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Web: www.vocport.gov.in

ISO 9001 : 2015 ; ISO 14001 : 2015 ; 18001 : 2007 and ISPS CODE

No. E(C)/ F.59/PD/Cement Bulk Terminal/E 761/ 2020/D.3079

Date: 18.12.2021

CORRIGENDUM – III

To
All The Bidders

Sub: “Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O. Chidambaranar Port Trust” – Reply to Pre-bid Queries – reg.

Ref: NIT No: E(C)/ F.59/PD/Cement Bulk Terminal/E 761/ 2020. Dtd:01.12.2021

Sir,

With reference to the clarification sought by the Tenderers through E-Mail and discussion during Pre – bid meeting for the subject work held on 14.12.2021, the reply to the queries / amendment to the Tender document is attached herewith.

2. The amendment and clarification along with enclosures will form part of the Tender document to be signed in all pages by the Tenderers and to be enclosed along with the Tender documents.

Encl: As above

Yours Faithfully,
-Sd/-(18.12.2021)
Chief Engineer

V.O.CHIDAMBARANAR PORT TRUST

NAME OF WORK: “Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust”.

Sl.No	Tender Clause and Page No.	Tender condition	Queries raised by Bidder	Clarification / Amendments by the Port
1.	No Clause	No Clause	Statutory approvals Port should share the information and CRZ approvals already taken by (VOC Port) for handling and construction before signing the agreement.	The available details related to CRZ will be shared to the successful bidder before signing of agreement.
2.	4.2.10. Lease Execution	4.2.10. Lease Execution: .....The successful Bidder shall, within 14 days from the date of issue of the Pre-Acceptance letter by V.O Chidambaranar Port Trust, remit the Upfront payment for 30 years, Security deposit as mentioned at Annexure – “A”. Upon the receipt of the Upfront payment, Security Deposit V.O Chidambaranar Port Trust will issue a letter of Allotment.....	Security deposit can be paid upfront (as per tender document) however one-time upfront fee to be payable after obtaining requisite statutory approvals (including CRZ & EC). Effective timelines to be considered after these approvals.	As per the Tender procedure, the allotment of Land will be made after receipt of Security deposit & Upfront fee. Hence, the request cannot be considered. Kindly ref clause 4.2.10.
3.	Clause 4.2 (I)	.....allot area of size about 575 mtr length and width of 90 mtr....	Land and water area proposed to be leased is more than our requirement. Can we bid for required area, which may be less than the offered area.	The bidder has to quote the offer for the entire proposed area only.
4.	No Clause	No Clause	Is the land offered under lease outside custom bonded area?	Yes. The proposed Land including water area is outside custom bonded area (refer Annexure E of Tender

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				Document).
5.	No Clause	No Clause	<p>Road Please provide details of the access road (min 7mtr wide required) to the offered plot.</p>	<p>VOCPT is having 6 lane road inside Harbour area. The operator shall use the existing inward 3 lane south break water road for accessing in to the proposed plot. The Trucks shall be routed till eastern end of the south break water road and take u-turn and can enter (at mutually agreed point) into the proposed location through the single lane service road. Further, the operator shall out the Trucks from the proposed location at mutually agreed point and through service road/ existing outward 3 lane south break water road to come out.</p>
6.	No Clause	No Clause	The access road should be outside the custom bond area.	The access road shall be inside custom bond area. Hence, permission has to be obtained from the Customs/ any other authorities for entry and exit. However, VOCPT will assist for obtaining such permission.
7.	No Clause	No Clause	<p>Ship Draft We require a minimum depth of 10.5 Mtr for our ships to safely berth at Tuticorin. The minimum draft is to be maintained by VOC Port.</p>	The existing depth in front of the Coastal Berth basin is (-)10.50 m CD. Maintaining the above said depth is the responsibility of VOCPT.

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8.	Clause 4.2.28	4.2.28. Electricity	Infrastructure Access to Electricity upto point of operations to be provided by Port. Our minimum requirement is of 1-1.5 MW.	Shall be provided by VOCPT subject to condition mentioned at 4.2.28.
9.	Clause 4.2.29	4.2.29. Water Supply	Access to water upto the point of operations to be provided by Port. Our minimum requirement is of 5-6 KL/day.	Shall be provided by VOCPT subject to condition mentioned at 4.2.29.
10.	No Clause	No Clause	Are there any restrictions on silos for height and aerial route restrictions.	As far as VOCPT concern, there is no restriction in the height for construction of silos at the proposed location.
11.	No Clause	No Clause	Maintenance access for pipeline for transporting cement from Vessel to Bulk terminal to be provided.	Access for pipeline Maintenance shall be permitted without hindrance to Port Activity.
12.	Clause 4.2 (II)	No Clause	The berth allocated under current tender for handling cement will remain fixed for the entire period of lease.	Please refer Tender clause 4.2 (II).
13.	4.2.25. Minimum Guaranteed Cargo(MGC) 4.2 Lakhs Tonnes per annum during 3rd year of date of issue of allotment order and 4th year (In case the tenderer commence operation before 3rd year from date of issue of allotment order, the MGC shall be applicable from the date of operation). The selected bidder is required to guarantee to handle Cement cargo through Coastal Cargo	Minimum Guaranteed Cargo (MGC) Commissioning time for cement bulk terminals is 18-20 months post the necessary permissions (EC, VOC Port, etc). Any delay in getting government / VOC Port permissions beyond our control is to be adjusted for applicability of MGC	The construction period shall be 24 months including obtaining statutory clearances. In case of delay on account of government (beyond the control of Lessee), then the MGC shall not be applicable for such period.

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		Berth, a minimum volume of 8.4 Lakh Tonnes per annum from 5th year onwards from the date of issue of allotment order till the end of concession period.																							
14.	4.2.25. Minimum Guaranteed Cargo(MGC)	<p>4.2.25. Minimum Guaranteed Cargo(MGC)</p> <p>.....4.2 Lakhs Tonnes per annum during 3rd year of date of issue of allotment order and 4th year (In case the tenderer commence operation before 3rd year from date of issue of allotment order, the MGC shall be applicable from the date of operation).</p> <p>The selected bidder is required to guarantee to handle Cement cargo through Coastal Cargo Berth, a minimum volume of 8.4 Lakh Tonnes per annum from 5th year onwards from the date of issue of allotment order till the end of concession period.</p>	<p>Proposed MGC Schedule</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Port MGC</th> <th>UTCL Proposal for MGC</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Nil – Project Period</td> <td>Nil – Project Period</td> </tr> <tr> <td>2</td> <td>Nil – Project Period</td> <td>Nil – Project Period</td> </tr> <tr> <td>3</td> <td>4.2 LMT PA</td> <td>2.5 LMT PA</td> </tr> <tr> <td>4</td> <td>4.2 LMT PA</td> <td>3.5 LMT PA</td> </tr> <tr> <td>5</td> <td>8.4 LMT PA</td> <td>4.7 LMT PA</td> </tr> <tr> <td>6</td> <td>8.4 LMT PA</td> <td>6.0 LMT PA</td> </tr> </tbody> </table>	Year	Port MGC	UTCL Proposal for MGC	1	Nil – Project Period	Nil – Project Period	2	Nil – Project Period	Nil – Project Period	3	4.2 LMT PA	2.5 LMT PA	4	4.2 LMT PA	3.5 LMT PA	5	8.4 LMT PA	4.7 LMT PA	6	8.4 LMT PA	6.0 LMT PA	Tender clause prevails.
Year	Port MGC	UTCL Proposal for MGC																							
1	Nil – Project Period	Nil – Project Period																							
2	Nil – Project Period	Nil – Project Period																							
3	4.2 LMT PA	2.5 LMT PA																							
4	4.2 LMT PA	3.5 LMT PA																							
5	8.4 LMT PA	4.7 LMT PA																							
6	8.4 LMT PA	6.0 LMT PA																							
15.	4.2.25. Minimum Guaranteed	The Minimum Guaranteed Cargo shall be computed from 1st April of every year to 31st March of	MCG should be computed for the block of 3 years allowing shortfall adjustment within the block.	Tender clause prevails																					

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	Cargo(MGC)	subsequent year. If the operation period is less than 12 months, the Minimum Guaranteed Cargo will be arrived on proportionate basis.		
16.	4.2.25. Minimum Guaranteed Cargo(MGC)	<p>III. Provided if actual annual cargo handled is lesser than Minimum Guaranteed Cargo as stated above, the Minimum Guaranteed Cargo shall be considered for calculation of wharfage charges as per Port's prevailing Scale of Rates (SoR). The tenderer has to pay the wharfage charges pertaining to cement as per Port's prevailing Scale of Rates (SoR) for the shortfall tonnage in the MGC mentioned above of the last month of the Financial Year.</p>	What is the Wharfage schedule applicable for MGC and annual increments thereon.	The wharfage for MGC shortfall shall be same as per prevailing Wharfage rate for cement as per Port Scale of Rates (The present Wharfage rate for cement as per Port Scale of Rates Rs.109.69 per M.T for Foreign cargo and Rs.65.82 per M.T for coastal cargo). The Scale of Rates shall be revised as per MPA Act, 2021. If there is a mix of foreign and coastal cargo during the Financial year (1st April of every year to 31st March of subsequent year), the wharfage relating to foreign cargo will be applicable for the MGC shortfall tonnage for that particular Financial year. On the other hand, if coastal cargo only handled during the entire Financial year, wharfage relating to coastal cargo will be applicable for that particular Financial year. The prevailing Scale of Rates can be accessed at VOCPT's website.

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17.	4.2.25. Minimum Guaranteed Cargo(MGC)	No Clause	Commodities like Flyash, Coal, limestone other raw material handled through VOC Port to be considered for calculating MGC quantity.	Only Cement cargo can be considered for MGC. Other Commodities cannot be considered for calculating MGC quantity.
18.	4.2.25. Minimum Guaranteed Cargo (MGC)	----	MGC period and quantity will not be applicable during force majeure, pandemic/endemic period or any disruption in the port.	As per provision available in this Tender condition and Government direction if any from time to time.
19.	Clause 4.2.26	The lessee is required to take over the existing building located within the proposed allotment of land including water area boundary. The cost towards the building shall be paid to VOCPT before signing of agreement	Additional Charges As per point 4.2.26 The lessee is required to take over the existing building located within the proposed allotment of land including water area boundary. The cost towards the building shall be paid to VOCPT before signing of agreement. We propose the building to be included as part of the lease agreement charges.	The lease amount calculated for the proposed area to be handed over to the lessee. Hence, the lessee is required pay the amount towards building separately.
20.	Clause 4.2 (IV)	IV. The Licence fee/ way leave charges for laying of pipeline duct shall be as per Land policy guidelines or any other guidelines applicable time to time. The layout and design drawings to be submitted and get it approved from VOCPT before commencement of such activity.	As per point 4.2 Cement will be transferred from Vessel to Silos via pipeline. The Licence fee/ way leave charges for laying of pipeline duct shall be as per Land policy guidelines or any other guidelines applicable time to time. We propose this to be included as part of the lease agreement charges.	Additional area shall be allotted to lessee for laying of pipeline duct. Hence, a separate License fee/ way leave charges has to be paid by the lessee for this additional allotment.
21.	No Clause	No Clause	Others Priority berthing to be given for bidder ships for cargo	Priority berthing facility shall be extended as the prevailing Trade

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			unloading.	Circulars and in compliance to the Government guidelines issued from time to time. Priority berthing should be applied while declaring the vessel in PCS. Only one vessel at a time shall be given priority berthing. If priority berthing is permitted, necessary priority berthing charges as per prevailing SoR from time to time will be collected.
22.	No Clause	No Clause	The design requirements like soil strata, wind velocities, topography survey, seismic study of the offered area to be provided within 1 week of the signing of document.	The available survey/ study reports shall be provided to the successful bidder/ lessee after signing of agreement.
23.	Annexure "C" (G) (2) (b)	.....The Lessee shall not commence any construction works on the demised plot of land without the prior approval of the Lessor / Authorised person hereinabove mentioned.....	Specific to clause 2.b any construction activity requires prior permission from VOC port. Any delay in getting required permissions to be excluded from commissioning period and lease period of 30 years.	VOCPT shall permit for construction activity as earliest possible.
24.	Clause 4.2 (I)	VOCPT shall allot area of size about 575 mtr length and width of 90 mtr, (Drawing enclosed as Annexure E) (Reclaimed land by 250 mtr x 90 mtr at south of south break-water and water area 325 mtr x 90 mtr), abutting to	What shall be the utilization of the water area without reclamation?	The lessee can develop required infrastructure for setting up Cement Bulk Terminal at water area as per requirement.

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		reclaimed land, for setting up of Cement Bulk Terminal for a period of 30 years on Long-Term lease basis.		
25.	Clause 4.2 (I)	I. VOCPT shall allot area of size ----- abutting to reclaimed land, for setting up of Cement Bulk Terminal for a period of 30 years on Long-Term lease basis.	Would Packing and Blending operations be allowed along with the Bulk terminal on the land allotted?	Packing and Blending operations are allowed in the allotted area.
26.	Clause 4.2 (II)	II. The Cement cargo vessel shall be berthed at Coastal berth and cargo can be transported to the proposed location.....	Would there be a dedicated berth for the Bulk terminal? As we would require to connect the silos through pipe conveyors	The existing Coastal Cargo Berth proposed for handling cement cargo as a common user facility. Further, Ref Pre bid reply SI No 12 & 21 above.
27.	No Clause	No Clause	The Draft of the berth dedicated for the bulk terminal project as this would determine the maximum size of ship that could be engaged?	Ref Pre bid reply SI No 7 above. The Length of the Coastal berth is 185m.
28.	Clause 4.2.28	4.2.28. Electricity	The facilitation of 1.5 MW of industrial power from the port for the buffer silo and the packing terminal both during the construction phase and operational Phase	Ref Pre bid reply SI No 8 above.
29.	Clause 4.2.29	4.2.29. Water Supply	Facilitation of Upto Twenty five tons of fresh water per day during construction phase and Upto twelve tons per day during the operational phase	Shall be provided by VOCPT subject to condition mentioned at 4.2.29.
30.	No clause	-----	Facilitation of Access through the port for transportation of material and equipment and machinery through the port road to the ear marked areas of cement terminal project during the construction phase.	The Lessee shall be accessed to the project site as detailed at Pre bid reply SI No 5 above.

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31.	Clause 4.2 (II)The pipeline can be laid below the existing South breakwater road by constructing RCC duct without hindrance to the existing traffic movement.....	Facilitation for crossing above the existing conveyor lines for the cement overhead discharge pipelines being erected on steel gallery	Tender clause prevails
32.	No clause	-----	Facilitation of Storage area for the flexible hoses and the discharge manifold that would be laid across the jetty during discharge by company portable crane. The hoses would be 450 mm dia and up to three lines each with total of 24 pipes each of 6 m length and the connecting up manifold of ms 6mx3mx2 m. The area could be provided adjacent to the jetty	Shall be provided on the designated location.
33.	No clause	-----	Facilitation of access for the cement terminal team to the cement discharge lines within the port area for maintenance and upkeep during the operations phase	Shall be permitted without hindrance to Port Activity.
34.	No clause	-----	Facilitation of unhindered access to the jetty and the vessel for the cement team with mobile crane to lay the pipe and connect up with berthing of the vessel.	Shall be permitted without hindrance to Port Activity.
35.	No clause	-----	Facilitation of unhindered access for cement equipment maintenance team/ engineers for attending to cement discharge machinery upkeep during the operations phase when the vessel is at berth	Shall be permitted without hindrance to Port Activity.
36.	No clause	-----	Suitability of the Coastal Cargo Berth for operations. The PCIL cement carrier is 26500 DWT vessel, 177 m long and draft 9.8 m beam 28 m Please confirm that	The berth is designed to handle 15,000 DWT vessels. The length of berth is 185 m. Regarding depth Ref Pre bid reply Sl No 7 above.

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			the vessel can be berthed at Coastal Cargo berth for discharge operations.	
37.	Clause 4.2 (I)	I. VOCPT shall allot area of size about 575 mtr length and width of 90 mtr, (Drawing enclosed as Annexure E).....	<p>Right of Way in water area for Building Buffer silo on piles and running pipe conveyor on Piles.</p> <p>The reclamation of sea and development of a terminal would be an expensive proposal and the availability of such large quantity of soil for reclamation is difficult. The project would require to provide a buffer silo in the portion of sea as indicated on piles and run the pipe conveyor on piles to the existing reclaimed land, which is being offered. This would also be an expensive proposal for the project.</p> <p>Request the port consider right of way in the water area indicated for PCIL to build a buffer silo on piles and run the conveyor from there to the existing reclaimed land, without any upfront fees/ payment for the water portion. Alternately, the port could reclaim the land and offer the same as filled land, or allow setting up of the buffer silo on the service road and running of the pipe conveyor along the service road till the existing re-claimed land Or</p> <p>The rental should be restricted to the piling platforms for the silo alone</p>	Tender Clause Prevails.
38.	Clause 4.2 (II)The pipeline can be laid below the existing South breakwater road by constructing RCC duct without hindrance to	<p>Overhead Pipes on Gallery for discharge pipelines</p> <p>The pneumatic discharge system, requires that the discharge pipelines go horizontal and vertical after leaving the ship, with out any down slopes. The down</p>	Tender Clause Prevails.

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		the existing traffic movement.....	<p>slopes could cause choking the line and back pressure and disruption in discharge and could be an operational nightmare.</p> <p>Could the port consider, overhead discharge pipelines on gallery, which will be pass above the existing conveyor lines. The similar arrangement has been allowed in Cochin port and Kolkata port</p>	
39.	No clause	.....	<p>Access road to cement terminal outside of the custom ended area.</p> <p>The access road to the cement poaching terminal and silo is to be running from outside of the custom bound area and along the North end of the reclaimed land (adjacent and parallel to the South Break Water fencing on the south side).</p> <p>Could the Port allow the direct access road to the cement terminal to be running outside of the custom bonded area</p> <p>Could the port fill the low lying area (water logged) to the EAST edge of the existing reclaimed land being proposed for the cement terminal</p>	Ref Pre bid reply SI No 5 above.
40.	No clause	<p>Feasibility of using the CECRI pile foundations.</p> <p>The existing dilapidated building of CECRI (centre electro chemical research institute) building has a foundation piles over an area of about 12mx9m. This would require re-examination and validation for load bearing - which looks difficult.</p>	Enclosed as Annexure A

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			Could the Port make available the original design drawings of the piles and the building for evaluation for use.	
41.	No clause	.....	<p>The Construction Period and Coastal Regulation Zones.</p> <p>The reclaimed land being offered is within 50 m of high tide line. The would require CRZ clearance , which would be dependent on the port being able to furnish documentation/clarifications to all queries raised. The following is requested 1. The time for CRZ approval to be minimum of one year from the date of receipt of all requisite supporting documentation from the port as required by CRZ and EC authorities.</p> <p>2. The construction period of two years after obtaining CRZ approval</p>	Ref Pre bid reply SI No 13 above.
42.	4.2.25. Minimum Guaranteed Cargo(MGC)	<p>4.2.25. Minimum Guaranteed Cargo(MGC)</p> <p>.....4.2 Lakhs Tonnes per annum during 3rd year of date of issue of allotment order</p>	<p>The MGT quantity and timelines</p> <p>The MGT quantity and timelines indicated are considered to be non realistic. The scaling up would be market driven and the following is proposed</p> <p>1. MGT to commence two years after commissioning of the project ie year 3 onwards</p> <p>2. The MGT for year 3 to year 6 to 2.4 lakh tons per annum</p> <p>3. The MGT for year 7 to year 10 to be 3.0 lakh tons per annum</p> <p>4. The MGT for year 11 onwards to be 3.6 lakh tons per annum</p>	Tender clause prevails

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43.	No clause	Presently, Penna Cement Industries Limited (PCIL) is operating M.V. Penna Suraksha (IMO No.9310599) at Kochi and Gopalpur port for discharge of cement. We plan to commence operations at VOC port also with the same vessel. We would request the port to consider berthing M.V. Penna Suraksha at the coastal berth for pneumatic discharge. We believe safe berthing would be possible by providing ONE additional mooring dolphin for the head rope and ONE mooring dolphin for stern rope. As the project would take atleast TWO Years+ for fructify there is adequate time for the development of mooring dolphin. This will also facilitate for better participation in the tender bid and better revenue to the port.	The berth is designed to handle 15,000 DWT vessels. The length of berth is 185 m. Regarding depth Ref Pre bid reply Sl No 7 above. Constructing Mooring Dolphin cannot be permitted.
44.	Clause 4.2 (II)	The Licence fee/ way leave charges for laying of pipeline duct shall be as per Land policy guidelines.....	Please consider the pipeline routing from the jetty to the silo location under the provisions of Right of Way without any lease/rental charges. This has been similarly followed by Kochi and Kolkata Port to avoid delays in approvals.	Tender clause prevails.
45.	No Clause	.....	The CRZ clearance should be applicable for the reclaimed land only, to avoid delays and complications in approvals.	Statutory Clearance to be obtained by the Lessee from the concerned Authorities as per norms.