

“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 ” (“Project”)

Pre – Bid Meeting held on November 19, 2012 (at 16:00 hrs), Venue- Conference Hall, TNRDC, Sindhur Panthion Plaza, 2nd Floor, 346, Pantheon Road, Egmore, Chennai - 600 008, Tamil Nadu, India

RESPONSE TO PRE – BID QUERIES

SR. NO	CLAUSE NO. & SECTION	PAGE NO	ORIGINAL CLAUSE IN THE TENDER	CLARIFICATION / SUGGESTION BY BIDDER	RESPONSE BY THE AUTHORITY
1	DCA Cl. No. 6	20	Obligations of The Authority	Kindly clarify on the status of Land Acquisition for the project.	It is clarified that almost 93% of the private land has been acquired. The acquisition of the land belonging to the government agencies is in process. It is further clarified that Land will be handed over to the concessionaire as per the terms of RFP document.
2	DCA Cl. No. 10.3.4	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 366th (Three hundred and Sixty Sixth) day of the Appointed Date and until such Right of Way is procured	Requesting you to modify as from the 91st days from the appointment date as per NHAI MCA instead of 366th (Three hundred and Sixty Sixth) day of the Appointed Date	No change. The conditions of the RFP document prevail.
3	DCA Cl. No. 10.3.5	32	Upon receiving Right of Way in respect of any land included in the Appendix, the Concessionaire shall complete the Construction Works thereon within a reasonable period to be determined by the Independent Engineer in accordance with Good Industry Practice; provided that the issue of Provisional Certificate shall not be affected or delayed on account of vacant access to any part of the Site not being granted to the Concessionaire or any construction on such part of the Site remaining incomplete on the date of Tests on account of the delay or denial of such access thereto. For the avoidance of doubt, it is expressly agreed that Construction Works on all lands for which Right of Way is granted within 365 (three hundred and sixty five) days of the Appointed Date shall be completed before the Project Completion Date.	Requesting you to modify as 90 days from the appointment date as per NHAI MCA instead of 365 (three hundred and sixty five) days of the Appointed Date	No change. The conditions of the RFP document prevail.
4	DCA Cl. No. 11.4	36	Felling of trees	Kindly provide the number of Trees to be cut and Permissions status	It is clarified that the Bidders have to carry out their own due diligence and make their own assessment on the number of trees to be cut.
5	DCA Cl. No. 16.6.1	50	Reduction in Scope of the Project If the Concessionaire shall have failed to complete any Construction Works on account of Force Majeure or for reasons solely attributable to the Authority, the Authority may, in its discretion, require the Concessionaire to pay 95% (ninety five percent) of the sum saved there from, and upon such payment to the Authority, the obligations of the Concessionaire in respect of such works shall be deemed to have been fulfilled. In the event of a dispute under this Clause, the Dispute Resolution Procedure shall apply.	Requesting you to replace 95% (ninety five percent) of the sum saved as 80% of the sum saved as per NHAI MCA	No change. The conditions of the RFP document prevail.

6	DCA Cl. No. 24.1.3	69	<p>In case Financial Close is not achieved due to the requirement of environment clearance for the Project from Ministry of Environment and Forest (MoEF), the Concessionaire shall inform the Authority/ TNRDC by way of notice .</p> <p><i>The Authority/ TNRDC shall be responsible to get environment clearance and after getting that clearance the Authority/ TNRDC shall inform to the Concessionaire by way of notice. The Concessionaire shall, from the date of issue of notice (upon receipt of environment clearance) by the Authority/ TNRDC, achieve Financial Close within such days as remaining (out of 180 days) on the date of receipt of notice (about the need for environment clearance) by the Authority/ TNRDC. Further extension and damages would be applicable as per clause 2.4.1.1</i></p>	<p>For achieving financial close lenders may require Environment clearance, so requesting authority to amend the period of 180 days shall start upon receipt of Environment clearance from Authority.</p> <p><i>Further extension and damages would be applicable as per clause 2.4.1.1, we have not found the clause no 2.4.1.1</i> Pl. clarify.</p>	<p>It is clarified that at present environmental clearance is not applicable for the project however in case such clearance is required, the Concessionaire shall inform the Authority/ TNRDC by way of notice in case Financial Close is not achieved due to the requirement of environment clearance for the Project from Ministry of Environment and Forest (MoEF).</p> <p>For revision in the Clause 24.1.3 of Volume II of the RFP Document - Please refer the amendment in the Addendum -I.</p>
7	Schedule B, Figure B-1	19	TCS	<p>The figure B-1 is not readable, Kindly provide readable TCS with dimensions.</p> <p>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.</p>	<p>It is clarified that a readable format (Autocad drawing) will be uploaded in the website www.tnrdc.com along with the Addendum.</p> <p>Further it is clarified that, at present no spillover of the Project is envisaged by the Authority in the PTC corridor. However, the Authority may allow the concessionaire to construct embankment spill into the PTC to a height of 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.</p> <p>The Bidders have to carry out their own due diligence and make their own assessment of the design requirements.</p>
8	Schedule B, Cl. No. 4.6.2	21	<p>Pavement composition The pavement composition for the main carriageway shall be designed as per IRC: 37-2001. The concessionaire shall design the pavement for design life of 20 years with minimum of 100msa (Million Standard Axles) and should be designed for a minimum CBR of 6% (Soaked CBR). The pavement composition shall be reviewed and approved by IE and Authority prior to the execution.</p>	<p>As the project is proposed to be developed on DBFOT basis, hence concessionaire shall be allowed to design the composition for the main carriageway as per IRC SP 87-2010.</p>	<p>It is clarified that as per the provisions of the Article 5 of Volume II – Draft Concession Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertakes the design, engineering, procurement, construction, operation and maintenance of the Project Highway and observe, fulfill, comply with and perform all its obligations set out in this Agreement.</p> <p>It is further clarified that Bidder shall be allowed to design the pavement as per IRC SP 87-2010, wherever applicable.</p>

9	Schedule B, Cl. No. 4.6.4	21	<p>Pavement Composition for Service Road The pavement composition for service roads shall be designed as per IRC: 37-2001. The concessionaire shall design the pavement for design life of 20 years and design MSA shall be 10 MSA (Million Standard Axles) and should be designed for a minimum CBR of 6% (Soaked CBR)</p>	As the project is proposed to be developed on DBFOT basis, hence concessionaire shall be allowed to design the composition for service road as per IRC SP 87-2010.	Please refer to response state in point no. 8 above.												
10	Schedule B, Cl. No. 4.8.1	26	<p>Major and Minor Bridges</p>	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	It is clarified that Service roads have to be provided for the entire length and Major and Minor bridges are also to be constructed accordingly for the continuity of Service roads.												
11	Schedule B, Cl. No. 4.8.2	26	<p>Cross Drainage Structures</p>	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 span arrangement and typical drawings of the culvert shall be provided.	<p>It is clarified that 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.</p> <p>It is further clarified that the Bidders shall make their own assessment of the span arrangement as per the site requirements and as per specifications.</p>												
12	Schedule B, Cl. No. 4.8.3	32	<p>Grade Separators</p> <p>Table B-6 (A) List of Interchange / Flyover Locations</p> <table border="1"> <thead> <tr> <th>Sr. no</th> <th>Chainage</th> <th>Type of Structure</th> <th>Minimum Vertical Clearance (m)</th> <th>Type of Major intersection</th> <th>Span Arrangement</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>18+420</td> <td>Full cloverleaf Interchange</td> <td>5.5</td> <td>NH-5 (Chennai-Kolkata Highway)</td> <td>4 x 20 + 2 x 30 + 4 x 20 with 17 m wide deck for obligatory and adjoining spans on the clover leaf portions. Clover leaf and balance ramps shall be with RE wall with necessary openings by providing VUP /PUP.</td> </tr> </tbody> </table>	Sr. no	Chainage	Type of Structure	Minimum Vertical Clearance (m)	Type of Major intersection	Span Arrangement	1	18+420	Full cloverleaf Interchange	5.5	NH-5 (Chennai-Kolkata Highway)	4 x 20 + 2 x 30 + 4 x 20 with 17 m wide deck for obligatory and adjoining spans on the clover leaf portions. Clover leaf and balance ramps shall be with RE wall with necessary openings by providing VUP /PUP.	<p>Kindly provide the details of cross section of Cloverleaf at interchange.</p> <p>Clarify the location and number of VUP/PUP provided at opening of RE wall.</p> <p>Confirm the deck width of 17m is for one side or it shall be as 2X8.5m for both side.</p> <p>Also clarify the width of cloverleaf portion.</p>	<p>It is clarified that the Bidders have to conduct due diligence and make their own assessment of the design specifications.</p> <p>The locations for VUP/PUP at interchange shall be finalized by Concessionaire in discussion with IE and Authority as per the site requirements and as per Applicable Permits.</p> <p>It is further clarified that the deck width of 17m shall be as 2X8.5m for both side.</p>
Sr. no	Chainage	Type of Structure	Minimum Vertical Clearance (m)	Type of Major intersection	Span Arrangement												
1	18+420	Full cloverleaf Interchange	5.5	NH-5 (Chennai-Kolkata Highway)	4 x 20 + 2 x 30 + 4 x 20 with 17 m wide deck for obligatory and adjoining spans on the clover leaf portions. Clover leaf and balance ramps shall be with RE wall with necessary openings by providing VUP /PUP.												

13	Schedule B, Cl. No. 4.8.3	32	<p>Table B-6 (B)</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Chainage</th> <th>Type of Structure</th> <th>Span Arrangement (m)</th> <th>Road Connectivity</th> <th>Minimum Vertical Clearance (m)</th> <th>Width (m)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>16+160</td> <td>Flyover</td> <td>2 x 20 +1 x 30</td> <td>Thiruvallur-Redhills (SH114)</td> <td>5.5</td> <td>13.5</td> </tr> </tbody> </table>	S. No.	Chainage	Type of Structure	Span Arrangement (m)	Road Connectivity	Minimum Vertical Clearance (m)	Width (m)	1	16+160	Flyover	2 x 20 +1 x 30	Thiruvallur-Redhills (SH114)	5.5	13.5	In figure B6 the typical layout of Cloverleaf is shown, So you are requested to kindly provide the detail layout and cross section for Flyover.	It is clarified that the Bidders have to conduct due diligence and make their own assessment of the design specifications as per the site requirements and as per Applicable Permits.
S. No.	Chainage	Type of Structure	Span Arrangement (m)	Road Connectivity	Minimum Vertical Clearance (m)	Width (m)													
1	16+160	Flyover	2 x 20 +1 x 30	Thiruvallur-Redhills (SH114)	5.5	13.5													
14	Schedule B, Cl. No. 4.8.3	34	Figure B-7: Typical Layout of Busbay	Drawings are not clear and legible, request to provide drawings in reliable format	It is clarified that a readable format (Autocad drawing) will be uploaded in the website www.tnrdc.com along with the Addendum .														
15	Schedule B, Cl. No. 4.9.2 Schedule C, Cl. No. 2.5	36	<p>Pedestrian Underpasses Table B-8 List of PUP's Locations</p> <p>Pedestrian Facilities - pedestrian markings The Concessionaire shall provide minimum of 17 pedestrian underpasses as specified in Schedule -B conforming to Standards set forth in Schedule D.</p>	<p>Kindly provide the proposed width and clear height of pedestrian underpass.</p> <p>As per Table B-8 the PUP nos are 11+3 and in schedule C, Cl. No. 2.5 the minimum 17 PUP's shall be provided by concessionaire.</p> <p>There is contradiction between numbers of PUP's to be provided by the concessionaire. Pl. Clarify whether total nos of PUP are 14 or 17.</p>	<p>It is clarified that the proposed width and clear height of the pedestrian underpass has been provided in table B – 8 of Clause 4.9.2 of Schedule B in Volume III of the RFP Document.</p> <p>For revision in the Clause 2.5 of Schedule C of Volume III of the RFP Document - Please Refer amendment in the Addendum -I.</p>														
16	Schedule B, Cl. No. 8.2	40	<p>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. The costs towards the same be borne by the concessionaire. The costs shall be based on estimates prepared by the respective Departments / Agencies as per the respective Schedule of Rates, applicable.</p>	For the correct assessment of cost please provide the details of utilities to be shifted along the project highway.	It is clarified that the Bidders have to conduct due diligence and make their own assessment of the design specifications including the Utility shifting and removal of trees as per the site requirements and as per Applicable Permits.														
17	Schedule B, Cl. No. 8.2	41	<p>Clearances to be Obtained The Concessionaire shall obtain all necessary clearances from all the concerned authorities required for implementing the project.</p>	Whether Concessionaire is required to take any additional clearances other than schedule E, Please clarify.	It is clarified that the list of clearances set out in Schedule E is indicative list and the Concessionaire shall obtain all necessary clearances from all the concerned authorities required for implementing the project as per Applicable Laws and Applicable Permits.														
18	Schedule C, Cl. No. 2.6	44	<p>Lighting Lighting shall be provided by the Concessionaire along the <i>entire length of</i> the Project Highway, as specified in Schedule D.</p>	The Concessionaire shall be allowed to design the lighting as per applicable six laning manual.	It is clarified that the lighting for the entire length, the Bidders have to conduct due diligence and make their own assessment of the design specifications including the lighting requirements as per Applicable Permits.														
19	Schedule D, Cl. No. 1	48	<p>Manual of Specifications and Standards to apply 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.</p>	The statements in the Para 1/2 and Para 3 of schedule D are contradictory to each other. Please clarify whether IRC SP 87-2010 will be applicable for the project highway or not.	<p>It is clarified that the Bidders have to conduct due diligence and make their own assessment of the design specifications as per Applicable Permits.</p> <p>For avoidance of doubt, in addition to the other</p>														

			<p>While the Manual of Specifications and Standards for Six Laning is mainly for six laning of existing four lane highways, the manual also provides for green field six laning projects.</p> <p>The Project Highway is a Greenfield Six lane alignment. The provisions in the manual specifically relevant for widening and up gradation of existing four lanes highways to six lanes, are not relevant for the Project Highway, and shall not be applicable.</p>		<p>standard specifications, the Concessionaire shall also comply to the provisions of both IRC SP 87 - 2010: "Manual of Specifications and Standards for Six Laning of Highways through Public Private Partnership and IRC SP 37 - 2008, wherever applicable.</p>												
20	Schedule I, Cl. No. 3.3	66	<p>Riding quality Test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be [1,800 (one thousand and eight hundred)] mm for each kilometre.</p>	<p>Allowable roughness index values during construction completion shall be 2000 mm for each kilometer instead of 1800 mm</p>	<p>It is clarified that the Bidders have to conduct due diligence and make their own assessment of the design specifications as per Applicable Permits.</p> <p>For revision in the Clause 3.3 of Schedule I of Volume III of the RFP Document - Please refer the amendment in the Addendum -I.</p>												
21	Schedule I, Cl. No. 7	68	<p>Riding Quality Test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be 2,000 (two thousand) mm for each kilometre.</p>	<p>Allowable roughness index values during maintenance period shall be 2500 mm for each kilometer instead of 2000 mm</p>	<p>It is clarified that the Bidders have to conduct due diligence and make their own assessment of the design specifications as per Applicable Permits.</p> <p>For revision in the Clause 7 of Schedule I of Volume III of the RFP Document - Please refer the amendment in the Addendum -I.</p>												
22	Schedule K, Annex (II)	77	<p>Lane Availability</p> <table border="1"> <thead> <tr> <th>Item</th> <th>Number of total lane sections – hrs available</th> <th>Assured availability – minimum time for which lane sections are</th> </tr> </thead> <tbody> <tr> <td>Assured Lane Availability</td> <td>Lane section = [Project Highway length (m) x number of lanes] / 250 (m) Hours available = days in an Annuity Payment Period x 24</td> <td>[] Lane section – hrs</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Item</th> <th>Service Level</th> <th>Measurement/ Detection</th> </tr> </thead> <tbody> <tr> <td>Assured Availability</td> <td>The availability of Carriageway assured by the Concessionaire for each Annuity Payment</td> <td>Monthly Report / IE Monthly Inspection Report / IE Routine inspection</td> </tr> </tbody> </table>	Item	Number of total lane sections – hrs available	Assured availability – minimum time for which lane sections are	Assured Lane Availability	Lane section = [Project Highway length (m) x number of lanes] / 250 (m) Hours available = days in an Annuity Payment Period x 24	[] Lane section – hrs	Item	Service Level	Measurement/ Detection	Assured Availability	The availability of Carriageway assured by the Concessionaire for each Annuity Payment	Monthly Report / IE Monthly Inspection Report / IE Routine inspection	<p>The details mentioned in the Schedule K is not understandable, Kindly explain with illustrative example the following terms.</p> <ol style="list-style-type: none"> 1. Lane Section 2. Assured Lane Availability 3. Assured Availability 4. Hours Availability 5. Actual Lane Availability 	<p>No Change. The Conditions of the RFP Document prevail.</p> <p>The details provided in the RFP Document are self explanatory.</p>
Item	Number of total lane sections – hrs available	Assured availability – minimum time for which lane sections are															
Assured Lane Availability	Lane section = [Project Highway length (m) x number of lanes] / 250 (m) Hours available = days in an Annuity Payment Period x 24	[] Lane section – hrs															
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			Period, computed as under: Assured Lane Availability = Number of lanes X Lane sections X 24 (hours) X Actual number of days in the relevant Annuity Payment Period X [98%] (Lane sections = Length of lane / 250m)														
23	General			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.	<p>Please refer to response in point (1) above with regards to acquisition of land.</p> <p>It is clarified that the borrow earth mining has been stopped on the alignment. However, after the handover of the ROW to the Concessionaire, the Concessionaire would have to notify the IE and the Authority in case such mining is identified along the alignment.</p> <p>It is further clarified that the Bidders have to carry out the due diligence make their own assessment on the cost to be incurred towards the large fill areas and the same would have to be accounted in their estimation of the Project cost.</p>												
24	DCA Cl. No 48	134	Definition: Bid Security Means the security provided by the selected bidder / consortium to the Authority along with the Bid in a sum of Rs. 9.40 crores (Rs. Nine Crores Forty Lakhs only)	There is contradiction between this Clause and RFP Vol 1 Clause no. 1.2.4. Please correct the same. We understand the Bid Security is Rs. 9.86 crores	Please refer the amendment in the Addendum -I..												
25	DCA Cl. No 48	146	Definition: Total Project Cost (c) a sum of Rs. 940 crores (Rupees Nine Hundred and Forty Crores only)	There is a contradiction between this clause and RFP Volume I Clause no 1.1.1. Please correct the same. We understand the TPC is Rs. 985.54 crores.	Please refer the amendment in the Addendum -I.												
26	Schedule B Clause No 8.3	40	Encroachment Removal Encroachment if any, within the acquired ROW, shall be removed by the Concessionaire at its own cost. Authority will provide administrative support in removal of the encroachment.	Along with the administrative support in removal of the encroachment the Authority shall also reimburse the 100% cost for removal of encroachment to the Concessionaire.	No change. The conditions of the RFP document prevail.												
27	Schedule C Clause No 2.1	43	Toll Plaza: Toll plaza are envisaged as per Schedule D, even though the Project Highway is proposed to be developed on DBFOT Annuity basis. <table border="1"> <thead> <tr> <th>Sr.No</th> <th>Tolling Sections</th> <th>Tolling</th> <th>Location</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Pattabiram - Padiyanallur</td> <td>18.50</td> <td>Check toll plaza ch 18+400 at NH-5, 2+2 lanes</td> </tr> <tr> <td>2</td> <td>Padiyanallur – Minjur</td> <td>12.00</td> <td>Ch 27+500 8+2+2 lanes</td> </tr> </tbody> </table>	Sr.No	Tolling Sections	Tolling	Location	1	Pattabiram - Padiyanallur	18.50	Check toll plaza ch 18+400 at NH-5, 2+2 lanes	2	Padiyanallur – Minjur	12.00	Ch 27+500 8+2+2 lanes	Since the project is to be developed on DBFOT basis, the freedom for designing the toll plaza shall be given to the Concessionaire in accordance with the six laning manual IRC SP 87 – 2010.	<p>It is clarified that the Bidders have to conduct due diligence and make their own assessment of the design specifications as per Applicable Permits.</p> <p>For avoidance of doubt IRC SP 87 – 2010 shall be used wherever applicable as per the Applicable Permits.</p>
Sr.No	Tolling Sections	Tolling	Location														
1	Pattabiram - Padiyanallur	18.50	Check toll plaza ch 18+400 at NH-5, 2+2 lanes														
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