

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