CORRIGENDUM No. 5 dated 07.08.2026

KAMARAJAR PORT LIMITED

Tender Reference No. : KPL/PPD/GCB-1/PPP/2026

CPP Portal Tender ID: 2026_MoS_912938_1

SELECTION OF OPERATOR FOR UPGRADATION, EQUIPPING, OPERATIONS, MAINTENANCE, AND TRANSFER (UEOMT) OF GENERAL CARGO BERTH-1 (GCB-1) AT KAMARAJAR PORT THROUGH PUBLIC PRIVATE PARTNERSHIP (PPP) MODE

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1. This is in continuation to the Pre-bid meeting held on 10.07.2026, the Authority response to the queries including necessary amendments are uploaded in CPP portal as Annexure - I.
2. This "CORRIGENDUM 5" should be read in conjunction with RFP & DCA documents.
3. One set of this "CORRIGENDUM 5" shall have to be submitted along with the Bid documents duly signed and stamped as token of acceptance.
4. All other terms and conditions of the RFP document will remain unchanged.

GM (CS&BD)

Annexure-I

Response to the queries of RFP document for Upgradation, Equipping, Operations, Maintenance and Transfer (UEOMT) of General Cargo Berth-1 (GCB-1) at Kamarajar Port Limited

S.No.	Reference clause No./ Page No.	Existing Provision in the Document	Bidders queries / Clarifications sought	Clarifications by KPL
1	RFP-Section 1. Clause 1.1.1: Pg.no.9	**Brief details of the proposed project** The GCB-1 has a total length of 278m and width of 27.50 m. (The environmental clearance currently states the berth length as 250m and width as 35 m, the same can be modified post signing of the concession).	Please provide the General Arrangement (with coordinates) Drawing and Cross-Sectional Drawing of the berth confirming the total length of 278m and width of 27.50 m. Further, please provide the General Arrangement (with coordinates) Drawings and Cross Section Drawings of Transit Parking Yard and Car Parking Yard-2. Also, provide a copy of the amended Environmental Clearance (EC) application along with information on present status and expected approval date.	The available drawings of Car Parking Yard-2 are enclosed as **Annexure No.1.** The as-built drawings of GCB-1, including the General Layout Plan and cross-sectional drawings of the berth and transit parking yard, have already been shared vide Corrigendum No. 2 dated 23.06.2026. The amendment to the Environmental Clearance (EC) is currently under process and shall be shared with the selected Bidder/ Concessionaire.
2	RFP-Section 1. Clause 1.1.1: Pg.no.9	**Clean Cargo** shall mean unitized, palletized, bagged, break bulk (LO-LO) cargo including containerized cargo and project cargo of dust free and non-polluting nature, except any roll on – roll off cargo (including but not limited to automobiles, earth moving equipments, heavy vehicles, roll trailers, mafi etc)	Please confirm whether any spillover of roll on - roll off cargo from GCB-2 will be permitted for handling at GCB-1. Also, please clarify whether wheeled ODC/project cargo on trailers shall be considered as clean cargo and will be permitted for handling at GCB-1.	RFP Clause prevails.

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3	RFP-Section 1. Clause 1.2.6: Pg.no.12	Bids are invited for the Project on the basis of Highest Royalty per MT of cargo (Rs. Per MT of Cargo) handled payable to the Authority (the "Royalty") offered by a Bidder for implementing the Project, to be paid on monthly basis to the Authority for award of the concession. For cargo with unit other than Metric Tonne (MT), the Royalty shall be calculated based on the conversion factors. The conversion factor considered for calculating the Royalty for handling of cargo with units other than Metric Tonne (MT) are as given below:-	It is requested that the conversion factor to calculate Royalty for cargo with unit other than MT be reconsidered in view of the weight being carried by the various size of containers. For example there should be lower royalty on empty repositioning. Further, 20 ft containers carry higher weight (all steel coils machinery, etc) and 40 ft generally carries lower weight (Electronic goods, RMG, finished products, etc). Also considering the type of terminal/operations i.e. General Cargo the conversion factors to calculate Royalty shall not be based on benchmark of Container terminal/operations.	RFP Clause prevails.
4	RFP-Section 1. Clause 1.2.6: Pg.no.12	Bids are invited for the Project on the basis of Highest Royalty per MT of cargo (Rs. Per MT of Cargo) handled payable to the Authority (the "Royalty") offered by a Bidder for implementing the Project, to be paid on monthly basis to the Authority for award of the concession. For cargo with unit other than Metric Tonne (MT), the Royalty shall be calculated based on the conversion factors. The conversion factor considered for calculating the Royalty	It is requested that the conversion factor to calculate Royalty be reconsidered due to multiple handling in view of the distance (2 Km) to the stackyard. Also, please provide a clear classification of project cargo. Such as ODC, wind components, and heavy equipment. For example Wind blades is considered as project cargo but whether gears of wind-mills can also be considered as project cargo.	RFP Clause prevails.

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		for handling of cargo with units other than Metric Tonne (MT) are as given below		
5	DCA- Article 2.6 and Article 2.7 Pg.no.29	Information about Project Site and Port's Assets The information about the Project Site and Port's Assets as set out in Appendix 1 and Appendix 2 respectively is provided by the Concessioning Authority in good faith and with due regard to the matters for which such information is required by the Concessionaire. The Concessioning Authority ……………………………………………, as may be relevant to the implementation of the Project. Subject to this, the Concessioning Authority makes no representation and gives no warranty to the Concessionaire in respect of the condition of the Port Assets or the Project Site **Acceptance of the Port Assets** The Concessionaire accepts possession of the Port's Assets and Project Site on 'as is where is' basis and confirms having: (a) inspected the Project Site/Port's Assets, including the berths and all structures thereat and its surroundings;	Information about Project Site and Port's Assets, Acceptance of the Port Assets. Also, DCA gives no representation or warranty on condition of Port Assets or Project Site. Bidder must accept site risk, subsoil risk and asset-condition risk. Please provide a copy of recent studies, surveys, investigations, design reports, as-built drawings, construction documentation, operation and maintenance records, full IIT Madras/NTCPWC studies, as-built drawings, fender/bollard reports, pavement capacity, berth structural condition, dredging records etc.	All the available as-built drawings and study reports related to GCB-1 were already shared to the bidders in Corrigendum No.2 dated 23.06.2026.

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		(b) satisfied itself as to the nature of the climatic, hydrological and general physical conditions of the Project Site/Port's Assets, the nature of the ground and subsoil, the form and nature of the Project Site/Port's Assets, and the nature of the design, work and materials necessary for the performance of its obligations under this Agreement; and (c) obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Concessionaire and its rights and obligations under or pursuant to this Agreement.		
6	DCA- Article 2.6 ,2.7 Pg.no.29 & Article 16.4 & Pg.no.90	16.4 **Condition Survey** (a) The Concessionaire agrees that on the service of a Termination Notice or at least 6 (six) months prior to the expiry of the Concession Period, as the case may be, it shall conduct or cause to be conducted under the Concessioning Authority's supervision, a condition survey of the Project Facilities and Services including the Project Site and/or the Port's Assets to ascertain the condition thereof, ... in order to facilitate smooth takeover	It is requested that cost for undertaking the condition assessment survey of port assets and refurbishment of the same (if any required) prior to taking over by the Concessionaire, be borne by the Concessioning Authority and the Concessionaire. Concessionaire shall specify the surveys related to condition assessment of port assets before receiving as well as before handing over.	Any condition assessment undertaken by the Bidder/Concessionaire before taking over shall be at Bidder's/Concessionaire's cost. RFP clause prevails.

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		of the same by the Concessioning Authority on the Transfer Date. (b) If, as a result of the condition survey, the Concessioning Authority shall observe/notice that the Project Site and/or the Port's Assets and/or the Project Facilities and Services ……………..to put the same in good working conditions well before the Transfer Date. (c) In the event the Concessionaire fails to comply with the provisions of this Agreement, ………….. and preparation of inventory as also in putting the Project Facilities and Services in good working condition.		
7	DCA- Article 3.1(b)(i)-Pg.no.31	Procurement of the clearances required for the Project, as set out in Appendix-8; provided that in case any modification/alteration/deviation to the existing environmental clearance is necessitated owing to Concessionaire's requirements, and the same entails a delay in procuring the revised environmental clearance by the Concessioning Authority beyond the stipulated period of [180] days, such delay shall not be attributable to the Concessioning Authority in any manner or circumstances whatsoever.	This is noted, please confirm the provisions in the event of delay on account of amended EC for berth dimensions, cargo composition and throughput capacity of 3 MTPA.	The amendment to the Environmental Clearance (EC) is currently under process and shall be shared with the selected Bidder/ Concessionaire.

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8	DCA- Article 6.5 (a), Pg.no.40 and Article 7.2 (a),Article 7.2 (b), pg.no.53	In addition to any of its other obligations under this Agreement, during the Construction Phase, the Concessioning Authority shall ……………………………on a best effort basis assist the Concessionaire in obtaining all other Applicable Permits as may be required by the Concessionaire The power made available shall be as received by the Concessioning Authority from Tamil Nadu Power Distribution Corporation (TNPDCL) or other relevant authority. The water made available shall be received by the Concessioning Authority from Chennai Metropolitan Water and Sewerage Supply Board (CMWSSB) or other available sources. The Concessioning Authority does not warranty the reliability, quality and quantity of water and power and shall not be liable in any manner for the shortage in or non-supply of these utilities;	Please specify the permits that are required to be obtained along with obligations of the Concessioning Authority and the Concessionaire. Further, it is requested that information and details of tie-in points for potable water, service water, electricity, drainage, sewerage etc be provided.	Applicable Permits shall be as set out in Appendix 8 of the DCA and other Applicable Laws. The Concessionaire shall at all-time maintain valid Applicable permits that may be required for construction and operation of the terminal. The Concessionaire, at its costs shall obtain such Applicable permits from the concerned Government Authorities. KPL will support in this regard, wherever possible, however primary responsibility shall lie with the successful Bidder/ Concessionaire. It is the responsibility of the Concessionaire to identify the tie-in points for portable water, service water, electricity, drainage, sewerage etc from the take-off points made available and as received by the Concessioning Authority from the TNPDCL and CMWSSB or other available sources.

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9	DCA-Article 7.1(a)(xii), Page 49	**Minimum Guaranteed Cargo** The Concessionaire hereby unconditionally guarantees the Concessioning Authority annual cargo of the levels set out in Appendix 13 ("Minimum Guaranteed Cargo") and agrees that except as provided in this Agreement, it shall not be entitled to any relaxation of its guarantee in this respect.	Please consider waiver. Will KPL provide MGC relief for EC delay, force majeure and competing-facility diversion to GCB-3 if it gets commissioned?	GCB-1 is already an operational terminal and has an existing Environmental Clearance for handling project cargo and finished cargo up to 0.5 million tonnes per annum. This permitted capacity is higher than the prescribed MGC requirement.
10	DCA-Article 7.1 (c) (i), Page 52	The Concessioning Authority shall provide/cause to be provided, to the concessionaire, the following services: (i) shall evolve mutually acceptable mechanism for sharing of common costs by existing and future terminal operators.	It is understood that the substation near GCB was built to cater present electrical loads as well as future loads. Hence the power consumption for the "to be licensed premises"(GCB-1) and operational GCB-2 can be considered as a "common cost", which can be worked out in an agreed mechanism. Please confirm.	The existing substation is a common facility. The cost of common electrical infrastructure shall be shared among the existing and future terminal operators through a mutually acceptable cost-sharing mechanism, in accordance with the Draft Concession Agreement. The Concessionaire shall bear the cost of power consumption and internal electrical infrastructure within the Licensed Premises.
11	DCA-Article 7.2(c), Page 53	The Concessionaire shall, at its cost, and to the satisfaction of the Concessioning Authority, install meters to measure the consumption of power and water. The Concessionaire	It is requested that at least two differently located tie-in points for the services be provided.	It is the responsibility of the Concessionaire to identify the tie-in points for portable water, service water, electricity, drainage,

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		shall directly pay such applicable charges at actuals. The Concessioning Authority does not warranty the reliability, quality and quantity of water and power and shall not be liable in any manner for the shortage in or non-supply of these utilities.		sewerage etc from the take-off points made available and as received by the Concessioning Authority from the TNPDCL and CMWSSB or other available sources.
12	DCA-Article 9.3, Page 57	**Additional Utilities or Services** The Concessionaire shall also pay rent or other charges for any additional land (other than the Project Site) , made available by the Concessioning Authority to the Concessionaire in accordance with Article 7.1 (c)(iii) as per the terms, conditions and covenants including on payment of rates specified by the Concessioning Authority…………………………utilities and services are set out in Appendix-12.	While achieving the target of minimum guaranteed cargo and it's storage at the transit parking yard, there might be a shortfall in the footprints of the proposed utilities when considered with respect to project site battery limit. Hence, we request this condition to be relaxed.	DCA Clause prevails
13	DCA-Article 12.2(c), Page 70	**Competing Facilities** The Concessioning Authority shall not operationalise any additional facility within Port Limits for handling Cargo as defined under Project Capacity and Clean Cargo either on its own or through any other Person until the earlier of (i) 5 (five) years from the Scheduled Project Completion Date; or (ii) the average annual volume of cargo handled at the Project	GCB-3 will be competing directly with GCB-1 and also perhaps the second container terminal, therefore, please provide timelines and cargo scope for GCB-3 and second container terminal.	The development of GCB-3 and the Second Container Terminal forms part of KPL's Master Plan projects. GCB-3 is presently envisaged for handling windmill blades , windmill turbine components, Ro-Ro cargo , heavy project cargo etc. The Second Container Terminal is proposed to handle both EXIM and transshipment

		Facilities and Services reaches a level of 70% of Project Capacity for 2 (two) consecutive years ("Exclusivity Period"). Provided, this restriction shall not apply to the additional facility envisaged at KPL as given below: • Development of Second Container Terminal on DBFOT basis (2 million TEUs) • Development of Bulk Terminals (2 nos) on DBFOT basis under PPP mode to handle dry bulk cargoes (18 MTPA) • Restructuring of existing Iron Ore Terminal to also handle coal under PPP (12 MTPA) • Construction of additional General Cargo Berth-3 (GCB-3) (3 MTPA)		container cargo. The timelines for implementation and the cargo profile of these facilities shall be determined by KPL based on traffic requirements, market conditions and port development considerations. The Concessionaire's rights and obligations shall be governed by the provisions of the Draft Concession Agreement, including those relating to Competing Facilities

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14	DCA-Article-14.9.2, Page 84	14.9.2 Extension of Time/Period (a) Upon the occurrence of any Force Majeure Event prior to the Date of Award of Concession, the period set forth in Clause 3.2 for fulfilment of Conditions Precedent shall be extended by a period equal in length to the duration of the Force Majeure Event. (b) At any time after the Date of Award of Concession, if any Force Majeure Event occurs: (i) before COD, the Concession Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or (ii) after COD, whereupon the Concessionaire is unable to collect Tariff despite making best efforts or it is directed by the Concessioning Authority to suspend the collection thereof during the subsistence of such Force Majeure Event, ……………………………………, the Concessioning Authority shall extend the Concession Period in proportion to the loss of Tariff on	Please confirm applicability of MGC and royalty obligations during force majeure events.	DCA Clause is self-explanatory

		a daily basis. For the avoidance of doubt, loss of 25% in collection of Tariff as compared to the Average Daily Tariff for 4 (four) days shall entitle the Concessionaire to extension of 1 (one) day in the Concession Period		
15	DCA-Article 18.1, Pg.no.97	**General Scope of Transfer/Payment** The Parties shall perform/discharge their respective obligations to be performed or discharged under the provisions of this Agreement on the Transfer Date in entirety. Without prejudice to the generality of this provision and the provisions of Article 16, the transactions to be consummated and the formalities to be completed by the Parties on the Transfer Date shall be as set out in Articles 18.2 and 18.3.	Article 18 outlines the transfer obligations but does not specify the financial valuation or pricing mechanism for movable assets (e.g., Mobile Harbour Cranes (MHCs) and other handling equipment) upon transfer. Concessioning Authority to clarify what value (e.g., Book Value, Fair Market Value, or Depreciated Value) the movable assets/handling equipment will be transferred at upon expiry.	Transfer of Project Facilities and Services on expiry of the Concession Period shall be governed by Article 18, Article 17.2 and other relevant clauses of the DCA.

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16	DCA-Article 18.2 (g), Page 98	Concessionaire's Obligations: The Concessionaire shall: (g) at its cost, remove within 90 (ninety) days from expiry of the Concession Period, from the Project Site/Port's Assets, any moveable assets that are not taken over by or not to be transferred to the Concessioning Authority in terms of the provisions of this Agreement.	It is unclear if the Concessioning Authority has the first right of refusal to buy out the operational handling equipment (MHCs) or if the operator is automatically required to dismantle them. Kindly clarify if the Authority intends to retain the handling equipment, and confirm that a separate buy-out valuation formula applies if the Authority chooses to take them over.	DCA Clause is self-explanatory.
17	DCA-Article 18.3, Page 98	Concessioning Authority's Obligations "Except in the event of expiry of the Concession by efflux of time, the Concessioning Authority shall pay Termination Payment.............regarding payment of compensation to the Concessionaire under this Agreement"	This clause excludes any Termination Payment if the contract ends naturally by efflux of time, implying assets are transferred free of cost. Kindly confirm whether handling equipment (MHCs) procured entirely by the Concessionaire must be transferred to the Authority free of cost upon normal contract expiry.	DCA Clause is self-explanatory.
18	DCA-Appendix 4, Pg.no.129 & 130	Scope of Work (iii) Cargo handling equipment requirement at Berth & Yard On the Date of Commercial Operations, the Project shall be equipped with equipment with capacity to handle 3 MMTPA of Cargo at General Cargo Berth-1 (GCB-1).	Please confirm if it is mandatory for the Concessionaire to legally own all the deployed cargo handling equipment (such as Mobile Harbour Cranes, reach stackers, forklifts, and specialized tractor-trailers).	Only reach stackers, forklifts, and specialized tractor-trailers can be on hired/ financial lease basis.

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		*- The equipment to be deployed should not be older than 3 years from the original date of manufacturing.		
19	DCA-Appendix 4, Pg.no.129 & 130	On the Date of Commercial Operations, the Project shall be equipped with equipment with capacity to handle 3 MMTPA of Cargo at General Cargo Berth-1 (GCB-1). * -The equipment to be deployed should not be older than 3 years from the original date of manufacturing.	Please confirm if it is permitted for the equipment to be procured on an operating lease or financial lease from an external asset/equipment financing company, provided the manufacturing age constraint (<3 years) is strictly adhered to.	Only reach stackers, forklifts, and specialized tractor-trailers can be on hired/ financial lease basis.
20	DCA-Appendix 4, Pg.no.129 & 130	On the Date of Commercial Operations, the Project shall be equipped with equipment with capacity to handle 3 MMTPA of Cargo at General Cargo Berth-1 (GCB-1). * -The equipment to be deployed should not be older than 3 years from the original date of manufacturing.	Please confirm if the Concessionaire is allowed to engage a qualified third-party operations contractor (e.g., via an O&M Contract) to operate and maintain this equipment, or must the operations be executed entirely by the Concessionaire's in-house staff.	The Concessionaire may engage contractors/O&M contractors in accordance with the DCA. However, all obligations under the DCA shall remain with the Concessionaire.
21	DCA-Appendix 4 (iii), Page 130	The Concessionaire shall install, operate and maintain a Terminal Operating System (TOS) and ensure its seamless integration with the Port's IT systems, including the Gate Control System, ERP billing, and other related platforms, in accordance with protocols specified by the Concessioning Authority from time to	It is requested that documents related to such integration being practiced in the port be provided.	The details will be provided to the successful bidder/ concessionaire.

		time. The Concessionaire shall also mandatorily onboard and integrate with NLP Marine (National Logistics Portal, Marine)/ Sagar Sethu/ Maritime Single Window 2.0 or such other portals as prescribed by Concessioning Authority, for information exchange with stakeholders.		
22	DCA-Appendix 4 (v)(c), Pg.no.131	**Fire-Fighting requirements** In addition to the firefighting systems that will be handed over to the Concessionaire as mentioned under APPEXDIX – 19, the Concessionaire shall plan and provide for adequate required fire-fighting equipment, fire hydrants etc. at the berth, keeping in view the need for maximizing dock safety and compliance with the prescribed regulations subject to the scale as stipulated by OISD guidelines or in compliance with applicable international codes/practices.	Please clarify the firefighting system to be handed over to the concessionaire as nothing is mentioned with regard to firefighting under Appendix-19.	**Kindly refer Amendment No.1 dated 07.08.2026**
23	DCA-Appendix 4 (iv)(c), Page 132	"…………Mobile fire tenders of the Concessioning Authority may also assist the Concessionaire in the event of a fire in the Licensed Premises at the Concessionaire's cost charges and expenses…………."	Please clarify the quantity and capacity of fire tenders available and the charges and expenses that will be levied.	The Concessionaire shall provide and maintain firefighting facilities, including mobile fire tenders of suitable capacity, in accordance with the applicable IS Codes, NBC provisions, and other statutory requirements,

				considering the area under its jurisdiction and the nature of cargo handled. In the event of an emergency, KPL may, subject to availability, extend support through its mobile firefighting facilities. Charges for such assistance shall be levied as per the applicable Schedule of Rates (SOR)
24	DCA-Appendix 4 (iv)(c), Page 132	Mobile fire tenders of the Concessioning Authority may also assist the Concessionaire in the event of a fire in the Licensed Premises at the Concessionaire's cost charges and expenses. However, the Concessionaire agrees and undertakes to make suitable and adequate arrangements for firefighting in the Licensed Premises including mobile fire tenders which should be available for dealing with any emergency in the Concessioning Authority's area as well.	Please confirm that only fire tenders shall be made available for dealing with any emergency in the concessioning authority area and not firefighting equipment. If firefighting equipment shall be provided, please specify the battery limit/ areas to be safeguarded.	The Concessionaire shall, whenever directed by KPL, provide reasonable assistance during unforeseen emergencies within the Port premises by making available its firefighting resources, including mobile fire tenders, subject to operational exigencies. The Concessionaire shall also participate in joint emergency response and firefighting drills organized by KPL.
25	DCA-Appendix 4 (iv)(d), Page 132	Installation and operation of Sewage Treatment Plants (STPs) and Effluent Treatment Plants (ETPs) for handling domestic and trade effluent.	Please provide the EIA & EMP reports in this regard.	The details will be provided to the successful bidder/ concessionaire.

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26	DCA-Section 15.1(a)(vii)	**The Concessionaire Event of Default** The Concessionaire Event of Default means any of the following events unless such an event has occurred as a consequence of the Concessioning Authority Event of Default or a Force Majeure Event: (vii) The Concessionaire fails to achieve Minimum Guaranteed Cargo for a consecutive period of 3 (three) years during Operation Phase.	Please confirm if default applies only to failure to pay MGC-linked royalty and not to physical throughput shortfall. Also, what cure rights apply before termination.	Article 15.1(a)(vii) of the Draft Concession Agreement provides that failure by the Concessionaire to achieve the Minimum Guaranteed Cargo for three (3) consecutive years during the Operation Phase constitutes a Concessionaire Event of Default. The applicable remedial process, cure provisions, and termination procedure shall be governed by Article 15 and other relevant provisions of the Draft Concession Agreement.
27	DCA-Appendix 13, Pg.no.170	As General Cargo Berth -1 is built and operational, the concessionaire shall be allowed to handle cargo in GCB-1 from the Date of Award of Concession irrespective of Construction Phase. The concessionaire shall plan the cargo handling operation and Construction of Project Facilities and Services in parallel as per Appendix 4 & Appendix 5. The Concessionaire shall take prior approval of Authority before commencing such cargo operation during the Construction Phase.	Please consider start of operations and MGC after the completion of construction period of 24 months.	DCA Clause prevails
28	DCA-Appendix	**Minimum Guaranteed Cargo (MGC)**	It appears that 1.80 MTPA applies from Year 7 to Year 30. Please confirm.	**Kindly refer Amendment No.1 dated 07.08.2026**

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	13, Pg.no.170	Appendix 13 shows Year 6 = 1.50 MTPA and "Year 6-Year 30" = 1.80 MTPA.		
29	DCA-Appendix 20, Sl.no.2, Pg.no.211	**Compliance to Green Ports Policy** The concessionaire may adopt other Green Port Measures and Sustainability Obligations as per the Harit Sagar Guidelines 2023 or as amended from time to time, but not limited to the following. The Concessionaire shall, at its own cost and responsibility, implement the following green infrastructure, technologies, and practices within the project site:	It is requested that the mandatory obligations of the Concessionaire be listed and specified for adherence of Para. 2 under Appendix 20 Compliance to Green Port Policy.	DCA Clause is self-explanatory
30	DCA-Appendix 20, Sl.no.2, Pg.no.211	**Compliance to Green Ports Policy** The concessionaire may adopt other Green Port Measures and Sustainability Obligations as per the Harit Sagar Guidelines 2023 or as amended from time to time, but not limited to the following. The Concessionaire shall, at its own cost and responsibility, implement the following green infrastructure, technologies, and practices within the project site:	It is requested that provisions for rebate towards fulfillment of mandatory obligations for adherence of Para. 2 under Appendix 20 Compliance to Green Port Policy be provided.	Appendix 20 (Compliance to Green Port Policy) has been prepared based on the Ministry of Ports, Shipping and Waterways' Harit Sagar Guidelines, 2023, which are applicable to Major Ports and their Concessionaires. The obligations set out therein shall be complied with by the Concessionaire at its own cost and responsibility. No rebate shall be admissible on this account.

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31	TEFR-Table-2, Pg.no.13	**Cargo handled at Kamarajar Port (in MTPA)**	Please provide the commodity wise breakdown of traffic handled at GCB-1 in 2024-25 (0.89 MTPA), 2025-26 and at GCB-2 in 2024-25 (1.28 MTPA), 2025-26 (2.02 MTPA). Also, provide the number of automobiles handled through GCB-1 and GCB-2 for the years 2024-25 and 2025-26.	The detailed commodity-wise breakup of traffic handled at GCB-1 and GCB-2 during FY 2024-25 and FY 2025-26, as well as the number of automobiles handled through GCB-1 and GCB-2 during the said period, is not being disclosed, as such information is commercially sensitive and subject to confidentiality obligations. Further, the proposed GCB-1 PPP project is primarily intended for handling General Cargo and Containers, excluding Automobiles. The traffic information already published on KPL's website and the information provided in the TEFR may be referred to for the purpose of the present proposal.
32	TEFR-Table-2, Pg.no.13	**Cargo handled at Kamarajar Port (in MTPA)**	Please provide the commodity wise breakdown of traffic handled at EBT in 2024-25 (2.12 MTPA) and 2025-26 (1.65 MTPA).	The detailed commodity-wise breakup of traffic handled at EBT during FY 2024-25 and FY 2025-26 is not being disclosed, as such information is commercially sensitive and subject to confidentiality obligations.

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				The traffic information already published on KPL's website and the information provided in the TEFR may be referred to for the purpose of the present proposal.
33	TEFR-Table-35, Pg.no.70	Berth Infrastructure Detail of GCB at Kamarajar Port	The depth with respect to Chart Datum is specified as 12m, whereas the depth specified in the NTCPWC report under section 2.3.2 at page 9 is 12.6m. Please clarify and provide available bathymetric details & drawings in and around GCB-1.	The depth with respect to Chart Datum is 12m. The bathymetry chart and the drawings will be provided to the successful bidder/ concessionaire.
34	TEFR-Section 9.3.2, Pg.no.72	**Berth Capacity at GCB-1** TAMP guidelines have been used in the report for calculating Berth Capacity.	The TAMP quay capacity formula is largely driven by cargo handling rates, available working days and does not berthing, de-berthing time etc. Consequently, the calculated capacity (2.96 MTPA) reflects a theoretical maximum throughput based on continuous operations/handling, rather than an operationally achievable capacity under practical conditions.	As per the Draft Concession Agreement (DCA), Appendix-4- Scope of Work, the Project shall be equipped with equipment having the capacity to handle 3 MMTPA of Clean Cargo at GCB-1. The estimated berth capacity indicated in the TEFR has been assessed based on the adopted methodology. Bidders are advised to carry out their own due diligence regarding commodity mix, traffic projections and operational planning while preparing their bids.

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35	TEFR-Section 9.4, Pg.no.72	Storage Area Requirements.	The basis and calculations of the storage area requirement for Project cargo were found missing. Please provide.	Kindly refer to 9.4.3 of TEFR.
36	TEFR-Section 9.5.1, Pg.no.77 & 78	**Equipment Planning** Selection of Harbour Crane As per recommendations of National Technology Centre for Ports, Waterways and Coasts (NTCPWC) shared to Kamarajar Port vide letter no. IC/23-24/NTCPWC/KPL/7010 dated 17th Aug the capacity of machinery/equipment is restricted as HMC with pad having distributed load on $3t/m^2$ can be operated at GCB-I.	It is requested that a copy of NTCPWC letter no. IC/23-24/NTCPWC/KPL/7010 dated 17th Aug be provided.	Details are provided in **Annexure No.2**.
37	TEFR-Section 9.3.2 Table 38, Pg.no.72 & Section 9.5, Table 44, 45, 46, Pg.nos.78,79	Commodity wise handling rates & Equipment Planning.	There is an inconsistency between the commodity-wise handling rates adopted for berth capacity assessment and those used for equipment planning. While Table 38 considers handling rates of 14,000 tonnes/day for steel coils, 10,000 tonnes/day for containers, and 7,500 tonnes/day for project cargo for berth capacity calculations, the equipment planning calculations adopts a handling rate of 6,000 tonnes/day for all three cargo categories—steel coils (Table 44),	The handling rates considered for calculations are 6000 tonnes/day. However, Bidders may carry out their own due diligence regarding commodity mix, traffic projection and operational planning.

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			containers (Table 45), and project cargo (Table 46). Please clarify.	
38	TEFR-Section 9.5.4, Pg.no.81	**Tractor Trailers** As the stackyard planned for GCB-1 is about 2 kms from the berth, hence tractor trailer is required to move the cargo from berth to stackyard and back.	Please provide copy of report/study on internal logistics and evacuation along with capacity as internal haulage and corridor constraints can affect productivity.	Bidders shall assess internal logistics, productivity and corridor constraints through their own due diligence and site visit.
39	TEFR-Section 9.5.5, Pg.no.82	**Supporting Infrastructure** Supporting infrastructure will include substations, office buildings, drainages, water supply, firefighting, utility lines etc.	The approach and entrance gate allocated for GCB-1 is narrow, has overhead hazardous pipelines of IOCL. Hence, can impose spatial limitations on ODC cargo handling and operations. Please provide the status of Northern Periphery Road and limiting dimensions of project cargo allowed to pass through the GCB-1 gate.	Bidders shall assess internal logistics, productivity and corridor constraints through their own due diligence and site visit.
40	TEFR-Section 9.5.5, Pg.no.82	**Supporting Infrastructure** Ground Improvement of Yard Area Hence for the use of this stackyard area for the proposed cargo operation will need ground improvement.	Please provide details of the proposed area and concept/scheme for Ground Improvement of Yard Area.	Bidders shall assess the same through their own due diligence and site visit, depending on their requirements.

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41	TEFR-Section 9.5.5, Pg.no.83	**Supporting Infrastructure** Drainage The storm water drainage on jetty will be done by providing necessary drains. For storage area and handling area on landside will be provided with adequate drains. The sizing of drains will be based on the rainfall data available and return period not less than 10 years. The storage area shall be provided with proper drainage system for removal of rail water. Also, it will be used for removal of wastewater from the office building area.	Please provide the topographic details and drawings of GCB-1 Berth Area, Transit Parking Area and Car Parking Yard-2 Area comprising of levels with respect to Chart Datum/MSL, existing drainage arrangement (scheme, material size, flow) including invert levels, location & details of outfall, details of external/trunk port main drain.	The available drawings of Car Parking Yard-2 are enclosed as **Annexure No.1.** The as-built drawings of GCB-1, including the General Layout Plan and cross-sectional drawings of the berth and transit parking yard, have already been shared vide Corrigendum No. 2 dated 23.06.2026.
42	TEFR-Section 9.5.5, Pg.no.83	**Supporting Infrastructure** Water Supply system The potable water will be required for people working at jetty and facilities on landside. It is presumed that tapping for drinking water is available near the facility on land and piping and pumping and minor storage will suffice the requirement. The Concessionaire has to avail the water supply by his own arrangement and will have to incur the cost towards same.	Please provide the location and details (material, size, flow) of the take off point for water supply	The Concessionaire shall make its own arrangements for sourcing, conveying, storing and distributing potable water required for the project facilities, at its own cost.

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43	TEFR-Section 9.5.5, Pg.no.83	**Supporting Infrastructure** Firefighting The requirement of water for firefighting will be catered by use of sea water. No separate storage required for this is not envisaged.	Please provide the technical details and feasibility assessment of this proposal.	The Concessionaire shall carry out its own detailed technical assessment and feasibility study for the proposed seawater-based firefighting system, and design and implement the system in accordance with the applicable statutory requirements, relevant codes and standards, and the provisions of the RFP. No separate technical feasibility assessment is available with KPL.
44	TEFR-Section 9.5.5, Pg.no.83	**Supporting Infrastructure** Fire Protection System KPL has plans to developing Fire Fighting facilities at GCB-1 and Transit Park area. Accordingly, the capex estimation that has been done for Fire protection system in the report. The estimation has been done only for fire protection system at Car Parking Yard – 2.	Please provide details of KPL plans towards developing the Fire Fighting facilities at GCB-1 and Transit Park area.	KPL is presently establishing fixed fire-fighting facilities at GCB-1 and its Transit Parking Yard. The layout indicating the proposed fire-fighting facilities is enclosed in **Annexure No.3**. Upon onboarding of the Concessionaire, the modalities for utilization, operation and maintenance of the said facilities shall be finalized by KPL in consultation with the Concessionaire.
45	TEFR-Section 10	**Project Block Costing**	Kindly check and confirm if "unit rate in Rs" is correct or "cost in	Kindly consider the same as Lumpsum. Bidders shall

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	(E) (2), Pg.no.87	Fire detection & Firefighting system at Berth and Yard	Rs" is correct as both are not matching.	assess the same through their own due diligence and site visit, depending on requirements.
46	NTCPWC Report-Section 4.9.3, Pg.no.25	**Live load** The vertical imposed loads including the truck loads / uniformly distributed loads relavent to cargo berth as per clause 6.1.2 IS 4651-part 3-2020 were considered. However, the Structure is not capable of withstanding any truck loads only UDL of 3.0 T/m2 alone is taken as live load. • UDL of 3.0 T/m2 for deck slab	States that no additional live loads, other than the specified berth live load of 3 T/m², are permitted on the berth, and that truck movements are not allowed. Kindly clarify whether truck access to the berth is completely prohibited and provide the basis for this loading restriction.	This section shall be read in conjunction with section. 3.1.Please also refer the methodology furnished in section.3.2.
47	NTCPWC Report-Section 4.9.9, Pg.no.28	Crane Load The berth is not capable of standing any additional crane load.	States that the berth is not capable of accommodating any additional crane loads. Kindly clarify the rationale behind this statement and confirm whether the restriction applies to all types of cranes and operational scenarios.	The section.4.9.3 may be referred, which is self - explanatory.
48	NTCPWC Report-Section 5.3, Pg.no.41	Impact test has been conducted on existing GCB-1. A Vessel is used to give impact. Accelerometers are used to record the vibration acceleration of the jetty produced by the impact. 3 points are selected on the jetty to place the accelerometers, mainly at 10m distance from middle point of the jetty. The positions of the Accelerometers are shown in the Figure 5.2. A3 were	States that the accelerometers are installed at a distance of 10 m from the midpoint of the berth. However, Figure 5.2 appears to indicate that the accelerometers are located approximately 100 m from the midpoint. Kindly clarify this discrepancy and confirm the correct accelerometer locations.	The positions of the accelerometers are not indicated in Figure 5.2, which only depicts the impact points. Hence, the description of the accelerometer locations provided in the relevant section of the NTCPWC report may be considered as

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		placed at 10m, respectively, from A2. Similarly, A1 were placed at 10m, respectively, from A2...... Hence, the measurements were repeated to carry out on 22.05.2024 during the berthing of the vessel.		final and relied upon by the bidders.
49	NTCPWC Report-Annexure-1, Section-3.1.1	NTCPWC Report - Annexure-1 Soil Investigations Report	The Soil Investigation Report provided appears to cover subsurface exploration only up to approximately -24 m CD, which is shallower than the reported founding level of the existing berth. This may introduce uncertainty in the geotechnical parameters adopted for the deeper foundation assessment. If any additional soil investigation data extending beyond this depth is available, kindly share the same for our review.	The available details/reports have already been shared vide Corrigendum No. 2 dated 23.06.2026. Bidders may refer to the same for the available soil investigation data.
50	NTCPWC Report-Annexure-1, Section-3.1.1	NTCPWC Report - Annexure-1 Soil Investigations Report	The estimated pile capacities reported in the assessment appear to be relatively high considering the indicated soil conditions, particularly where SPT-N values generally range between 10 and 25 within the depth interval of approximately -12 m to -25 m CD. If any pile load tests or other foundation verification studies were undertaken during the original	The available details/reports have already been shared vide Corrigendum No. 2 dated 23.06.2026. Bidders may refer to the same for the available soil investigation data.

			design or construction stages to validate the pile capacities, kindly provide the corresponding reports and test records for our assessment.	
51	NTCPWC Report-Annexure-2, Section-3.1.2	NTCPWC Report - Annexure-2 As-Built Drawings	The cross section details of the pavement in the transit parking area immediately behind the berth with information on wearing surface, base and sub-base thicknesses and materials is noted. It is requested that cross section details of the pavement with similar details is also provided for the northern transit parking area an car parking yard-2. Furher, please also provide information and details of scheduled maintenance undertaken from time to time for the pavement in the transit parking area behind the berth, northern transit parking area and car parking yard-2.	The available details/reports have already been shared vide Corrigendum No. 2 dated 23.06.2026. Bidders may refer to the same for the available soil investigation data.

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52	RFP- Appendix I, Pg.No.40	A certification is required that in the last three years, the Single Bidder/Consortium Members or 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 their part.	Please confirm if the last three years will be calculated from the bid due date or basis the financial year cycle (i.e. before 31 March 2026).	It will be calculated from the Bid due date.
53	RFP- Clause 2.1.14 and 2.1.15, Pg.no.16 to Pg.no.18	A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members 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.	Please provide a list of consultants/advisors engaged by the Authority in relation to the Project and bidding process, in order to avoid any 'Conflict of Interest'.	1. CRISIL, Mumbai- Transaction Advisors 2. IIT Madras (National Technology Centre for Ports Waterways and Coast), Technical Consultants
54	RFQ Clause 2.2.3, RFP Pg.no.16, Clause	O&M Experience: The Applicant shall, in the case of a Consortium, include a Member who shall subscribe and continue to hold at least 10% (ten per	Clause 2.2.3 of RFQ, Clause 2.1.18 of the RFP and Article 11 of DCA (O&M Member Lock-In)	Clause 2.2.3 of the RFQ shall continue to apply. Accordingly, wherever the O&M experience

	2.1.18, Pg.no.18 and DCA-Article-11, Pg.no.63	cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project, and has either by itself or through its Associate, experience of 5 (five) years or more in operation and maintenance (O&M) of Category 1 projects specified in Clause 3.2.1, which have an aggregate capital cost equal to the Estimated Project Cost. In case the Applicant is not a Consortium, it shall be eligible only if it has equivalent experience of its own or through its Associates. In the event that the Applicant does not have such experience, it should furnish an undertaking that if selected to undertake the Project, it shall for a period of at least 5 (five) years from the date of commercial operation of the Project, enter into an agreement for entrusting its operation & maintenance (O&M) obligations to an entity having the aforesaid experience, failing which the Concession Agreement shall be liable to termination. The Applicant shall submit the Undertaking in this regard as per the format at Appendix VII.	The RFQ requires the O&M Member to hold at least 10% equity in the Concessionaire for 5 years from COD. The RFP does not mention the mandatory 10% shareholding requirement but states that a Bidder without O&M experience must enter into an O&M Agreement with an entity having specified experience for at least 5 years from COD, failing which the DCA shall be liable to termination. The DCA does not mention any O&M lock-in. Please clarify: (a) whether the 10% O&M shareholding requirement from the RFQ continues to apply; and (b) whether the DCA will be amended to incorporate the O&M lock-in provisions.	requirement is met through an O&M Member of a Consortium, such O&M Member shall subscribe to and continue to hold at least 10% of the subscribed and paid-up equity of the SPV for a period of five (5) years from COD. In cases where the Applicant does not possess the requisite O&M experience, the applicable O&M obligations shall be governed by Clause 2.2.3 of the RFQ, Clause 2.1.18 of the RFP and the relevant provisions of the DCA. No amendment to the DCA is proposed in this regard.

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55	DCA- Article 2.2, Pg.no.27	Provided further that, the Concessionaire shall, at any time not earlier than 25th (Twenty fifth) anniversary of the Date of Award of Concession and no later than 27th (Twenty seventh) anniversary of the Date of Award of Concession, intimate the Concessioning Authority about its interest and request for renewing/ extending the term of this Concession by another period of 5 years. …………… and in any such case of international competitive bidding: (a) the Concessionaire shall have a right to match the highest bid, if its bid is within [10.00%] of the highest bid that may be offered at that time in accordance with the terms and conditions of the bidding documents issued at such time;	Please confirm whether the Concessionaire's right to match is a one-time right or whether the Concessionaire gets an opportunity to revise its offer if its initial bid falls outside the 10% threshold. Further please confirm whether the square bracketed percentage is final.	The provisions of the DCA Clause are self-explanatory and shall be applicable as stipulated therein. The Concessionaire's right to match and the applicable percentage threshold shall be governed by the provisions of the DCA.
56	DCA-Articles 2.4, 2.6, 2.7 Pg.no.28, 29 and Artcile-6.5, Pg.no.40	The Concessionaire accepts possession of the Port's Assets and Project Site on 'as is where is' basis and confirms having: (a) inspected the Project Site/Port's Assets, including the berths and all structures thereat and its surroundings; (b) satisfied itself as to the nature of the climatic, hydrological and general physical conditions of the Project Site/Port's Assets, the nature of the ground and subsoil, the form and nature of the Project Site/Port's Assets,	Please clarify (a) the scope and limitations of sub-soil investigation reports available under Article 6.5; (b) any known defects or issues with the existing berth structure; (c) environmental baseline data; and (d) as-built drawings and specifications for the existing infrastructure at GCB-1.	The available details/documents relating to recent studies, including the available technical information, have been provided in Corrigendum No. 2 dated 23.06.2026. Bidders may refer to the same for the relevant information. The Concessionaire shall be responsible for satisfying itself regarding the adequacy

		and the nature of the design, work and materials necessary for the performance of its obligations under this Agreement; and (c) obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Concessionaire and its rights and obligations under or pursuant to this Agreement.		and suitability of the available information and shall undertake its own due diligence, site inspection and assessment of the existing berth/assets, including their condition, defects, sub-soil conditions, environmental conditions and other relevant aspects, in accordance with the provisions of the DCA.
57	DCA-Article 3.1 (Conditions Precedent) read with Article 3.2, Pg.no. 30 & 31	The Conditions Precedent shall be complied with within [180] Days of the date of the Agreement.	Please clarify whether the 180-day timeline for fulfilment of Conditions Precedent under Article 3.2 runs from the date of execution of the Agreement or from some other trigger date. Further, please confirm the consequences if the Conditions Precedent are not fulfilled within 180 days solely on account of delay by the Concessioning Authority in procuring environmental clearance as envisaged under Article 3.1(b)(i).	Article 3.2 of the DCA stipulates that the Conditions Precedent shall be complied with within 180 days from the date of signing of the Concession Agreement. The consequences of any delay or failure in fulfilment of the Conditions Precedent, including delays attributable to the Concessioning Authority, shall be governed by the provisions of Articles 3.3 to 3.6 and other relevant provisions of the DCA.
58	DCA- Article 3.1(b)(i) read with Appendix 8, Pg.no.31	The following Conditions Precedent shall be satisfied by the Concessioning Authority: (i) procurement of the clearances required for the Project, as set out in Appendix- 8; provided that in	The Authority is required to procure amendment to the existing Environmental Clearance to handle Clean Cargo up to 3 MTPA within 180 days as	The amendment to the existing Environmental Clearance for handling Clean Cargo up to 3 MTPA is presently under process. The

		case any modification/alteration/deviation to the existing environmental clearance is necessitated owing to Concessionaire's requirements, and the same entails a delay in procuring the revised environmental clearance by the Concessioning Authority beyond the stipulated period of [180] days, such delay shall not be attributable to the Concessioning Authority in any manner or circumstances whatsoever.	a Condition Precedent. Delay beyond 180 days attributable to Concessionaire's requirements is not attributable to Authority. Please clarify (a) the tentative timeline for obtaining the modified environmental clearance; and (b) confirm whether delays in obtaining such clearance would qualify for extension of time or other relief under the DCA.	amended Environmental Clearance, upon receipt, shall be shared with the selected Concessionaire during the Conditions Precedent period. Any extension of time or other relief, if applicable, shall be governed strictly by the provisions of Article 3 – Conditions Precedent and other relevant provisions of the DCA. Further, any delay arising due to modifications, alterations or deviations to the Environmental Clearance necessitated by the requirements of the Concessionaire shall not be attributable to the Concessioning Authority.
59	DCA- Article 4.2, Pg.no.33 & 34	**4.2 Deemed Performance Security** The Parties expressly agree that upon release of the Performance Security 6 (six) months from the COD, a substitute Performance Security for a like amount shall be deemed to be created as if it is a Performance Security for and in respect of the entire Concession Period (the "Deemed Performance Security"). The Deemed	Please clarify the mechanism by which the Deemed Performance Security operates in practice, specifically, how will the "equivalent balance" in the Escrow Account be identified and maintained, and whether cash flows from the Escrow Account can be freely utilized until an actual default occurs.	The provisions of Clause 4.2 of the DCA are self-explanatory and shall govern the mechanism and operation of the Deemed Performance Security.

		Performance Security shall be unconditional and irrevocable, and shall, notwithstanding anything to the contrary contained in Clause 9.5.1, ………………………. For the avoidance of doubt, the Parties agree that no amounts shall be earmarked, frozen or withheld in the Escrow Account for securing payment of any potential damages that may fall due at a subsequent date, and only the amounts which shall have become due and payable by the Concessionaire upon occurrence of a Concessionaire Default shall be liable to appropriation hereunder.		
60	DCA-Article 6.9 , Pg.no.45	Subject to any of the provisions of this Agreement providing for extension of time for performance or excuse from performance, as the case may be, of any of the obligations of the Concessionaire under this Agreement and delays for reasons not attributable to the Concessioning Authority, the Concessionaire shall pay to the Concessioning Authority liquidated damages at the rate of [0.1% (zero point one percent)] of the Performance Guarantee for every Day of delay in fulfilling the specified obligations on or before a Milestone Date including a delay in obtaining the Completion	Please confirm whether the liquidated damages rate of 0.1% of Performance Guarantee per day and the cap of 5% of Total Project Cost (appearing in square brackets under Article 6.9) are final figures or subject to further amendment.	DCA Clause prevails.

		Certificate or the Provisional Certificate on or before the Scheduled Project Completion Date. Provided such liquidated damages shall not in aggregate exceed 5% of the Total Project Cost and unless the delay is in obtaining of the Completion Certificate or the Provisional Certificate, shall not be payable for less than 15 (fifteen) Days of delay from a Milestone Date, in fulfilling a specified obligation		
61	DCA-Article 6.8, Pg.no.43	Provided further, the cost of implementing a single Change of Scope shall not exceed a sum corresponding to [5%] of the Total Project Cost and during the Concession Period the cumulative cost of implementing orders pertaining to Change of Scope shall not exceed a sum corresponding to [20%] of the Total Project Cost ;	Please confirm whether the Change of Scope cost limits of 5% per change and 20% cumulative (appearing in square brackets) are final or subject to further amendment.	DCA Clause prevails.
62	DCA-Article 9.4, Pg.no.58	The Concessionaire shall submit to the Concessioning Authority a financial statement including quantity (MT) of cargo / TEUs handled for every 6 (six) monthly period ending 30th September and 31st March every year, duly certified by its Statutory Auditors. The certificate must be furnished within 90 (Ninety) Days of the end of each such period.	Please confirm if any specific format is required for the certified accounts and financial statements to be submitted under Article 9.4, since the DCA does not prescribe one. Further, please clarify whether the Additional Auditor's report under Article 9.4 can be challenged by the Concessionaire if there is a dispute regarding the cargo volume reported.	The Concessionaire shall submit the statements/certificates as required under Article 9.4 of the DCA, in accordance with the applicable provisions of the Companies Act, 2013, and in such form and manner as may be reasonably required by the Concessioning Authority. Any dispute arising in

				relation to the statements/certificates or the cargo volumes reported therein shall be dealt with in accordance with the dispute resolution provisions of the DCA.
63	DCA-Article 12.1(e), Pg.no.68	(iii) the Concessionaire shall ensure that the Project Contracts contain provisions that entitle the Concessioning Authority to step into such contract in its sole discretion in substitution of the Concessionaire in the event of termination or suspension of this Agreement; and	The definition of *'Project Contracts'* includes 'any other material contract' in addition to the specifically enumerated contracts. Please clarify: (a) the materiality threshold (if any) for determining which contracts fall within this definition; (b) the types or categories of contracts that must contain step-in provisions under Article 12.1(e)(iii); and (c) whether supply contracts, equipment leases, or service agreements below a specified value would be excluded.	The provisions of Article 12.1(e) of the DCA are self-explanatory and shall apply as stipulated therein.
64	DCA-Article 12.2(c), Pg.no.70	The Concessioning Authority shall not operationalise any additional facility within Port Limits for handling Cargo as defined under Project Capacity and Clean Cargo either on its own or through any other Person until the earlier of (i) 5 (five) years from the Scheduled Project Completion Date; or (ii) the average annual volume of cargo	Please clarify how the "average annual volume of cargo handled" reaching 70% of Project Capacity will be measured, specifically, whether this is based on the Concessionaire's certified accounts under Article 9.4 or on the Additional Auditor's report.	The measurement of the average annual cargo volume reaching 70% of the Project Capacity for the purpose of Article 12.2(c) of the DCA shall be based on the cargo handled at the Project Facilities and Services, as duly recorded and certified in

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		handled at the Project Facilities and Services reaches a level of 70% of Project Capacity for 2 (two) consecutive years ("Exclusivity Period").		accordance with the provisions of the DCA, including the certification and audit mechanisms prescribed under Article 9.4.
65	DCA-Appendix 13, Pg.no.170	Year 1 (Construction Phase): 0.15 MMTPA; Year 2 (Construction Phase): 0.20 MMTPA, increasing to 1.80 MMTPA from Year 6 to Year 30.	Please clarify how the MGC obligation during the Construction Phase (Year 1: 0.15 MMTPA, Year 2: 0.20 MMTPA) is to be achieved given that the Project Facilities may not be fully operational until Month 24. Specifically: (a) is the Concessionaire expected to handle cargo using the existing GCB-1 infrastructure during the Construction Phase; (b) what relief, if any, is available if construction activities impede cargo handling capacity; and (c) we note that Appendix 13 provides for pro-rata calculation of MGC if COD does not fall on 1st April, please confirm whether the same pro-rata principle applies to the Date of Award of Concession for Year 1 MGC.	Appendix 13 of the DCA expressly provides for Minimum Guaranteed Cargo (MGC) obligations during the Construction Phase. As GCB-1 is an existing operational berth, the Concessionaire may commence cargo handling from the Date of Award of Concession, with the prior approval of the Concessioning Authority, while undertaking the construction/upgradation works in parallel. No specific relief from the MGC obligations is envisaged under the DCA on account of construction/upgradation activities. The pro-rata principle specified in Appendix 13 shall also apply to the MGC obligation for Year 1, based on the Date of Award of Concession.

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66	DCA- Article 15.1(a)(vii), Pg.no.84	The Concessionaire Event of Default means any of the following events unless such an event has occurred as a consequence of the Concessioning Authority Event of Default or a Force Majeure Event: (vii) the Concessionaire fails to achieve Minimum Guaranteed Cargo for a consecutive period of 3 (three) years during Operation Phase.	A footnote in this clause states: “Should be applicable only for single commodity bulk cargo terminals.” GCB-1 is a multi-commodity general cargo terminal handling Clean Cargo (unitized, palletized, bagged, break bulk, containerized, and project cargo), not a single commodity bulk cargo terminal. The footnote to Article 15.1(a)(vii) states that this provision "should be applicable only for single commodity bulk cargo terminals." We propose that Article 15.1(a)(vii) be deleted for GCB-1 given the terminal type. In the alternative, if Article 15.1(a)(vii) is retained, we propose that the following carve-outs be added: “Provided that failure to achieve Minimum Guaranteed Cargo shall not constitute a Concessionaire Event of Default to the extent such failure is attributable to: (i) delay by the Concessioning Authority in handing over possession of the Project Site or any part thereof; (ii) non-availability or inadequacy of Supporting Project Infrastructure; (iii) failure by the	The provisions of Article 15.1(a)(vii) of the DCA shall prevail and shall apply as stipulated therein. No deletion or modification of the said provision is proposed.

			Concessioning Authority to fulfil its Conditions Precedent within the stipulated timeline; or (iv) documented reduction in vessel traffic or cargo volumes at Kamarajar Port due to external market conditions not attributable to the Concessionaire."	
67	DCA- Article 17.1(a), Pg.no.92	If the termination is due to a Non Political Event, Termination Payment payable to the Concessionaire shall be 90% of the Debt Due LESS any amount due to the Concessioning Authority by the Concessionaire under this Agreement LESS all insurance claims received or admitted. (ii) If the termination is due to an Other Event, Termination Payment payable to the Concessionaire shall be aggregate of: a.	Article 17.1 uses two distinct formulations for insurance deductions: (a) "insurance claims received or admitted" under Article 17.1(a)(i) for Non-Political Events; and (b) "Insurance Cover" under Articles 17.1(a)(ii), 17.1(b), and 17.1(c) for Other Events, Concessionaire Default, and Authority Default respectively. The distinction is unclear and	The provisions of Article 17.1 of the DCA, including the treatment of Insurance Cover and insurance claims, shall prevail and shall apply as stipulated therein. No amendment or modification to the provisions of Article 17.1 is proposed.

		Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% of such unpaid claims shall be included in the computation of Debt Due; b. 110% of the Adjusted Equity; and c. an amount equivalent to the Additional Termination Payment less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% of such unpaid claims shall be included in computation of the amount payable hereunder	creates the following issues: (i) "Insurance Cover" appears to refer to theoretical policy coverage regardless of whether claims are actually paid, which could result in deductions even where the insurer disputes or delays payment; (ii) the treatment of claims lodged but not yet admitted at termination is uncertain; and (iii) Insurance Cover may be deducted even if the termination event is not a covered peril under the policies. We propose that Article 17.1 be amended as follows: (A) replace references to "Insurance Cover" with "insurance claims actually received" in all sub-clauses; (B) alternatively, if "Insurance Cover" is retained, include a proviso that "Insurance Cover shall be deducted only to the extent that the relevant event is a covered peril under the applicable insurance policies and the claim has been admitted by the insurer"; and (C) clarify that pending but unadmitted claims shall not be deducted, or alternatively, that 80% of such unadmitted claims shall be added	

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			back to the Termination Payment (consistent with the existing add-back mechanism in Articles 17.1(a)(ii) and 17.1(b)).	
68	DCA- Article 17.1(b), Pg.no.92	(ii) Upon termination on account of Concessionaire Default during the Construction Period, no Termination Payment shall be due and payable for and in respect of expenditure comprising the first 30% of the Total Project Cost and in the event of expenditure exceeding such 30% and forming part of Debt Due, the provisions of Clause 42.3.1 shall, to the extent applicable to Debt Due, apply in respect of the expenditure exceeding such 30%. For the avoidance of doubt and by way of illustration, the Parties agree that if the total expenditure incurred prior to termination is 90%of the Total Project Cost, the expenditure eligible for computation of Termination Payment hereunder shall be 60% of the Total Project Cost and the Termination Payment due and payable in such	Article 17.1(b)(ii) refers to “provisions of Clause 42.3.1” in respect of expenditure exceeding 30% of Total Project Cost. However, Clause 42.3.1 does not appear to exist in the DCA. Please clarify this cross-reference error and confirm the correct provision that is intended to apply.	The reference to Clause 42.3.1 in Article 17.1(b)(ii) shall be read as Clause 17.1(b)(i). **Kindly refer Amendment No.1 dated 07.08.2026**

		event shall not exceed 54% of the Total Project Cost or 90% of the Debt Due.		
69	DCA-Article 17.5, Pg.no.95	Termination Payment shall become due within 15 days of demand. In event of delay, Authority shall pay interest at 3% above Bank Rate. Delay shall not exceed 90 days.	Please clarify the consequences if the Concessioning Authority fails to pay the Termination Payment even after the maximum delay period of 90 days. The current drafting of Article 17.5 states that "such delay shall not exceed 90 days" but does not specify the remedy available to the Concessionaire if this timeline is breached.	The provisions of Article 17.5 of the DCA are self-explanatory and shall apply as stipulated therein.
70	DCA-Article 17.8, Pg.no.96	Payment due and payable in respect of Specified Assets which are constructed, acquired or installed after the 5th (fifth) anniversary of COD but no later than the 20th (twentieth) anniversary of the Date of Award of Concession, shall be limited to the lowest of: (i) Adjusted Depreciated Value thereof; (ii) the replacement value thereof, as assessed by an Approved Valuer, who shall be selected and appointed by the Concessioning Authority, within 15 (fifteen) days of termination, for submitting his assessment within 30 (thirty) days of	Please clarify the methodology for computing "Adjusted Depreciated Value" of Specified Assets. Further, please confirm how the Approved Valuer will be selected and whether the Concessionaire will have a right to contest the valuation.	The provisions of the DCA are self-explanatory. Bidders may refer to the relevant definitions provided in the DCA in this regard.

		his appointment hereunder; and (iii) 40% of Total Project Cost.		
71	DCA-Appendix 5, Pg.no.148 and Appendix-4, Pg.no.129	The Project Facilities and Services for GCB-1 as required under this Agreement shall be fully operational within 24 months from the Date of Award of Concession. Milestone dates include 25% at 6 months, 50% at 12 months, 75% at 18 months, 100% at 24 months from Date of Award of Concession.	Please provide the basis and criteria for evaluating physical progress percentages (25%, 50%, 75%, 100%) under Appendix 5, specifically, whether these are measured by value of work done, quantity of equipment installed, or some other metric. Please also clarify what constitutes “ancillary works” required to be completed at the 100% milestone.	The Project Schedule milestones shall be assessed by the Independent Engineer with reference to Appendix 5, Appendix 4 (Scope of Work), construction progress, applicable tests and completion requirements. The term “ancillary works” shall mean all other works necessary for making the Project Facilities and Services complete and fully operational in accordance with the Scope of Work.
72	DCA-Article-11 ,Pg.no.63	O&M Experience: The Applicant shall, in the case of a Consortium, include a Member who shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project, and has either by itself or through its Associate, experience of 5 (five) years or more in operation and maintenance (O&M) of Category 1 projects specified in Clause 3.2.1, which have an aggregate capital cost equal to the Estimated Project	The RFQ (Clause 2.2.3) requires the O&M Member to hold at least 10% equity in the Concessionaire for 5 years from COD. The RFP requires an O&M Agreement for 5 years from COD. The DCA (Article 11) does not mention any O&M lock-in. Please clarify (a) whether the 10% O&M shareholding requirement from the RFQ continues to apply; and (b) whether the DCA will be amended to incorporate the O&M	Clause 2.2.3 of the RFQ shall continue to apply. Accordingly, wherever the O&M experience requirement is met through an O&M Member of a Consortium, such O&M Member shall subscribe to and continue to hold at least 10% of the subscribed and paid-up equity of the SPV for a period of five (5) years from COD. In cases where the Applicant does not possess

		Cost. In case the Applicant is not a Consortium, it shall be eligible only if it has equivalent experience of its own or through its Associates. In the event that the Applicant does not have such experience, it should furnish an undertaking that if selected to undertake the Project, it shall for a period of at least 5 (five) years from the date of commercial operation of the Project, enter into an agreement for entrusting its operation & maintenance (O&M) obligations to an entity having the aforesaid experience, failing which the Concession Agreement shall be liable to termination. The Applicant shall submit the Undertaking in this regard as per the format at Appendix VII.	lock-in provisions as stated in the RFQ.	the requisite O&M experience, the applicable O&M obligations shall be governed by Clause 2.2.3 of the RFQ, Clause 2.1.18 of the RFP and the relevant provisions of the DCA. No amendment to the DCA is proposed in this regard.
73	DCA- Articles 11 and 15, Pg.no.63	The Concessionaire shall ensure that the Applicant/ members of the Consortium maintain Management Control at least until expiry of the one (1) year after COD as also maintain their equity holding in the Concessionaire such that16: (a) Selected Bidder/Consortium Members together with its/their Associates hold not less than 51% of its issued and paid up equity and that no member of Consortium whose technical and financial capacity was evaluated for the	The RFQ/RFP define “control”, with respect a company or corporation, the ownership, directly or indirectly, of more than 50% of the voting shares, 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. However, the DCA defines “Management Control”/ “control”	The definitions of ‘Control’ under the RFQ/RFP and ‘Management Control’ under the DCA are distinct and shall be interpreted and applied in accordance with the context and provisions of the respective clauses of the Bid Documents and DCA.

		purposes of Pre-qualifications in response to Request for Qualification shall hold less than 26% of such equity until expiry of one (1) year after COD. At any time, after expiry of the aforesaid share holding period, lead member can approach Concession Authority for approval proposing a new entity/ consortium. Concession Authority may at its sole discretion consider and approve it subject to the entity/consortium meeting the eligibility criteria as prescribed in Bid Document for the Project; and (b) M/s [●] ("Lead Member") of the Consortium (original or new as the case may be) legally and beneficially holds at any time not less than 50% of the Consortium's holding in the paid-up equity capital of the Concessionaire.	to mean possession, directly or indirectly of the power to direct or cause the direction of the management and policies of the Concessionaire, whether through the ownership of voting securities, by contract or otherwise or the power to elect or appoint more than 50% of the directors, managers, partners or other individuals exercising similar authority with respect to the Concessionaire. Please clarify which definition — 'Control' under the RFQ/RFP or 'Management Control' under the DCA applies for change-in-control triggers and consequences under the DCA.	
74	DCA-Under Article 15.1(a)(vi), Pg.no.84	The Concessionaire Event of Default means any of the following events unless such an event has occurred as a consequence of the Concessioning Authority Event of Default or a Force Majeure Event: (vi) a default under the O&M Contract, which has or is likely to affect the Project/the Project Facilities and Services, materially.	The footnote states "This would be case specific" without clarifying how materiality would be assessed. Please clarify the intended scope and application of Article 15.1(a)(vi) (O&M Contract default as a Concessionaire Event of Default), specifically: (i) what constitutes a "default" under the O&M Contract for purposes of this provision; (ii) how "material" effect on the Project/Project	The provisions of the DCA shall prevail. The footnotes provided in the DCA are intended for guidance and shall be deleted at the time of execution of the Concession Agreement.

Response to the queries of RFP document for Upgradation, Equipping, Operations, Maintenance and Transfer (UEOMT) of General Cargo Berth-1 (GCB-1) at Kamarajar Port Limited

			Facilities and Services will be assessed; and (iii) whether this provision applies only where the Concessionaire enters into an O&M Contract with a third party, or in all cases including where the Concessionaire performs O&M functions itself. The footnote "This would be case specific" provides no meaningful guidance. We propose that the footnote be deleted and the substantive clarifications set out above be incorporated into Article 15.1(a)(vi) itself.	
75	Articles 12.1(e)(iii), Pg.no.68, Article-15.8, Pg.no.88, Article-7.1(d), Pg.no.52 and Article 4.1 of Appendix 3, Pg.no.123	The DCA contains multiple step-in provisions allowing the Authority to take possession and control of Project Site/Facilities upon Termination Notice due to Concessionaire Event of Default, or step in to perform Concessionaire's obligations in case of material breach of cargo handling obligations.	Please clarify (a) the fixed period within which the Authority must decide whether to exercise step-in rights; (b) whether Project Contracts will cease to be in force if step-in is not exercised within a specified period; and (c) how services performed or supplies made under Project Contracts during the interim period between termination/suspension and Authority's exercise of step-in rights are to be compensated.	The relevant provisions of the DCA are self-explanatory and shall apply as stipulated therein. Bidders may refer to the relevant provisions of the DCA in this regard.
76	DCA- Article 17.1(c), Pg.no.93	(c) Termination due to Concessioning Authority Event of Default If the termination is due to a Concessioning	For Authority Default termination, the full Insurance Cover is deducted from	The provisions of Article 17.1(c) of the DCA shall prevail and shall apply as

		Authority Event of Default, the Termination Payment payable by the Concessioning Authority shall be equal to the aggregate of: (i) Debt Due less Insurance Cover; (ii) 150% of the Adjusted Equity; and (iii) 115% of the amount representing the Additional Termination Payment	Termination Payment without any carve-out for unpaid or unadmitted insurance claims. This is in contrast to "Other Event" and "Concessionaire Default" scenarios where 80% of unpaid insurance claims are added back. Article 17.1(c) does not include an 80% add-back mechanism for unpaid or unadmitted insurance claims, unlike Articles 17.1(a)(ii) and 17.1(b) which apply to Other Events and Concessionaire Default respectively. In the absence of such mechanism, insurer delay or dispute in admitting claims could materially reduce the Termination Payment payable to the Concessionaire for an Authority Default, even where no insurance proceeds have actually been received. We propose that Article 17.1(c) be amended to include a proviso substantially as follows: "provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% of such unpaid claims shall be included in the computation of Debt Due."	stipulated therein. No amendment or modification to the said provision is proposed.

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			This would align Article 17.1(c) with the treatment under Articles 17.1(a)(ii) and 17.1(b) and ensure the Concessionaire is not penalised for circumstances beyond its control.	
77	DCA- Article 13.2.2, Pg.no.74	Upon occurrence of an unforeseen event, situation or similar circumstances not contemplated or referred to in this Agreement, and which could not have been foreseen by a prudent and diligent person (the “Unforeseen Event”), any Party may by notice inform the other Party of the occurrence of such Unforeseen Event with the particulars thereof and its effects on the costs or EBITDA or capital expenditure or revenues of the Project. Within 30 (thirty) days of such notice, the Parties shall meet and make efforts in good faith to determine if such Unforeseen Event has occurred, and upon reaching agreement on occurrence thereof deal with it in accordance with the provisions of this Clause 13.2.2 (ii) Upon determination of the occurrence of an Unforeseen Event, the Parties shall make a reference to the Committee For avoidance of doubt, under this provision, it is hereby clarified that the	The provisions for Unforeseen Event relief shall be applicable only after 7 years from COD. A Committee may recommend relief measures which are to be agreed by Parties within 90 days. Please confirm (a) what remedies are available to the Concessionaire if an Unforeseen Event occurs before the 7th anniversary of COD that materially impacts the Project's viability; (b) whether the Authority will consider amending Article 13.2.2 to permit Unforeseen Event relief from COD, subject to appropriate safeguards against frivolous claims.	The provisions of the DCA shall prevail.

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		Independent Engineer shall also be a mandatory member of the Committee.		
78	DCA- Appendix 19, Pg.no.210	Supporting Project Infrastructure	The Concessioning Authority shall provide Supporting Project Infrastructure including connectivity, utilities, and common facilities. Please provide (a) detailed specifications and timelines for provision of each item of Supporting Project Infrastructure; (b) confirmation of the current status and availability of such infrastructure; and (c) the mechanism for the Concessionaire to claim relief if the Supporting Project Infrastructure is not provided or is inadequate.	DCA Clause is self explanatory
79	DCA- Article 21.3.1 and 21.3.2, Pg.no.107	Compensation for Breach of Agreement	In the event of material breach or default, the defaulting party shall pay compensation for all direct costs suffered by the other party within 30 days of demand. Such compensation is subject to caps under Article 21.3.5. Please clarify: (a) whether there is a cap on compensation payable under Articles 21.3.1 and 21.3.2, and if so, the applicable percentage (noting that square brackets in the draft DCA suggest figures	The relevant provisions of the DCA are self-explanatory and shall apply as stipulated therein.

			may be subject to finalisation); (b) whether the exclusion of consequential losses applies to compensation claims by both parties (under Articles 21.3.1 and 21.3.2) or only to claims by the Concessioning Authority under Article 21.3.1; and (c) the limitation period within which the non-defaulting party must raise a compensation claim.	
80	RFP-Appendix III, Pg.no.48 and Appendix-IV, Pg.no.50 and DCA - Article 3.1(a), Pg.no.30	Powers of Attorney executed overseas must be legalised by the Indian Embassy and notarised in the jurisdiction where executed. However, Powers of Attorney from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if they carry a conforming Apostille certificate. Further, the DCA requires a legal opinion from the legal counsel of the Concessionaire regarding authority to enter into the Agreement.	Considering that the Bidder / Consortium Member is an entity incorporated outside India, please clarify whether the legal opinion required under Article 3.1(a)(ix) of the DCA can be provided by a foreign legal counsel qualified in the jurisdiction of incorporation of the Concessionaire's foreign shareholders, or must it be from an Indian legal counsel only.	RFP Clause prevails.

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81	DCA- Article 19.4, Pg.no.100	Any disputes not resolved amicably or through conciliation will be referred to SAROD-Ports (Society for Affordable Redressal of Disputes - Ports). The arbitration shall be governed by SAROD-Ports Rules and the Arbitration & Conciliation Act, 1996. The Seat of Arbitration shall be New Delhi or a place selected by SAROD-Ports Governing Body.	DCA provides that any disputes not resolved amicably or through conciliation shall be referred to SAROD-Ports (Society for Affordable Redressal of Disputes – Ports), with the arbitration governed by SAROD-Ports Rules and the Arbitration & Conciliation Act, 1996. We request that the dispute resolution mechanism be modified to provide for arbitration administered by the Singapore International Arbitration Centre (SIAC) or other similar internationally recognized arbitral institution for the resolution of disputes arising under the DCA.	The provisions of the DCA relating to dispute resolution shall prevail and shall apply as stipulated therein. No modification to the dispute resolution mechanism is proposed.
82	RFP- Clause 7.1 of Appendix VI of RFP, Pg.no.54	Fall Clause: The BIDDER undertakes that it has not performed /is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with	The Integrity Pact contains a “Fall Clause” (Clause 7.1), under which the Bidder undertakes that it has not performed and is not performing a similar project at a lower price for any other Ministry/Department of the Government of India or PSU. If it is found at any stage that a similar project was performed by the Bidder to any other Ministry/Department of the	RFP Clause prevails

		due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the CONCESSIONING AUTHORITY, if the contract has already been concluded.	Government of India or a PSU at a lower price, then that very price (with due allowance for elapsed time) will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Authority, if the contract has already been concluded. We request that the Fall Clause (Clause 7.1) of the Integrity Pact be deleted, as it is inapplicable in the context of the DCA. Unlike conventional procurement contracts, concession pricing is driven by project-specific factors such as traffic projections, risk allocation, and revenue-sharing models, making like-for-like price comparisons across projects inappropriate.	
83	DCA- Article 11.2, Pg.no.63	The Concessionaire shall ensure that the Applicant/ members of the Consortium maintain Management Control at least until expiry of the one (1) year after COD as also maintain their equity holding in the Concessionaire such that…………. Any ‘transfer of shareholding in the Concessionaire’ and/or ‘direct or indirect change in the Management Control of the Concessionaire’,	Please confirm whether the requirement for prior approval for "transfer of shareholding" applies only to direct transfers of shares in the Concessionaire, or whether it also extends to indirect changes in shareholding (e.g., a change in the shareholding of a parent or holding company of the Concessionaire).	Prior written approval of the Concessioning Authority is required for any transfer of shareholding in the Concessionaire and/or direct or indirect change in the Management Control of the Concessionaire, as stipulated in the DCA. The applicable provisions of the DCA shall govern the

		including by way of a restructuring or amalgamation, shall only be with the prior written approval of the Concessioning Authority which consent shall not be withheld except (i) for reasons of national security; or (ii) [if the Person proposed for assuming such Management Control would by virtue of the restrictions imposed under the Applicable Law or the conditions of bidding (including restrictions to avoid anti-competitive and monopolistic practice) and/or public policy be disqualified from undertaking the Project.]	In case the prior approval requirement is applicable to indirect changes in shareholding as well, please consider adding a de minimis threshold, particularly as shareholders of the Concessionaire may include publicly traded companies. Please confirm whether, in the case of a "transfer of shareholding," the Authority's prior approval is required. Further, we note that ground (ii) disqualification under Applicable Law or public policy is enclosed in square brackets. Please confirm whether this indicates that the deletion of this ground is under consideration be withheld on both grounds: (i) national security and (ii) disqualification under Applicable Law or public policy, or whether ground (ii) is applies only to 'changes in Management Control'. In current form, the ground (ii) appears to reference to change in Management Control only.	grounds for withholding such approval. In case of a sole Applicant, Article 11.2(b) shall be omitted, as indicated in the relevant footnote.
84	RFP Clause 1.2.4, Pg.no.11	A Bidder is required to submit, along with its Bid, a bid security of Rs. 2,20,84,000 (Indian Rupees Two	We request Authority's acceptance of an "Insurance Surety Bond" duly issued by	Kindly refer to **Annexure No.4** for format of Insurance Surety Bonds.

		Crores Twenty Lakhs and Eighty Four Thousand) Only (the "Bid Security"), refundable not later than 60 (sixty) days from the Bid Due Date, ………… Bid Security in the form of demand draft, e-bank guarantee, insurance surety bond or a bank guarantee payable at Chennai and acceptable to the Authority. ……….. The Bid shall be summarily rejected if it is not accompanied by the Bid Security	IRDAI-approved insurance companies, as a valid instrument for submission of Bid Security and Performance Security for the bid for "Selection of Operator for Upgradation, Equipping, Operations, Maintenance and Transfer (UEOMT) of General Cargo Berth-1 (GCB-1) at Kamarajar Port through Public Private Partnership (PPP) Mode."	
85		TEFR	Can bidder handle Minerals cargo in bagged form (viz Flux, Calcite Powder, Soda Ash etc in jumbo bags)	Clean Cargo shall be handled in accordance with the definition provided in the RFP/DCA. The various provisions with regard to cargoes as stipulated under the Environmental Clearance shall prevail.
86		TEFR	Kindly confirm whether there will be any priority berthing for Container and RORO vessel calling terminal GCB 1	Please refer to definition of "Clean Cargo" for allowed cargoes in the terminal. Kindly refer to DCA clause 7.1(b)(ii) Preferential and Priority Berthing
87		TEFR	How many dedicated rail lines are permitted for inward and outward cargo	The details will be provided to the successful bidder/Concessionaire
88		TEFR	Request KPL to share last 5 years clean cargo data - customer and commodity wise	The traffic information already published on KPL's website and the information

Response to the queries of RFP document for Upgradation, Equipping, Operations, Maintenance and Transfer (UEOMT) of General Cargo Berth-1 (GCB-1) at Kamarajar Port Limited

				provided in the TEFR may be referred to for the purpose of the present proposal.
89		TEFR	Operational handling with HMC is considered 14,000 mt / day which needs to be relooked for capacity consideration	The handling rates considered for calculations are 6000 tonnes/day. However Bidders may carry out their own due diligence regarding commodity mix, traffic projection and operational planning.
90		TEFR	Dwell time for 5 days for steel cargo is on a optimistic side needs to be relooked for yard optimisation	The dwell times adopted in the TEFR are based on market conditions. Bidders shall undertake their own assessment of operational requirements, storage utilization and cargo dwell characteristics based on their proposed business plan and cargo profile.
91		TEFR	To handle clean cargo paved/ concrete yard is required for safety of cargo, can KPL provide the details of allotted yard for GCB 1 berth	The available drawings of Car Parking Yard-2 are enclosed as **Annexure No.1.** The as-built drawings of GCB-1, including the General Layout Plan and cross-sectional drawings of the berth and transit parking yard, have already been shared vide Corrigendum No. 2 dated 23.06.2026.

Response to the queries of RFP document for Upgradation, Equipping, Operations, Maintenance and Transfer (UEOMT) of General Cargo Berth-1 (GCB-1) at Kamarajar Port Limited

92		RFP	Can the Authority describe the condition on Yard development? Do the bidder need to consider a paved floor?	The available details of the project site, including the yard, have been provided in the bid documents. The Concessionaire shall develop the yard as required to meet the performance requirements and intended cargo handling operations in accordance with the provisions of the Draft Concession Agreement and applicable standards. The nature and extent of pavement, if required, shall form part of the Concessionaire's design and technical proposal.
93		Capital Cost	The CAPEX considered for the Project seems low, can the Authority provide revised CAPEX and Financial Analysis. As the other terminal with 16 meter draft, currently under PPP is handling Container, it will be difficult to handle modern container carrier with 12 meter draft. Is Authority planning for further dredging?	Bidders shall undertake their own technical, financial and commercial assessment, including project cost, traffic projections and operational planning, prior to submission of their Financial Bid. No revision to the TEFR is envisaged. Further, no additional dredging commitment by the Authority is envisaged.
94		General	What is the Voltage level available for Mobile harbour Crane, in case	Bidders shall perform their own assessment regarding

Response to the queries of RFP document for Upgradation, Equipping, Operations, Maintenance and Transfer (UEOMT) of General Cargo Berth-1 (GCB-1) at Kamarajar Port Limited

			the Bidder wants to put a Hybrid / electric crane and what shall be the available distance of the Power source.	power requirements, voltage levels and distance from tie-in points.
95		TEFR	The TEFR has Cargo statistics up to 2023; can the Authority share the latest traffic data.	The latest available traffic information/cargo statistics are as provided in the TEFR. No further updated cargo statistics are presently available with the Authority. Bidders may refer to the TEFR for the available traffic data for the purpose of the present proposal.
96		TEFR	It says Berth Occupancy considered is 70%; is the Monsoon surge period considered in this?	The berth occupancy of 70% has been considered as per the assumptions adopted in the TEFR. The impact of the monsoon surge period, if any, may be assessed by the bidders based on their own technical and operational evaluation.
97		TEFR	The handling rate for steel coil of 14,000 Mt per day seems high. It must be relooked into for Capacity consideration.	The handling rates considered for calculations are 6000 tonnes/day. However, Bidders may carry out their own due diligence regarding commodity mix, traffic projection and operational planning.

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98		TEFR	5 days dwell time is very optimistic for Steel coils	The dwell times adopted in the TEFR are based on market conditions. Bidders shall undertake their own assessment of operational requirements, storage utilization and cargo dwell characteristics based on their proposed business plan and cargo profile.
99			Will the bidder be allowed to put permanent structure on Berth as per the layout demand for handling Ro-Ro.	Ro-Ro cargo is not permitted to be handled at GCB-1. Further, the query regarding the provision of permanent structures on the berth is ambiguous and, therefore, the Authority is unable to offer a specific response in this regard.

Amendment No.1 dated 07.08.2026

Selection of Operator for Upgradation, Equipping, Operations, Maintenance, and Transfer of General Cargo Berth-1 (GCB-1) at Kamarajar Port through Public Private Partnership Mode for a Concession Period of 30 years.

<table>
<tr><th>Sl No.</th><th>Clause Reference</th><th>Existing Clause</th><th>Amended Clause</th></tr>
<tr><td>1.</td><td>DCA-Appendix 4 (v)(c)</td><td>Fire-fighting Requirements: In addition to the firefighting systems that will be handed over to the Concessionaire as mentioned under APPEXDIX – 19, the Concessionaire shall plan and provide for adequate required fire-fighting equipment, fire hydrants etc. at the berth, keeping in view the need for maximizing dock safety and compliance with the prescribed regulations subject to the scale as stipulated by OISD guidelines or in compliance with applicable international codes/practices. The Concessionaire may, at its own cost,..........of the Concessioning Authority required if any.</td><td>Fire-fighting Requirements: ~~In addition to the firefighting systems that will be handed over to the Concessionaire as mentioned under APPEXDIX – 19~~, The Concessionaire shall plan and provide for adequate required fire-fighting equipment, fire hydrants etc. at the berth, keeping in view the need for maximizing dock safety and compliance with the prescribed regulations subject to the scale as stipulated by OISD guidelines or in compliance with applicable international codes/practices. The Concessionaire may, at its own cost,..........of the Concessioning Authority required if any.</td></tr>
<tr><td>2.</td><td>DCA-Appendix 13</td><td><table><tr><th>Full Financial Year after fulfilling Conditions Precedent</th><th>Minimum Guaranteed Cargo for the Project (million tonnes per annum)</th></tr></table></td><td><table><tr><th>Full Financial Year after fulfilling Conditions Precedent</th><th>Minimum Guaranteed Cargo for the Project (million tonnes per annum)</th></tr></table></td></tr>
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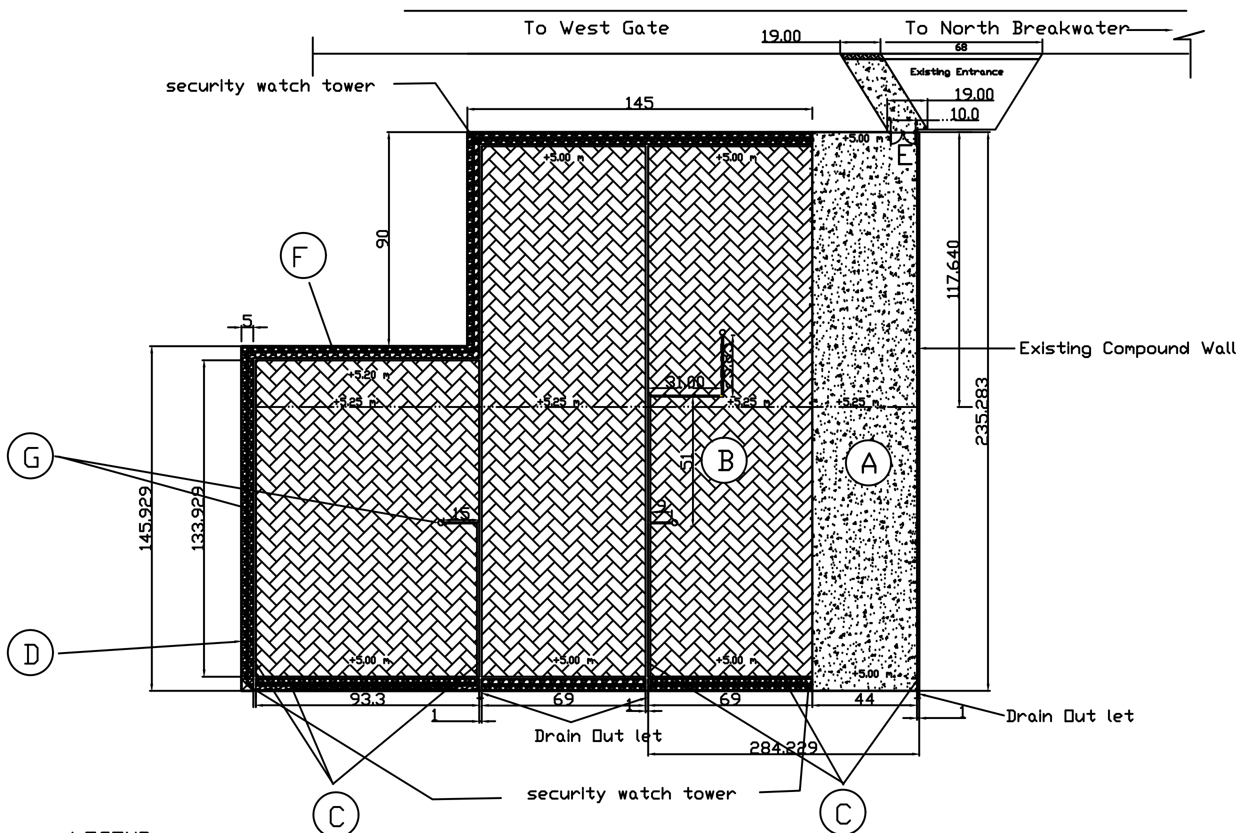
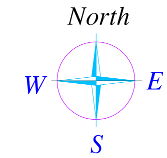
<tr><td>Year 1 (Construction Phase)</td><td>0.15</td></tr>
<tr><td>Year 2 (Construction Phase)</td><td>0.20</td></tr>
<tr><td>Year 3</td><td>0.50</td></tr>
<tr><td>Year 4</td><td>0.90</td></tr>
<tr><td>Year 5</td><td>1.20</td></tr>
<tr><td>Year 6</td><td>1.50</td></tr>
<tr><td>Year 6 – Year 30</td><td>1.80</td></tr>
</table>
</td>
<td>
<table>
<tr><td>Year 1 (Construction Phase)</td><td>0.15</td></tr>
<tr><td>Year 2 (Construction Phase)</td><td>0.20</td></tr>
<tr><td>Year 3</td><td>0.50</td></tr>
<tr><td>Year 4</td><td>0.90</td></tr>
<tr><td>Year 5</td><td>1.20</td></tr>
<tr><td>Year 6</td><td>1.50</td></tr>
<tr><td>Year 7 – Year 30</td><td>1.80</td></tr>
</table>
</td>
</tr>
<tr>
<td>3.</td>
<td>DCA-Article 17.1(b) (ii)</td>
<td>Upon termination on account of Concessionaire Default during the Construction Period, no Termination Payment shall be due and payable for and in respect of expenditure comprising the first 30% of the Total Project Cost and in the event of expenditure exceeding such 30% and forming part of Debt Due, the provisions of Clause 42.3.1 shall, to the extent applicable to Debt Due, apply in respect of the expenditure exceeding such 30%. For the avoidance of doubt and by way of illustration, the Parties agree that if the total expenditure incurred</td>
<td>Upon termination on account of Concessionaire Default during the Construction Period, no Termination Payment shall be due and payable for and in respect of expenditure comprising the first 30% of the Total Project Cost and in the event of expenditure exceeding such 30% and forming part of Debt Due, the provisions of Clause 17.1(b) (i) shall, to the extent applicable to Debt Due, apply in respect of the expenditure exceeding such 30%. For the avoidance of doubt and by way of illustration, the Parties agree that if the total expenditure incurred</td>
</tr>
</table>

Selection of Operator for Upgradation, Equipping, Operations, Maintenance, and Transfer of General Cargo Berth-1 (GCB-1) at Kamarajar Port through Public Private Partnership Mode for a Concession Period of 30 years.

		prior to termination is 90%of the Total Project Cost, the expenditure eligible for computation of Termination Payment hereunder shall be 60% of the Total Project Cost and the Termination Payment due and payable in such event shall not exceed 54% of the Total Project Cost or 90% of the Debt Due.	prior to termination is 90%of the Total Project Cost, the expenditure eligible for computation of Termination Payment hereunder shall be 60% of the Total Project Cost and the Termination Payment due and payable in such event shall not exceed 54% of the Total Project Cost or 90% of the Debt Due.

Annexure No. 1





NOTES

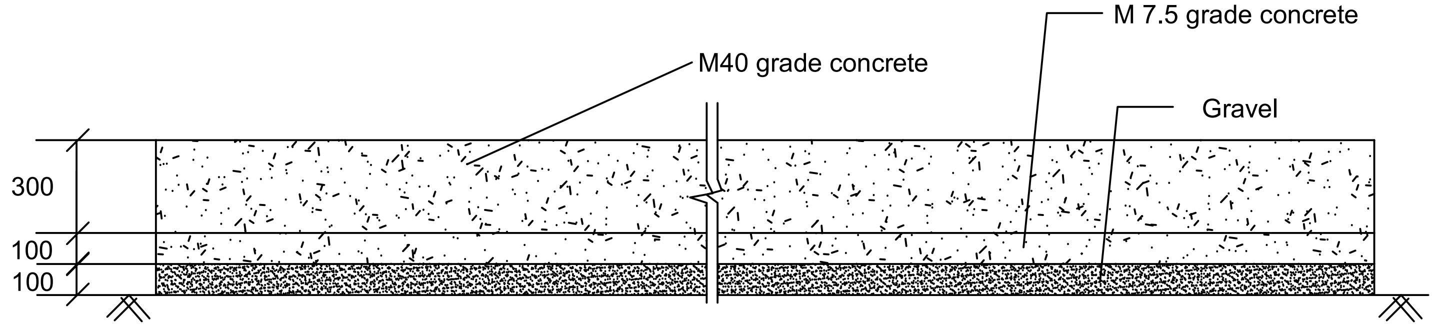
1. All dimensions are in meters
2. Yard finished level is +5.25 m / + 5.00 m
3. slope will be provided for cable chase & storm water drain

LEGEND

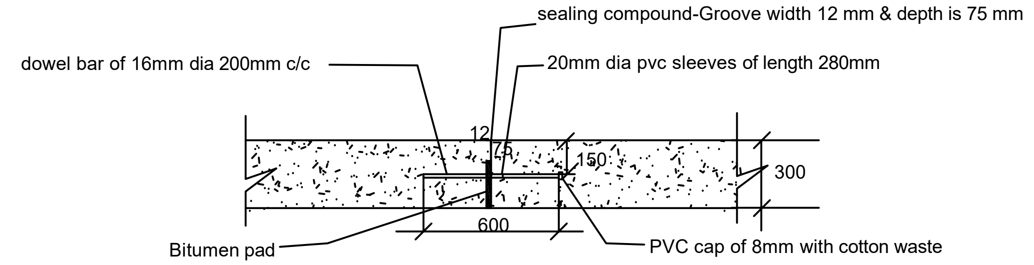
- (A)— Ridged Concrete Pavement for Heavy Trucks -300mm thk.
- (B)— Flexible Pavement for Light Vehicles -Paving Blocks, 100mm thk.
- (C)— Storm Water Drain, 1000mm wide
- (D)— Compound Wall, 2300mm height
- (E)— Entrance Gate, 5000mm wide
- (F)— Green Belt, 5000mm wide alround
- (G)— RCC Cable chase, 600mm wide

GOOD FOR CONSTRUCTION

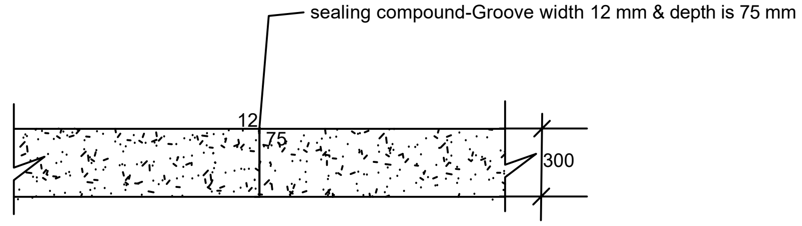
PROJECT	:	DEVELOPMENT OF ADDITIONAL CAR PARKING YARD NEARER TO WEST GATE
CLIENT	:	KAMARAJAR PORT LIMITED (A MINI RATNA-GOVERNMENT OF INDIA UNDERTAKING)
PMC	:	INFRA SUPPORT CONSULTANTS PVT. LTD
TITLE	:	SITE PLAN
DWG.NO.	:	KPL/OP/ACP/002 REV 01 SCALE:Not to scale
DRAWN BY: SIGNATURE		CHECKED & APPROVED BY SIGNATURE



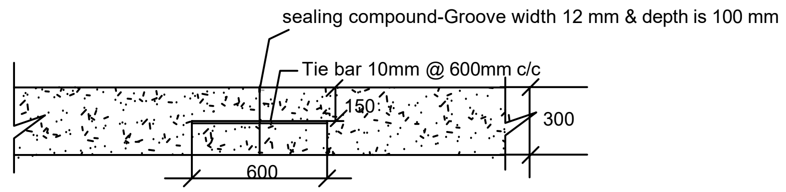
Typical cross section x-x



Typical detail of Expansion Joint



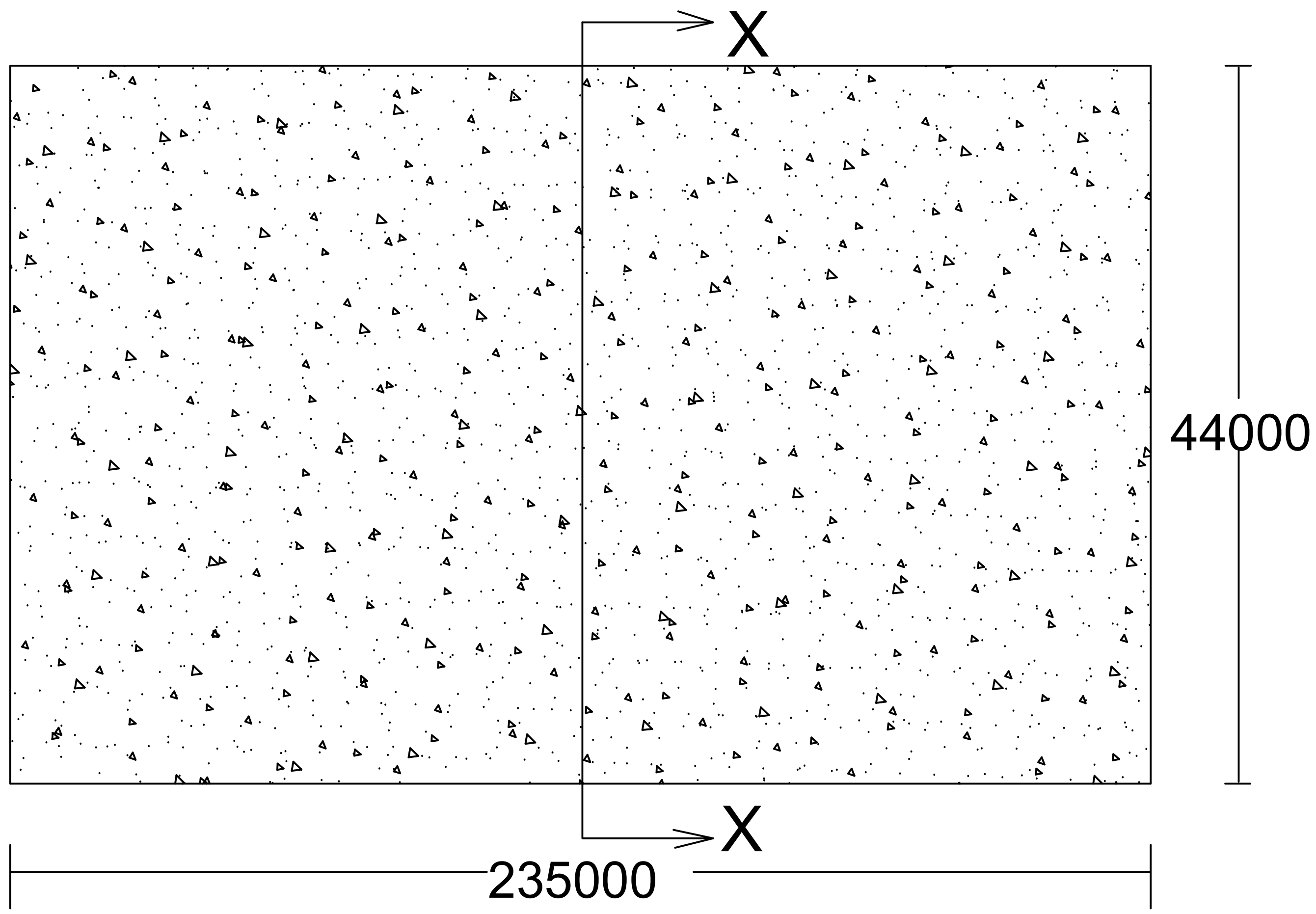
Typical detail of contraction Joint



Typical detail of Longitudinal Joint

NOTES

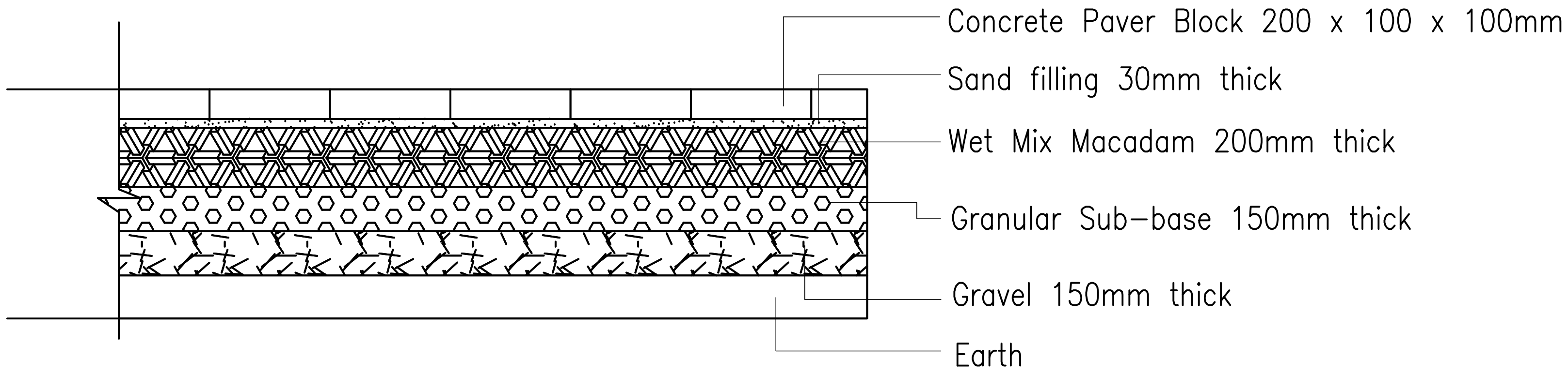
1. All Dimensions are in mm.
2. Grade of Concrete Pavement shall be M40 (Design Mix)
3. Grade of P.C.C shall be M7.5 (Design Mix) over compacted layer of gravel.
4. Reinforcement and Cement shall confirms to respective Indian Standards.
5. Reinforcement shall be of grade Fe415
6. Panel shall be of size 4m x 4.5m



Plan of Proposed Rigid Pavement

GOOD FOR CONSTRUCTION

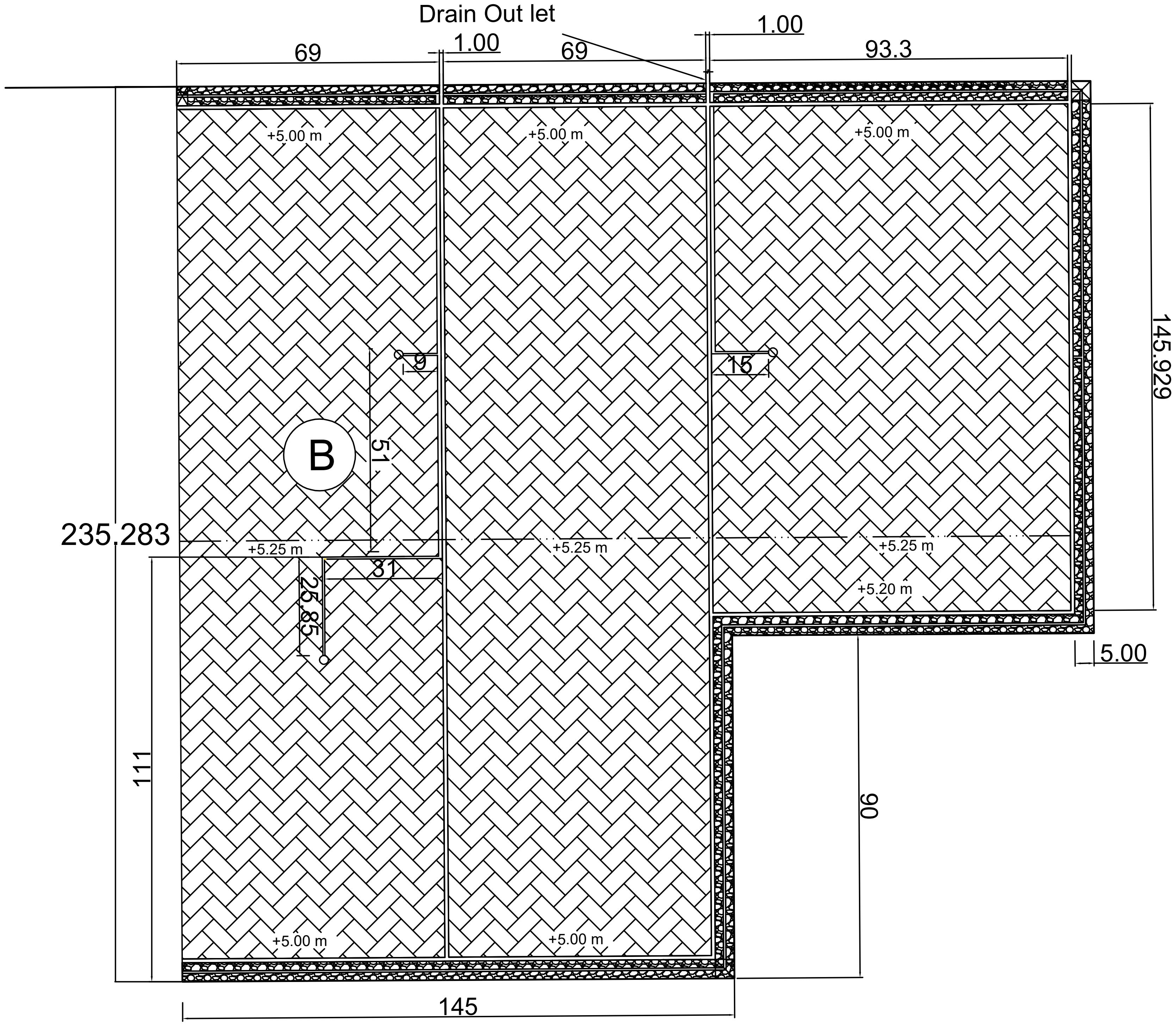
PROJECT	:	DEVELOPMENT OF ADDITIONAL CAR PARKING YARD NEARER TO WEST GATE		
CLIENT	:	KAMARAJAR PORT LIMITED (A MINI RATNA-GOVERNMENT OF INDIA UNDERTAKING)		
PMC	:	INFRA SUPPORT CONSULTANTS PVT. LTD		
TITLE	:	DETAILS OF RIGID PAVEMENT		
DWG.NO.	:	KPL/OP/ACP/003	REV 00	SCALE: Not to Scale
DRAWN BY	:		CHECKED & APPROVED BY	
SIGNATURE			SIGNATURE	



Typical Cross Section X-X

NOTES

1. All Dimensions are in m.
2. Necessary slope shall be decided at site during execution.
3. M40 mix Paver block size 200mm x 100mm x 100mm



GOOD FOR CONSTRUCTION

PROJECT	:	DEVELOPMENT OF ADDITIONAL CAR PARKING YARD NEARER TO WEST GATE
CLIENT	:	KAMARAJAR PORT LIMITED (A MINI RATNA-GOVERNMENT OF INDIA UNDERTAKING)
PMC	:	INFRA SUPPORT CONSULTANTS PVT. LTD
TITLE	:	DETAILS OF FLEXIBLE PAVEMENT
DWG.NO.	:	KPL/OP/ACP/004 REV 00 SCALE: Not to Scale
DRAWN BY	:	CHECKED & APPROVED BY
SIGNATURE		SIGNATURE

Annexure No. 2

National Technology Centre for Ports, Waterways and Coasts (NTCPWC)
Indian Institute of Technology Madras, Chennai, INDIA

Prof.S.A.Sannasiraj
Professor

NATIONAL TECHNOLOGY CENTRE FOR PORTS WATERWAYS AND COASTS
NTCPWC
SAGARMALA

IC/23-24/NTCPWC/KPL/7010 August 17, 2024

To
The General Manager (CS-BD)
Kamarajar Port Limited
No.17, Jawahar Building
Rajaji Salai, Chennai – 600 001

Dear Mr. Yatin Kishorbhai Patel,

Sub: Carrying out Feasibility/ stability study of existing GCB 1 at Kamarajar Port Limited, for handling other cargoes – Pointwise response – Forwarding of – Reg.

Ref: This office mail dated 20.06.2024 forwarding final report.

****

The feasibility study of existing GCB-1 at Kamarajar Port Limited for Handling of other cargos was carried out including strength assessment of the structure for the loading / unloading conditions, equipment requirements & ultimate dredging depth and feasibility study for back-up are for the operations of GCB-1 and related matters. The final report was submitted on 20.06.2024.

Further, based on the discussion held at KPL on 09.07.24, please find attached the point-wise response to the comments on the report. Subsequent clarifications sought by GM CS&BD to improve the capacity of the berth, the conceptual options to improve the capacity of the existing GCB-1 are submitted with three options as below.

a. 20m extension along the transverse direction with an approach
b. 12m extension and an addition of crane beam along the transverse direction with an approach
c. Reconstruction of piles and deck slab in the same foot print.

The above options may be considered to improve the capacity of the berth.

Kindly acknowledge the receipt.

Thanking you.

Yours sincerely,

Prof. S.A.Sannasiraj

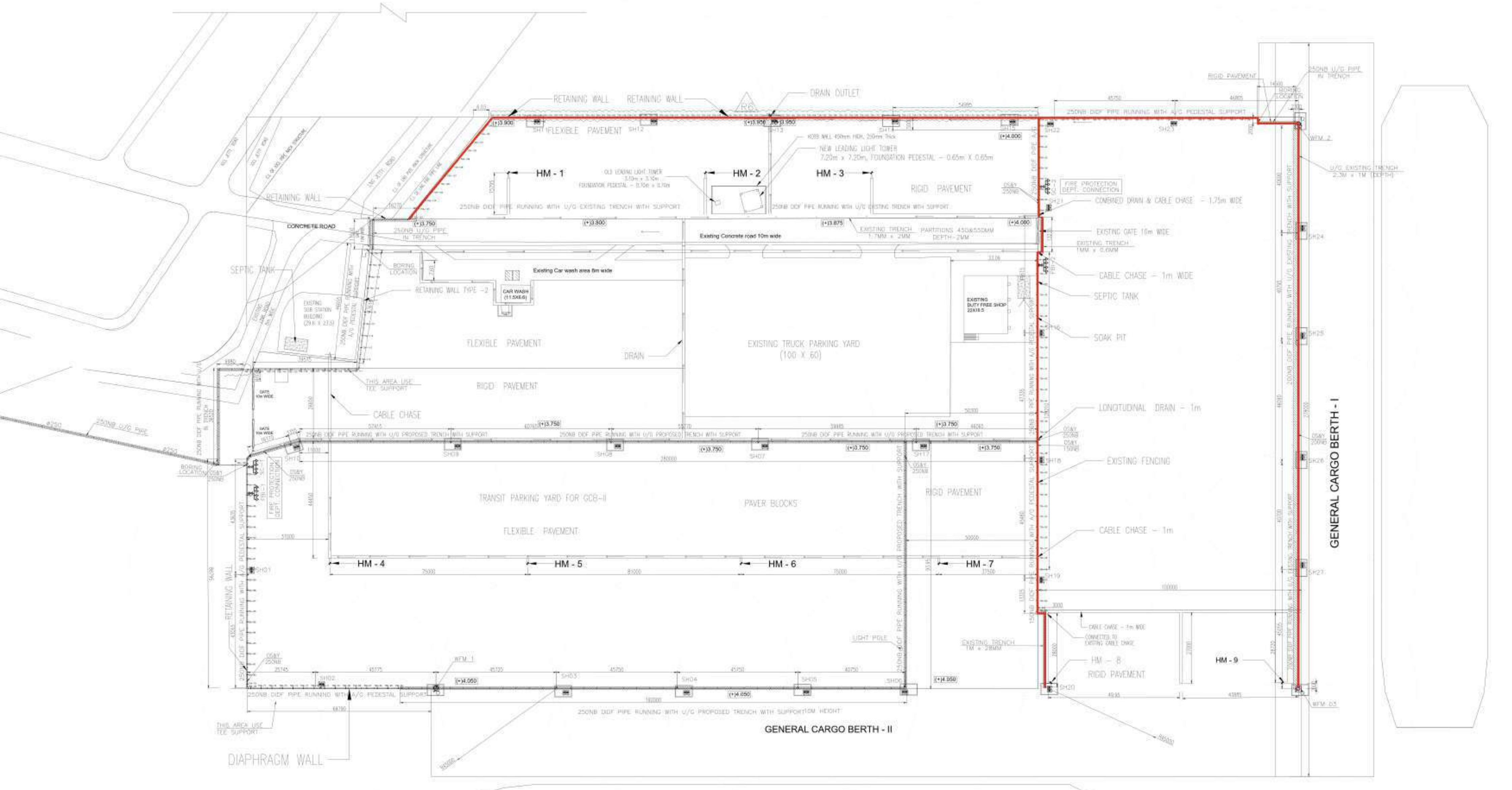
Tel : +91- 44-22574817; Mobile : +91-94440 32005
E-mail: sasraj@iitm.ac.in; Web: www.ntcpwc.iitm.ac.in

Feasibility study of Existing GCB-1 at Kamarajar port for handling of other cargos including strength assessment of the structure

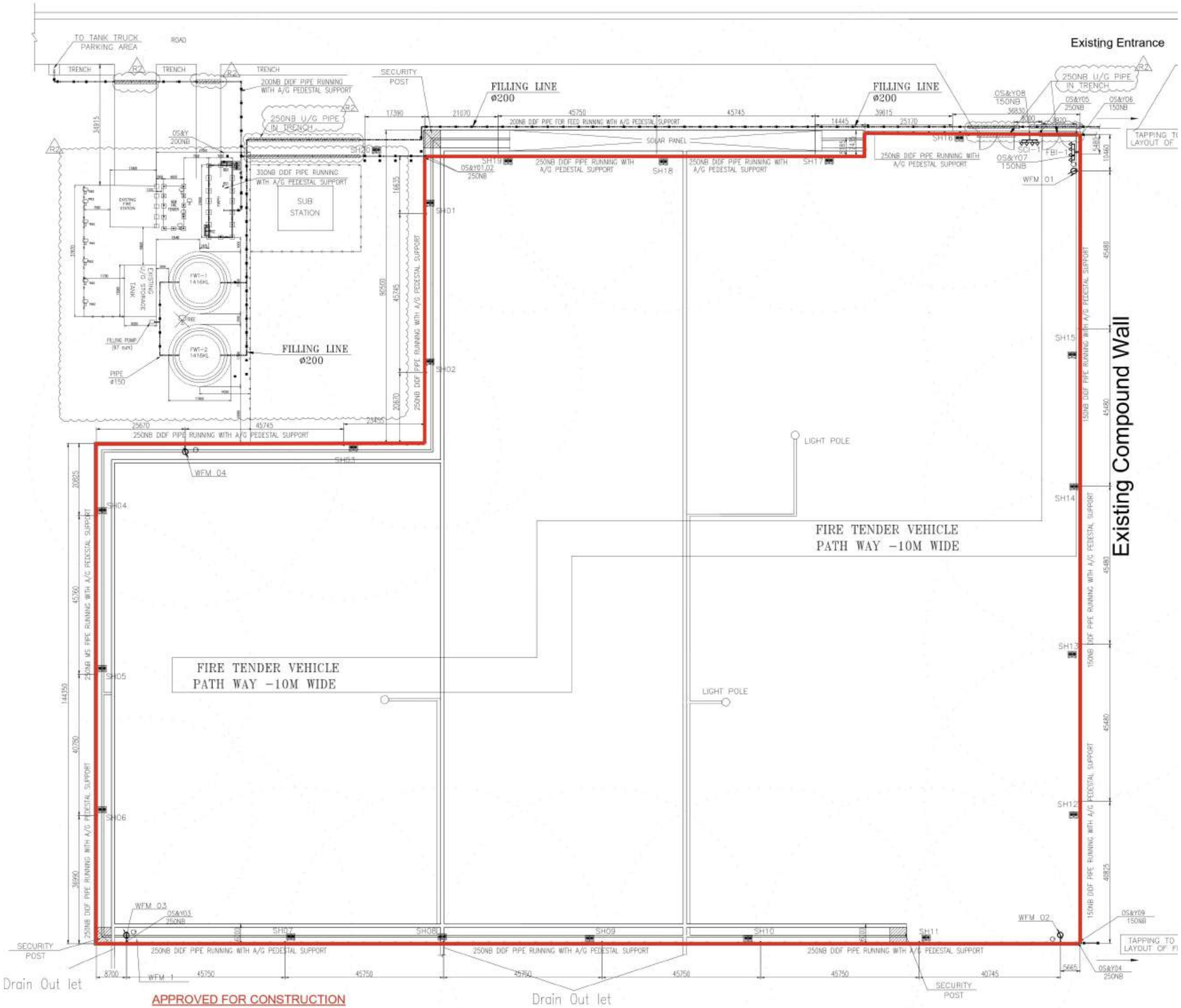
Pointwise Response

SL No.	KPL Questions	NTCPWC Response
1	Strength Study of Structure Analysis	A detailed structural analysis has been carried out and in the final report. The salient aspects of the study are given below. In the absence of the geotechnical investigation data, DBR and detailed design document, the capacity assessments of the existing GCB-1was carried out as per the prevailing norms and based on the following assumptions: 1. The bore log details taken in an adjoining locations was considered. 2. The details of the existing structure including the piles and superstructure are taken from the "As built" drawings shared by KPL. Based on the analysis it was concluded that the GCB-1 berth can be deepened upto a maximum of -13.50m CD and vessel upto 50,000 DWT General cargo vessels can be handled. The live load on deck structure shall not exceed 3t/m² and the berth is capable of withstanding IRC Class B loading only. However, Harbour Mobile Crane with maximum distributed load with pad of 3t/ m² can be operated. The impact test carried out on the structure has also given satisfactory results. From the available documents, the berth is considered to be safe for the above mentioned conditions.
2	Capacity of the equipment/machinery	Harbour mobile crane with pad having distributed load on 3t/m² can be operated.
3	Cargo can be Handled	1. Already the berth was handling car carriers and the same can be continued to be handled. 2. All general cargo vessels, both break bulk and dry bulk, of maximum capacity of 50,000DWT and draft not exceeding -12.25m can be handled. 3. Since it is understood that a separate study was already carried out for handling Liquid bulk, the same thing was not repeated and the study report may also taken cognisance. 4. A distributed load of 3t/ m² cannot be exceeded on the berth.
4	Backup space	Already 84,437 m² of the backup area has been earmarked for GCB-1 by KPL Depending upon the type of cargo this area can be redefined as per TAMP guidelines.

Annexure No. 3



GENERAL CARGO BERTH I & II



APPROVED FOR CONSTRUCTION

AFC Dwg No: KPL/ITC/FF/MECH/F.HYD/ACPY/SEG-3/01
Approved Date: 22-10-2025

ADDITIONAL CAR PARKING AREA

APPENDIX X
Insurance Surety Bond for Bid Security

S.B No. Dated:

1. In consideration of you, *****************, having its office at ********************(hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a Company registered under Companies Act, 1956/2013) and having its registered office at ……………….(and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Upgradation, Operation and Maintenance of the ******************** through Public Private Partnership on Upgradation, Equipping, Operations, Maintenance and Transfer (UEOMT) basis. (hereinafter referred to as "the Project") pursuant to RFP Document dated ___________issued in respect of the Project and other related documents including without limitation the draft Concession Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at……………….(hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.2.4 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ***************Crore (Rupees ************ Only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse,

contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. ....Only. (Rupees……………. Only).

4. This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or

the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder Appendix X shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Surety Insurer at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, Appendix X be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Insurer during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and

discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs.*********** Crore (Rupees ******************only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Bond in accordance with paragraph 9 hereof, on or before *****************(indicate date falling 180 days after the Bid Due Date).

14. This Surety Bond shall also be operatable at our ________________branch at ***City, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder Appendix X claimed, the said branch shall accept such invitation letter and make payment of amounts so demanded under the said invocation.

Signed and Delivered by…………………

By the hand of Mr./Ms,

Its…………and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)