:</p> <p>a. The license period shall be Ten (10) years from the date of commencement of work.</p> <p>Port at its discretion may extend the contract period for a further period of five years.</p> <p>The age of HMC(s) shall be less than 15 years at any point of time during the license period of 10 years or extended period of 5 (five) years.</p> <p>The extension of license period is subject to certification on performance and fitness of crane by OEM.</p> <p>b. Bidders are required to operate HMCs as per requirement round the clock for the license period of Ten (10) years. Licensee shall take back the deployed cranes and grabs after completion of License period.</p> |
| 5 | Section IV 4.14 of Scope of work of licensee – Shifting of HMC | <p>4.14 SHIFTING OF HMC:</p> <p>If there is a requirement to shift the HMC in the interest of the Port operation, the licensee has to shift their crane to a suitable place as per the direction of EIC without any cost and risk to Licensor.</p> | <p>4.14 SHIFTING OF HMC:</p> <p>If there is a requirement to shift the HMC in the interest of the Port operation, the licensee has to shift their crane by road transport to a suitable place as per the direction of EIC without any cost and risk to Licensor.</p> |
| 6 | Section IV 4.3 of Scope of work of licensee - Design Criteria | <p>4.3 Design Criteria</p> <p>Reach, Hook Height, Lifting capacity: Min. crane outreach 45 -48 Mtr, Hook height 50m, Lifting capacity @ max out reach– 30 to 35T Mode of operation: Both hook and grab, Diesel / Electrically / hybrid</p> <p>Grabs – 2 Nos. per crane (one for handling coal and other for handling fertilizers and copper concentrate): Suitable for handling copper concentrate, fertilizer, sulphur, coal etc.</p> | <p>4.3 Design Criteria</p> <p>Reach, Hook Height, Lifting capacity: Maximum Crane outreach is 45 Mtrs</p> <p>Both hook and grab, Diesel / Electrically / hybrid</p> <p>Grabs – 2 Nos. per crane (one for handling coal and other for handling fertilizers and copper concentrate): Suitable for handling copper concentrate, fertilizer, sulphur, coal etc.</p> |

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| 7 | Clause NO.1.4 of Section I NIT. | Addition of Clause of 1.4 c) | The bidder shall submit No Pending due Certificate obtained from VOCPA, if the bidder having business relationship with VOCPA. |
| 8 | Clause No.4.7 of Section 4 | Maintenance : | (In conjunction with Clause No.4.7 of Section 4) The bidder shall carry out all maintenance activity with intimation to the Port and submission of documents in this regard on Monthly basis. |


CHIEF MECHANICAL ENGINEER

V.O.CHIDAMBARANAR PORT AUTHORITY
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

No. MEE/CMEP1/MEC/4HMC/V1/24. 1186

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Date: ~~23~~ .07.2024

TENDER PRE BID QUERIES AND CLARIFICATIONS

Name of the Work: Deployment of 4 numbers of new HMCs of 100 Ton capacity or above at VOC Port operated berths on License mode for a period of 10 years

Reference : MEE/CMEP1/MEC/4HMC/V1/24 (CPP Tender ID: 2024_VOCPT_200229_1)

| Sl No. | Prospective Bidder | Page | Clause No. | Clause Title | Existing Clause / Specification Requirement | Clarification Requested | VOCPA Reply on Pre bid queries |
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| 1 | IRC Natural Resources Pvt. Ltd | 34 | 3.26 | | The License period is for a period of Ten years from the date of commissioning of the crane inside the Port. | Can the licence period in case of new crane be extendable for another 5 years | Refer Corrigendum -I |
| 2 | IRC Natural Resources Pvt. Ltd | 43 | 5.4 | | The bidder shall quote revenue share which will be paid per month for the revenue earned during the month. | We presume the revenue share would be computed as a percentage of VOCPA approved rate as given in Annexure F. In our opinion, the tariffs given in Annexure-F are low. Even the rate per ton of foreign dry bulk cargo @ Rs. 57.90 does not appear to be a viable rate under the | Tender condition stands. Kindly refer Section III GCC Clause no. 3.29 and Annexure F. |



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| | | | | | | suggested revenue sharing method stipulated in the tender. We, therefore, suggest review of the tariffs. | |
| 3 | IRC Natural Resources Pvt. Ltd | | | General | Cargo | Kindly advise if there is any cargo which would not be allowed to be handled at the berths where the cranes tendered for would be operated. | All Cargo (dry bulk, break bulk and ODC cargos) shall be handled at the berths. |
| 4 | IRC Natural Resources Pvt. Ltd | 45 | 5.11 | | Lease Rent: The licensee shall have to pay lease rent for the HMCs at the prevailing rate (indicative rate - Rs.416.75 per sq.m per annum (w.e.f 01.07.2022) for the occupational area of the HMCs. | Lease rental levied for the area occupied for cargo handling equipment is not an usual practice in other ports. Can this lease rental be waived. | It is clarified that the area allocated to contractor required for office and stores shall be charged as a lease rent as per the prevailing commercial rates. |
| 5 | IRC Natural Resources Pvt. Ltd | | | | | Projected total volume of cargo for the next 5 years with break-up for dry bulk, break bulk and ODC cargos. | VOCPA does not provide any cargo guarantee. |
| 6 | IRC Natural Resources Pvt. Ltd | | | | | We note that this project is for providing HMC operation in berth nos. I, II, III, IV, V and VI. Kindly advise us what are the total nos. of berths at VOCP and how many berths are having mechanized cargo | The following are the details of Berths of VOCPA 1. Berth 1 to 4 – Port owned cranes / HMC Operation 2. Berth 5 & 6 – HMC Operation 3. Berth 7 to 9 – Container |

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| | | | | | | handling system. Also how many HMCs are operating at the VOC port. | <p>Terminal</p> <p>4. Berth (CJ-I) – Captive berth</p> <p>5. Berth (CJ-II) – Under revamping</p> <p>6. Berth (NCB-I) – Captive berth</p> <p>7. Berth (NCB-II)- Under NCLT</p> <p>8. Berth (NCB-III) – Dry bulk berth – Awarded on PPP - Under implementation</p> <p>9. Berth (Oil jetty) – Oil Jetty</p> <p>Currently three HMC's are in operation. Out of three, one HMC is deployed in NCB-II temporarily.</p> |
| 7 | IRC Natural Resources Pvt. Ltd | | | | | Out of the total cargo volume, how much cargo will be handled in berth nos. I to VI? | VOCPA does not provide any cargo guarantee. |
| 8 | IRC Natural Resources Pvt. Ltd | | | | | What will be the volume of cargo to be handled by the proposed 4 nos. HMCs? | VOCPA does not provide any cargo guarantee. |
| 9 | IRC Natural Resources Pvt. Ltd | | | | | What will be the minimum guaranteed cargo per crane under this project? | VOCPA does not provide any minimum guaranteed cargo per crane under this project. |

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| 10 | IRC Natural Resources Pvt. Ltd | | | | | If one bidder provides 2 nos. HMCs and after some time there is not enough cargo to operate 2 HMCs, would the bidder be allowed to remove one HMC from the VOCP? | Please refer the tender conditions. However, if there is any unforeseen development / change in infrastructure or cargo handling mode, VOCPA will take necessary decision at an appropriate time. Kindly refer Clause No. 3.27 of GCC |
| 11 | IRC Natural Resources Pvt. Ltd | 90,40 | Annexure-F Cl. 4.8.2 | | Tariff (Indicative) : For Dry Bulk Cargo, Minimum Guaranteed Efficiency (Berth Day Output) is 12500 MT/day. At this level, the rate for Foreign Cargo is Rs.57.90 per ton and for Coastal Cargo is Rs.34.74 per ton. | As explained to you, in our opinion, the project is not viable at these prices and hence, should be reviewed. Also, kindly advise average percentage of Coastal cargo to be handled. | Kindly refer reply at Sl.No..2 |
| 12 | IRC Natural Resources Pvt. Ltd | | | | Price Variation Clause | Kindly advise applicable Price Variation Clause both in terms of WPI as well as HSD price variation. | The tariff rates for cargo handling services will vary based on changes in the Wholesale Price Index (WPI). And 60% of WPI Indexation on tariff if any declared by IPA, will be effective from April every year. |
| 13 | IRC Natural Resources Pvt. Ltd | 19, 20 | 2.11.6.2 | | Cover A : Items (x), (xi), (xii), (xiii) and (xiv) | These items are required at the time of execution of the project and, as such, should be dealt with after award of | Tender condition stands. Refer Section VII Annexure A for list of documents to be uploaded, in which not applicable forms are |

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| | | | | | | contract. It is therefore, suggested that submission of these documents along with the Bid may kindly be waived. | also indicated. |
| 14 | IRC Natural Resources Pvt. Ltd | 25 | 2.13.5.1 | | The successful bidder (Licensee) shall furnish an amount of 3% of contract price | Kindly indicate contract price. | The 5% of the Performance Guarantee amount will be worked out in line with the EMD computation (EMD has been taken as 2% of contract price). |
| 15 | IRC Natural Resources Pvt. Ltd | 39 | 4.7 | | Preventive Maintenance : For routine preventive maintenance, each crane will be allowed one & half hours daily and three days in a month. | As major maintenance work takes much longer time, it is suggested that 3 days in a month be allowed to be accumulated over a period of one year. | Tender condition stands. Moreover, In conjunction to Clause no 4.7 of Section IV of scope of work, bidder shall carry out all maintenance activity with intimation to port. |
| 16 | IMCOLA CRANE COMPANY P LTD | 8 | Section I – NIT1.3- Brief Work Description | | Scope of Work involves Financing, Deployment, Operation, Maintenance and Repair of 4 numbers of HMCs of not older than 5 years as on NIT date from the date of commissioning with 100-Ton capacity or above at VOC Port operated berths for handling cargoes on License mode for a period of 10 years as per | Request the Port to consider the age of the crane(s) to be less than 11 years as on NIT date. The contract shall be in line with the life of the crane(s) of the successful bidder. | Refer Corrigendum -I |

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| | | | | | Contract Agreement | | |
| 17 | IMCOLA CRANE COMPANY P LTD | 10 | Section I- NIT1.4. a) Financial Capability | | The Income tax return, Profit & Loss statement and Balance sheet for the last three financial years ending on 31.03.2024 duly certified by the Chartered Accountant shall be uploaded by the bidder. | Request the Port to consider the provisional financials for the financial year 2023-24 since the audits are in progress and would be completed by the end of Sep 24. | The Income tax return, Profit & Loss statement and Balance sheet for the last three financial years ending on 31.03.2023 duly certified by the Chartered Accountant shall be uploaded by the bidder. |
| 18 | IMCOLA CRANE COMPANY P LTD | 37 | Section II Instructions to Bidders 4.3.2. d Operation of Cranes | | The proposed Harbour Mobile Cranes are required to work in berth Nos. I, II, III, IV V, VI and any other berths at the discretion of VOC Port Authority | Request the Port to advice the Berth numbers/Name/Location and the evacuation facilities available in other than berths I to VI. Request the Port to be fair and equitable and not allow crawler cranes and any other such cranes in the allocated berths of the successful bidders during the license period. | Currently NCB – II Berth is under NCLT. Based on the order of NCLT, the cargo may be handled at NCB II by Concessionaire or Port It is to further clarify that NCB-III berth to be operated by M/s. JSW. Kindly refer Section III GCC Clause No. 3.29 & Clause No.4.13 of SCC which stands. HMCs will be deployed as per the requirement of Traffic department/trade notice. Port may consider permit/deploy other cranes depends on trade requirement. |
| 19 | IMCOLA CRANE | | General | | Requirement of Cargo Details | Request the Port to provide the details of – i) Cargos | Kindly refer reply at Sl.No 5. |

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| | COMPANY P LTD | | | | | which are handled from berth no I,II,III,IV,V & VI for the last three financial years and projected cargo of these berths for the proposed license period. ii) Overall Port's past 3 years volume and the projected volume berthwise for the license period including NCB I & NCB II, CJ II, etc. | |
| 20 | IMCOLA CRANE COMPANY P LTD | 36 | 4.3 General Condition | | Power Supply of the operation. | Request the Port to provide the Tapping Point Power Supply location and Incoming Voltage details for the HMC operation. Power supply of the operation to be LT since we need to move the HMC from One Berth to another Berth. | The bidder can tap electric power from the nearest possible locations. However, the scheme of power supply layout will be determined based on level of voltage, power demand, type of connection, etc and hence it will be finalised based on site requirements and crane specifications. |
| 21 | IMCOLA CRANE COMPANY P LTD | | Shifting Of HMC | | If there is a requirement to shift the HMC in the interest of the Port operation, the licensee has to shift their crane to a suitable place as per the direction of EIC without any cost and risk | Request the Port to bear the additional/Actual cost for shifting the crane(s) from one berth to another berth through Vessel/Barge. | Refer Corrigendum-I. |

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| | | | | | to Licensor. | | |
| 22 | IMCOLA CRANE COMPANY P LTD | 36 | 4.3 Design Criteria | | Reach, Hook Height, Lifting capacity: Min. crane outreach 45 -48 Mtr, Hook height 50m, Lifting capacity @ max out reach– 30 to 35T Mode of operation: Both hook and grab, Diesel / Electrically / hybrid Grabs – 2 Nos. per crane (one for handling coal and other for handling fertilizers and copper concentrate): Suitable for handling copper concentrate, fertilizer, sulphur, coal etc. | Request the Port to clarify on the specifications as only those Cranes having a capacity of much more than 124T will match the hook height of 50m and lifting capacity of 30 T at Max radius. Request the Port to modify this requirement.. | Refer Corrigendum-I. |
| 23 | IMCOLA CRANE COMPANY P LTD | Page 3-6 | EMD | | The Bidder other than MSE Unit should pay the EMD through online payment gateway mode in CPP E-tendering Portal or shall submit the EMD in the form of Insurance Safety Bonds, Account payee Demand Draft.... | Request the Port to clarify whether selection of “offline” option would be available in the CPP E tendering Portal at the time of submission of bids (EMD section) which enables the bidders to mention the documentary reference details and allows to upload the copy of the document for those bidders who will submit the EMD by way of Account | Tender condition stands. The bidders may submit the EMD as per the provisions mentioned in the tender. The documents shall be uploaded in CPP and to reach the MEE department, VOCPA before the stipulated bid submission timeline. |

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| | | | | | | Payee Demand Draft, Fixed Deposit Receipts, Bank Guarantee, etc. | |
| 24 | IMCOLA CRANE COMPANY P LTD | Page 45 | 5.11 Lease Rent | | The licensee shall have to pay lease rent for the HMCs at the rate of Rs. Rs.416.75 per sq.m per annum (w.e.f 01.07.2022) for the occupational area of the HMCs. Such amount shall be paid by the Licensee in early installments in advance. The lease rent payable each year is subject to revision and escalation due for every year. | Request the Port to define the basis of annual escalation. | The present rate of increase of annual escalation is 2% and revision of Land SoR is once in 5 years. |
| 25 | IMCOLA CRANE COMPANY P LTD | Page 41 | 4.13 Flexibility in operation | | It will be ensured that quantity of cargo to be handled by the HMCs during the financial year will be rationalized based on capacity as well as availability of HMCs. | Request the Port to clarify this clause. | Tender condition stands |
| 26 | IMCOLA CRANE COMPANY P LTD | Page 23/Evaluation & Comparison | Evaluation of Techno Commercial Bid/2.12 | | i) The documents uploaded by the bidder as specified in Form XVII read with Section II, Clause 2.11.6.2 (ii), will be evaluated basing on the performance certificate / work | As per Clause 2.11.6.2.(ii) eligibility information with regard to "Similar Work Past Experience (Form IV, Form IV A and Form IV B) are not applicable. As per Clause | Tender condition stands. Refer Section V SCC Clause No. 5.5. Documents Establishing Bidder's Eligibility & Qualification. |

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| | | of Bid/2.1 2.3 | .3.1/clause (i) and clause (ii) | | completion certificate of similar nature of the work and value of the work fulfilling the eligibility criteria. ii) The financial capability will be evaluated based on the information provided in Form XVI of Annexure A read with Section II, clause 2.11.6.2 (iii). | 2.11.6.2.(iii) eligibility information with regard to Financial Capability Form III is not applicable. Request the Port to clarify whether Form XVII and Form XVI still to be submitted with the techno-commercial bid. | Also refer reply at Sl.no 13 in connection with this point. Form XVII and Form XVI is required to be submitted. |
| 27 | IMCOLA CRANE COMPANY P LTD | 90 | Annexure F | | The rate for General Cargo = Rs.57.90 quoted for slab ranges between 12000-12999 and the rate quoted for Over Dimension Cargo of Rs.3,76,037 per shift and rate per hour 47,005/- | <ol style="list-style-type: none"> 1. These rates are low and request the Port to kindly review the rates of break bulk and ODC Cargo (like Windmill and Machinery cargos). 2. The base slab for cargo shall be for 15,000MT/per day/per crane as the slab rates below 15,000MT is unviable. 3. At present two crawler cranes are working in Port which are charging more than the prescribed price given in this tender. 4. The total cost (capex + opex) of operating a crane by diesel is comparable | Kindly refer reply at Sl.no 2. |

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| | | | | | | with operating the crane by electricity. Both prices tend to fluctuate. We suggest to maintain the same tariff for both diesel and electrically driven cranes | |
| 28 | IMCOLA CRANE COMPANY P LTD | Page No.25/ /2.13.5.1 | PERFORMANCE SECURITY DEPOSIT or PERFORMANCE GUARANTEE | | The Licensee shall furnish the BG towards performance security by the issuing bank directly to the Port through SFMS mode. This will not bear any interest. Bank Guarantee, obtained from the Nationalized Bank /Scheduled bank in the format prescribed, shall be in compliance with for a digital confirmation for the Bank Guarantee and the BG not complying with this shall not be considered. | Request to clarify as to “digital confirmation for the Bank Guarantee” also request the Port to consider the hard copy (manual) of the Bank guarantee as well for this purpose. | Kindly refer reply at Sl.no 23 |
| 29 | IMCOLA CRANE COMPANY P LTD | Page 19 | Section III Instruction to Bidders 2.11.6.2. | | Scanned copy of GST,ESI,EPF,ESI Registration Certificates | EPF, our employees are covered by IMC STAFF PF Trust, hence request the Port to allow us to submit the copy of IMC Staff PF Trust | Since this requirement is a statutory compliance, the request may be considered subject to provisions available under Government Rules and Regulations. |



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| | | | v | | | registration certificate. | |
| 30 | IMCOLA CRANE COMPANY P LTD | Page 24 | Section III Instruction to Bidders – 2.12.4.3 | | The financial evaluation shall be made on the basis of Revenue Share indicated in the Price Schedule/ Bill of quantity. VOCPA is not bound to accept the highest quoted offer. Conditions, if any, with Price Bid shall not be considered for any purpose. | Please clarify “VOCPA is not bound to accept the highest quoted offer” | Tender condition stands. It is clarified that VOCPA will analyse the price bids and take appropriate decision on finalising the bids. |
| 31 | IMCOLA CRANE COMPANY P LTD | Page 25 | Section II – Instruction to the Bidder – 2.13.5.1 | | The successful bidder (licensee) shall furnish an amount of 3% of contract price as Performance Security... | Request the Port to clarify the Contract Price referred in this clause. | Kindly refer reply at Sl.no 14 |
| 32 | IMCOLA CRANE COMPANY P LTD | Page 34 | Section III – GCC- 3.28 No Compensation | | No compensation whatsoever shall be payable by the Port to the licensee on termination/preclosure of the license prior to the expiry of the license period. | The Port should compensate the successful bidder in case of pre-termination by the Port at its discretion/ pre-close the contract based on Port development plans, Scenario, unavoidable situations, having invested high capex and committed with the Port | Tender condition stands. Kindly refer Clause No.3.27 of Section III GCC. |

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| | | | | | | for the license period. | |
| 33 | IMCOLA CRANE COMPANY P LTD | Page 90 | Annexure F | | Tariff | Request the Port to clarify on the applicable annual escalation on Tariff during the license period. | Kindly refer reply at Sl.no 24 |




CHIEF MECHANICAL ENGINEER