

DEENDAYAL PORT TRUST
ENGINEERING DEPARTMENT

Draft Concession Agreement for "Development of Oil Jetty No. 09 to handle all types of Liquid Cargo at old Kandla on BOT basis under PPP mode.

AMENDMENT NO. 01 to DCA uploaded as a part of the RFP documents vide Tender No. 11/CE:

Sr. No.	Clause No.	Existing Clause	Revised Clause / To Be Read As
1	17.1 (b) (ii)	<p>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 event shall not exceed 54% of the Total Project Cost or 90% of the Debt Due. Provided, no Termination Payment shall be payable to the Concessionaire if the Concessionaire fails to maintain Insurance Cover as contemplated under Article 12 of this Agreement.</p>	<p>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 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. Provided, no Termination Payment shall be payable to the Concessionaire if the Concessionaire fails to maintain Insurance Cover as contemplated under Article 12 of this Agreement.</p>

Note: All other contents of the DCA remain un-altered until and unless notified by the authority.


Chief Engineer
Deendayal Port Trust