



IMS - ISO 9001:2015,  
ISO 14001:2015,  
ISO 45001:2018 &  
ISPS COMPLIANT PORT

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**CIVIL ENGINEERING DEPARTMENT**  
**MINISTRY OF PORTS, SHIPPING AND**  
**WATERWAYS** भारतसरकार **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

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

Sl.No	Reference	Existing clause	To be read as
		<p>Clause 9.5, constitute the first and exclusive charge on an equivalent balance in the Escrow Account and on all amounts due and payable by the Concessionaire to the Concessioneing Authority, and the Concessioneing Authority shall be entitled to enforce the Deemed Performance Security through a withdrawal from the Escrow Account or by making a deduction from the amounts due and payable to it by the Concessionaire in accordance with the provisions of Clause 4.3. 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.</p>	<p>exclusive charge on an equivalent balance in the Escrow Account and on all amounts due and payable by the Concessionaire to the Concessioneing Authority, and the Concessioneing Authority shall be entitled to enforce the Deemed Performance Security through a withdrawal from the Escrow Account or by making a deduction from the amounts due and payable to it by the Concessionaire in accordance with the provisions of Clause 4.3. 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.</p> <p><b>Further, Bank Guarantee (BG) of equivalent amount towards Deemed Performance Security may</b></p>

SI.No	Reference	Existing clause	To be read as
			<p><b>also be submitted for a period of 5 years initially &amp; 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.</b></p>

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**