

Tamil Nadu Maritime Board
No. 171, South Kesavaperumal Puram
Off Greenways Road,
Raja Annamalaipuram
Chennai - 600 028

RFP Reference No. 4770/S1/2022

RFP for selection of Port Developer for Development, Marketing, Operation & Maintenance of Cuddalore Port for a Period of 50 Years

RESPONSE TO QUERIES

S.no	RFP Clause Reference	Point of Clarification required	Response from TNMB															
1.	<p>RFP/Clause # 1.1.1 (Page. No. 08 & 09)</p> <p>Cuddalore Minor Port under the administrative control of Tamil Nadu Maritime Board (TNMB) (the "Authority"), Government of Tamil Nadu is an Open Roadstead (Anchorage) Port situated at the confluence of the rivers Uppanar and Paravandar along the Bay of Bengal.</p> <p>TNMB has undertaken the development of the following infrastructure works at a cost of Rs.160 crores:</p> <ol style="list-style-type: none"> 1. Extension of North and South Breakwater 2. Construction of wharfs 1 & 2 (240 meters in length) 3. Dredging of approach channel (~ 9m) <p>TNMB now intends to select a port Developer for the following Project (the "Project"):</p> <p>Brownfield Port Facilities:</p> <p>(i) Marketing, Operation, and Maintenance of the Brownfield Port facilities: TNMB will give a license to use the project facilities along with land to an extent of 111.72 acres for a period of 50 years which can be extended by TNMB at its sole discretion up to a maximum cumulative period of 99 years based on mutually agreed terms. The selected port developer has to create the following minimum support infrastructures to operate and maintain the port:</p> <p>Mandatory Facilities</p> <ul style="list-style-type: none"> • Desalination plant (100 KLD) • Effluent Treatment plant <p>Optional Facilities</p> <ul style="list-style-type: none"> • Stocking yard • Warehouse • Administrative Building 	<p>i. We refer that the proposed developer will be required to undertake the development and operation of a desalination plant. We understand that there is a river which is flowing behind the existing port facilities. We would like to understand the basis or genesis of the requirement for a desalination plant despite the available water resources i.e. river.</p> <p>ii. we refer that only 47 Acres have been mentioned as the land to be provided for the development of Greenfield Port facilities. Considering the concession period of 50-99 years, the area of 47 Acres seems to be very less. We would like to understand if there is availability of more land. If yes, we would like to have details of maps, location details, parcels, ownership, the process of getting them as part of the project, etc.</p> <p>iii. Land/Seashore coordinates have been defined only for Greenfield port. It is necessary to define Eastern Coordinates into the sea for Brownfield Port as well as Greenfield port to enable the Port operator for use of anchoring the ships before they are bought to the berths.</p> <p>Background / Brownfield Port Facilities Please indicate the timeline for completing the minimum support infrastructure mentioned with details and the estimated breakup cost for the same (The total cost mentioned as 80 crores).</p>	<p>i. As mandated in Environmental Clearance, the Concessionaire at his cost should install a 100 KLD desalination plant to meet the water requirements. (as per clause 8.3 of DCA).</p> <p>ii. The Coastal Land at the waterfront area under TNMB is estimated to be 47 acres. The Back-up land have to be acquired by the concessionaire. The indicative map will be shared. The ownership details shall be obtained by the concessionaire from revenue authorities.</p> <p>i. The Port limits inclusive of Greenfield Port Facility and the Brownfield Port Facilities are as follows. It has got the Eastern Coordinates also.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl</th> <th style="text-align: center;">Latitude</th> <th style="text-align: center;">Longitude</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td style="text-align: center;">11°36'45" N</td> <td style="text-align: center;">79°45'30" E</td> </tr> <tr> <td style="text-align: center;">2.</td> <td style="text-align: center;">11°36'45" N</td> <td style="text-align: center;">79°50'48" E</td> </tr> <tr> <td style="text-align: center;">3.</td> <td style="text-align: center;">11°44'24" N</td> <td style="text-align: center;">79°50'48" E</td> </tr> <tr> <td style="text-align: center;">4.</td> <td style="text-align: center;">11°44'24" N</td> <td style="text-align: center;">79°47'24" E</td> </tr> </tbody> </table> <p>Background / Brownfield Port Facilities The moratorium Period for the Brownfield Port Facilities is 12 months as per clause 9.2.4 of DCA. The infrastructure details and cost mentioned are only indicative and shall be set up by the concessionaire as per their requirements.</p>	Sl	Latitude	Longitude	1.	11°36'45" N	79°45'30" E	2.	11°36'45" N	79°50'48" E	3.	11°44'24" N	79°50'48" E	4.	11°44'24" N	79°47'24" E
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	<ul style="list-style-type: none"> • Toilets and Bathroom • Internal Road • High mast Lights • Boundary wall with barbed wire • ISPS equipment • Tug • Patrol / Pilot / Mooring Launch <p>Note: The cost indicated above is based on TNMB's own estimation of demand and is tentative in nature. Bidders are advised to make their own estimates based on the terms & conditions of the Agreement and requirements specified in the Schedules appended to the Agreement.</p> <p>Greenfield Port Facilities: (ii) Development, Marketing, Operation, and Maintenance of new berths: The selected Port Developer shall be given the license to use the waterfront of about 3.60 km stretch on the southern side of the existing port, within port limits as per the following co-ordinates for a period of 50 years which can be extended by TNMB at its sole discretion up to a maximum cumulative period of 99 years based on mutually agreed terms:</p> <ul style="list-style-type: none"> • North side – LAT: 11°40' 39"N, LONG: 79°46' 19"E • South side – LAT: 11°38' 51"N, LONG: 79°45' 55"E <p>The Government Poromboke Land of about 47 acres adjoining the waterfront of 3.60 km shall also be given as part of the Concession on the basis of a license valid up to the concession period. The selected Port Developer is expected to develop additional berths to handle higher capacity vessels by acquiring required backup lands.</p>	<p>Greenfield Port Facilities: Please indicate the timeline for handing over of land from date of LOA / signing of concessionaire agreement.</p> <p>The authority is requested to provide details of Port Layout, as-built drawings and list of current navigational and infrastructure facilities. Channel & Basin was dredged upto -9m 3 years ago. What are the depths available today? and what is the siltation pattern? Authority responsibility to restore the dredge depths to -9m?</p>	<p>Greenfield Port Facilities: The handing over of the land is as per clause 4.1 (b) and clause 4.2 of the Concession agreement.</p> <p>The Brownfield Port Facility and Greenfield Port Facility Layout is as per the Appendix XIII of RFP, the list of the Brownfield Port Assets are listed as per Appendix XIV. Extended Breakwaters, 240 m long new wharf, Dredged Channel (-9m), Back-up land of 111.72 acres, a functional port office with Immigration check-post are available.</p> <p>The Bathymetry report will be shared. The port will be handed over in as-is-where-is condition. All the additional dredging needs to be carried out by the Concessionaire. Cuddalore Port has a tidal variation of 0.3 m to 0.8 m only and siltation pattern is same as of the east coast ports.</p>
2.	<p>RFP/Clause # 1.1.2 (Page No. 09)</p> <p>The Selected Bidder, (single entity or consortium of entities) undertakes to incorporate a Special Purpose Vehicle under the Companies Act, 2013 (or any substitute thereof) within 30 days from the receipt of date of issue of LOA by TNMB prior to the execution of the Concession Agreement (the "Concessionaire") who shall be responsible for the development, marketing, operation and maintenance of the port under and in accordance with the provisions of a long-term concession agreement (the "Concession Agreement") to be entered into between the Concessionaire and TNMB in the form provided by the TNMB as part of the Bidding Documents pursuant thereto.</p>	<p>60 days' time may be permitted for incorporating Special Purpose Vehicle from the date of LOA.</p>	<p>Accepted. Corrigendum will be issued.</p>
3.	<p>RFP/Clause # 1.2.10 (Page No. 12 & 13)</p>	<p>i. The bid security of Rs. 8 Cr. demanded by the Authority is on higher side, nearly 10% of the Project Cost. It is worth noting</p>	<p>i. Cuddalore Port infrastructure have been developed at a cost of 160 Cr. And also, offer with back-up land of 111.72</p>

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	<p>A Bidder is required to deposit, along with its Bid, a Bid Security of Rs.8,00,00,000 (Rupees Eight Crores Only) (the "Bid Security") refundable no later than 60 (sixty) days after the expiration of the bid validity period, including any extension thereof, or 30 (thirty) days after the issue of the letter of award, whichever is earlier, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.</p> <p>a. Alternatively, the Bid Security can also be submitted in the form of an Irrevocable Bank Guarantee with a validity period of a minimum of 8 months from the due date of the RFP from any Indian Nationalized / Scheduled Commercial Bank encash-able at its Chennai Branch.</p> <p>b. The Bid shall be summarily rejected if it is submitted without the Bid Security.</p> <p>c. Bidders have to upload the UTR particulars of NEFT/RTGS/IMPS transaction against the NEFT / RTGS column given in the e-procurement portal.</p> <p>d. In case of Bank Guarantee, the scanned copy of the Bank Guarantee has to be uploaded in the e-procurement portal. The original Bank Guarantee should reach the office of the Vice Chairman & Chief Executive Officer, Tamil Nadu Maritime Board, No. 171, South Kesavaperumal Puram, Off Greenways Road, Raja Annamalai Puram, Chennai – 600 028 before the bid due date and time. The same shall be submitted in person or through Postal / Courier. TNMB will not be responsible for any postal delays.</p> <p>e. The Bid security in any other form will not be accepted. Any request from the bidder, under any circumstances claiming exemption from payment of Bid security will not be entertained and their bid will be summarily rejected. The Bid security remitted will not earn any interest.</p> <p>f. The amount remitted towards Bid security is liable to be forfeited in case the bidder fails to execute the concession agreement after submission of the Bid or after acceptance of the offer by TNMB. Likewise, the Bank Guarantee submitted towards bid security will be invoked in case the bidder fails to execute the concession agreement after submission of the Bid or after acceptance of the offer by TNMB.</p> <p>RFP – Opening and Evaluation of Financial bids Clause 3.2.8 (Page No. 41)</p> <p>A) On receipt of the LOA from TNMB, the successful bidder should remit a Performance Guarantee of Rs.8,00,00,000 /- (Rupees Eight Crore Only) within 30 (Thirty) working days, in the form of an Unconditional Irrevocable Bank Guarantee with an initial validity period of 3 years and renewable thereon until completion of concession period from any Indian Nationalized/Scheduled Commercial Bank, and</p> <p>B) The successful bidder should remit an additional Performance Guarantee of 0.5% of the project cost for both Greenfield Port Facility and Brownfield Port Facility within 30 (Thirty) working days after the approval of the Master Plan, in the form of an Unconditional Irrevocable Bank Guarantee with an initial validity period of 3 years and renewable thereon until completion of concession period from any Indian Nationalized/Scheduled Commercial Bank</p>	<p>that according to prevailing PPP norms, the Bid Security is ideally set at 1% of the project cost. Therefore, we kindly request the Authority to reconsider and adjust the bid security charges accordingly.</p> <p>RFP/Clause # 1.2.10 d. (Page No. 12)</p> <p>ii. It is stated that the original BG should be submitted at the TNMB office. However, in clause 2.12 of the RFP, it is mentioned that bid submission would be online. Please clarify whether the original needs to be submitted physically or online submission of the same would suffice.</p> <p>i. The Bid security of Rs 8 Crs which is submitted in the Form of BG may be allowed to be continued as performance Guarantee by Successful Bidder which can be renewed as and when required, instead of furnishing Performance Bank Guarantee separately at the time of Concession Agreement (30 days before LOA)</p> <p>ii. As many NHAI, MoRT&H and Several state procurement agencies have included Insurance Surety bond for Bid Security and Performance Security in addition to Bank Guarantee. Hence, Authority is requested to include Insurance Surety Bond option in this project.</p>	<p>acres, along with greenfield option with 47 acres of coastal land with waterfront. The concessionaire have to provide master plan for Brownfield and Greenfield with their Project Cost which will vary depending on the proposed infrastructure facilities. Hence, the tender conditions on Bid security Prevail.</p> <p>ii. The Bid submission should be done online, but the original BG for the Bid Security should be submitted physically at the TNMB office.</p> <p>i. The Bid security of Rs 8 Crs which is submitted in the form of BG will be retained and will be continued as a performance Guarantee for the Successful Bidder.</p> <p>ii. Tender Conditions Prevail</p>

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4.	<p>RFP/Clause # 1.2.13 (Page No. 13)</p> <p>The selected bidder needs to pay the land license to the Concessional authority for leasing 158.86 acres (111.72 acres (Brownfield Facility) + 47.14 acres (Greenfield Facility)) of land for the entire concessional period of 50 years. The license amount is payable in 20 years as given below: -</p> <table border="1"> <thead> <tr> <th>Timeline</th> <th>Brownfield Port Facility</th> <th>Greenfield Port Facility</th> </tr> </thead> <tbody> <tr><td>Signing of Concession Agreement (A)</td><td>₹4 crores</td><td>₹2.75 crores</td></tr> <tr><td>A + 13 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 24 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 36 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 48 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 60 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 72 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 84 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 96 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 108 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 120 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 132 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 144 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 156 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 168 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 180 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 192 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 204 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 216 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 228 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 240 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> </tbody> </table>	Timeline	Brownfield Port Facility	Greenfield Port Facility	Signing of Concession Agreement (A)	₹4 crores	₹2.75 crores	A + 13 months	₹1.71 crores	₹0.72 crores	A + 24 months	₹1.71 crores	₹0.72 crores	A + 36 months	₹1.71 crores	₹0.72 crores	A + 48 months	₹1.71 crores	₹0.72 crores	A + 60 months	₹1.71 crores	₹0.72 crores	A + 72 months	₹1.71 crores	₹0.72 crores	A + 84 months	₹1.71 crores	₹0.72 crores	A + 96 months	₹1.71 crores	₹0.72 crores	A + 108 months	₹1.71 crores	₹0.72 crores	A + 120 months	₹1.71 crores	₹0.72 crores	A + 132 months	₹1.71 crores	₹0.72 crores	A + 144 months	₹1.71 crores	₹0.72 crores	A + 156 months	₹1.71 crores	₹0.72 crores	A + 168 months	₹1.71 crores	₹0.72 crores	A + 180 months	₹1.71 crores	₹0.72 crores	A + 192 months	₹1.71 crores	₹0.72 crores	A + 204 months	₹1.71 crores	₹0.72 crores	A + 216 months	₹1.71 crores	₹0.72 crores	A + 228 months	₹1.71 crores	₹0.72 crores	A + 240 months	₹1.71 crores	₹0.72 crores	<p>i. The land license amount sought by the Authority is considerably higher when compared to rentals in some major ports, thus impacting the economic feasibility of the project. What is the basis for the same?</p> <p>ii. We request the Authority to reassess the land license charges, aligning them with the Model Concession Agreement, 2021 for PPP projects in major ports which advocates a nominal fee of Rs. 1/- for the use of the project site.</p> <table border="1"> <thead> <tr> <th>Timeline</th> <th>Brownfield Port Facility</th> <th>Greenfield Port Facility</th> </tr> </thead> <tbody> <tr><td>Signing of Concession Agreement (A)</td><td>₹2 crores</td><td>-</td></tr> <tr><td>A + 13 months</td><td>-</td><td>₹0.0047 crores</td></tr> <tr><td>A + 24 months</td><td>₹1.71 crores</td><td>₹0.0047 crores</td></tr> <tr><td>A + 36 months</td><td>₹1.71 crores</td><td>₹0.0047 crores</td></tr> <tr><td>A + 48 months</td><td>₹1.71 crores</td><td>₹0.0047 crores</td></tr> <tr><td>A + 60 months</td><td>₹1.71 crores</td><td>₹0.0047 crores</td></tr> <tr><td>A + 72 months</td><td>₹1.71 crores</td><td>₹0.0047 crores</td></tr> <tr><td>A + 84 months</td><td>₹1.71 crores</td><td>₹0.0047 crores</td></tr> <tr><td>A + 96 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 108 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 120 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 132 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 144 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 156 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 168 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 180 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 192 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 204 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 216 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 228 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> <tr><td>A + 240 months</td><td>₹1.71 crores</td><td>₹0.72 crores</td></tr> </tbody> </table>	Timeline	Brownfield Port Facility	Greenfield Port Facility	Signing of Concession Agreement (A)	₹2 crores	-	A + 13 months	-	₹0.0047 crores	A + 24 months	₹1.71 crores	₹0.0047 crores	A + 36 months	₹1.71 crores	₹0.0047 crores	A + 48 months	₹1.71 crores	₹0.0047 crores	A + 60 months	₹1.71 crores	₹0.0047 crores	A + 72 months	₹1.71 crores	₹0.0047 crores	A + 84 months	₹1.71 crores	₹0.0047 crores	A + 96 months	₹1.71 crores	₹0.72 crores	A + 108 months	₹1.71 crores	₹0.72 crores	A + 120 months	₹1.71 crores	₹0.72 crores	A + 132 months	₹1.71 crores	₹0.72 crores	A + 144 months	₹1.71 crores	₹0.72 crores	A + 156 months	₹1.71 crores	₹0.72 crores	A + 168 months	₹1.71 crores	₹0.72 crores	A + 180 months	₹1.71 crores	₹0.72 crores	A + 192 months	₹1.71 crores	₹0.72 crores	A + 204 months	₹1.71 crores	₹0.72 crores	A + 216 months	₹1.71 crores	₹0.72 crores	A + 228 months	₹1.71 crores	₹0.72 crores	A + 240 months	₹1.71 crores	₹0.72 crores	<p>i. 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5.	<p>RFP/Clause # 1.2.14 (Page No. 14)</p> <p>The charges payable for Marketing, Operation, and Maintenance of Brownfield Port Facilities are fixed at Rs. 55/- per MT "Approved Cargo Charges" of Cargo handled with a cumulative increase of 15% every 3 years.</p>	<p>i. Capacity calculation of 5.68 MTPA appears overly optimistic and aggressive, neglecting factors such as dwell time and evacuation of cargo from the port. We urge the Authority to adjust the capacity accordingly and rectify the Minimum Guaranteed Traffic (MGT) on a pro-rata basis.</p> <p>ii. There is no MGT specified for the Greenfield Port facility. Kindly confirm the same.</p>	<p>i. Only ~60% of the capacity has been taken for Maximum MGT. Tender Conditions Prevail.</p> <p>ii. There is no MGT for the Greenfield Port Facility</p> <p>iii. Based on the existing facilities at Cuddalore Port and Prevailing Market Conditions, it was decided by TNMB.</p>																																																																																																																																				

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	<p>The Concessionaire shall pay the Concessional Authority on a monthly basis the amount whichever is higher among the following:</p> <p>a. Cargo handled per month X Approved cargo charges b. (Minimum Guaranteed Throughput (MGT) /12) X Approved cargo charges</p> <p>The payment will take effect from the date of commercial operation of the brownfield port facility.</p> <p>The Concessionaire should achieve the Minimum Guaranteed Throughput (MGT) per annum set out as below in the Brownfield Port facilities and it shall not be entitled to any relaxation of its guarantee in this respect:</p> <table border="1" data-bbox="371 772 1246 1774"> <thead> <tr> <th>Years</th> <th>Minimum Guaranteed Throughput (Tonnes)</th> <th>Years</th> <th>Minimum Guaranteed Throughput (Tonnes)</th> </tr> </thead> <tbody> <tr><td>1</td><td>3.00 lakh</td><td>26</td><td>35.00 lakh</td></tr> <tr><td>2</td><td>4.50 lakh</td><td>27</td><td>35.00 lakh</td></tr> <tr><td>3</td><td>6.75 lakh</td><td>28</td><td>35.00 lakh</td></tr> <tr><td>4</td><td>10.13 lakh</td><td>29</td><td>35.00 lakh</td></tr> <tr><td>5</td><td>15.19 lakh</td><td>30</td><td>35.00 lakh</td></tr> <tr><td>6</td><td>22.78 lakh</td><td>31</td><td>35.00 lakh</td></tr> <tr><td>7</td><td>35.00 lakh</td><td>32</td><td>35.00 lakh</td></tr> <tr><td>8</td><td>35.00 lakh</td><td>33</td><td>35.00 lakh</td></tr> <tr><td>9</td><td>35.00 lakh</td><td>34</td><td>35.00 lakh</td></tr> <tr><td>10</td><td>35.00 lakh</td><td>35</td><td>35.00 lakh</td></tr> <tr><td>11</td><td>35.00 lakh</td><td>36</td><td>35.00 lakh</td></tr> <tr><td>12</td><td>35.00 lakh</td><td>37</td><td>35.00 lakh</td></tr> <tr><td>13</td><td>35.00 lakh</td><td>38</td><td>35.00 lakh</td></tr> <tr><td>14</td><td>35.00 lakh</td><td>39</td><td>35.00 lakh</td></tr> <tr><td>15</td><td>35.00 lakh</td><td>40</td><td>35.00 lakh</td></tr> <tr><td>16</td><td>35.00 lakh</td><td>41</td><td>35.00 lakh</td></tr> <tr><td>17</td><td>35.00 lakh</td><td>42</td><td>35.00 lakh</td></tr> <tr><td>18</td><td>35.00 lakh</td><td>43</td><td>35.00 lakh</td></tr> <tr><td>19</td><td>35.00 lakh</td><td>44</td><td>35.00 lakh</td></tr> <tr><td>20</td><td>35.00 lakh</td><td>45</td><td>35.00 lakh</td></tr> <tr><td>21</td><td>35.00 lakh</td><td>46</td><td>35.00 lakh</td></tr> <tr><td>22</td><td>35.00 lakh</td><td>47</td><td>35.00 lakh</td></tr> <tr><td>23</td><td>35.00 lakh</td><td>48</td><td>35.00 lakh</td></tr> <tr><td>24</td><td>35.00 lakh</td><td>49</td><td>35.00 lakh</td></tr> <tr><td>25</td><td>35.00 lakh</td><td>50</td><td>35.00 lakh</td></tr> </tbody> </table>	Years	Minimum Guaranteed Throughput (Tonnes)	Years	Minimum Guaranteed Throughput (Tonnes)	1	3.00 lakh	26	35.00 lakh	2	4.50 lakh	27	35.00 lakh	3	6.75 lakh	28	35.00 lakh	4	10.13 lakh	29	35.00 lakh	5	15.19 lakh	30	35.00 lakh	6	22.78 lakh	31	35.00 lakh	7	35.00 lakh	32	35.00 lakh	8	35.00 lakh	33	35.00 lakh	9	35.00 lakh	34	35.00 lakh	10	35.00 lakh	35	35.00 lakh	11	35.00 lakh	36	35.00 lakh	12	35.00 lakh	37	35.00 lakh	13	35.00 lakh	38	35.00 lakh	14	35.00 lakh	39	35.00 lakh	15	35.00 lakh	40	35.00 lakh	16	35.00 lakh	41	35.00 lakh	17	35.00 lakh	42	35.00 lakh	18	35.00 lakh	43	35.00 lakh	19	35.00 lakh	44	35.00 lakh	20	35.00 lakh	45	35.00 lakh	21	35.00 lakh	46	35.00 lakh	22	35.00 lakh	47	35.00 lakh	23	35.00 lakh	48	35.00 lakh	24	35.00 lakh	49	35.00 lakh	25	35.00 lakh	50	35.00 lakh	<p>iii. What is the basis and calculation for setting the 'Approved Cargo Charges' at Rs. 55/- per Metric Ton?</p> <p>It would be practically very difficult to make monthly payments by the developer. Based on the existing norms in the other ports operated by private developers, it is requested to consider Quarterly payments/ Half yearly payments instead of Monthly payments.</p> <p>It may please be seen in clause 1.2.14 that the authorities increase cargo charges by 15% once in 3 years and MGT is increased by 50% starting from 3 Lakhs to 35 Lakhs in 7 years. In view of the non-completion of Sagarmala Road Connectivity of 1.7 Kms from Port to NH and as marketing may take some time after the establishment of Road and Rail connectivity, and non-establishment of captive or any cargo or any assured cargo immediately, TNMB may please consider increasing MGT also by 15% in every 3 years, up to 10th year and from 10th year onwards 50% to reach 35lakhs by 20th Year. We are not proposing for any relaxation of cargo charges of Rs 55/Ton. TNMB will not be the loser and it is an encouragement for the prospective bidders as TNMB will receive higher of</p> <p style="text-align: center;">(A) Cargo Handled X Approved Cargo Charges Or (B) Charges. cargo Approved X MGT</p> <table border="1" data-bbox="1305 1176 2047 1896"> <thead> <tr> <th>Years</th> <th>Minimum Guaranteed Throughput (Tonnes)</th> <th>Years</th> <th>Minimum Guaranteed Throughput (Tonnes)</th> </tr> </thead> <tbody> <tr><td>1</td><td>3.00 lakh</td><td>26</td><td>35.00 lakh</td></tr> <tr><td>2</td><td>3.00 lakh</td><td>27</td><td>35.00 lakh</td></tr> <tr><td>3</td><td>3.00 lakh</td><td>28</td><td>35.00 lakh</td></tr> <tr><td>4</td><td>4.50 lakh</td><td>29</td><td>35.00 lakh</td></tr> <tr><td>5</td><td>4.50 lakh</td><td>30</td><td>35.00 lakh</td></tr> <tr><td>6</td><td>4.50 lakh</td><td>31</td><td>35.00 lakh</td></tr> <tr><td>7</td><td>5.20 lakh</td><td>32</td><td>35.00 lakh</td></tr> <tr><td>8</td><td>5.20 lakh</td><td>33</td><td>35.00 lakh</td></tr> <tr><td>9</td><td>5.20 lakh</td><td>34</td><td>35.00 lakh</td></tr> <tr><td>10</td><td>6.00 lakh</td><td>35</td><td>35.00 lakh</td></tr> <tr><td>11</td><td>9.00 lakh</td><td>36</td><td>35.00 lakh</td></tr> <tr><td>12</td><td>12.00 lakh</td><td>37</td><td>35.00 lakh</td></tr> <tr><td>13</td><td>15.00 lakh</td><td>38</td><td>35.00 lakh</td></tr> <tr><td>14</td><td>18.00 lakh</td><td>39</td><td>35.00 lakh</td></tr> <tr><td>15</td><td>21.00 lakh</td><td>40</td><td>35.00 lakh</td></tr> <tr><td>16</td><td>24.00 lakh</td><td>41</td><td>35.00 lakh</td></tr> <tr><td>17</td><td>27.00 lakh</td><td>42</td><td>35.00 lakh</td></tr> </tbody> </table>	Years	Minimum Guaranteed Throughput (Tonnes)	Years	Minimum Guaranteed Throughput (Tonnes)	1	3.00 lakh	26	35.00 lakh	2	3.00 lakh	27	35.00 lakh	3	3.00 lakh	28	35.00 lakh	4	4.50 lakh	29	35.00 lakh	5	4.50 lakh	30	35.00 lakh	6	4.50 lakh	31	35.00 lakh	7	5.20 lakh	32	35.00 lakh	8	5.20 lakh	33	35.00 lakh	9	5.20 lakh	34	35.00 lakh	10	6.00 lakh	35	35.00 lakh	11	9.00 lakh	36	35.00 lakh	12	12.00 lakh	37	35.00 lakh	13	15.00 lakh	38	35.00 lakh	14	18.00 lakh	39	35.00 lakh	15	21.00 lakh	40	35.00 lakh	16	24.00 lakh	41	35.00 lakh	17	27.00 lakh	42	35.00 lakh	<p>Refer Corrigendum</p>
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6.	<p>RFP/Clause # 1.2.15 (Page No. 15)</p> <p>Percentage of revenue sharing on Gross Revenue from Greenfield Port Facilities over and above the base value of 3% will be the bid parameter for determining the H1 bidder and award of the Concession. The Revenue share table will be as below:</p> <table border="1"> <tr><td>Up to 15 years</td><td>3% of the gross revenue --- > (A)</td></tr> <tr><td>16-30</td><td>1.5 X A</td></tr> <tr><td>31 years – 50 years</td><td>2 X A</td></tr> </table>	Up to 15 years	3% of the gross revenue --- > (A)	16-30	1.5 X A	31 years – 50 years	2 X A	<p>The clause specifies that the bidders are to quote a Revenue Share of more than 3% of the gross revenue. However, the table in the same clause indicates a Revenue Share of 3% payable for up to 15 years. Seeking clarification from the authority on this discrepancy.</p>	<p>It is for illustration purposes, please refer to clause 9.3.2 of DCA.</p>																										
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7.	<p>RFP/ Clause 1.2.19 (Page no.16)</p> <p>The selected bidder (Concessionaire) shall, in consideration of its investment and services, be entitled to levy and collect tariffs from the users of the Project Facilities for the port services rendered. Further, the Concessionaire shall be entitled to fix its own tariff for various services provided in the Port in accordance with applicable Indian laws.</p>	<p>We understand that the Concessionaire would be free to fix and revise the tariffs as per its own requirement.</p>	<p>The Concessionaire shall be free to fix and revise the tariffs as per their own requirement. Refer Clause 1.2.19 for the RFP.</p>																																
8.	<p>RFP/Clause # 1.3 (Page No. 16)</p> <p>Schedule of Bidding Process</p> <p>TNMB shall endeavour to adhere to the following schedule:</p> <table border="1"> <thead> <tr><th>Milestone</th><th>Date</th></tr> </thead> <tbody> <tr><td>Issue of Bid Documents</td><td>31.01.2024</td></tr> <tr><td>Last date for receiving queries</td><td>26.02.2024</td></tr> <tr><td>Pre-Bid Meeting</td><td>27.02.2024 at 11:00 AM</td></tr> <tr><td>Bid Due Date</td><td>27.03.2024 at 11:00 AM</td></tr> <tr><td>Opening of Bids</td><td>28.03.2024 at 11:30 AM</td></tr> <tr><td>Validity of Bids</td><td>180 days of Bid Due Date</td></tr> <tr><td>Letter of Award (LoA)</td><td>Within 30 days of the Bid Due Date</td></tr> <tr><td>Signing of Concession Agreement</td><td>Within 45 days of award of LOA</td></tr> </tbody> </table>	Milestone	Date	Issue of Bid Documents	31.01.2024	Last date for receiving queries	26.02.2024	Pre-Bid Meeting	27.02.2024 at 11:00 AM	Bid Due Date	27.03.2024 at 11:00 AM	Opening of Bids	28.03.2024 at 11:30 AM	Validity of Bids	180 days of Bid Due Date	Letter of Award (LoA)	Within 30 days of the Bid Due Date	Signing of Concession Agreement	Within 45 days of award of LOA	<p>We will require sufficient time to conduct site study, complete internal approval and documentation process for the RFP application. Hence, we request you to kindly extend the Application Due Date by 4 (Four) months considering the nature of Greenfield port project.</p> <p>We would like to request the Authority to organize the 2nd round of pre-bid meeting in order to conduct the detailed due diligence of the proposed tender / bid. Since this is a single stage bid process asking for the price bid along with the qualification, it will require more time for the purpose of assessment of the project from multi-disciplinary domains including financial, commercial, technical, legal, etc.</p> <p>Further, proposed project is a brownfield cum greenfield which carry various types of risks. Hence, in order to assess various aspects, we will require more time. Hence, we request for</p>	<p>Refer Corrigendum</p> <p>The responses for all the Queries have been addressed. Hence, second round of pre-bid meetings is felt not necessary.</p> <p>Refer Corrigendum for Extension of time for Bid submission.</p>														
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		extension of Bid Due Date by at least 5-6 weeks for the purpose of conducting appropriate assessment of bid.	
9.	RFP/ Clause 2.1.1 (Page No. 17) 2.1.1. TNMB wishes to receive Bids for the selection of a Port Developer for undertaking the following: 1. Brownfield Port Facilities: Marketing, Operation, and Maintenance of the existing Port facilities. And the development of additional berths	Please indicate the scope of the work to be considered regarding the development of additional berths mentioned against brownfield port facilities.	The port will be handed over in as-is-where-is condition. All the additional developments are at the discretion of the Successful bidder as per the approved Master plan and based on Technical and Environmental Feasibility.
10.	RFP/ Clause 2.2.15 (Page No. 21) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial, or technical adviser of TNMB in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after the issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of TNMB, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which TNMB may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without TNMB being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member, or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of the RFP. Nor will this disqualification apply where such an adviser is engaged after a period of 3 (three) years from the date of expiry of the commercial operation of the Brownfield Port Facility.	Kindly share the details of all the consultants engaged by the Authority for preparation of any documents, design or technical specification of the Project.	The details of consultants shall not be shared with the bidders. Any details pertaining to the bid will be provided by TNMB.
11.	RFP/Clause # 2.3.1 (Page No. 26) By submitting the Bid, the Bidder acknowledges that there shall not be any change in ownership / shareholding pattern until the 10 th anniversary from the Date of Award of Concession. The members of the consortium shall together hold at least 51% (fiftyone percent) of the paid-up and subscribed equity share capital till the 10 th anniversary from the Date of Award of Concession. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.	Clause 2.3.1 stipulates that no change in ownership or shareholding pattern is allowed until the 10th anniversary from the Award of Concession. This provision is overly restrictive , impacting business flexibility and deterring potential bidders. To enhance the project's investment attractiveness, it is recommended to reconsider this clause and avoid imposing unnecessary burdens on the port developer.	Refer Corrigendum.

S.no	RFP Clause Reference	Point of Clarification required	Response from TNMB															
12.	RFP/Clause # 2.5 (Page No. 27) Site visit and verification of information Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to the site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.	Please clarify whether TNMB will provide power and water connection including any other utilities during the construction phase? Also, please share the applicable charges for the same.	The present available Electricity at the Port Facility is 11 KV and TNMB have Municipal Water Connection. The port will be handed over on as-is-where-is condition. Additional water and Electricity facilities shall be the responsibility of the successful bidder.															
13.	RFP/Clause # 2.12 (Page No. 32) Submission of bid 2.12.1. The bidders should submit their bids only in online through the website www.tntenders.gov.in. 2.12.2. Bidders are allowed to submit their bids in the portal until the closing time. The portal will not allow any bidder to submit their bid after the scheduled date and time. Submission of bids physically is not permitted. 2.12.3. The bidder shall provide all the information sought under this RFP. TNMB will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional bids shall be liable for rejection. 2.12.4. Upon successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.	It is mentioned in clause 2, that the Applicant shall submit the Application in online mode. Kindly confirm whether that scan copies of Application along with all Appendices and other supporting documents are required to be submitted through only online mode and no hardcopies are required to be submitted.	The Bid Documents are required to be submitted only through online mode (through eprocurement).															
14.	RFP/Appendix XIV (Page No. 71) Appendix XIV: BROWNFIELD PORT ASSETS <table border="1" data-bbox="368 1675 1243 1885"> <thead> <tr> <th>S.No</th> <th>Name of Structure</th> <th>Area / Length</th> </tr> </thead> <tbody> <tr> <td>(1)</td> <td colspan="2" style="text-align: center;">Existing Infrastructure</td> </tr> <tr> <td>1</td> <td>Port Office building for Administrative Officer and Toilet block for staff</td> <td>360 M²</td> </tr> <tr> <td>2</td> <td>Cargo Shed No.1</td> <td>725 M²</td> </tr> <tr> <td>3</td> <td>Cargo Shed No.2</td> <td>725 M²</td> </tr> </tbody> </table>	S.No	Name of Structure	Area / Length	(1)	Existing Infrastructure		1	Port Office building for Administrative Officer and Toilet block for staff	360 M ²	2	Cargo Shed No.1	725 M ²	3	Cargo Shed No.2	725 M ²	<p>i. Old Wharf Length: Mentioned as 205m, while Project Information Memorandum states 300m. We seek clarification on accurate length and draft available.</p> <p>ii. Cargo Shed: Mentioned as existing infrastructure, but Project Information Memorandum labels it as proposed. Clarify if the structure is in place or pending Authority's construction.</p> <p>iii. RFP document states area of 725 sqm for each shed, while Project Information Memorandum mentions 900 sqm. Clarification required.</p>	<p>(i-iv) No such information discrepancy, the available assets are mentioned in Annexure XIV of RFP.</p> <p>(v) The present condition of the stackyard of the brownfield port is vacant land.</p>
S.No	Name of Structure	Area / Length																
(1)	Existing Infrastructure																	
1	Port Office building for Administrative Officer and Toilet block for staff	360 M ²																
2	Cargo Shed No.1	725 M ²																
3	Cargo Shed No.2	725 M ²																

S.no	RFP Clause Reference		Point of Clarification required	Response from TNMB
	4	Cargo Shed No.3	725 M ²	iv. Breakwater Lengths: Existing North Breakwater and South Breakwater lengths mentioned as 130m and 210m. However, Project Information Memorandum specifies different lengths: 180m and 230m. Seeking clarification on this inconsistency. v. What is the present condition of the land proposed as stackyard for the brown filed port?
	5	Old Wharf	205 M	
	(2)	New Infrastructure		
	1	North and South Breakwater	North Side= 130 m South Side = 210 m	
	2	Extension of both North and South Breakwater	North Side= 215m South Side = 420m	
	3	Wharf-I	120 X 21 m	
	4	Wharf-II	120 X 21 m	

DCA Queries

S.no	DCA Clause Reference	Point of Clarification required	Response from TNMB
1.	DCA (Page No. 14) “Date of Commercial Operation of Brownfield Port” will be the date of arrival of first commercial vessel to the port or twelve (12) months from the date of signing of concession agreement, whichever is earlier.	COD for Brownfield port may be made 24 months from the date of signing of concession agreement due to following reasons – 1. Support infrastructure such as stocking yard, warehouse, administrative building, ISPS systems with approvals, Procurement of Tug, pilot launch etc will take more than 1 year. 2. Presently there are no port operations. 3. Cargo evacuation facilities such as Road & Rail Connectivity to be achieved. After signing the Concession Agreement, the concessionaire has to prepare a master plan, go for financial closer and then take up Rs 80 Crs worth of works - These activities may take 18- 24months from the date of signing of concession agreement. Therefore, it is requested to treat " Date of Commercial Operation of Brownfield Port " will be the date of arrival of first commercial vessel to the port or 24 months from the date of signing of concession agreement, whichever is earlier.	Tender Conditions Prevail
2.	DCA (Page No. 20) “Project Site” means the Brownfield port facility and Greenfield port facility. Greenfield port facility is the waterfront which includes 3.60 km stretch from the Southern side of the existing port as per the following co-ordinates: • North side – LAT: 11°40’ 39” N, LONG: 79°46’ 19” E • South side – LAT: 11°38’ 51” N, LONG: 79°45’ 55” E The Government Poromboke Lands adjoining the waterfront that would be allotted to the Concessionaire as per the approved master plan shall also form part of the Project Site. Definition “Cargo”	“Project Site” means the Brownfield port facility and Greenfield port facility. Land of Greenfield Port facility not provided. Request authority to include the same. Definition “Cargo” Please confirm that all types of Cargo is permitted to be handled	The Waterfront of Greenfield Port Facility is as per the definition “Project Site” in DCA. There is additional back-up land behind the 47 Acres, as per Appendix -2 of DCA. The land acquisition of this back-up land area shall be carried out by the concessionaire, as per the Concessionaire’s need. (clause 7.1 of DCA). Cargoes as per the environmental clearance shall be handled after complying with the conditions of the MoEF (i.e. Coal, Fertilizer, Cement Containers, and Clean Cargo.).
3.	DCA - (Page No. 26 & 27) Clause: 2.1 d. i & 2.1. f. ii. 2.1. Scope of the Project d. Approval of Master Plan for Brownfield Port Facility i. The Concessionaire shall at its cost, charges and expenses prepare and submit the master plan for all the port related infrastructure	The requirement for the concessionaire to submit the master plan for Brownfield Port within 120 days and 1 year for Greenfield Port from the signing of the concession agreement is insufficient. The development of a comprehensive master plan for a port project especially for Greenfield project is a complex task, involving detailed analysis, strategic planning, and consultations with various stakeholders, making it a time-consuming process. Therefore, we recommend that the Authority considers extending	Tender Conditions Prevail

S.no	DCA Clause Reference	Point of Clarification required		Response from TNMB	
	<p>facilities proposed to be developed during the concession period within 120 days from the date of signing 27 of concession agreement to the Independent Engineer and Concessing Authority. The Concessionaire will be permitted to develop port related infrastructure / facilities within the project site. The infrastructure / facilities proposed to be developed should be included in the master plan along with timeline for implementation and operationalization of each facility. The Concessionaire may seek modifications in the master plan for undertaking the development works not covered in the approved master plan.</p> <p>f. Approval of Master Plan for Greenfield Port facility</p> <p>ii) The Concessionaire shall submit the Master Plan, Designs and Drawings for all the port-related infrastructure facilities proposed to be developed within 1 year from the date of signing of the Concession Agreement to the Independent Engineer and Concessing Authority. However, the Concessing Authority in its discretion may extend the time period beyond 1 year on valid grounds. The Concessionaire will be permitted to develop all port-related infrastructure / facilities within the project site. All the infrastructure / facilities proposed to be developed should be included in the master plan along with the timeline for implementation and operationalization of each facility.</p>	<p>the timeframe to at least 180 days for Brownfield Port and 3 Years for Greenfield Port, considering the nature of the project.</p>			
<p>4.</p>	<p>DCA (Page NO. 26)</p> <p>Section 2.1</p>	Traffic	Furnish the details of traffic forecast for the brownfield port	Traffic	The macro-level traffic potential has been mentioned in page no. 4 of PIM. However, the Detailed Traffic Forecast Study shall be performed by the respective Bidders.
		Land	Furnish the details of the land parcels available for the development of the greenfield port	Land	The Coastal Land at the waterfront area under TNMB for Greenfield Facility is estimated to be 47 acres. The Back-up land have to be acquired by the concessionaire. The ownership details shall be obtained by the concessionaire from revenue authorities. The indicative map will be shared.
		EC	What is the status of the EC for the Brownfield port and for what commodity the EC has been applied or granted? What if the developer wants to extend or construct the additional facility in the brownfield port?	EC	<p>TNMB has already obtained EC from MoEF for the development works and for cargo operations to handle capacity of 5.68 MMTPA.</p> <p>Cargoes as per the environmental clearance shall be handled after complying with conditions of the MoEF (i.e. Coal, Fertilizer, Cement and Containers and Clean Cargo.).</p> <p>The port site is offered in as-is-where-is condition. However, Concessionaire can</p>
		Jetty	A jetty with length of 240 m has been constructed. Please share the design basis of the jetty along with the		
		Breakwater	Please share the design basis and cross section of the existing breakwater for the brownfield port		
		Dredge Depth	Please clarify that for what maximum dredged depth brownfield port has been designed? Does developer has flexibility to further		

S.no	DCA Clause Reference	Point of Clarification required		Response from TNMB	
			deepen and widen the maneuvering area and approach channel to handle bigger size of vessels?		construct the additional facility in the brownfield port as per the approved master plan (DCA – clause 2.1 (d)) after obtaining EC for their proposed new Facilities.
		Study reports	Please provide the modeling study report carried out for the brown field port	Jetty	The Design Report of the Berths will be shared.
		Cargo	Does the developer have the flexibility to handle any cargo on the brownfield berth?	Breakwater	The Design Report of the Breakwater will be shared.
		Jetty	Does the developer can construct / extend the existing jetty to handle additional cargo at brownfield berth?	Dredge Depth	The successful bidder may increase the depth and backup area depending upon the technical feasibility at his cost after obtaining master plan approval from TNMB (DCA – clause 2.1 (d)) and after obtaining EC for their proposed new Facilities.
		Greenfield port	Please furnish the bathymetry, topography of allotted and vacant land for Greenfield port and Bathy and topography levels for brownfield port in AutoCAD format	Study reports	The available information from TNMB will be shared (if any)
				Cargo	Cargoes as per the environmental clearance shall be handled after complying with the conditions of the MoEF (i.e. Coal, Fertilizer, Cement Containers, and Clean Cargo.), additionally, developer have the flexibility to handle any cargo on the brownfield berth subject to the approval of EC.
				Jetty	The port site is offered in as-is-where-is condition. However, Concessionaire can construct the additional facility in the brownfield port as per the approved master plan (DCA – clause 2.1 (d)) and after obtaining EC for their proposed new Facilities.
				Greenfield port	The Bathymetry details for Greenfield Facility are as per the Navigational Chart nos. 357, 3003 and 3036 published by Hydrographic Office, Dehradun. The Successful bidder can obtain other details on their own.
5.	<p>DCA: (Page No. 30) Clause: 3.8</p> <p>3.8. Peaceful Occupation</p> <p>The Concessions Authority warrants that the Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in occupation of the Project Site and Port's Assets during the Concession Period. In the event the Concessionaire is obstructed by any Person claiming any right, title or interest in or over the Project Site and Port's Assets or any part thereof or in the event of any enforcement action including any attachment, distraint,</p>	We request the Concessions Authority to clarify that both sites- brownfield and greenfield are free of any type of encumbrance and there is no R&R involved.		The Project Site as per the definition is free from any type of encumbrance and there is no R&R involved.	

S.no	DCA Clause Reference	Point of Clarification required	Response from TNMB
	appointment of receiver or liquidator being initiated by any Person claiming to have charge on the Project Site and Port's Assets or any part thereof, the Concessing Authority shall, if called upon by the Concessionaire, defend such claims and proceedings.		
6.	<p>DCA (Page No. 31)</p> <p>ARTICLE 4</p> <p>ARTICLE 4.1</p> <p>CONDITIONS PRECEDENT</p> <p>4.1. Conditions Precedent</p> <p>b. The following Conditions Precedent shall be satisfied by the Concessing Authority:</p> <p>i. handing over physical possession of the Project Site and/or the Port's Assets for the purposes of the Project;</p> <p>DCA (Page No. 32)</p> <p>4.2 The aforesaid Conditions Precedent shall be complied with within 180 (One Hundred and Eighty) Days of the date of the Agreement. Each Party shall promptly inform the other Party in writing when the Conditions Precedent for which it is responsible have been satisfied.</p>	<p>The additional Condition Precedents on the Concessing Authority, if Concessionaire develops Port as per Master Plan to include: -</p> <p>a) Obtaining MOEF clearance as per Master Plan submitted by Concessionaire & approved by Authority</p> <p>b) Provide requisite support infrastructure & utilities required as per Approved Master Plan</p> <p>c) Provide 4 lane road connecting the Port to nearest National or State Highway</p> <p>d) Railway line till the boundary limit of the Port</p> <p>e) Provide the Port, Port Assets & Project Facilities free of any Encroachments</p> <p>f) Provide ~1000 acres of Land for Greenfield Port as per Master Plan requested by Concessionaire on nominal lease charges basis</p> <p>For Clause 4.2: Conditions Precedent fulfilment period on the Authority & Concessionaire to be at least 2 years from signing of Concession Agreement</p>	<p>Tender Conditions Prevail</p> <p>Tender Conditions Prevail</p>
7.	<p>DCA (Page No. 34)</p> <p>Clause: 5.1</p> <p>5.1. Performance Guarantee</p> <p>The Concessionaire shall for due performance of its obligations during the Construction, Operation and Maintenance Phase provide to Concessing Authority an unconditional and irrevocable bank guarantee, in favour of the Concessing Authority encash able and enforceable at Chennai (the "Performance Guarantee"). The Performance Guarantee shall be for a sum of ₹8,00,00,000/ (Rupees Eight Crore only) which needs to be issued to authority within 30 days of LOA and an additional 0.5% of the project cost for both Greenfield port facility and Brownfield port facilities which should be provided within 30 (Thirty) working days after the approval of the master plan. Till such time the Concessionaire provides to Concessing Authority the Performance</p>	<p>The Performance Guarantee of Rs. 8 Cr. (equivalent to 10% of the project cost) is on a higher side. We request the Authority to align with PPP norms for major ports, wherein the Concessing Authority typically seeks up to 5% as a performance guarantee. Therefore, we kindly request the Authority to revise the specified amount accordingly.</p>	<p>Tender Conditions Prevail.</p> <p>Cuddalore Port infrastructure have been developed at a cost of 160 Cr. And is offered with back-up land of 111.72 acres, along with greenfield option with 47 acres of coastal land with waterfront. The concessionaire has to provide master plan for Brownfield and Greenfield with their Project Cost which will vary depending on the proposed infrastructure facilities.</p>

S.no	DCA Clause Reference	Point of Clarification required	Response from TNMB
	Guarantee pursuant hereto, the Bid Security shall remain in full force and effect. The Performance Guarantee, if in the form of a bank guarantee shall be valid for an initial period of 3 (Three) years and shall be renewed 30 (thirty) Days prior to expiry of each year, for an additional term of 3 (Three) years until completion of the concession period. It is clarified that the Concessionaire shall be liable to restore the Performance Guarantee to the full amount in case of part encashment of the same by the Concessions Authority. This shall be done within 30 (thirty) Days of any such part encashment. Failure of the Concessionaire to restore and maintain the Performance Guarantee in accordance with this Article shall entitle the Concessions Authority to forthwith terminate this Agreement and also if relevant, to forfeit the Performance Guarantee.		
8.	DCA/ Clause # 6.3 & 6.4 (Page No. 36) 6.3. Development Period 6.4. Construction Period	Request the Authority to distinguish between the Development Period and Construction Period and clarify their applicability on the Port Developer during the concession period.	The Development Period is the phase before the Construction phase, where the studies conducted and the drawings furnished by the Concessionaire would be reviewed. Upon receiving and reviewing the comments, the Concessionaire would enter the Construction phase, as per clauses 6.3 and 6.4. These are indicative phrases for the works to be carried out in the Moratorium period with regular progress.
9.	Concession Agreement Appointment of Independent Engineer. Clause 6.7 – Remuneration (Page No. 40) 6.7. Remuneration The remuneration, cost and expenses of the Independent Engineer shall be borne by the Concessions Authority. One-Half of such remuneration, cost and expenses shall be reimbursed by the concessionaire to Concessions Authority within 15(fifteen) days of receiving a statement of expenditure from Concessions Authority.	It is desirable to have the remuneration to IE paid by the Authority without asking for One-Half of the remuneration from the Concessionaire.	Tender Conditions Prevail
10.	DCA Article 7 (Page No. 45) Road – Rail connectivity	In the case of Road and railway connectivity for the green field port, additional land will be required. Will authority acquire the same and transfer?	The concessionaire will be fully responsible for developing Road and Rail Connectivity. If the concessionaire seeks assistance from Concessions Authority, the Concessions Authority may consider the request on merit basis, at its sole discretion. Acquiring of the Land is as per clause 7.1 of DCA, and depending upon the alignment planned by the Concessionaire, the additional land based on the requirement shall be acquired by the Concessionaire.
11.	DCA/ Clause # 7.1 (Page No. 42) 7.1. Acquisition of land The Concessionaire shall acquire the backup lands adjoining the allotted waterfront for the Greenfield Port Facility development at his cost. The Concessions Authority would not be held responsible for the delay in acquisition of lands on any grounds.	I. What is the total area, land condition, ownership, title, and cost of the backup lands adjoining the waterfront for the Greenfield Port Facility, which is proposed to be acquired by the Port Developer? II. We request the authority to acquire this backup land and lease the same to the port developer as TNMB is better positioned to manage the local conditions and the land ownership would remain with the Authority even after expiry of the project tenure.	i. The Coastal Land at the waterfront area under TNMB is estimated to be 47 acres. The Back-up land have to be acquired by the concessionaire. The indicative map will be shared. The ownership details shall be obtained by the concessionaire from revenue authorities. ii. Tender Conditions Prevail

S.no	DCA Clause Reference	Point of Clarification required	Response from TNMB
		We refer that the additional land for Greenfield development will have to be acquired by the Concessionaire. However, we suggest that the acquisition of land should be on the part of Government or Concessioneing Authority as a fair allocation of obligations between Concessionaire and Authority. Further, any R&R involved should also be the obligation of the Authority.	Tender Conditions Prevail
		Generally. In any Ports development under PPP the Concessioneing Authority will acquire additional lands if required by the concessionaire and lease it to Concessionaire.	Tender Conditions Prevail
		Acquisition of land of ~1000 acres to be acquired by Authority & forming part of the site.	Tender Conditions Prevail
12.	DCA (Page No.45) Clause: 7.6 (e) 7.6. Obligations of the Concessioneing Authority e. Road and Rail Connectivity • The concessionaire will be fully responsible for developing Road and Rail Connectivity and may seek assistance from Concessioneing Authority. The Concessioneing Authority may consider the request on merit basis, at its sole discretion.	We understand that Concessionaire is responsible for developing Rail and Road Connectivity for the Project. Further it is mentioned that the Concessionaire can seek the assistance from the Concessioneing Authority. We would like to understand the kind of assistance that can be sought from the Authority. We understand that the Port is surrounded by populated habitation and there is no proper road connectivity to connect port with NH 32. There will be large amount of movement of trucks for cargo evacuation. Hence, we request the Authority to please share the details of the proposed evacuation plan by road and the availability of right of way for development of road connectivity. Further, we also request Authority share the options for rail connectivity and the availability of right of way for development of rail connectivity	The concessionaire will be fully responsible for developing Road and Rail Connectivity. If the Concessionaire seeks assistance from Concessioneing Authority, the Concessioneing Authority may consider the request on merit basis, at its sole discretion. Acquiring of the Land is as per clause 7.1 of DCA, and depending upon the alignment planned by the Concessionaire, the additional land based on the requirement shall be acquired by the Concessionaire.
13.	DCA (Page No. 51) Clause: 8.3 8.3. Installation of Desalination and ETP Plant in Brownfield Port Facility As mandated in Environmental Clearance, the Concessionaire at his cost should install a 100 KLD desalination plant to meet the water requirements and as per TNPCB norms, the Concessionaire at his cost should setup an ETP plant.	i. We understand that the Authority has obtained Environmental Clearance (EC) for the Brownfield Port. Could you please share a copy of the EC? ii. Additionally, could you provide the status of obtaining Consent to Establish and Consent to Operate from the state pollution control board for the Brownfield Port? iii. Furthermore, could you advise on the EC status for the Greenfield Port?	i. The available information from TNMB will be shared. ii. Consent to Establish will be shared, Consent to operate shall be obtained by the Concessionaire. iii. The Concessionaire is responsible for Obtaining the EC for the Greenfield site.
14.	DCA (Page No. 51) Clause: 8.7 8.7. Creation of Additional wharf / facilities in the Brownfield Port Facility a. The Concessionaire shall create additional wharf / other facilities such as ship repairs etc. at his cost.	The clause stating that the Concessionaire must create additional wharf/other facilities, such as ship repairs, at their own cost in the Brownfield port should be omitted. Instead, there should be flexibility for the Port Developer to develop infrastructure in accordance with its business plan.	Creation of additional wharf/other facilities, such as ship repairs is mentioned for illustration purpose. However, Concessionaire can construct the additional facility in the brownfield port as per the approved master plan (DCA – clause 2.1 (d)) and after obtaining EC for their proposed new Facilities.

S.no	DCA Clause Reference	Point of Clarification required	Response from TNMB																																																																																																								
	b. If the facility is used for handling of cargo, the prevailing cargo charges applicable to the existing facility shall be paid to the Concessioneing Authority.																																																																																																										
15.	<p>DCA (Page No. 54) Article 8.16</p> <p>Minimum Guaranteed Throughput (MGT)</p> <p>The Concessionaire should achieve the Minimum Guaranteed Throughput (MGT) per annum set out as below in the Brownfield Port facilities and it shall not be entitled to any relaxation of its guarantee in this respect:</p> <table border="1"> <thead> <tr> <th>Years</th> <th>Minimum Guaranteed Throughput (Tonnes)</th> <th>Years</th> <th>Minimum Guaranteed Throughput (Tonnes)</th> </tr> </thead> <tbody> <tr><td>1</td><td>3.00 lakh</td><td>26</td><td>35.00 lakh</td></tr> <tr><td>2</td><td>4.50 lakh</td><td>27</td><td>35.00 lakh</td></tr> <tr><td>3</td><td>6.75 lakh</td><td>28</td><td>35.00 lakh</td></tr> <tr><td>4</td><td>10.13 lakh</td><td>29</td><td>35.00 lakh</td></tr> <tr><td>5</td><td>15.19 lakh</td><td>30</td><td>35.00 lakh</td></tr> <tr><td>6</td><td>22.78 lakh</td><td>31</td><td>35.00 lakh</td></tr> <tr><td>7</td><td>35.00 lakh</td><td>32</td><td>35.00 lakh</td></tr> <tr><td>8</td><td>35.00 lakh</td><td>33</td><td>35.00 lakh</td></tr> <tr><td>9</td><td>35.00 lakh</td><td>34</td><td>35.00 lakh</td></tr> <tr><td>10</td><td>35.00 lakh</td><td>35</td><td>35.00 lakh</td></tr> <tr><td>11</td><td>35.00 lakh</td><td>36</td><td>35.00 lakh</td></tr> <tr><td>12</td><td>35.00 lakh</td><td>37</td><td>35.00 lakh</td></tr> <tr><td>13</td><td>35.00 lakh</td><td>38</td><td>35.00 lakh</td></tr> <tr><td>14</td><td>35.00 lakh</td><td>39</td><td>35.00 lakh</td></tr> <tr><td>15</td><td>35.00 lakh</td><td>40</td><td>35.00 lakh</td></tr> <tr><td>16</td><td>35.00 lakh</td><td>41</td><td>35.00 lakh</td></tr> <tr><td>17</td><td>35.00 lakh</td><td>42</td><td>35.00 lakh</td></tr> <tr><td>18</td><td>35.00 lakh</td><td>43</td><td>35.00 lakh</td></tr> <tr><td>19</td><td>35.00 lakh</td><td>44</td><td>35.00 lakh</td></tr> <tr><td>20</td><td>35.00 lakh</td><td>45</td><td>35.00 lakh</td></tr> <tr><td>21</td><td>35.00 lakh</td><td>46</td><td>35.00 lakh</td></tr> <tr><td>22</td><td>35.00 lakh</td><td>47</td><td>35.00 lakh</td></tr> <tr><td>23</td><td>35.00 lakh</td><td>48</td><td>35.00 lakh</td></tr> <tr><td>24</td><td>35.00 lakh</td><td>49</td><td>35.00 lakh</td></tr> <tr><td>25</td><td>35.00 lakh</td><td>50</td><td>35.00 lakh</td></tr> </tbody> </table> <p>For the purpose of estimating Throughput, one loaded TEU will be considered at 12.00 MT and one empty TEU will be considered at 2.00 MT.</p>	Years	Minimum Guaranteed Throughput (Tonnes)	Years	Minimum Guaranteed Throughput (Tonnes)	1	3.00 lakh	26	35.00 lakh	2	4.50 lakh	27	35.00 lakh	3	6.75 lakh	28	35.00 lakh	4	10.13 lakh	29	35.00 lakh	5	15.19 lakh	30	35.00 lakh	6	22.78 lakh	31	35.00 lakh	7	35.00 lakh	32	35.00 lakh	8	35.00 lakh	33	35.00 lakh	9	35.00 lakh	34	35.00 lakh	10	35.00 lakh	35	35.00 lakh	11	35.00 lakh	36	35.00 lakh	12	35.00 lakh	37	35.00 lakh	13	35.00 lakh	38	35.00 lakh	14	35.00 lakh	39	35.00 lakh	15	35.00 lakh	40	35.00 lakh	16	35.00 lakh	41	35.00 lakh	17	35.00 lakh	42	35.00 lakh	18	35.00 lakh	43	35.00 lakh	19	35.00 lakh	44	35.00 lakh	20	35.00 lakh	45	35.00 lakh	21	35.00 lakh	46	35.00 lakh	22	35.00 lakh	47	35.00 lakh	23	35.00 lakh	48	35.00 lakh	24	35.00 lakh	49	35.00 lakh	25	35.00 lakh	50	35.00 lakh	<p>Please provide that MGT to begin from Date of Commercial Operations of Brownfield Port</p> <p>We request MGT from 7th years onwards to be shifted to 10th year onwards as presently the Port is not handling any Cargo & it would take time for development of Eco system</p>	Refer Corrigendum.
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16.	<p>DCA (Page No.58) Article 9.1</p> <p>9.1. License fee for land</p> <p>The Concessionaire shall pay the Concessioneing Authority the license fee for utilizing 111.72 acres of land in the Brownfield Port facilities and 47.14 acres in the Greenfield Port facilities as below:</p> <table border="1"> <thead> <tr> <th>Timeline</th> <th>Brownfield Port Facility</th> <th>Greenfield Port Facility</th> </tr> </thead> <tbody> <tr> <td>Signing of Concession Agreement (A)</td> <td>₹4 crores</td> <td>₹2.75 crores</td> </tr> <tr> <td>A + 13 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 24 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 36 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 48 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 60 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 72 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 84 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 96 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 108 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 120 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 132 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 144 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 156 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 168 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 180 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 192 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 204 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 216 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 228 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> <tr> <td>A + 240 months</td> <td>₹1.71 crores</td> <td>₹0.72 crores</td> </tr> </tbody> </table>	Timeline	Brownfield Port Facility	Greenfield Port Facility	Signing of Concession Agreement (A)	₹4 crores	₹2.75 crores	A + 13 months	₹1.71 crores	₹0.72 crores	A + 24 months	₹1.71 crores	₹0.72 crores	A + 36 months	₹1.71 crores	₹0.72 crores	A + 48 months	₹1.71 crores	₹0.72 crores	A + 60 months	₹1.71 crores	₹0.72 crores	A + 72 months	₹1.71 crores	₹0.72 crores	A + 84 months	₹1.71 crores	₹0.72 crores	A + 96 months	₹1.71 crores	₹0.72 crores	A + 108 months	₹1.71 crores	₹0.72 crores	A + 120 months	₹1.71 crores	₹0.72 crores	A + 132 months	₹1.71 crores	₹0.72 crores	A + 144 months	₹1.71 crores	₹0.72 crores	A + 156 months	₹1.71 crores	₹0.72 crores	A + 168 months	₹1.71 crores	₹0.72 crores	A + 180 months	₹1.71 crores	₹0.72 crores	A + 192 months	₹1.71 crores	₹0.72 crores	A + 204 months	₹1.71 crores	₹0.72 crores	A + 216 months	₹1.71 crores	₹0.72 crores	A + 228 months	₹1.71 crores	₹0.72 crores	A + 240 months	₹1.71 crores	₹0.72 crores	Land Licence Fee of Rs.4.00 Cr & Rs.2.75 Cr at the time of signing of Concession Agreement is substantial high & we request to eliminate the same. Further, the same should be payable at the time of handover of particular land.	Refer Corrigendum for the revised payment schedule of the License fee for the Greenfield and the Brownfield Port Facilities. Additionally, the Land is currently under Possession and handing over land (111.72 acres of Brownfield Facility + 47 acres of Greenfield Facility) would be carried out upon signing of the Agreement.
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17.	<p>DCA (Page No. 59) Article 9.2.2</p> <p>9.2. Cargo charges payable for the Brownfield Port Facility</p> <p>9.2.2 The cargo charges for every month has to be remitted before 5th of the succeeding month. If 5th is a banking holiday in the geographical region, the amount has to be remitted on the next working day</p>	Escalation for Cargo charges shall be kept as 2% in line with recent bidding in the minor ports instead of 15% every 3 years.	Tender Conditions Prevail																																																																		
18.	DCA (Page No. 59) Clause: 9.2.4	The 12-month mobilization period is considerably short, considering the lead time for equipment, which is at least 24	Tender Conditions Prevail																																																																		

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	<p>9.2. Cargo charges payable for the Brownfield Port Facility</p> <p>A mobilization period of 12 months from the date of signing of this agreement shall be permitted to mobilize the resources for commercial operation of the Brownfield port facilities. No extension shall be given beyond this period. During mobilization period, the Concessionaire shall not be liable to pay the Concessions Authority any amount as per Article 9.2.1.</p>	<p>months for procurement, installation, testing, and starting operations due to the limited availability of OEMs in India, hence we kindly request the Authority to extend the implementation period to 24 months. However, the concessionaire will make every effort to complete the project and initiate operations at the earliest possible time.</p> <p>Mobilization period/COD is mentioned as 12 months from the date of signing of Concession Agreement. 12 Months mobilization period is not sufficient due to the detailed reasons explained at Sl.No- 6 and requested for acceptance of COD/Mobilization Period for Brownfield Port as 24 months from the date of signing of Concession Agreement.</p>	Tender Conditions Prevail
19.	<p>DCA (Page No.60) Clause: 9.3.3</p> <p>Gross Revenue means and includes, Gross income generated from the operation of the port or any other service in respect of vessels and cargo as audited by audit firms approved by the Concessions Authority including but not limited to berth hire, pilotage, tug assistance fee, hire charges for flotilla, towage, stevedoring, wharfage, transshipment, lighterage, intraport transportation, demurrage, storage, cargo handling including stuffing and destuffing of containers, hire of floating crafts, railway services and all other revenues from services within port except port dues and interest income whether collected or not by the Concessions Authority and its assignees or sub-contractors or sub-licensees. It is clarified that discounts, if any offered by the Concessionaire to the users for any reason whatsoever in respect of the Project Facilities and Services, shall be ignored for the purpose of Gross Revenue.</p>	<p>Generally, in Brownfield Port Concession Agreements PORT DUES will be collected by the concessionaire and deposited in a separate account called PORT DUES ACCOUNT. The cost towards maintenance dredging as and when carried out by the concessionaire will be met from the PORTS DUES ACCOUNT. Therefore, it is requested to clearly specify the PORTS DUES ACCOUNT will be opened by the concessionaire and all the PORTS DUES will be collected into this specified account.</p>	Tender Conditions Prevail.
20.	<p>DCA (Page No.61) Clause: 9.5 C</p> <p>9.5. Certified Accounts</p> <p>c. In the event that the Gross Revenue reported by the Additional Auditor is higher than that reported by the Statutory Auditor, the auditors shall meet to resolve such differences and if they are unable to resolve the same. The Concessionaire shall pay the Charges reported by the Additional Auditor. The Concessionaire shall also pay interest @12% (twelve percent) on the difference amount for the intervening period. Further, the Concessionaire shall reimburse all costs, charges and expenses related to the Special Audit. Without prejudice to the aforesaid, if the difference between the Gross Revenue reported by the Additional Auditor and that reported by the Statutory Auditor is higher than 5% (five percent), the Concessions Authority shall at its sole discretion have the right to require a Special Audit for the entire outstanding tenure of the Concession.</p>	<p>It is the duty of authority to get the accounts of concessionaire periodically checked either half yearly or yearly by Statutory Audit at the cost of the Authority. Similarly, the appointment of special audit as and when required by the Authority, may appoint and pay the fees to the special audit also in the case of Statutory Audit. This is the procedure in the Brownfield Ports. Therefore, Request to delete this portion of the clause in 9.5.c and Modify the clause accordingly.</p>	Tender Conditions Prevail
21.	<p>DCA (Page No.64) Clause: 9.8(a)</p>	Clause: 9.8 (C)	Refer Corrigendum

S.no	DCA Clause Reference	Point of Clarification required	Response from TNMB
	<p>9.8. Documentation and Processing Fee</p> <p>a. For the brownfield port facilities, 0.5% of the capital cost spent by the authority as per the appendix 3 which will be charged on the date of signing of Concession Agreement</p> <p>Clause: 9.8 c</p> <p>9.8. Documentation and Processing Fee</p> <p>c. For the Greenfield port facilities, 0.5% of the project cost would be charged on the date of approval of the Master plan for Greenfield Port Facility.</p>	<p>In the case of Greenfield Port, the documentation fee charged by the Authority would be 0.5% of the project cost of the Greenfield Port facility. However, the project cost has not been defined in the bid documents and hence we request the authority to provide this information.</p> <p>Clause: 9.8 (a) Since the capital cost for the existing infrastructure spent by the authority documentation fee of 0.5% may be exempted.</p>	Refer Corrigendum.
22.	<p>DCA (Page No. 66) Clause: 11.2</p> <p>11.2. Shareholding</p> <p>a. Selected Bidder/Consortium Members together with its/their Associates hold not less than 51% of its issued and paid-up equity and that no member of Consortium whose technical and financial capacity was evaluated for the purposes of Pre-qualifications in response to Request for Qualification shall hold less than 26% of such equity until 10th (tenth) anniversary from the date of Award of Concession. At any time, after expiry of the aforesaid share holding period, lead member can approach Concession Authority for approval proposing a new entity/ consortium. Concession Authority may at its sole discretion consider and approve it subject to the entity/consortium meeting the eligibility criteria as prescribed in Bid Document for the Project; and</p> <p>b. Any Transfer of shareholding in the Concessionaire and/or direct or indirect change in the Management Control of the Concessionaire, including by way of a restructuring or amalgamation, shall only be with the prior written approval of the Concessioning Authority which consent shall not be withheld except (i) for reasons of national security; or (ii) if the Person proposed for assuming such Management Control would by virtue of the restrictions imposed under the Applicable Law or the conditions of bidding (including restrictions to avoid anti-competitive and monopolistic practice) and/or public policy be disqualified from undertaking the Project.</p>	We refer that the shareholding of the Bidder in the Concessionaire Entity should remain at least 51% for the period of 10 years from COD. However, this is quite restrictive since all other state government models of Concession Agreements for Port Project as well as Model Concession Agreement 2021 approved by Ministry of Ports, Shipping and Waterways (MOPSW) also allows the change in shareholding within 1 year from the COD. In view of optimizing the financial risk, going forward, which may be quite imperative, especially for the Greenfield developments, the shareholding lock in period of 10 years from COD, is too long. We request to relax the provision in view of above cited example.	Refer Corrigendum.
23.	<p>DCA (Page No. 71) Clause: 13.1</p> <p>13.1. Of the Concessionaire</p> <p>a. Applicable Permits</p>	We understand that Environment Clearance has been granted for the brownfield port and greenfield port. Please share the copy of the Environment Clearance received.	The Environmental Clearance of Brownfield will be shared by the Authority. The EC for Greenfield shall be obtained by the Concessionaire.

S.no	DCA Clause Reference	Point of Clarification required	Response from TNMB								
	<p>a. The Concessionaire shall at all times during the Concession Period maintain and comply with the Applicable Permits.</p> <p>b. The Concessionaire shall obtain all approvals for statutory approvals for safe and peaceful operation of port / facilities.</p> <p>c. The Concessionaire shall obtain all statutory approvals for creation of additional wharf / facilities, godown, office space etc.</p>										
24.	<p>DCA (Page No. 109) Appendix 2</p> <p>PROJECT SITE – GREENFIELD PORT FACILITY</p>	Does developer will get the entire or part of the vacant land which is behind the 47.14 Acre allotted land for greenfield port development?	The Coastal Land at the waterfront area under TNMB is estimated to be 47 acres. The Back-up land have to be acquired by the concessionaire. The indicative map will be shared. The ownership details shall be obtained by the concessionaire from revenue authorities.								
25.	<p>DCA (Page No. 111)</p> <p>Appendix 4 PROJECT REQUIREMENTS</p> <p>Clause: 2</p> <p>2. Civil Construction Work</p> <p>Dry Bulk, Break Bulk & Container Terminals</p> <p>The civil construction work may comprise variety of works such as dredging, reclamation, construction of breakwaters, berths, development of back-up area for storage of cargo/containers, approach roads, railways sidings, operational buildings/offices, maintenance workshop, drainage, water supply, environmental protection works and other amenities. The Concessionaire is required to undertake all tests required as per IS/ ISO/IEC standards to ensure that the construction work carried out by him meets not only the functional requirements of the project but also conforms to the required quality as per the standards. In addition, the Concessionaire shall also comply with the provisions of specifications published by the Indian Road Congress, RDSO of Ministry of Railways and 112 provisions of Shore Protection Manual (CERC) of US Army Corps of Engineers, as may be pertinent to the Project. In respect of implementing the Project, the Concessionaire shall refer to and as relevant comply with the design and construction standards specified in the following paragraphs.</p>	Railway connectivity is a crucial factor in attracting cargo to the port. Therefore, how is the railway connectivity envisioned for the port?	The concessionaire will be fully responsible for developing Road and Rail Connectivity. If the concessionaire seeks assistance from Concessioning Authority, the Concessioning Authority may consider the request on merit basis, at its sole discretion. Acquiring of the Land is as per clause 7.1 of DCA, and depending upon the alignment planned by the Concessionaire, the additional land based on the requirement shall be acquired by the Concessionaire.								
	<p>DCA (Page No.119)</p> <p>Appendix 5 CARGO CHARGES FIXED FOR BROWNFIELD PORT FACILITY</p> <table border="1" data-bbox="365 1780 1240 1879"> <thead> <tr> <th>Years</th> <th>Fixed charges / MT (Rs.)</th> <th>Years</th> <th>Fixed charges / MT (Rs.)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>55.00</td> <td>26</td> <td>121.00</td> </tr> </tbody> </table>	Years	Fixed charges / MT (Rs.)	Years	Fixed charges / MT (Rs.)	1	55.00	26	121.00	Cargo Charges of Rs.55/MT for brownfield facility is substantially high & we request to kindly revise in line with existing non-major ports.	Refer Corrigendum
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	24	112.75	49	187.00								
	25	121.00	50	187.00								
26.	DCA (Page No. 120) Appendix 6 REVENUE SHARING FOR GREENFIELD PORT FACILITY Revenue sharing approved by the Concessioneing Authority Revenue sharing approved by the Concessioneing Authority: ____% of the Gross Revenue <table border="1" data-bbox="368 1541 1243 1646"> <thead> <tr> <th></th> <th>Base %</th> <th>Quoted %</th> </tr> </thead> <tbody> <tr> <td>Revenue share to the concessioneing authority</td> <td>3</td> <td></td> </tr> </tbody> </table> <p style="text-align: center;"><i>(The quoted Revenue % Share is exclusive of GST)</i></p>					Base %	Quoted %	Revenue share to the concessioneing authority	3		Base revenue share of 3% for Greenfield facility is too high. Request to rationalize the same.	Tender Conditions Prevail
	Base %	Quoted %										
Revenue share to the concessioneing authority	3											

General and PIM Queries

S.no	PIM Clause Reference	Point of Clarification required	Response from TNMB																					
1.	<p>Project Information Memorandum/Clause # 3 (Page No. 3)</p> <p>Based on the study, the cargo opportunity for Cuddalore Port is as follows:</p> <table border="1"> <tr> <td>Coal</td> <td>MMTPA</td> <td>9.50</td> </tr> <tr> <td>Clinker/ Cement/ Building Material</td> <td>MMTPA</td> <td>1.00</td> </tr> <tr> <td>Fertilizers</td> <td>MMTPA</td> <td>0.50</td> </tr> <tr> <td>Agro Commodities</td> <td>MMTPA</td> <td>0.50</td> </tr> <tr> <td>Edible Oil</td> <td>MMTPA</td> <td>0.5</td> </tr> <tr> <td>Others</td> <td>MMTPA</td> <td>1.00</td> </tr> <tr> <td>Total</td> <td>MMTPA</td> <td>13.00</td> </tr> </table> <p>Of all the declared non-major Ports, few Ports are under the direct control of the Tamil Nadu Maritime Board and few of the Port development permissions have been accorded to private players who intend to develop a Port-based captive industry.</p>	Coal	MMTPA	9.50	Clinker/ Cement/ Building Material	MMTPA	1.00	Fertilizers	MMTPA	0.50	Agro Commodities	MMTPA	0.50	Edible Oil	MMTPA	0.5	Others	MMTPA	1.00	Total	MMTPA	13.00	Please provide us the traffic study report conducted by the port authority and elaborate on the projected cargo volume opportunities for Cuddalore Port based on the study?	The macro-level traffic potential has been mentioned in page no. 4 of PIM. However, the Detailed Traffic Study shall be performed by the respective Bidders.
Coal	MMTPA	9.50																						
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Total	MMTPA	13.00																						
2.	<p>Project Information Memorandum/Clause # 10 (Page No. 15)</p> <p>10. Cost of the Project</p> <p>The cost of the project for the development of the Port facilities was ₹159.45 crores. In addition to the above, the selected private operator has to invest about ₹80 crores for establishing the following facilities to operate and maintain the Port:</p> <p>Mandatory Facilities</p> <ul style="list-style-type: none"> • Desalination plant • Effluent Treatment plant <p>Optional Facilities</p> <ul style="list-style-type: none"> • Stocking yard • Warehouse • Administrative Building • Toilets and Bathroom 16 • Internal Road • High mast Lights • Boundary wall with barbed wire • ISPS equipment • Tug • Patrol / Pilot / Mooring Launch 	What is the rationale for mandating the Port Developer to invest Rs. 80 Crore in the Brownfield Port, along with a breakdown of this cost?	The infrastructure details and cost mentioned are only indicative and shall be set up by the concessionaire as per their requirements.																					

S.no	PIM Clause Reference	Point of Clarification required	Response from TNMB						
	The above facilities are only indicative. Any other facilities that may be required to comply with the regulations will be the responsibility of the selected Port Developer.								
3.	<p>Project Information Memorandum/Clause # 11 (Page No. 16,17)</p> <p>Greenfield Port</p> <p>A mobilization period of 8 years from the date of signing of Concession agreement shall be permitted to develop and mobilize the resources for commercial operation of the Greenfield Port facilities. During the mobilization period, the selected Port Developer shall not be liable to pay the TNMB any amount.</p> <p>The selected Port Developer shall pay the Concessioneing Authority on monthly basis of A% of the Gross Revenue generated from the Greenfield Port facilities to be developed by the Concessionaire. The revenue share percentage shall be discovered thorough tender process. The Revenue share table will be as below:</p> <table border="1"> <tr> <td>Upto 15 years</td> <td>_____% of the gross revenue ----> (A)</td> </tr> <tr> <td>16-30</td> <td>1.5 X A</td> </tr> <tr> <td>31-50</td> <td>2 X A</td> </tr> </table>	Upto 15 years	_____% of the gross revenue ----> (A)	16-30	1.5 X A	31-50	2 X A	It is stated that during the mobilization period for the Greenfield Port, the selected Port Developer is not liable to pay any amount to the TNMB. Could you please clarify whether this encompasses the Royalty on gross revenue and land license fee during that period?	The land license fee shall be paid as per the RFP clause 1.2.14. The Royalty of Gross Revenue shall be paid as per Clause 9.3 of DCA.
Upto 15 years	_____% of the gross revenue ----> (A)								
16-30	1.5 X A								
31-50	2 X A								
4.	Project Information Memorandum Section 2	Please furnish the DPR prepared by Department of Ocean Engineering, Indian Institute of Technology, Madras	The available information with TNMB will be shared.						
5.	Project Information Memorandum Section 3	Please furnish the report on Market assessment for the proposed Greenfield port	The macro-level traffic potential has been mentioned in page no. 4 of PIM. However, the Market Assessment Study shall be performed by the Concessionaire.						
6.	<p>Project Information Memorandum (Page No. 12,13)</p> <p>7. Geotechnical data</p> <p>Geotechnical investigations conducted at site</p> <p>Geotechnical Investigations consisted of three boreholes was carried out. While carrying out borehole investigations, Standard Penetration Tests (SPTs) were also carried out at every 1.50m depth intervals.</p> <p>Assessment of Geotechnical conditions at site</p> <p>At that time of soil investigation, the ground water table was encountered at 1.30 m below existing ground level. Three numbers of standard oil investigation boreholes of 150 mm diameter were taken at specified locations. Investigations were conducted up to 30.0 m. SPTs were conducted at every 1.5 m depth internals and samples were collected for identification and testing.</p>	<p>Brownfield port area - Kindly share the complete Geotechnical data of the berth area & backup yard along with the location layout.</p> <p>Green field port area - Please furnish the Geotechnical data / report pertaining to green field port area as available.</p>	<p>Brownfield port area – The Geotechnical data will be shared by TNMB.</p> <p>Greenfield port area - the Geotechnical data / report pertaining to green field port shall be performed by the Concessionaire.</p>						

S.no	PIM Clause Reference	Point of Clarification required	Response from TNMB																								
	<p>Subsoil conditions at Location of Marine facilities</p> <p>Based on visual identification of soil samples and test results (of both field and laboratory tests), the soil profiles have been arrived. Subsoil is made up of four distinctive layers and is as mentioned below:</p> <ol style="list-style-type: none"> 1. Silty Sand 0.0 m to (-) 11.60 m below G.L. with SPT's N = 24 2. Medium stiff clay (-) 11.60 m to (-) 24.80 with SPT's N=7 3. Silty Sand (-) 24.80 m to (-) 50.00 m with SPT's N=50 																										
7.	<p>Project Information Memorandum (Page No. 14)</p> <p>9. Layout of Berth</p> <p>The berths and berthing basins have been located in areas which are best protected from wind and wave disturbance and away from the disturbance incident upon the harbour entrance and resonance. The turning circle has been located at the head of approach channel.</p> <p>Further, the selected Port Developer shall submit the master plan for all the port related infrastructure facilities proposed to be developed during the concession period. The Port Developer will be permitted to develop port related infrastructure / facilities within the project site. The infrastructure / facilities proposed to be developed should be included in the master plan along with timeline for implementation and operationalization of each facility.</p>	<p>Brownfield port area - Please furnish the bathymetry layout of the approach channel including turning circle / berth pocket for information. Brownfield port area - Please furnish the topography layout of the backup yard (111 acres) for information.</p> <p>Greenfield port area - Please furnish the bathymetry layout of the approach channel including turning circle / berth pocket for information as available. Greenfield port area - Please furnish the topography layout of the backup yard (47 acres) for information as available</p>	<p>The available latest Bathymetry Report and the Topography Layout will be shared.</p> <p>The Bathymetry details for Greenfield Facility are as per the Navigational Chart no. 357, 3003, and 3036 published by Hydrographic Office, Dehradun. The Successful bidder can obtain other details on their own.</p>																								
8.	<p>Project Information Memorandum (Page No. 01)</p> <p>2. Project Scoping</p> <p>Brownfield Port Facilities</p> <p>The Detailed Project Report prepared by the Department of Ocean Engineering, Indian Institute of Technology, Madras recommended the following development works to operationalize the port:</p> <table border="1"> <thead> <tr> <th>S. No</th> <th colspan="2">Capacity Expansion Project Components</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Berth – 2 Nos.</td> <td></td> </tr> <tr> <td></td> <td>Length</td> <td>120 m</td> </tr> <tr> <td></td> <td>Width</td> <td>21 m</td> </tr> <tr> <td></td> <td>Depth at berthing pocket</td> <td>(-) 10 m</td> </tr> <tr> <td>2.</td> <td>Turning circle</td> <td></td> </tr> <tr> <td></td> <td>Diameter</td> <td>300 m</td> </tr> <tr> <td></td> <td>Depth</td> <td>(-) 10 m CD</td> </tr> </tbody> </table>	S. No	Capacity Expansion Project Components		1.	Berth – 2 Nos.			Length	120 m		Width	21 m		Depth at berthing pocket	(-) 10 m	2.	Turning circle			Diameter	300 m		Depth	(-) 10 m CD	<p>Please provide the Detailed Project Report prepared by the Department of Ocean Engineering, Indian Institute of Technology, Madras for development works to operationalize the Brownfield Port Facilities.</p> <p>Brownfield port area - Please furnish the following pertaining to the constructed berth (240m length) for information.</p> <ol style="list-style-type: none"> a) General arrangement drawing of the berth. b) Design basis report of the berth. <p>Brownfield port area - Please furnish the following pertaining to the constructed breakwater for information.</p> <ol style="list-style-type: none"> a) General arrangement drawing of the breakwater. <p>Cross section of Breakwaters.</p> <p>Request to provide the Detailed Project Report (DPR) as mentioned above.</p>	<p>The available information with TNMB will be shared.</p> <ol style="list-style-type: none"> a) General arrangement drawing of the berth – AutoCAD drawing of the Brownfield port Layout will be furnished b) Design basis report of the berth – will be shared by TNMB c) Cross section of Breakwaters. – The Breakwater Design Report will be shared by TNMB. <p>The available information with TNMB will be shared.</p>
S. No	Capacity Expansion Project Components																										
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	<table border="1"> <tr> <td></td> <td>Approach Channel length</td> <td>1,500 m</td> </tr> <tr> <td></td> <td>Approach Channel width</td> <td>60 m</td> </tr> <tr> <td></td> <td>Approach Channel dredge depth</td> <td>(-) 9 m CD</td> </tr> <tr> <td></td> <td>Channel slope</td> <td>1V:5H</td> </tr> <tr> <td>3.</td> <td>Capital dredging in cum</td> <td>18,73,476m³</td> </tr> <tr> <td>4.</td> <td>Breakwater extension using armour stones & tetrapod</td> <td></td> </tr> <tr> <td></td> <td>Extension of North breakwater</td> <td>215 m</td> </tr> <tr> <td></td> <td>Extension of South breakwater</td> <td>420 m</td> </tr> </table> <p>Accordingly, the development works were undertaken by TNMB and completed.</p> <p>TNMB will give a license to use the project facilities along with land to an extent of 111.72 acres for a period of 50 years extendable up to 99 years based on mutually agreed terms. The selected Port Developer has to create the support infrastructures and undertake the Development, Marketing, Operation, and Maintenance of the port.</p>		Approach Channel length	1,500 m		Approach Channel width	60 m		Approach Channel dredge depth	(-) 9 m CD		Channel slope	1V:5H	3.	Capital dredging in cum	18,73,476m ³	4.	Breakwater extension using armour stones & tetrapod			Extension of North breakwater	215 m		Extension of South breakwater	420 m		
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9.	<p>Project Information Memorandum (Page No. 11)</p> <p>6. Oceanographic data</p> <p>Currents</p> <p>The current speed and direction recorded at 20 minutes interval for 15 days at the 6 locations which are given below:</p> <ul style="list-style-type: none"> ➤ C1 – 0.18 m/s, ➤ C2 – 0.24 m/s ➤ C3 – 0.35 m/s, ➤ C4 – 0.22 m/s, ➤ C5 – 0.26 m/s and ➤ C6 – 0.24 m/s. <p>In general currents appeared to be more dominated by tides than the influence of wind and general circulation in the area. The above current details are taken from the Bathy Oceanographic survey final report carried out by Indomer Coastal Hydraulics (P) Ltd (September 2008).</p>	Bathy Oceanographic survey final report carried out by Indomer Coastal Hydraulics (P) Ltd (September 2008) shall be furnished.	The Latest Bathymetry Survey Report by IIT Madras will be Shared.																								
	<p>Project Information Memorandum (Page No. 13,14)</p> <p>8. Handling Capacity</p>	Please confirm whether during the calculation of handling capacity, the number of Mobile Harbor cranes considered is two for each berth in the Brownfield Project.	Yes, two Mobile Harbour Cranes are considered in calculating the handling capacity of each berth.																								

S.no	PIM Clause Reference	Point of Clarification required	Response from TNMB																																				
	<p>Brownfield Port Facilities</p> <table border="1" data-bbox="368 436 1240 1192"> <tr> <td>Parcel size of vessel</td> <td>:</td> <td>6000 T</td> </tr> <tr> <td>Handling rate</td> <td>:</td> <td>1100 TPH (@100% efficiency)</td> </tr> <tr> <td>No. of mobile harbor crane to be considered</td> <td>:</td> <td>2 Nos.</td> </tr> <tr> <td>Capacity of 1 No. of mobile harbor crane</td> <td>:</td> <td>550 TPH</td> </tr> <tr> <td>Capacity of 2 Nos. of mobile harbor crane</td> <td>:</td> <td>1100 TPH</td> </tr> <tr> <td>No. of hours for coal handling</td> <td>:</td> <td>6000/1100 = 5.45 Hrs = 6 Hrs</td> </tr> <tr> <td>No. of hours for berthing and unberthing</td> <td>:</td> <td>6 Hrs</td> </tr> <tr> <td>Duration for handling 1 vessel</td> <td>:</td> <td>12 Hrs (0.5 days)</td> </tr> <tr> <td>No. of days berth available per year</td> <td>:</td> <td>(364 days @ 65%) = 236.60 days</td> </tr> <tr> <td>Volume of coal that could be handled in 236 days</td> <td>:</td> <td>236.60/0.5 = 473.2 ships x 6000 T = 2.84 MTPA</td> </tr> <tr> <td>Handling capacity of 1 berth</td> <td>:</td> <td>2.84 MTPA</td> </tr> <tr> <td>Handling capacity of 2 berths</td> <td>:</td> <td>5.68 MTPA</td> </tr> </table> <p>For the Greenfield Port development, the selected Port Developer shall create additional wharf / other facilities such as ship repairs etc. at his cost based on market demand.</p>	Parcel size of vessel	:	6000 T	Handling rate	:	1100 TPH (@100% efficiency)	No. of mobile harbor crane to be considered	:	2 Nos.	Capacity of 1 No. of mobile harbor crane	:	550 TPH	Capacity of 2 Nos. of mobile harbor crane	:	1100 TPH	No. of hours for coal handling	:	6000/1100 = 5.45 Hrs = 6 Hrs	No. of hours for berthing and unberthing	:	6 Hrs	Duration for handling 1 vessel	:	12 Hrs (0.5 days)	No. of days berth available per year	:	(364 days @ 65%) = 236.60 days	Volume of coal that could be handled in 236 days	:	236.60/0.5 = 473.2 ships x 6000 T = 2.84 MTPA	Handling capacity of 1 berth	:	2.84 MTPA	Handling capacity of 2 berths	:	5.68 MTPA	<p>Vessel size and handling capacity for the brownfield facility have been stated in the table. Please clarify that the developer can change the same based on the requirement without hampering the business requirements.</p>	<p>Yes.</p>
Parcel size of vessel	:	6000 T																																					
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10.	<p>Project Information Memorandum (Page No. 8 to 12)</p>	<p>The authority is requested to provide the following details with respect to Brownfield & Greenfield Facilities:</p> <ul style="list-style-type: none"> • Geo-technical and Soil Studies • Site Surveys and Topography studies • Techno-feasibility studies • Structures and Obstructions in place to be removed • Bathymetry and Hydrography studies • Any environmental and statutory restrictions 	<ul style="list-style-type: none"> • Geo-technical and Soil Studies - will be shared by TNMB • Site Surveys and Topography studies – Data for the Brownfield will be Shared by TNMB. The Site Surveys and Topography studies pertaining to green field port shall be performed by the Successful Bidder. • Techno-feasibility studies – Please refer PIM. • Structures and Obstructions in place to be removed – This will vary depending on the proposed infrastructure facilities in the master plan of the successful bidder or There are no obstructions in the Brownfield Port Area. • Bathymetry and Hydrography studies – Bathymetry Report will be shared by TNMB. The Hydrographic details are as per the Navigational Chart no. 357,3003, and 3036 published by Hydrographic Office, Dehradun. • Any environmental and statutory restrictions – Will be based on EC (will be shared by TNMB) 																																				

S.no	PIM Clause Reference	Point of Clarification required	Response from TNMB
11.	<p>Project Information Memorandum/Clause #13 (Page No. 19)</p> <p>13. Terms of Contract</p> <ul style="list-style-type: none"> • Development, Operation & Maintenance of the Project Facilities for a period of 50 years, extendible up to a maximum period of 99 years including repairs, maintenance and replacement if any. • Installation of desalination plant, ETP and other equipment as may be required for the regular operations of the port at the cost of Port Developer. At the end of the Concession period, the Port Developer shall have the option of taking back the equipment's or transfer to TNMB at the value fixed by TNMB. • Creation of Additional wharf / Godown / Office Space / other facilities at the cost of Port Developer with prior approval of TNMB. • After completion of the concession period, the Port Developer should hand over the entire port with infrastructure and installations thereon to TNMB without any financial or other consideration. 	<p>Under Terms of Contract, point no. 2 indicates that at the end of the concession period, Port Developer has the option to take back the equipment or transfer it to TNMB at a fixed value. In contrast, point no. 4 states that Port Developer should hand over the entire port with infrastructure and installations to TNMB without any financial or other consideration. Request clarification to address the inconsistency between these two provisions</p>	<p>Kindly, read as</p> <p>Terms of Contract</p> <ul style="list-style-type: none"> • Development, Operation & Maintenance of the Project Facilities for a period of 50 years, extendible up to a maximum period of 99 years including repairs, maintenance and replacement if any. • Installation of desalination plant, ETP and other equipment as may be required for the regular operations of the port at the cost of Port Developer. At the end of the Concession period, the Port Developer shall have the option of taking back the equipment's or transfer to TNMB at the value fixed by TNMB. • Creation of Additional wharf / Godown / Office Space / other facilities at the cost of Port Developer with prior approval of TNMB.

S.no	General	Point of Clarification required		Response from TNMB				
1.	General	<p>1. Please provide the data on the following:</p> <ul style="list-style-type: none"> • Brownfield Port master plan in Auto CAD • Design basis report and “As- built” drawings of the existing berths. • Latest bathymetry file at the berth pocket, channel and turning circle. • Bathy Oceanographic survey final report carried out by Indomer Coastal Hydraulics (P) Ltd • Latest topography survey chart of the berth area, yard area etc. • Geo-technical Investigation Report • Hydrodynamics studies • Proposed Project Land Boundary Layout with coordinates in AutoCAD • Details of Rail and road connectivity with the port • Permissible LOA, beam, max arrival draft and sailing draft of vessel. • Load bearing capacity with brownfield port. • Techno Economical Feasibility Report 	<p>2. Given the Greenfield nature of the project and substantial investment from the private sector, we request the inclusion of an exclusivity clause, ensuring a non-competing facility within a 100km radius. This measure would safeguard and protect the investments made by private port developers.</p>	<p>3. Please confirm whether Vessel Related Charges (like Port Dues, Pilotage, Berrh Hire) shall be considered as a part of the revenue streams for the port developer at the brownfield and greenfield port.</p>	<p>4. Please provide the list of restricted commodities that cannot be handled at the Port.</p>	<p>5. Please provide details of the cargo traffic handled at the existing berths for the past 5 years.</p>	<p>6. Kindly furnish the data pertaining to the Tidal Chart at the port.</p>	<p>1.</p> <ul style="list-style-type: none"> • Brownfield Port Layout plan in Auto CAD – will be shared by TNMB. • Design basis report and “As- built” drawings of the existing berths – Design Report of the Berths will be shared. • Latest bathymetry file at the berth pocket, channel and turning circle – will be shared by TNMB • Bathy Oceanographic survey final report carried out by Indomer Coastal Hydraulics (P) Ltd – Latest Bathymetry Report by IIT Madras will be shared • Latest topography survey chart of the berth area, yard area etc. – For the Brownfield area, the topography survey report will be shared. • Geo-technical Investigation Report - For the Brownfield area, the Geo-technical Investigation Report will be shared. • Hydrodynamics studies - For the Brownfield area, the Hydrodynamics studies will be shared. • Proposed Project Land Boundary Layout with coordinates in AutoCAD – For the Brownfield area, the layout will be shared. • Details of Rail and road connectivity with the port – The nearest NH connectivity from the Brownfield Port Facility is at a distance of ~1.5 Km and the Nearest Railway Junction from the Brownfield Port Facility is at a distance of ~2.5 km. • Permissible LOA, beam, max arrival draft and sailing draft of vessel – For the Brownfield area, Permissible LOA, beam, max arrival draft and sailing draft of vessel will be shared. • Load bearing capacity with brownfield port – will be shared by TNMB • Techno Economical Feasibility Report – Please refer PIM. <p>2. Tender Conditions Prevail</p> <p>3. The Gross Revenue of the Concessionaire is defined as per clause 9.3.3 of DCA which states that Vessel Related Charges are considered as Revenue.</p> <p>4. Cargoes for the Greenfield Port Facility as per the environmental clearance shall be handled after complying with the conditions of the MoEF (i.e. Coal, Fertilizer, Cement Containers, and Clean Cargo.). Cargo for the Brownfield Port Facility would be as per the EC obtained by Concessionaire.</p> <p>5. No Cargo was handled at the existing berths for the past 5 years.</p> <p>6. There are no specific tidal data available for Cuddalore Port published by Survey of India, GOI. However tidal predictions for Cuddalore Port can be made by interpolating the tidal data for the Nagapattinam and Chennai Port. The tidal data of Nagapattinam and Chennai Port will be shared by TNMB.</p>
	General	Port Limits	Request to confirm whether the port limits of the existing Cuddalore Port also include the location and area demarcated for Greenfield development.	Port Limits	Yes, the existing Port limits include the Greenfield Port Facility. The available information with TNMB will be shared.			

S.no	General	Point of Clarification required		Response from TNMB	
			Please share the KMZ and Auto CAD format files providing the details.	Source of Power and Water Connectivity	The present Electricity at the Port Facility is 11 KV and TNMB have Municipal Water Connection. The port will be handed over on as-is-where-is condition. Additional water and Electricity facilities shall be the responsibility of the successful bidder for the Brownfield Port.
	General: Fishing Activity in the Uppannar River	If fishing boats are permitted into the Uppannar River by the Authority, there will be number of problems with the fishermen community for operating the Brownfield Port. Since the fishing activity is Earmark in the Parawanar river, it is necessary for the Authority to take necessary action to avoid operation of fishing boats into Uppannar River.		Please refer clause 12.1 (q) of DCA.	
	General	How the provision of this concession agreement will apply if Concessionaire would develop only single facility i.e. either Brownfield or Greenfield facility		Please refer the clause 16.2 of DCA.	

Sd/- STATE PORT OFFICER