

**Name of work:** Allotment of Port land on “as is where is” basis for a period of 30 years on upfront / annual payment basis for setting up of ship building and ship repair facility at V.O.Chidambaranar Port Authority

**NIT No. : EST –08 / 2025 – 26**

S.No	Clause No.	Clause Description	Query	Port's reply
1	1.6	<p>Every Bidder has to participate in the e- Tender cum e-Auction process. The Commercial Bid of the technically qualified Bidder will be opened on intimation to the qualified Bidders and the technically qualified Bidders will be allowed to participate in e-auction through KEONICS portal.</p> <p>The H1 price quoted in the commercial bid (Part –II) for upfront lease for 30 years / Annual lease amount will become the Reserve price for e-auction.</p>	<p>As the tender allows bidders to quote either on an upfront lease basis or an annual lease basis, we request the Authority to clarify the methodology for determining the Reserve Price for the e-auction if two technically qualified bidders choose different modes of quoting (i.e., one on an upfront basis and the other on annual basis).</p> <p>In such a case, how will the Authority normalize and compare the financial bids to arrive at a common Reserve Price for the e- auction?</p>	Please refer Sl.No 2 of reply to queries dated 19.12.2025 published in Port Website.
2	General	-	Kindly provide the dimensions of land and the waterfront of the proposed location of the project.	Please refer Sl.No 6 of reply to queries dated 19.12.2025 published in Port Website.

S.No	Clause No.	Clause Description	Query	Port's reply
3	General	-	<p>We request clarification on the permissible uses of the allotted waterfront area under the proposed shipyard project.</p> <p>Specifically, please confirm whether the developer is permitted to:</p> <ul style="list-style-type: none"> <li>Construct jetties or other waterfront structures, and</li> <li>Undertake reclamation/dredging to modify the waterfront layout for operational purposes.</li> </ul> <p>Kindly specify any restrictions or approvals applicable in this regard.</p>	<p>The subject tender is for allotment of land and waterfront and the permissible uses of the said allotted land and waterfront shall be related to shipbuilding and repair only.</p> <p>Construction of jetties or other waterfront structures as required for shipbuilding and repair is permitted and obtaining any required prior clearances including port authority clearance viz navigational safety, operational feasibility etc. shall be the responsibility of the Lessee.</p> <p>Required dredging for the facility is the responsibility of the Lessee and undertaking reclamation to modify the waterfront layout is not permitted.</p>
4	General	-	<p>We request the authority to provide the following studies with regard to the Project site:</p> <ul style="list-style-type: none"> <li>- Soil investigation studies</li> <li>- Topography survey reports</li> <li>- Bathymetric survey of the surrounding area.</li> </ul> <p>Any other studies conducted in this regard.</p>	<p>Soil investigation studies, Topography survey reports and other reports as required shall be carried out by the Lessee with prior approval from the Port Authority.</p> <p>Regarding bathymetry survey, please refer SI.No 9 of reply to queries dated 19.12.2025 published in Port Website.</p>

S.No	Clause No.	Clause Description	Query	Port's reply
5	General	-	<p>Kindly provide clarity on the dredged depth that the Port Authority will provide along the designated waterfront for the shipyard. Please confirm:</p> <ul style="list-style-type: none"> <li>The depth that will be made available at the waterfront area, and Whether the maintenance of this depth (including periodic dredging) will be undertaken by the Port Authority.</li> </ul>	<p>It is clarified that the scope of present tender is limited to allotment of Port land and waterfront area.</p> <p>Regarding dredged depth, please refer SI.No 9 of reply to queries dated 19.12.2025 published in Port Website.</p> <p>No maintenance dredging is required in VOC Port.</p>
6	General	Bid Evaluation Methodology for Land and Waterfront Premium	<p>The tender requires bidders to quote separate premiums for both the land area and the waterfront area. We request clarification on the methodology the Authority will adopt for determining the successful bidder. Specifically:</p> <ul style="list-style-type: none"> <li>Will the Authority adopt a <b>combined/cumulative evaluation</b> of both land and waterfront premiums to arrive at the highest overall bid?</li> </ul> <p>Kindly confirm the evaluation mechanism to be applied for final bidder selection.</p>	<p>The bidder who quotes highest in land parcel will be considered as H1 irrespective of the quote for the waterfront area.</p>

S.No	Clause No.	Clause Description	Query	Port's reply
7	<b>4.2.23 Approvals From Statutory Authorities:</b>  Pg – 24	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 C Forest Department, Chief Controller of Explosives, Nagpur and other statutory clearance from various Departments as applicable under the various Acts being in force from time to time .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 and Waterways, Government of India are not granted/ belatedly granted. VOCPA may facilitate such permission to the extent possible.	In the event of delays in obtaining Environmental Clearance (EC), CRZ clearance, or any other statutory approvals <b>due to reasons beyond the control of the Lessee</b> , we request the Authority to consider granting a corresponding extension of time in the lease period, without any penal consequences to the Lessee.	Yes, may be considered subject to the reasons which are beyond the control of lessee.

S.No	Clause No.	Clause Description	Query	Port's reply
8	General	Utilities - Power Supply, Water Supply	<p><b>Power</b> - Kindly provide details of the nearest electrical power tap-off point, including the presently available sanctioned capacity. Further, in case capacity augmentation or upgradation is required to meet the project requirements, please clarify the scope, cost implications, and the party responsible for execution and bearing such costs, along with indicative timelines.</p> <p>Kindly indicate the rate at which the power will be provided for the infrastructure facility like a shipyard so as to affirm our business case.</p> <p><b>Water Supply</b> – Nearest tap-off point for fresh water supply. Authority to specify applicable rates for power supply and fresh water supply.</p>	Please refer Sl.No 17 & 18 of reply to queries dated 19.12.2025 published in Port Website.
9	4.2.5. Unforeseen situation : Pg – 21	For eventualities like de-commissioning of berths /jetties, problem in lock gates, shipping channel etc., leading to suspension / stoppage of operation for more than 15 consecutive days, due concession in MGT only for that affected period, on pro-rata basis, may be considered by VOCPA on the merit of the case, if so applied / requested by the lessee.	Kindly remove the reference of the “MGT” as the land is being awarded on Lease Model.	This clause 4.2.5 stands deleted.

S.No	Clause No.	Clause Description	Query	Port's reply
10	<b>Covenants: C</b> Pg. 45	The Lessee shall pay all charges / rates in connection with any railway siding, which the Lessor / Authorised person may allow the Lessee to use all haulage and such siding at the scheduled rates for such charges as may be fixed by the Lessor from time to time.	Kindly remove this clause as it does not have any reference to this Land lease tender	This clause Covenants 1- c stands deleted.
11	<b>General</b>	-	<p>It is understood that the land proposed to be leased under the tender is presently a Customs-notified area and is currently being used for coal storage operations.</p> <p>In this regard, we request the Authority to clarify the indicative timelines for de-notification of the land from Customs control, as well as the timelines and responsibility for removal of the existing coal stock and any associated infrastructure.</p>	Proposed site shall be handed over after custom notification and removal of existing cargo.
12.	<b>2.4 Financial Position</b>	Average annual audited financial turnover of the Tenderer during last three financial years (i.e.) 2022-23, 2023-24 and 2024-25 shall be at least 30% of the total Reserve Price as per Annexure "A"	<p>In Case of a Tenderer incorporated in <b>FY 2023</b> has the financial statement for FY 24- 25 (1 Year) only.</p> <p>In this context, we request the Authority to clarify, how will the compliance be evaluated with the financial eligibility criteria under clause 2.4.</p>	Average turnover shall be computed by dividing the respective available financial turnover by 3.

S.No	Clause No.	Clause Description	Query	Port's reply
13	1.15 Earnest Money	-	Please provide the format / specimen for Insurance surety bond or the Bank Guarantee format is to be used.	Specimen Format for Insurance surety bond attached herewith.
14	1.15 Earnest Money	-	The scanned copy of EMD in the form of Insurance Surety Bond is required to be submitted online or bidder is also required to submit the physical copy of insurance Surety Bond in original to V.O.Chidambaranar Port Authority.	The scanned copy of the Insurance surety Bond shall be uploaded online along with the bid documents. However, the original Insurance Surety Bond shall be submitted to V.O.Chidambaranar Port Authority by the bidder within one week from the date of submission of tender.
15	1.15 Earnest Money	-	In case the Original EMD (Insurance Surety Bond) is required to be submitted to V.O.Chidambaranar Port Authority, please confirm the address, contact person details and contact no. to which the original EMD (Insurance Surety Bond) is required to be couriered.	Original Insurance Surety Bond shall be addressed and submitted to:  The Chief Engineer, V.O.Chidambaranar Port Authority, Tuticorin – 628 004, Tamil Nadu.
16	General	-	Kindly confirm if any other documents would be required to be couriered to V.O.Chidambaranar Port Authority along with the Insurance Surety Bond and the timeline for the same.	No additional documents are required to be couriered unless specifically mentioned in the tender document.

S.No	Clause No.	Clause Description	Query	Port's reply
17	-	-	In response to query (Sl. No. 2), it has been mentioned that “e-auction shall be conducted only among the bidders who have quoted under the upfront mode”. In case none of the bidders quoted for Upfront mode but bidders quote only for “Annual lease rental basis”, we understand that in such case e-auction for “Annual lease rental basis” would take place.	As per the tender conditions, e-auction shall be conducted only among the bidders who have quoted under the same mode. Accordingly, <ul style="list-style-type: none"> <li>• if bids are received only under Upfront mode, e-auction shall be conducted among those bidders quoting under Upfront Lease Rental Basis.</li> <li>• If bids are received only under Annual mode, e-auction shall be conducted among the bidders quoting under Annual Lease Rental Basis.</li> </ul>
18	-	-	Bidder requests to provide extension of bid submission timeline <b>by at least 4 weeks</b> , considering preparation of bid documents, insurance surety bond, online registration and all other activities involved in bidding.	Tender will be opened as per schedule given in the Notice Inviting Tender.



**SPECIMEN FORM FOR INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT (EMD)**

*[The bank, as requested by the Bidder, shall fill in this form in accordance with the instructions indicated]*

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

To,  
The Chairperson  
VOC Port Authority,  
Tuticorin

Dear Sir,

In accordance with Invitation for Bids under your Bid Document No....., M/s (Bidder's Name) having its Registered/Head Office at (address) (hereinafter called the 'Bidder') wish to participate in the said bid for ..... (Name of the Project).

As an irrevocable Insurance Surety Bond against Bid Security for an amount of .....(\*)..... valid for days from ..... (\*\*) required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the (Name of the Insurer) having our Head Office at (address of the Insurer) guarantee and undertake to pay immediately on demand by VOC Port Authority, (hereinafter called the 'Authority') the amount of .....(\*) ..... without any reservation, protest, demand and recourse. Any such demand made by the 'Authority' stating that the contractor has defaulted under the terms and conditions of the contract shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to.....(@) If any further extension of this Insurance.

Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s (Bidder's Name) on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this ..... day of ..... 20..... at .....

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney PoA No.....

Date.....

NOTE:

1. (\*) The amount shall be as specified in the tender document.

(\*\*) This shall be the last date of bid submission deadline.

(@) This date shall be thirty (30) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Authority shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.