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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

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ESTATE MANAGEMENT DIVISION
CIVIL ENGINEERING DEPARTMENT

File No:E(C)/56/5/2023-Est.D.3076

Date: 24.10.2023.

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 Renewable Energy, other permissible activities in the CRZ area under Coastal Employment Unit (CEU) at Coastal Zone (Block D & E).

Ref: i) VOCPA NIT No:E(C)/56/5/2023-Est.D.2704,Dt:13.09.2023.
ii) Tender No:Est-07/2023-24.

Kindly refer the Pre-bid meeting held on 22.09.2023. In this connection, the reply to the Pre-bid query is furnished. This is the part of 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 Renewable Energy, other permissible activities in the CRZ area under Coastal Employment Unit (CEU) at Coastal Zone (Block D & E).

Pre-Bid Meeting Date: 22.09.2023

NIT No.: EST –07 / 2023 – 24

Sl. No	Tender Clause No	Tender Clause	Query Raised by bidder	Port's Reply
1.	Clause 1.2 page 5	1.2 The firm should have successfully been running / having previous experience in operating (or) handling of cargoes and stacking in the Port / outside area (or) having previous experience in setting up of Industry such as Petrochemical / POL Industries, LPG / LNG, Green Ammonia / Green Hydrogen, 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.), warehouses, Free Trade Warehousing Zone (FTWZ), Renewable Energy(Solar / Wind) and having experience in the field of	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?	Not agreed. Tender condition prevails.

		Export or Import of various cargoes through Port, only can participate in the e-tender. In case the bidder is not having any previous experience, the experience of the parent company / subsidiaries / step-down subsidiaries shall be considered. Interested parties may submit their Tender online in the prescribed format upto the date and time indicated in Sl. No.(g) of Notice Inviting Tender (NIT).		
2	Clause 1.14 Page 7	<p><u>1.14 Earnest Money:</u></p> <p>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/VOCPT, 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</p>	Total EMD amount can be paid through RTGS without a BG (bank guarantee) for even exceeding the 25 lakhs amount limit.	Yes

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.

The Earnest Money Deposit shall be submitted in the form of RTGS / NEFT as follows:

Details of Bank Account :

Name & Address of the Bank	Indian Overseas Bank, Harbour Branch, Tuticorin – 628 004.
Name of the Branch	Harbour Branch
IFSC Code	IOBA0000143
Account No.	01430100000001
Type of Account	Savings Account
Beneficiary's Name	V.O. Chidambaranar Port Authority

		<p>All the bidders have to pay the EMD amount and Tenders without paying EMD will not be considered. While uploading tender the details of payment made also to be uploaded.</p> <p>If Transaction of EMD is not cleared, then such tenders shall not be considered for evaluations, bidder may ensure the same.</p>		
3	Clause 1.14 Page 7	As above	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.
4	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?	The bidder may submit single EMD for multiple plots.

5	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.	Can we obtain a solvency certificate from a bank in the country where our parent company is headquartered or from an Indian bank branch outside of India to demonstrate our financial soundness and eligibility to participate in this bidding process?	From an Indian Bank outside of India is acceptable.
6	Clause 2.4 Page 12	Financial Position : Average annual audited Financial turnover of the Tenderer during last three financial years (i.e.) 2020-2021, 2021-2022 and 2022-2023 shall be at least equivalent to 30% of the total Reserve Price as per Annexure – “A”.	Can we use the experience and financial resources of our parent company, which is headquartered outside of India, as our qualifications for bid evaluation?	Yes.
7	Clause 4.2.1 Page 21	Plot details : 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 of Annexure – “G” Commercial Bid – on Upfront payment basis for Renewable	Does VOCPA allow to change the payment options after 2 years for the following case: 1. From annual payment option to upfront paymentbasis or vice versa.	Lease rent on Annual mode to upfront mode is allowed. But upfront mode to annual mode not allowed.

		<p>Energy (without MGT)</p> <p>(ii) For Plots under Table – II of Annexure – “G” Commercial Bid – on Annual payment basis for Renewable Energy (without MGT)</p> <p>(iii) For Plots under Table – III of Annexure – “G” Commercial Bid – on Upfront payment basis for other permissible activities in the CRZ area (without MGT)</p> <p>(iv) For Plots under Table – IV of Annexure – “G” Commercial Bid – on Annual payment basis for other permissible activities in the CRZ area (without MGT)</p>		
8	<p>Clause 4.2.2</p> <p>Page 21</p>	<p>Security Deposit :</p> <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>	<p>Yes. Bidder has to submit the security deposit equivalent to 2 years rental for all modes as per Land Policy Guidelines.</p>

9	Clause 4.2.3 Page 21	<p>Development Charges :</p> <p>The successful bidders have to remit development charges actual expenditure incurred on 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>1. Could you please share the current maintenance charges which are applicable.</p> <p>2. Can you please clarify whether the following items are included in the scope of development charges?</p> <ul style="list-style-type: none"> a. Approach roads (Right of way), Drains, Street lighting for the allotted plots. b. Access /Use of existing pipe rack and providing new pipe racks up to jetty. c. Providing loading and unloading arms at jetty. d. Safety and Security of the allotted areas e. Providing firefighting system for area allocated 	<p>Port will inform the charges at appropriate time.</p> <p>Only approach Road, Drainage and Street lights upto the plot will be provided.</p>
10	Clause 4.2.15 Page 25	<p>Lease Execution :</p> <p>The allotment of land for Renewable energy is as mentioned in Annexure – “G” Commercial bid under this Tender. After evaluation of the</p>	<p>As given in the tender, Upon receipt of the upfront payment, lease rentals, Development Charges, Security Deposit and Bank Guarantee towards one year wharfage amount</p>	<p>As regards, the wharfage charges the Company has to pay wharfage charges if there is any shortfall towards MGT after gestation period of 3 years.</p>

		<p>technical bids, opening of commercial and identifying the H1 bidder through e-auction bid V.O. Chidambaranar Port Authority will issue Pre-acceptance Letter(s) to the successful Bidder(s). The successful Bidder shall, remit the payment as follows within 14 days from the date of issue of the Pre-Acceptance letter by V.O Chidambaranar Port Authority, remit the Upfront payment for 30 years, nominal lease rentals for one year , Security deposit as mentioned at Annexure – “A”. Upon receipt of the upfront payment, lease rentals, Development Charges, Security Deposit and Bank Guarantee towards one year wharfage amount V.O Chidambaranar Port Authority will issue a letter of Allotment. The possession of the lands will be effected only after the execution of the lease deeds which will have to be executed within two weeks from the date of issue of letters of allotment failing which the allotment will be liable to be cancelled and total upfront payment and EMD shall be forfeited.</p>	<p>V.O.Chidambaranar Port Authority will issue a letter of Allotment</p> <p>What is the one-year wharfage charges. will it be applicable for renewable allotted land lease. please clarify.</p>	
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11	Clause 4.2.25.	<p>Transfer of Plot :</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) In case of leases granted on upfront basis</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 transferee agreeing to pay the following:-</p> <p>(a) An undertaking for payment of the</p>	<p>If company changes the company's shareholding after land allotment, and as a result, the company's name changes (GST No./ Pan No. remains unchanged), if so what is the procedure for the change of name and any charges are applicable for this name change.</p>	<p>The transfer of lease will be allowed as per extant laws and after obtaining prior approval of the Board provided the Transferee takes over the liability of the original lessee / allottee. Besides, the transferee has to pay transfer fees. The transfer of lease will be regulated as per Clause 4.2.28 and as per PGLM guidelines in force.</p>
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		<p>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). In case of leases granted on annual lease rent basis</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 by him should be surrendered and no subletting shall be permitted. Port Authority shall refund proportionate lease rental in case of</p>		
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		allotment on upfront payment basis.		
12	Clause 4.2.25 (ii) Page 28	In case where the lessee is not able to utilise the entire Land leased to him, the portion of the lease premises not required 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.	In case where the lessee is not able to utilize the entire landleased to him, and he has opted for annual payment, what is the refund policy for the unutilized portion of the land if he surrendered?	Surrender will be accepted as per the Provisions (Clause 12 B) in Land policy guidelines.
13	Clause 4.2.27 (ii) Page 29 & 30	<p>Administration of Terms of Allotment :</p> <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</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.	Tender clause is clear.

		<p>with the plot allotted including the notice of cancellation of allotment and/or determination of lease, notice of taking 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 Shipping, Govt. 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</p>		
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		<p>Authority shall have the right in case of leases granted within the V.O.C. Port limits to 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 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>		
14	<p>Clause 4.2.28 Page 30</p>	<p>The value of non-judicial stamps to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law in force on the date of execution, however, if the contractor furnishes GPF notes, approved guarantee in respect of or part of security deposit, the stamp duty chargeable for the amount shall be as prescribed for agreement payable in accordance with the latest provisions of law in force on the date of execution of the contract. All the cost of stamp duty shall be borne by the lessee.</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.</p> <p>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>
15	<p>Clause 5.5 Page 31</p>	<p>The Upfront / Annual quoted by the 'H1 tenderer' shall be the reserve price for e-auction</p>	<p>In reference to the consideration bid evaluation will bids with upfront be given priority over bids of Annual payment, please clarify.</p>	<p>Priority will be given for upfront mode.</p>

16	Clause 5.8 Page 32	In case there is only one technically qualified tenderer, no e-auction will be held. VOCPA will accept Upfront / Annual quoted in the Commercial Bid of the tender	Can you please clarify the evaluation criteria for the 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.
17	Clause 5 Page 56	<p><u>Expiration / Renewal / Termination / Surrender of Lease :</u> 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</p>	If the land is surrendered after 2 years with 6 months notice period and 6 months rental paid, whether there would be any further charges.	No further charges. However, if any pending dues in respect of lessee will be remitted by the lessee.

	<p>renewal shall be subject to the approval of the Board / Ministry.</p> <p>c) It is also agreed between the parties that notwithstanding any other provisions herein contained, at the time of cancellation / termination or expiry of the Lease, as provided herein, if the Lessor requires the buildings / structures or other fixtures erected on the land for Port's development purposes / activities or otherwise, the Lessor shall be entitled to take over the structures constructed by the earlier Lessee by paying compensation as per the valuation by a Third party valuer chosen by the Lessee from the panel of three valuers given by the Port. Provided however that in case of any dispute between the parties thereto regarding the rate or quantum of compensation payable under the aforesaid provision, the decision of the Board of the Trustees of the Lessor shall be final and binding. The valuer should take into account the Land Policy Guidelines</p>		
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		<p>and clarifications in this regard issued by the Ministry from time to time, while doing valuation.</p> <p>d) The Lessee shall surrender the demised premises upon termination or expiration of lease or vacation by notice and shall remove the structures over the plot at its costs. If the Lessee doesn't remove the structures within three month's time, the Lessor shall remove the structures and recover the cost from the Lessee. In such cases the Lessee shall not claim any compensation from the Lessor. However, the buildings / structures erected by the Lessee, if left abandoned in the demised premises shall vest with the Lessor free from all encumbrances, upon expiry of the above said three month's time for removal from the date of expiration or termination of lease.</p> <p>The Lessor shall be entitled to cancel / terminate the lease before expiry of lease period, if the Lessee is declared insolvent or bankrupt or is unable to pay its debts or makes a</p>		
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		composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the Lessee or if a substantial portion of the assets, property, revenues or business of the Lessee is confiscated or expropriated by the Government (Central or State) or any governmental agency or third party or if the law relating to the sick companies applies to the Lessee or the Lessee is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Lessee or the Lessee is reconstituted or the business or operations of the Lessee is closed either due to disputes inter-se amongst its stakeholders or otherwise.		
18	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.	Acceptable.
19	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 5.8

20	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 4.2.25
21	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 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.
22	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
23	General		Are there any constraints or restrictions on the power evacuation from this land lease, or is its primary purpose solely for the port's use? Are we also allowed to provide power generation services to nearby commercial and industrial clients?	The power evacuation plan is the solely bidder's responsibility to obtain the necessary approval, including the technical feasibility study / load flow study etc. Port will issue permission for laying of transmission line from the allotted plot to TANGEDCO nearest Sub Station on payment of way leave charges as per Land Policy

				Guidelines. As per Electricity Act, who have the distribution license / franchisee can only provide the power supply to any commercial and industrial clients.
24	General		<p>Are the specific guidelines and approval processes in place for the installation of wind and solar renewable plants in the region?</p> <p>Additionally, are there any regulations or zoning restrictions that we should be aware of?</p> <p>Please provide information on the relevant procedures and documentation required for land usage in this regard for renewable power and storage purpose.</p>	The successful bidder shall obtain the statutory clearances / approval from the State and Central level authority, as per rules / acts in force.