

DEENDAYAL PORT AUTHORITY

Land Section, Tender Ref. No.: LS-06/2026

"TENDER NO. LS-06-2026 – “Pre-bid queries and request for clarifications in respect of tender no. Ls-06/2026 E-tender cum E-auction for allotment of plot admeasuring 50,000 sq. Mtrs. For the purpose of "Development of Green Methanol and other alternative marine fuels bunkering ecosystem at Deendayal Port Authority including construction, deployment and operation of green methanol carrier/bunker barge and associated ship building, repair infrastructure & allied activities for a period of 30 years on 'as is where is basis'.

PRE-BID QUERIES - Dated 18-05-2026

Sr No.	PART/VOL.	Page No.	Clause No.	Clause	BIDDER's Query	DPA'S Response / Clarification
					<p>Clause: "The successful bidder can remit one-time payment amounting to 210.43.28,300/ or equivalent annual amount of ₹1,06,60,766/- at the beginning of each year for the entire period of 30 years towards cost of reclamation."</p>	
					<p>1. It is respectfully submitted that the prevailing reserve land rate of 322.69 per Sq. Mtr. per annum is already amongst the highest waterfront industrial lease rates presently prevailing across Indian Major Ports for comparable marine infrastructure, shipbuilding and bunkering activities.</p>	The rate is as per the provisions of the Land Policy Guidelines for Land Management, 2015.
					<p>2. During the course of site inspection/visit, it was observed that out of the total land area admeasuring 50,000 Sq. Mtrs., only approximately 7500-8000 Sq. Mtrs. appears to have been reclaimed by Deendayal Port Authority. Clarification may kindly be provided regarding the exact extent of reclamation already undertaken by DPA together with the corresponding basis of cost computation.</p>	<p>The reserve price has been determined strictly considering the factor of undeveloped land. Therefore, a thorough physical survey of the site has been carried out by DPA officials, and it has been found that the reclamation cost of the subject land has been assessed, which came to Rs. 2,61,36,000/-. The assessment was duly recommended by the Land Allotment Committee (LAC) and approved by the Chairman. Accordingly, the EMD has been revised and fixed at Rs. 42,27,050/-.</p>
					<p>3. It is further submitted that the subject land parcel has historically undergone substantial marine and industrial development activities, including development and usage of graving yard facilities and associated marine support infrastructure by existing Port users. In such circumstances, imposition of the entire reclamation cost burden upon the successful bidder may not appear equitable, proportionate or commercially justifiable.</p>	
					<p>4. The proposed project is intrinsically linked with India's transition towards Green Maritime Fuels and sustainable shipping infrastructure and ought to be evaluated as a strategic national decarbonisation initiative rather than a conventional commercial land monetisation exercise.</p>	
					<p>5. Imposition of an additional reclamation liability of such substantial magnitude may materially impair project bankability, financial viability, investor participation and timely implementation of the proposed Green Methanol ecosystem, particularly considering the significant capital expenditure already required towards development of bunkering infrastructure, green fuel handling systems, barges, storage facilities and allied marine assets.</p>	
					<p>In view of the foregoing, it is respectfully requested that the reclamation cost burden stipulated under Clause 3.6 may kindly be reconsidered and withdrawn in the interest of ensuring wider bidder participation, commercial viability and successful implementation of the strategic) Green Maritime Fuel Ecosystem envisaged under the tender.</p>	
					<p>(a) it is observed that, for allocation of land by DPA, this appears to be the first instance wherein substantial reclamation charges are being separately levied upon the successful bidder, thereby imposing a significant additional financial burden on the project. Such an additional cost materially affects the commercial viability of the project, particularly for a start-up infrastructure developer undertaking investment in an emerging green maritime sector.</p>	

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1					In this regard, it is requested to kindly clarify whether DPA has levied separate reclamation charges in any earlier land allotments/projects.	Yes
					(b) Kindly clarify the detailed basis, methodology, and policy framework adopted for fixation of the Reserve Price of Rs.322.69 per sq.mtr under Tender No. LS-06/2026.	The rate is as per the provisions of the Land Policy Guidelines for Land Management, 2015.
					Further, kindly specify the relevant provisions under the prevailing PGLM Guidelines / Major Port Authorities framework authorizing separate recovery of reclamation tharges in addition to the Reserve Price/lease premium.	Clarification mentioned in Sr. No. 1 above.
					(c) Kindly clarify the specific policy provisions under PGLM 2014/2015 or the Major Port Authorities Act framework which authorize separate recovery of reclamation cost over and above lease premium/rent, particularly when the Reserve Price itself appears to represent developed reclaimed land with infrastructure.	
					The above points at (a) to (c) appear to be inconsistent with Clause No. 22 of the Draft Lease Agreement circulated along with the tender, which states as under:	
					The rights of the parties herein would be governed by Land Policy Guidelines and its clarifications, as may be prescribed by the Ministry of Shipping, Government of India, from time to time	
					Query 1.DPA may kindly clarify the policy basis under PGLM 2015 (or any subsequent MoPSW circular) under which a separate one-time reclamation cost of Rs. 10,43,28,300/- is recoverable from the lessee in addition to the Soft-based Annual Lease Rent of Rs. 322.69/Sq.Mtr year, when the said Reserve Price has been determined under the PGL M 2015 Clause 13(a) 13(b) framework on the developed/reclaimed condition of the plot.	
					Query 2.DPA may kindly confirm that the Reserve Price of Rs. 322.69/Sq.Mtr/year is the SoR rate notified by DPA vide Board Resolution No. 136 dated 07.02.2025 (Gazette notification dated 17.03.2025) and that the said rate has been derived in accordance with the 6%-of-FMV methodology under PGLM 2015 Clause 13(b), as also reflected in TAMP Order dated 28.12.2020 in Case No. TAMP/15/2020-DPT.	
					Query 3.In view of the foregoing. DPA may kindly consider, by way of corrigendum, the withdrawal of the separate recovery under Clauses 3.6, 4.17, 4.23 and Annexure-D of the Tender Documents, or in the alternative, the reclassification of the said cost as a capital contribution by DPA recoverable through a transparent, segregated component embedded in the Annual Lease Rent, consistent with the sectoral policy direction reflected in the Paradip and V.O. Chidambaranar precedents.	
					Query 4 DPA may kindly furnish, prior to the bid submission deadline, the cost build-up underlying the figure of Rs. 10,43,28,300/-, including the date(s) on which such reclamation expenditure was incurred, the audited reference and the basis on which it has been determined that this historical cost stands outside the FMV captured in the SoR	

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Sr No.	PART/ VOL.	Page No.	Clause No.	Clause	BIDDER's Query	DPA'S Response / Clarification
2		Page No. 29,	Clause No. 4.31)		1. As per Clause 4.31 of the Tender Document, Deendayal Port Authority reserves the right, in case of leases granted within Port limits, to determine the lease prior to expiry of the lease tenure in the event the demised premises are required for the Port Authority's own purpose or for Government purposes, upon issuance of three (03) months' notice to the lessee.	In the event that the successful bidder remits a one-time payment of ₹ 2,61,36,000/-, the proportionate unamortised portion of such payment, corresponding to the unexpired lease period, shall be refundable or adjustable without any interest.
					2. Further, the tender conditions provide that in the event of:	
					• premature determination of lease; or	
					• voluntary surrender of possession by the successful bidder before completion of lease period upon six (06) months' notice; or	
					• expiry/completion of the lease tenure,	
					The Security Deposit shall be refundable without interest, subject to fulfilment of the purpose for which the Security Deposit was obtained, adjustment of outstanding dues, and peaceful/vacant handover of the demised premises by the successful bidder.	
					3. However, the Tender Document appears silent regarding treatment, adjustment, refundability and compensation, if any, in respect of the substantial reclamation cost proposed to be recovered under Clause 3.6. particularly in situations involving:	
					• premature determination/termination of lease by the Port Authority;	
					• surrender of land by the allottee prior to expiry of lease tenure; or	
					• non-utilisation of the full lease tenure for reasons beyond the control of the successful bidder.	
4. Considering the exceptionally high financial implications associated with the reclamation component, absence of clarity on the aforesaid aspect creates substantial commercial and financial uncertainty for prospective bidders and project financiers. Accordingly, it is respectfully requested that the Authority may kindly clarify:						
a. Whether the reclamation cost or proportionate unamortised portion thereof shall be refundable/adjustable in the event of premature termination or surrender of lease;						
b. The mechanism and methodology proposed for such adjustment/refund, if any; and						
c. Whether any compensation, set-off or equitable relief shall be available to the successful bidder in case the lease is determined prematurely by DPA for its own requirement or Government purposes.						
					III. Clause 1.28- Eligibility Criteria, Point No. 17(A)	
					The referred clause stipulates as under:	

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3			1.28		"The Successful Bidder shall design, finance, construct and commission/deploy minimum one Green Methanol Bunker Tanker (other than fossil fuel) for operation within 24 months from the date of allotment. The said tanker shall be exclusively dedicated for bunkering operations within the waters of Deendayal Port Authority (DPA) for the entire Lease Period."	
					<p>In this regard, we respectfully request Deendayal Port Authority (DPA) to kindly permit the Successful Bidder to undertake retrofitting, modification, conversion, and allied engineering works for an existing bunker barge/vessel into a Green Methanol Bunker Tanker at the project land/plot allotted by DPA under the subject tender.</p> <p>Allowing such retrofitting and conversion activities within the allotted premises would substantially reduce the overall mobilization and commissioning timeline from the presently stipulated 24 months to approximately 12 months. This would enable faster deployment and operational availability of the Green Methanol Bunker Tanker for dedicated bunkering operations within DPA waters.</p> <p>Further, such an approach would align with the Government of India's progressive Green Shipping and Green Methanol initiatives being actively promoted under the leadership of the Hon'ble Prime Minister of India, aimed at accelerating decarbonization, adoption of alternative marine fuels, and development of sustainable maritime infrastructure in India.</p> <p>The proposed relaxation/clarification would also support:</p> <ul style="list-style-type: none"> • Early commencement of green fuel bunkering operations at DPA; • Reduction in project implementation timelines and associated costs; • Promotion of indigenous green maritime infrastructure and sustainable shipping practices; and • Achievement of national objectives towards carbon reduction and cleaner marine fuel adoption. <p>Accordingly, we request DPA to kindly clarify and confirm that retrofitting/conversion of an existing barge into a Green Methanol Bunker Tanker at the allotted project site shall be permissible and deemed compliant with the requirements of Clause 1.28, Point No. 17(A).</p>	Retrofitting, modification, conversion, and allied engineering works for transforming an existing bunker barge or vessel into a Green Methanol Bunker Tanker shall be permitted at the project land/plot allotted by DPA under the subject tender, subject to compliance with applicable statutory approvals, classification requirements, DG Shipping regulations, and approval of DPA.
					IV. EARNEST MONEY DEPOSIT (EMD) AMOUNTING TO ₹1,20,46,280/-	

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4		Page NO. 4	NIT		1. As per the extant Land Policy Guidelines, 2015 issued by the Ministry of Shipping, Government of India, the Earnest Money Deposit is ordinarily required to be fixed at 10% of the latest Schedule of Rates (SOR) applicable to the land proposed to be allotted and, where applicable, 10% of the value of structures existing thereon, generally in the form of Bank Guarantee.	Tender conditions hold good. The revised EMD has been fixed as per Land Policy Guidelines for Land Management, 2015.
					2. It is respectfully submitted that the subject plot admeasuring 50,000 Sq Mtrs. proposed to be allotted under the present E-Tender/E-Auction is a vacant parcel of land and no permanent structures appear to exist upon the said land. Accordingly, considering 10% of the prevailing SOR valuation, the EMD amount approximately works out to 16,13,450/-only.	
					3. However, under the present tender conditions, the EMD has been prescribed ₹1,20,46,280/-, disproportionate and significantly higher than the indicative amount which appears substantially contemplated under the applicable Land Policy framework.	
					4. Such exceptionally high EMD requirement may inadvertently restrict wider participation by technically competent and financially sound bidders engaged in emerging Green Maritime Fuel and Alternative Energy infrastructure sectors, thereby adversely impacting competitive participation and the larger objectives sought to be achieved through the tender process.	
					In view of the above, it is respectfully requested that the basis, methodology and justification adopted for fixation of the aforesaid EMD amount may kindly be clarified. It is further requested that the Competent Authority may consider rationalisation/reduction of the EMD amount in accordance with the applicable Land Policy Guidelines and principles of proportionality.	
5					2. NAME OF WORK Caption of Tender "Development of Green Methanol and Other Alternative Marine Fuels Bunkering Ecosystem at DPA	At present, no separate financial incentive or capital support is envisaged under this tender. However, the successful bidder may independently avail themselves of benefits or incentives under applicable government schemes, subject to eligibility and approval by the concerned authorities.
					Considering that the proposed Green Methanol Bunkering Facility directly supports the Government of India's initiatives such as Green Shipping, Maritime India Vision 2030, National Green Hydrogen Mission, and Harit Sagar initiatives, it is requested that DPA may consider treating the project as a strategic green maritime infrastructure initiative.	
					Accordingly, DPA is requested to consider extending suitable concessions/supportive recommendations, including:	
					Facilitative policy support, and incentives/support mechanisms for first movers in this emerging green maritime sector.	

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					Further, considering the precedent wherein Paradip Port Authority was reportedly granted approval by the Ministry of Ports, Shipping & Waterways (MoPSW) on 25th February 2026 for extending 20% capital support amounting to approximately Rs.159.43 Crore for a Green Hydrogen Jetty Project, it is requested to kindly clarify whether Deendayal Port Authority may also consider extending analogous financial/capital support incentives for the proposed Banna Basti Green Methanol Bunkering Project.	
6		Page No. 13	17(B)		3. Point No. 17(B), Page No. 13 of the Tender Document	The Port shall allow the deployment, replacement, or redeployment of equipment of equivalent or higher capacity and functionality, subject to the equipment being in the same or better condition than the equipment originally deployed.
					Tender Clause: "The Bidder shall ensure that the aforesaid vessel remains operational and deployed at DPA and shall not withdraw, redeploy, or otherwise utilize the vessel for any purpose outside DPA. without prior approval of D.P.A	
					In this regard, we request the following clarifications from the Authority:	
					1. Under prevailing classification society norms and industry standards (DNV, IRS, Lloyd's Register, ABS, etc.), the typical economic and technical life of an IMO Type-II methanol-capable chemical/bunker tanker is generally 20-25 years. Therefore, the proposed 30-year exclusive deployment obligation, without provision for vessel replacement/substitution, may impact project financing and lender comfort.	
					2. Kindly clarify whether DPA presently has, or proposes to develop, the necessary shore-side infrastructure and associated facilities for methanol bunkering operations, including but not limited to	
					Storage tanks, Loading/unloading facilities, Pipeline connectivity/arrangements, Berthing and transfer infrastructure, and Any other associated handling or safety systems.	
	Further, bidders may kindly be informed regarding the scope of responsibilities between DPA and the successful bidder concerning the development, operation, and maintenance of such infrastructure	The bidder shall assess the infrastructure requirements for the proposed project. Development of project-specific facilities is within the scope of the successful bidder, and DPA will not take any responsibility in this regard.				

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Sr No.	PART/VOL.	Page No.	Clause No.	Clause	BIDDER's Query	DPA'S Response / Clarification
7					Query 5.DPA may kindly consider permitting the dedicated tanker obligation to be discharged through any combination of (a) Indian-flagged, IRS-classed I essee-owned tanker(s), (b) harchout or time-chartered tanker(s) on Indian flag, and (c) shore-to-ship pipeline transfer, so long as the agreed Minimum Bunkering Capacity at Kandla is met. This is consistent with the established practice at Rotterdam, Antwerp-Bruges and Singapore.	The tender conditions shall hold good.
8					Query 6. In view of present global yard lead-times of 30 to 36 months for IMO Type-II newbuilds. DPA may kindly consider extending the deployment milestone from 24 months to 36 months from the date of allotment.	The other terms and conditions of the tender shall remain unchanged and continue to be applicable. However, the Chairperson, Deendayal Port Authority, may, at his discretion and for special reasons to be recorded in writing, grant an extension of time for completion of the project upon receipt of a written request from the allottee, provided that the delay in completion is attributable to reasons beyond the control of the lessee.
9					Query 7.DPA may kindly confirm that, in the event of termination of the lease for any reason not attributable to default of the lessee (including change in law, change in MoPSW policy, or revocation of Green Hydrogen Hub designation), a termination payment shall be payable to compensate the unamortised capital cost of the dedicated tanker and the shore-side bunkering infrastructure	The same has been dealt with in accordance with the provisions of the Policy Guidelines for Land Management and the terms and conditions of the tender.
10					Query 8.DPA may kindly confirm that maintenance dredging in front of the allotted waterfront, sufficient to accommodate a fully laden Green Methanol bunker tanker/barge, will be undertaken and maintained by DPA as part of its normal port operations,	The land shall be allotted on an 'as is where is' basis. The development of project-specific facilities shall generally be the responsibility of the successful bidder."
11					Query 9.DPA may kindly confirm that wayleave permission for laying of the pipeline from the Y-Junction to the terminal (Clause referred at Lease Deed para 9(g)) shall be granted as a matter of right at no additional charge, and that the alignment shall form part of the Lease Deed.	This condition is not applicable to the present tender, as the same has been struck out from the tender document."
12					Query 10 DPA may kindly extend coordinated facilitation in respect of statutory approvals from DG Shipping, PESO (CCOL Nagpur), GPCB, MoEF& CC. the CRZ authority, and Customs, particularly given Banna Basti's status as a recognised location under MNRE's Green Hydrogen Hub framework (Component B2 guidelines dated 27.06.2025)	The tender conditions no. 4.26 & 10 (d) of the draft lease deed shall hold good.

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13					Query 11.DPA may kindly furnish a no-objection facilitation letter enabling the successful bidder to avail benefits under the National Green Hydrogen Mission (SIGHT), the Shipbuilding Financial Assistance Policy (SBFAP) of the Union Budget 2025-26, the Rs. 25,000 crore Maritime Development Fund, and the Harit Sagar Guidelines. where applicable.	The successful bidder may independently avail benefits/incentives under applicable Government schemes, subject to eligibility and approval by the concerned authorities. DPA shall not be responsible for any financial assistance not granted by the concerned authorities.
14					Query 12. In view of the substantial statutory clearance and infrastructure development timelines applicable to Green Methanol projects, and consistent with established practice in Major Port concessions, DPA may kindly consider deferring the commencement of the 2% annual lease rent escalation from 01.01.2027 to 01.01. of the year immediately following the Commercial Operation Date (COD).	The lease deed condition No. 10(a) shall hold good.
15					Query 13. Recognising that the project is being structured on a project-finance basis, DPA may kindly, consider incorporating into the Lease Deed a Lender Step-in / Substitution provision consistent with the structure of the Substitution Agreement at Appendix 3 of the MoPSW Model Concession Agreement 2021. to enable institutional debt funding by NaRFID, MDF, IREDA, IFCL and similar lenders.	The tender conditions shall hold good. The draft Lease Deed forms part of the tender document and no provision for lender step-in/substitution is presently envisaged. Bidders may arrange financing based on the tender conditions and lease terms as provided. No modification to the Draft Lease Deed is accepted.
16					Query 14 DPA may kindly clarify the interface arrangements between the LS-06/2026 plot and any existing port-side or adjacent facilities (including the bio-methanol bunkering arrangement of 08.02.2025 between DPA and BSJP1), so that bids are submitted on a clear and equal basis without ambiguity as to physical demarcation, access and operational continuity.	The tender conditions shall hold good.
17					Query 15 DPA may kindly furnish, before the bid submission deadline, available soil investigation reports, liquefaction studies and any environmental compliance records pertaining to the Banna Basti parcel, to enable bidders to undertake responsible due diligence consistent with the "as is where is" allotment basis.	The bidder shall assess the infrastructure requirements for the proposed project. Development of project-specific facilities are within the scope of the bidder. However, the Port shall provide the bidder access to all available relevant data.