

RFP FOR MOVEMENT OF 3MMT OF IMPORTED COAL PER ANNUM FOR A PERIOD OF 10 YEARS THROUGH INLAND WATERWAYS TO NTPC POWER PROJECT LOCATED AT BARH, BIHAR

CORRIGENDUM TO THE REQUEST FOR PROPOSAL DOCUMENT

The following corrigendum's are hereby incorporated as part of Request for Proposal , (the "RFP"), issued in relation to Movement of 3 MMPTA of Imported Coal for a Period of 10 Years through Inland Waterway to Barh STPP and the RFP shall stand modified and amended accordingly.

S.NO	Document ref (indicate ITB/ TPA/ CTA)	Clause/ Article No.	Corrigendum: The revised Clause / Article to be read as
Information to Bidders (Volume I, RFP)			
1.	Information to Bidders (Volume I, RFP)	Clause 1.1.12 (j) Page no. 15 of ITB	<p>The following Article Complete on board stevedoring for discharge of coal from Ocean Going Vessel to Vessels and ensure a minimum unloading rate of 12000 Metric Tonne PDPRWWDSHINC (Per Day Pro-rata Working Weather Day Sunday Holiday Included). All expenses and cost with respect to wharfage, anchorage and tug charges, pilotage, mooring, fenders if any at the Transfer Point shall be borne by Operator</p> <p>Is replaced with Complete on board stevedoring for discharge of coal from Ocean Going Vessel to Vessels and ensure a minimum unloading rate of 12000 Metric Tonne PDPRWWDSHINC (Per Day Pro-rata Working Weather Day Sunday Holiday Included). All expenses and cost with respect to wharfage, Berth Hire Charges/ anchorage, tug charges, Pilotage & Towage, mooring, fenders, Storage charge etc at the Transfer Point shall be borne by Operator (CTA).</p>
2.	Information to Bidders	Clause 1.3, Page	In Clause 1.3, the date "23 rd January 2015" is replaced by "21 st May 2015".

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	(Volume I, RFP)	21	
Draft Tripartite Agreement (Volume II, RFP)			
3.	Draft Tripartite Agreement (Volume II RFP)	Article 1.1 Definition, Page 11	The following phrase in Definition of Project Requirement (i) midstream unloading of coal from Ocean Going Vessel is replaced with (i) unloading of coal from Ocean Going Vessel
4.	Draft Tripartite Agreement (Volume II RFP)	Article 1.2 (b) (xvi) Principle of Interpretation, Page 14	Word “IWAI” is replaced with “NTPC/IWAI”
5.	Draft Tripartite Agreement (Volume II RFP)	Article 2.2 (b) (x), Page 18	The following Article Complete on board stevedoring for discharge of coal from Ocean Going Vessel to Vessels and ensure a minimum unloading rate of 12000 Metric Tonne PDPRWWDSHINC (Per Day Pro-rata Working Weather Day Sunday Holiday Included). All expenses and cost with respect to wharfage, anchorage and tug charges, pilotage, mooring, fenders if any at the Transfer Point shall be borne by Operator Is replaced with Complete on board stevedoring for discharge of coal from Ocean Going Vessel to Vessels and ensure a minimum unloading rate of 12000 Metric Tonne PDPRWWDSHINC (Per Day Pro-rata Working Weather Day Sunday Holiday

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			Included). All expenses and cost with respect to wharfage, Berth Hire Charges/ anchorage, tug charges, pilotage & Towage, mooring, fenders, Storage charge etc at the Transfer Point shall be borne by Operator (CTA).
6.	Draft Tripartite Agreement (Volume II RFP)	Article 5.2 (f), Page 25	Word “IWAI” is replaced with “NTPC/IWAI”
7.	Draft Tripartite Agreement (Volume II RFP)	Article 6.1 (a) (xiii), Page no. 29	The following phrase in the table Wharfage charges levied by KoPT/Concerned port authority Is replaced with Wharfage charges levied by KoPT
8.	Draft Tripartite Agreement (Volume II RFP)	Article 6.1 (c) (xviii), Page 33	The following Article Operator shall be responsible for the safe berthing of the Ocean Going Vessel alongside Transshipment Infrastructure and all incidental charges relating thereto, like wharfage on coal, anchorage including Tug charges, pilotage, mooring if any shall be on account of Operator. All other expenses not specified and incidental to transshipment and IWT movement to be paid by operator. All charges related to coal or mother vessel to be paid by ICS. Is replaced with Operator shall be responsible for the safe berthing of the Ocean Going Vessel alongside Transshipment Infrastructure and all incidental charges relating thereto, like wharfage on coal, Berth Hire Charges/ anchorage, tug charges,

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			<p>pilotage & Towage, mooring, fenders, Storage charge etc shall be on account of Operator.</p> <p>All other expenses not specified and incidental to Transfer Point and IWT movement to be paid by Operator (CTA). ICS to pay Port Dues and Light Dues</p>
9.	Draft Tripartite Agreement (Volume II RFP)	Article 6.1 (c) (xvii), Page 33	<p>The following Article</p> <p>“Intimate NTPC at least 3 months in advance for carrying out any preventive maintenance of the Transshipment Infrastructure. During the period of preventive maintenance Operator may carry out the operations with alternative arrangements.”</p> <p>Is replaced with</p> <p>“Intimate NTPC at least 3 months in advance for carrying out any preventive maintenance of the Transshipment Infrastructure. During the period of preventive maintenance of Transshipment Infrastructure Operator may consider alternative arrangements in agreement with ICS at no additional cost to NTPC.”</p>
Draft Coal Transportation Agreement (Schedule I, RFP)			
10.	Draft Coal Transportation Agreement (Volume-II RFP-Schedule-I)	Article 4.1 (a) (viii), Page 109	<p>The following Article 4.1 (a) (viii)</p> <p>“Coal Transportation Agency shall make requisite arrangement for Coal unloading and storage at the Transfer Point in case of breakdown of Transshipment Infrastructure/ routine and preventive repairs of Transshipment Infrastructure or non-availability of NW-1 or any part thereof due to Force Majeure.”</p>

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			<p>Is replaced with</p> <p>“Coal Transportation Agency shall make requisite arrangement in agreement with ICS at no additional cost to NTPC for coal unloading and storage at the transfer point in case of breakdown of Transshipment/routine and preventive repairs of Transshipment Infrastructure”</p>
11.	Draft Coal Transportation Agreement (Volume-II RFP-Schedule-I)	Article 4.1 (a) (xi), Page 110	<p>The following Article</p> <p>CTA shall be responsible for the safe berthing of the Ocean Going Vessel alongside the Transshipment Infrastructure and all incidental charges relating thereto, like wharfage on coal, anchorage including Tug charges, pilotage, mooring etc if any, shall be on account of CTA.</p> <p>Is replaced with</p> <p>CTA shall be responsible for the safe berthing of the Ocean Going Vessel alongside the Transshipment Infrastructure and all incidental charges relating thereto, like wharfage on coal, Berth Hire Charges/ anchorage, tug charges, pilotage & Towage, mooring, fenders, Storage charge etc shall be on account of CTA.</p> <p>All other expenses not specified and incidental to Transfer Point and IWT movement to be paid by CTA</p>
12.	Draft Coal Transportation Agreement (Volume-II RFP-Schedule-I)	Article 4.1 (b) (iv), Page 110	<p>The following Article</p> <p>Complete onboard stevedoring for unloading of Coal into vessels and to ensure a minimum unloading rate of 12,000 Metric Tonne PDPRWWDSHINC basis. CTA shall be responsible for all the cost and expenses related to wharfage,</p>

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			<p>anchorage and tug charges, pilotage, mooring etc if any at Transfer Point.</p> <p>Is replaced with</p> <p>Complete onboard stevedoring for unloading of Coal into vessels and to ensure a minimum unloading rate of 12,000 Metric Tonne PDPRWWD SHINC basis. CTA shall be responsible for all the cost and expenses related to wharfage, Berth Hire Charges/ anchorage, tug charges, pilotage & Towage, mooring, fenders, Storage charge etc at Transfer Point.</p>
13.	Draft Coal Transportation Agreement (Volume-II RFP-Schedule-I)	Article 4.1 (c) (iv), Page 111	<p>The following Article</p> <p>Imported Coal Supplier shall arrange for the Ocean Going Vessel to bear and to pay all port dues/charges (except wharfage on coal, anchorage, Tugs charges, Pilotage, Mooring etc at Transfer Point), tonnage dues, light dues, and other taxes, assessments and charges which are customarily payable at the Indian Port(s) of unloading on or with respect to the vessel(s), including customs duty.</p> <p>Is replaced with</p> <p>Imported Coal Supplier shall arrange for the Ocean Going Vessel to bear and to pay Port Dues and Light Dues which are customarily payable at the Indian Port(s) of unloading on or with respect to the vessel(s), including customs duty.</p> <p>Port Dues shall be payable as per actual Scale of Rates (SOR) of Kolkata Port Trust (KoPT)/Paradip Port Trust (PPT) as the case may be. In case the transfer point is not under jurisdiction of KoPT/PPT, Port dues shall be payable at actual limited to KoPT SOR. For avoidance of doubt any amount over and above such rate shall be borne by CTA. Any other charge if payable at transfer</p>

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			point shall be borne by CTA.
14.	Draft Coal Transportation Agreement (Volume-II RFP-Schedule-I)	Article 4.1 (c) (vi), Page no. 112 and Article 8.1 (c) Page no. 124	The following phrase in the table Wharfage charges levied by KoPT/Concerned port authority Is replaced with Wharfage charges levied by KoPT
15.	Draft Coal Transportation Agreement (Volume-II RFP-Schedule-I)	Article 6.2 (a) (iii) Page no 114	The following Article 6.2 (a) (iii) “CTA to achieve agreed average unloading rate. In the event CTA fails to achieve the same and demurrage incurred, such demurrage will be deducted from the payment of CTA, and applicable Customs duty and taxes etc on such demurrage will also be to the CTA’s account. In event lay time is saved and dispatch earned such dispatch will be paid in full to CTA. Any taxes / duties on such settlement or dispatch/demurrage shall be to the account of CTA.” Is replaced with “CTA to achieve agreed average unloading rate. In the event CTA fails to achieve the same and demurrage incurred, such demurrage will be deducted from the payment of CTA, and applicable Customs duty and taxes etc if any on such demurrage will also be to the CTA’s account. In event lay time is saved and dispatch earned such dispatch will be paid in full to CTA including any taxes and duties if any”

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16.	Draft Coal Transportation Agreement (Volume-II RFP-Schedule-I)	Article 6.2 (a) (v) Page no 114	<p>The following Article 6.2 (a) (v)</p> <p>“NOTICES: Arrival Notices of the Ocean Going Vessel at Transfer Point shall be provided by the ICS to CTA at least 15/10/5/3/2/1 days in advance along with description of the nominated Ocean Going Vessel. ICS shall keep gap of minimum 6 (six) days between arrivals of two Ocean Going Vessels carrying Coal at Transfer Point nominated by CTA.”</p> <p>Is replaced with</p> <p>“NOTICES: Arrival Notices of the Ocean Going Vessel at Transfer Point shall be provided by the ICS to CTA at least 15/10/5/3/2/1 days in advance along with description of the nominated Ocean Going Vessel. ICS shall keep gap of minimum ----- between arrivals of two Ocean Going Vessels carrying Coal at Transfer Point nominated by CTA”</p>
17.	Draft Coal Transportation Agreement (Volume-II RFP-Schedule-I)	Article 6.2 (a) (vii) Page 114	<p>The following Article</p> <p>“ICS shall arrange for the vessel to bear and to pay all port dues/charges (except unloading charges wharfage, anchorage, Tugs Charges, pilotage, Mooring at Transfer Point, if any), tonnage dues, light dues, and other taxes, assessments and charges which are customarily payable at the Indian Port(s) of unloading on or with respect to the vessel(s);</p> <p>Is replaced with</p> <p>Imported Coal Supplier shall arrange for the Ocean Going Vessel to bear and to pay port dues and light dues which are customarily payable at the Indian Port(s)</p>

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			<p>of unloading on or with respect to the vessel(s), including customs duty. Port Dues shall be payable as per actual Scale of Rates (SOR) of Kolkata Port Trust (KoPT)/Paradip Port Trust (PPT) as the case may be. In case the transfer point is not under jurisdiction of KoPT/PPT, Port dues shall be payable at actual limited to KoPT SOR. For avoidance of doubt any amount over and above such rate shall be borne by CTA.</p> <p>Any other charge if payable at transfer point shall be borne by CTA.</p>
18.	Draft Coal Transportation Agreement (Volume-II RFP-Schedule-I)	Article 8.1 (a) Fuel Price Escalation Page 123	The word “Haldia” is replaced with “Kolkata”
19.	Draft Coal Transportation Agreement (Volume-II RFP-Schedule-I)	Article 9.1 (b) Page 125	<p>The following Article 9.1 (b)</p> <p>In case of any delay in unloading of Coal from the Ocean Going Vessel, the CTA shall be liable to pay demurrage as specified in this Agreement.</p> <p>Is replaced with</p> <p>In case of any delay in unloading of Coal from the Ocean Going Vessel for the reasons attributable to the Operator, the CTA shall be liable to pay demurrage as specified in this Agreement</p>