

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
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No. MSTC/TVC/COCHIN PORT TRUST/16/WILLIGDON ISLAND/21-22/3727

Dated: 10.06.2021

Replies to Pre-bid queries

Replies to the queries raised by bidders in the pre-bid meeting conducted through online on 03.06.2021 in connection with the tender for lease of 1.2146 ha (3 acre) of land in Puthuvypeen SEZ for a period of 30 years on Annual Lease Rent basis with payment of Onetime Non-Refundable Premium (ONRP) as tender variable on tender-cum-auction for setting up a Cryogenic Warehouse (MSTC/TVC/COCHIN PORT TRUST/16/WILLIGDON ISLAND/21-22/3727 dated 10.05.2021) are given below.

S No.	Clause No.	Tender clause	Queries	CoPT's Responses
1	2.1.1	The successful bidder operating the Cryogenic Warehouse should make arrangement with M/s Petronet LNG (PLL) for the availability of Cold Energy from the LNG Terminal and should mutually fix the rate of the Cold Energy	Will there be any Tripartite agreement between CoPT, Petronet LNG and the bidder to ensure the availability of Cold Energy for the period of Licence? Compensation/Exit clause in case of non-availability of Cold Energy in future/ or failure on part of PLL to supply Cold Energy	The Lessee should make necessary arrangement with PLL for supply of Cold Energy.
2	2.1.3 & 2.1.6	The Lessee is required to apply and obtain the status either as a Co-developer or as a Trading Unit as per the provisions in the extant SEZ Rules. If the registration as Co-developer, the lessee shall share Maintenance cost of Co-Developed facilities, Cost Recovery Charges towards SEZ officials deployed at Puthuvypeen SEZ and cost towards SEZ Online System.	How much is the maintenance cost	The Cost Recovery Charges is about Rs.14.0 Lakh a year, as of today, which is equally shared among the Developer (CoPT) and the present Co-Developers (BPCL, PLL & IOCL). The annual maintenance charge for the SEZ Office building and premises is about Rs.1.0 Lakh a year, as of today, which is also equally shared among the Developer and the present Co-Developers. In 2020, about Rs.7.0 Lakh was spent for SEZ road repair, which was equally shared among the Developer and the present Co-Developers; this is however, not a recurring cost, but incurred as per requirement.
3	3.24.3 & 3.24.3	Once the bidder shall quote the ONRP he is willing to pay for the tendered plot, immediately, the system shall display the quoted ONRP, with taxes extra thereon.	What is the percentage of tax that will be payable on the ONRP?	The SEZ status at the Puthuvypeen SEZ is temporarily suspended due to the absence of units having positive Net Foreign Exchange (NFE) earnings. The SEZ status is expected to be restored in August, 2021 as IOCL is setting up a Lube Oil export unit in the

				SEZ. Until the SEZ status is restored, GST will apply at the rate of 18%. Otherwise, GST is not applicable in the SEZ as per the extant rules.
4	3.24.8	E-auction will not be conducted in case of receipt of only one valid bid for the plot	What is the process to be followed in case only one bid is received?	The price bid will be considered as the final bid.
5	3.24.10	All taxes, as may be applicable from time to time shall be payable extra above the final bid amount.	Please quantify the applicable taxes	The SEZ status at the Puthuvypeen SEZ is temporarily suspended due to the absence of units having positive Net Foreign Exchange (NFE) earnings. The SEZ status is expected to be restored in August, 2021 as IOCL is setting up a Lube Oil export unit in the SEZ. Until the SEZ status is restored, GST will apply at the rate of 18%. Otherwise, GST is not applicable in the SEZ as per the extant rules.
6			Please confirm that the lessee has complete freedom of tariff setting	The lessee is free to fix the tariff for the activities carried out in the leased area.
7	4.6	In case there is existing building/structures in the allotted land, the successful bidder shall also remit value of all the structures before taking over the land.	Please provide details of any existing structures viz. age, useful life, value etc, that is present on the land proposed to be leased. Is the lessee allowed to make modification to the existing structure/building? Please confirm that valuation will be done by an external third-party valuer	There are no existing buildings /structures in the plot under tender.
8	4.7, 4.2 & 2.32		clarity of handing over of land – Handing over of the land on payment of security deposit	On receipt of the Pre-acceptance letter from CoPT, the successful bidder shall remit the ONRP and SD. Subsequently, the Allotment Order will be issued after the joint survey, if required. If any variations are noticed in the area of land, all payments will be regulated as per actual area, as per joint survey. On receipt of the Allotment Order, the successful bidder shall register the lease deed. The plot will be handed over on registration of the lease deed, and the lease will commence from the date of registration.

9	4:10	The annual base lease rent at Warehouse Purpose rate is Rs.22,89,747 per ha per annum as per the prevailing SoR as on 21.08.2016 plus GST as per rules.	confirmation that GST not applicable on Annual lease rent	The SEZ status at the Puthuvypeen SEZ is temporarily suspended due to the absence of units having positive Net Foreign Exchange (NFE) earnings. The SEZ status is expected to be restored in August, 2021 as IOCL is setting up a Lube Oil export unit in the SEZ. Until the SEZ status is restored, GST will apply at the rate of 18%. Otherwise, GST is not applicable in the SEZ as per the extant rules.
10	4.11	Successful bidder shall execute and register the Lease Deed	What is the applicable stamp duty for registering the lease deed? Confirmation that stamp duty and registration fee not applicable being SEZ	The SEZ status at the Puthuvypeen SEZ is temporarily suspended due to the absence of units having positive Net Foreign Exchange (NFE) earnings. The SEZ status is expected to be restored in August, 2021 as IOCL is setting up a Lube Oil export unit in the SEZ. Otherwise, stamp duty and registration fee are not applicable in the SEZ as per the extant rules.
11	5.1	The successful bidder should bear the cost of infrastructure required for the power connectivity to their premises	Please confirm the source from where power and water is to be drawn	Electricity will be provided by CoPT on applicable tariff with limited load requirement. The lessee is also free to source Electricity from the Kerala State Electricity Board Ltd. (KSEBL). The lessee shall make own arrangement for water supply.
12	5.2	The successful bidder shall obtain all statutory clearances as may be required as per law from the concerned authorities / department before execution / commissioning of the project	Is the environmental approval in place? We request that environmental clearance be a part of the scope of Authority. CoPT shall assist the bidder in obtaining the requisite clearances, permissions, and approvals as may be required by the bidder for development of the Project	The lessee shall obtain environmental clearance for the project, if required. CoPT shall assist the bidder in obtaining the requisite clearances, permissions, and approvals as may be required by the bidder for development of the Project.
13	5.7	The successful bidder has to construct the Security Compound wall around the leased plot at their own cost after obtaining approval from Civil Engineering Department of CoPT.	Can you please provide the specifications of the boundary wall to be constructed?	It is the discretion of the lessee to set specifications of the boundary wall as per the site condition and project requirement, subject to approval from the SEZ Authorities and CoPT.

14	10.2 (d)	All plans for the development of leased premises shall be got approved by the Competent Authority of the Civil Engineering Department of the Lessor before commencement of any work. And that Building/structure(s) erected on the leased premises shall not be occupied until a completion/occupation certificate is obtained from the Civil Engineering Department of the Lessor.	Authority should specify a maximum time frame (say 15 days) within which the Civil Engineering Department Provides the completion/occupancy certificate, post which approval is deemed to be given	Accepted subject to submission of all required documents demanded by the Civil Engineering Department.
15	10.2 (g)	The Lessee shall utilise the maximum permissible area of the leased premises for the construction of structures/allotted purpose. If the Lessee does not or is not able to utilize the entire leased premises leased to him, the portion of the leased premises not required by him should be surrendered without any liability for payment of compensation	Please confirm that the lease has a right for phase wise construction and is not obligated to construct the entire facility upfront	Stage-wise construction is permitted as per clause 2 (c) of the lease agreement.
16	10.2 (m)	On request in writing by the Lessee the Lessor removes/relays/reroutes or causes removal/relay/re-routing of any utility services such as underground or overhead electric lines, telegraphic or telephonic lines, water pipelines, drains etc., from the leased premises, the Lessee shall pay the Lessor the cost of such removal within fourteen days from the date on which demand in writing for such cost is served on the Lessee	Lessor should ensure that the land is free from all encumbrances and is conducive for construction	The land tendered is free from all encumbrances, and is fit for construction.
17	10.2 (q)	The Lessors and their authorized agents shall be entitled to enter the leased premises at any time and inspect the same	Please amend the clause to mention that lessor can enter the premise with prior notice and only during working hours	The Lessors and their authorized agents shall be entitled to enter the leased premises at any time and inspect the same, after intimating the lessee.
18	10.3 (b)	The lessee shall not assign or transfer the leased premises or the	Please confirm that the lessee can raise finance against the leased land	The lessee can raise finance against the leased land as per clause 3 (c) of

		building(s)/structure(s) erected or to be erected thereon or any part thereof without obtaining prior approval of the Lessor. Any assignment or transfer of the leased premises or any part thereof or of the building to be erected thereon or any part thereof, without prior permission of the Lessor shall be treated as unauthorized and shall make lease liable for termination/cancellation		the lease agreement.
19	10.3 (b)	The Lessee shall be liable to pay such charges, fees or levy as are prescribed from time to time by the Lessor for assignment or transfer of Lease. The Lessee further undertakes to discharge any and all liability of the original lessee, including the remittance of dues, towards the Port, which may at any time be demanded by the Port on account of transfer as per rules and if the transferor extracts premium on the transfer of the lease, fifty percent of such premium shall also be paid to the Lessor	It is requested to remove the clause that" fifty percent of such premium shall also be paid to the Lessor."	Lease agreement condition prevails.
20	10.4 (e)	The Lessor shall be entitled to cancel/terminate the lease before expiry of lease period if the Lessee does not execute the lease deed within six (6) months from the date of handing over of the leased premises by the Lessor	Clause should be amended to mention that the leased premise handed over is free of all encumbrances and it fit for construction	The land tendered is free from all encumbrances, and is fit for construction.
21			We can only proceed after Covid as we need to meet our potential customers (who will be interested to store).Therefore we will need extra time for this bid process	The tender will be extended by one month.
22			LNG need to agree on pricing before we proceed with the bid. (This should be cheaper than solar)	This is to be decided between the bidder and PLL.

23			Please provide a to scale drawing of the Project Site and surrounding areas	Attached.
24			Please share all the clearances taken by the Authority for the proposed project.	The lessee shall obtain the Environmental Clearance and CRZ clearance, as applicable for the project.
25			Please confirm who will be responsible for coordinating with Customs/DC office for deployment of officials for the proposed Project	The lessee should coordinate.
26			What obligations does CoPT have over the 30 years period?	CoPT will be the lessor of the land and the obligations of the lessor will be as per the terms of the lease agreement.
27			What is the FSI permitted for the construction at the Project site?	The FSI shall be as per Kerala Building Rules (KBR).
28			Will the lessee be able to terminate the Lease deed on any default by the Lessor? What are the consequences of a Lessor default such as non-provision of the land or facilities?	Tender condition prevails
29			Need clarity on Plot dimensions, design criteria, connectivity of utilities to the boundaries, responsibility for connectivity to from the SEZ boundary and within the SEZ, maintenance charges, SEZ officials.	Dimensioned sketch is attached
30		Yearly lease rent	We would need the port to clearly advise on the yearly increases. It needs to be quantified	The yearly increase on lease rent is 2% cumulatively, as of today, or any other rate approved by the Competent Authority. The periodical revisions in the Scale of Rates are normally once every five years, and the rate of increase cannot be known in advance.
31		NFE criteria	Customers need to pay in convertible currency - USD	Question is not clear. This may be checked with the SEZ Authorities.

Encl : Sketch

Note: This document is also part of the tender document No. MSTC/TVC/COCHIN PORT TRUST/16/WILLIGDON ISLAND/21-22/3727 dated 10.05.2021.

**Sd/-
Secretary**