

வ.உ.சிதம்பரனார் துறைமுக ஆணையம் वी.ओ. चिदम्बरनारपत्तनप्राधिकरण V.O.CHIDAMBARANAR PORT AUTHORITY पत्तन, पोतपरिवहनऔरजलमार्गमंत्रालय CIVIL ENGINEERING DEPARTMENT MINISTRY OF PORTS, SHIPPING AND WATERWAYSभारतसरकार GOVERNMENT OF INDIA ADMINISTRATIVE OFFICE, HARBOUR ESTATE, TUTICORIN 628 004, TAMIL NADU



No. CIV-OFCPD-PRJ-DEVEL-V1-21(50298)/D.560

Date: 26.02.2025

CORRIGENDUM - 8

Name of Work: "Development of Outer Harbour Container Terminal Project including Dredging and Construction of Breakwater at VOC Port on DBFOT Basis"

Ref: NIT No: No. CIV-OFCPD-PRJ-DEVEL-V1-21(50298)/D.3328 Dt: 03.12.2024

| SI.No | Reference | Existing clause | To be read as |
|-------|---------------|------------------------------|----------------------------------|
| 1. | Clause 4.2 of | The Parties expressly agree | The Parties expressly agree |
| | DCA - Deemed | that upon release of the | that upon release of the |
| | Performance | Performance Security 6 (six) | Performance Security 6 (six) |
| | Security | months from the Project | months from the Project COD, |
| | | COD, a substitute | a substitute Performance |
| | | Performance Security for an | Security for an amount of Rs. |
| | | amount of Rs. 352.80 Crores | 352.80 Crores (Rupees Three |
| | | (Rupees Three Hundred and | Hundred and Fifty Two Crores |
| | | Fifty Two Crores and Eighty | and Eighty Lakhs only) shall |
| | | Lakhs only) shall be deemed | be deemed to be created as if |
| | | to be created as if it is a | it is a Performance Security |
| | | Performance Security for and | for and in respect of the entire |
| | | in respect of the entire | Concession Period (the |
| | | Concession Period (the | "Deemed Performance |
| | | "Deemed Performance | Security"). The Deemed |
| | | Security"). The Deemed | Performance Security shall be |
| | | Performance Security shall | unconditional and irrevocable, |
| | | be unconditional and | and shall, notwithstanding |
| | | irrevocable, and shall, | anything to the contrary |
| | | notwithstanding anything to | contained in Clause 9.5, |
| | | the contrary contained in | constitute the first and |

| SI.No Reference | Existing clause | To be read as |
|-----------------|----------------------------------|----------------------------------|
| | Clause 9.5, constitute the first | exclusive charge on an |
| | and exclusive charge on an | equivalent balance in the |
| | equivalent balance in the | Escrow Account and on all |
| | Escrow Account and on all | amounts due and payable by |
| | amounts due and payable by | the Concessionaire to the |
| | the Concessionaire to the | Concessioning Authority, and |
| | Concessioning Authority, and | the Concessioning Authority |
| | the Concessioning Authority | shall be entitled to enforce the |
| | shall be entitled to enforce | Deemed Performance |
| | the Deemed Performance | Security through a withdrawal |
| | Security through a withdrawal | from the Escrow Account or |
| | from the Escrow Account or | by making a deduction from |
| | by making a deduction from | the amounts due and payable |
| | the amounts due and payable | to it by the Concessionaire in |
| | to it by the Concessionaire in | accordance with the |
| | accordance with the | provisions of Clause 4.3. For |
| | provisions of Clause 4.3. For | the avoidance of doubt, the |
| | the avoidance of doubt, the | Parties agree that no amounts |
| | Parties agree that no | shall be earmarked, frozen or |
| | amounts shall be earmarked, | withheld in the Escrow |
| | frozen or withheld in the | Account for securing payment |
| | Escrow Account for securing | of any potential damages that |
| | payment of any potential | may fall due at a subsequent |
| | damages that may fall due at | date, and only the amounts |
| | a subsequent date, and only | which shall have become due |
| | the amounts which shall have | and payable by the |
| | become due and payable by | Concessionaire upon |
| | the Concessionaire upon | occurrence of a |
| | occurrence of a | Concessionaire Default shall |
| | Concessionaire Default shall | be liable to appropriation |
| | be liable to appropriation | hereunder. |
| | hereunder. | Further, Bank Guarantee |
| | | (BG) of equivalent amount |
| | | towards Deemed |
| | | Performance Security may |

| SI.No | Reference | Existing clause | To be read as |
|-------|-----------|-----------------|-------------------------------|
| | | | also be submitted for a |
| | | | period of 5 years initially & |
| | | | undertaking to continue this |
| | | | BG during the entire |
| | | | concession period by either |
| | | | extending it or issuing new |
| | | | BG 30 days prior to expiry |
| | | | of BG. |

The above changes are applicable to all corresponding clauses of the document wherever incorporated.

The amendment will form part of the Tender document to be signed in all pages by the Tenderers and to be enclosed along with the Tender documents –Bid - I (RFQ).

Sd/-CHIEF ENGINEER