

**REQUEST FOR PROPOSAL FOR MOVEMENT OF 3 MMT OF IMPORTED COAL PER ANNUM FOR A PERIOD OF 7 YEARS THROUGH WATERWAY TO NTPC POWER PLANT LOCATED AT FARAKKA – PRE BID MEETING ON 31 JAN 2011**

**RESPONSES OF THE QUERIES**

**A. RFP**

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
1	1.1.2, Page 12	NTPC Ltd (NTPC) and IWAI entered into a Memorandum of Understanding (“NTPC-IWAI MOU”) to explore the possibilities to use inland waterways as a viable supplementary mode for transportation of coal for NTPC’s power plant located at Farakka, West Bengal	IWAI may please provide us with a copy of this “NTPC-IWAI MOU”	The MOU is between two government entities and has no impact on the competitive bid process for this Project.
2	1.1.3, Page 12	NTPC operates a 1600 MW thermal power plant (TPP) at Farakka, District Murshidabad, West Bengal (“ <b>Farakka TPP</b> ”) & plans to increase its capacity by additional 500 MW. NTPC requires around three million metric tonnes	(a) IWAI may please clarify, what is the total coal consumption per annum of Farakka TPP with 1600 MW, and what shall be the annual consumption of Farakka TPP with additional 500 MW. Kindly provide the break up of	(a) Relevant information for the Project is <i>inter alia</i> provided in Clause 1.1 (Background), Page 12. Bidders are required to analyze viability of the Project based on current projection of 3 MMTPA of imported coal for Farakka Power Plant only.  (b) –do-

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		("3MMT") of imported coal per annum for the operation of the Farakka TPP.	indigenous/imported coal consumed for above capacity respectively (b) Also it is learnt that NTPC plans to use this Coal Hauling Plan for import of coal meant for Kahalgaon TPP. If this is correct, please also provide us the actual quantity of coal imported through Paradip/Haldia Port for the years FY 2008,2009, and 2010 for Kahalgaon	
3	1.1.14, Page 12	The Farakka TPP is situated near the banks of National Waterway-1 thereby allowing inland waterway to be a viable option for transportation of imported coal. It is presently being estimated about seventy percent (70%) of the imported coal required by Farakka TPP is imported using the Paradip Port and the balance thirty percent (30%) is imported	(a) IWAI may please provide the actual quantity of coal imported through Paradip/Haldia Port for the years FY 2008,2009 and 2010 (b) What are exact landed costs of Paradip and Haldia in Rs/ton?	(a) Refer Clause 1.1.4, Page 12 further NTPC is already providing guarantee of 3 MMTPA of coal to be transported to Farakka using NW1 and delivery of the coal inside the coal stack yard of Farakka Power Plant for 7 years. The query therefore is not relevant.  (b) Bidder has to do their own due diligence in estimating the landed cost of coal based on the definition provided in Clause 1.1.11 of Volume I of RFP (ITB). As stipulated in the Disclaimer of the RFP document, each Bidder should conduct

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		using the Haldia Port, from where respectively it is transported to the Farakka TPP using the railway network.		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.
4	1.1.15, Page 12	NTPC imports coal on FOR destination basis either by itself or managed on its behalf by other agencies like STC, MMTC and CIL etc. Coal Procurement Tender process is normally done on an annual basis and for the quantities decided by NTPC based on its requirement for imported coal, in light of the gap in domestic supply of coal for its power plants. One such tendering process is undertaken for the imported coal requirements of various NTPC stations including Farakka TPP (“ <b>Coal Procurement Tender</b> ”).	IWAI may please explain what is meant by FOR Destination basis	In “FOR” destination basis, the Imported Coal Supplier’s (ICS) responsibilities include bringing imported coal at Indian ports, arranging vessels, stevedoring, handling, storage, port clearances, arranging Railway rakes/waterway carriers, loading, transportation and delivery of coal at NTPC Power station(s). All other activities for Clearing and forwarding of the consignments like custom clearance, coordination with port, Railways, and any other statutory authorities shall also be part of scope of work of Imported Coal Supplier (ICS). NTPC is paying to ICS for the actual quantities received at its Power Station(s).

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5	1.1.6, Page 12	NTPC has mandated IWAI to undertake a competitive bid process, for and on behalf of NTPC, to identify and recommend an operator (“Operator”) to NTPC, for final selection by NTPC. IWAI has appointed IL&FS Infrastructure Development Corporation Ltd as Project Development Organization for Project Development, structuring, Bid process management and assistance in final selection of Operator. The Operator, selected would be responsible for unloading the coal from the ocean going vessels and thereafter hauling the coal on barges using National Waterway -1 and ensuring delivery of the imported coal, in accordance with identified specifications,	<p>(a) It is a suggestion/request to IWAI since the Capex for subject project is huge, for a relatively small period of 7 years the project will not be commercially viable and therefore to make project more commercially viable the period should be at least 15 years with option to renew the agreement for further period of 10 years</p> <p>(b) Furthermore, by increasing the initial contract period to 15 years, the bidders would be able to depreciate the assets over 15 years and therefore the cost per ton to NTPC would substantially come down and the savings from lower lower cost</p>	<p>(a) This shall remain in accordance with RFP and no amendment is required in this regard.</p> <p>(b) –do-</p>

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		at the coal stack yard of the Farakka TPP, for a period of seven (7) years (hereinafter collectively referred to as “ <b>Project</b> ”), and in this regard the Operator would be expected to:	per ton would accrue to NTPC from year one itself rather than from beyond seven years. This tantamount to direct savings to NTPC. In other words NTPC would pay less per ton from year one in case of 15 years contract versus paying much more per ton in case of 7 year contract	
6	1.1.6, Page 13	formulate and implement a detailed plan in accordance with which: (1) the coal would be unloaded and transferred from ocean going vessels (Panamax/ Capesize) to barges at locations that are identified as being suitable for such unloading from the ocean going vessels to barges by the Operator (such location being referred to as “ <b>Transfer Point</b> ”), (2) to design and	<p>(a) Please tell us the possible/identified anchorage locations</p> <p>(b) Has NTPC/IWAI asked for a permanent anchorage point from Kolkata Port, as the volume to be handled by barges alone is phenomenal? As the operator will not be capable to arrange this solution</p> <p>(c) IWAI/NTPC may please clarify, whether all facilities/equipments has to</p>	<p>(a) Bidders are required to prepare a logistics solution as part of the technical proposal under Clause 2.2.2 (d) of the Vol I, Page 26 and further refer Clause 2.2 (Last Paragraph), Page 90. Please also see revised Appendix V(b) (Annexure IV) and Annexure VI of Addendum</p> <p>(b) Please refer reply (a) above read with Clause 3.1 (c)(ii) of Vol-II, Page 92 of the RFP</p> <p>(c) Clause 1.1.10 of the Vol I, Page 15 &amp;16 of the RFP(ITB) read with Clause 8.4, Page 108 of Vol. 2 of the RFP (draft Tripartite Agreement), specifies that the Bidder will be required to construct,</p>

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		implement a suitable mechanism to be used at the Transfer Point for the unloading and transferring the coal from ocean going vessel to barges (“ <b>Transshipment Infrastructure</b> ”), (3) provide adequate number of barge of suitable specifications to meet movement schedule of designated quantities of imported coal as per the requirement of NTPC (4) unloading system of adequate capacity and suitable for the Material Handling System specified under Schedule E of Tripartite Agreement (“ <b>Unloading Infrastructure</b> ”) that would be used at the Farakka TPP waterfront for unloading of coal from barges onto the Conveyor Belt System that would transfer the	<p>be brand new</p> <p>(d) Why should the Material Handling System be transferred to NTPC at Re 1/-only. It should be transferred at the reasonable market value, as ascertained by an independent surveyor.</p> <p>(e) Furthermore, clarification is requested that all floating facilities such as floating cranes, transshippers, barges, tugs etc would be retained by successful Bidder will be at full liberty to remove such facilities at its sole will and discretion</p>	<p>operate and maintain the Unloading Infrastructure and Material Handling System. Therefore, the Material Handling System and Unloading Infrastructure should be brand new. No second hand or used items can be installed and passed off as part of the constructed facilities. Please refer to Addendum issued in this regard.</p> <p>(d) This shall remain in accordance with RFP and no amendment is required in this regard.</p> <p>(e) The floating infrastructure i.e Barge, Transhipper, Tugs, Floating cranes etc as required to fulfill the obligation of the Operator under this agreement and Operator to ensure that all such floating infrastructure shall remain in operation during the tenure of this agreement. However, the bidder is allowed to remove the Floating Infrastructure as stated above only after the expiry or termination of the Agreement as the case may be.</p>

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		coal from the Unloading Infrastructure till the coal stack yard of the Farakka TPP (“ <b>Material Handling System</b> ”); and (5) such other details necessary to ensure reliable and sustainable logistics plan for the delivery of 3 MMTPA of imported coal from the ocean going vessel to the coal stack yard of the Farakka TPP (“collectively hereinafter referred as the <b>Coal Hauling Plan</b> ”);		
7	1.1.6(b)(i), Page 13	construct Material Handling System of Coal Hauling Plan in two phases and in accordance with Schedule E of the Draft Tripartite Agreement: (i) Phase I would include the construction and operation of Conveyor	(a) IWAI/NTPC/IL&FS should ensure protection from antisocial elements in and around Farakka. Any disturbance/delays caused due to above reasons shall entitle operator to claim damages and extension of time. Furthermore, NTPC/IWAI,IL&FS shall	(a) Clause 11.2(e), Page 117 of Vol. II of the RFP (draft Tripartite Agreement) provides this as part of Force Majeure. Further, Clause 11.7, Page 119 of Volume II of RFP (draft Tripartite Agreement) grants the Affected Party unable to perform its obligations as a consequence of the Force Majeure Event an excuse from performance of its obligations till such time as the Force Majeure Event exists.

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		Belt system comprising of Conveyor Belt A, Conveyor Belt B and Conveyor Belt C through junction house JH-1 and JH-2. Operator shall provide and implement the Unloading Infrastructure and Material Handling System Phase-I, that would be in operation for approximately nine (9) months (“ <b>Material Handling System-Phase-I Period</b> ”) for unloading transportation and delivery of minimum 2 MMTPA of coal inside the coal stack yard and thereafter utilized in Coal Hauling Plan upon completion of Phase-II of Material handling System	<p>ensure that they will fully compensate operator against piracy of all kind.</p> <p>(b) Would NTPC/IWAI provide any means of security along the river/canal.</p> <p>(c) We would suggest NTPC/IWAI to rework implementation schedule as per followings:</p> <p>(i) Interim solution shall be implemented no later than six months from the date of execution of the letter of award (after all CP’s have been satisfied by both the parties)</p> <p>(ii) Phase-I-shall be implemented no later than 18 months</p>	<p>No further protection shall be provided.</p> <p>(b) No, Operator would be required to take up the issue with local district administration/State police as and when required.</p> <p>(c) Implementation Schedule is as below:</p> <p>(i) Interim Solution has been made Optional for Bidder to submit Further, please refer Addendum in this regard.</p> <p>(ii) In respect of Phase-I, RFP provision will need to be followed</p>

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		for unloading, transportation and delivery of 3 MMTPA coal inside the coal stack yard. Operator would ensure that operation through Phase-I shall commence not later than fifteen (15) months from the date of execution of the Draft Tripartite Agreement.		
8	Clause 1.1.6 (c), Page 13	provide and implement an interim solution that would be in operation for approximately twelve (12) months (“ <b>Interim Period</b> ”) for : (a) enabling the commencement, no later than three (3) months from the execution of the Draft Tripartite Agreement (as defined later in this RFP), of unloading of at least 1 MMT per annum of imported coal from Ocean	IWAI may please clarify, what happens if the gears of the Ocean going vessel/s breaks down or the gears of the ocean going vessel/s are highly inefficient. What measures / compensation shall be taken / provided to the operator against the same.	It has been decided to make Interim Solution optional for the Bidder to submit.  Bidders must note that an Interim Solution submitted by the Bidders shall not be taken into consideration for the purposes of bid evaluation.  Please refer to Addendum issued in this regard.

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		<p>Going Vessel to barges by utilizing the gears of Ocean Going Vessel and identify suitable Transfer Point in this regard (b) transportation of the coal on barges to the Farakka TPP site, (c) arrangements to be done by the Operator for unloading of the coal from the barges onto <b>Coal movement through Inland Waterway</b> dumper trucks to enable transportation of coal by road to the coal stack yard of the Farakka TPP and (d) procure the services of sufficient number of dumper trucks to enable the unloading of coal from the barges and their transportation and delivery to the coal stack yard of Farakka TPP in accordance with the Schedule E of Draft Tripartite Agreement (“<b>Interim Coal Handling Plan</b>”);</p>		
9	Clause 1.1.6 (h), Page 14	procure and operate sufficient number of barges to ensure the	(a) Do the barges have to be brand new?	(a) As specified in Clause 2.2(e), Page 89 of Vol. II of the RFP (draft Tripartite

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		due unloading from ocean going vessel and river based transportation of a minimum of 3MMT per annum ( during the Interim Period for a minimum of 1 MMTPA or prorata and during the Material Handling System-Phase-I period for a minimum of 2 MMTPA or prorata) of coal;	<p>(b) Do the barges have to be owned or can they be hired / leased / bareboat charter / time charter etc.</p> <p>(c) NTPC / IWAI / IL &amp; FS shall be entirely responsible to provide any/all central/state Environmental approvals and clearances including but not limited to Environmental clearance from MoEF &amp; consent for Establishing from West Bengal Pollution Control Board (WBPCB) etc.</p> <p>(d) Till such time all such approvals are in place, operator shall not be required to commence any operation and or make any investment whatsoever.</p>	<p>Agreement), the Successful Bidder is required to procure and operate sufficient number of barges to ensure the due unloading and river based transportation of a minimum of 3MMT (during Material Handling System Phase-I 2 MMTA) of coal per annum. The decision of using new or refurbished barges is left on the Bidders. Further, please also refer to Revised Appendix V(b) (2) (Annexure IV) of Addendum</p> <p>(b) Please see response to query (a) above.</p> <p>(c) As specified in Clause 3.1(c)(ii), Page 92 of Volume II of the RFP (draft Tripartite Agreement), the Operator is obligated to (i) procure all applicable licenses, permits, clearances; (ii) maintain and keep in full force and effect such applicable permits/licenses, during the operation of the Project; and (iii) comply with all applicable laws and obtain all applicable permits in all material respects. NTPC/IWAI shall only facilitate procurement of such approvals</p> <p>(d) The RFP condition prevails. No</p>

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				amendment/medication required.
10	Clause 1.1.10 (ii), Page 16	arrange, procure or ensure the provision of suitable equipment and/or facilities required for unloading the coal from the ocean going vessels to the barges at the Transfer Point in accordance with the Coal Hauling Plan;	Is it necessary to own the facilities?	The mode of procurement of unloading/Transshipment Infrastructure shall be suggested by Bidder as a part of their proposed logistic solution -Refer revised Appendix V(b) (1) (f) (Annexure IV) of Addendum
11	Clause 1.1.11, Page 17	“PH(P)” = Port handling charges incurred at Paradip Port in berthing, unloading from ocean vessel and loading onto the railway rakes at the nearest railway siding (including entry charges, stevedoring, cost of clearances);	IWAI / NPTC may please provide the present PH(P)	Bidders to do their own due diligence
12	Clause 1.1.11, Page 18	“RF(P)” = railway freight from railway siding where coal is loaded into the railway rakes at Paradeep Port till Farakka TPP ; and	IWAI / NPTC may please provide the present RF(P)	Bidders to do their own due diligence

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13	Clause 1.1.13, Page 18	<p>The payments to the Operator shall be made by the Imported Coal Supplier with whom the Operator shall enter into a Coal Transport Agreement in accordance with the terms and conditions of the Tripartite Agreement (the indicative draft of the Coal Transport Agreement is provided in Schedule B to the Tripartite Agreement). Operator and Imported Coal Supplier shall be required to negotiate</p> <p>The specific commercial expenses/demurrages/losses which are not quantified in the Indicative draft. However, payments for default in minimum cargo guarantee shall be paid by NTPC directly to Operator in accordance with the provisions of the Tripartite Agreement.</p>	<p>(a) It is our suggestion / request that payment shall be made by NTPC directly to the successful operator. What if the imported coal supplier runs away? What if the imported coal supplier does not want to use the operator?</p> <p>(b) It is not necessary that the ownership of the coal should have transferred to NTPC to enable NTPC to pay part or all freight charges, coal transportation rate etc.</p>	<p>(a) NTPC shall make Freight Payment to ICS only after ICS submits documentary evidences of freight payment to CTA</p> <p>The concern regarding ICS running away is unfounded.</p> <p>(b) RFP condition shall prevail and no amendment is required in this regard</p>

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14	1.1.13, Page 18	The payments to the Operator shall be made by the Imported Coal Supplier with whom the Operator shall enter into a Coal Transport Agreement in accordance with the terms and conditions of the Tripartite Agreement (the indicative draft of the Coal Transport Agreement is provided in Schedule B to the Tripartite Agreement). Operator and Imported Coal Supplier shall be required to negotiate the specific commercial expenses/demurrages/losses which are not quantified in the Indicative draft. However, payments for default in minimum cargo guarantee shall be paid by NTPC directly to Operator in accordance with the provisions of the Tripartite Agreement.	<p>What would be the specific commercial terms like expenses, discharge rates, demurrage, handling losses etc. These commercial terms may be quantified for inclusion in the CT Agreement</p> <p>All main commercial terms of the CT Agreement should be pre-agreed &amp; determined in the tripartite agreement to held for the entire term to avoid disputes between ICS and the Operator.</p>	<p>The payment of handling/transit losses and Demurrages and Dispatch under Clause 1.1.13, Page 18 of Vol. 1 of the RFP (ITB) shall be governed by following terms:</p> <p>(a) Handling loss/Transit loss: Bidder is required to indicate the handling and transit losses (in percentage) in their system. The ceiling allowable is 0.5%. The losses shall be loaded for evaluation purpose in their bid at a normative rate of Rs. 8000 per ton of landed cost of coal.</p> <p>(b) Demurrages and Dispatch Earned: The rate of demurrage/dispatch shall be as per charter party subject to maximum demurrage of US \$ 15,000 per day and dispatch earned US \$ 7,500 per day for Panamax/Capesize Vessel. The demurrage/dispatch rate for each vessel shall be indicated by imported coal supplier to CTA at the time of nomination of vessel.</p> <p>Please refer to the Addendum issued in this regard.</p>

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15	Clause 1.2.1, (b) Page 19	<p>Technical Proposal shall include</p> <p>(i) Details of Technical and Financial capability of the bidders to demonstrate that the bidders meet the Minimum Eligibility Criteria stipulated under Section 2.2 of this RFP and</p> <p>(ii) Complete details of the Logistic solution (including drawings, photographs etc.) suggested by the bidder to undertake the unloading and transportation of coal from Transfer Point to Farakka TPP through Inland Water Transport (IWT) mode for the Interim Period, Material Handling Phase-I Period as well as the period of seven (7) years thereafter, and meeting all the requirements of the Project as described in this RFP.</p>	<p>(a) It is our suggestion / request, that NTPC should engage consultants to decide on the parameters of the coal hauling plan and ask all bidders to comply. Otherwise NTPC may reject a Technical Proposal which at a later date may prove to be a better proposal.</p> <p>(b) Basically NTPC should freeze the technical specifications of the coal hauling plan, including the type of transhippers and / or floating crane/s, type and details of barges etc prior to due date of submission of the price bids. So many contracts by PSU's run into rough weather when there is no uniformity in scope of work, scope of supply, frozen technical specifications.</p> <p>(c) The above would also avoid</p>	<p>(a) This shall be in accordance with the RFP and no amendment is required in this respect</p> <p>(b) This shall be in accordance with the RFP and no amendment is required in this respect</p> <p>(c) This shall be in accordance with the RFP and no amendment is required in this respect</p>

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			any scope for biased decision and favoritism.	
16	Clause 1.2.2 (a) Page 19	The first step would be Technical Stage; the Technical Proposal comprising information of the parties on their technical and financial capability and suggested logistic solution for Undertaking the Project would be evaluated on “pass/fail” criteria.	(a) This is arbitrary and will lead to litigation. (b) Does this means that the Lowest (L1) Bidder may not be the successful bidder.	(a) As specified in Clause 1.2.2, Page 19 of Vol. 1 of the RFP (ITB), the evaluation of the technical and financial capability shall be done to verify the bidder’s eligibility to meet the minimum eligibility criteria set forth in Clause 2.2, Page 24 of Vol.1 of the RFP. The evaluation of logistic solution shall be done in order to ascertain whether the suggested logistic solution is prima facie feasible and covers all the components of the Project as well as the scope of work of the Project as provided in this RFP. Only such Bidders who pass the Technical Bid evaluation stage would be eligible to have their Financial Bid opened. The second step is the opening of the Financial Bid and in this step the Financial Bid of only those Bidders will be opened, who have passed the Technical Bid evaluation (b) The evaluation of Financial Bid will be in accordance with Clause 2.17.6, Page 37 of Vol. I of the RFP(ITB)
17	Clause 1.2.4, Page 20	In this RFP, the term “ <b>Bidder</b> ” refers to all those Bidders that	(a) Who is the “successful Bidder”? Is it the SPV that	(a) Refer Clause 1.2.4, Page 20 read with Clause 3.3.1, Page 40 of Vol. I of the

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		have submitted Bid in response to this RFP. "Successful Bidder" refers to the Bidder selected to operate this Project pursuant to the Evaluation process.	enters into coal Transport Agreement / Tripartite Agreement? (b) What is the difference between Coal Transport Agreement and Tripartite Agreement?	RFP(ITB) and Recital (D), Page 146. The RFP is clear in this regard and no amendment is required to the same. (b) Refer Clause 1.1.7, Page 15 of Vol. I of the RFP(ITB), wherein it has been provided that the Coal Transportation Agreement is an agreement for transportation of coal to be executed between successful Bidder and Imported Coal Supplier from time to time, whereas Tripartite agreement is to be executed between NTPC, IWAI and successful bidder for period of 7 years for implementation of the Project, including construction of the Material Handling System and Unloading Infrastructure.
18	1.2.11, Page 21	A Bidder will be required to deposit, along with its Bid, an interest free Bid-Security of Rs. 2,00,00,000/- (Rupees Two Crore only) in favour of "IWAI Fund", Noida.	To be reduced to Rs. 1.2 crores	This shall be in accordance with the RFP and no amendment is required in this respect
19	1.2.9, Page 21	The Bidders are required to submit their duly completed Bids comprising the Technical Proposal and the Financial Bid ("Bid") in respect of the	(a) DD to be taken from a Scheduled Bank or Nationalised Bank ? (b) Payable at Noida" or "Payable at New Delhi	Please refer Addendum

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		Project, in accordance with this RFP Document ("Bidding Document"). The Bidders shall download the Bidding Documents (Volume I and Volume II of the RFP) from IWAI, and IL&FS-IDC websites free of cost. However at the time of submission of the Bid, the Bidder shall, along with its Bid, submit a non-refundable fee of Rs 15,000/- (Fifteen Thousand Only), through demand draft in favour of "Integrated Translog Development Company Limited IWAI-IIDC PDF".		
20	1.3, Page 23	(a) Pre-Bid Meeting at Farakka 31st January 2011 (b) Bid Due Date	(a) It is suggested that another prebid meeting is held after all queries have been answered so that sufficient opportunity is afforded to the bidders to submit important clarifications.	(a) The pre-bid meeting has already been held at Farakka. No further pre bid meeting is planned. (b) Last Date for the submission of the bid was 28th February 2011, which is now extended upto <b>15th March 2011</b> . Please refer to the Addendum issued in this

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			(b) In view of complex operations and voluminous documentation process request is made to extend the bid submission date by at least one month	regard.
21	2.2.2 (a), Page 26	<p><b>Technical Capability Criteria</b></p> <p>For demonstrating technical capability and experience (“<b>Technical Capacity</b>”), the Bidder shall:</p> <p>(i) Have experience in Operating/Maintaining/managing any of the Eligible projects (as defined below), and the revenue received from such Eligible Projects should be minimum of Rs. 50 Cr per annum, continuously for a minimum period of 2</p>	Should be reduced to 25 crores	This shall be in accordance with the RFP and no amendment is required in this respect.

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		<p>years in last 7 years immediately preceding the date of submission of bids, in India or abroad,</p> <p style="text-align: center;"><b>OR</b></p> <p>(ii) have developed and/or implemented at least 3 projects either on its own or as, as a lead member of a consortium in the past 7 years in Eligible Projects, as mentioned below, and the total project cost for such projects aggregating to a minimum of Rs. 200 Cr.</p>		
22	2.2.2 (c ) Page 26	<p><b>Financial Capability Criteria:</b></p> <p>The Bidder shall have:</p> <p>(i) Average Annual Turnover of the past 3(three) financial years</p>	Should be reduced to 25 crores	This shall be in accordance with the RFP and no amendment is required in this respect.

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		<p>(i.e. 2007-08, 2008-09, &amp; 2009-10) of at least Rs 100 Cr.</p> <p>OR</p> <p>(ii) Average Net Worth in the past three (3) financial years (i.e. 2007-08, 2008-09, &amp; 2009-10) of at least Rs. 150 Cr.</p>		
23	2.12.6, Page 34	The Bid shall contain no alterations or additions in relation to the RFP including the Draft Tripartite Agreement, except those to comply with instructions issued by IWAI and/or NTPC or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid .	<p>The clause mentions no changes are permissible in the draft tripartite agreement.</p> <p>Many minor changes which do not cause any significant or primary change of the terms should be allowed as agreement will need final legal vetting</p>	<p>Clause 2.12.6, Page 34 of Vol. I of the RFP (ITB) specifies that the Bid shall contain no alterations or additions in relation to the RFP including the Draft Tripartite Agreement, except those to comply with instructions issued by IWAI and/or NTPC or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid .The terms of the RFP are clear and need no amendment.</p> <p>The tripartite agreement is an integral part of the RFP, and therefore no changes are allowed. However, minor changes, while executing the Tripartite Agreement which have no effect</p>

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				whatsoever on the terms and conditions and spirit of the RFP may be allowed solely at the discretion of NTPC and IWAI. Therefore, no right requesting for a change in the draft tripartite agreement shall accrue on a Bidder.
24	2.13.2.a(iii), Page 35		<p>The clause does not take in to account default due to IWAI and neither compensates operator for the floating assets which from the major portion of the capital cost. Though the said asset is floating in nature but extremely capital intensive</p> <p>This may not be made a requirement at the time of qualification. We request removal of this condition and the same may incorporated in the DRAFT TRIPARTITE AGREEMENT to be agreed with the successful bidder</p>	This shall be in accordance with the RFP and no amendment is required with respect to the same
25	2.17.6 Page 37		<p>Can interim period rate be excluded from the Bid evaluation Process</p> <p>As clarified during the Pre-Bid meeting, it is not mandatory on</p>	<p>It has been decided to make Interim Solution optional for the Bidder to submit.</p> <p>Bidders must note that an Interim Solution submitted by the Bidders shall not be taken into consideration for the purposes of bid</p>

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
			the part of successful bidder to perform during the interim period	evaluation. Please refer to Addendum issued in this regard.
26	3.4.1 (a) Page 40	Project Development Fees of Rs. 50 lacs + service tax to Integrated Translog Development Company Ltd	Should be waived off	This shall be in accordance with the RFP and no amendment is required in this respect
27	3.4.1 (b) Page 41	Project Success Fees of Rs. 2.5 crores + service tax to IL&FS Infrastructure Development Corporation Ltd	Should be waived off	This shall be in accordance with the RFP and no amendment is required in this respect
28	3.4.2 Page 41	Performance security as Bank Guarantee to NTPC 25 crores	Should not be more than 2 crores	This shall be in accordance with the RFP and no amendment is required in this respect
29	Appendix IIa, Page 49		Though there will be one lead member, will it be possible to have Power of Attorney for two or more persons ( one from each consortia member)	It is not possible to permit each member of the consortia giving POAs. RFP provisions will need to be followed. No amendment to the RFP is required in this regard.
30	Certificate from Statutory Auditor / Project Owner		Definition of Project Owner is Requested	Project Owner means the client(agency/institution) who has awarded the work order and effected the payment against the services and materials supplied by the bidder in respect of such work order. Please refer to the Addendum issued in relation to the same.
31	Appendix VII,		Is there any scope for	The Performance Security is of standard format

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	Format for Performance Security		negotiating the wording / format of the Performance Security?	and no further clarification is possible regarding the same.
32	Appendix VIII, Page 70		Settlement mechanism in case of event of default by NTPC – This format of letter of undertaking needs to be submitted as part of the cover letter which is essential to qualify towards adequacy of documents  Such clauses need to be agreed after due consultations with bidder and we request for removing this from forming the part of Bid Selection	This shall be in accordance with the RFP and no amendment is required in this respect
33	Recital F, Page 73		We request, if IWAI could ask KoPT to provide wind / wave data at sandheads for last 1-2 years	. Refer Annexure-VI of Addendum
34	Clause 2.2, Page 87	Preparing and submitting to NTPC for its approval, the drawings of the Unloading Infrastructure and Material Handling System in accordance with the provisions of this Agreement;	What if NTPC does not approve the drawings?	This shall be in accordance with the RFP. Further, please refer Addendum issued in this regard.

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
35	3.1.a (i), Page 91	<p>(a) provide adequate Least Available Depth (LAD) of 2.5 meters for minimum 330 days in a year and navigational aids for round the clock operation. IWAI is undertaking fortnightly survey for LAD and same is available on IWAI's website under River Notices.</p> <p>(b) arranging land at Farakka along waterway near to NTPC Plant for development of Unloading Infrastructure and Material Handling System</p>	<p>(a) We request for specific mention of lean months and also provision of adjustment of shipment schedule during this lean water period</p> <p>(b) What if IWAI is unable to provide the LAD of 2.5 meters?</p> <p>(c) What remedy will be available to the successful bidder?</p> <p>(d) A reduction in draft will affect the viability of the project. Hence a remedy must be made available. For eg. If there is siltation in the river / canal because of which the LAD falls below 2.5 meters on any stretch of the river / canal, and NTPC / IWAI / IL&amp;FS due to whatsoever reason does not dredge well in</p>	<p>(a) It is difficult to precisely predict the period. However the lower LAD normally occurs during March to May. Bidders to do their own due diligence in this regard. The bidder may obtain the historical data from IWAI office at Kolkata to make assessment of LAD over the year.</p> <p>(b) Please refer to Clause 3.1(a) (i) of Vol. II, Page 91 of Volume II of the RFP (draft Tripartite Agreement). No further amendment/clarification to the RFP is required in this regard.</p> <p>(c) Refer to the addendum</p> <p>(d) –do-</p> <p>(e) –do-</p>

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
			<p>time to ensure that the LAD does not fall below 2.5 meters, the operator will be left stranded high and dry (literally). The barges will be grounded and will become easy prey for pirates</p> <p>(e) Based on this LAD if we design the barges and build new barges at a huge investment and during the first or second voyage only, the barge grounds due to insufficient depth. What is the financial implications / liability that IWAI is ready to bear?</p>	
36	7.1.a (i), Page 101		<p>(a) We would request that in such case NO DEMURRAGE / DESPATCH be applicable during interim period, as operations would be under trial</p> <p>(b) NTPC will allow trial</p>	<p>(a) It has been decided to make Interim Solution optional for the Bidder to submit.</p> <p>Bidders must note that an Interim Solution submitted by the Bidders shall not be taken into consideration for the purposes of bid evaluation.</p> <p>Please refer to Addendum issued in this</p>

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
			shipment up to 1 MMTPA & 2 MMTPA during trial period and phase I. There is no reference of guarantee of this tonnage	regard. (b) Please see reply (a) read with Clause 7.3, Page 104 of Vol-II of the RFP. Further refer Addendum in this regard.
37	7.1.a (iii), Page 101	NTPC through their Imported Coal Supplier shall ensure delivery of coal at Transfer Point on Fairly Evenly Spread (FES) basis.	(a) Request specification in case of default in FES arrivals by ICS. Request for inclusion of same in the main terms of CT Agreement (b) In case shipments are not on fairly even spread basis then who will compensate for the idling of the equipments?	(a) & (b) Specification will be stipulated by NTPC in its contract with the ICS. With respect to the Operator, NTPC is undertaking a minimum guaranteed coal obligation as provided in Clause 7.3, Page 104 of Vol. II of the RFP (draft Tripartite Agreement) and in the event the failure to deliver coal breaches the minimum guaranteed coal obligation, NTPC will make the payment in accordance with Clause 7.3. Please refer to the Addendum in this regard.  NTPC will furnish to ICS a quarterly schedule of quantity with a tentative month wise break up proposed to be delivered at the Power station. ICS and CTA shall coordinate and distribute the quarterly coal supplies in all the months of a quarter. Please refer to the Addendum issued in this regard.
38	7.1 (b) (v), Page 102	Make available existing IWT facility at Haldia in case of exigency on chargeable basis	Though there is mention of IWAI facility at Haldia, the detail of facilities are not	IWAI has a small floating terminal at Haldia outside the lock gate. The available draft at this terminal is 3 mtrs which is only suitable for

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
			<p>specified</p> <p>We request for the information of the facilities like LOA, draft available, access, photographs etc. for evaluation of accessing feasibility and parking of transhipper during nonoperational period</p>	<p>parking of small barges and not for Transhipper. For parking of Transhipper during non operational period, the Bidder has to do their own due diligence.</p>
39	7.1 (c) .v & vi, Page 103	The operator is to bear the charges levied by KoPT.	<p>It may please be noted that the bidder would consider the prevailing rate of port tariffs, taxes &amp; duties while submitting their bid. However, no clause addresses the compensation in increase of such prevailing statutory charges during the contract period.</p> <p>Increase in port tariffs, statutory charges, taxes and duties may be allowed to be recovered by the operator from ICS on actual / adjustment in case of statutory increase should be allowed.</p>	<p>KoPT has approved a concessional wharfage charge on coal of Rs. 15 PMT plus service tax and Nil anchorage charge on mother vessel/ transloader/ daughter vessel/barges for this project for 3 MMTPA of coal for a period of 7 years. In addition to above kindly refer Appendix VI, Page 65 &amp; 66 of the RFP. Please also refer Annexure-III &amp; Annexure-V of Addendum issued in this regard</p>
40	7.2, Page 104	NTPC will ” endeavor” to ensure that the ICS shall execute a CT Agreement with	NTPC has to ensure that CT Agreement is executed by the ICS under the main terms pre-	Clause 7.2, Page 104 of Vol. II, of the RFP (draft Tripartite Agreement) is clear, and no further amendment to the RFP document is

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
		operator in accordance with the draft CT Agreement of this bid.	determined. While doing so NTPC should act as the final authority for any dispute resolution under the over all terms of the tripartite agreement	required.
41	7.3, Page 104	(a) Reconciliation period for determining shortfall is 12 months. This is a very long period especially considering the there are various fixed costs an operator has to fulfill to keep the system running.	(a) We request to reduce the reconciliation period to quarterly basis. This clause will also ensure that the delivery of coal at TP is being made on FES basis. Adjustments of shortfall in next period defeats the principle of "FES" (b) It should be made 50% (c) NTPC's minimum guaranteed coal obligation is only applicable after completion of phase II while there is no such confirmation for interim period and Phase I, we would request for a guarantee during interim period and phase 1 also	(a) This shall be in accordance with the RFP and no amendment is required in this respect. RFP provision will need to be followed  (b) This shall be in accordance with the RFP and no amendment is required in this respect  (c) This shall be in accordance with the RFP and no amendment is required in this respect
42	9.1. (a), Page 114	Rate of consideration of the	(a) It should not be charged at	(a) This shall be in accordance with the RFP

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
		grant of lease of land at NTPC power plant site.	all (b) What is consideration of lease rental	and no amendment is required in this respect. (b) Please refer to the Addendum in this regard.
43	9.2 (a), Page 114	Clarification is requested whether the fee of Rs. 0.02 per MT per Km payable to IWAI is one way or for one round trip	(a) Should be waived off (b) The charge may kindly be charged while barge is carrying cargo only.	(a) Please refer to Clause 9.2(a) Page 114 of Vol. II, of the RFP(draft Tripartite Agreement). (b) Charges will be levied only when barges are carrying cargo. Please refer to the Addendum issued in relation to the same.
44	10.1, Page 115	While asset insurance is clear, who takes cargo insurance for the inland voyage ?	NTPC / ICS should insure coal and coverage may be up to FSTP premises at Farakka, where in the operator should be co-insured and this should form the terms of Coal Import Tender	Insurance policy for cargo shall be the responsibility of the ICS. Please refer to Clause 4.1(c)(vii), Page 158 of the draft Coal Transportation Agreement. No amendment is required in the RFP documents.
45	Clause no. 11 Force Majeure	Are the wordings of the Force Majeure clause open for any amendment?	There are issues which have not been suitably dealt with.	The query is too open ended. The force majeure Article 11, Page 117 of Vol. II, of the RFP (draft Tripartite Agreement) is of standard nature and no further amendment is required
46	11.7, Page 120	A Force Majeure Event shall not absolve the operator from any obligation to make payment in respect of its obligations under this agreement... occurrence of the force majeure.	We request this clause may be reciprocal basis. Neither party may (instead of just operator) be absolved from any obligation to make payment in case of force majeure.	The RFP condition prevails
47	12.1. (iv), Page 121	...for reasons not attributable	Should also include ICS	Please refer to Clause 7.3, Page 104of Vol. II,

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
		to NTPC / IWAI		of the RFP (draft Tripartite Agreement). Also please refer Clause 4.1(c)(i), Page 157. No amendment is required with respect to the same.
48	14.1 (b) Page 130	Compensation to be paid by NTPC in case if agreement terminated by Operator event of default	Proposed that NTPC should buy back the Material Handling System and Unloading Infrastructure on cost basis.	This shall be in accordance with the RFP and no amendment is required with respect to the same
49	Clause 14.1 (c)Page 130	Provided, however, for the purposes of this Agreement Debt Due and Equity shall not exceed the value as determined on a normative capital cost of [Rs. 90 crores] that is financed on Debt to Equity ratio of 70:30 and assuming that the repayment over 7 (seven) years period after COD.	Please confirm that this Normative Capital Cost applies only to the shore unloading equipment at Farakka. The floating facilities and barges etc shall always remain the property of the operator.	As provided in proviso to Clause 14.1(c) Page 130 of Vol. II, of the RFP (draft Tripartite Agreement), the Normative Capital Cost shall only apply to Unloading Infrastructure and Material Handling System at Farakka.  Floating facilities and barges etc shall remain the property of the Operator.
50	Article16, Page 132	Article only requires operator to indemnify NTPC and IWAI and not Vice Versa	We request that this clause may be reciprocal ie. The Operator also may be indemnified in case of liability is assignable to NTPC , IWAI and ICS	This shall be in accordance with the RFP and no amendment is required with respect to the same.
51	16.2 (b), Page 133	Article 21 is not evident in the RFP document		This is a typographical error, and the same is noted. This should have been written as Article 16. Please refer to the Addendum issued in this

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
				regard.
52	17, Page 135		The dispute resolution clause is applicable in case of any dispute between parties. This is all right for IWAI, NTPC and CTA. However disputes between ICS and CTA on shipping terms/SOF related issues are expected to be very frequent and should be settled with the intervention of NTPC. Arbitration between CTA and ICS should be the last resort.	The Parties to the Coal Transport Agreement are expected to co-ordinate with NTPC to: (i) resolve the dispute amicably on an urgent basis; and (ii) ensure the effective implementation of the Agreement so as to enable delivery of coal to NTPC's power plant at Farakka.
53	17.3 (b), Page 135	The place of arbitration shall be New Delhi/Noida but by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time.	Should be in Kolkata	This shall be in accordance with the RFP and no amendment is required in this respect
54	18, Page 137	General Observation On Tripartite Agreement : The Tripartite Agreement makes reference to Project Assets (which includes transshipment facility, barges, unloading infrastructure and MHS). It seems such references with	Such obligations may please be clearly marked separately for clear meaning of clauses.	Definition of the term "Project Assets" has been modified to include only fixed infrastructure such as Material Handling System and Unloading Infrastructure. Please refer to the Addendum issued in this regard.

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		respect to obligations are only limited to unloading infrastructure & MHS.		
55	4.1 (a) (iii) Page 156	Unload the Coal from the Ocean Going Vessels at an unloading rate of not less than 12000 MT PDPRSHINC basis at the Transfer Point for delivery to the Farakka TPP through the barges;	It should be reduced to 5000 MT till interim period in Phase-I and when the plant is ready 7,500 MT per Day the vessel capacity should match the draft of Diamond Harbour for round the Year operations	Please note that Interim solution shall be made optional for Bidder and refer to Addendum. For the rest of query RFP condition prevails.
56	4.1 (a) (v)	Coal is to be delivered within 5 days.	Coal received from one vessel shall be discharged on many barges. Some of these barges may face problem enroute Farakka from TP due to draft or for other reasons. In case the CTA is able to deliver majority (say 80%) of coal received from ocean going vessel, then this condition should be treated as fulfilled.	The CTA should make all reasonable efforts to transfer all the coal unloaded from the Ocean Going Vessel within 5 days of such unloading from the Ocean Going Vessel. Also please note that each barge is expected to deliver the coal, once its loaded, within 5 days from completion of such loading. Please refer to the Addendum issued in this regard.
57	4.1.a (viii), Page 156		Such clause should not be applicable *In case of scheduled / planned maintenance, which may be notified to NTPC / ICS in	The obligation on the CTA to transport coal to Farakka is a comprehensive obligation. Therefore,;  * In the event there is a scheduled maintenance

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
			advance ** Non-availability of NW1 or any part thereof due to Force Majeure	planned, the Operator shall still be under an obligation to transport the coal, and shall be required to make suitable alternative arrangements in relation to the same. ** It is already included in Force Majeure clauses
58	4.1, Page 157		Security along the waterway is the joint responsibility of IWAI, KoPT & the Local Police. If additional security is mandated by ICS, the same should be spelt out “ <i>ab initio</i> ”	Bidders are required to provide security as per Good Industry Practice to minimize loss. No amendment is required in this respect
59	6.2 (iii), Page 160		The dispatch / Demurrage rate be fixed in Tripartite Agreement and be valid for full contract duration. This rates may be quoted in turn by NTPC in Coal Import Tender	The payment of handling/transit losses and Demurrages and Dispatch under Clause 1.1.13, Page 18 of Vol. 1 of the RFP (ITB) shall be governed by following terms:  (a) Demurrages and Dispatch Earned: The rate of demurrage/dispatch shall be as per charter party subject to maximum demurrage of US \$ 15,000 per day and dispatch earned US \$ 7,500 per day for Panamax/Capesize Vessel. The demurrage/dispatch rate for each vessel shall be indicated by imported coal supplier to CTA at the time of nomination of vessel.

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				Please refer to the Addendum issued in this regard.
60	6.2 (x), Page 161	<p>(a) Master shall report damage within 48 hours.</p> <p>(b) In case of no settlement the damage shall be recovered by ICS from the bills of CTA</p> <p>(c) In case of no dispute "no claim" certificate is to be obtained from owner of the vessel.</p>	<p>(a) Damage if any is to be reported before sailing of the vessel so that survey can be conducted by an Independent Inspection Agency to ascertain the nature and extent of damage</p> <p>(b) ICS shall make payment to CTA and such provision shall only lead to avoidable disputes. NTPC should make payment to CTA or at least such recovery must be verified by NTPC before deduction from bills</p> <p>(c) It appears that such "no claim" certificate is to be obtained for all vessels. Normally such certificates are not issued by owner/master as per standard shipping practice. In case of no dispute this may not be required.</p>	<p>(a) Please see Clause 1.1.13, Page 18 of Volume I of the RFP (ITB) alongwith Addendum. The terms and conditions governing processing of claims for damages shall be negotiated and finalised between the ICS and CTA at the time of execution of the Coal Transport Agreement. Please refer Addendum</p> <p>(b) RFP conditions prevail</p> <p>(c) RFP conditions prevail</p>
61	6.2 (b) G, Page 162	Bad weather certification at TP	(a) This may be jointly &	Every port by law is required to have a port

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
		by Port Authority may not be a correct measure as no personnel are deployed by KoPT at such TPs.	<p>conclusively determined by Masters of OGV, Transshipper &amp; related Barges and log book entries of SOF</p> <p>(b) The vessel shall be placed at CTA's unloading facility with proper notices so the term "already on demurrage" is not applicable here. Gap of six days shall be maintained between two vessels and only if for the second vessel after this 6 days plus free period as per NOR plus allowable time for discharge, the CTA is unable to complete the vessel, this may arise. Please confirm.</p>	administrator and issue regular weather bulletins. No change is required to the RFP document in this regard.
62	Article 8, Page 166	(a) As per the clause 8.1.2 of Draft Coal Transportation Agreement, escalation in base freight is based on fuel price variation. Will this be applicable on		Please refer to the Addendum issued in this regard.

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
		cumulative basis? (b) We request for inclusion of allowance for escalation clause due to Factor Inflation		
63	9.1 (a), Page 167	Frequency / Interval of Invoicing is not clear.	<p>(a) The document may mention the periodicity of invoicing like vessels wise / month wise etc.</p> <p>(b) Default of ICS in payment to Operator should be specified under commercial terms of CT Agreement with payment of interest due to delayed payment beyond the agreed period which would also be part of coal import tender.</p> <p>(c) As such, we request inclusion of term ensuring the payment terms in the tripartite agreement that the ICS would make to the Operator</p> <p>(d) Consignment Delivery Schedule acceptable to NTPC should form the part of main terms of Coal</p>	<p>(a) The invoice shall be produced monthly and the reconciliation of payment between ICS with CTA shall be done on quarterly basis within 7 days of the end of each quarter. Please refer to the Addendum issued in this regard.</p> <p>(b) Refer Clause 9.1 (a), Page 167 of draft Coal Transport Agreement. In case of delay, the interest @ SBI base rate plus 6.75% shall be paid by ICS to CTA. Please refer to the Addendum issued in this regard.</p> <p>(c) NTPC shall make Freight Payment to ICS only after ICS submits documentary evidences of freight payment to CTA. Please refer Addendum in this regard</p> <p>(d) NTPC will furnish to ICS a quarterly schedule of quantity with a tentative month wise break up proposed to be</p>

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
			Import Tender and CT Agreement in turn	delivered at the Power station. ICS and CTA shall coordinate and distribute the quarterly coal supplies in all months of a quarter
64	9.1 (c ), Page 167		LD for berthing delay at TP should not be levied. As operator will already be penalized by the ICS in terms of demurrage.	This is clarified that there will be no LD levied for berthing delay at TP.
65	10.4. (b), Page 169	Reduction in LAD will lead to entire project non-operational and unviable	We suggest a suitable commercial compensation mechanism should be incorporated in such an event treatment as Force Majeure	This shall be in accordance with the RFP and no amendment is required in this respect
66	10.9, Page 171 and 12.1, Page 175	The terms in case of CT Agreement is terminated while Tripartite Agreement is still in force is not evident from the RFP document	In case of any discrepancy between clauses in either contract the Tripartite Agreement should prevail	If CT Agreement is terminated prior to Tripartite Agreement – NTPC is still bound by the terms of the Tripartite Agreement and Operator will be covered for that risk under the terms thereof.
67	General. Schedule E	The coal will contain fines. Specification does not indicate the extent of such fine particles. Handling of the fines to the extent of 100% removal by mechanical process is difficult. It is to be clarified	The specification should include a vacuum cleaning facility to suck the dust particles which cannot be otherwise removed through mechanical systems.	It is expected that the coal may contain fines to the extent of 20% in the range 0-2 mm. Bidder to provide suitable unloading arrangements in line with RFP

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
		what measure is envisaged specially for unloading from barges.		
68	Layout Drawing No. 4140-999-POM-A-001 (Rev-A), Schedule E	The removal rate of 800 Tonnes per hour with the full phase will call for simultaneous coal unloading from more than 1 barges. Accordingly, the stationary feed hopper may not be viable. To indicate specific preference for these hoppers.	Either multiple feed hooper or traveling feed hopper with a number of hoppers would be required. In view the specification stipulates many detail of the coal handling system, these items may kindly be finalized as a common specification.	Please note that 2 nos of Hopper are indicated with evacuation rate of 400 MT/hr of each hopper. The size of hopper is to be decided by Bidder. Please also refer Addendum in this regard.
69	Drawing No. 4140-999-POE-A-001, Sheet-1 of 2 (Rev-0) regarding electrical flow diagram. Schedule E	Supply of power for conveyor-E. The drive end of conveyor-E is far away from the jetty area switch gear. Although 6.6 KV supply is envisaged, it would be advisable if 415 or 6.6 KV feeder for conveyor-E is made available from existing CHP Plant as a part of the MCC-C near JH-5.	In case 6.6 KV supply is necessary provision of a 6.6 KV system along with 415 V power supply facility including transformer may be commonly specified as JF-5.	The specifications are only indicative and should be treated as guidelines for the Bidders.
70	Drawing No. 4140-999-POM-A-001 (Rev-A) Schedule E	The provision of conveyor from jetty area to power plant. In view of the level difference between jetty area and power plant area a tunnel below the existing road may be allowed	The existing road, boundary wall and river bank may be elaborately shown between the grid 1850E (approx.) to 1600E in the conveyor route may kindly be intimated.	Please refer the tender drawings for laying of conveyor. The level may be surveyed by Bidder. However transmission towers will be modified to provide right of way.

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
		in the drawing. Under such situation the road profile, top elevation and the width to be maintained for tunnel may kindly be specified.		
71	General specification. Schedule E	Several items have been specified in detail as regards to mechanical, electrical and civil works for the entire coal handling plant. It is to be clarified that the equipment and component as well as construction of all the items will be generally in line with the specification. However, the specific requirement of respective items which are to operate for satisfactory discharge of materials for about 9 to 10 year sunder the bidder's scope may be in line of proven equipment as to be found reliable by the bidder.	This query is specifically raised in regard to a clarification towards the approval procedure, if any, for the plant and equipment as well as drawings for the entire project. It is not intended to take deviations or provide material of inferior / lower grades. However the time schedule being short. There should not be any elaborate criteria of drawing / data sheet approval.	<p>Please note that the technical specification of coal handling plant package (Material Handling System, enclosed as Schedule E with RFP) are only guidelines provided by NTPC for the Bidders for making appropriate proposal for the system. Bidders are requested to conduct their own due diligence in respect thereof. However, following parameters/details as specified in the Technical Specification shall be followed:</p> <ul style="list-style-type: none"> <li>(a) Conveyor capacity for Rated &amp; Designed shall be minimum</li> <li>(b) Belting shall be Fire Resistant Grade</li> <li>(c) Conveyor gallery shall be as specified in the Tender drawing</li> <li>(d) Coal Handling Plant (CHP) general layout plan shall be as per Tender drawing</li> </ul> <p>While submitting the bid, bidder shall enclose detailed system description along with equipments offered for Material Handling System. It shall be sole responsibility of the</p>

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
				<p>Bidder shall be responsible for designing, construction, operation and maintenance of the coal handling plant to meet the specified coal requirement.</p> <p>Further as a part of construction document (Clause 8.1, Page 106 of draft Tripartite Agreement), the selected operator shall also submit the detail design memorandum alongwith the plant layout for Material Handling System. The detail design memorandum shall be submitted to NTPC/IWAI for approval in accordance with Clause 8.1(b), Page 106 of Volume II of the RFP (draft Tripartite Agreement).</p> <p>Please refer to the Addendum issued in this regard.</p>
72	Drawing No. 4140-999-POM-A-002.	Sheeting has been shown in the conveyor cross section. However, the same is not marked in the various junction towers. It is to be clarified whether all along the conveyors as well as all junction towers / transfer houses are to be provided with permanently colour coated	The cross country conveyors may be with covered removal hoods over the conveyor belting instead of a complete enclosed conveyor gallery system. However, this is a suggestion since the coal will be discharged into the stacker / re-claimer conveyors which are open type only.	<p>Please refer clause 4.01.00 and 4.02.00 III D-01, Page 4 &amp; 6 of 46 of Technical Specification.</p> <p>Bidder to follow technical specifications for conveyor gallery.</p> <p>Please refer Addendum issued in this regard.</p>

Sl. No.	Refer Clause No.	Clause/Query	Query/Suggestion, If any	Replies/Comments
		steel sheeting.		
73	Clause No. 2.02.30 MWV and High drain System.	The complete fires fighting for the entire new system have been stipulated in the specification. However, the various conveyors from JH-2 up to JH-6 are within the existing coal handling pant area. Therefore, it is to be clarified as to whether the fire fighting and all related facilities are to be limited up to JH-2 within the scope of the bidder.	The fire fighting arrangement for entire jetty area installation and Conveyor-B can be implemented from the source of feeder canal water. However, this cannot be linked with the plant area dire fighting facility which is an existing. As such, even if some equipment of fire fighting is to be included for the fire fighting system from JH-2 to JH-6, the same may be based on either particle fire extinguisher or connected to existing fire water system.	Fire detection and protection system for all conveyor and junction houses envisaged in proposed conveying plant are in scope of Bidder. Fire water pump house alongwith 2 nos fire water storage tank near proposed control room shall be constructed by the Bidder for fire protection purpose. Water for fire water tank shall be fed from feeder canal

**General Queries**

Sl. No.	Queries	Replies
1	Since, choice of trans-loading equipment & TP is left to individual bidder, during evaluation, how preference will be given for operating parameters like Discharge rate, Larger Vessels & All weather operations	The minimum operating conditions are stipulated in the RFP, hence no Preference will be given for any operating parameter
2	If the interim phase of handling 1 MMTPA & 2 MMTPA is not mandatory, will a bidder who confirms early startup be given any preference	No preference will be given for early start of Operation. Only Interim Solution is not mandatory The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
3	Commercial Main Terms of CT Agreement should be pre-fixed and constant throughout the contract period. Main Terms suggested are : * Discharge Terms of OGV at TP including for failure of "FES" arrivals * Allowable Transit Losses * Cargo Insurance * This may be incorporated in the Tripartite Agreement	Please refer Addendum in this regard
4	We suggest, in case the contract becomes null & void due to force majeure reasons or default by either NTPC and or IWAI at any time before the envisaged contract period of 7+ years, the residual value of the terminal & MHS ( fixed assets) at Farakka should be transferred to NTPC on a equated annual depreciated cost for the time of the event	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
5	What are the physical conditions like draft, tidal conditions, current and weather at anchorage location(s) and Farakka and under whose jurisdiction will these locations fall?	All the data required for due diligence for the submission of the bid is to be collected by the bidder. IWAI shall however, facilitate obtaining of such data as and when required. Further please refer Annexure VI of Addendum
6	On scrutiny of LAD in the past one year of NW-1 from Haldia to Farakka power plant least available depth is 1.6 mtrs in the month of April between Katwa-Palassey while the LAD assured by IWAI is 2.5 mtrs.	Please refer to Clause 3.1(a) of the draft Tripartite Agreement in accordance with which IWAI is under an obligation to provide 2.5 mtr LAD for 330 days in a year as a condition

Sl. No.	Queries	Replies
	Kindly confirm the LAD throughout the channel for the complete year.	precedent. The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
7	What is the draft available at unloading point i.e. Farakka power plant?	The indicative draft of 2.5 mtr is available at the unloading point. However, Bidders to do their own due diligence.
8	IWAI to arrange for dispensation for these barges which are of 1500 DWT to go up to Sagar/Kanika sands.	Bidders are required to implement the Project in accordance with the provisions of the RFP. Additionally, please refer to Clause 7.1(c) (vii), Page 103 of Volume II of RFP (draft Tripartite Agreement). No further amendment required to the RFP in this regard
9	The operator has to pay 0.02 paise /ton/km to IWAI which will amount to approx Rs 3.2 crores every year. IWAI is liable to fulfill certain obligations on its part and in case if these obligations/liabilities are not fulfilled by IWAI, no penalties/actions are mentioned to be taken against them, we suggest that suitable liabilities in case of failure should be borne by IWAI.	IWAI is committed to maintain the waterway channel upto Farakka with a LAD of 2.5 mtr for 330 days. Further any reduction in LAD is an event of Force Majeure. In case of the operation stops due to Force Majeure the period of operation shall be increased by same duration for which event of Force Majeure exists
10	Please provide the details of the route to be taken from Kanika Sands to Haldia during foul weather conditions.	As stipulated in the Disclaimer of the RFP document, each Bidder should, conduct its 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
11	Is the land suitable for developing unloading facilities and its distance from stack yard?	As stipulated in the Disclaimer of the RFP document, each Bidder should, conduct its 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

Sl. No.	Queries	Replies
12	NTPC floats tenders every year for import of coal port wise, it will become cumbersome for the operator to get into commercial contract every time with the importer selected for Haldia port. We request that the payment contract terms should be routed through NTPC directly	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
13	Road route to be clearly defined and please confirm that there are no statutory clearances required for the road movement of coal from unloading point to coal stack yard.	<p>It has been decided to make Interim Solution optional for the Bidder to submit.</p> <p>Bidders must note that an Interim Solution submitted by the Bidders shall not be taken into consideration for the purposes of bid evaluation.</p> <p>Please refer to Addendum issued in this regard.</p> <p>The road route shall be provided by NTPC in the event the Interim Solution is finalized and required to be implemented by NTPC.</p>
14	What is the amount of demurrages in terms of USD being paid by the coal importer due to the waiting of vessels at Paradip and Haldia?	Bidder has to do their own due diligence.
15	Kindly confirm that the transloader + barges are not on exclusive basis and they can be marketed to other customers	Yes, but only the surplus capacity if any after meeting NTPC demand.
16	What is the list of statutory clearances required and from which authorities for: 1) Operation of barges and transloader 2) Development of unloading mechanism with conveyer system	As stipulated in the Disclaimer of the RFP document, each Bidder should, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments,

Sl. No.	Queries	Replies
	3) Construction of civil jetty 4) Clearances related to project site at Farakka end and how will these impact the proposed time frames?	statements and information contained in this RFP and obtain independent advice from appropriate sources. Additionally, please refer to Clause 7.1(c)(vii), Page 103 of Volume II of RFP (draft Tripartite Agreement) No further amendment required to the RFP in this regard.
17	Will the Barge Building subsidy be made available for the proposed barges to be built/bought/modified for this project? If yes at what rate	No barge building subsidy is available at present
18	Recommend maximum barge size (L x B x D) by IWAI, for operations on this particular route NW 1	As stipulated in the Disclaimer of the RFP document, each Bidder should, conduct its 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. The provisions of the RFP are clear in this regard, and no amendment shall be made the RFP in relation to the same
19	Have any safe areas been identified by IWAI for safe anchorage of barges & crossing point for Upstream & downstream Barge (Upstream on the way from Kolkata till Farakka, for night halts/emergencies)	There are a few Pontoon jetties of IWAI in between Haldia to Farakka which could be utilized by selected Bidder for anchorage in case of exigency
20	What is the Average channel width from Kolkata to Farakka, especially on the turns/curves	IWAI shall maintain 45 m wide channel with 2.5 m depth. However the width available in channel is more in most of the length. If Bidders want, they can inspect the channel in IWAI survey vessel by contacting IWAI Kolkata office
21	Who will pay the Service Tax	Please refer to Clause 7.1(c)(vi), Page 103 of of Volume II of RFP (draft Tripartite Agreement), read with Appendix VI, Page 66 of the RFP and also Annexure-III of Addendum. The provisions of the RFP are clear in this regard, and no amendment shall be made the RFP in relation to the same.
22	What is the Width OF Feeder canal, and earmarked turning circle diameter	As stipulated in the Disclaimer of the RFP document, each

Sl. No.	Queries	Replies
	at Farakka	Bidder should, conduct its 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.
23	Is there a River Navigation map available from Kolkata to Farakka	River Navigation Maps are available with IWAI and same can be procured from IWAI on payment basis
24	Will KoPT wharfage charges be applicable on the barging From anchorage to Farakka ? (at present it is Rs.18 PMT)	KoPT has approved a concessional wharfage charge on coal of Rs. 15 PMT+ service tax and Nil anchorage charge on mother vessel/ transloader/ daughter vessel/barges for this project for 3 MMTPA of coal for a period of 7 years. Please refer to the Addendum issued in this regard.
25	Will IWAI provide river pilots from Kolkata to Farakka & vice-versa, if yes what shall the charges be?	River Pilots may be provided by IWAI on chargeable basis, at present these charges are Rs. 500 per day per pilot.
26	Will the final cost of the Rate of Transportation be compared to the Railways ?	Refer Clause 2.17.6, Page 37 of Volume I (ITB) of RFP
27	(a) What is the source of Indian coal for last 3 years. (b) What is the source of Imported coal for last 3 years.	As stipulated in the Disclaimer of the RFP document, each Bidder should, conduct its 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. No amendment shall be made the RFP in relation to the same.
28	Whose responsibility will it be to maintain the draft from transfer point to unloading infrastructure for smooth and safe movement of barges	Please refer to Clause 3.1(a), 7.1(b)(i),(ii) and (iii) of Volume II of RFP(draft Tripartite Agreement). No amendment shall be made in the RFP in relation to the same

Sl. No.	Queries	Replies
29	Who shall pay the charges / liquidated damages to the operator in case barges are grounded due to unavailable draft.	In the event LAD of 2.5 mtrs for minimum 330 days a year as a condition precedent under Clause 3.1(a), Page 91 of Volume II of RFP (draft Tripartite Agreement) is not fulfilled by IWAI, then under Clause 3.2(b), Page 92 of Volume II of RFP (draft Tripartite Agreement) "IWAI/NTPC", shall compensate the Operator by suitably extending the COD of the Project. Further refer Clause 11.4(a), Page 118 read with Addendum issued in this regard.
30	What about the night navigation, will it be allowed. If yes, what type of navigational aid will be installed and whose responsibility will it be to maintain the navigational aid system.	Please refer to Clause 7.1(b)(iii) , Page 102 of Volume II of RFP (draft Tripartite Agreement).
31	IWAI/NTPC/IL&FS shall get all the necessary clearances from local pollution board / authority for movement of coal from unloading infrastructure to the coal stockyard. Obtaining these clearances, including but not limited to Environmental clearance from MoEF & consent for Establishing from West Bengal Pollution Control Board (WBPCB), should be a Condition Precedent for NTPC / IWAI / IL&FS.	As specified in Clause 3.1(c)(ii), Page 92 of Volume II of RFP (draft Tripartite Agreement) the Operator is obligated to (i) procure all applicable licenses, permits, clearances; (ii) maintain and keep in full force and effect such applicable permits/licenses, during the operation of the Project; and (iii) comply with all applicable laws and obtain all applicable permits in all material respects. NTPC shall only facilitate procurement of such approvals as provided in Clause 3.1(b)(ii)(D).
32	What provision has been set up or laid down for increase in fuel prices and other Government taxes which may increase / decrease during the contract period.	Please refer addendum read with Annexure III of Addendum.
33	Is operator/bidder free to determine any Transfer Point? Furthermore please note that recent reports from news papers suggests that there is a difference of opinion between Govt. of Orissa and Ministry of Shipping as well as KoPT regarding KoPT declaring part of area around Kanika Sands	As stipulated in the Disclaimer of the RFP document, each Bidder should, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments,

Sl. No.	Queries	Replies
	as KoPT port limit, wherein KoPT expects transshipment to take place. What happens if this area around Kanika Sands is not allowed as Transfer Point for this project? The operator will be doomed.	statements and information contained in this RFP and obtain independent advice from appropriate sources. No amendment shall be made the RFP in relation to the same.
34	Is operator / bidder free to opt for any transshipment infrastructure.	Bidder is free to opt for any transshipment infrastructure which are meeting the predetermined operating parameter
35	Operator shall not be held responsible for any loss / damage / change in composition of coal in transit.	Please refer to Article 7, Page 164 of draft Coal Transportation Agreement. In addition to above please refer addendum
36	In case when the stockyard of NTPC has insufficient space to unload coal, who shall pay the demurrage / expenses / losses to operator. There is no guarantee from NTPC of having sufficient stockyard space available to unload the cargo.	NTPC has sufficient space in its stockyards. No amendment required to the RFP in relation to the same.
37	Notice of readiness should exclude the day of holiday, Sundays and National holiday	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
38	There is a high tension line at the site where conveyor belt structure is to come up. Also there is a road in between the proposed barge jetty and the stackyard. The clearance over the road level and the gap thereafter with the existing high tension wire require a study by experts.	As per Clause 3.1(b) (i), Page 91 of Volume II of RFP (draft Tripartite Agreement) NTPC is to provide right of way for construction of Material Handling System from the point of unloading to coal stack yard of Farakka TPP.
39	CISF security should be extended to the CTA's site including jetty area, conveyor belts and coal. This facility to commence from the day one of the project till completion of the Agreement	CTA is required to make their own security arrangement
40	Please introduce an exit clause for the operator and or the NTPC	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same. Please also refer Article 13, Page 125 of Volume II of RFP (draft Tripartite Agreement).

Sl. No.	Queries	Replies
41	The unloading infrastructure inside NTPC Farakka should be constructed and paid for by NTPC	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
42	We wish to highlight that multiple partners owning or managing operational areas and equipment can only jeopardise the whole Project, and this needs to be looked at with this perspective for having single point responsibility.	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
43	A joint trip from Plant site till Tribeni by IWAI will be great help in factual assessment & final planning of size & type of Barges for this project	IWAI is conducting fortnightly survey of river through their survey vessel, any party who would like to visit the river may coordinate with Director, IWAI Kolkata and fix up the schedule with them
44	Why have logistics and infrastructure been clubbed under the same project. The infrastructure development should be in the purview of NTPC or IWAI as has been the case for several other projects of this nature. Eg. Kribco.	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
45	In the tender there is no mention of co-ordination between the coal importer's nominated vessel owner and coal movement operator. This can create big losses on both sides therefore the coal importer should be asked to give the first right of refusal to the coal operator to carry the coal from the point of origin to the transfer point. This would make the entire process and win-win for all parties involved.	Refer Clause 6.2 (b), Page 162 of RFP(draft Coal Transport Agreement). Further the ICS and CTA are free to formulate any administrative measures for ensuring coordination between the parties
46	There is a charge that IWAI will be charging the coal operator for the building the infrastructure, which is calculated on per ton coal delivered to NTPC. IWAI is also guaranteeing a draft 2.2 mtrs for 11 months in a year according to the discussion held at Farakka. There should be a penalty clause for IWAI as if the draft goes below 2.2 mtrs the entire calculation and projected returns will change for the operator. Also as IWAI is	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same Please refer to Clause 2.2, Page 87, of Volume I of RFP (draft Tripartite Agreement) in relation to the Scope of Work to be fulfilled by the Operator in implementing the Project. Please also note Clause 7.1 (b), Page 102 of Volume II of RFP (draft

Sl. No.	Queries	Replies
	charging a fee for the infrastructure then it should build the coal loading and unloading system at the NTPC site as it has done in several other regions where the traffic is extremely low compared to the current confirmed traffic. To quote examples IWAI has created similar infrastructure in Patna, Varanasi and Guwahati. The night navigation system from Kolkata port to Tribeni should be built and tested before the bid is finalized in the interest of the project. Emergency facilities for tugging and security for the passage to prevent losses due to theft and pilferage. Also dredging and other activities need to be guaranteed against a penalty clause by IWAI to ensure smooth passage for the movement.	Tripartite Agreement).
47	The passage between Diamond harbour and Sagar anchorage belongs to the Kolkata port trust and all clearances to operate the barges in this passage should be obtained and provided to the operator by IWAI.	As specified in Clause 3.1(c)(ii) , Page 92 of Volume I of RFP (ITB), the Operator is obligated to (i) procure all applicable licenses, permits, clearances; (ii) maintain and keep in full force and effect such applicable permits/licenses, during the operation of the Project; and (iii) comply with all applicable laws and obtain all applicable permits in all material respects. NTPC shall only facilitate procurement of such approvals as provided in Clause 3.1(b)(ii)(D), Page 91 of Volume I of RFP (draft Tripartite Agreement).
48	Pontoon from IWAI to be made available free of cost for the purpose of make shift at Farakka Terminal	In case it is required by successful Bidder, IWAI will provide the same at Farakka free of cost till COD in accordance with RFP provision
49	In any clause for termination should be made clear, propose for no termination clause till the completion of contract	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
50	Financial qualification criteria should be relaxed up to the maximum extent	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
51	The material handling system & unloading infrastructure has to be	The provisions of the RFP are clear in this regard, and no

Sl. No.	Queries	Replies
	transferred to NTPC at a depreciated value instead of Re.1	amendment shall be made in the RFP in relation to the same
52	Request to make geared vessels mandatory during the complete period of operations.	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
53	Bad weather should be excluded from demurrages	Refer clause 6.2(b) (ii) (G), Page 162 of draft Coal Transport Agreement read with Article 11, Page 117 of Volume II of RFP (draft Tripartite Agreement). No amendment is required in the RFP in relation to the same.
54	After the said contract is completed & handed over the disposal/usage of other capital equipment created i.e Barges, loaders & other similar equipment	As specified in Clause 6.4, Page 100 of Vol. II of RFP (draft Tripartite Agreement), to facilitate financing of the Project, the ownership of the Unloading Infrastructure and Material Handling System has been provided to the Operator only till the Termination or expiry of the Tripartite Agreement. At the expiry or Termination, Operator shall transfer back Unloading Infrastructure and Material Handling System at a nominal consideration of Re. 1 to NTPC. Consequently barges, and related floating equipments thereon do not have to be transferred to NTPC.
55	Custom duty & taxes on demurrages should not be part of Bid	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
56	Gaps of 6 days between two geared vessel should be made three days and Imported Coal supplier should get all geared vessel	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
57	Unloading Infrastructure Taxes, Legal Fees should be paid by NTPC at the time of Transfer	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
58	RFP is talking of placing vessels upto size 120,000 MT, and 12,000 MT	Please refer to Clause 2.2.2 (d), Page 26, Clause 4.1 (a) (iii),

Sl. No.	Queries	Replies
	PDPRPWWD SHINC- the discharge time of such vessel would be 10 days. Hence the placement of vessels on 6 day rotation to be feasibly extended or else every alternate vessel has to wait for the turn to commence discharge and invariably fall into demurrage, thus directly increasing the operational cost	Page 156 of RFP (Draft Coal Transportation Agreement) read with Annexure-IV of Addendum. Further, Bidders are required to do their own due diligence
59	Suggest vessels NOR tendering to be office hours; Sundays and Govt Holidays excluded which would reduce demurrage level and allow more turnaround time of the mother vessels.	The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same
60	HSD/MO/DO/Lubes price escalation should be reviewed and accordingly escalated as and when the market price of the aforesaid items go up. Side by side operational and maintenance costs of the operative modules can't remain unchanged for a period seven years. Such costs to be reviewed annually.	Refer Addendum with respect to the same
61	Will the successful bidder get an opportunity to get involved in the process of finalizing the contracts (COA/Charterparty) between NTPC and ICS (Imported Coal Supplier)?	No
62	All government clearances need to be cleared – if required NTPC/IWAI should intervene to expedite the process then the contract period should start. It should not be 45 days of the Compliance Date. Further suggest NTPC to obtain statutory clearances in the name of the project.	As specified in Clause 3.1(c)(ii) , Page 92 of RFP, the Operator is obligated to (i) procure all applicable licenses, permits, clearances; (ii) maintain and keep in full force and effect such applicable permits/licenses, during the operation of the Project; and (iii) comply with all applicable laws and obtain all applicable permits in all material respects. NTPC shall only facilitate procurement of such approvals as provided in Clause 3.1(b)(ii)(D), Page 91 of RFP.

Sl. No.	Queries	Replies
63	What is the capital dredging and maintenance plan by IWAI?	Please refer 7.1 (b), Page 102 of RFP
64	Navigational marks (buoys and beacons) fixed by IWAI for night navigation as with present condition if 24hrs navigation not possible.	Please refer 7.1 (b), Page 102 of RFP
65	If NTPC can negotiate with KOPT to provide the designated anchorage area for barges and mother vessel.	As stipulated in the Disclaimer of the RFP document, each Bidder should, conduct its 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. No amendment shall be made the RFP in relation to the same
66	IF NTPC can negotiate with KOPT to allow operation of Dumb barges instead of self propelled barges.	As stipulated in the Disclaimer of the RFP document, each Bidder should, conduct its 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. No amendment shall be made the RFP in relation to the same
67	If NTPC will consider to reduce the discharge rate to 8,000MT pwwd.	Not acceptable. The provisions of the RFP are clear in this regard, and no amendment shall be made the RFP in relation to the same.
68	What is the discharge rate during interim period with geared vessel operation.	It has been decided to make Interim Solution optional for the Bidder to submit. Please refer to Addendum in this regard  Bidders must note that an Interim Solution submitted by the Bidders shall not be taken into consideration for the purposes of bid evaluation.
69	Detailed Project Report prepared by IL&FS may please be uploaded in	Detailed Project Report prepared by IL&FS was based on

Sl. No.	Queries	Replies
	IWAI's/NTPC's website so that we can download and read.	study conducted by IL&FS two years ago, since then the project structure and components of the project changed substantially, hence the project report prepared earlier is not relevant for the present bidding document
70	The Executive Summary drawn by IL&FS in this project may also please be uploaded for our study.	-do-
71	The bid document does not mention any technical experience about barge owners/operators, stevedoring on the vessel etc.	Please refer clause 2.2.2 (b), Page 26 of RFP. The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same.
72	Capital Investment in Road Transport Equipments like Hydraulic axles / Trailers etc. will be counted as Eligible Projects for the purpose of Technical Experience .	Refer Clause 2.2.2 (b), Page 26 of the RFP. The provisions of the RFP are clear in this regard, and no amendment shall be made in the RFP in relation to the same.
73	Kindly clarify whether the technical experience of Foreign Partner will be counted for the purpose of this Project in case of a Consortium formed with a Foreign company.	Refer Clause 2.2.11, Page 29 read with Clause 2.2.2 (d) last paragraph.
74	What are the places upriver of Kolkata where two tows in opposite directions can pass?	Bidder has to do their own due diligence. Further refer clarification given at S.No 4, Page 36
75	Is there a guaranteed air draft (applying to the bridges along NW-1)?	IWAI issues river notices on NW1 regularly which inter alia give such details. River notices are available on the website of IWAI.