

RESPONSE TO PRE-BID QUERIES

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

Based on the queries received so far, the following clarifications are being issued.
Further clarifications shall be issued based on new queries, if any.

| Query No. | Clause Ref. | Page No. of Document | Query from the bidder | Clarifications |
|-----------|-------------|----------------------|--|--|
| 1 | 1.3 | | Bid due date to be extended till 11th May 2012 | Please refer Sl. No. 1 of Addendum IV |
| 2 | 2.2.2(B) | | “Provided further that each member of the consortium shall have a minimum net worth of 12.5% of estimated project cost(940Cr) in the immediately preceding financial year” – Requesting the Authority to change it as “12.5% of the Actual Project Cost as assessed by individual Bidder” | No change |
| 3 | 2.2.2(B) | | “The bidder shall have a minimum Net worth of INR 235Cr” – Requesting the Authority to change it as “The bidder shall have a minimum Net worth of 25% of the Actual Project Cost as assessed by individual bidder” | No change |
| 4 | | | Requesting the Authority to publish the Feasibility report & the Estimate(940Cr) | No additional information shall be furnished |
| 5 | 2.2.2(A) | | “sum total of the above when computed as per clause 3.2.6 is more than INR 940 Cr(the threshold Technical Capacity)” – Requesting the Authority to change it as “sum total of the above when computed as per clause 3.2.6 is more than the Actual Project Cost(the threshold Technical Capacity) | No change |
| 6 | 3.2.4 | | Requesting the Authority to introduce a clause to bring the projects value over the last 5 years to the present value(Nominal percentage to bring it to present value) | No change |

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| 7 | 3.2.9(b) | | Kindly clarify whether the weighted average Financial Score should be more than 235Cr(25% of the Estimate Project Cost-940Cr given by TNRDC) or 25% of the Actual Project Cost assessed by the Bidder | As per RFP document |
| 8 | 3.2.9(a) | | Kindly clarify whether the weighted average Technical Score should be more than 940Cr or the Actual Project Cost assessed by Bidder | As per RFP document |
| 9 | Article6(Concessionaire Agreement) | | Kindly clarify on the status of Land Acquisition for the project. If any pending will the process be completed before the Appointed Date | For the sake of clarification, out of 278.79.0 Hectares of private lands required for the Chennai Outer Ring Road Project Phase-II, so far 260.71.5 Hectares (93%) have been acquired and possession taken over. The further acquisition process for the remaining 18.07.5 Hectares is in progress. The rest 93.31.0 Hectares are Government lands. Land will be handed over to the concessionaire as per the terms of RFP |
| 10 | | | Kindly update on the process on the Ministry of Environment's clearance and the status of the forests' land acquisition if any | At present, environmental clearance is not applicable for the project. There is no forest land in the proposed alignment of the project |
| 11 | | | Kindly update on the procedure to shift the services in ROW(UG lines, water lines & HT Transmission Towers) | Please refer RFP and Sl. No. 4 of Addendum IV |
| 12 | | | Strip plan of proposed road only provided in the RFP (Volume-IV). Alignment plan and longitudinal section drawings, showing the existing level and proposed level of project road, superimposed on topographical drawing shall be provided as general guidelines for working out the quantities and utility shifting. Please note that, it was provided in the RFP of CORR Phase-I. | Bidders to conduct their Due Diligence and estimate |
| 13 | Schedule B, Clause 4.1 | 16 | Whether additional ROW will be provided by TNRDC for construction of bus bays, truck lay byes, way side amenities. Please confirm. | Yes, as per the provisions of the RFP document |
| 14 | Schedule B | | Please clarify the type of additional 20 culverts (pipe/slab/box) | Box Culverts |

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| 15 | Schedule B Fig B1 | | As per Figure B-1 "Typical Cross section" in schedule B, the road width at top is 23.5m. In the remaining 1.5m (out of 25m strip in which road has to be constructed) 2H: 1V slope has to be maintained. But most of the area minimum embankment including crust may be around 1.5 m to 2.0 m excluding GS/VUP/PUP locations. This seems to be very difficult. It may require the land from the 22m strip and would result in leaving land less than 22m for PTC (Public Transport Corridor). Please clarify. | As in Chennai Outer Ring Road Phase I project, the Authority may allow the concessionaire to construct embankment spill into the PTC upto 3m formation height. Over and above 3m embankment height and in the case of approaches to Major Bridge, Minor bridges and underpasses, the concessionaire has to construct RE Wall/Retaining Wall as per relevant specifications. If the Authority envisages any development in PTC or Future Development Corridor in future which may require the concessionaire to remove the embankment spill beyond the ROW, the concessionaire shall at his own risk and cost provide alternate structures to accommodate the embankment. |
| 16 | Schedule B, Clause 4.6.2 | 43 | The minimum MSA for design is indicated as 100 MSA. Is it based on 20 years life? Kindly review. | Bidders shall design the pavement for design life of 20 years with corresponding actual MSA or 100 MSA whichever is higher. |
| 17 | | | If CBR > 6% is available we presume that the crust could be designed accordingly. Please confirm. | Yes |
| 18 | | | As the ROW and cross section are finalized already, modification of horizontal geometry of the project road is not possible by the concessionaire. So the horizontal geometry should be as per the alignment plan proposed by the client. Please confirm. | Bidders to finalise the horizontal geometry within the ROW provided as per RFP |
| 19 | | | Kindly provide the Cost Estimates made by consultants as part of the feasibility study and When was the cost estimation done? | No additional information shall be furnished. Cost estimation is done based on 2011-12 Prices. |
| 20 | | | Please provide the details of Borrow Areas and Quarries owned by State Govt. | No Borrow Areas or Quarries are earmarked for this project. |
| 21 | | | Kindly provide geo-technical report for all major structures made by consultants as part of the feasibility study. | Bidders to conduct their Due Diligence and estimate |
| 22 | Schedule A cl. 1.4.2 | | We presume that the design horizontal alignment shall fall in the available ROW. | Yes. Please refer to the reply for Query 18. |
| 23 | Schedule B Fig. B1, B2, B3 | | Drawings are not clear and legible, request to provide drawings in reliable format | Please refer to SI. No. 10 and SI. No. 11 of Addendum IV |

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| 24 | Schedule B cl. 4.8.1 | | If the length of the bridge increases / decreases due to hydrological conditions, shall it will be considered as change of scope | No |
| 25 | Schedule B cl. 4.8.1, 4.5 | | As it is mentioned that Service roads has to be provided for the entire length, no clarification is provided that Major and Minor bridges also to be constructed accordingly for the continuity of Service roads. Kindly clarify | Service Roads has to be continued in Major and Minor bridge locations. |
| 26 | Schedule C cl. 2.1 | | Details of location and No. of Toll plaza is missing. Kindly Provide | Please refer to Sl. No. 12 of Addendum IV |
| 27 | Schedule C cl. 1.j | | Number of rest areas to be provided is missing kindly clarify | No rest areas are proposed |
| 28 | Schedule D cl. 1 | | it is been mentioned that "Manual of specifications and standards for six laning of national highways through public private partnership published by MoSRTTH May 2008 has to be followed. There is also a latest revision available IRC-SP-87- Oct 2010, Kindly confirm which has to be followed | IRC-SP-87 2010 will be applicable for this project. Please refer to Sl. No. 13 of Addendum IV |
| 29 | Volume IV - Drawings | | As it is mentioned that the coordinates are not accurate, in any case does it affect the land acquisition thus done as per project requirement. Any chance of change in alignment due to land acquisition problem | No such change in alignment envisaged. |
| 30 | DCA cl. 11.2 | | As all the cost of shifting of utilities has to be borne by concessionaire, estimates with quantity and amount is expected. Also provide us the permission status. | Please refer to Sl. No. 4 of Addendum IV |
| 31 | DCA cl. 11.4 | | Estimates of the Trees and Permissions status | The number of trees estimated in the ROW is around 2000. On the procedure for removal of trees, please refer to Sl. No. 5 of Addendum IV |
| 32 | General | | Kindly provide the land acquisition status | Please refer to the reply for Query 9 |
| 33 | General | | Does the project alignment passes through a forest | Please refer to the reply for Query 10 |
| 34 | General | | Kindly provide the FRL of the Project Start point | FRL of end point of Phase I will be made available to the Successful Bidder. |

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| 35 | General | | The proposed Clover leaf interchange crossing NH from the existing Toll Plaza. Does it will have any resulting in change in alignment. | No change in alignment . Only check plazas are proposed at interchange. |
| 36 | General | | Any specific reason for such a huge tender document Cost | No change in the document Cost. |
| 37 | General | | Being a green field project, have Authority has acquired Quarry, Sand and Soil exclusively for the project. | Please refer to the reply for Query 20 |
| 38 | General | | Being a green field project the time gap between site visit and bid due date is less. Request to extend the bid due date for another 30 days | Please refer to Sl. No. 1 of Addendum IV |
| 39 | General | | Kindly Provide Feasibility Report / DPR | No additional information shall be provided. |
| 40 | Cl. 2.1 | 10 | We presume that the scope of work is defined in schedule B and Schedule C only. Schedule D shall be referred only for specifications / standards and shall not form part of scope of work. Kindly clarify. | RFP Document is clear about scope of work. No Change. |
| 41 | Cl. 3.1.2 c & d | 11 | Operation of toll plaza shall be responsibility of Authority and concessionaire is no where concern. Please delete this clause | No Change. |
| 42 | Cl. 4.2 | 13 | Damage for delay in fulfilment of condition precedent by Authority i.e. 0.1% of performance security for each day of delay is not sufficient considering that any delay in commencement of construction activities have direct bearing on IDC as well as escalation of material which may be huge in comparison to the damage payable by authority. | No Change. |
| 43 | Cl. 5.1.4 | 15 | Request Authority to provide current land acquisition status for the Project Highway | Please refer to the reply for Query 9 |
| 44 | Cl. 5.1.4 | 16 | provide and maintain during the Development Period and Construction Period air conditioned and fully furnished site office of not less than 300 sq.m built up area at a suitable location as indicated by TNRDC, for their use. Even in NHAIDCA, this provision is not their, pl do not burden concessionaire. Kindly delete this clause | No Change. |

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| 45 | Cl.10.3.2 | 32 | Request Authority to provide current land acquisition status for the Project Highway. And, also request the Authority to provide land delivery schedule for the Project as it is required to be submitted to the Lender's for the purpose of financial close. Authority should also provide a schedule for handing over of balance length and it cannot be kept open ended as the same shall have impact on IDC as well as construction cost after schedule completion works. | Please refer to the reply for Query 9 |
| 46 | cl.10.3.4 | 32 | Please let us know the present status of acquisition of land and when it is likely to be available to the authority. | Please refer to the reply for Query 9 |
| 47 | cl.10.6 | 34 | We request Authority to reimburse all additional costs, in actual, incurred by the Concessionaire towards special /temporary right of way for access to the site. Please confirm | No Change. |
| 48 | cl.11.1 | 35 | Concessionaire shall assist the agency for construction of such diversion by deploying their resources. However since such diversion shall be needed for the shifting of utilities, which is the responsibility of Authority only and as such the cost of diversion/land acquisition including legal proceedings should be borne by Authority. | No Change. |
| 49 | cl.11.3.1 | 35 | Clause is ambiguous and should be deleted. The responsibility should be of Authority only, as User are not at all concerned with the Progress of the Project and are not covered with any Agreement to pay any compensation/damages to Concessionaire for any delay in shifting of utilities. Otherwise please confirm the logistics ans methodology for compensation payment by User to Concessionaire as there is no mention in the agreement in this regards. | No Change. |

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| 50 | cl.12.3 e | 39 | In case of any modification suggested by independent Engineer on the design and drawing submitted by Concessionaire resulting into design related defects/damage the liability and obligation of the concessionaire shall not be made solely responsible | No Change. |
| 51 | cl.14.3.2 | | As per NHAI DCA, Provisional Certificate shall be issued if 75% of the project highway is completed. Please change as per NHAI DCA. | No Change. |
| 52 | cl.16.3.2 | | We request Authority to reimburse the entire cost incurred by the Concessionaire due to Change of Scope in actual. Please Confirm | No Change. |
| 53 | cl.35.3 | | Since in COD is not fixed date, it is not possible to assess the period of delay in achieving COD. Therefore, the extension should be granted for a duration which is proportionate to the period of stoppage of work and affected length. | No Change. |
| 54 | General | | Kindly provide Soft copies of Cross section Drawings | Please refer to Sl. No. 10 and Sl. No. 11 of Addendum IV |
| 55 | General | | Kindly make available the Network drawing of information regarding underground and overhead utilities. | No additional information to be provided. Please refer to Sl. No. 4 of Addendum IV |
| 56 | General | | Kindly specify the agencies which have been appointed as Legal, Technical and Financial Advisers for the Authority for this project | The entities engaged by the Authority for this project are: Technical - SoWiL Limited and L&T Ramboll Consulting Ltd. Financial Advisers- Ernst & Young Pvt. Ltd. Legal Advisers - M.V. Kini & Co. |
| 57 | General | | Authority has taken permission/clearance from Environmental dept. Please Clarify. | Please refer to the reply for Query 10 |
| 58 | General | | Request for extension of bid due date for at least 30 days. | Please refer to Sl. No. 1 of Addendum IV |
| 59 | | | Since the whole project is a Green Field project the Status of the Land Acquisition and the Status of clearances like Environmental Clearance, Forest clearances and other relevant clearances may please be provided. | Please refer to the reply for Query 9 and Query 10 All other applicable necessary clearances shall be obtained by the concessionaire. |

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| 60 | | | As per paras 1.2.1 and 2.21 it was stated that, "Bidders will be shortlisted". If it is so, how many number of Bidders will be shortlisted and the criterion for short listing may please be provided. On the other hand all the qualified Bidders will be made eligible for opening of their Financial Bids. This may please be clarified. | All bidders who have met the Eligibility Criteria as per RFP and declared qualified shall be eligible for opening of their Financial Bids |
| 61 | | | In Schedule-'M', Annuity Payment Statement, the Annuity Payment date has to be filled. As the dates of Agreement and Appointed dates are uncertain it may not be possible to fill the exact dates of Annuity payments but the Amounts of Annuity payments for the 35 instalments can be filled. In view of this it may please be clarified on the filling of dates of Annuity payments in Schedule-'M'. | No Change. |
| 62 | | | As per Addendum-I placed in the official web site www.tnrhc.com on 23-02-2012, it was stated that, to become Lead Member of the consortium, the minimum Technical Capacity requirement is given as 26%. In this connection it may please be clarified that this 26% minimum Technical Capacity from core sector is sufficient or in this any percentage of Highway sector Technical Capacity is also required. | As per Addendum I |
| 63 | | | The cost of RFP document is kept as Rs. 20,00,000/- (Rupees Twenty lakhs only) which seems to be very high. Generally the cost of RFP document / RFP processing fee for this type of similar projects shall be kept as Rs. 2,00,000/- to Rs. 3,00,000/- in various organizations in India including NHAI. In view of the general practice, the cost of RFP document / RFP processing Fee may please be reconciled. | No Change. |

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| 64 | | | As per Article 11.2 of DCA and as per article 8.2 of Schedule 'B' the cost of shifting of all utilities shall be borne by the Concessionaire based on the estimates prepared by the respective agencies. Since these cost estimates are not provided along with the Bid documents it is not possible to assess by us the Department cost. Therefore, these estimates may please be provided to make assessment of the cost of shifting of utilities for the project. On the other hand, since it is a Green field project, the access through the alignment is not possible to make well assessment of the electrical utilities and also it is not possible for assessment of underground utilities by us. | Please refer to SI. No. 4 of Addendum IV |
| 65 | | | In view of the above difficulty in assessment of the cost of the shifting of utilities, it may be appropriate to retain the general clause that "the Concessionaire shall execute the utility shifting work as per the estimate given by the Concerned Government / Semi Government department under the supervision of the Concerned department of Government / Semi Government. The cost towards utility shifting as per demand notes of the Concerned Government / Semi Government agencies shall be borne by TNRDC". This is a very important aspect to be considered since the costing of these shifting of utilities will have lot of impact on the financial modelling. In view of this, it may please be clarified on shifting of utilities. | Please refer to SI. No. 4 of Addendum IV |
| 66 | | | The number of Toll plazas to be constructed are not specified in Schedule 'C', this may please be clarified for the number of Toll plazas to be constructed in entire project. | Please refer to SI. No. 12 of Addendum IV |
| 67 | | | In table B-7 of Schedule 'B', at Km 15.620 and at Km 26.000, VUPs' are provided for one side junction and at the same chainages on the other side PUPs' are provided. Because of different structures it may not serve the purpose for Vice-Versa. This may please be clarified. | Refer Addendum-II |

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| 68 | | | In Table B-8 the clear height and total width of structure are not specified. Since it is a PUP the clear height is different from VUP. In view of this the clear height and width of the structure may please be provided. The span specified in this table as "6x4" is also may not be correct. This may please be clarified. | PUPs are proposed with a vertical clearance of 4m |
| 69 | | | Article 9.3 refers to the release of performance security as per article 9.1(b) but in subsequent sentences of article 9.3, it was stated as 9.1(a) but this may be 9.1(b), this may please be clarified. | Please refer to Sl. No. 2 of Addendum IV |
| 70 | | | Please mention the name of agencies involved in Technical, Legal and Financial Consultancy service for this project. | Please refer to the reply for Query 56 |
| 71 | | | Please specify the status of Land acquisition (3A to 3G). | Please refer to the reply for Query 9 |
| 72 | | | Does the Project stretch pass through any forest area / protected forest/reserved forest/social forest? | Please refer to the reply for Query 10 |
| 73 | | | Please specify the status of land acquisition, if the stretch passes through any forest area and the status of Ministry of Forest / Environmental ministry approval. | Please refer to the reply for Query 10 |
| 74 | | | During the site visit we observed many buildings are on the proposed alignment and also large amount of borrow earth is taken away particularly near the Sidco estate Please clarify are the buildings in the alignment are acquired. The Borrow earth mining will it be stopped on the alignment as already it has resulted in the large fill areas. | All buildings have been acquired within the RoW except for in Minjur town which will be acquired shortly. There are no borrow areas in the proposed alignment. |
| 75 | | | The alignment crosses through water bodies, are the necessary approvals taken for filling the water bodies | The approvals are to be obtained as per RFP document |
| 76 | | | Many transmission tower pylons are located along the alignment, Please mention will TNRDC shift those electrical utilities transmission towers. | Please refer to Sl. No. 4 of Addendum IV |
| 77 | | | Please specify the land handing over schedule | Please refer to the reply for Query 9 |
| 78 | | | Project Corridor if passing through any of Gas / Crude Pipeline, status of Utility clearance may be clarified. | Please refer to Sl. No. 4 of Addendum IV |
| 79 | | | Kindly inform the status of RoW to the Site, | Please refer to the reply for Query 9 |

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| 80 | SchA-CI 1.6 | 10 | We understand on the PTC corridor 22m width and a strip of 50 m, earmarked for future development on the inner side of the alignment., concessionaire scope of work is nil, i.e no clearing and grubbing is to be done, Please clarify | No work envisaged for Concessionaire in the 22m PTC and 50m corridor ear marked for future development apart from as mentioned in the RFP document. |
| 81 | Sch A-CM. | 11 | A strip of 50 m, earmarked for future development on the inner side of the alignment. This 50 m land should be kept on either side or one side .Kindly clarify. | Refer "Revised Figure B-1: Typical Cross Section" in Addendum IV |
| 82 | Sch A-C11.9 | 13 | Kindly provide the location map for the existing utilities and shall provide relocation area. | No additional information provided. Please refer to Sl. No. 4 of Addendum IV |
| 83 | Sch B- CI 4.1 | 15 | Provision for an additional 20 culverts are included in the Scope of works for which locations shall be finalised by concessionaire in discussion with IE and Authority If for any reason the number culverts are increased or decreases will it be treated as change in scope either positive or negative please clarify | Incase of any increase or decrease in the number of additional culverts as mentioned in the RFP document, such changes shall be treated with respect to the provisions of Change of Scope in the RFP document |
| 84 | Sch B- CI 4.1 | 15 | Provision for additional 3 PUPs shall be included in the scope for which location shall be finalised by concessionaire in discussion with IE and Authority If for any reason the number PUP's are increased or decreased will it be treated as change in scope either positive or negative please clarify | Incase of any increase or decrease in the number of additional PUPs as mentioned in the RFP document, such changes shall be treated with respect to the provisions of Change of Scope in the RFP document |
| 85 | Sch B- CI 4.1 | 15 | Construction of a minimum of 50 bus bays with passenger shelters, 25 on either side of the Project Highway Please mention the location where the busbays are required, the chainages are not given. | Location of busbays shall be finalised in consultation with Authority/Independent Engineer during execution. |
| 86 | Sch B- CI 4.1 | 16 | Provisions for an additional 20 culverts are included in the scope of the works for which locations shall be finalized by concessionaire in discussion with IE and authority. Details of type of culvert and at least minimum span of the culvert shall be provided. | The additional culverts shall be Box Culverts with a minimum size of 2m x 1.5m |
| 87 | Sch B- CI 4.3 | 17 | The project Highway shall be as per type given in Table B-1. Being a DBFOT project, Please allow the concessionaire to have design freedom in developing the cross section | The cross section shall be as per Sl. No. 10 and Sl. No. 11 of Addendum IV |

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| 88 | Sch B- CI 4.6.2 | 23 | The pavement is suggested as 100msa with 6% CBR for 20 years design life Being a DBFOT project, Please allow the concessionaire to have design freedom in developing the pavement crust | Please refer to the reply for Query 16 and 17. |
| 89 | Sch B- CI 4.8.1 | 28 | The cross drainage plan for the project highway shall be finalized in consultation with IE and authority and additional culverts provided if required Kindly add the words "shall be treated as change of scope" at the end. | No Change. |
| 90 | Sch B - CI 4.8,1 Table B-3andB-4 | 28 | Flow of stream from RHS and LHS to Minor Bridges, Major Bridges, Kindly provide the details for flow of water stream from LHS and RHS for Major and Minor Bridges, | The flow details shall be assessed by the bidders through their own independent site reconnaissance. |
| 91 | Sch B- CI 4.9.1 | 37 | Can we adopt free slopes for the approaches of VUP/PUP | Please refer to the reply for Query 15 |
| 92 | Sch B- CI 4.9.1 | 38 | In table B-7 (List of VUPs), chainages km 15+620 & km 26+000 (S.No, 5 &7) are proposed for VUPs. Also, in table B-8 (List of PUPs), chainages 15+620 & km 26+000 (S.No. 6&7) are proposed for PUPs. Please clarify if both VUPs & PUPs are proposed at the same locations. | Please refer to Addendum II |
| 93 | Sch B- CI 8.2 | 41 | The .project involves shifting of utilities and removal of trees within the Proposed RoW, and shall be the responsibility of the Concessionaire. The costs towards the same be borne by the concessionaire To include the cost towards utility shifting please specify the nature of utility shifting involved with the number of locations where it is required | Please refer to Sl. No. 4 and Sl. No. 5 of Addendum IV |
| 94 | Sch B- CI 8.6 | 42 | The Concessionaire shall obtain all necessary clearances from all the concerned authorities required for implementing the project, Please specify the mandatory clearances to be procured by the Concessionaire | Please refer to the reply for Query 59. |

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| 95 | Sch C - CI 2.1 | 44 | Toll plazas are envisaged as per Schedule -D , even though the Project Highway is proposed to be developed on DBFOT Annuity basis. Location of the Toll plaza, the facilities required, the number of lanes required and the equipment to be installed are not specified. What is included in Concessionaire's. Scope please, furnish the detail as the equipment standards if not specified may differ from manufacturer to manufacturer and quality cannot be ensured Maintenance of Toll plaza, staffing and Equipment maintenance is included in whose scope, please clarify | Please refer to Sl. No. 12 of Addendum IV Equipments and Staffing for Toll plazas are not included in the scope of work of the concessionaire |
| 96 | Sch B - CI 4,8.2 | 32 | In S.No 56, Span/Size of the culvert at Ch.21 +150 is not provided Kindly furnish the data | The culvert size shall be decided based on hydraulic studies and in consultation with the Authority and Independent Engineer. |
| 97 | SchB-CI.8.2 | 41 | Utility Shifting and removal of trees: The project involves shifting of utilities and removal of trees within the proposed ROW and shall be the responsibility of the concessionaire. Responsibility of utility shifting of the concessionaire shall be deleted. | Please refer to Sl. No. 4 and Sl. No. 5 of Addendum IV |
| 98 | Sch B - CI 8.3 | 41 | Encroachment removal: Encroachments if any, within the acquired ROW, shall be removed by the concessionaire at his own cost. This clause shall be deleted | No Change. |
| 99 | | | ROB is not present in this project. Hence mention of ROB in the clauses, approval of Drawing, Drawing Schedule submission and Necessary approvals permits, can be deleted Please delete all clauses relevant to ROB | All items related with ROB will be deleted from the schedules. Please refer to Sl. No. 14 of Addendum IV |
| 100 | Sch C | | The Concessionaire needs to construct toll plazas as envisaged in Schedule - D. Whether the provisions/requirements/principles of National Highways Fee (Determination of Rates and Collection) Rules, 2008 and/or amendments thereupon would be applicable to this Project? Kindly inform | Not relevant for this project |

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| 101 | Sch C | | If yes, whether the locations of all toll plazas are in conformity with the provisions of Rules 8(1) and 8(2) of the National Highways Fee (Determination of Rates and Collection) Rules, 2008? If not, the executing authority needs to record reasons in writing. Kindly check and provide reasons as per the prescribed procedure in this regard | Not relevant for this project |
| 102 | Sch C - Cl 2.1 of Annex I | | Kindly mention the locations of toll plaza in schedule C.As schedule D does mention the locations of toll plaza. | Please refer to Sl. No. 12 of Addendum IV |
| 103 | Sch D | | Schedule D mentions the manual to be followed as "Manual of specifications and standards for Six laning of National Highways through Public Private Partnership" published by MoSRTTH May 2008. Request to replace this by "Manual of specifications & standards for Six laning of National Highways through Public Private Partnership" (IRC:SP 87-2010) published by IRC October 2010 as the former manual stands outdated. | Please refer to the reply for Query 28. |
| 104 | Clause 1.1.1 | | Estimated Project Cost mentioned is Rs.940 crores. Kindly clarify the year of Estimation. | Please refer to the reply for Query 19 |
| 105 | Clause 1.3 | | Kindly request you to extend the days as extensive studies are development of a Greenfield high | Please refer to Sl. No. 1 of Addendum IV |
| 106 | Clause 2.2.1(d) | | Kindly provide the names of entities engaged as Legal, Technical and Financial Advisers by the Authority | Please refer to the reply for Query 56 |
| 107 | Appendix I Letter comprising bid | | Kindly specify the date of RFP Document | February-2012 |
| 108 | RFP Appendix I Point 13 | | Kindly provide the list of regulatory authority covered under this clause | As per the Government of India definitions |
| 109 | Clause 4.1.2 (a) Clause 4.1.2(d) | | Please clarify the %age of ROW that has been acquired by TNRDC for the Project. Kindly confirm the status of approval of GADs. | Please refer to the reply for Query 9 Concessionaire to design the structures and get the necessary approvals for GADs from concerned authorities as per RFP document. |

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| 110 | Clause 4.2 Clause 4.3 | Page No. 14 | As per clause 4.2 for any delay by the Authority in fulfilment of the Condition Precedent the damages would be calculated at the rate of 0.1% of the Performance Security for each day's delay subject to maximum of 20% of the Performance Security. Whereas as per clause 4.3 for any Concessionaire in fulfilment of the condition. Precedent the damages would be calculated at the rate of 0.2% of the Performance Security for each day's delay subject to maximum of 20% of the Performance Security. We would request you to please make the rate at which the damages would be calculated both the clauses i.e. damages for Concessionaire should be equal to damages for the delay by the Authority. | No Change |
| 111 | Clause 9.3 | Page No. 29 | The reference of Clause 9.1 (a) in second line is not correct. It should be Clause 9.1 (b). As per draft CA, Performance Security provided under Clause 9.1(a) needs to be released after 45 days from the Appointed Date. We request you to please change the reference of clause mentioned in second line from 9.1 (a) to 9.1(b) | Please refer to SI. No. 2 of Addendum IV |
| 112 | Clause 10.5 | | In case of an encroachment on the ROW during the Concession Period, what is the modality for the Concessionaire to remove such encroachments? | As per RFP document |
| 113 | DCA Clause 11.1 | | It is requested that the drawings regarding the underground and overhead utilities should be made available along with the detailed relocation plan along with bid documents | No additional information shall be provided. Please refer to SI. No. 4 of Addendum IV |
| 114 | DCA Clause 16.2.2 (b) | | Kindly clarify during the change of scope process whether the O&M is to be included. If not how this additional O&M incurred will be paid to the concessionaire | As per RFP document |
| 115 | Clause 16.3.1 | | Kindly clarify that if no Change of Scope order is issued prior to Project Completion Date, the Concessionaire still has to deposit 0.25% of the Total Project Cost to the Safety Fund within a period of 180 days of the Project Completion Date? | No |

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| 116 | DCA Clause 17.1.3 | | Kindly mention length from the Row or center line of the project highway for the maintenance of the facilities as mentioned in the clause along with the details of the facilities. | As per RFP document |
| 117 | Clause 31.3.1 | Page No.80-81 | Since, Concessionaire would have met all the expenses and the liability as per the waterfall mechanism therefore, the balance, if any lying in the Escrow Account should be utilised based on the instruction of the Concessionaire only. We request you to please remove the condition of joint instructions | No Change |
| 118 | Clause 31.4.1: | Page No.81-82 | Since, Concessionaire would have met all the expenses and the liability as per the waterfall mechanism therefore, the balance, if any lying in the Escrow Account should be utilised based on the instruction of the Concessionaire only. We request you to please remove the condition of joint instructions | No Change |
| 119 | Clause 34.9.2 (b) (ii): | 93 | Since, all the banks are shifting from PLR regime to Base Rate regime as per the circular issued by RBI, therefore determining discounting factor may not be possible at the time of calculation of Termination Payment at SBI PLR may not be available. We therefore request you to please change the discounting factor from SBI PLR to SBI Base Rate. | Please refer to SI. No. 7 of Addendum IV |
| 120 | Clause 34.9.2 (c) (ii): | 93 | Since, all the banks are shifting from PLR regime to Base Rate regime as per the circular issued by RBI, therefore determining discounting factor may not be possible at the time of calculation of Termination Payment at SBI PLR may not be available. We therefore request you to please change the discounting factor from SBI PLR to SBI Base Rate. | Please refer to SI. No. 8 of Addendum IV |
| 121 | Clause 37.3.2 (b) (ii): | 103 | Since, all the banks are shifting from PLR regime to Base Rate regime as per the circular issued by RBI, therefore determining discounting factor may not be possible at the time of calculation of Termination Payment at SBI PLR may not be available. We therefore request you to please change the discounting factor from SBI PLR to SBI Base Rate. | Please refer to SI. No. 9 of Addendum IV |

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| 122 | Schedule R | | As per the Schedule, the discounted value of future cash flow to equity would be calculated based on the IRR as per the table given in Schedule R whereas as per the CA the discounting value would be calculated by applying discounting factor equal to SBI PLR- (minus) 3%. We therefore request you to please clarify. | As per RFP document |
| 123 | Schedule A 1.4 | | It is Understood the Concessionaire shall not undertake the any development" on the specified area "PTC", Kindly clarify that if any development as directed by the authority, the expenses for such development shall be borne by the authority. Can access to PTC corridor be provided to accommodate slopes of embankments limited to 3m height(not high embankments) in approaches to structures since normal road embankment slopes can be accommodated within PTC corridor? | Please refer to the reply for Query 80. At present, no development is envisaged by the Authority in the PTC corridor. For embankment slopes refer to the reply for Query 15 |
| 124 | Schedule A Clause1.6 | | Please confirm if entire land width of 122m has been acquired? Please also confirm if additional land required for junctions, structures especially Full Cloverleaf Interchange at KM 18+420, bus bays, truck lay byes, wayside amenities, rest areas, entry and exit ramps etc. has been acquired. | Please refer to the reply for Query 9. Yes, as per the provisions of the RFP document |
| 125 | Schedule A Clause1.9 Shifting of utilities | | Please furnish details of existing utilities to enable bidder to work out cost of relocation | Please refer to Sl. No. 4 of Addendum IV |
| 126 | Schedule -B Figure B1 | | Kindly clarify whether the typical cross sections are subject to modification | No |
| 127 | Schedule -B 4.1 | | Minimum no. of bus bays specified is 50 (25 on either side of the Project Highway). What is the maximum no.? The bidder requires knowing maximum limit also to be able to submit a competitive bid. | Please refer to Sl. No. 15 of Addendum IV |

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| 128 | Clause-4.4 Alignment Plan | | Please confirm alignment orientation. Any expected change in orientation also to be clarified | Alignment shall be as per RFP requirements. |
| 129 | Clause 4.8.1 | | Skew Angle of major bridges may please be furnished. | Bidders may conduct their own and independent site reconnaissance |
| 130 | Clause 4.8.2 CDS | | Skew Angle of all the culverts may please be furnished since it has a large bearing on costing. Also size and skew angle of additional 20 culverts may also be furnished | Bidders may conduct their own and independent site reconnaissance Please refer to the reply for Query 86. |
| 131 | Clause 4.8.3 Grade Separators | | <p>The following important data may be kindly furnished a) Radius and length of cloverleaf. IRC:92 gives a range of weaving length and radii corresponding to speed permitted. It is requested that proper data is furnished to enable the bidder to assess the cost reasonably. NHA has approved layout of a similar cloverleaf over NH-4 in Phase-1 of CORR and may be the broad features of the same can be included in RFP. b) Please clarify whether carriage width of 17m is valid only for a length of (4X20+2X30m+4X20m) structural spans & for each side of highway. Also clarify whether each side carriageway width in the balance ramp portion will be 13.5m along CORR. c) what is the carriageway width of cloverleaf portion? Is it 8.5m? d) Does the width of 17m includes width of crash barrier too? e) A dimensioned layout indicating carriageway dimensions, radii and span arrangement etc. may please be furnished. f) Skew angle of crossing of NH-5 w.r.t. CORR, if any, may please be furnished. g) Width of carriageway for slip road and overall road width at Toll locations may please be specified.</p> <p>Flyover at KM.16+160: a) Skew angle of crossing of flyover w.r.t. SH-114 may please be furnished. b) Please clarify if the alignment of flyover is on curve? If yes, what is the radius of curve.</p> | <p>Best possible layout shall be developed satisfying IRC requirements. Check toll plazas are provided with a lane configuration of 2+2 lane. Bidders may assess the skew angle based on their own and independent site reconnaissance. Loop ramp width shall be 8.5m</p> <p>Bidders may conduct their own and independent site reconnaissance</p> |
| 132 | 4.9 Underpasses | | Underpasses: a) Skew angle of VUP and PUP may please be given. Please confirm the size of 3 additional PUP's | Bidders may conduct their own and independent site reconnaissance For additional PUPs the size shall be 6m x 4m |

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| 133 | Table B-5 List of Culvert Locations | | Please supply (or) enlighten the hydraulic requirement of additional 20 culverts locations | Bidders to assess the hydraulic requirements after finalising the culvert locations, based on local site condition |
| 134 | Schedule B Table B | | Please clarify the type of road cross section given in Table B-1. It has been indicated as only Figure B-1. | Table B-1 refers to cross section given in Figure B1. For Details of Cross section please refer to Sl. No. 10 and Sl. No.11 of Addendum IV |
| 135 | Figure B-6 Typical Layout of Cloverleaf | | It is understood that the clover leaf ramps are all earth spill as in the typical arrangement. Please clarify | Yes, ramps are to be constructed with earth spill. |
| 136 | Schedule-C Annex-I, Clause 2.1, 2.2 and 2.3 | | Please clarify the Tentative locations of Toll Plaza, Way Side amenities, Truck Lay by and bus bay locations | Please refer to Sl. No. 12 of Addendum IV for Toll Plazas Location of Way Side amenities, Truck Lay by and bus bays shall be finalised in discussion with the Authority and Independent Engineer during execution. |
| 137 | Schedule—C Annex-1 | | Please Provide Typical Layout for traffic aid post Medical Aid Post, vehicle Rescue Post. | The Project envisages these facilities and the layout shall be finalised with the discussion and approval of Authority/Independent Engineer |
| 138 | All Plan drawings | | Please Supply the Centre Line Co-ordinates and TBM values. A) only strip plan has been given. Since coordinates of the alignment are attached in RFP and TNRDC must have done preliminary survey, It is requested that horizontal profile of alignment showing skew angle of structures and cross roads may be furnished. b) Ground Profile along the alignment may please be furnished. c) A culvert has been shown in Cloverleaf Interchange. Please confirm that it does not foul with substructure and foundation of the obligatory span proposed in RFP on page 34 Table B-6(A) of Schedule B. d) A cross section at location of existing road NH-5 and SH-114 may please be furnished. | Co-ordinates of ROW only are provided. The concessionaire shall prepare horizontal and vertical profile within the ROW based on RFP and IRC requirements. The Chainages for culverts mentioned are only indicative. Location of culvert and foundation of these structures shall be decided by the concessionaire in due consultation of Independent Engineer/Authority based on the local conditions and layout of interchange developed. |

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| 139 | | | <p>1. Please provide the list of Ponds/Lakes presence on (or) besides the alignment.</p> <p>2. During site visit on 6th March 2012, where the alignment passes through chainage no 12+800 on the alignment some site clearance activities (or) mechanical excavations is on we hope that its part of CORR Phase II site clearance</p> | <p>1. Schematically Ponds / Lakes are shown in strip plan.</p> <p>2. There are no borrow areas on the proposed project alignment</p> |
| 140 | | | Please supply legible Figure B-1, Figure B-2 and B-3, The blur dimension details and unable to read. | Please refer to SI. No. 10 and SI. No. 11 of Addendum IV |
| 141 | | | No built up area has been mentioned in RFP, Please confirm that there are no Built Up areas in the Project Highway. | There are semi-urban Built Up areas |
| 142 | | | <p>A) Please furnish Geotechnical Investigation Report at least for locations of flyover and Cloverleaf Interchange.</p> <p>B) Since very little Site information is provided in RFP, bidder needs to do site survey and investigation for realistic estimate. It is requested that the date of submission of bid may please be extended at least by two weeks.</p> | <p>No additional information shall be provided.</p> <p>Please refer to SI. No. 1 of Addendum IV</p> |
| 143 | Schedule B Table B- 5 | | Against Table B-5 List of Culvert locations, There are few culverts in not shown in Volume IV - Drawings vis a vis Ch 0+225, 7+380, 7+590,19+300 , 20+200, 25+200 and 29+450, We presume that these are part of additional culverts- Please Clarify. | Identified locations for culverts (78 Nos) are as per Table B-5. The 20 Culverts proposed as additional will be in addition to the list provided in Table B-5 and locations will be decided during execution in consultation with Authority/ Independent Engineer. |
| 144 | | | Please clarify the size of Box culverts at canal location | The culvert size shall be decided based on hydraulic studies and in consultation with the Authority and Independent Engineer. |
| 145 | Sch-A Clause 1.4.1, Table A-3 | Page 9 | Kindly clarify whether Proposed 6-lane corridors with service roads passes through these lakes? Kindly clarify whether required permissions have been obtained from concerned Govt authorities? Kindly provide Approximate length of embankment that gets submerged? Kindly provide the Approximate period of time when lakes would be dry or water is continuously present? | <p>Bidder to conduct their own independent assessment</p> <p>Please refer to the reply for Query 75</p> |

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| 146 | Sch-B Figure B-1 Figure B-2 Figure B-3 | | Please confirm lighting required or not in the other corridor? Embankment spill is shown in to PTC corridor in the Figure B-1 whereas RE wall is mentioned to approaches of structures. Kindly confirm whether we can consider embankment spill on to PTC corridor except at Structures locations. | Lighting is required. Regarding embankment spill please refer to the reply for Query 15 |
| 147 | Sch-B Clause 4.6.1 | | Please confirm Flexible pavement required only for 2 foot paths and 16 nos mud / gravel roads mentioned in Table B-2 and not for existing BT | Flexible pavement to be provided for junction development area for all intersections. |
| 148 | Sch-B Clause 4.6.2 | | Please confirm whether the concessionaire can design the pavement for higher CBR value(more than 10%) based on Annexure-1 of IRC:37 instead of extracting pavement thicknesses from pavement catalogue mentioned in IRC:37. | Yes, based on relevant IRC and other relevant codes |
| 149 | Sch-B Clause 4.6.4 | | Kindly clarify whether concessionaire can design the flexible Pavement using new/innovative material? | Bidders can design the flexible pavement using new/innovative material complying with RFP conditions and all applicable specifications |
| 150 | Sch-B Clause 4.8.1 Table B-5 | | As the locations are not known, Shall we consider Perpendicular culvert length for bid purposes? Please confirm. | Bidder to conduct their own independent assessment |
| 151 | Sch-B Clause 4.8.3 Clause 4.9.1 | | Two grade separators and 8 VUP locations in Sch-B. Shall we consider these 8 locations as major junctions? Please confirm. | Junction to be designed in accordance with IRC specifications |
| 152 | Sch-B Clause 4.17 | | Concrete Crash barriers already shown in Figure B2. Kindly clarify should we consider safety barrier at grade level to all grade separated structures? | Concrete Crash barrier shall be provided for all grade separated structures on either side of Main carriageway and crash barriers shall be provided for the approaches at -grade level |
| 153 | Sch-B Clause 7 | | Boundary stones are already suggested at ROW. Please clarify what is this demarcation of road land boundary. | Project corridor of 122m has been demarcated. |

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| 154 | Sch-B Clause 8.2 | | <p>Details of type of utilities and numbers are not mentioned in the documents to work out the cost. Kindly provide the details.</p> <p>Kindly provide the number of trees also girth wise for tree cutting</p> | <p>No additional information shall be provided.</p> <p>Please refer to SI. No. 4 and SI. No. 5 of Addendum IV</p> |
| 155 | Sch-B Clause 8.6 | | Please mention the clearances and the Govt authority from whom concessionaire obtain clearances. | Please refer to the reply for Query 59. |
| 156 | Sch-C Clause- 2.1 | | Please mention the number of toll plazas envisaged and their locations. Two toll plazas are already shown in Figure B-6. Please clarify number of toll lanes that shall be provided at each location. | Please refer to SI. No. 12 of Addendum IV |
| 157 | Sch-C Clause 2.2 | | Kindly stipulate the building area of cafeteria, truck parking area, emergency health care area and toilet area. | Shall be developed in accordance with Schedule D |
| 158 | Sch-C Clause 2.7 | | What width of PTC corridor shall be considered for tree plantation? Also please mention number of rows required in PTC corridor. | The Project does not envisage any tree plantation on the PTC corridor |
| 159 | Sch-B, Annex-I, Clause 4.4 | Page 22 | The authority has not provided any FRL's for this project. Per the tender document, it is the responsibility of the bidder to analyze and bid for this project. With this scenario, it will be difficult while construction incase if the bidder is successful. Hence we request the authority to provide the FRL's for this project and along the feasibility report. | Please refer to the reply for Query 12 |
| 160 | Sch-B, Annex-I, Clause 4.5 | Page 22 | In case of bridges, underpass locations, the provision of service road shall be confirmed. | Please refer to the reply for Query 25 |
| 161 | Sch-B, Annex-I, Clause 4.8.3 | Page 33 | Has LA been completed for Typical Interchanges Cloverleaf at NH5 intersection and Rotary at Minjur shown in the documents? | Please refer to the reply for Query 9 |

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| 162 | Sch-C, Project Facilities | | Locations of a truck lay by for 50 trucks in each direction and location of Toll Plaza with administrative building has to be provided. It would involve LA /R&R issues if not already finalized. It is stated that concessionaire will have to provide LA /R&R proposals and in this event, it could lead to delays if not already acquired. Figure B.7 gives the layout of bus bay. As many as 25 recessed bus bays are envisaged on either side of service road. Has land been additionally acquired at all these locations? | Please refer to the reply for Query 13 |
| 163 | Clause 6 - Landscaping | | Tree plantation as per IRC -21 may not be possible as guidelines envisages two to three rows at the ends with adequate set back that is not available in respect of ORR Corridor | Tree plantation is not envisaged in the planter strips |
| 164 | General | | Write up/ dimensions in Typical Cross sections of VUP and flyover provided in documents are not legible and may be given separately | Please refer to SI. No. 10 and SI. No. 11 of Addendum IV |
| 165 | General | | Date of submission shall be at least 21 days after issue of replies to pre-bid queries. | Please refer to SI. No. 1 of Addendum IV |
| 166 | Volume-III schedules, Schedule-B, clause 4.3 Cross sections. | | The typical cross sections provided are not clear and readable hence we request you to please provide us with cross section drawings which are clear and readable. | Please refer to SI. No. 10 and SI. No. 11 of Addendum IV |
| 167 | Volume-III schedules, Schedule-B, clause 4.3 Cross sections. | | It is mentioned that the location and design of the cross utility ducts, if required, shall be provided....Since this is a variable quantity as the locations are not clear now, we request you to consider this as a separate payable item or provide us the number of crossings as the width of the corridor is 72 m, the cost implications are too much. | No Change |

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| 168 | Volume-III schedules, Schedule-B, clause 4.8.2 cross drainage structures | | "A Provision of 20 box culverts shall be included in the scope of works, to be decided as per the site conditions during the project development period" Please provide us the size of the Box culvert to be considered | Please refer to the reply for query 86 |
| 169 | Volume-III schedules, Schedule-C, clause.2.1 Toll Plaza | | "Toll plaza are envisaged as per Schedule-D, even though the project highway Is proposed to be developed on DBFOT Annuity Basis "The Schedule-D refers Manual of Six laning, the manual mentions the toll plaza details but not whether a toll plaza required or not.PI. clarify whether the scope involves construction of toll plaza, if Yes, provide us the locations and numbers. | Please refer to the reply for query 95 |
| 170 | | | We understand that many Contractors are interested in participating the bid for the above project and we would like to bring to your notice about the exorbitant document price and its conditions. As per the prevailing practice of NHAI and other Road development corporations, document cost would normally be about Rs. 3 lakhs which needs to be paid during bid submission. Please revise the document fee as all BOT projects in India, like National Highways Authority of India to encourage more competition. | No Change in Document Cost |
| 171 | | | International Competitive Bidding Under Single Stage Bidding Process - As per Notification. Please Consider our request as 2< stage Bidding Process like any other BOT projects as RFQ and RFP in state PWD like Gujarat, Karnataka, Madhyapradesh etc. and all NHAI works . This Will reduce the time for opening of financial bid and also | No Change |
| 172 | Project Cost | | The Project cost seems to be very low, please let us know which year SSR has been used to estimate the Project cost, | Please refer to the reply for query 104 |

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| 173 | DCA, Clause 4.2 | | Damage for delay in fulfilment of Condition Precedent by Authority i.e. 0.1% of performance security for each day of delay is not sufficient considering that any delay in commencement of Construction activities have direct bearing on IDC as well as escalation of material which may be huge in comparison to the damage payable by Authority. | No Change. |
| 174 | DCA, Clause 5.1.4 | | Request Authority to provide current land acquisition status for the Project Highway. | Please refer to the reply for query 9 |
| 175 | DCA, Clause 10.3.2 | | Request Authority to provide current land acquisition status for the Project Highway. And, also request the Authority to provide balance land delivery schedule for the Project as it is required to be submitted to the Lender's Financial Close. Authority should also provide a schedule for handing over of balance length, and it cannot be kept open ended as the same shall have impact on IDC as well as construction cost after schedule completion works. | Please refer to the reply for query 9 |
| 176 | DCA, Clause 10.3.4 | | Damage for force majeure events should also be compensated separately. Compensations mentioned is not sufficient enough to meet the losses concessionaire will have to bear, due to increase in IDC and escalation of material we request you to compensate the same by extension of concession period, apart from the compensation as mentioned in the Concession Agreement. | No Change |
| 177 | DCA, Clause 11.1 | | Concessionaire shall assist the agency for construction of such diversion by deploying their resources. However, since such diversion shall be needed for the shifting of utilities, which is the responsibility of Authority only and as such the cost of diversion/land acquisition including legal proceedings should be borne by Authority. | No Change |

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| 178 | DCA, Clause 11.3.1 | | Clause is ambiguous and should be deleted. The responsibility should be of Authority only, as User are not at all concerned with the Progress of the Project and are not covered with any Agreement to pay any compensation/damages to Concessionaire for any delay in shifting of utilities. Otherwise please inform the logistics and methodology for compensation payment by User to Concessionaire as there is no mention in the agreement in this regards | No Change |
| 179 | DCA, Clause 11.4 | | Authority is in better position to obtain the necessary approval being a Govt. Organisation. However Concessionaire can assist the Authority in all possible manners for the same. We presume that the cost of felling of trees shall include disposal of the same and handing over of the trees to forest department/ Authority and cost of the same shall be borne by Authority. Please Clarify | Please refer to Sl. No. 5 of Addendum IV |
| 180 | DCA, Clause 12.3 (e) | | In case of any modification suggested by independent Engineer on the design and drawing submitted by Concessionaire resulting into design related defects/damage the liability and obligation of the concessionaire should be relaxed, and if any defects observed suggestion; the concessionaire shall not be made solely responsible. | No Change. Independent Engineer shall review the drawings, the final obligation lies with the Concessionaire |
| 181 | DCA, Clause 17.4.1(e) | | As the periodic maintenance is performance related the period/ interval of periodic maintenance cannot be fixed. | No Change |
| 182 | DCA, Clause 37.3.1 | | Request Authority to include Termination payment on account of Concessionaire Event of Default during the Construction Period as part or substantial part of the Project Assets shall be created based on the funding provided by the Lenders. | No Change |
| 183 | Schedule B, Clause 4.3 Cross Sections | | Request Authority to provide TCS for the Project Highway along with their schedules as same has not been provided by the Authority. Whereas in Annex - I, Clause 4.3, figure B1-B3 and Table BI is not clearly visible to interpret, kindly provide the same with clarity. | Please refer to Sl. No. 10 and Sl. No. 11 of Addendum IV |

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| 184 | Schedule B, Clause 4.8 Structures | | Request Authority to provide GAD's proposed Structures as same has not been provided by the Authority. | Bidders shall prepare GAD and get the necessary approvals |
| 185 | Schedule B, Annex I Clause 4.9.2 PUP | | Kindly provide vertical clearance for new vehicular underpasses. | Vertical clearance for new Vehicular Underpass shall be 5.5m |
| 186 | Schedule B, Annex I Clause 8.2 Utility Shifting and Removal of trees | | <p>As per DCA II Article 11, Clause 11.4 We presume that the cost of felling of trees shall include disposal of the same and handing over of the trees to forest department/ Authority and cost of the same shall be borne by Authority. Kindly clarify.</p> <p>For Utility Shifting, the Concessionaire shall assist the agency for construction of such diversion by deploying their resources. However, since such diversion shall be needed for the shifting of utilities, which is the responsibility of Authority only and as such the cost of diversion/land acquisition including legal proceedings should be borne by Authority. Kindly Clarify</p> | <p>Please refer Sl. No. 5 of Addendum IV.</p> <p>No Change.</p> |
| 187 | Schedule I, Tests, Clause 2.3 | | Kindly clarify, whether standardized roughometer shall or could be used to check Riding Quality of each lane of the carriageway for Test on Completion of Project Highway. | As per the IRC and applicable codal provisions |
| 188 | Structure Design | | Since the Project is DBFOT, we presume that the Concessionaire shall be allowed to submit their own designs for all the proposed project structures based on individual assessments, by any suitable method within codal provisions and specifications. Kindly clarify. | Yes, Concessionaire may submit their own design within codal provisions and specifications |
| 189 | Pavement design | | For strengthening of Existing carriageway whether concessionaire can adopt IRC 81-1997 irrespective of new design. Can the Concessionaire design the pavement based on AASHTO instead of IRC. | Project Corridor is a Greenfield corridor. Wherever strengthening of existing road is required IRC-81-1997 shall be adopted. |

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| 190 | Excise exemption for the Imported Machinery | | Please clarify whether the excise exemption shall be granted to the concessionaire or not. | No |
| 191 | Encroachment Details | | Kindly provide the encroachment details for project road. | In the land acquired by the Authority, there are no encroachments on the Project Highway |
| 192 | Forest Land & Clearance | | Kindly clarify whether any part of the Project Highway or any Project Facilities comes under the Forest Department/ Wildlife Centaury/Reserved Forest/Protected Forest/ Archaeological Survey of India and the status of the clearance for the same. | Please refer to the reply for query 10 |
| 193 | Sch B Table B-1 | 22 | Type of Road Cross Sections - Figure B-1 for entire stretch. Applicable chainages to be split. Kindly provide the split in the applicable chainages | Please refer Sl. No. 10 and Sl. No. 11 of Addendum IV |
| 194 | Sch B-CI 4.1 | 16 | "Provision of additional 20 culverts are included in the scope of works for which locations shall be finalized by concessionaire in discussion with IE and authority." "Provision for additional 3 PUPs shall be included in the scope for which location shall be finalized by concessionaire in discussion with IE and Authority." Please clarify if additional no. of culverts or PUPs if required at site would qualify for Change in scope provision? | Please refer to the reply for queries 83 & 84 |
| 195 | Sch - B (Annex I) Clause 4.5 | 22 | "Service roads, one each on the LHS and RHS of divided 6-lane C/W, for entire length of the project highway shall be designed and constructed " Please clarify if the service road is to be carried on major & minor bridges location. | Please refer to the reply for query 25 |
| 196 | Sch -B (Annex I) Clause 4.9.1 & 4.9.2 | 37 & 38 | In Table B-7 & Table B-8, the chainages of VUP & CUP at 15+620 & 26+000, are repeated. Kindly clarify and issue an addendum | Please refer Addendum II |
| 197 | Schedule -C | | The Concessionaire needs to construct toll plazas as envisaged in Schedule - D. Please clarify if the scope for Toll Plaza is limited to civil works only. If yes, please provide detailed specification for toll Plaza. | The scope of work for toll plaza is limited to civil works and as per the RFP document. Please refer to the reply for Query 95. Please refer to Sl. No. 12 of Addendum IV |

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| 198 | Sch D - Cl 1 | | The manual specifies the use of Fe 415 steel But as it is not available in the market, please clarify if we can use Fe 500 steel. | Fe 500 steel shall be used wherever applicable as per the provisions of RFP and with the approval of Independent Engineer/ Authority |
| 199 | | | From the site visit, we understand that there is a railway ROW stone placed within ORR ROW at km30+100, Kindly clarify as to what action will be taken by TNRDC, for the railway interference into the ROW of Chennai ORR Phase-II. | There are no railway crossings within the proposed ROW of the Project Highway |
| 200 | Article 10.3.5 | 32 | "For the avoidance of doubt, it is expressly agreed that Construction Works on all lands for which Right of Way is granted within 365 days of the Appointed Date shall be completed before the Project Completion Date." Please clarify that this may not be applicable for flyover/interchange, in case of delay in handing over of land. | No Change in the RFP document |
| 201 | Article 10 cl 10.4 | 33 | "It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site," This sentence is not acceptable. Kindly remove this sentence. | No Change. |
| 202 | Article 11 cl 11.2 | 35 | Shifting of obstructing utilities "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 "Kindly provide us a copy of the estimate for utility shifting, as this requires to be incorporated in our tender price. | Please refer to Sl. No. 4 of Addendum IV |
| 203 | | | Felling of trees:"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, Tamilnadu or any other agencies." Kindly provide us a copy of the estimate for tree cutting, as this requires to be incorporated in our tender price. | Please refer to the reply for Query 31 |

| Query No. | Clause Ref. | Page No. of Document | Query from the bidder | Clarifications |
|-----------|------------------------|----------------------|---|--|
| 204 | Article 17 cl 17.15 | 58 | "The Concessionaire shall co-operate with the Authority and its nominee/s or permitted agent/s or such other agency for placing the advertisement materials, hoardings or publicity materials on the Project Highway." We understand from the above that the Concessionaire shall not permit any advertisement within ROW, as that would create damage to project highway. Kindly remove the sentence. | No Change |
| 205 | Article 5 - Cl 5.2.2 | 16 | The Authority would ratify the agreements post execution if they are in consonance with the provisions of the Concession Agreement in case the drafts were inadvertently not submitted prior to execution. Kindly confirm | Authority has right but not an obligation to provide comments on the financing documents. Authority shall not ratify any financing documents post execution |
| 206 | Article 5-Cl 5.3.2 | 17 | The Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 have been repealed and hence, the reference should be replaced with 2011 Regulations. | Clause 5.3.2 already includes "or any statutory amendment thereof". No change required. |
| 207 | Article 7 - Cl 7.2 | 24 | (a) Does the Authority "have the right, power and authority to manage and operate the Project Highway up to the Appointed Date? (b) Does the Authority have a good and valid right to the Site and has power and authority to grant a license in respect thereto to the Concessionaire? | The Authority has a good and valid right to the Site |
| 208 | Article 10 - Cl 10.3.4 | 32 | The amount of Damages prescribed in case of delay is very less when compared to the adverse impact that will be suffered by the Concessionaire because of any such delay. Increase the amount to a reasonable figure. | No Change |
| 209 | Article 10 - Cl 10.4 | 33 | List of the existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises. Kindly provide | No additional information shall be provided. Bidders to make their own independent assessment |

| Query No. | Clause Ref. | Page No. of Document | Query from the bidder | Clarifications |
|-----------|------------------------|----------------------|--|---|
| 210 | Article 11 cl 11.1 | 35 | List of the respective entities owning any existing roads, right of way or utilities on, under or above the Site. Kindly provide | Please refer to Sl. No. 4 of Addendum IV |
| 211 | Article 17 cl 17.10.1 | 57 | What constitutes a 'material breach of obligations' in this regard? Kindly Specify | The term "material" is a generic term and has been interrelated by court of law in various ways in different circumstances. Therefore, no specific definition is required. |
| 212 | Article 41 & 48 | 112 & 134 | The term 'Change in Law' should be defined so as to include any change in local/national traffic regulations. Kindly Amend | The definition of "Change in Law" already includes any new Indian Law. No change required. |
| 213 | Article 44 - Cl 44.2 | 120 | The title heading to the clause states 'Conciliation' however, the text of the clause refers to 'Mediation'. There is confusion/ambiguity as to which process is to be followed as the two terms cannot be used interchangeably. There should be clear reference to only one method of dispute resolution. Kindly amend. | Though the heading only refers to Conciliation, the Clause refers to mediation and conciliation both, which is also evident from Clause 44.3. No Change required. |
| 214 | Article 44 - Cl 44.3,2 | 120 | Having a panel/board of three arbitrators would result in high cost of dispute resolution. In order to keep the costs low, the panel/board should consist of a sole arbitrator. The ICADR Arbitration Rules, 1996 also provide for a sole arbitrator as a default first choice in case of no agreement to the contrary. Kindly amend | No Change |