

**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**

**Replies to Pre-Bid Meeting Queries**

The replies to queries raised by the applicants at the Pre-Bid Meeting held at NTPC, Barh, Patna on 12<sup>th</sup> January, 2015 are provided below. Bidders are requested to refer to these replies, clarifications, modifications and corrigendum in the RFP document before submitting their applications.

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
1.	Article 3.1 (b) Page 20 of the Draft Tripartite Agreement	Article 3.1 (b) Page 20 of the Draft Tripartite Agreement	NTPC to define timeline to issue notification regarding land acquisition along with timely payments to land owners. Time period of 3 years which is being given as construction period to start from the date when NTPC issues Leave and License agreement to operator after land acquisition	Refer Article 3.1 (b) (ii) and 3.2 (b) & (c) of the Draft Tripartite Agreement Refer Schedule D: Project Milestone of the Draft Tripartite Agreement  RFP condition remains unchanged
2.			IWAI to confirm that it has undertaken clearance from MoEF for use of river channel for movement of barges and carriage of coal. Also it is to be confirmed that IWAI shall provide navigable Right of	There is no restriction of movement of cargo vessel on National Waterway-1. Currently both cargo and passenger vessels are plying on NW-1. Further refer clause 1.1.3 of the ITB- IWAI has already initiated

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			Way with special consideration for marine sanctuary and fishing zones for movement of barges	the process of engagement of consultants for conducting comprehensive EIA/SIA/EMP/RAP study under the World Bank assisted Jal Marg Vikas project. The report is expected to be available by the end of 2015.
3.			Consent to Establish/ consent to operate or any other clearance required to be taken for Unloading facility at Barh should be made part of Environment Impact Analysis (clearance taken by NTPC for development of project).	RFP condition remain unchanged Refer Article 3.1 (c) (ii)
4.			IWAI/NTPC to allow operator the flexibility to carry out multi-handling of cargo without shore storage	Refer Article 2.2 (b) of the Draft Tripartite Agreement - responsibility for formulation of the logistic solution is onto Operator RFP condition remains unchanged
5.	Deviation in wharfage should be applicable from the date of bid submission. Concessional wharfage is applicable only for 7 years of the project whereas it should be for project period and it should not restrict to 3 MMTPA. Anchorage charge is nil therefore Operator			Refer Schedule-A of the Draft Tripartite Agreement RFP condition remains unchanged Refer query 22 below

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	should not be made liable to pay same and it should be deleted accordingly from. Single charge of wharfage to be agreed with KOPT even if multiple transshipments of a single cargo are being done			
6.	IWAI not to link LAD of 3 mtrs with force majeure. It may be considered as force majeure if it is declared by Metrological department of any such competent authority			RFP condition remains unchanged. In any case, LAD information on NW-1 can only be provided by IWAI.
7.	Operator to be compensated for delays in case time to cross Lock gate exceeds 2 hours or any delays on account of IWAI/ICS/NTPC @ INR 300000/day on pro-rata basis and same to be deducted from IWAI transit tariff charges.			Stoppage of operation of Farakka lock Gate for more than 24 hrs has already been covered under Article 10.4 (c) of Draft Tripartite Agreement With regard to delay refer Article 6.3 of Draft Tripartite Agreement RFP condition remains unchanged  Further, the upgradation and modernization of the existing Farakka Barrage Lock gate and construction of an additional navigational lock at Farakka through the World Bank assisted Jal Marg Vikas Project is under active consideration of the Government

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8.	<p>Custom processes are not being completely handled by ICS. Part of custom process is being done by CTA and substantial delays are occurring due to inability of CHA of ICS to have Bill of Entry file on time and BBN issued for barge movement.</p> <p>For this, we propose 2 changes:</p> <p>(a) NTPC as the receiver and IWAI as the Govt. Entity responsible for facilitating waterway Movement should impress upon CBEC to declare Sandheads and Kanika Sands as “Custom Notified Areas” and appoint suitable personnel for these areas under the authority of CC, Kolkata.</p> <p>(b) For custom clearance of cargo at Transshipment point or at KOPT, the ICS will appoint CHA nominated by the CTA. This is important because currently due to separate arrangements, there are delays in completing customs documentation.</p>			<p>(a) IWAI will extend support to make this arrangement subject to approval of concerned authority</p> <p>(b) Beyond the scope of said assignment</p> <p>RFP condition remains unchanged</p>
9.	Any additional cost which operator has to pay which is related to cargo clearance by customs to be reimbursed to operator.	Article 2.2 (b) (xi) and 6.1 (c) (xi) & (xiii) of the Draft Tripartite Agreement		<p>All the charges that are to be paid by Operator are stipulated in Article 2.2 (b) (xi) and 6.1 (c) (xi) &amp; (xiii) of the Draft Tripartite Agreement.</p> <p>Further refer Article 4.1 (c) (x) of Draft Coal Transportation</p>

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				Agreement RFP condition remains unchanged
10.	As per the CTA Agreement of NTPC, Farakka TPP, the Operator should be liable only for the moisture content of the cargo. Additional responsibilities for quality etc should be kept same as per Farakka Agreement	Article 7 of the Draft Coal Transportation Agreement (Schedule-I to Draft Tripartite Agreement)		Refer Article 7 of the Draft Coal Transportation Agreement RFP condition remains unchanged
11.	IWAI to provide river security, tug assistance in case of technical downtime, distress situation, etc on chargeable basis within 12 hrs from written request from operator. A tug must be situated to assist every 100 KM distance inside the river	Article 6.1 (b) (x)		Refer Article 6.1 (b) (x) of the Draft Tripartite Agreement RFP condition remains unchanged
12.	Registration of barges with IWT of both states to be discussed by IWAI and simplified under the tri partite agreement. Similarly, obtaining of wireless license of barges to be simplified with ministry of communications		Registration of barges with IWT of both states to be discussed by IWAI and simplified under the tri partite agreement. Similarly, obtaining of wireless license of barges to be simplified with ministry of communications	RFP condition remains unchanged Bidders need to do their own due diligence As per present procedures barge registration can be done in any one State; however fitness certificate is required for plying the barges through other states. Compliance of prevalent laws is the obligation of operator Further for obtaining necessary license from Ministry of Communication, IWAI will

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				provide assistance to the extent possible
13.	Fuel price escalation should be applicable on 40% of base rate instead of 25% to benchmark it on an even scale with actual consumption. Also WPI Escalation should be on the basis of monthly variation.	Article 8.1 (a) of the Draft Coal Transportation Agreement (Schedule-I to Draft Tripartite Agreement)		RFP condition remains unchanged
14.	IWAI to ensure availability of 3 mtrs LAD at unloading site	Article 6.1 (b) (xi) of the Draft Tripartite Agreement		Refer Article 6.1 (b) (xi) RFP condition remains unchanged
15.	In order to make the comparison between total transportation rate per metric ton and the total cost of coal as per clause 1.1.13, we need to have details of total cost of coal moved through railways for the last three years. A substantial margin should be created for CAPEX which is not applicable to railways freight.	Clause 1.1.13 of the ITB		RFP condition remains unchanged  Each Bidder should conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources, however the major components are FOB price of coal, Ocean Freight, Marine Insurance, Custom duty inclusive of Counter Veiling Duty (CVD),

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				Clean Energy Cess (CES), Customs Educational Cess, Customs Secondary and Higher Educational Cess, Total Port charges(including Port Charges, Stamp Duty, Wharfage, Pollution Cess, Terminal Charges, Wagon Haulage Charges, Siding Charges etc), Total Handling Charges (including Stevedoring & Handling Charge, Clearing & Forwarding charges etc) and Insurance including third party insurance plus Service tax ( <i>as applicable</i> ), Railway freight and Trip charges, if any <i>plus applicable</i> service tax
16.		Article 2.2 (b) (i) and (ii) of Draft Tripartite Agreement	To make the bid competitive and fairly priced for all operators, the transshipment facility needs to be clearly identified in the tender document as Kanika sands or Sandheads. All competitors/bidders should be allowed to fairly match the bid incase anchorage of any	Please refer Article 2.2 (b) (i) & 6.1 (c) (xiii) of the Draft Tripartite Agreement Further please also refer Query 80 below

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			other port like Paradip/Dhamra is used.	
17.			NTPC to provide CISF security for landing station at Barh and also to all personnel of CTA staying at Barh	Obligations of NTPC are provided in RFP. Refer Article 6.1 (a) RFP condition remains unchanged
18.	IWAI to provide ENC navigation system through out the channel with at least one other backup system in case of ENC failure. The ENC charts to be marked with laden voyage and ballast voyage routes as well. ENC navigation system to be extended to include the transshipment location			<p>(a) ENC from Farakka to Patna is under preparation and expected to be operationalised by 2015-16</p> <p>(b) Backup system in the form of Auto CAD DXF charts based on the latest satellite images can be provided to the bidder on the payment of charges</p> <p>(c) Same ENC charts may be used for both the laden and ballast voyage</p> <p>(d) Transfer point is not under jurisdiction of IWAI and concerned port may be contacted by the bidder for providing the same.</p> <p>RFP condition remains unchanged</p>



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19.	IWAI to provide emergency usage jetties with road access for replenishment and repair every 200 km in the channel. Certain existing waterway jetties should be identified for such support and not be auctioned off by IWAI			IWAI jetties wherever available on the NW-1 can be utilized on payment of the prescribed charges
20.	All crafts in this project should be allowed coastal duty free rates for bunkers as given for container vessels recently by GOI for coastal trade	Article 2.2 (b) (xi) of the Draft Tripartite Agreement		Refer Article 2.2 (b) (xi) of the Draft Tripartite Agreement RFP condition remains unchanged
21.	For embarkation/disembarkation arrangements at Kanikasands, IWAI to provide Right of Way to Dhamra Fisheries Harbor by allowing usage of Dhamra Port channel at cost and these charges to be declared sufficiently in advance to consider same in bid pricing			Refer Article 2.2 (b) of the draft Tripartite Agreement whereby the bidder is required to formulate and implement the detailed plan. RFP condition remains unchanged
22.	IWAI to provide a river transshipment location for second transshipment within KoPT either at GR-2 Jetty or at dedicated anchorage specially marked for this project.			RFP condition remains unchanged  Refer Article 2.2 (b) of the draft Tripartite Agreement whereby the bidder is required to formulate and implement the detailed plan.  Further second Transshipment within KoPT is possible at Haldia for which bidder are advised to contact KoPT/HDC.

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23.	Clause 1.2 (b)(xvi) of draft tripartite agreement states “any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of IWAI hereunder or pursuant hereto in any manner whatsoever;” it should be read as “any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of NTPC hereunder or pursuant hereto in any manner whatsoever;”	Article 1.2 (b) (xvi) of the Draft Tripartite Agreement		Refer corrigendum to the Request for Proposal document in this regard
24.	Clause 5.2 (f) of draft tripartite agreement states that :  Each Consortium Member/the Successful	Article 5.2 (f) of Draft Tripartite Agreement		Refer corrigendum to the Request for Proposal document in this regard

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	Bidder was and is duly organized and existing under the laws of the jurisdiction of its incorporation and has full power and authority to consent to and has consented to the Operator entering into this Agreement and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement; Provided that whenever any pending or potential matter, including the matters listed under sub-clauses (a) to (f), comes to the knowledge of the Operator, during the Construction Period and during the Operation Period, the outcome of which may result in the breach of or constitute a default of the Operator under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect or impairment of the Operator's ability to perform its obligations and duties under this Agreement, the Operator shall immediately intimate the same to IWAI;			
25.	<p><b>INTRODUCTION: BACKGROUND: 1.1.13:</b></p> <p>For the purpose of this RFP, the "Total Cost of Coal" means the comparable cost of imported coal transported through railway</p>	Article 1.1.13 of the ITB	<p>We request you to give clarity on the prices of the latest coal procurement tender.</p> <p>This would help the bidder get an idea of the quotes and</p>	Refer Query 15 above

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	mode up to coal stack yard including all applicable taxes and levies.		prices through the railway mode.	
26.	<p><b>INSTRUCTION TO BIDDERS:</b></p> <p><b>RIGHT TO ACCEPT OR REJECT ANY OR ALL APPLICATIONS/ BIDS: 2.7.1</b></p> <p>Notwithstanding anything to the contrary contained in this RFP, IWAI/NTPC reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that IWAI and/or NTPC rejects or annuls any or all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder or go for fresh bidding process or may not invite fresh bids at all.</p> <p><b>INSTRUCTION TO BIDDERS: ISSUANCE OF LOA: 3.2.2. -</b></p> <p>NTPC and/or IWAI reserve the right to invite fresh bids with or without amendment</p>	Clause 2.7.1 of Instruction to Bidder	<p>We request your good selves that, Bidders shall be allowed to modify their bids / withdraw their bids in case of any changes in the scope / changes in terms and conditions of RFP after the submission of the bids without any liability.</p> <p>Reason: Any change in scope / terms &amp; conditions of the bid could effect the commercial viability of the Project.</p>	Please refer Clause 2.16 of ITB RFP condition remains unchanged

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	of the RFP at any stage without liability or any obligation for such invitation and without assigning any reason.			
27.	<b>DRAFT TRIPARTIATE AGREEMENT- ARTICLE 1- DEFINITIONS AND INTERPRETATIONS-</b> Channel means navigable channel of NW1 between Haldia and Barh	Article 1.1 of the Draft Tripartite Agreement	Kindly confirm on the route between Sandheads to Haldia.  Reason: Since the transshipment operations are expected to be done at Sandheads.	RFP condition remains unchanged  Bidder needs to do their own due diligence. However, the barges which are currently plying on Sandheads to Farakka stretch, are taking Eastern channel from Sandshead to arrive at Haldia.
28.	<b>ARTICLE -2: APPOINTMENT OF OPERATOR AND SCOPE OF WORK: 2.2 SCOPE OF WORK (b) (x)-</b>  .....Operator shall be responsible for safe berthing of Ocean Going vessels alongside the transshipment infrastructure at transfer point and all the cost and expenses related to wharfage, <b>anchorage tug charges</b> , pilotage, mooring, fenders if any at Transfer Point..	Article 2.2 (b) (x) of the Draft Tripartite Agreement	We request you to kindly give clarity on whether we have to compulsorily use Haldia tugs for which the charges have to be paid or can we have our own dedicated tugs as part of transshipment infrastructure.	Only Unloading Infrastructure and Material Handling system needs to be developed by Operator. Rest all floating infrastructure shall be at the option of Operator to whether own it or hire it
29.	<b>ARTICLE -2: APPOINTMENT OF OPERATOR AND SCOPE OF WORK: 2.2 SCOPE OF WORK (b) (xi)-</b>  bear and pay all cost, taxes, levies, cess, expenses and charges in connection with or	Article 2.2 (b) (xi) of the Draft Tripartite Agreement	<b>Kindly confirm</b> if this clause includes payment of import duty of coal as well.	No

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	incidental to the performance of the obligations under this Agreement and under the Coal Transportation Agreement			
30.	<p><b>DRAFT TRIPARTIATE AGREEMENT (page 19)</b></p> <p><b>ARTICLE -2: APPOINTMENT OF OPERATOR AND SCOPE OF WORK: 2.2 SCOPE OF WORK (b) (xiv)-</b></p> <p>Not assign, transfer or sublet or create <b>any lien or Encumbrance</b> on this Agreement, the Project Site, and/ or the Project Assets, or lease or part possession thereof, save and except as expressly permitted by this Agreement.</p>	Article 2.2 (b) (xiv) of the Draft Tripartite Agreement	The project has to be funded through both debt and equity. In case of debt the bankers would generally ask for lien/first charge on assets financed. We hope the same is allowed. Please clarify.	Refer clause 17.21 of Draft Tripartite Agreement RFP condition remains unchanged
31.	<p><b>ARTICLE -3: CONDITIONS PRECEDENT: 3.1 CONDITIONS PRECEDENT (a) Condition Precedent of IWAI-</b></p> <p>Provide <b>navigational channel</b> and navigational aids from Haldia to Barh</p>	Article 3.1 (a) of the Draft Tripartite Agreement	We suggest to amend the clause as follows: Provide navigational channel and navigational aids from Haldia to Barh with LAD of 3mtrs.	Refer Article 6.1 (b) of Draft Tripartite Agreement RFP condition remains unchanged

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32.	<p><b>ARTICLE -3: CONDITIONS PRECEDENT: 3.1 CONDITIONS PRECEDENT (c) Conditions Precedent of Operator (ii)-</b></p> <p><b>Procure all the Applicable Permits/Licenses/Clearances</b> including but not limited to, environmental clearances unconditionally or if subject to conditions then all such conditions shall have been satisfied in full and such Applicable Permits/Licenses/Clearances are kept in full force and effect during the construction of the Project</p> <p>3.2 Each Party shall make all reasonable endeavors to satisfy the Conditions Precedent within <b>180 (One Hundred and Eighty days)</b> from the date of execution of Tripartite Agreement and shall provide the other Party with such reasonable co-operation as may be required to assist that Party in satisfying the conditions Precedent for which that Party is responsible.</p>	Article 3.1 (c) (ii) of the Draft Tripartite Agreement	Considering the scope of work 180 days would not be sufficient to procure the required documents and the permits. Hence, we request your good selves to extend the days to atleast 240 days for procuring the applicable licenses, permits, clearances etc.	Refer Article 3.2 (d) RFP condition remains unchanged

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33.	<p><b>ARTICLE -3: CONDITIONS PRECEDENT: 3.2 (c)</b></p> <p><b>In the event: (a) NTPC and/or IWAI does not procure fulfillment of any or all the Conditions</b></p> <p>.....Precedent set forth in Articles 3.1 (a) and (b) within the period specified in respect thereof, and the delay has not occurred as a result of breach of this Agreement by the Operator <b>or due to Force Majeure</b>, NTPC and/or IWAI shall compensate the Operator by a commensurate extension (equal to the period of delay in fulfillment of NTPC's / IWAI Condition Precedent) of the COD without any penalty</p>	Article 3.2 (c) of the Draft Tripartite Agreement	Please clarify why force majeure is an exception to this clause? Generally the Contract period is extended by the period of force majeure.	RFP condition remains unchanged
34.	<p><b>ARTICLE-4: PERFORMANCE SECURITY: 4.2 APPROPRIATION OF PERFORMANCE SECURITY (b)-</b></p> <p><b>The decision of NTPC as to any breach/delay having been committed, liability accrued or loss or damage caused or suffered shall be conclusive, absolute and binding on the Operator. The Operator specifically confirms and agrees that no proof of any amount of liability accrued or loss or</b></p>	Article 4.2 (b) of the Draft Tripartite Agreement	We request your good selves that as in the said clause, the final decision is on the discretion of NTPC, this seems to be too one sided. The operator should be given a chance to defend himself, by providing the necessary proofs based on which NTPC can ascertain the cause of loss / damage.	RFP condition remains unchanged



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	damages caused or suffered by NTPC under this Agreement is required to be provided in connection with any demand made by NTPC to recover such compensation through encashment of the Performance Security under this Agreement and that no document or any action shall be required other than NTPC's written demand in this behalf.			
35.	<p><b>ARTICLE 6: OBLIGATION OF NTPC: 6.1 (a) (vii)</b></p> <p>To buy back the Unloading Infrastructure and Material Handling System at Re 1/- (one) lumpsum transfer price after expiry of this Agreement due to efflux of time or as per clause 13.1 (c) due to early termination of this Agreement as the case may be</p> <p><b>INTRODUCTION: 1.1.12 (f):</b> The Unloading Infrastructure and Material Handling System including pipe conveyor system <b>will be transferred and handed over to NTPC at Re 1/- at the end of the Term.</b></p>	Article 6 (a) (vii) of the Draft Tripartite Agreement	<p>We request your good selves to clarify and elaborate on the terms “unloading Infrastructure and material handling system”.</p> <p>This clause should be subject to the depreciation method used for the unloading and material handling.</p>	RFP condition remains unchanged
36.	<p><b>ARTICLE 6: OBLIGATION OF NTPC (vi):</b></p> <p>NTPC either itself and/or through its Imported Coal Supplier(s) and/or their designated</p>	Article 6.1 (a) (vi) of the Draft Tripartite Agreement	<p>We request your good selves to elaborate on the fairly evenly spread method.</p> <p>As the fairly even spread</p>	Refer last four lines of Article 6.1 (a) (vi) of the Draft Tripartite Agreement

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	agency(ies), as the case may be, <b>shall ensure delivery of coal at Transfer Point on Fairly Evenly Spread (FES) basis.</b>		cannot be matched at all times as in the case of shortfall or excess in the minimum guaranteed quantity (MGQ).	RFP condition remains unchanged
37.	<p><b>ARTICLE 6: OBLIGATION TO PARTIES- (b) OBLIGATION OF IWAI:</b></p> <p><b>(i) Ensure Least Available Depth (LAD) of 3 meters</b> (with effect from December 2017) with a minimum width of Channel of 45 meters from Haldia upto Barh for a period of 330 days in a year subject to Article 10 of this Agreement</p> <p><b>ARTICLE 10: FORCE MAJEURE: 10.2 Non Political Events:</b></p> <p>(a) Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to, storm, cyclone, typhoon, hurricane, flood, landslide, <b>drought</b>, lightning, earthquakes, volcanic eruption, fire or adverse weather conditions affecting the Operation of the Project;</p>	Article 6.1 (b) (i) and Article 10.4 of the Draft Tripartite Agreement	<p>We would like to bring to your kind attention that , IWAI has to ensure least available depth of 3m from haldia to barh, If the same is not possible because of the reasons mentioned in clause 10.2 of Non political events that can be considered as a force majeure event but article 10.4 is too broad and means that the obligation of IWAI, for maintaining LAD @ 3mtrs, if not fulfilled is a force majeure event and consequently NTPC has a right to terminate the contract after 180 days and operator has to transfer the assets @ re. 1.</p> <p>This clause is one sided and the assets cannot be transferred at Re. 1/- with no</p>	<p>Refer Article 10.9 and 13.1 (a) of the Draft Tripartite Agreement In addition to above kindly refer Query 7 above RFP condition remains unchanged</p>

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	<p><b>CLAUSE NO. 10.4- OTHER EVENT</b></p> <p><b>(a) Reduction in Least Available Depth (LAD) in the channel below 3 m</b> (wef December 2017) at the same location due to any circumstances <b>for a continuous period of not less than 7 (seven) days from the date of its occurrence</b> making it impossible for the vessel to cross the same location.</p> <p><b>(b) Reduction in Channel Width below 30 meters</b> at shoal locations, at the same location due to any circumstances <b>for a continuous period of not less than 7 (seven) days from the date of its occurrence</b> making it impossible for the vessel to cross the same location.</p> <p><b>(c) Breakdown of Farakka Lock Gate for more than 24 hours.</b></p>		<p>fault of the Operator.</p> <p>Further, according to the Clause 10.4 (a) in case of LAD below 3m, for a period more than 7 days, it will be treated as a Force Majeure.</p> <p>Please confirm, CTA would not be charged any penalties or any transit time to be counted during the period LAD is not available. Further the transit time should be counted after the LAD is available.</p> <p>Similarly, for clause 10.4 (b) and 10.4 (c) CTA shall not be charged any penalty during the 0-7 period and for 0-24 hours respectively. The transit time shall not be counted during such unavailability.</p>	
38.	<p><b>DRAFT TRIPARTIATE AGREEMENT (page 30)ARTICLE 6: OBLIGATION OF PARTIES: 6.1 OBLIGATIONS: (a)</b></p>	<p>Article 6.1 (b) (iv) and Article 6.1 (b) (v) of the Draft Tripartite Agreement</p>	<p>Please confirm what would be the recourse available with the Operator in case there is a delay in the operation due to</p>	<p>Refer Article 10.4 (c), Article 10.9 and query 7 above</p> <p>Official Gazette Notification for</p>

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	<p><b>Obligation Of IWAI :-</b></p> <p>(iv) Ensure smooth 24x7 operation of lock gate at Farakka over the Operation Period, in close co-ordination with Farakka Barrage Project, <b>to enable the crossing of Vessels within 2 hours of its arrival.</b></p> <p>(v) Make available existing IWT facility at Haldia <b>in case of exigency on charge basis</b></p>		<p>non-availability of transit through the barrage/lock gate</p> <p>Please clarify on the charges being specified here?</p>	<p>IWT charges are available on the website of IWAI</p> <p>RFP condition remains unchanged</p>
39.	<p><b>ARTICLE 6: (c) OBLIGATION OF OPERATOR (xvii) :</b></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 <b>Operator may carry out the operations with alternative arrangements.</b></p>	Article 6 (c) (xvii) of the Draft Tripartite Agreement	<p>As your good selves are aware of the investment in the transshipment infrastructure. It won't be feasible for arranging for a second one.</p> <p>Further please elaborate on the alternative arrangements to be provided at the time of preventive maintenance.</p>	<p>Operator may consider alternative arrangements in agreement with ICS at no additional cost to NTPC during preventive maintenance period.</p> <p>Refer corrigendum to the Request for Proposal document in this regard</p>
40.	<p><b>ARTICLE 6: OBLIGATION OF PARTIES: 6.1 OBLIGATIONS: (c) Obligation of Operator (xv)</b></p> <p>Coordinate with Imported Coal Supplier(s) and/or NTPC and/or their designated agency for coal import, <b>Master/Agent of the Vessel and port for safe anchorage and</b></p>	Article 6.1 (c) (xv) of the Draft Tripartite Agreement	Who will pay for agency charges ICS or operator.	Provision of RFP is clear in this regard

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	stevedoring operations.			
41.	<p><b>ARTICLE 6: 6.3 NTPC's OBLIGATION's RELATING TO MINIMUM GUARANTEED QUANTITY:</b></p> <p>NTPC shall pay to the Operator by way of compensation, an amount arrived at by multiplying the Shortfall Quantity(<i>defined below</i>) with an amount equivalent to 75% of the Total Transportation Rate applicable in respect of the relevant year (“<b>MGQ Amount</b>”), if the actual coal quantity made available by NTPC for the Project in the particular year is less than <b>90% of Minimum Guaranteed Quantity</b> and if the <b>same cannot be adjusted against the Excess Quantity pertaining to any previous year .</b></p>	Article 6.3 of the Draft Tripartite Agreement	<p>We would like to suggest your good selves that, NTPC should adjust the shortfall quantity with the excess quantity of the previous year.</p> <p>Further, why only 75% has been taken as the bench mark.</p> <p>90% of MGQ i.e. 2.7 MMTA as MGQ</p> <p>Reason: The clause is one sided and hence its a dilution of responsibilities stipulated on NTPC.</p>	RFP condition remains unchanged
42.	<p><b>ARTICLE 6: 6.3 NTPC's OBLIGATION's RELATING TO MINIMUM GUARANTEED QUANTITY</b></p> <p>(c) Make the payment of the entire MGQ Amount to the Operator, under the condition that if the dispute is resolved in favour of NTPC , then the Operator would refund the said amount together <b>with interest applicable</b></p>	Article 6.3 of the Draft Tripartite Agreement	We request your good selves to provide information on the method of interest calculation and interest period to be taken.	Refer last paragraph of Article 6.3. RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	at the then prevailing SBI base rate plus 6.75% (six and three quarters percent).			
43.	<p><b>ARTICLE 7: IMPLEMENTATION OF THE PROJECT: 7.8 Delay in Construction Completion and Liquidated Damages therein:</b></p> <p>Subject to any of the provisions of this Agreement providing for extension of time for performance or excuse from performance, as the case may be, of any of the obligations of the Operator under this Agreement, the Operator shall <b>pay to NTPC liquidated damages at the rate of 0.1% of the Performance Security</b> for each day of delay of part thereof, in completion of Construction Works, beyond the Scheduled Construction Completion Date</p>	Article 7.8 of the Draft Tripartite Agreement	The operator shall pay to NTPC liquidated damages at a rate of 0.1% of the Performance security i.e. 2,50,000/- per day. The LD is too high, we request reduction of the same.	RFP condition remains unchanged
44.	<p><b>ARTICLE 7: IMPLEMENTATION OF THE PROJECT: 7.9: Operation and Maintenance-</b></p> <p>(c) .....if the Unloading Infrastructure or Material handling System or any part thereof shall suffer <b>any loss or damage</b> during the Operation Period, from any cause whatsoever, the Operator shall, <b>at its cost and expense</b></p>	Article 7.9 of the Draft Tripartite Agreement	We request your good selves to kindly elaborate on the subjectivity of the loss and the scope of rectification.	RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	<b>rectify and remedy such loss or damage</b>			
45.	<p><b>ARTICLE 7 IMPLEMENTATION OF THE PROJECT: 7.1: Review and Approval of Construction Documents-</b></p> <p>(b) (ii) Implementation of the Project: In the event that NTPC has any objection to the Construction Documents and specifications and calculations or any part thereof, it shall promptly and no later than thirty (30) days of submission of the Construction Documents, notify the Operator of its objections, <b>seek clarifications or suggest changes or modifications</b> or corrections thereto</p>	Article 7.1(b) (ii) of the Draft Tripartite Agreement	We would like to bring to your kind attention that there will be cost attached to the modifications which has to be discussed and ascertained / incurred on mutually acceptable basis. Any such cost shall be borne by NTPC on actual. Our quote given on the date of submission would be based on certain assumptions and plan in mind, any major deviation to the plan would affect the viability of the project.	<p>Refer Article 3.1 (c) Operator needs to submit the item-wise detailed logistic solution within 60 days of signing of Tripartite Agreement. The logistic solution submitted as part of the Technical bid shall ensure compliance with applicable regulatory requirements, operational and safety standards of NTPC.</p> <p>RFP condition remains unchanged</p>
46.	<p><b>ARTICLE 7 IMPLEMENTATION OF THE PROJECT: Construction of Unloading Infrastructure &amp; Material Handling System (h) :</b></p> <p>.....NTPC/IWAI shall have the <b>right to inspect and check</b> the quality and quantity of the materials and equipment and their storage in compliance with the terms of this Agreement</p>	Article 7.4 (h) of the Draft Tripartite Agreement	We understand that NTPC has the right to inspect, but what if the quality is good as per the industry standards but not as per NTPC's expectation. Then this shall not be treated as an event of default. <b>Kindly Confirm</b>	<p>Operator Event of Default is defined in Article 11.1 (a)</p> <p>RFP condition remains unchanged</p>

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
47.	<p><b>ARTICLE 10: FORCE MAJEURE: 10.2 Non Political Events (f)-</b></p> <p>Any judgment or order of any court or statutory authority in India made <b>against the Operator</b> in any proceedings.</p>	Article 10.2 (f) of the Draft Tripartite Agreement	Please Confirm, why against the operator only? Order of court could be against NTPC / IWAI also. Please clarify the consequences of the same.	RFP condition remains unchanged
48.	<p><b>ARTICLE 10: FORCE MAJEURE: 10.10-</b></p> <p>The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure Event. <b>Except as specifically stated to the contrary, no Party shall be relieved of its obligations under this Agreement by reason of impossibility of performance or any other circumstance whatsoever beyond its control.</b></p>	Refer Article 10.10 of the Draft Tripartite Agreement	Unable to appreciate the rationale behind highlighted portion of the clause. We understand that during a force majeure event the activities affected such as unloading of coal, transportation of coal etc cannot be performed, as such the parties shall be relieved of their obligations to the extent of the affected activities	RFP condition remains unchanged
49.	<p><b>ARTICLE 11: EVENTS OF DEFAULT: 11.1(a) (xi):</b></p> <p>The Operator has delayed payment that has fallen due under this Agreement <b>beyond the specified time period or if not so specified</b> beyond ninety (90) days of the due date.</p>	Article 11.1 (a) (xi) of the Draft Tripartite Agreement	We request your good selves to amend the clause as follows: "The Operator has delayed payment of NTPC / IWAI that has fallen due under this Agreement beyond the specified time period or if not so specified beyond ninety (90) days of the due date."	RFP condition remains unchanged



S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
50.	<p><b>ARTICLE 12 TERMINATION/EXPIRY OF AGREEMENT: 12.5: Consequences of Termination-</b></p> <p>Without prejudice to any other consequences or requirements under this greement or under any law, the following consequences shall follow upon expiry of the Operation Period by efflux of time or termination of this Agreement <b>due to an Event of Default or a Force Majeure Event</b></p> <p style="text-align: center;"><b>ARTICLE 12 TERMINATION/EXPIRY OF AGREEMENT: 12.5 (c) (i) Transfer cost-</b></p> <p>The Project Assets along with Project Site without any Encumbrances shall be transferred to NTPC or its nominated agency, as the case may be, for a sum of Re 1/- (one).</p>	Article 12.5 and Article 12.5 (c) (i) of the Draft Tripartite Agreement	<p>We request you to kindly amend this clause as "any transfer due to force majeure event / event of default before 10 years of completion of project cycle shall be based on the sum of outstanding lenders liabilities and the initial Equity investment. However any transfer due to expiry of Operation period due to efflux of time shall be at Re. 1/-.</p> <p>Reason: The Operator would quote a rate based on the 10 Year contract and all the costs, amortizations and repayment of debt would be considered considering a contract of 10 Year. Any change in term of contract due to any reasons would effect the commercial viability of the Project.</p>	<p>Provision with respect to compensation on termination of Agreement due to event of default by Operator and NTPC has been clearly defined in the RFP. Refer Article 13.1 (c) and Article 13.1 (b)</p> <p>RFP condition remains unchanged</p> <p>Further refer Article 10.9 &amp; 13.1 (a).</p>
51.	<p><b>ARTICLE 12 TERMINATION/EXPIRY OF AGREEMENT: 12.5 (e) Transfer of</b></p>	Article 12.5 (e) of the Draft Tripartite Agreement	Kindly suggest on the recourse the Operator should have in this case?	Operator may take suitable risk mitigation measures as may be deemed fit

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	<p><b>Risk-</b></p> <p>Until the Transfer Date, all risks shall lie with the Operator for loss of or damage to the whole or any part of the Project Assets <b>unless the loss or damage is due to an act or omission of NTPC</b> in contravention of its obligations under this Agreement</p>			RFP condition remains unchanged
52.	<p><b>ARTICLE 13: COMPENSATION FOR BREACH OF AGREEMENT: 13.1 Compensation-</b></p> <p>(b) If the termination is due to Operator Event of Default, NTPC shall forfeit the Performance Security submitted by the Operator.</p>	Article 13.1 (b) of the Draft Tripartite Agreement	<b>Please Confirm.</b> From the said clause it is understood that the Operator shall continue to get paid for the services performed during the cure period.	Refer Article 12 of the Draft Tripartite Agreement regarding Termination of Agreement Refer Article 11.5 and Definition of Cure Period in Article 1.1 of Draft Tripartite Agreement RFP condition remains unchanged
53.	<p><b>Article 13: Cl. 13.1.(c) - Termination due to NTPC Default</b></p> <p><b>In the event this Agreement is terminated due to NTPC Event of Default then NTPC shall buyback the Unloading Infrastructure and Material Handling System at</b></p> <p>(1) Debt Due plus</p> <p>(2) 100 % (one hundred percentage) Equity.</p>		<p>Please elaborate on the intension of the said clause.</p> <p>One interpretation could be- In case of NTPC's default, NTPC would not pay more than 150 crs, if the said equity and debt clause are met. This seems to be way too less for the Project of this nature. As the expected minimum</p>	RFP condition remains unchanged.

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	Provided, however, for the purpose of this Agreement <b>Debt Due and Equity shall not exceed the value as determined on a normative capital cost of (Rs. 150 cr)</b> that is financed on Debt to Equity ratio of 70:30 and assuming uniform repayment of debt over 10 (ten) years period		Investment in the Project would be approx. 500 - 600 Crs.  The other interpretation would be NTPC would not pay anything if the investment is beyond 150 Crs. as the debt equity norms are not met.  <b>Please clarify</b>	
54.	<b>ARTICLE 15 LIABILITY AND INDEMNIFICATION: 15.1 Liability of Operator-</b>  (a) In addition to the Operator's liability and obligations and NTPC/IWAI's remedies provided elsewhere in this Agreement, the Operator shall be solely responsible for any loss of or damage to the Project Assets, losses and reasonable cost and expenses (including legal costs) in relation to the Project Site, <b>damage to environment</b> , death or injury to person, <b>and any other liabilities, damages, losses and reasonable cost and expenses (including legal costs) suffered by NTPC/IWAI during the Operation Period</b>	Article 15.1 (a) of the Draft Tripartite Agreement	We request the deletion of this clause, as these are consequential losses hence cannot be accepted. Further the operator shall be responsible for the damages only in case of gross negligence or willful misconduct of Operator	RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
55.	<p><b>ARTICLE 16. DISPUTE RESOLUTION: 16.3 Arbitration (f):</b></p> <p>The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators.</p>	Article 16.3 (f) of the Draft Tripartite Agreement	We suggest your good selves, the common expenses of the arbitrators to be shared equally by the both the parties.	RFP condition remains unchanged
56.	<p><b>ARTICLE 17. MISCELLANEOUS PROVISIONS: 17.21 Assignment-</b></p> <p>Provided further that in the event of termination of this Agreement by efflux of time or otherwise, such assignment/<b>Security Interest shall stand extinguished.</b> The Operator shall primarily be responsible to ensure that the Lenders are made aware of this provision and a suitable provision to this effect is incorporated in the Financing Documents.</p>	Article 17.21 of the Draft Tripartite Agreement	We would like to bring to your kind attention that, the bankers would not accept this clause since they would want the security for the assets financed for the Tenor of the Loan. Hence, request deletion of this clause.	RFP condition remains unchanged
57.	<p><b>ARTICLE -1 DEFINITIONS AND INTERPRETATIONS:</b></p> <p>For the avoidance of doubt, a change in the rate of any Tax or <b>the imposition of a new Tax shall not constitute a Change in Law</b> and the Parties shall be liable to bear the impact and incidence thereof at their cost and</p>	Article 1.1 (Schedule –I Draft Coal Transportation Agreement of the Draft Tripartite Agreement)	We request you to consider the change in taxes or imposition of new taxes, after the date of submission. As this shall seriously affect the viability of the Project. Although the direct taxes may be borne by the Operator but	RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	risk.		any change in indirect taxes or imposition of indirect tax shall be borne by NTPC. It is very difficult to estimate the exact level of taxes for the term of this contract.	
58.	<p><b>ARTICLE 3. REPRESENTATIONS AND WARRANTIES: 3.2 Additional Representations and Warranties of CTA:</b></p> <p>(a) It has conducted its own analysis and review of the relevant information and that it has satisfied itself as to the accuracy and completeness of all such relevant information including the terms and conditions and obligations of Tripartite Agreement executed by and between NTPC, IWAI and Coal Transportation Agency (called “Operator” therein ) and <b>that the representation/warranties undertaken therein shall remain applicable to this Coal Transportation Agreement also.</b></p> <p>(b) It has examined the Contract and is satisfied that there are no ambiguities, discrepancies, inconsistencies, divergence, impracticalities or</p>	Article 3.2 (Schedule –I Draft Coal Transportation Agreement of the Draft Tripartite Agreement)	We are unable to understand why should the representations and warranties of the Tri-party agreement be here. As the Operator cannot give the representation and warranty for the accuracy and completeness of the information provided by NTPC and IWAI	Entire Coal Transportation Agreement will be governed by the terms agreed and executed in Tripartite agreement between IWAI, NTPC and Operator Also Refer Article 1.5 of the Draft Tripartite Agreement RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	omissions from, within and between such documents and that such documents are accurate, complete, technically feasible and sufficient in all respects for the purposes of the performance, execution and implementation of this Contract, and that it shall obtain and maintain during the term of this Contract all authorizations and approvals required for the performance of its obligations under this Contract , including but not limited to all environmental licenses			
59.	<p><b>ARTICLE 3. REPRESENTATIONS AND WARRANTIES: 3.4-</b></p> <p>The Parties agree that any ambiguity, discrepancy, inconsistency, divergence, impracticality or omission as aforesaid shall not vitiate the Coal Transportation Agreement.</p>	Article 3.4 (Schedule –I Draft Coal Transportation Agreement of the Draft Tripartite Agreement)	We request your good selves to clarify, why the representation is required to be given by the operator	RFP condition remains unchanged
60.	<p><b>ARTICLE 4: OBLIGATION OF PARTIES: 4.1 Obligation (viii)-</b></p> <p>Coal Transportation Agency shall make</p>	Article 4.1 (viii) (Schedule –I Draft Coal Transportation Agreement of the Draft Tripartite Agreement)	Please confirm, if the additional costs incurred for making such alternate arrangements during the force	Refer Article 10.4 (c) and also refer corrigendum to the Request for Proposal document in this regard

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	<b>requisite arrangement for Coal unloading and storage</b> at the Transfer Point in case of breakdown of Transshipment Infrastructure/ routine and preventive repairs of Transshipment Infrastructure <b>or non-availability of NW-1 or any part thereof due to Force Majeure.</b>		majeure events / non-availability of NW -1 is paid separately. Any such cost for arranging alternate means shall be paid additionally to CTA on actuals.	
61.	<p><b>SCHEDULE E-DETAILS OF NAVIGATIONAL AIDS CLAUSE (III)</b></p> <p><b>The navigation lock system at Farakka is mainly for movement of vessels between the river Ganges and the canal connecting river Bhagirathi. Main dimension of the lock is provided hereunder:</b></p> <p><b>(1) Internal length 179.8 m,</b></p> <p><b>(2) Clear width between the two banks – 25.14 m with a internal depth varying from 18.09 m at u/s to 10.89 m at d/s.</b></p>	Schedule-E of the Draft Tripartite Agreement	Is there any restriction on the number of vessel which can transit locks simultaneously? Please confirm.	<p>Number shall be depended upon the length and width of the barges that are being proposed to be deployed by the Operator.</p> <p>RFP condition remains unchanged</p>
62.	<p><b>SCHEDULE E-DETAILS OF NAVIGATIONAL AIDS CLAUSE (II)</b></p> <p>River Information System (RIS) is under consideration for implementation between</p>	Schedule-E of the Draft Tripartite Agreement	Please specify the timelines for the availability of RIS. In absence of RIS it would become difficult to operate on round the clock basis. Hence,	RIS between Haldia – Farakka is to be implemented and expected to be operational by March 2015. RIS between Farakka – Barh is expected to be operational by

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	Haldia and Farakka on National Waterway No. 1. This facility between Farakka – Barh is proposed later in a phased manner. <b>It may be noted that the same shall not be considered as a condition precedent of IWAI.</b>		we request the same to be available as condition precedent.	March 2016. It may take some time therefore it shall not be considered as a condition precedent of IWAI. RIS may have Automatic Identification System (AIS) and radar.  RFP condition remains unchanged
63.	<b>ARTICLE 14- TRAFFIC REGULATION- Clause 14.1</b>  The IWAI shall regulate traffic on the Waterways / Navigation in accordance with the Applicable Laws and rules as empowered in this behalf under the Applicable Laws.		Kindly specify what are the applicable laws and rules enforced by IWAI as on today.	Prevention of Collision on National Waterways Regulations, 2002 and National Waterways , Safety of Navigation and shipping Regulations, 2002 can be downloaded from the website of IWAI
64.	<b>ARTICLE 6- OBLIGATION OF PARTIES- CLAUSE 6.4 (d)</b>  Provided however, NTPC is allowed to adjust MGQ Amount already paid / payable in any year under the provisions of the Agreement against the Excess Quantity of coal <b>provided above MGQ (3 MMTPA) in any subsequent / earlier years of operations</b> during the tenure of this Agreement.	Article 6.4 (d) of the Draft Tripartite Agreement	Adjustment of MGQ with excess quantity of earlier years of operation is possible. However we are unable to understand how shortfall in MGQ would be adjusted from the excess quantity of the subsequent years. Since the quantity of subsequent years is not known and cannot be predicted.	RFP condition remains unchanged



S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
65.	<p><b>ARTICLE 6: TRANSFER POINT AND SHIPPING TERMS: 6.2 Shipping Terms: (a) (iii)-</b></p> <p>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.</p>	<p>Article 6.2 (a) (iii) (Schedule –I Draft Coal Transportation Agreement of the Draft Tripartite Agreement)</p>	<p>Please clarify on the Customs duty and taxes etc., to be paid on demurrage?</p>	<p>Refer corrigendum to the Request for Proposal document in this regard</p>
66.	<p><b>ARTICLE 6: TRANSFER POINT AND SHIPPING TERMS: 6.2 Shipping Terms: (a) (x)-</b></p> <p>As regard damages, if any, caused to the Ocean Going Vessel, CTA will be responsible only for the damage caused to the Ocean Going Vessel during unloading for reasons attributable to the CTA. In principle, <b>claims for such damage are to be settled directly between the vessel -owners and the CTA</b></p>	<p>Article 6.2 (a) (x) (Schedule –I Draft Coal Transportation Agreement of the Draft Tripartite Agreement)</p>	<p>NTPC has asked for the waiver of subrogation from the respective Insurance companies of NTPC/ Operator for the Assets insured. Moreover Ocean Going Vessels calling at any particular port have to sign conditions of use where it is mentioned that any damage to the vessel is the cost and responsibility of the Vessel only.</p>	<p>RFP condition remains unchanged</p>
67.	<p><b>ARTICLE 6: TRANSFER POINT AND SHIPPING TERMS: 6.2 Shipping Terms: (a) (v)</b></p>	<p>Article 6.2 (a) (v) (Schedule –I Draft Coal Transportation Agreement of the Draft</p>	<p>In case the two Ocean Going Vessels (OGV) have arrived with a gap of less than 6 days,</p>	<p>Minimum gaps shall be suggested by Bidder in Appendix (v) (b) : Technical Proposal: Specification</p>

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	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. <b>ICS shall keep gap of minimum 6 (six) days</b> between arrivals of two Ocean Going Vessels carrying Coal at Transfer Point nominated by CTA.	Tripartite Agreement)	the lay time shall be counted only after 6 days of arrival of the prior OGV.  Please confirm.	of Project Components (1) (i) of the ITB  Further refer 4.1 (c) (i) (Schedule – I Draft Coal Transportation Agreement of the Draft Tripartite Agreement)  Further refer corrigendum to the Request for Proposal document in this regard
68.	ARTICLE 4- OBLIGATION OF PARTIES- CLAUSE 4.1 (b)  (i) Inspect the cargo upon arrival of Ocean Going Vessel	Article 4.1 (b) (i) (Schedule – I Draft Coal Transportation Agreement of the Draft Tripartite Agreement)	NTPC would appoint IIA for the inspection of cargo and it would be the responsibility of IIA to advice on the quality of the coal.  The said clause is in contradiction with the Clause 7.1 (c) 1. of Article 7 (page 118 of part 2). Request suitable amendments.	In accordance with Article 7.1 (a) and (b) responsibility of inspection of quality and quantity is with ICS only. CTA to inspect the cargo to witness the quality and quantity of coal at Transfer Point as the responsibility of quality and quantity to be delivered at power plant from Transfer point is with the Operator.  RFP condition remains unchanged
69.	ARTICLE 4- OBLIGATION OF PARTIES- CLAUSE 4.1 (b)  (iv) Complete onboard stevedoring for	Article 4.1 (b) (iv) (Schedule –I Draft Coal Transportation Agreement of the Draft Tripartite Agreement)	With a cape size vessel of 1,80,000 T and unloading rate of 12,000 MT per day, the vessel shall take 15 days to	Refer Appendix V (b): Technical Proposal: Specification of Project Components of the ITB: Point no. (i): Gap required in handling of

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	<p>unloading of Coal into vessels and to ensure a minimum unloading rate of 12,000 Metric Tonne DPRWWD SHINC basis.</p> <p><b>ARTICLE 6- CLAUSE 6.2 (a) (v)</b></p> <p>.....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>unload the coal.</p> <p>In case the next vessel arrives after 6 days the transshipment infrastructure would not have the capacity to simultaneously double bank the second vessel. Hence there is a mismatch with the vessel arrival timings.</p> <p>We request the timing of the vessel arrivals to be at least 06 days after the complete unloading of the first/prior vessel.</p>	<p>two Ocean Going Vessel</p> <p>Bidders need to provide the details as per their suggested Logistic Solution</p> <p>Further refer Query 67 above</p>
70.	<p><b>ARTICLE 4- OBLIGATION OF PARTIES- Clause 4.1 (a) (xi)</b></p> <p>CTA shall be responsible for the safe berthing of the <b>Ocean Going Vessel alongside the Transshipment Infrastructure</b> 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>Article 4.1 (a) (xi) (Schedule –I Draft Coal Transportation Agreement of the Draft Tripartite Agreement)</p>	<p>NTPC/ICS shall ensure that the Ocean Going Vessel (OGV) is with suitable specification and is designed to do double banking operations.</p>	<p>Refer Article 6.1 (a) (xii) of the draft Tripartite Agreement,</p> <p>RFP condition remains unchanged</p>
71.	<p><b>ARTICLE 6: TRANSFER POINT AND SHIPPING TERMS: 6.2 Shipping Terms:</b></p>	<p>Article 6.2 (a) (xi) (Schedule –I Draft Coal Transportation</p>	<p>If the delay in unloading of cargo for the reasons not</p>	<p>RFP condition remains unchanged</p>

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	<p>(a) (xi)-</p> <p><b>If the port authorities order the shifting of the Ocean Going Vessel to another safe berth/anchorage point at the same port of where Transfer Point is located due to poor unloading or for any other reason, the time involved in shifting and the cost thereof shall be to the account of CTA.</b> If shifting of the Ocean Going Vessel is due to any vessel related reasons not-created by CTA, the expense and time involved in shifting shall be to the account of Ocean Going Vessel.</p>	Agreement of the Draft Tripartite Agreement)	attributable to the operator, then the expense and time for such delays shall be to the account of Ocean Going Vessel.	
72.	<p><b>ARTICLE 6: TRANSFER POINT AND SHIPPING TERMS: 6.2 Shipping Terms: (a) (ix)-</b></p> <p>The initial opening and final closing of the hatches of the Ocean Going Vessel shall always be done by the Ocean Going Vessel's crew and the cost involved therein and the time used for the opening and closing of the hatches, gangway placement, shall be to the account of the Ocean Going Vessel. Any subsequent closing/opening of hatches if any done at the request of CTA <b>time taken for</b></p>	Article 6.2 (a) (ix) (Schedule –I Draft Coal Transportation Agreement of the Draft Tripartite Agreement)	<p>In case of the bad whether the holds / hatches of Ocean Going Vessels may required to be closed and the unloading operations have to be stopped. If not done by OGV there could be discrepancy in the samples taken and samples delivered.</p> <p>Hence, the same should be not on account of CTA</p>	<p>Refer Article 10.2 (a) (Schedule –I : Draft Coal Transportation Agreement of the Draft Tripartite Agreement) - Adverse weather condition is covered under Force Majeure</p> <p>RFP condition remains unchanged</p>

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	such closing/opening shall be to the account of CTA.			
73.	<p><b>ARTICLE 7: DETERMINATION AND METHODOLOGY FOR HANDLING LOSSES AND</b></p> <p><b>TOTAL MOISTURE: 7.1 (c) Cl. 2. (ii)-</b></p> <p>The Coal delivered shall be weighed at unloading point at Barh STPP, through the weighment mechanism attached to the Conveyor system and shall be final for determining the weight at Barh STPP</p>	Article 7.1 (c) 2. (ii) (Schedule –I Draft Coal Transportation Agreement of the Draft Tripartite Agreement)	There are two types of Weight measurement mechanism followed at Transfer point and Barh STPP. At Barh STPP the Coal would be measured through Weight measurement mechanism attached to Conveyor system whereas no such facility is available at the Transfer point. This would definitely lead to discrepancies in actual quantity of coal transferred. Please clarify	RFP condition remains unchanged
74.	<p><b>ARTICLE 7: ADJUSTMENT OF QUALITY VARIATIONS- Clause 4 (f)</b></p> <p>After adjusting the received quantity at Barh STPP for quality parameters as above, if it is found that the net adjusted quantity is higher than the quantity measured at Transfer Point, the payment to CTA shall be restricted to Transfer Point quantity. In case the net adjusted quantity at Barh STPP is lower than quantity measured at Transfer Point, the</p>		<p>Since there are two different methods by which the quantity is measured at the Transfer Point and at Barh STPP the difference in the measured quantities is bound to happen.</p> <p>The said clause is unfair to the operator as if the quantity is higher than the Transfer Point</p>	RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	net adjusted quantity at Barh STPP shall prevail for the purpose of payment.		there is no payment on the higher quantity that is delivered. Whereas if the quantity at Barh STPP is lower the payment would be made based on actual quantity delivered.  Hence we request the clause to be suitably amended to be fair for the parties involved	
75.	<b>ARTICLE 7: DETERMINATION AND METHODOLOGY FOR HANDLING LOSSES AND TOTAL MOISTURE</b> <b>CLAUSE 4- ADJUSTMENT ON QUALITY VARIATIONS (g)</b>  For the purposes of adjustment of coal quality, the samples shall be taken from each Inland Vessels/River Sea Vessels and analyzed for each Inland Vessels/River Sea Vessels. <b>The weighted average</b> results of such analysis of Inland Vessels/River Sea Vessels received in fifteen days....	Article 7.1 (c) 4 (g) (Schedule –I Draft Coal Transportation Agreement of the Draft Tripartite Agreement)	For the purpose of adjustment coal quality, we request you to consider the actual figures of the samples taken from each vessel, instead of the weighted average results for carrying out the necessary adjustment.	RFP condition remains unchanged
76.	<b>ARTICLE 8- TRANSPORT RATE PAYABLE TO CTA- 8.1 (a )- FUEL PRICE ESCALATION</b>		Kindly appreciate that the fuel type used by the CTA can be different from that mentioned	RFP condition remains unchanged Further, refer corrigendum to the Request for Proposal document in

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	....DBP: Sale price of High Speed Diesel (HSD).....		in the stated clause i.e. High Speed Diesel. We request you to kindly consider all types of fuel (HSFSD, MDO, LNG etc.) for fuel price escalation. <b>Please confirm.</b>	this regard
77.	<b>ARTICLE 8- TRANSPORT RATE PAYABLE TO CTA- 8.1 (c )</b>  .... In addition to above, the charges that are  to be payable in GRT shall be converted into metric tonne based on the <b>average ratio</b> of the DWT and GRT of the vessels deployed by the CTA.	Article 8.1 (c) (Schedule –I: Draft Coal Transportation Agreement of the Draft Tripartite Agreement)	We are unable to understand why average ratio of DWT and GRT are considered for payment.  The rate of charges are either paid at per/MT or per/GRT, which can be paid on actual.  Hence request you to make changes suitably.	RFP condition remains unchanged
78.	<b>ARTICLE-9: PROCEDURE OF PAYMENT &amp; PERFORMANCE GUARANTEE</b>  <b>CLAUSE 9.1 (b) – Delay in Unloading</b>  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.	Article 9.1 (b) (Schedule –I Draft Coal Transportation Agreement of the Draft Tripartite Agreement)	We request the amendment of clause as follows:  “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”	Refer corrigendum to the Request for Proposal document in this regard

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
79.	<p><b>ARTICLE-9: PROCEDURE OF PAYMENT &amp; PERFORMANCE GUARANTEE</b></p> <p><b>CLAUSE 9.1 (c)</b></p> <p>.....Liquidated damages (LD) will be charged @ 0.50% (One half of the One percent) of value of <b>delayed consignment for each week's delay or part thereof subject to the ceiling of 5% ( five percent) of the total consignment</b> value inclusive of estimated custom duty, CVD with cess and exclusive of sales Tax/VAT and Entry Tax and shall be payable to the ICS.</p>	Article 9.1 (c) (Schedule –I: Draft Coal Transportation Agreement of the Draft Tripartite Agreement)	<p>We request amendment of this clause as follows:</p> <p>The LD would be charged on the delayed consignment subject to ceiling of 5% of the Balance Consignment</p> <p>value that is not delivered.Reason: The operator cannot be penalized for the consignment which is partially delivered and hence request the LD to be levied on the value of consignment which is not delivered.</p>	RFP condition remains unchanged
80.	Can Transfer Point be a safe berth in a port and not necessarily a trans loader facility as was the case in Farakka tender. If Transfer Point is a berth then who will bear the VRCs for the OGV?	Article 2.2 (b) (i) of the Draft Tripartite Agreement		<p>Refer Article 2.2 (b) (i) and 2.2 (b) (ii)</p> <p>Refer corrigendum to the Request for Proposal document in this regard</p>



S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
81.	Please provide us the details of the channel from Kolkata to Barh, including no. of bends, degree of the bends, width variations etc in the form of hydrographic chars			Details of number of bends, Degree of the bends, widths variations etc can be obtained from IWAI offices at Kolkata and Patna for respective jurisdiction
82.	Will IWAI give prior intimation on its maintenance dredging schedule for the 35 days during which channel will not be available? Will there be advance notice so that operator can plan his schedule	Article 6.1 (b) of the draft Tripartite Agreement		IWAI is maintaining the waterways for all the year round operation. However there may be certain days during lean season when dredging is required at some locations to maintain the LAD. The dredging is taken up at location wherever shoal appears. This may not be a continuous stretch of 35 days in a year. IWAI will intimate the operator as and when the dredging operation commences.
83.	Whether the 5 acres of land includes the corridor along the conveyor? Please also advise what width of area at the berthing facility is envisaged.  If possible can you kindly provide break-up of land requirement	Schedule F of the Draft Tripartite Agreement		5 acre of land is primarily envisaged for the construction of jetty and its connectivity to the high bank. Responsibility for designing of Unloading Infrastructure and material handling system is with Operator. Based on the design, land requirement may be assessed by the operator

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
84.	Since the developer has to buy land on behalf of NTPC, on what basis will reimbursement of land is done? Will it be on RR rat or actual amount incurred which will be at a premium over RR	Clause 1.1.16 of the ITB		This is as per the applicable land acquisition regulation in the State of Bihar. Land price approved by the Government will be reimbursed to the operator. RFP condition remains unchanged
85.	Is there any EC required for waterways and whether IWAI has obtained it?  Similarly whether an EC is required at the coal unloading site at Barh and whether NTPC has obtained it already?	Article 3.1 (c) (ii) of the draft Tripartite Agreement		Refer Query 2 & 3 above
86.	Is there any cap on the Landed cost of coal for calculation of the penalties on account of pilferage/transit losses?  We suggest that a cap be placed as this is a 10 year contract and without a capping it may expose the developer to huge risks	Clause 1.2.2 (b) of the ITB		RFP condition remains unchanged
87.	In case of non-functioning of lock gate if Farraka Barge Project over the operation period then:  (a) What is the liability on IWAI? (b) Can it be considered as a case of Force Majeure?	Article 10.4 (c)		In terms of liability, RFP terms remain unchanged Refer Article 10.4 (c) Further refer Query 7 above

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
88.	Has NTPC conducted any DPR for arriving at a normative cost of the infrastructure at Rs.150 crs. In case they have, can they share the report with prospective bidders?			As per the RFP the bidders shall be required to do their own due diligence and provide their own logistic solution
89.	What is meant by the inspection & what needs to be done by developer during such inspections?			Refer Query 68 above
90.	At the site what is width of the river, LFL, HFL, soil condition, cross currents etc.  Also what is the horizontal deviation between HFL & LFL  Who will be responsible for the dredging and maintenance of Turning Circle at Barh?			Data regarding river shall be obtained from Central Water Commission.  Soil condition shall be ascertained by the bidder  IWAI will provide required LAD and turning circle at Barh
91.	In case the developer is not using the trans loading point of KoPT as has been referred to in the Supreme Court order but during the operation its barges ply through the KoPT territory, will this transit attract any charges from KoPT/any approval would be required from KoPT?			Bidder requires to do their own due diligence
92.	Can NTPC provide the site plan preferably in AutoCad clearly indicating the identified location of barge unloading			Bidder to develop the site plan as per the land acquired for jetty and conveyor-A and JH-1 and using

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	<p>jetty/corridor/inter-connection point i.e. JH-2.</p> <p>Also provide cross-section of the 50m corridor that you have mentioned.</p> <p>Can the pipe conveyor be considered as triangular gantry with maintenance trolley instead of rectangular gantry (open) with walkways on both sides.</p> <p>Seal plate throughout the length of pipe conveyor is not required. However, at transition lengths &amp; crossing over road, rail, etc. the same shall be considered. Please confirm.</p> <p>Fire-fighting system for conveyor system is not considered, only provision for routing 200NB fire-fighting pipe shall be provided. Please confirm.</p>			<p>the existing NTPC water pipe corridor upto plant .</p> <p>The corridor survey shall be carried out by the bidder.</p> <p>Acceptable, however, bidder shall ensure the necessary clearances with overhead transmission lines and safety requirements for personnel.</p> <p>Confirmed, however, seal plate shall also be provided for the portion of the conveyor within the power plant.</p> <p>Necessary fire detection and protection facilities shall be provided as per <b>Annexure-I</b>.</p>
93.	<p>Have you considered Access road along the corridor? Please confirm.</p> <p>Also could you please indicate the water and power tapping points.</p>			<p>Yes</p> <p>Water tapping point shall be provided inside the plant near JH-2. Bidder shall provide pumps, piping, fittings, valves, etc for further distribution for use.</p>
94.	It is understood that would be 2 un-loaders of			Bidder shall provide unloaders of

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	500 MTPH capacity each discharging to Conveyor system of 1000 TPH. Please confirm.			suitable capacity to meet the specified conveying rate of 1000 TPH and the cycle times for the barges.
95.	IWAI waterway charge is on GRT, so does it mean that even in return journey one will have to pay for these charges.			Yes
96.	Whether total transportation rate is using NW1 will be compared with railway mode for evaluating price bids. If Yes, then railway cost for which port will be considered?			Please refer query 25 above
97.	In case of delay in land acquisition, owing to reasons beyond the control of CTA, will there be an extension of COD by the same period.	Article 3.2 (d)		Refer Article 3.2 (d) of the Draft Tripartite Agreement
98.	Non-refundable payment of Rs.2.5 Crore toward project success fee should be linked with project milestones over the period of three years of commissioning.	Clause 3.4.1 (b) of the ITB		RFP condition remains unchanged
99.	Volume-I / Article 1.1.7/ envisages logistics system for the delivery of coal, which capable of 24 hours and round the year operation. However, it is mentioned in Volume-II /Schedule I/ Article 6.1 that the system should be capable to discharge for a period of 330			Refer clause 1.1.3 of ITB and query 82 above

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	<p>days in a year.</p> <p>Please note that :</p> <p>I. Every season the transhipper will shift from Sandhead to Kankia sand at least twice a year depending on weather</p> <p>II. The 30 day non-availability period of 3 mtr LAD will coincide with the dry period when the weather is calm</p> <p>The mobilization period shown in Sl.(i) will add to the 30 day non-availability of 3 mtr LAD. This may be kindly considered and the total Operation Period of the System be revised suitably.</p>			
100.	The scheduled Bid Due Date is 23 <sup>rd</sup> January, 2015. In order to prepare a comprehensive bid, bidders have to undertake various studies to examine the viability of the project. In view of this it is requested that the Bid Due Date be revised as 60 days after receipt of IWAI's reply / clarification to RFP queries	Clause 1.3 of the ITB		Refer corrigendum to the Request for Proposal document in this regard
101.	The Article necessitates that the Operator shall act as facilitator and shall be responsible	Clause 1.1.12 (e) of the ITB		RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	<p>for timely land acquisition for NTPC required for the development of Unloading infrastructure and Material Handling System at Barh. The Operator is also required to liaison with various authorities for all land acquisition issues and Project Affected Persons for disbursement for compensation on account of land.</p> <p>Please note that land acquisition is not the expertise for a logistics service provider. Moreover, since NTPC is executing a mega project in Barh, it is in much better position to acquire land required for Unloading infrastructure and Material Handling System. Therefore, we request you that responsibility of land acquisition should be not be in the scope of the Operator. Moreover, selection of site for Unloading infrastructure and Material Handling System should be in the scope of IWAI / NTPC.</p>			
102.	<p>The Article envisages installation, operation and maintenance of Pipe Conveyor System. Kindly note that installation of such conveyor system would result in higher total logistics cost. In order to make the proposed logistics system more cost effective, it is proposed that</p>	Clause 1.1.12 (f) of the ITB		RFP terms remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	IWAI should set deliverables and the choice of design of conveying system be left to the Operator.			
103.	The article mentions a maximum permissible transit loss of 0.2%. This is not practical and may be revised to 0.5%.	Clause 1.2.1 (c) of the ITB		RFP terms remains unchanged
104.	It is mentioned that IWAI will coordinate with Kolkata Port Trust (KoPT) for providing requisite facilities for navigation through the waterway falling under the jurisdiction of KoPT. However, the entire system requires coordination with multiple authorities including Paradeep customs, Kolkata Customs, Paradip Port Turst, Farakka Barrage Authority. Kindly elaborate the role played by IWAI in coordinating with each authority. Please also provide in tabular form the SOR to be charged on vessel(s) as well as on cargo by each authority in its jurisdiction	Recital E of the Draft Tripartite Agreement		IWAI will provide facilitation to Operator in coordinating with Paradip Port Trust, Farakka Barrage Authority on specific issues; day to day coordination with respective agencies is the responsibility of the Operator. Bidders need to do their own due diligence
105.	Kindly provide the list of applicable permits required for the implementation of the project	Article 3.1 (c) (ii) of the Draft Tripartite Agreement		Bidder needs to do their own due diligence
106.	Please indicate the status and timelines for implementation of River Information System (RIS) between Farakka andBarh Stretch and	Schedule E: Details of Navigational Aids of the Draft Tripartite Agreement		Refer Query 62 above



S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	plan for extension of the same till Barh			
107.	It is mentioned that NTPC shall pay MGQ to Operator only on submission of equivalent value of BG. This Article is unilateral favoring NTPC, even if it fails to provide committed quantity to the Operator. Hence it should be deleted	Article 6.3 of the Draft Tripartite Agreement		RFP condition remains unchanged
108.	<p>The Article elaborately covers Operator Event of Default and NTPC Event of Default but omits IWAI Event of Default. Following should be incorporated as IWAI Event of Default:</p> <ol style="list-style-type: none"> <li>1) Failure to provide and maintain LAD of 3 mtr with a minimum channel width of 45 mtr from Haldia up to Barh for a period of 330 days in a year</li> <li>2) Failure to provide and maintain channel markings and night navigation facilities on a continuous basis beyond one month for the entire channel from Haldia to Barh</li> </ol> <p>Suitable compensation mechanism should be incorporated in case of Termination due to</p>	Article 11 of the Draft Tripartite Agreement		<p>IWAI shall perform all its duties and functions as provided under the IWAI Act 1985 and rules made there under. Reduction in LAD is covered under the Force Majeure Event.</p> <p>RFP condition remains unchanged</p>

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	IWAI Event of Default			
109.	<p>Please note that the open sea transshipment operation is not feasible and unsafe when under either or both the following condition:</p> <p>Significant Wave Height exceeding – 1.5 mtr</p> <p>Wind Speed exceeding 25 knots</p> <p>Therefore , occurrence of either of the above conditions may be considered as Force Majeure and may be suitably incorporated in the tender document</p>			Refer Article 10.2 (a)
110.	<p>Please provide following information:</p> <p>Co-ordinates of the unloading site at Barh and maximum high flood water and lowest water levels recorded over last 25 years</p> <p>Month-wise River Data like current, depths , etc. for upstream till Barh</p> <p>Navigational Charts from Farakka to Barh Stretch and updation thereof</p> <p>Details of river morphology including maximum current speed , depth ,etc. for the Barh Terminal Site</p>			<p>a) The Lat – Long of the intake well of NTPC near the proposed site is</p> <ul style="list-style-type: none"> <li>• Latitude: 25° 30' 28" N</li> <li>• Longitude: 85° 44' 25" E</li> </ul> <p>The proposed site may be finalized as per the suggested logistic solution provided by the bidder as per the terms of the RFP</p> <p>b) The river notices are uploaded on the IWAI website which provides the information on</p>

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
				<p>LAD, draught and navigational clearances.</p> <p>The range of current velocities between Rajmahal to Barh is as follows</p> <ul style="list-style-type: none"> <li>• Feb/March to May/June : 0.9 to 1.2 m/sec</li> <li>• June/July to Sep/Oct : 4.0 to 6.0 m/sec</li> <li>Sep/Oct to Feb/March : 1.5 to 2.5 m/sec</li> </ul> <p>c) Navigational Charts from Farakka to Barh stretch can be obtained from IWAI on the payment of prescribed charges</p> <p>d) LAD of 3 m (wef Dec 17) to be provided and maintained by IWAI. Refer clause 6.1 (b –i) of Volume II of the RFP – Draft Tripartite Agreement. Other parameters as required for construction of Unloading Infrastructure and Material Handling System at Barh shall be ascertained by the bidders.</p>

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
111.	In absence of any specified technical methodology in the tender, the bidders propose different methodologies. This leads to non-uniform evaluation of the technical bid and a like to like comparison is not achieved. We feel that the technical evaluation criterion of the tender is not standard and transparent. The said non-uniformity has got its bearing on Price Bid in turn. Therefore, the Tender should specify minimum Technical Methodology Requirement.			The suggested logistic solutions are required to meet the minimum output parameters prescribed in the RFP. Subject to the above, the Bidders are free to suggest a logistic solution to suit their individual requirements.
112.	In the entire Agreement there is no time allowed for mandatory Dry Docking / Special Survey for Transshipment Infrastructure and Vessels and also for Preventive Maintenance. Dry Docking and Special Surveys are mandated as per Indian Laws and each ship owner has to mandatorily comply with it. Similarly Preventive Maintenance is essential for smooth running of system. Thus we request time should be allowed considering BOTH these aspects, schedule of which will be informed by Operator in advance to Authority. Also relevant clauses to be inserted in the Agreement.	Article 6.1 (c) (xvii) of the Draft Tripartite Agreement		Refer corrigendum to the Request for Proposal document in this regard
113.	So far imports are primarily in panamax size			RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
	vessels. However, Agreement envisages handling of gearless capes too. Analysis shows that if panamax size Ocean Going Vessels are required to be handled at Transfer Point "Transportation Rate" could be lowered as Transshipment Infrastructure will be better utilised. Request if Authority can consider limiting Ocean Going Vessel sizes to Panamax only.			
114.	Handling losses allowed in previous tender were upto 0.5%. In the present tender same has been reduced to 0.2%. This increases the overall Transportation Rate and hence we request it to be restored to 0.5%	Clause 1.2.1 (c) of the ITB		RFP condition remains unchanged
115.	Agreement stipulates no changes. It even seeks certificate from Bidders to sign that no changes will be allowed. This is entirely one sided Agreement. Any tender allow deviation statements to proposed agreement to be presented along with bid. We request for allowing deviation statement proposed by bidders	Clause 1.2.13 of the ITB		RFP condition remains unchanged.
116.	Please provide angle of repose of coal proposed to be imported by NTPC.			The angle of repose of coal shall be considered as 37 degrees

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
117.	Can NTPC please specify the ceiling price indication towards Transportation Rate?	Clause 1.1.13 of the ITB		Same as Query 25 above
118.	Service Tax - Clause states for purpose of payment lower of quoted service tax or actual rate (prevailing 7 days prior to bid due date) will be considered. Any subsequent revision shall be proportionately increased / decreased.	Appendix VI: Format of Financial Bid of the ITB	The clause is very confusing. Service Tax is levied by Government of India and should be paid "as applicable" at the time of payment without reference to any adjustment / ambiguous clause.	RFP condition remains unchanged
119.	Def: Ocean Going Vessel- Said definition does not specify dimensional limits of Ocean Going Vessel.	Article 1.1 of the Draft Tripartite Agreement	Each Transshipment Infrastructure is designed to handle vessels upto particular size of OGV. Transshipment Infrastructure will not be able to handle OGV which are outside dimensional limits. Thus we propose to add following to clearly indicate OGVs that could be chartered. This include air draft at any point of time being less than 17 m, beam not exceeding 45 m and free of any deck obstructions. These limits may be suitably revised if	RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			NTPC agrees for only panamax size OGVs	
120.	Page 18 DTA Pt x -12000 PDPWWDSHINC	Article 2.2 (b) (x) of the Draft Tripartite Agreement	Since Vessels will have to ply through lock gates which is under purview of Ministry of Water Resources the same will be closed on all national holidays. During such time movement of Vessels will not be possible. Hence we request 12000 MTPWWDPR SHINC "excluding major Indian Holidays" be specified. Alternatively if Authority wishes to maintain same terms as indicated then please add "365 days in a year" after 24 x 7 operation of lock gate on Page 30 DTA Cl 6.1 (b) pt iv.	RFP condition remains unchanged
121.	Page 18 DTA Pt x -Clause states Operator to pay for all cost, tax, levies, etc		This is vague and generic. Operator should be responsible for bearing costs associated with Transshipment Infrastructure and Vessels only. Thus words	RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			"relevant to Transshipment Infrastructure and Vessels" be added in both x and xi	
122.	Clause restricts adjustment in Statutory Charges only on four headings mentioned in the table	Article 6.1 (a) (xiii) of the Draft Tripartite Agreement	While performing the operations, the Operator as stipulated in the Agreement will have to pay other charges to Kolkata Port / Paradip Port such as Port Dues and Pilotage too. Additionally these charges would be revised by these Port Authorities. These charges should also be reimbursed to the Operator as these are necessary for performing the operations stipulated in the Agreement.	Refer Schedule A Bidders require to do their own due diligence
123.			In the same context we would also like to seek clarifications from Kolkata Port on clearly specifying which other charges will be applicable to Operator and their present tariffs. The letter vaguely indicates port dues, pilotage	Refer Schedule A Bidders need to do their own due diligence



S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			and towage where applicable will be levied. Since Port has clearly indicated charges for handling coal for this project categorically we would expect same clarity for "Vessel Related Charges" too. Since there will be number of units of Vessels plying through KoPT we would expect clarity on this matter	
124.			In addition KoPT also to specify if 5% Pension Levy will be imposed on tariff indicated by it or not.	Refer Schedule A Bidders need to do their own due diligence
125.			Since Agreement has indicated at various places that all costs related to handling of coal from transfer point to Barh be paid by Operator we request IWAI to assist in clearly informing bidders about all applicable charges that will be levied by Port Authorities (Kolkata / Paradip - apart from those	Refer Schedule A and Article 6.1 (a) (xiii) Bidders need to do their own due diligence

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			indicated), Farakka Barrage - Feeder Canal Division and also IWAI, if applicable	
126.			Lastly Statutory Charges adjustment should also be available on account of any new charge imposed by any Government Instrumentality	RFP condition remains unchanged
127.	Page 53-NTPC Event of default		Delayed payment by Operator by more than 90 days it is classified as Operator's Event of Default in Cl 11.1 (a) xi. This clause should also be on a reciprocatory basis, in case NTPC fails to pay Operators within 90 days of due date.	Refer Clause 1.1.14 of the ITB RFP condition remains unchanged
128.	Page 59 Article 13-Normative Capital Cost of Rs 150 Crore towards Unloading Infrastructure and Material Handling System		We feel the same should be increased to Rs 200 Crore considering that this was set based on Farakka Project. However, dynamics at Barh are significantly different. In addition Indian Rupee has depreciated further and inflationary pressures mandate increase in normative	RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			capital costs.	
129.	Page 101 CTA Para after Pt f -New Tax or Change in Tax is not Change in Law		Taxes are imposed by various Government Instrumentality and such changes are completely out of Operator's control. Additionally such changes in taxes and / or imposition of new taxes have Material Adverse Impact on profitability of this project. It is not possible for any Operator to factor what changes and / or new taxes various Government Instrumentality are going to levy in future. Hence this clause be removed and any taxes, levy, cess, duties etc levied by any Government Instrumentality in future be reimbursed to Operator.	Refer Query 57 above
130.	Page 109, CTA Cl 4.1 (a) pt viii -Operator to make alternative arrangement in case of non availability of NW 1		Maintaining of NW 1 is out of Operator's scope of work. Hence Operator should not be obliged to make alternate arrangement in case of non	RFP condition remains unchanged Further, refer corrigendum to the Request for Proposal document in this regard

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			availability of NW 1	
131.	Page 110, CTA Cl 4.1 (a) x -Demurrage Clause		After ICS request insertion of "as per Charter Party to be shared with CTA	RFP condition remains unchanged
132.	Page 110, CTA Cl 4.1 (b) iv -CTA responsible for payment of costs at Transfer Point.		The clause should be specifically for assets owned and / or operated by Operator. We propose to add following words in last line after - if any at Transfer Point " relevant to Transshipment Infrastructure and Vessels" to avoid ambiguity	RFP condition remains unchanged
133.	Page 114, CTA Cl 6.2 (a) pt iii- Any taxes / duties on account of CTA.		This clause is incorrect. Firstly taxes as applicable for demurrage should be on account of CTA while that for dispatch should be on account of ICS. Secondly it should also mention subject to withholding tax as applicable	Refer corrigendum to the Request for Proposal document in this regard
134.	Page 115 CTA Cl 6.2 (a) pt xi 10 and 11 line- Port Authority orders shifting for "any other reason"		Words "any other reason" is absolutely vague and should be removed. In case of port operations if port authority	RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			shifts vessels for any of its convenience then there are no charges. If Port Authority wants these vessels to be shifted for its own convenience then time and cost for such shifting should not count.	
135.	Page 119 - Adjustment clauses		These clauses are vague and heavily penalizing. This would adversely affect the project viability. Hence we request either these be removed.	RFP condition remains unchanged
136.	Criteria mentioned in these adjustments are as per the base parameter. These should be those observed at Transfer Point			Pl. refer to Article 7 of Draft Coal Transportation Agreement which clearly stipulates that quantity and quality determination/ adjustments shall be carried out with reference to parameters as received at Transfer point. The references given in formulae are for illustration purpose. RFP condition remains unchanged
137.	Case I - Total Moisture		Assume moisture at Transfer Point as received by CTA is	Pl refer to reply at Q. 136.

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			26%. Again if same result is seen from analysis at Barh STPP then there should not be any penalty. However, as mentioned in the Agreement penalty is still applicable because moisture range is specified between 25% - 32%. So as per formula CTA is penalized for no fault on his behalf	
138.			Secondly for each one % increase in moisture received at Barh STPP upto 32% almost 1.5% weight of coal is reduced. In case moisture received at Barh is above 32% weight of coal to be reduced by 3%.	RFP condition remains unchanged
139.	Case II - GCV (ADB)		Assume GCV (ADB) received by CTA at Transfer Point is 5600. In case same value is observed at Barh STPP, even then as per formula indicated correction will be applied (assume 100 USD / MT	The formula for GCV correction calculates Corrected landed price of imported coal and not the penalty. RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			landed price of coal) $100 \times 5600/5600 = 100 \text{ USD / MT}$ . Thus formula is wrong. CTA has supplied same quality coal as it was handed over at transfer point. Despite the same penalty is levied on CTA as per formula indicated.	
140.			Extent of penalty is huge - Assume GCV (ADB) received by CTA at Transfer Point is 5600. In case value observed at Barh STPP is 5500, in such case penalty levied on CTA (assuming landed cost of coal as $100 \text{ USD / MT}$ ) as per formula indicated will be $100 \times 5500/5600 = 98.2 \text{ USD / MT}$ .	PI refer to reply at Q. 139
141.	Case III - Ash		For 1% increase in ash content, weight of coal to be reduced by 1.25% upto 20%. If ash content is over 20% weight of coal to be reduced by almost 2.5%.	RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
142.	Case IV - Sulphur Content		Assume Sulphur content at Transfer Point as received by CTA is 0.9. If the analysis carried out at Barh STPP indicate Sulphur Content as 0.95 in such case penalty as indicated in formula will be as follows. % increase in Sulphur Content $(0.95-0.9)/0.9*100 = 5.56\%$ . Penalty of Rs 200 / MT for each 0.1% increase in Sulphur content = $200 \times 5.56 / 0.1 = 11111$ Rs / MT, which is extremely high	RFP condition remains unchanged
143.	Case V – Size		Again no reference to quality of coal received at transfer point	Pl refer to reply at Q. 136. RFP condition remains unchanged
144.	Page 125 Cl 9.1 (b) and (c )		Operator is penalised twice for delayed performance	RFP condition remain unchanged
145.			Liquidated Damages clause is unwarranted. As long as Operator is bearing the demurrage liability, he should not be penalized further. Cl 9.1 (c ) should be removed	RFP condition remain unchanged



S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
146.	Page 30	Obligation of IWAI	If IWAI does not meet its obligations then how is the Operator commercially compensated as the Operator would have invested in the infrastructure facilities. We suggest that in case there is a disruption/ delay in commencement of operations due to IWAI's default then the Operator be compensated at the rate of 75% of the bid value commensurate with the tonnage lost attributable to such disruption/ delay in carrying out the obligations	RFP condition remains unchanged
147.	Page 28	Obligations of NTPC	If NTPC does not meet its obligations then how is the Operator commercially compensated as the Operator would have invested in the infrastructure facilities. We suggest that in case there is a disruption/ delay in commencement of operations due to NTPC's default then the Operator be compensated	RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			at the rate of 75% of the bid value commensurate with the tonnage lost attributable to such disruption/ delay in carrying out the obligations	
148.	Page 28	Obligations of NTPC	In the event that a barge has come to Barh for unloading and NTPC's stackyard is not having sufficient space to stack the coal then we suggest that the demurrage for the barges waiting at Barh has to be borne by NTPC	RFP condition remains unchanged
149.	Page 31	Transfer the Unloading Infrastructure and Material Handling System at Re 1/-  (Lumpsum Transfer price) to NTPC after expiry of this Agreement due to efflux of time or as per Article 13.1 due to early termination of this Agreement as the case may be	NTPC may consider increasing the Project tenure to 30 yrs as in that case the operator would have sweated its assets and can transfer it to NTPC at Re 1/-. But in this case where NTPC is giving the project for 10 yrs term, the assets should be transferred to NTPC at the book value	RFP condition remains unchanged
150.	Page 18	Pipe Conveyor system should have a discharge	Is it possible for NTPC to declare the exact coal	RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
		capacity of 1000 TPH	requirement at its coal bunker point? In that case the operator will have the flexibility to ensure that the exact amount of coal is supplied to NTPC rather than putting any qualifying condition on its operational aspects.	
151.	Page 80	Operator shall facilitate NTPC in the acquisition of approximately 5 acres of land for development	What is the prevailing Ready Reckoner rate of land at Barh? We suggest that in case the facility is designed to occupy lesser space then there should not be any binding on the party to acquire 5 acres and the party should be free to acquire only the required parcel.	Land to be acquired as per the design of the unloading infrastructure and material handling system
152.	Page 109	The CTA should make all reasonable efforts to deliver the unloaded quantity of imported coal to Barh within 12 days from the date of complete unloading from each Ocean Going Vessel	We would like to confirm that there is no associated penalty/ Liquidated Damages levied on the CTA in case this requirement is not met	Refer Article 9.2 of draft CTA

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
153.	Page 123	Fuel Price Change (FAdj) = {PRBP*25%*(D1-DBP)/DBP}	We suggest that you link this with bulk price as the diesel for this very operation will be procured in bulk and the price of diesel at retail and bulk stations are different.	RFP condition remains unchanged Further refer corrigendum to the Request for Proposal document in this regard
154.	Page 123	WPIAdj=PRBP*10%*(WPI1-WPI BP)/WPIBP	Why the inflation is considered only 10% of the total cost as the operation is labor intensive and WPI would account for 12- 15% of the total cost. We suggest that this be increased to 15%?	RFP condition remains unchanged
155.	Page 15	Operator shall ensure the creation/ procurement of Transshipment Infrastructure, Vessel and development of Unloading Infrastructure and Material Handling System, required for the purposes of discharge of its obligations in respect of the Project within a period of thirty six (36) months from the date of execution of the Tripartite	Is there any provision that NTPC may pay an advance to the Operator for the initial Capex to be invested by the successful bidder in the initial phase of the project period?	No

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
		Agreement		
156.	Page 17	In addition to Total Transportation rate per Metric Tonne, Bidders are also required to quote the handling and transit losses (in percentage) in their system upto a maximum of 0.2% (“% Transit Loss”), if any, on the quantity received at Transfer Point adjusted for quality variations if any	We suggest that the Transit Loss be increased from 0.2% to 0.5%?	RFP condition remains unchanged
157.	Page 15	For the purpose of this RFP, the “Total Cost of Coal” means the comparable cost of imported coal transported through railway mode upto coal stack yard including all applicable taxes and levies.	We understand that the Total Cost of Coal includes all components including cost of coal, handling charges at port, rail freight and other associated charges and levies etc. In view of the above please specify that for the price bid evaluation whether the total logistics cost including the port handling would be considered and not only the railway freight per se. Further we would also	Refer Query 15 above

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			request you to clarify from which ports the railways freight and the handling charges, if any, will be taken for bid evaluation.	
158.	Page 14 of ITB	Operator shall act as facilitator and shall be responsible for timely land acquisition required for the development of Unloading Infrastructure and Material Handling System at Barh waterfront as determined in accordance with Schedule F of the draft Tripartite Agreement (the “Unloading Point”).	In case we install a floating crane based unloading facility at Barh site then do we need to transfer the same to NTPC along with the conveyor belt at the end of the project tenure?	Yes
159.	Page 16	Detailed Logistic solution (including drawings, photographs etc.) suggested by the Bidder to undertake the unloading and transportation of coal from Transfer Point to Barh STPP through Inland Water Transport (IWT) mode	In case we are proposing 2 probable logistic solutions but only a single price bid and would be bound by that price for either of the 2 models then will such a technical solution be acceptable?	Only one logistic solution is to be submitted

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
		and meeting all the requirements of the Project as described in this RFP. The logistics solution submitted as part of the Technical Bid shall ensure compliance with applicable regulatory requirements, operational and safety standards of NTPC		
160.			As per the drawing no 0000-000-POM- A – 002, Conveyor A is located at 1254 meter from NH 31. While locating the same on google, the proposed conveyor A/Jetty is coming on Land. The length of conveyor may be need to increase 300 m towards river. We suggest that NTPC provides the exact latitude longitude of the jetty site. In case dredging is envisaged to create required water depth at the location of jetty head, please advise whether IWAI is going to undertake the same	Referred drawing shows only an indicative layout. The location of conveyor shall be finalized based on site survey after land acquisition.  No further details of the jetty site can be provided by NTPC at this stage  Refer 6.1 (b) (xi) Draft Tripartite Agreement

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			or bidder has to consider it in their scope. Same applies for protecting the river shore around the proposed jetty head.	Bank protection alongside the jetty is to be provided by the Operator, any spillage of cargo or construction debris of the work undertaken by Operator is to be removed by the Operator
161.			Please furnish the general meteorological data of the proposed site such as wave, current, temperature, rainfall, wind speed, humidity, visibility, etc.	This data may be obtained from concerned Meteorological offices
162.			<p>Please provide following information for the project site</p> <ol style="list-style-type: none"> <li>Bathymetry survey</li> <li>Topography survey of conveyor route</li> <li>Subsoil investigation report for jetty area and onshore soil investigation report of Conveyor area</li> <li>Please provide HFL and</li> </ol>	<ol style="list-style-type: none"> <li>Data may be obtained from IWAI field offices at Kolkata and Patna</li> <li>Bidder to conduct the topography survey of conveyor route</li> <li>Responsibility of Geo-Technical investigation is with the bidder</li> <li>These may be obtained from the Central Water</li> </ol>



S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			LFL for the river.	Commission
163.			Kindly provide details of a. Nearest source of Quarries b. Temporary area for construction	(a) To be ascertained by bidder (b) The area to be acquired for construction of jetty can be used for temporary area for construction
164.			Please provide the JH-2 details and arrangement drawing with showing the elevation of discharge end.	Bidder to develop the same. Basic data of existing facilities is already provided in RFP.
165.			Is pipe conveyor mandatory? Alternative option with trough conveyor with enclosed system along with transfer junction to ensure dust control is permissible or not?	Yes, pipe conveyor is mandatory.
166.			What clearance is required to clear the 400 kv transmission line?	Bidder needs to do their own due diligence

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
167.			Please provide the details of transmission line at conveyor crossing.	Bidder needs to do their due diligence
168.			Is conveyor crossing of transmission line is preferred to cross above the transmission line or below?	Alignment to be finalized in discussion with NTPC as Article 3.1 (c)
169.			What clear headroom is required to clear NH-31?	Bidders need to do their own due diligence. In any case, the bottom of steel of conveyor shall not be less than 8m above road level.
170.			Is bidder is allow to change the parameters and specification of system?	Bidder shall ensure the specified capacity of the conveying system
171.			Can we consider pipe conveyor on ground except at crossing corridor. Please confirm	Alignment to be finalized in discussion with NTPC as Article 3.1 (c)
172.			Is the successful bidder allowed to change the mechanised system of unloading at jetty i.e. type of unloading equipment, type of	Refer 2.2 (b) (vi), (vii) and (viii) of the Draft Tripartite Agreement RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			conveyor system etc. without compromise on project requirements?	
173.			Are all statutory approvals in place for the proposed riverfront facilities and associated conveyor system from riverside jetty to power plant?	Refer Article 3.1 (c) (ii) of the Draft Tripartite Agreement
174.			What is the minimum daily throughput required from the proposed facility considering annual throughput as 3 MTPA.	Logistic solution to be designed by the Operator to ensure delivering of 3 MMTPA of imported coal inside the coal stack yard
175.			What is the envisaged dead stock of coal going to be maintained inside power plant?	This is not a relevant query.

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
176.			What is the minimum availability for material handling system envisaged in the project? Please advise the type of studies undertaken to assess percentage downtime of barges for navigation in the waterway channel?	Bidder needs to do their own due diligence
177.			Please advise the voltage level for electrical power offtake inside NTPC and the cost of power tariff.	Bidder to refer drg. No. 0000-156-POE-A-001 – Electrical single line diagram.
178.			Please advise the voltage level for electrical power offtake inside NTPC and the cost of power tariff.	Please refer reply to Q 177
179.			Clause 13.1 (c) - Current provision mentioned that NTPC shall buyback only unloading infrastructure at Barh and not the Barges. It	RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			exposes operator to huge risk of unused Barge assets if there is Event of Default from NTPC as operator would end up having huge unutilized capital assets. Bidder propose that NTPC should buy all the assets if there is a EoD of NTPC	
180.			Clause 6.3: Current provision of RFP allows NTPC to adjust MGQ Amount during all 10 years of operation --> Bidder proposes that MGQ amount should be adjusted only for immediate preceding and subsequent year only	RFP condition remains unchanged
181.			Clause 6.3: As per current provision of RFP, operator shall have to submit BG against MGQ amount- This will lead to a situation where huge contingent liability	RFP condition remains unchanged

S.No.	Clause/Query	Refer Clause No.	Suggestion, If any	Replies/Comments
			remain outstanding for 10 years as BG against MGQ amount being settled only in the last year of operation.	
182.			IWAI must give details of the minimum vertical clearance of all road/ rail bridges that are enroute the NW-1 from Haldia to Barh stretch. This would help the bidder to finalize the dimension of the barges for its logistics solution.	The details are available on IWAI website and can also be obtained from concerned filed office of IWAI

**Annexure-I**