REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF PORT OPERATOR FOR OPERATION ,MAINTENANCE AND MARKETING OF PORT AT CUDDALORE FOR A CONCESSION PERIOD OF 40 YEARS

REFERENCE NO. 4770/S1/2022-2025

Pre-bid Meeting	07.03.2025 at 11:00 AM
Last Date for Submission of Bid	07.04.2025 at 11:00 AM
Date of Opening of Bid	08.04.2025 at 11:30 AM

Tamil Nadu Maritime Board

No. 171, South Kesavaperumal Puram Off Greenways Road,

Raja Annamalaipuram Chennai - 600028

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF PORT OPERATOR FOR OPERATION, MAINTENANCE AND MARKETING OF CUDDALORE PORT AT CUDDALORE FOR A CONCESSION PERIODOF 40 YEARS

RFP REFERENCE NO. 4770/S1/2022-2025

Tamil Nadu Maritime Board ("TNMB "or "Authority") invites online responses ("Proposals"/"Bids") to this Request for Proposal ("RFP") to select Private entities for "Selection of Port Operator for Operation, Maintenance & Marketing of Port at Cuddalore, for a Concession period of 40 years ".

The Request for Proposal (RFP) document can also be downloaded from the following websites:

1. www.tntenders.gov.in

The RFP documents will be available for downloading from 20.02.2025 onwards. RFP documents shall be downloaded through the Tamil Nadu Government e-procurement system Portal only: www.tntenders.gov.in

For any clarifications regarding this RFP, the prospective bidders may submit in writing to "Vice Chairman & Chief Executive Officer, Tamil Nadu Maritime Board, No. 171, South Kesavaperumal Puram, Off Greenways Road, Raja Annamalai Puram, Chennai - 600 028" or through e-mail to tnmb@tn.gov.in with identification/ title: "Queries/Request for Additional Information: RFP for Selection of Port Operator For Operation, Maintenance & Marketing of Port at Cuddalore, for a Concession period of 40 years".

Vice Chairman & Chief Executive Officer,
Tamil Nadu Maritime Board

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DISCLAIMER

The information contained in this document Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of TNMB or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Request for Proposal (RFP) and such other terms and conditions subject to which such information is provided.

This document is not an agreement and is neither an offer nor an invitation by TNMB to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids for qualification and in making their financial offers pursuant to this RFP (the "Bids"). This RFP includes statements, which reflect various assumptions and assessments arrived at by TNMB in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for TNMB, its employees, or advisors to consider the investment objectives, financial situation, and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. TNMB accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

TNMB, its employees, and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment, or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

TNMB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. TNMB may, in its absolute discretion but without being under any obligation to do so, update, amend, or supplement the information, assessment, or assumptions contained in this RFP.

The issue of this RFP does not imply that TNMB is bound to select or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project, and TNMB reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by TNMB or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and TNMB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Associate	As defined in Clause 2.2.14
Authority	As defined in Clause 1.1.1
Bid (s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.5
Bid Due Date	As defined in Clause 1.1.5
Bidding Process	As defined in Clause 1.2.4
Bid Security	As defined in Clause 1.2.10
Bid Stage	As defined in Clause 1.2.4
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Damages	As defined in Clause 2.3.2
Government	Government of Tamil Nadu
Highest Bidder	As defined in Clause 1.2.16
LOA	As defined in Clause 3.2.6
Member	Member of a Consortium
Project	As defined in Clause 1.1.1
Re. or Rs. Or INR or ₹	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.2.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

1 INTRODUCTION

1.1 Background

1.1.1 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 Paravanar along the Bay of Bengal.

TNMB has undertaken the development of the following infrastructure works at a cost of Rs.160 crores:

1. Extension of North and South Breakwater
2. Construction of wharfs 1 & 2 (240 meters in length)
3. Dredging of approach channel (approx. - 9m)

TNMB now intends to select a port operator for the following Project (the "Project"): **Operation, Maintenance & Marketing of Port at Cuddalore for a Concession Period of 40 Years.**

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 40 years. The selected port operator has to create the following minimum support infrastructures to operate and maintain the port:

Mandatory Facilities

- Desalination plant (100 KLD)
- Effluent Treatment plant
- Other Statutory Requirements such as ISPS, NSPC, Communication, etc.
- Any other supporting Infrastructure

1.1.2 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 Operation, Maintenance and Marketing of the project facility 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.

1.1.3 The scope of work is set forth in detail in the draft Concession Agreement. In terms of the draft Concession Agreement, the selected Port Operator (Concessionaire) shall also be entitled to collect and appropriate revenues generated therefrom.

1.1.4 The statements and explanations contained in this document are intended to provide

a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner to the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or TNMB's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this document or the terms thereof or herein contained. Consequently, any omissions, conflicts, or contradictions in the Bidding Documents including this, are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by TNMB.

1.1.5 TNMB shall receive Bids pursuant to this RFP in accordance with the terms set forth in this document and other documents to be provided by TNMB pursuant to this document as modified, altered, amended, and clarified from time to time by TNMB, (collectively the "Bidding Documents") and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "Bid Due Date").

1.2 Brief description of bidding Process

1.2.1 The Authority invites bidders (the "Bidder" which expression shall, unless repugnant to the context, include the Members of the Consortium) to submit their Bids for the Project electronically in the unified e-procurement platform of the Government of Tamil Nadu www.tntenders.gov.in (hereinafter referred to as "E-Procurement Website") in accordance with the terms of this RFP.

1.2.2 The Bidders are required to register themselves on the Tamil Nadu e-procurement system portal at URL: https://tntenders.gov.in/nicgep/app and submit soft copies of their proposal electronically using valid Digital Signature Certificates. Bidders may refer to instructions on online proposal submission available on the site at:

a. https://tntenders.gov.in/

1.2.3 The Authority shall not be held liable for any delay in bid submission for any reason whatsoever. The Proposal must be submitted online through the e-procurement process as specified in the RFP. The Bidders may also refer to below instructions:

a. Bid document is uploaded in the e-procurement portal https://tntenders.gov.in. The prospective Bidder shall register themselves in the e-procurement Portal (https://tntenders.gov.in) and submit the Bids electronically through the e-procurement portal.
b. It is mandatory for the Bidder to possess a valid Class-3 Signing and Encryption Digital Signature Certificate in the name of the Tender submitting authority to complete the e-procurement Bid process as per the provisions of the Government of India IT Act 2000 with the latest amendments.

c. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the web site https://tntenders.gov.in under the link "Information about DSC".
d. The website has user manuals with detailed guidelines on enrolment and participation in the online Bidding process. The user manuals can be downloaded for ready reference.
e. The Bidders are requested to download the e-procurement help manual and user manuals from the Portal for reference.
f. The registered Bidder can log into the e-procurement portal and download the Bid Forms and Bid document /corrigendum as applicable and go through them carefully.
g. Bidder shall go through the Bid documents and get ready with all relevant documents in pdf/xls/rar formats as indicated therein. In the Technical Proposal, Bidder may attach an index page wherever necessary, in the beginning, which indicates the details of the files/documents that follow the index page against the Technical Proposal content indicated. This shall also help for easy reference later.
h. While scanning the Bid documents to convert to pdf, Bidder shall scan the page in 65 to 100 dpi mode, to get a readable page after scanning, and also the size of the document shall be lesser. For pages in text, it is advised to use 65 dpi mode, and for pages with images, 100 dpi mode.
i. Bidder shall be ready with the Technical Proposal and Financial Proposal in filled form, well in advance, to avoid last-minute submission and once the bids are ready in all aspects, they may choose the freeze option to submit the Bid finally and thereafter they shall get a Bid acknowledgement receipt which is the final step, indicating the Successful submission of the Bid.
j. The Technical and Financial Proposals shall be submitted separately using the Digital Signature Certificates.
k. Bidder can do the re-submission of the Bid any number of times, either Technical Proposal or Financial Proposal or both till the closure of the bid.
l. The Bids shall be submitted online not later than the date and time specified in the Tender Schedule or Corrigendum if published. The E-procurement portal shall automatically lock the date and time exactly as specified in the tender.
m. If the bid is not fully submitted before the closing date and time and the bid submission is in progress and could not be completed before the closing date and time, the bid will not be successfully submitted. Hence the Bidder should be cautious to submit the Bids well in advance to avoid failures in the submission of their bids.
n. For all Bid processing activities, the server time indicated at the top of the e- Portal, while doing Bid submission/opening activities shall be final. The Local system time shall not be taken into account in such case.
o. The e-procurement system shall issue a Bid acknowledgement receipt which is the final proof for the Successful Bid submission.
p. Bidder may contact the Helpdesk Ph. No. 044-24461505 at National Informatics Centre for support on the e-procurement portal.

1.2.4 The Authority has adopted a single-stage bidding process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The Bid comprises of (i) Technical bid and (ii) Financial bid. The bidders who are qualified in the technical bid will be shortlisted and the financial bids (the "Bid Stage") of those bidders alone will be opened.

1.2.5 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date ("Bid Validity Period").

1.2.6 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted. The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Concession, Specifications, Bill of Quantities, and other documents forming part of this Concession wherever the Concession so requires.

1.2.7 The Bidding Documents including the draft Concession Agreement along with Schedules, for the Project is enclosed for the Bidders. The aforesaid documents and any addendum issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.8 The technical bid containing Bid Security and documents as prescribed in the RFP, documents received "online" only shall be opened at 11:30 hours on 08.04.2025 (as per server system clock) in the office of the TNMB.

1.2.9 The Financial Cover containing Price Bid Documents of the Qualified bidders will be opened on a later date with due intimation to them.

1.2.10 A Bidder is required to deposit, along with its Bid, a Bid Security of Rs.1,00,00,000 (Rupees One Crore 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.

a. The Bidders will have an option to provide Bid Security in the form of online transfer through e-procurement portal, or via Electronic Bank Guarantee (e-Bank Guarantee) only, and in such event, the validity period of the e-Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date with a claim period of 365 (three hundred and sixty five) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. For avoidance of doubt, it is clarified that the Authority will not accept any physical bank guarantee related to Bid Security and any Bid accompanied by physical bank guarantee for Bid Security shall not be accepted.
b. The Bid shall be summarily rejected if it is submitted without the Bid Security.

c. 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. The Bid security remitted will not earn any interest.
d. 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.

1.2.11 Bidders would need to submit the following sets of documents as part of this Bid:

a. Documents mentioned in Clause 2.13.1- "Technical Bid" and
b. Financial offer as mentioned in Clause 2.13.2. "Financial Bid" for the Project should be furnished in electronic mode only, which shall be filled up by the Bidder in the format made available on the E-Procurement Website.

1.2.12 The Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.

1.2.13 The selected bidder needs to pay the land license to the Concessioning authority for leasing 111.72 acres (Port Facility) of land for the entire concessional period of 40 years. The license amount is payable in 40 years as given below: -

Timeline	Payment for land license (Cr)
Signing of Concession Agreement= A	0
A + 12 months	0.10
A + 24 months	0.10
A + 36 months	1.00
A + 48 months	1.08
A + 60 months	1.16
A + 72 months	1.24
A + 84 months	1.34
A + 96 months	1.44
A + 108 months	1.54
A + 120 months	1.66
A + 132 months	1.78
A + 144 months	1.92
A + 156 months	2.06
A + 168 months	2.22
A + 180 months	2.38
A + 192 months	2.56

A + 204 months	2.75
A + 216 months	2.96
A + 228 months	3.18
A + 240 months	3.42
A + 252 months	3.68
A + 264 months	3.95
A + 276 months	4.25
A + 288 months	4.57
A + 300 months	4.91
A + 312 months	5.28
A + 324 months	5.67
A + 336 months	6.10
A + 348 months	6.56
A + 360 months	7.05
A + 372 months	7.58
A + 384 months	8.14
A + 396 months	8.75
A + 408 months	9.41
A + 420 months	10.12
A + 432 months	10.88
A + 444 months	11.69
A + 456 months	12.57
A + 468 months	13.51
A + 480 months	14.52

1.2.14 **Bid Parameter -** Bids are invited for the Project on the basis of the charges payable by the Concessionaire to the Authority for the marketing, operation, and maintenance of the Port Facilities, over and above the **Cargo charges base value of ₹25 (Rupees Twenty-Five only) per Metric Tonne (MT) of cargo handled**, shall serve as the Bid Parameter for determining the H1 (Highest) Bidder for the award of this Concession. **Bidders must quote in increments of 1 Rupee(s) or more from the base value (e.g., ₹26, ₹27, ₹28, etc.)**, the highest quoted value (H1) per MT shall escalate cumulatively by 15% (fifteen percent) every three (3) years throughout the Concession Period.

In this RFP, the term "Highest Bidder" shall mean the Bidder who is offering the highest cargo charges per MT above the bid Reserve Price.

1.2.15 The evaluation of the Bid submissions would be carried out as follows:

a. Whether the tenderer meets the eligibility criteria laid down in the tender documents.
b. whether the crucial documents have been duly signed;

c. Whether the tender is substantially responsive to the technical specifications, commercial conditions set out in the bidding documents including the testing of samples where required.
d. Whether the requisite Bid Security deposit has been furnished;

Bids which on initial examination are found not to be substantially responsive under any of the above clauses under section 1.2.15 may be rejected by the Authority

1.2.16 Out of the tenders found to be substantially responsive after the initial examination, the bidder whose bid is declared as H1 ("the Highest Bidder") shall be the Selected Bidder.

1.2.17 The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Section 2 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, TNMB may, at its discretion, invite fresh Bids from all remaining Bidders or annul them, as the case may be.

1.2.18 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.

1.2.19 Details of the process to be followed under this bidding stage and the terms thereof are spelt out in this document.

1.2.20 Any queries or request for additional information concerning this RFP shall be submitted in writing to "Vice Chairman & Chief Executive Officer, Tamil Nadu Maritime Board, No. 171, South Kesavaperumal Puram, Off Greenways Road, Raja Annamalaipuram, Chennai – 600 028" or through e-mail to tnmb@tn.gov.in with identification/ title: "Queries/Request for Additional Information: RFP for **"Selection of Port Operator For Operation, Maintenance & Marketing, of Port at Cuddalore, for a Concession period of 40 years ".**

1.3 Schedule of Bidding Process

TNMB shall endeavour to adhere to the following schedule:

Milestone	Date
Issue of Bid Documents	20.02.2025
Last date for receiving queries	06.03.2025
Pre-Bid Meeting	07.03.2025
Bid Due Date	07.04.2025
Opening of Bids	08.04.2025
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 – Date of execution of Agreement	Within 45 days of award of LOA

1.4 Pre-Bid Meeting

The date, time, and venue of the Pre-Bid meeting shall be:
Venue: O/o Tamil Nadu Maritime Board, 4th floor, No. 171, South Kesavaperumal Puram, Off Greenways Road, Raja Annamalaipuram, Chennai – 600 028. The Bidders are advised to visit the project site prior to attending the Pre-Bid meeting.

Potential bidders interested in attending the pre-bid meeting online can send an email to the Authority at tnmb@tn.gov.in and shipping.tnmb@gmail.com. The video link will be shared accordingly.

2 INSTRUCTIONS TO BIDDERS

(A) GENERAL

2.1 Scope of Bid

2.1.1. TNMB wishes to receive Bids for the selection of a Port Operator (Concessionaire) for undertaking the following:

Port Facilities: Operation, Maintenance and Marketing of Cuddalore Port Facility. The Port could include Project facilities such as Logistics and distribution hub / Warehouse and storage / Distribution centre / Industrial and manufacturing site / Solar farm / Wind farm / Marina and yacht club / Cruise terminal / Marine research centre / Shipyards Dry docks / Offshore support facilities / Marine equipment manufacturing / Handling of all type of EC approved cargo – coal, fertilizer, cement, container & clean cargo.

2.1.2. TNMB shall constitute the committee as per the Tamil Nadu Transparency in Tender (Public Private Partnership), Rules 2012 for approving the evaluation and other relevant documents in all the stages for selection.

2.2 General Terms of Bidding and Eligibility

2.2.1. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

2.2.2. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the concession agreement document for the Project (the “concession agreement”) shall have the meaning assigned thereto in the concession agreement.

2.2.3. Notwithstanding anything to the contrary contained in this document, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.2.4. The Price bid to be submitted in the electronic format made available on the e-procurement Website.

2.2.5. The Bid/ Final Offer shall be as per the clause 1.2.16.

2.2.6. The Bidder shall deposit a Bid Security of Rs.1,00,00,000 (Rupees One Crore only) in accordance with the provisions as per clause 1.2.10 of this RFP.

2.2.7. Project Information Memorandum ("PIM") is provided, in order to provide information to the Bidders as may be required by them to evaluate the Project and estimate their Final Offer.

2.2.8. The Bidder should submit a Power of Attorney as per the format in Appendix VII, authorizing the signatory of the Bid to commit the Bidder.

2.2.9. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format in Appendix VIII.

2.2.10. Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the "SPV"), within 30 days from the receipt of date of issue of LOA by TNMB to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

a. Number of members in a consortium shall not exceed 2 (Two).
b. Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
c. Members of the Consortium shall nominate one member as the lead member (the "Lead Member") who shall hold the majority equity shareholding in the paid-up and subscribed equity of the SPV at all times. Such nomination shall be supported by a Power of Attorney, in the format prescribed in Appendix VIII, duly executed by all other members of the Consortium;
d. The bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to development and O&M obligations;
e. An individual Bidder cannot at the same time be a member of a Consortium applying for the Bid. Further, a member of a particular Bidder Consortium cannot be a member of any other Bidder Consortium applying for the bid;
f. the members of a Consortium shall form an appropriate SPV to execute the Project if awarded to the Consortium;
g. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified in Appendix IX (the "Jt. Bidding Agreement"), for the purpose of submitting the Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
    i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium

ii) clearly outline the proposed roles and responsibilities, if any, of each member;

iii) commit the minimum equity stake to be held by each member;

iv) commit that the Lead Member, shall subscribe to no less than 51% (fifty-one percent) of the paid-up and subscribed equity of the SPV.

v) members of the Consortium undertake that they shall collectively hold 100% (hundred per cent) of the subscribed and paid-up equity of the SPV (with Lead Member maintaining 51% or more as specified in the Joint Bidding Agreement) at all times until the fifth anniversary of the Date of Commercial Operation of Port Facility; and 51% (fifty one percent) thereafter for the balance Concession Period with the Member whose Technical & O&M credentials are being relied upon by the Consortium to meet the requirements as prescribed in Bid Document, maintaining at least 26% or more;

vi) At any time, after the expiry of the aforesaid shareholding period, i.e., fifth anniversary of the Date of Commercial Operation of Port Facility, the lead member can approach the Concession Authority for approval proposing a new entity. Concession Authority may at its sole discretion consider and approve it subject to the entity/consortium meeting the eligibility criteria as prescribed in the Bid Document for the Project; and

h. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of TNMB.

2.2.11. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.2.12. The Bid submission and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language.

2.2.13. The documents including this and all attached documents, provided by TNMB are and shall remain or become the property of TNMB and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Bid. The provisions of this Clause 2.2.13 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and TNMB will not return to the Bidders any Bid, document, or any information provided along therewith.

2.2.14. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, TNMB shall be entitled to forfeit and appropriate the Bid Security or Performance Security. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof) having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has a shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 50 % of the subscribed and paid-up equity shareholding of such intermediary;

For purposes of this document, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 % (Fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. The Net Worth & Turnover and Experience of their respective Associates would be considered in the proportion to their shareholding in the Associate. It is clarified that a certificate from the Statutory Auditor who audits the book of accounts or the Company Secretary of the Bidder or the Consortium Member

shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder, its member, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan, or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or

iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

vi. such Bidder or any Associate thereof has participated as a consultant to TNMB in the preparation of any documents, design, or technical specifications of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.14, shall include each Member of such Consortium.

2.2.15. 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.

2.2.16. This RFP is not transferable.

2.2.17. Any award of Concession pursuant to this RFP shall be subject to the terms of the Bidding Documents.

2.2.18. Eligibility Criteria:

Clause	Eligibility Criteria	Supporting Documents/Remarks
a.	i. The single bidder should be a registered company in India and should be in existence for the past five years as on 31st March 2024.	(i) Copy of Incorporation Certificate issued by the Registrar of Companies (ii) Copy of Memorandum and Articles of Association
	ii. In case of Consortium of bidders: a) Consortium of Bids is allowed with a maximum of two partners b) One of the partners shall be designated as Lead member and such partner shall be a Registered Company in India and should be in existence for the past five years as on 31st March 2024. The other partner of the Consortium should be a Registered Legal Entity and should be in existence for the past five years as of 31st March 2024. c) No partner of the Consortium should bid individually or be a partner of another Consortium	i) The Consortium partners individually should submit the Certificate of Incorporation /Memorandum and Articles of Association, if the Bidder is a body corporate, and in case of the Partnership firm, the partnership firm should furnish partnership deed; (ii) If the Certificate of Incorporation is not in English, then notarized English translation should be submitted. (iii) The original Consortium Agreement should be submitted. The Consortium Agreement shall contain a statement that all partners of the consortium shall be liable jointly and severally for the execution of the concession in accordance with the terms of the concession agreement.
b.	The single bidder/ anyone of the consortium partner should have a minimum of 5 years of experience (as on 31st March 2024) in the	Work Orders and Performance / Completion certificates issued by clients or from an Independent Engineer appointed by the client

Clause	Eligibility Criteria	Supporting Documents/Remarks
	development, operation, and maintenance of ports/ terminals.	
c.	i. The single bidder should have reported an Average Annual Turnover* of at least Rs.100 Crores in the last three consecutive financial years i.e. 2021-22, 2022-23 and 2023-2024 ii. In the case of a Consortium of bidders: The lead member should have reported an average Annual Turnover* of at least Rs.100 Crores in the last three consecutive financial years i.e. 2021-22, 2022-23 and 2023-2024.	(i) The average annual turnover statement duly certified by a Chartered Accountant as per Appendix IV (ii) The Annual Report/ certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e. 2021-22, 2022-23 and 2023-2024.
d.	The single bidder/ lead member of the consortium should have reported a positive net worth* of at least Rs.25.00 crores as on 31.03.2024	Net worth certificates duly certified by Chartered Accountant as per Appendix V
e.	The single bidder / anyone of the consortium partner should have successfully completed the development, operation, and maintenance of ports/terminals with the following minimum throughput per annum in any of the past 2 years in the last 7 years as on 31st March 2024 (a) Minimum handling of container throughput per annum of 35,000 TEUs from one or more ports/terminals. Or	Work Orders and Performance / Completion certificates or Agreements, etc., clearly highlighting the minimum throughput achieved in any of the past 2 years in the last 7 years as on 31st March 2024

Clause	Eligibility Criteria	Supporting Documents/Remarks
	(b) Minimum handling of berth throughput per annum of Five Hundred Thousand (500,000) Metric Tons from one or more ports/terminals.	
f.	The single bidder / any of the consortium partners should not have been blacklisted by Central Government, any State Government, a Statutory Body, any Public Sector Undertaking, Banks, or Financial Institutions and declared as NPA by Banks or Financial Institutions as on the date of bid opening.	(i) The declaration form as per Appendix X should be enclosed. In the case of a consortium, each partner should submit a separate declaration form. (ii) In regard to matters relating to the security and integrity of the country, any chargesheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons. (iii) **The bidders shall provide an undertaking to the effect that no investigation by a regulatory Authority is pending against them**. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Authority.

Clause	Eligibility Criteria	Supporting Documents/Remarks
		(i) Further, if the bidder is found blacklisted in India before the award of concession by any Government agency, the bid will be rejected.

**For the purposes of this RFP, net worth (the "Net Worth") shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off, and reserves not available for distribution to equity shareholders. For the purposes of this RFP, turnover (the "Turnover") shall mean the gross sales of the company and does not include other related income and non-operating income.*

2.2.19. A bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.19 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to TNMB for seeking a waiver from the disqualification hereunder and TNMB may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.20. In computing the Technical Capacity, Net Worth & Turnover and O&M Experience of the Bidder /Consortium Members under Clauses 2.2.18 (b), 2.2.18 (c), 2.2.18 (d) and 2.2.18 (e), the Technical Capacity, Net Worth & Turnover and O&M Experience of their respective Associates would also be eligible hereunder.

2.2.21. The following conditions shall be adhered to while submitting a Bid:

a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendix is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

b. Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member, or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
c. In responding to the submissions, Bidders should demonstrate their capabilities in accordance with Clause 2.2.18.

2.2.22. The Bid shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the members of the Consortium;

The following provisions shall apply to persons from any country as a Consortium Member:

a. Where, on the date of the Bid, 25% (twenty-five per cent) or more of the aggregate issued, subscribed, and paid-up equity share capital in Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
b. if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member.

The continued Qualification of the Bidder shall be subject to the approval of the Authority from a national security and public interest perspective. The decision of TNMB on this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, TNMB shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform TNMB of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.3 Change in Ownership

2.3.1. By submitting the Bid, the Bidder acknowledges that the members of the consortium shall together hold 100% (Hundred percent) of the paid-up and subscribed equity share capital till the 5th anniversary from the Date of Commercial Operation of Port and 51% (fifty one percent) thereafter for the balance Concession Period with the Member whose Technical & O&M credentials are being relied upon by the Consortium to meet the requirements as prescribed in Bid Document, maintaining at least 26% or more. 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.

2.3.2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform TNMB forthwith along with all relevant particulars about the same and TNMB may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after the signing of the Concession Agreement but prior to the 5th anniversary from the Date of Commercial Operation of Port, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without TNMB being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, TNMB shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages (the "Damages"), without prejudice to any other right or remedy that may be available to TNMB under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.3.3. By submitting the Bid, the Bidder acknowledges that a Single Entity submitting the Bid shall hold 100% (one hundred percent) of the paid-up and subscribed equity share capital until the 5th (fifth) anniversary from the Date of Commercial Operation of the Port and shall maintain at least 51% (fifty-one percent) thereafter for the remaining Concession Period. This Clause 2.3.3 shall apply only in cases where the Bidder is a Single Entity and shall not be applicable in the case of a Consortium.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. TNMB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 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.

2.6 Acknowledgement by the Bidder

2.6.1. It shall be deemed that by submitting the RFP, the Bidder has:

a. made a complete and careful examination of the Bidding Documents;
b. received all relevant information requested by TNMB;
c. accepted the risk of inadequacy, error, or mistake in the information provided in the Bidding Documents or furnished by or on behalf of TNMB relating to any of the matters referred to in Clause 2.2 above;
d. satisfied itself about all matters, things, and information including matters referred to in Clause 2.2 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents, and performance of all of its obligations there under;
e. acknowledged and agreed that inadequacy, lack of completeness, or incorrectness of the information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be the basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, etc. from TNMB, or aground for termination of the Concession Agreement by the Concessionaire;
f. acknowledged that it does not have a Conflict of Interest; and
g. agreed to be bound by the undertakings provided by it under and in terms hereof.
h. Independently verified all information received from TNMB.

2.6.2. TNMB shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents, or the Bidding Process, including any error or mistake therein or in any information or data given by TNMB.

2.7 Right to accept any Bid and to Reject any or all Bids

2.7.1. Notwithstanding anything contained in this RFP, TNMB reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons therefore. In the event that TNMB rejects or annuls all

the Bids, it may, at its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2. TNMB reserves the right to reject any Bid and appropriate the Bid Security if:

a. at any time, a material misrepresentation is made or uncovered, or
b. the Bidder does not provide, within the time specified by TNMB, the supplemental information sought by TNMB for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the bidder adjudged successful pursuant to Clause 3.2 gets disqualified / rejected, then TNMB reserves the right to:

i) Invite the remaining Bidders to submit their Bids in accordance with Clauses 3.2, or

ii) Take any such measure as may be deemed fit in the sole discretion of TNMB, including annulment of the Bidding Process.

2.7.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by TNMB, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by TNMB to the Selected Bidder or the Concessionaire, as the case may be, without TNMB being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, TNMB shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to TNMB under this RFP, the Bidding Documents, the Concession Agreement or otherwise.

TNMB reserves the right to verify all statements, information and documents submitted by the Bidder in response to this document. Any such verification or lack of such verification by TNMB shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of TNMB there under.

(B) DOCUMENTS

2.8 Contents of the RFP

2.8.1. This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Bids

Section 1 Introduction
Section 2 Instruction to Bidders
Section 3 Opening and Evaluation of Bids
Section 4 Fraud and Corrupt Practices
Section 5 Pre-Bid Conference
Section 6 Miscellaneous

Appendices

I. Letter comprising the Bid
II. Details of Bidder
III. Details of similar projects being handled
IV. Annual Turnover Certificate
V. Net worth Certificate
VI. Statement of Legal Capacity
VII. Power of Attorney for signing of Bid
VIII. Power of Attorney for Lead Member of Consortium
IX. Joint Bidding Agreement for Consortium
X. Declaration for not having blacklisted
XI. Declaration for not having tampered the RFP
XII. Clarification in the RFP
XIII. Project Site
XIV. Port Assets

2.8.2. The draft Concession Agreement provided by TNMB as part of the Bidding Documents shall be deemed to be part of this RFP.

2.9 Clarifications

2.9.1. Bidders requiring any clarification on the RFP may notify TNMB in writing or by fax or by e-mail to **tnmb@tn.gov.in** in accordance with Clause 1.2.20. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. TNMB shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The

responses will be sent by e-mail. TNMB will forward all the queries and its responses thereto to all Bidders without identifying the source of queries.

2.9.2. TNMB shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, TNMB reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring TNMB to respond to any question or to provide any clarification.

2.9.3. TNMB may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by TNMB shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by TNMB or its employees or representatives shall not in any way or manner be binding on TNMB.

2.10 Amendments in the RFP

2.10.1. At any time prior to the Bid Due Date, TNMB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda or Corrigenda.

2.10.2. Any such addendum or corrigendum will be uploaded on www.tntenders.gov.in and the same will be binding on all Respondents or Bidders, as the case may be.

2.10.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, TNMB may, at its own discretion, extend the Bid Due Date.

(C) PREPARATION AND SUBMISSION OF BIDS

2.11 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. If the supporting documents are in a language other than English/Tamil, the notarized translated English version of the documents should also be enclosed. Supporting materials, which are not translated into English, may not be considered.

2.12 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.

2.13 Uploading of bid:

2.13.1. Technical bid

The following documents in support of eligibility criteria are to be scanned and uploaded along with the RFP documents in the portal:

a. Bid in the prescribed format (Appendix-I) along with Annexures and supporting documents;
b. Documents in response to fulfilment of Eligibility criteria stipulated in 2.2.18.
c. Power of Attorney for signing the Bid as per the format at Appendix VII;
d. if applicable, the Power of Attorney for Lead Member of Consortium as per the form at Appendix VIII
e. Copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix IX;
f. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and, if a partnership, then a copy of its partnership deed;

g. Copy of Work Orders and Performance / Completion certificates issued by clients / Independent Engineer for having a minimum 5 years of experience (as on 31st Mar 2024) in the development, operation & maintenance of ports / terminals.
h. Annual turnover certificate duly certified by a Chartered Accountant (as per Appendix IV)
i. The Annual Report / Certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e. 2021-22, 2022-23, and 2023-24.
j. Net worth certificates duly certified by Chartered Accountant as per Appendix V
k. Work Orders and Performance / Completion certificates clearly highlighting the minimum throughput achieved in each of the past 2 years in the last 7 years as on 31st March 2024.
l. Declaration for not having blacklisted either by TNMB or by any other Govt. agencies (as per Appendix X)
m. Declaration for not having tampered the RFP documents downloaded from the website www.tntenders.gov.in (Appendix XI)
n. Copy of GST Registration certificate
o. Latest I.T. return
p. Notarized translated English version of the documents in a language other than English/Tamil, if any

2.13.2. Financial bid:

The Financial bid shall be only in electronic form as per the format prescribed in the portal.

2.14 Bid Due Date

2.14.1. Bids should be submitted online before the Bid Due Date and time as provided in Clause 1.3 and in the manner and form as detailed in this RFP.

2.14.2. TNMB may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.15 Late Bids

The server time shall be treated as final and binding. Bids recorded in the server before the closing time will only be treated as valid. Bidders are, therefore, advised to submit their bids well before the closing time. If any bid reaches the server after the closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained. TNMB shall not in any way be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.

2.16 Modifications/ Substitution/ withdrawal of Bids

2.16.1. The bidder may modify its bid till the closing time in the portal. No bid shall be permitted to be modified or substituted by the bidder after the closing time. No bidder shall be allowed to withdraw its Bid after the submission of Bid.

2.16.2. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by TNMB, shall be disregarded.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and TNMB.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising TNMB in relation to, or matters arising out of, or concerning the Bidding Process. TNMB will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. TNMB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or TNMB or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

TNMB shall not entertain any correspondence with or from any Bidder in relation to the acceptance or rejection of any Bid.

2.20 Bid Security

2.20.1 The Bidder shall provide, as part of its Bid, a Bid Security, as referred to in Clause 1.2.10 above.

2.20.2 Any Bid without the Bid Security shall be summarily rejected by TNMB as non-responsive.

2.20.3 Save and except as provided in Clauses 1.2.10, the Bid Security of unsuccessful Bidders will be returned by TNMB, without any interest, as per clause 1.2.10 (d).

2.20.4 The Selected Bidder's Bid Security will be returned, without any interest, upon signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.20.5 The bidder acknowledges the right of TNMB to forfeit and appropriate the Bid security as per clause 2.7.3 of the RFP at its sole discretion.

2.20.6 TNMB shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.7.3 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that TNMB will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to TNMB under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

a. If a Bidder submits a non-responsive Bid;
b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in Clause 4 of this RFP;
c. If a Bidder withdraws its Bid after submission but before opening of the Bid or of a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s)and TNMB;
d. In the case of Selected Bidder, if it fails within the specified time limit –
    i. to sign and return the duplicate copy of LOA;
    ii. to sign the Concession Agreement; or
    iii. to furnish the Performance Security within the period prescribed there for in the Concession Agreement.
e. In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

(D) Evaluation of Technical Bid

2.21 Opening and Evaluation

2.21.1 TNMB shall open the technical bid online as per the schedule mentioned in Clause 1.3 on the Bid Due Date.

2.21.2 TNMB will subsequently examine and evaluate the technical bids in accordance with the provisions set out in this Section 2.

2.21.3 To facilitate the evaluation of Bids, TNMB, at its sole discretion, may seek clarifications in writing from any Bidder regarding their Bid.

2.21.4 Any information contained in the bid shall not in any way be construed as binding on TNMB, its agents, successors, or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

2.21.5 TNMB reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

2.21.6 If any information furnished by the bidders is found to be incomplete, or contained in formats other than those specified herein, TNMB may, in its sole discretion, exclude the particular information from qualifying criteria.

2.21.7 In the event that a bidder claims credit for an Eligible criterion as per clause 2.2.18, and such claim is determined by TNMB as incorrect or erroneous, TNMB shall reject such claim and exclude the same from qualifying as an Eligible Bidder. Where any information is found to be patently false or amounting to a material misrepresentation, TNMB reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.21.8 Any adverse/unsatisfactory remarks on the performance of previous works will entail disqualification of the RFP.

2.21.9 TNMB may arrange for field inspection of the projects already executed by a Bidder to verify their pre-qualifying conditions and in case of any failure to satisfy the eligibility requirements, their RFP will be rejected.

2.22 Tests of Responsiveness

2.22.1 Prior to the evaluation of bids, TNMB shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

a. it is received as per the format in Appendix I.
b. it is received within the Bid Due Date including any extension thereof pursuant to Clause 2.14.2;

c. it is accompanied by the Power of Attorney as specified in Clause 2.2.8, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.9;
d. it contains all the information and documents (complete in all respects) as requested in this RFP;
e. it contains information in formats the same as those specified in this RFP;
f. it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.10(g);
g. it does not contain any condition or qualification; and
h. it is not non-responsive in any terms hereof.

2.22.2 TNMB reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, or substitution shall be entertained by TNMB in respect of such Bid. Provided, however, that TNMB may, at its discretion, allow the Bidder to rectify any infirmities or omissions if the same does not constitute a material modification of the Bid.

2.23 Clarifications

2.23.1 To facilitate the evaluation of bids, TNMB may, at its sole discretion, seek clarifications from any bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by TNMB for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If a bidder does not provide clarifications sought under Clause 2.23.1 above within the prescribed time, its bid shall be liable to be rejected. In case the bid is not rejected, TNMB may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of TNMB.

2.24 Qualification of Bidders

The bids who meet the conditions specified in this RFP will be declared qualified and the financial bids of those qualified bidders alone will be opened.

E) QUALIFICATION OF TECHNICAL BIDS

After the evaluation of technical bids, TNMB would announce a list of qualified bidders in the technical bid. TNMB would notify the other Bidders that they have not been qualified. TNMB will not entertain any query or clarification from Bidders who fail to qualify.

3 Opening and Evaluation of Financial bids

3.1 Opening of Bid

3.1.1 TNMB shall open the financial bids of the qualified bidders online. The qualified bidder will be informed accordingly to the registered email ID.

3.2 Selection of Bidder

3.2.1 Subject to the provisions of Clause 2.7.1, the technically responsive Bidder whose Bid is adjudged as responsive in terms of Clause 2.22 and who quotes Highest Cargo Charges per MT, shall be declared as the successful bidder (the “Selected Bidder”). In the event that TNMB rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.2.2 In the event, that two or more Bidders quote the same Cargo Charges per MT (the "Tie Bids"), TNMB shall ask the tied Bidders to provide their best and final offer of the Financial Proposal in a sealed cover and the Bidder offering the highest Final Offer shall be adjudged the Selected Bidder.

3.2.3 In the event that, the Highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), TNMB may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder.

3.2.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.2.3, TNMB may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

3.2.5 TNMB shall negotiate with the “Selected Bidder” for a further improvement of the Final Offer.

3.2.6 Upon finalization of the offer, a Letter of Award (the "LOA") shall be issued, in duplicate, by TNMB to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, TNMB may, unless it consents to an extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of the failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.2.7 After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall in accordance with the requirement set forth in Clause 1.1.2 incorporate an SPV under the Companies Act, 2013 within 30 (Thirty) days from the date of issue of the LOA by TNMB. Thereafter, the SPV shall execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification, or amendment in the Agreement.

3.2.8 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.

3.3 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time TNMB makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save, and except as required under the Bidding Documents, from contacting by any means, TNMB and/ or their employees/ representatives on matters related to the Bids under consideration.

4 FRAUD AND CORRUPT PRACTICES

4.1 Ethics

4.1.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, TNMB may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Concessionaire, as the case may be, if it determines that the Bidder or the Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, TNMB shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to TNMB under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.2 Malpractice

4.2.1 Without prejudice to the rights of TNMB under Clause 2.7 hereinabove and the rights and remedies which TNMB may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by TNMB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire, shall not be eligible to participate in any tender or RFP issued by TNMB during a period of 2(two) years from the date such Bidder, or Concessionaire, as the case may be, is found by TNMB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 Terms

4.3.1 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a. “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of TNMB who is or has been associated in any manner, directly or indirectly, with

the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of TNMB, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.14 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of TNMB in relation to any matter concerning the Project;

b. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
c. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
d. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by TNMB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 PRE-BID CONFERENCE

5.1. There will be a Pre-Submission meeting on **18.03.2025 at 11:00 A.M**. in the Head Office of Tamil Nadu Maritime Board, No. 171, South Kesavaperumal Puram, Off Greenways Road, Raja Annamalaipuram, Chennai - 600 028 during which the prospective bidders can get clarifications about the RFP. The Bidders shall send their queries in writing if any so as to reach the Head Office at least two days prior to the Pre-Bid Conference meeting date. A maximum of two representatives of each Bidder shall be allowed to participate on the production of an authorization letter from the Bidder.

5.2. During the course of the Pre-Submission meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of TNMB. TNMB shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process as per Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012.

5.3. The Bidders are advised to check www.tntenders.gov.in for up-to-date information like change in date / venue etc., of pre-bid meetings as TNMB may not be able to identify and communicate with the prospective Bidders at this stage. Non attending of pre-bid meeting is not a disqualification.

6 MISCELLANEOUS

6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Chennai in the State of Tamil Nadu shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2. TNMB, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
b. consult with any Bidder in order to receive clarification or further information;
c. retain any information and/ or evidence submitted to TNMB by, on behalf of, and/ or in relation to any Bidder; and/ or
d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases TNMB, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.4. The Bidding Documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this document, in the event of any conflict between them the priority shall be in the following order:

a. The concession agreement.
b. The bidding Documents (RFP); and
c. i.e., the Concession Agreement at (a) above shall prevail over the Bidding Document at (b) above.

APPENDICES

Appendix I: Letter Comprising the Bid

Dated:

To,
The Vice Chairman & Chief Executive Officer,
Tamil Nadu Maritime Board,
No. 171, South Kesavaperumal Puram,
Off Greenways Road, Raja Annamalaipuram,
Chennai - 600 028.

Sub: Bid for Selection of Port Operator for Operation, Maintenance & Marketing, of Port at Cuddalore, for a Concession period of 40 years.

Dear Sir,

1. With reference to your RFP document dated ……., I/we, having examined the Bidding document and understood its contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that TNMB will be relying on the information provided in the RFP and the documents accompanying the RFP for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Concessionaire for Selection of Port Operator for Operation, Maintenance & Marketing, of Port at Cuddalore, for a Concession period of 40 years.

4. I/ We shall make available to TNMB any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of TNMB to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/any of our Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement

or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

   a. I/ We have examined and have no reservations to the Bidding documents, including any Addendum issued by TNMB; and

   b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.14 and 2.2.15 of the RFP document; and

   c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in 4.3 of the RFP documents, in respect of any tender or request for Bid issued by or any agreement entered into with TNMB or any other public sector enterprise or any government, Central or State; and

   d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

   e. the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.7 of the RFP document.

9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth and Turnover criteria and meet(s) the requirements as specified in the RFP document.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.

14. I/ We acknowledge and undertake that there shall not be any change in shareholding pattern until the till the 5th Anniversary of Date of Commercial Operation of Port. The Single Bidder/Members of the Consortium shall together hold 100% of the paid-up and subscribed equity share capital in the Concessionaire till the 5th (Fifth) anniversary from the Date of Commercial Operation of Port and 51% (fifty one percent) thereafter for the balance Concession Period with the Member whose Technical & O&M credentials are being relied upon by the Consortium to meet the requirements as prescribed in Bid Document, maintaining at least 26% or more. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

15. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Capacity was taken into consideration for the purposes of -qualification under and in accordance with the RFP, I/We shall inform TNMB forthwith along with all relevant particulars and TNMB may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to the 5th (fifth) anniversary from the date of Commercial Operation of Port, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without TNMB being liable to us in any manner whatsoever.

16. I/ We understand that the Selected Bidder shall incorporate a special purpose vehicle under the Indian Companies Act, 2013 prior to execution of the Concession Agreement.

17. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by TNMB in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

18. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

19. I/We have studied all the Bidding Documents carefully and also surveyed the project site and analyzed the details of the project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by TNMB or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

20. I/ We offer a Bid Security of Rs 1,00,00,000 to TNMB in accordance with the RFP Document.

21. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.

22. The Cargo Charges per MT has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the cost, implementation and operation of the Project.

23. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

24. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement in accordance with the terms herein.}

25. I/We shall keep this offer valid during the Bid Validity Period specified in the RFP.

26. I/ We hereby submit the following bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorized signatory)

Date:

(Name and designation of the of the Authorized signatory)

Place:

Name and seal of Bidder/Lead Member

Appendix II: Details of Bidder

1. (a) Name
   (b) Country of incorporation
   (c) Address of the corporate headquarters and its branch office(s), if any, in India
   (d) Date of incorporation and / or commencement of business

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project

3. Details of individual(s) who will serve as the point of contact / communication of the Bidder:
   (a) Name
   (b) Designation
   (c) Company
   (d) Address
   (e) Telephone Number
   (f) e-mail Address
   (g) Fax Number

4. Particulars of the Authorized Signatory of the Bidder:
   (a) Name
   (b) Designation
   (c) Address
   (d) Phone Number
   (e) Fax Number

5. In case of a Consortium:
(a) The information above (1-4) should be provided for all the members of the Consortium.
(b) A copy of the Jt. Bidding agreement, as envisaged in Clause 2.2.10 (g) should be attached to the Bid.
(c) Information regarding role of each member should be provided as per table below:

S.No.	Name of the member	Role* (Refer clause 2.2.10(d)	Percentage of equity in the Consortium (Refer Clauses 2.2.10(a), (c) & (g))
1.			
2.			

* The role of each member, as may be determined by the Bidder, should be indicated as under:

Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, and CM means Consortium Member. In case the Eligibility criteria relates to an Associate of the Bidder or its Member, write "Associate" along with the Member Code.

(d) The following information shall also be provided for each member of the Consortium:
Name of Bidder/member of Consortium:

S.No.	Criteria	Yes	No
1.	Has the Bidder/constituent of the Consortium been barred by the Central / State / UT Government, or any entity controlled by them, from participating in any Project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of the Bid?		
3.	Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to the execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes, and litigation/ arbitration in the recent past

(Attach extra sheets, if necessary)

Appendix III: Details of Similar Projects Being Handled

Item	Particulars of the Project
Name of Project	
Name of the Client along with address and Phone / Mobile No. of the contact person	
Location	
Entity for which the project was constructed/ developed	
Description including the annual minimum throughput handled (if any)	
Start Date of Operation Period	
End Date of Operation Period	
Nature of Involvement (please specify details of the operation and maintenance work undertaken within the Eligibility Period)	
Proofs attached	
Project executed as a single firm or consortium	
Stake held if the project was done in consortium	

Appendix IV: Annual Turnover Certificate

The Annual turnovers of M/s ..... for the past three years are given below and certified that the statement is true and correct.

S.No.	Year	Turnover (Rs. in crores)
1.	2021-2022	
2.	2022-2023	
3.	2023-2024	
	Total	
Average annual turnover		

Note: Average Turnover of three consecutive financial years will be considered i.e. FY2021-22, FY2022-23, and FY2023-24.

DATE :

SIGNATURE OF THE BIDDER

SIGNATURE OF CHARTERED ACCOUNTANT
(with seal and Address)

Appendix V: Net Worth Certificate

The Net worth of M/s ..... as on ____ is _____ crores and certified that the statement is true and correct.

DATE :

SIGNATURE OF THE BIDDER

SIGNATURE OF CHARTERED ACCOUNTANT
(with seal and Address)

Appendix VI: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref.
Date:

To,
The Vice Chairman & Chief Executive Officer,
Tamil Nadu Maritime Board,
No. 171, South Kesavaperumal Puram,
Off Greenways Road, Raja Annamalaipuram,
Chennai - 600 028.

Dear Sir,

We hereby confirm that we/ our members in the Consortium (the constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that …… (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that ……. (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of…….

** Please strike out whichever is not applicable.*

Appendix VII : Power of Attorney

Power of Attorney for Signing of Bid
(Refer Clause 2.2.8)

Know all men by these presents, We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), …… son/daughter/wife of…… and presently residing at ……., who is presently employed with us/ the Lead Member of our Consortium and holding the position of……. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for qualification and submission of our Bid for Selection of Port Operator For Operation, Maintenance & Marketing, of Port at Cuddalore, for a Concession period of 40 years by TNMB including but not limited to signing and submission of all bids and other documents and writings, participate in Pre-bids and other conferences and providing information/ responses to TNMB, representing us in all matters before TNMB, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with TNMB in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with TNMB.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMEDPRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……DAY OF ……., 20.....

For

……..

(Signature, name, designation and address)

Witnesses:

1.

2. (Notarized)

Accepted

……

(Signature)
(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

Appendix VIII : Power of Attorney (Consortium)

Power of Attorney for Lead Member of Consortium
(Refer Clause 2.2.9)

Whereas TNMB has invited bids from interested parties for Selection of Port Operator For Operation, Maintenance & Marketing, of Port at Cuddalore, for a Concession period of 40 years

Whereas, ……., and……. (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, …….. having our registered office at……., and M/s…….. having our registered office at ……., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s…….. having its registered office at ……., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all Bids and other documents and writings, participate in Bidders and other conferences, respond to queries, submit information/ documents, Accept Letter of Award sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with TNMB, and/ or

any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with TNMB.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS ……. DAY OF ……., 20.....

For ……..
(Signature)
……..
(Name & Title)
For ……..
(Signature)
……..
(Name & Title)
For ……..
(Signature)
……..
(Name & Title)

Witnesses:
1.
2.
……
(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the*

executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

Appendix IX: Joint Bidding Agreement

JOINT BIDDING AGREEMENT

(Refer Clause 2.2.10(g))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of ……., 20.....

AMONGST

1. {…… Limited, a company incorporated under the Companies Act, 1956/2013}and having its registered office at …… (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {…… Limited, a company incorporated under the Companies Act, 1956} and having its registered office at …… (hereinafter referred to as the "Second Part "which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS

(A) TNMB, having its office at, No. 171, South Kesavaperumal Puram, Off Greenways Road, Raja Annamalaipuram, Chennai - 600 028 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids(the Bids") by its Request for Proposal No. …… dated ……(the "RFP") for qualification and short-listing of Bidders for Selection of Port Operator For Operation, Maintenance & Marketing, of Port at Cuddalore, for a Concession period of 40 years .

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate the special purpose vehicle (the "SPV"), under the Indian Companies Act, 2013 for entering into a Concession Agreement with TNMB and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

4.1 Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

4.2 Party of the Second Part shall be {the Technical Member/ Operation and Maintenance Member of the Consortium;}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, RFP and the Concession Agreement, in accordance with the Concession Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

6.2 The Parties undertake that they shall collectively hold at least 100% (one hundred percent) of the subscribed and paid-up equity share capital of the SPV until till the 5th Commercial Operation of Port and 51% (fifty one percent) thereafter for the balance Concession Period with the Member whose Technical & O&M credentials are being relied upon by the Consortium to meet the requirements as prescribed in Bid Document, maintaining at least 26% or more.

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by TNMB to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of TNMB.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of LEAD MEMBER by:	For and on behalf of SECOND PART
by:	
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In the presence of:

1. 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Appendix X: Undertaking for Blacklisting

Certificate

Date: _____

Certified that M/s...../ the firm /company or its partners/shareholders have not been blacklisted as on _____ by TNMB or by any other Government Agencies in India.

SIGNATURE OF THE BIDDER

(with seal and address)

Appendix XI : Declaration Form

Date: _____

a) I/We …….. having our office at …….. do declare that I/We have carefully read all the conditions of RFP floated by TNMB vide Reference _____ for the Selection of Selection of Port Operator For Operation, Maintenance & Marketing, of Port at Cuddalore, for a Concession period of 40 years.

b) I/We have downloaded the RFP document from the internet site https://tntenders.gov.in/nicgep/app and I / We have not tampered / modified the RFP document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our RFP will be summarily rejected and I /We am/are liable to be banned from doing business with TNMB or prosecuted.

SIGNATURE OF THE BIDDER

(with seal and address)

Appendix XII: Clarification Format

Clarification in the RFP Document

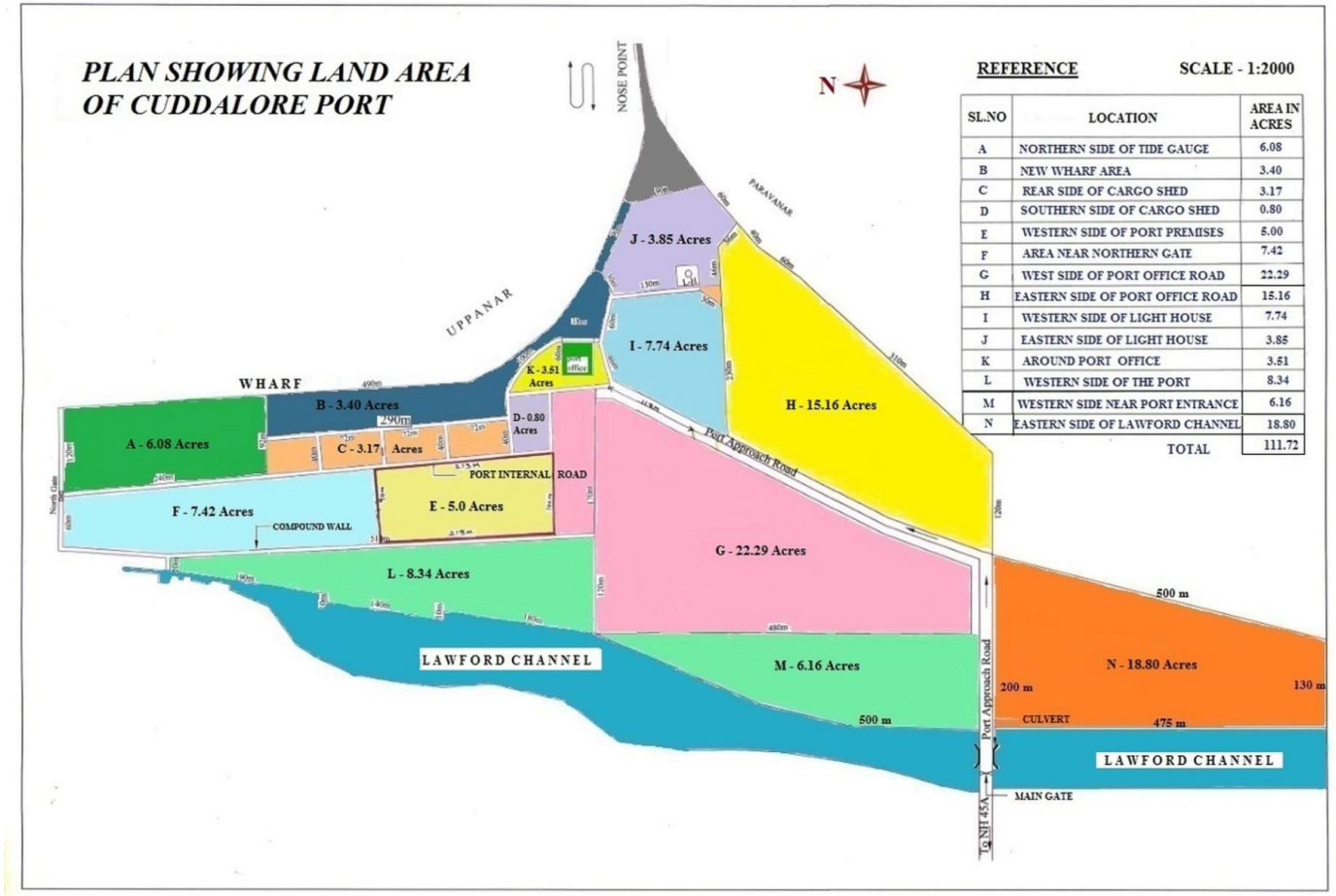
<table>
<tr><td colspan="4">BIDDER'S REQUEST FOR CLARIFICATION</td></tr>
<tr><td colspan="2">Name and Address of the Organization submitting request</td><td>Name and Position of Person submitting request</td><td>Contact Details of The Organization / Authorized Representative</td></tr>
<tr><td colspan="2" rowspan="3"></td><td rowspan="3"></td><td>Tel:</td></tr>
<tr><td>Fax:</td></tr>
<tr><td>Email:</td></tr>
<tr><td>S. No.</td><td>Reference(s) (Section, Page)</td><td>Content of RFP requiring Clarification</td><td>Points of clarification required</td></tr>
<tr><td>1</td><td></td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td><td></td></tr>
<tr><td>3</td><td></td><td></td><td></td></tr>
</table>

SIGNATURE OF THE BIDDER

(with seal and address)

Appendix XIII

Appendix XIII: Project Site – Port Facility



Survey Number	Extent
1944	111.72 acres

Appendix XIV: PORT ASSETS

S.No.	Name Of Structure	Area/ Length	Co-ordinates
(1)	**Existing Infrastructure**		
1	Port Office building for Administrative Officer and Toilet block for staff	360 M^2	Latitude: 11°42'27.92"N Longitude: 79°46'29.58"E
2	Cargo Shed No.1	725 M^2	Latitude: 11°42'32.62"N Longitude: 79°46'28.45"E
3	Cargo Shed No.2	725 M^2	Latitude: 11°42'35.52"N Longitude: 79°46'28.40"E
4	Cargo Shed No.3	725 M^2	Latitude: 11°42'38.38"N Longitude: 79°46'28.41"E
5	Old Wharf	205 M	Latitude: 11°42'30.19"N Longitude: 79°46'30.34"E
		Sub-Total	
(2)	**New Infrastructure**		
1	North and South Breakwater	North Side= 130 m South Side = 210 m	North B.W Latitude: 11°42’27.03” N North B.W Longitude: 79°47'3.32"E South B.W Latitude: 11°42’19.19” N South B.W Longitude: 79°47'12.11"E
2	Extension of both North and South Breakwater	North Side= 215m South Side = 420m	
3	Wharf -I	120 X 21 m	Latitude: 11°42'19.73"N Longitude: 79°46'31.98"E
4	Wharf -II	120 X 21 m	Latitude: 11°42'14.37"N Longitude: 79°46'26.28"E

Appendix XV: MINIMUM GUARANTEED THROUGHPUT

Years	Minimum Guaranteed Throughput (Lakhs Tonnes)	Years	Minimum Guaranteed Throughput (Lakhs Tonnes)	Years	Minimum Guaranteed Throughput (Lakhs Tonnes)
1	3.00	14	15.45	27	35.00
2	3.30	15	17.77	28	35.00
3	3.63	16	21.32	29	35.00
4	3.99	17	25.59	30	35.00
5	4.39	18	30.71	31	35.00
6	5.05	19	35.00	32	35.00
7	5.81	20	35.00	33	35.00
8	6.68	21	35.00	34	35.00
9	7.68	22	35.00	35	35.00
10	8.83	23	35.00	36	35.00
11	10.16	24	35.00	37	35.00
12	11.68	25	35.00	38	35.00
13	13.44	26	35.00		