

Addendum – IV

Development of Chennai Outer Ring Road Phase II from Nemilicheri in NH 205 To Minjur in Thiruvottiyur – Ponneri – Panchetti (TPP) Road on Design, Build, Finance, Operate and Transfer (DBFOT) Annuity basis at Chennai, in the State of Tamil Nadu, India

(To form part of RFP)

Date: 23rd March 2012

Sl.No	Clause No.	Existing Clause			Amendment		
1.	Clause 1.3 Schedule of Bidding Process RFP Volume-I: Instruction to Bidders, Page 11	S. No.	EVENT DESCRIPTION	DATE	S. No.	EVENT DESCRIPTION	DATE
		1	ISSUE OF RFP TO APPLICANTS	23 RD FEBRUARY, 2012	1	ISSUE OF RFP TO APPLICANTS	23 RD FEBRUARY, 2012
		2	SITE VISIT	06 TH MARCH 2012	2	SITE VISIT	06 TH MARCH 2012
		3	LAST DATE OF RECEIVING QUERIES	13 TH MARCH 2012	3	LAST DATE OF RECEIVING QUERIES	13 TH MARCH 2012
		4	PRE-BID CONFERENCE	20 TH MARCH 2012	4	PRE-BID CONFERENCE	20 TH MARCH 2012
		5	LAST DATE OF PURCHASE OF RFP	09 TH APRIL 2012	5	LAST DATE OF PURCHASE OF RFP	25TH APRIL 2012
		6	LAST DATE FOR SUBMISSION OF BID(BID DUE DATE)	11 TH APRIL 2012, 15:00 HRS	6	LAST DATE FOR SUBMISSION OF BID (BID DUE DATE)	27TH APRIL 2012, 15:00 HRS

		7	DATE FOR OPENING OF BIDS AT QUALIFICATION STAGE	11 TH APRIL 2012, 15:30 HRS	7	DATE FOR OPENING OF BIDS AT QUALIFICATION STAGE	27TH APRIL 2012, 15:30 HRS
		8	INFORMING THE QUALIFIED BIDDERS	02 ND MAY 2012	8	INFORMING THE QUALIFIED BIDDERS	18TH MAY 2012
		9	DATE OF OPENING OF FINANCIAL OFFER	09 TH MAY 2012	9	DATE OF OPENING OF FINANCIAL OFFER	24TH MAY 2012
		10	ISSUE OF LETTER OF AWARD	WITHIN 3 WEEKS OF THE DATE OF OPENING OF FINANCIAL OFFER	10	ISSUE OF LETTER OF AWARD	WITHIN 3 WEEKS OF THE DATE OF OPENING OF FINANCIAL OFFER
		11	ACCEPTANCE BY THE SUCCESSFUL BIDDER OF THE LETTER OF AWARD	WITHIN 7 DAYS FROM THE ISSUE OF LOA	11	ACCEPTANCE BY THE SUCCESSFUL BIDDER OF THE LETTER OF AWARD	WITHIN 7 DAYS FROM THE ISSUE OF LOA
		12	SIGNING OF CONCESSION AGREEMENT	WITHIN 45 DAYS FROM THE ISSUE OF LOA	12	SIGNING OF CONCESSION AGREEMENT	WITHIN 45 DAYS FROM THE ISSUE OF LOA
2.	Clause 9.3, RFP Volume II – Draft Concession Agreement, Page 29	Release of Performance Security The Performance Security provided pursuant to Clause 9.1(b) shall remain in force and effect for a period not less than 45 days beyond the date of Completion Certificate as provided in Article 15.1. For removal of doubts it is stated that the Performance Security provided under Clause 9.1(a) will be considered for release only after the Concessionaire obtains the “Completion Certificate” not at the time of obtaining			Release of Performance Security The Performance Security provided pursuant to Clause 9.1(b) shall remain in force and effect for a period not less than 45 days beyond the date of Completion Certificate as provided in Article 15.1. For removal of doubts it is stated that the Performance Security provided under Clause 9.1(b) will be considered for release only after the Concessionaire obtains the “Completion Certificate” not at the time of obtaining		

		“Provisional Certificate”. Until such time the subject Performance Security shall be kept valid by the Concessionaire from time to time and as required by the Authority	“Provisional Certificate”. Until such time the subject Performance Security shall be kept valid by the Concessionaire from time to time and as required by the Authority
3.	Clause 10.3.4 RFP Volume II – Draft Concession Agreement, Page 32	The Authority shall make best efforts to procure and grant, no later than 90 (ninety) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, it shall pay to the Concessionaire Damages in a sum calculated at the rate of Rs. 50 (Rupees fifty) per day for every 1,000 (one thousand) square metres or part thereof, commencing from the 366st (three hundred and thirty sixth) day of the Appointed Date and until such Right of Way is procured.	The Authority shall make best efforts to procure and grant, no later than 90 (ninety) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, it shall pay to the Concessionaire Damages in a sum calculated at the rate of Rs. 50 (Rupees fifty) per day for every 1,000 (one thousand) square metres or part thereof, commencing from the 366st (Three hundred and sixty sixth) day of the Appointed Date and until such Right of Way is procured.
4.	Clause 11.2 RFP Volume II – Draft Concession Agreement, Page 35	Shifting of obstructing utilities The Concessionaire shall, subject to Applicable Laws and under the supervision of concerned agency/ies, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such shifting will be as per the rates estimated by the concerned agencies and shall be borne by the Concessionaire based on the estimates prepared by the respective agency/ies. In the event of any delay in	Shifting of obstructing utilities The Concessionaire shall, subject to Applicable Laws and under the supervision of concerned agency/ies, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such shifting will be as per the rates estimated by the concerned agencies and shall be initially borne by the Concessionaire based on the estimates prepared by the respective agency/ies. The costs incurred by the

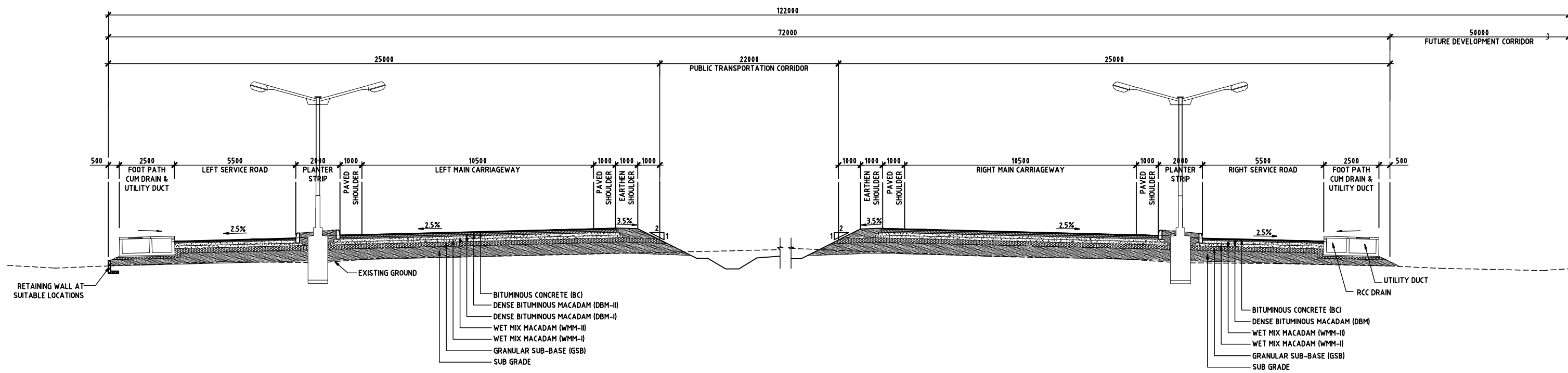
		<p>shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.</p>	<p>Concessionaire as per this Clause 11.2 shall be reimbursed by the Authority without any interest after the issuance of completion certificate by the respective agency/ies for the shifting of the utilities. In the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.</p>
5.	<p>Clause 11.4 RFP Volume II – Draft Concession Agreement, Page 36</p>	<p>Felling of trees</p> <p>The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such felling shall be borne by the Concessionaire as per the cost fixed by Chennai Metropolitan Development Authority (CMDA) or National Highway Authority of India (NHAI) or Highways Department, Tamil Nadu or any other agencies. In the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.</p>	<p>Felling of trees</p> <p>The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such felling shall be borne by the Concessionaire as per the cost fixed by Chennai Metropolitan Development Authority (CMDA) or National Highway Authority of India (NHAI) or Highways Department, Tamil Nadu or any other agencies. In the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Concessionaire and shall be disposed in such manner and subject to such conditions as the Concessionaire may in its sole discretion deem appropriate. The Concessionaire shall have the right</p>

			to retain the proceeds received thereof.
6.	Clause 12.1 RFP Volume II – Draft Concession Agreement, Page 37	<p>(e) prepare and submit, for review and approval to the IE and Authority, the Detailed engineering design covering (a) General Arrangement Drawings for all Project Highway Components, including structures, (b) preliminary detailed drawings for the same, and (c) Detailed Construction Drawings for the prioritized works. These drawings shall be finalized prior to the Appointed Date.</p> <p>(f) prepare and submit during the construction period, all required detailed construction drawings for review and approval to the IE and Authority, in line with the priorities identified in the project execution plan and finalized engineering designs.</p>	<p>(e) prepare and submit, for review and approval to the Independent Engineer and Authority, the Detailed engineering design covering (a) General Arrangement Drawings for all Project Highway Components, including structures, (b) preliminary detailed drawings for the same, and (c) Detailed Construction Drawings for the prioritized works. These drawings shall be finalized prior to the Appointed Date.</p> <p>(f) prepare and submit during the construction period, all required detailed construction drawings for review and approval to the Independent Engineer and Authority, in line with the priorities identified in the project execution plan and finalized engineering designs.</p>
7.	Clause 34.9.2 (b) (ii), RFP Volume II – Draft Concession Agreement, Page 93	80% of the Discounted Value of Future Net Cash Flows to the Equity; the discounting factor applied being the then SBI PLR – (minus) 3%	80% of the Discounted Value of Future Net Cash Flows to the Equity; the discounting factor applied being the then SBI Base Rate.
8.	Clause 34.9.2 (c) (ii), RFP Volume II – Draft Concession Agreement,	100% (one hundred percent) of the Discounted Value of Future Net Cash Flows to the Equity; the discounting factor applied being the then SBI PLR – (minus) 3%	100% (one hundred percent) of the Discounted Value of Future Net Cash Flows to the Equity; the discounting factor applied being the then SBI Base Rate.

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9.	Clause 37.3.2 (b) (ii), RFP Volume II – Draft Concession Agreement, Page 103	100% (one hundred per cent) of the Discounted Value of Future Net Cash Flows to the Equity; the discounting factor applied being the then SBI PLR – (minus) 3%	100% (one hundred per cent) of the Discounted Value of Future Net Cash Flows to the Equity; the discounting factor applied being the then SBI Base Rate .
10.	Schedule B Fig. B1, B2, B3, RFP Volume III – Schedules		Figure B2 and Figure B3 are Deleted. For Figure B1 refer “Revised Figure B1: Typical Cross Section”
11.	Schedule B Cl. 4.3, RFP Volume III - Schedules	The Project Highway shall be a 6-lane divided carriageway with paved shoulders and 5.5 m wide service road separated by planter strip on both sides as per cross section type given in Table B-1 . The typical cross section of 6-lane with paved shoulder with 22.0m of land reserved in between for accommodating a Public Transportation Corridor (PTC) as indicated in Figure B-1 to B3 , is applicable for the Project Highway. The typical cross section shall be followed along with the design standards, indicated in Schedule D for development of the Project Highway.	The Project Highway shall be a 6-lane divided carriageway with paved shoulders and 5.5 m wide service road separated by planter strip on both sides as per cross section type given in Table B-1 . The typical cross section of 6-lane with paved shoulder with 22.0m of land reserved in between for accommodating a Public Transportation Corridor (PTC) as indicated in Revised Figure B-1 , is applicable for the Project Highway. The typical cross section shall be followed along with the design standards, indicated in Schedule D for development of the Project Highway.
12.	Schedule C cl. 2.1, RFP Volume III – Schedules	Toll plazas are envisaged as per Schedule-D, even though the Project Highway is proposed to be developed on DBFOT Annuity basis.	Toll plazas are envisaged as per Schedule-D, even though the Project Highway is proposed to be developed on DBFOT Annuity basis. The location of Toll Plazas are as mentioned below:

			S. No.	Tolling Sections	Tolling sections' Length, km	Location
			1	Pattabiram-Padiyanallur	18.5	Ch. 18+400 (Check Toll plaza at NH-5 Interchange) 2+2 lanes
			2	Padiyanallur-Minjur	12	Ch.27+500 near Seemapuram village (8+2+2 Lanes)
13.	Schedule D cl. 1, RFP Volume III – Schedules	Subject to the provisions of Clause 2 of this Section-1, Six-Lane of the Project Highway shall conform to the “Manual of Specifications and Standards for Six Laning of National Highways through Public Private Partnership” published by the Ministry of Shipping, Road Transport & Highways, (MoSRTTH) May 2008.	Subject to the provisions of Clause 2 of this Section-1, Six-Lane of the Project Highway shall conform to IRC SP 87 – 2010: “Manual of Specifications and Standards for Six Laning of Highways through Public Private Partnership” published by Indian Road Congress.			
14.	Schedule H Cl.1.1. RFP Volume III – Schedules	iii. Project facilities other specialized drawings: ROB's General Arrangement Drawings for approval of Railways after clearance from independent Engineer and authority if any.	iii. Deleted.			
15.	Schedule B Cl. 4.1, RFP Volume III – Schedules	Construction of a minimum of 50 bus bays with passenger shelters, 25 on either side of the Project Highway;	Construction of 50 bus bays with passenger shelters, 25 on either side of the Project Highway;			

16.	Volume – IV Drawings, All pages		The term “Commercial Corridor” in all the drawings shall be replaced with “Future Development Corridor”
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REVISED FIGURE B1 : TYPICAL CROSS SECTION