

**REQUEST FOR PROPOSAL FOR MOVEMENT OF 3 MMPTA OF IMPORTED COAL FOR A PERIOD 7 YEARS THROUGH INLAND WATERWAY TO NTPC PLANT AT FARAKKA**

**ADDENDUM TO THE REQUEST FOR PROPOSAL DOCUMENT**

The following addendums are hereby incorporated as part of Request for Proposal , (the “RFP”), issued in relation to Movement of 3 MMPTA of Imported Coal for a Period of 7 Years through Inland Waterway to NTPC Plant at Farakka and the RFP shall stand modified and amended accordingly.

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
1.	Information to Bidders (Volume I, RFP)	Clause 1.1.6 (j), Page 14	In Clause 1.1.6 (j) following phrases are added “Design, construct, finance, operate and maintain” In place of “construct, operate and maintain”

S.NO	Document ref (indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
2.	Information to Bidders (Volume I, RFP)	Clause 1.1.10 (c) (vi), Page 16	In Clause 1.1.10 (c) (vi) following phrases are added “Design, construct, finance, operate and maintain” In place of “construct, operate and maintain”
3.	Information to Bidders (Volume I, RFP)	Clause 1.1.10 (c), Page 16	In Clause 1.1.10 (c) the following sentence shall be inserted at the end of the sub-clause: “It is hereby clarified that the Operator shall not use or install any second hand or used items in the Design, construct, finance, operate and maintain of the Unloading Infrastructure and Material Handling System as provided in the this sub-clause 1.1.10 above.”

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
4.	Information to Bidders (Volume I, RFP)	Clause 1.1.13, Page 18	In clause 1.1.13, Phrase “demurrages/losses” is deleted
5.	Information to Bidders (Volume I, RFP).	A new Section 5 is added	<p>A new Section 5 added on Page 42 which shall read as follows:</p> <p>Additional Proposal for Interim Solution</p> <p>The Bidder may provide an interim solution in a suitable format that would be in operation for approximately twelve (12) months till such time that the Unloading Infrastructure and Material Handling System -Phase-I as provided for in the Coal Hauling Plan becomes operational (“<b>Interim Solution</b>”) for: (a) unloading of at least 1 MMT per annum of imported coal from Ocean 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 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</p>

S.NO	Document ref (indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			<p>enable the unloading of coal from the barges and their transportation and delivery to the coal stack yard of Farakka TPP.</p> <p>NTPC has absolute and unequivocal discretion to accept and implement the Interim Solution. In the event NTPC decides to implement the Interim Solution, if submitted by the Successful Bidder, it shall issue a separate work order in relation to such Interim Solution.</p> <p>It is hereby clarified that the Interim Solution shall not be considered by NTPC and IWAI for the purposes of bid evaluation undertaken pursuant to the RFP.</p> <p>It is further clarified, a Bidder is not under a mandatory obligation to submit an Interim Solution and the submission of an Interim Solution is entirely optional for the purposes of this bid.</p> <p>Bidder who choose to provide the Interim Solution, they will have to:</p> <ul style="list-style-type: none"> <li>(a) submit an Interim Solution in a separate envelope clearly marked as “Interim Solution”;</li> <li>(b) provide the information in relation to the Interim Solution in an appropriate format provided in Annexure-I of Addendum in a separate sealed envelope clearly marked the “Interim Solution”. The Envelope shall be put in an Outer Envelope as per 2.13.2(a), Page 34 of Volume I of RFP(ITB);</li> </ul>

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			and (c) Financial proposal in relation to the Interim Solution shall be a part of the Interim Solution itself and submitted as per format provided in Annexure-II of this Addendum in a separate sealed envelope clearly marked as “Price Bid for Interim Solution”. The Envelope shall be put in an Outer Envelope as per 2.13.2(a), Page 34 of Volume I of RFP(ITB);
6.	Information to Bidders (Volume I, RFP)	Clause 1.2.9, Page 21	In Clause 1.2.9, following sentence is added at the end “payable at New Delhi from any Scheduled/ Nationalized Bank”
7.	Information to Bidders (Volume I, RFP)	Clause 1.3, Page 23	In Clause 1.3, the date of “ <b>28<sup>th</sup> February 2011</b> ” is replaced by “ <b>March 15, 2011</b> ”.
8.	Information to Bidders (Volume I, RFP)	Clause 2.2.2, Page 25	In Clause 2.2.2 the following is added at the end of the said provision:  “For the purpose of this clause the term Project Owner means the client (agency/institution) who has awarded the work order and effected the payment against the

S.NO	Document ref (indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			services and materials supplied by the bidder in respect of such work order”.
9.	Tripartite Agreement (Volume II, RFP)	Clause 2.2 (e), Page 89	In Clause 2.2 (e), Page 89 the following sentence shall be inserted at the end of the sub-clause: “It is hereby clarified that the Operator shall not use or install any second hand or used items in the Design, construct, finance, operate and maintain of the Unloading Infrastructure and Material Handling System as provided in the this sub-clause 2.2 (e) (iv)& 2.2 (e) (v) above.”
10.	Tripartite Agreement (Volume II, RFP)	Clause 7.1 (a) (iii), Page 101	In Clause 7.1 (a) (iii), following sentence is added in the end  “NTPC will furnish to Imported Coal Supplier (ICS) a quarterly schedule of quantity with a tentative month wise break up proposed to be delivered at the Power station. ICS and Operator shall coordinate and distribute the quarterly coal supplies in all the months of a quarter.”
11.	Tripartite Agreement (Volume II, RFP)	Clause 7.1(c) (v), Page 103	In Clause 7.1 (c) (v), the following sentence is hereby added at the end: “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.”  The letter issued by KoPT in relation to the same is appended as Annexure V to this Addendum.

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
12.	Tripartite Agreement (Volume II, RFP)	Clause 7.3, Page 104	<p>Entire Clause 7.3 is deleted and replaced by following</p> <p>NTPC hereby assures and represents to the Operator that it shall during each year of the Operation Period, utilise the Project for transportation of a minimum quantity of 3MMT per annum (such quantity being referred to as “Minimum Guaranteed Quantity”, MGQ), and further that it shall pay the Operator for the transportation of the 90% of Minimum Guaranteed Quantity, if the actual coal quantity made available by NTPC for the Project in a year is less than 90% of Minimum Guaranteed Quantity in accordance with the provisions of this Article. For avoidance of doubt, the provision of Minimum Guaranteed Quantity shall not be in effect during Material handling System-Phase-I period.</p> <p>Within three (3) weeks of the end of each period of twelve months of operations of the Project, the Operator shall submit to NTPC a statement (“Annual Statement”) providing:</p> <ul style="list-style-type: none"> <li>(i) Computation of the total quantity of coal supplied to Farakka TPP using the Project in the preceding twelve month period</li> <li>(ii) “Shortfall Quantity” because of NTPC’s default. (Difference between the quantity</li> </ul>

S.NO	Document ref (indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			<p>actually made available by NTPC for Project during the respective 12 month period and 90% of MGQ)</p> <p>(iii) Computation of “Excess Quantity” (Difference between the quantity actually made available by NTPC for Project during the respective 12 month period and MGQ)</p> <p>(iv) Computation of the “MGQ Amount” payable to operator, in case of Shortfall Quantity. It shall be calculated by multiplying the Shortfall Quantity with the 75% of Project Rate applicable on the last day of the period of the Annual Statement in which respective Shortfall quantity is reported.</p> <p>The Annual Statement would be submitted to NTPC together with the supporting documentation and calculations. The MGQ Amount will be paid to Operator directly by NTPC. The MGQ Amount will be payable on submission of a Bank Guarantee of equivalent value by the Operator in the format to be provided by NTPC. NTPC shall, within a period of thirty (30) days, make payment of the MGQ Amount as specified in the Annual Statement.</p>

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			<p>Provided however, NTPC is allowed to adjust MGQ Amount already paid / payable in any year under this provision of the agreement against the excess quantity of coal provided above MGQ (3 MMTPA) in any subsequent / earlier years of operations during the tenure of this agreement.</p> <p>The Excess Quantity shall be adjustable against the shortfall quantity during the tenure of the project. The operator shall refund the MGQ amount, if paid earlier, proportionate to the Excess Quantity <b>OR</b> adjust Excess Quantity accrued earlier with the Shortfall Quantity, as the case may be. For refund purposes, the rates shall be same at which MGQ amount was paid to the operator. The refund shall be made by the operator to NTPC within 30 days of approval of Annual Statement by NTPC and on receipt of such refund NTPC shall allow the Operator to reduce the value of Bank Guarantee by the amount of refund.</p> <p>The Bank Guarantee shall be refunded by NTPC after the settlement of last Annual Statement at the end of the</p>

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			<p>Term of Agreement.</p> <p>Provided however, in the event that NTPC raises an objection to the determination of the MGQ Amount as specified in the Annual Statement it shall, within a period of three weeks from the submission of the Annual Statement:</p> <ul style="list-style-type: none"> <li>(a) notify the Operator of its dispute to the MGQ Amount,</li> <li>(b) within a period of one week from such dispute notice, submit a written submission of its dispute to Operator providing the specific grounds and calculations and documents relating to the dispute being raised and</li> <li>(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 with interest applicable at the then prevailing SBI base rate plus plus 6.75% (six and three quarters percent).</li> </ul>

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			<p>It is clarified that no dispute raised by NTPC would be valid until NTPC has made the payment of the MGQ Amount pursuant to this sub-clause (c).</p> <p>It is clarified that if NTPC fails to notify a dispute on the MGQ Amount within three weeks of receipt of the Annual Statement, it shall be deemed to have accepted the same and no disputes thereafter in relation to an Annual Statement would be valid under this Agreement.</p>
13.	Information to Bidders (Volume I, RFP)	<p>Information to Bidders (Volume I, RFP)</p> <p>Clause 1.1.6 (c), Clause 1.1.6 (d), Clause 1.1.6(f), Clause 1.1.6(h), Clause 1.1.6(i), Clause 1.1.6 (j), Clause 1.1.7, Clause 1.1.10, Clause 1.1.10(b), Clause 1.1.10(d), Clause 1.1.10(e), Clause 1.1.12, Clause 1.2.1(b)(ii), Clause 1.2.3 Clause 1.2.12, Clause 1.2.12(a), Clause 2.2.2(d), Clause 2.2.2(d) (iii), Clause 2.13.2 (vii), Clause 2.17.6, Appendix V a, Appendix VI (b) (para 2) and (para 4).</p>	<p>The entire Clause 1.1.6(c), Page 13 is deleted and the phrase “Not Used” is inserted.</p> <p>The entire Clause 1.1.6(d), Page 14 is deleted and the phrase “Not Used” is inserted.</p> <p>In Clause 1.1.6(f), Page 14 the phrase: “the Interim Coal Handling Plan” is deleted.</p> <p>In Clause 1.1.6(h), Page 14 the phrase: “during the Interim Period for a minimum of 1 MMTPA or prorata” is deleted.</p> <p>In Clause 1.1.6(i), Page 14 the phrase: “the Interim Coal Handling Plan, and” is deleted.</p> <p>In Clause 1.1.6(j) Page 14, the phrase: “provided that during the Interim Period the Material Handling System</p>

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			<p>would comprise of dumper trucks for transportation and delivery of coal from barge unloading point at Farakka to coal stack yard” is deleted.</p> <p>In Clause 1.1.7, Page 15 the phrase: “during the Interim Period for a minimum of 1 MMTPA or prorated and” is deleted.</p> <p>In Clause 1.1.10, Page 15 the phrase: “Interim Period”, is deleted.</p> <p>The entire Clause 1.1.10(b) Page 15 is deleted and the phrase “Not used” is inserted.</p> <p>The entire Clause 1.1.10(d), Page 16 is deleted and the phrase “Not Used” is inserted.</p> <p>In Clause 1.1.10(e), Page 17 the phrase: “both Interim Coal Handling Plan and” is deleted.</p> <p>In Clause 1.1.12, Page 18 the phrase: “ 1MMTPA during the Interim Period” is deleted.</p> <p>In Clause 1.2.1(b)(ii), Page 19 the phrase: “Interim Period” is deleted.</p> <p>In Clause 1.2.3, Page 20 in place of “ (a) Rate per Metric Tonne for Transportation by Barges after unloading from Geared Vessel upto Farakka (b) Rate per Metric Tonne for Road Transportation from bank of</p>

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			<p>waterway to NTPC coal stack yard” following are inserted “(a) Not Used (b) Not Used”</p> <p>In Clause 1.2.3, this sentence is added “(d) Rate per Metric Tonne for Unloading of coal from Barges and Transportation of coal through conveyor Belt System to NTPC Stack Yard.”</p> <p>In place of  “(d) Rate per Metric Tonne for Transportation of coal through conveyor Belt System to NTPC Stack Yard”</p> <p>In Clause 1.2.12, Page 21 the phrase: “Interim Period” is deleted.</p> <p>The entire Clause 1.2.12(a), Page 22 is deleted and the phrase “Not Used” is inserted.</p> <p>In Clause 2.2.2(d), Page 26 the phrase: “both Interim Coal Handling Plan and” is deleted.</p> <p>In Clause 2.2.2(d) (iii), Page 27 the phrase: “Interim solution” is deleted.</p> <p>In Clause 2.13.2 (c) (vii), Page 35 the phrase: “ the</p>

S.NO	Document ref (indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			<p>Interim Coal Handling Plan and ” is deleted.</p> <p>In Clause 2.17.6 (d), Page 37 this sentence is added</p> <p>“Rate per Metric Tonne for Unloading of coal from Barges and Transportation of coal through conveyor Belt System to NTPC Stack Yard.”</p> <p>In place of</p> <p>“Rate per Metric Tonne for Transportation of coal through conveyor Belt System to NTPC Stack Yard.</p> <p>In Clause 2.17.6, Page 37 the phrase:” and the Interim Period Rate {(a) + (b)}” is deleted.</p> <p>In Appendix V (a), Page 63 the phrase: “and Interim Period Coal Handling Plan” is deleted.</p>
14.	Information to Bidders (Volume I, RFP)	Appendix V (b), Page 64	<b>Appendix V (b) is revised and provided in Annexure IV of this Addendum. Bidders are requested to provide the details only in specified format provided as Annexure-IV of this Addendum</b>
15.	Information to Bidders (Volume I, RFP)	Clause 2.17.6, Page 37	In the table provided in Clause 2.17.6, the second row is deleted. It is hereby clarified that the phrase Interim

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			<p>Period Rate {(a) + (b)} is deleted from the Transportation Rate column and 5 % is deleted from the Weightage column.</p> <p>The Weightage given for Transportation Rate is changed from “95%” to “100%”</p> <p>The following sentence is hereby added at the end of the table:</p> <p>“Bidders are required to indicate the handling and transit losses (in percentage) in their system upto a maximum of 0.5%. The losses shall be loaded onto the Project Rate quoted by Bidder at a normative rate of Rs. 8000 PMT of Landed cost of coal for the purpose of bid evaluation.”</p>
16.	Information to Bidders (Volume I, RFP)	Appendix VI, Page 65 & 66	<b>Appendix VI is revised and attached as Annexure-III of this Addendum. Bidders are requested to provide the details only in specified format provided as Annexure-III</b>
17.	Tripartite Agreement (Volume II, RFP)	Clause 1.1, Page 80	In Clause 1.1, Page 80 the term “LAD” is added before the term “Lenders”, and the following is hereby inserted as definition of LAD: “means the least available depth in navigable channel maintained by IWAI.”
18.	Tripartite Agreement (Volume II, RFP)	Recital I (d), Clause 1.1, Clause 2.2 (d), Clause 2.2 (f), Clause 3.1 (b) (ii), Clause 3.2(b), Clause 4.1 (a), Clause 7.1 (a) (i), Clause 7.1 (a)	Recital I (d), Page 74 is deleted and the phrase “Not Used” is inserted.

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
		(x), Clause 7.1 (b) (xiii), Clause 7.1(c) (x) and Schedule E (1).	<p>In definition of Ocean Going Vessel in Clause 1.1, Page 81 the phrase: “and during Interim Period Ocean Going Vessel means a vessel which are having their own gears and capable to unload midstream,” is deleted.</p> <p>The definition of Project Assets in Clause 1.1, Page 81 is amended and shall read: ““Project Assets means the fixed infrastructure provided by the Operator at Farakka end including Unloading Infrastructure and Material Handling System”.</p> <p>In definition of Project Milestones in Clause 1.1, Page 81 the phrase: “the Interim Coal Handling Plan and” is deleted.</p> <p>In definition of Transport Contract in Clause 1.1, Page 83 the phrase: “and 1MMTPA during the Interim Period and” is deleted.</p> <p>The entire Clause 2.2 (d), Page 88 is deleted and phrase “Not Used” is inserted.</p> <p>The entire Clause 2.2 (f), Page 89 is deleted and phrase “Not Used” is inserted.</p> <p>The entire Clause 3.1 (b) (ii), Page 91 is deleted and replaced with the following “Facilitate necessary approvals (under applicable</p>

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			<p>Central/State government rules and regulations ) for coal handling using Unloading Infrastructure and Material Handling System as envisaged under the scope of this RFP”</p> <p>In Clause 3.2(b), Page 92 the phrase: interim solution” is deleted and Phrase “Material Handling System- Phase-I” is inserted</p> <p>In Clause 4.1 (a), Page 93 the phrase: “interim period and” is deleted.</p> <p>In Clause 7.1 (a) (i), Page101 the phrase: “1 MMTPA of coal during Interim Period and” is deleted.</p> <p>The entire Clause 7.1 (a) (x), Page 101 is deleted.</p> <p>The entire Clause 7.1 (b) (xii), Page 102 is deleted.</p> <p>The entire Clause 7.1(c) (x), Page 103 is deleted.</p> <p>In Schedule E, Page 183 The entire (1) is deleted and the phrase “Not Used” is inserted.</p>
19.	Tripartite Agreement (Volume II, RFP)	Clause 2.2 (e) (v), Page 89	<p>In Clause 2.2 (e) (v), Page 89 following phrases are added  “Design, construct, finance, operate and maintain”  In place of</p>

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			Construct, operate and maintain
20.	Tripartite Agreement (Volume II, RFP)	Clause 8.1(a), Page 106	In Clause 8.1(a), the following is hereby added at the end of the sub-clause: “ It is hereby clarified that the Operator shall submit: (i) design memorandum for Unloading Infrastructure and Material Handling System and (ii) the layout plan for Unloading Infrastructure and Material Handling System as a part of the Construction Document for approval from NTPC and IWAI as required in this sub-clause”.
21.	Tripartite Agreement (Volume II, RFP)	Clause 9.1. (a), Page 114	The entire Clause 9.1 is deleted and replaced by: “The Operator shall as consideration of the grant of Lease of land at NTPC power plant site for creating Project Assets, pay Rs 1,00,000 (Rupees one lakh) per annum by way of Lease Rent to NTPC in accordance with the terms and conditions of the lease deed executed between NTPC and the Operator. “
22.	Tripartite Agreement (Volume II, RFP)	Clause 9.2 (a), Page 114	In Clause 9.2 (a) the following sentence is added at the end:  “It is hereby clarified that the Operator shall not be liable to pay fee under 9.2(a) Rs 0.02 (Two Paise) per metric tonne per Km for barges that are empty and plying on the National Waterway no. 1.”
23.	Tripartite Agreement (Volume II, RFP)	Clause 11.4(a), Page 118	In Clause 11.4(a), the sentence: irrigation requirement of States or due to Indo-Bangladesh Water Treaty is deleted and the following is inserted “any circumstance”.

S.NO	Document ref (indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
24.	Draft Tripartite Agreement (Volume II, RFP)	Clause 16.2 (b), Page 133	In Clause 16.2 (b) the reference to “Article 21” is changed to “Article 16”.
25.	Schedule B (Draft Coal Transportation Agreement),	Recital D, Clause 1.1, Clause 2.1 and Clause 4.1 (c) (v).	<p>In Recital D, Page 146 the phrase: “interim period” is deleted.</p> <p>The definition of the term Interim Period in Clause 1.1, Page148 is deleted.</p> <p>In definition of “Ocean Going Vessel” in Clause 1.1, Page 149 the phrase: “and during Interim Period Ocean Going Vessel Means a vessel which are having their own gears and capable to unload midstream,” is deleted.</p> <p>Definition of “Transportation Rate” in Clause 1.1, Page 150 is deleted.</p> <p>In Clause 2.1, page 153 the sentence: “However, during interim period, unloading of coal from the Ocean Going Vessel into the barges shall be done by utilizing gears of Ocean Going Vessel” is deleted.</p> <p>The entire Clause 4.1 (c) (v), Page 158 is deleted and the phrase “Not Used” is inserted in its place.</p>

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
26.	Schedule B (Draft Coal Transportation Agreement), to Tripartite Agreement (Volume II, RFP)	Clause 4.1 (c) (i), Page 157	In clause 4.1 (c) (i), Page 157 following sentence is added in the end  “NTPC will furnish to Imported Coal Supplier (ICS) a quarterly schedule of quantity with a tentative month wise break up proposed to be delivered at the Power station. ICS shall coordinate with CTA and distribute the quarterly coal supplies in all the months of a quarter.”
27.	Schedule B (Draft Coal Transportation Agreement), to Tripartite Agreement (Volume II, RFP)	Clause 6.2 (a) (iii), Page 160	In clause 6.2 (a)(iii) the sentence: “the rate of dispatch/demurrage as well as the charter party will be finalized at the time of execution of this contract” is deleted”
28.	Schedule B (Draft Coal Transportation Agreement), to Tripartite Agreement (Volume II, RFP)	Clause 8.1 Page 166	The entire Clause 8.1 is deleted and it is replaced by following,  <b>Payment to CTA</b>  In consideration of the CTA transporting the Coal from the Transfer Point till the coal stack yard of the Farakka TPP, ICS shall make the payment to CTA as per Project Rate with applicable service tax  “CTA will be allowed for price variation on Base Project Rate (PR <sub>BP</sub> ) as per following terms. The Base Project Rate shall be the rate which is discovered through bidding process undertaken for selection of CTA.

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			<p><b>(a) Fuel Price escalation</b></p> <p>Adjustment for variation in fuel price shall be calculated as per the following methodology.</p> <p>Fuel Price Change (<math>F_{Adj}</math>) = <math>\{PR_{BP} * 25\% * (D_1 - D_{BP}) / D_{BP}\}</math></p> <p><math>D_{BP}</math> and <math>D_1</math> are the sale price of High Speed Diesel (HSD) at IOC retail station at Haldia on 1<sup>st</sup> day of March 2011 and on 1<sup>st</sup> day of the respective month.</p> <p><b>(b) Factor Inflation</b></p> <p>Adjustment for variation in WPI shall be calculated as per the following methodology</p> <p><math>WPI_{Adj} = PR_{BP} * 10\% * (WPI_1 - WPI_{BP}) / WPI_{BP}</math></p> <p><math>WPI_{BP}</math> shall be WPI of the month in which tender for selection of CTA was opened</p> <p><math>WPI_1</math> is WPI indices of the month of April each year</p> <p>Indian Wholesale Price index (All Commodities</p>

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			<p>published in RBI Bulletin) (WPI) shall be used for this purposes</p> <p>Adjustment on WPI shall be applicable only from 1<sup>st</sup> April of every year</p> <p><b>Modified (PR) shall be calculated as:</b></p> <p><math>PR (New) = PR_{BP} + F_{Adj} + WPI_{Adj}</math></p> <p><math>F_{Adj}</math> and <math>WPI_{Adj}</math> shall be added or subtracted as the case may be</p>
29.	Schedule B (Draft Coal Transportation Agreement), to Tripartite Agreement (Volume II, RFP)	Clause 4.1 (a) (v), Page 156	The entire Clause 4.1(a) (v) is deleted and replaced with the following: “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”
30.	Schedule B (Draft Coal Transportation Agreement), to Tripartite Agreement (Volume II, RFP)	Clause 4.1 (a), Page 156	<p>In Clause 4.1 (a) the following Clauses are hereby added at the end:</p> <p>(ix) “CTA shall deliver the coal inside the coal stack yard of Power Station with allowable tolerance in Handling/Transit loss of ----- (in %) of the quantity</p>

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			<p>(to be indicated by Operator as part of bid submission). Provided, however, the Handling/Transit Loss is permitted to a maximum of 0.5%”</p> <p>(x) “CTA shall ensure that the Ocean Going Vessel shall be unloaded within the time period indicated by Operator in their suggested logistic solution. In case the delay happens on the unloading of Ocean Going Vessel, Operator shall be liable to pay demurrages; however demurrages in such event shall not exceed \$ 15,000 per day for Panamax / Capesize Vessel. The rate of dispatches earned shall be half of the demurrage rate. Demurrage incurred/dispatch earned shall be settled on ship-to-ship basis.</p>
31.	Schedule B (Draft Coal Transportation Agreement), to Tripartite Agreement (Volume II, RFP)	Clause 9.1 (a), Page 167	<p>In Clause 9.1 (a), Page 167, following sentences are added</p> <p>“The invoice shall be submitted monthly and the reconciliation of payment between ICS with CTA shall be done on quarterly basis within 7 (seven) days of the end of each quarter. In the event there is any delay in Payment, an interest @ SBI base rate plus 6.75% shall be paid by ICS to CTA on the invoice amount.</p> <p>It is hereby clarified that the invoices for transportation of coal shall be raised on ICS for the actual quantity of coal received at the NTPC Power Plant. In the event the actual quantity received at power plant as certified by</p>

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			NTPC is less than the quantity transferred to the Operator by ICS at the Transfer Point by more than the allowable handling and transit loss quoted by the bidder, ICS shall factor in the allowable handling and transit loss while making any deduction for the shortage of quantity. “Further, NTPC shall make Freight Payment to ICS only after ICS submits documentary evidences of freight payment to CTA”
32.	Schedule B (Draft Coal Transportation Agreement),	Clause 9.1 (c), Page 167	In Clause 9.1 (c) (i) the Phrase “Interim Period: 1 MMTPA” is deleted and the phrase “Not Used” is inserted in its place.
33.	Schedule B (Draft Coal Transportation Agreement),	Clause 10.4 (b), Page 169	In Clause 10.4(b), the sentence: irrigation requirement of States or due to Indo-Bangladesh Water Treaty is deleted and the following is inserted “any circumstance”.
34.	Schedule E (2), Page 183	The Material Handling System(MHS) to be developed by the Operator on Finance, Build, Operate, Maintain and Transfer basis shall <b>be as per the specification provided by NTPC herein under</b> “ Coal Conveying Plant Package”.	The following sentence in Schedule E is deleted  “The Material Handling System(MHS) to be developed by the Operator on Finance, Build, Operate, Maintain and Transfer basis shall <b>be as per the specification provided by NTPC herein under</b> “ Coal Conveying Plant Package”.  And is replaced by

S.NO	Document ref (indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
			<p>“The technical specifications for Coal Conveying Plant Package, Technical Drawings and Fire detection &amp; Protection system (as enclosed with this RFP as a part of Schedule E) are 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.</p> <p>However, following parameters/details as specified in the Technical Specification shall need to 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, the bidders shall enclose detailed system description along with equipments offered for Material Handling System. It shall be sole responsibility of the Bidder to design, finance, construct, operate and maintain the coal handling plant to meet the specified coal requirement”.</p>
35.	Schedule F , Page 185		Entire Schedule F is deleted

S.NO	Document ref ( indicate ITB/ TPA/ CTA)	Clause/ Article No.	Addendum
36.	Appendix III, Page 53	Format of Bank Guarantee for Bid Security	<p>Following sentence is deleted                      “On a Non-Judicial Stamp Paper of appropriate value as per Uttar Pradesh Stamp Act)</p> <p>And is replaced by                      “On a Non-Judicial Stamp Paper of appropriate value as per applicable rules of the issuing bank.”</p>
37.	KoPT has provided certain details (indicative) in relation to the existing physical conditions at the anchorage locations and these are given as Annexure VI to this Addendum		
38.	Bidders should note that the provisions of the RFP document through this addendum wherever referred to in the RFP/Bid document, shall be deemed to have been amended, and all references to such provisions will be taken to refer to the provision as amended and/or modified pursuant to this Addendum."		

**Annexure-I: Technical Proposal: Specifications of Project Components (Interim Solution)**

- (1) Unloading Point at midstream: Bidder shall provide the detail of
  - (a) Transfer Point (in Lat/long):
  - (b) Quantity of coal to be handled per month (in MT) :
  
- (2) Barges : Bidder shall separately indicate for Interim Period, Material Handling Phase-I period and Coal Hauling Period
  - (a) Type
  - (b) Number
  - (c) Capacity (in MT)
  - (d) Mode of Procurement of barges: Hire/Lease/Own
  - (e) Turnaround time of Barges
  
- (3) Dumper Trucks- For interim period
  - (a) Type
  - (b) Capacity (in MT)
  - (c) Number
  - (d) Maximum number of Trips per day
  - (e) Mode of procurement: Hire/Lease/own

**Annexure-II**

**Price Bid format for Transportation Rate- Interim Solution**

S.No	Particulars	Rate Per Metric Tonne of coal (in INR)	Service Tax (%)	Service Tax (Amount in INR)	Transportation Rate per MT (in INR)
(1)	(2)	(3)	(4)	(5)	(6)=(3) + (5)
(a)	Transportation by Barges after unloading from geared vessel upto Farakka waterfront				
(b)	Road Transportation from waterfront to NTPC stack Yard				

Maximum Handling and Transit Losses ( in %) \_\_\_\_\_%. (Bidder to note that this shall not exceed 0.5%).

.....Name of the Bidder / Consortium  
 .....Signature of the Authorized Person  
 .....Name of the Authorized Person

**Bidder to note:**

1. The Financial Bid is to be signed by the authorized person of the Bidder (In case of a Consortium , as per a valid power of attorney given by all members of the Consortium)
2. Bidders should specify the Transportation Rate amount in the format set out above clearly indicating the amount in both figures and words in Indian Rupees. All payments under this agreement shall be made in Indian Rupees only
3. The Transportation Rate Amount must include two places of decimals.
4. Bidders must note that the all Transportation Rates are subject to price adjustment as per the provision set forth in Draft Coal Transport Agreement vide Article 8.1.2.
5. Rates quoted above shall be inclusive of all applicable taxes & duties prevailing 7 days prior to the Bid Due Date. However any subsequent revision in the Service Tax as applicable shall be paid at actuals.
6. All the definitions shall be as per the provisions of the RFP.

**Annexure III: Revised Appendix VI: Format of Financial Bid**

(On the letter head of the Bidder/Lead Member)

**Operation of Coal Movement through Inland Waterway**

**Price Bid format for Transportation Rate**

(Refer clause 1.2.3 )

S.No	Particulars	Rate Per Metric Tonne of coal (in INR)	Service Tax (%)	Service Tax (Amount in INR)	Transportation Rate per MT (in INR)
(1)	(2)	(3)	(4)	(5)	(6)=(3) + (5)
(a)	“Not Used”				
(b)	“Not Used”				
(c)	Unloading from Ocean Going Vessel, loading onto the barges and Transportation through Barges upto Farakka waterfront				
(d)	Unloading of coal from barges and Transportation of coal through conveyor belt system to NTPC stack Yard				

Maximum Handling and Transit Losses ( in %) \_\_\_\_\_%. (Bidder to note that this shall not exceed 0.5%).

.....Name of the Bidder / Consortium  
 .....Signature of the Authorized Person  
 .....Name of the Authorized Person

**Bidder to note:**

1. The Financial Bid is to be signed by the authorized person of the Bidder (In case of a Consortium , as per a valid power of attorney given by all members of the Consortium)
2. Bidders should specify the Transportation Rate amount in the format set out above clearly indicating the amount in both figures and words in Indian Rupees. All payments under this agreement shall be made in Indian Rupees only
3. The Transportation Rate Amount must include two places of decimals.
4. Bidders must note that the all Transportation Rates are subject to price adjustment as per the provision set forth in Draft Coal Transport Agreement vide Article 8.1.
5. Rates quoted above shall be inclusive of all applicable taxes & duties prevailing 7 days prior to the Bid Due Date. However any subsequent revision in the Service Tax as applicable shall be paid at actuals.
6. All the definitions shall be as per the provisions of the RFP.

## Annexure-IV

**Revised Appendix V (b): Technical Proposal: Specifications of Project Components**

(See: Clause 2.2.2 (d))

- (1) Unloading Mechanism (Transshipment Infrastructure) from Ocean Going Vessel in case of Coal Hauling Plan: Bidder shall provide the detail of
  - (a) Transfer Point-I (in Lat/long):
  - (b) Transfer Point-II (in Lat/Long) in case required by Bidder :
  - (c) Type (Fixed/Floating) :
  - (d) Capacity (storage in MT) :
  - (e) Capacity (Discharge in PDPRSHIC)
  - (f) Mode of Procurement of Transshipment Infrastructure : Hire/Lease/Own
  - (g) Lead Time in Procurement for suggested Transshipment Infrastructure
  - (h) Number of Ocean Going Vessel envisaged to be handled per month
  - (i) Gap required in Handling of Two Ocean going Vessels
  - (j) Type of Ocean Going Vessel Proposed to handle at Transfer Point: Panama/Capesize
  - (k) Indicate the time taken to unload the Ocean Going Vessel:
  
- (2) Barges : Bidder shall separately indicate for Material Handling Phase-I period and Coal Hauling Period
  - (a) Type
  - (b) Number
  - (c) Capacity (in MT)
  - (d) Mode of Procurement of barges: Hire/Lease/Own
  - (e) Turnaround time of Barges
  
- (3) Unloading Infrastructure and Material Handling System

As per specification and standards set forth in RFP document. Bidder is required to provide the estimated cost of development of the above infrastructure and **enclose detailed system description alongwith equipments offered.**

In addition to above Bidder is also required to submit the timelines for procurement of Unloading Infrastructure, Material Handling System-Phase-I and Material Handling System-II separately, however, it cannot be higher than as indicated in the RFP document
  
- (4) Not Used

**Bidder to Note**

Bidders are required to add separate sheet in case the space provided in the format above is not sufficient

**Annexure-V**

**Letter issued by KoPT approving concessional rates for this Project**



Kolkata Port Trust  
15, Strand Road  
Kolkata- 700001

Fax No 033-2230-4901/  
2213-7367  
Telephone No. 2230-2045 (direct)  
2230 3451 Extn.371  
E. mail : osd@kopt.in  
Website: www.kolkataporttrust.gov.in

Administration Department

No. Admn/Misc.222/B

December 1, 2010

Shri R.P. Khare,  
Director (P&C),  
Inland Waterways Authority of India,  
A-13, Sector-1,  
Noida - 201 301,  
Uttar Pradesh.

Supdt. WT  
Swafans  
on rat. file  
& a copy to DDM gwt  
08/12/10  
02/12/10

Sir,

Sub: Concessional rate for transportation of anchorage/wharfage charge for project of transportation of imported coal for NTPC power plants

This has reference to the correspondence resting with your letter No.IWAI/Cargo/155/2008 Vol.IV dated 22.11.2010 on the above subject.

2. The matter has been considered by the Board of Trustees for the Port of Kolkata in their meeting held on 29.11.2010 and by Reso. No.175 dated 29.11.2010 they have approved levy of the following concessional rates of anchorage and wharfage charges for transloading of imported coal a/c NTPC within KoPT's limits and direct transportation of the same by barges to the power plants of NTPC:

- |     |   |   |  |
|-----|---|---|--|
| i)  | Wharfage charge on coal   | - | Rs.15/- per ton or part thereof plus Service Tax |
| ii) | Anchorage charge on mother vessel/transloader/daughter vessels/barges | - | Nil  |

3. However, port dues as per prevailing rates will be levied on the mother vessel for each call and on the transloader, for the initial call only (as she would be stationed within KoPT's limits). Piltoage & towage charge will be levied at the prevailing rates wherever


2

160

applicable (In case the daughter vessels and barges are brought from outside the KoPT's limits, port dues will be applicable like the transloader for the initial call only).

4. This concession has been granted for the initial project period of 7 years and the matter will be reviewed thereafter or in the event the imported coal a/c NTPC exceeds 3 million tons per annum.

Yours faithfully,



(A.K. Mukhopadhyay)  
Officer-on-Spl. Duty (O&W)

Copy to TM/GM(M&S)/FA&CAO(I/C) for information and necessary action. A copy of the proposal along with the Trustees' Reso. No.175 dated 29.11.2010 is enclosed.

**Encl: As stated**

Annexure-VI

Details such as draft, tidal conditions etc. at the anchorage points by KoPT

		<b>Sandheads south of Eastern Channel Light Vessel</b>	<b>West of Sandheads in the vicinity of Lat.21<sup>o</sup> 00' to 21<sup>o</sup> 33' and Long. 87<sup>o</sup> 10'</b>	<b>Sagar Anchorage</b>	<b>Diamond Harbour Anchorage</b>
1	Physical conditions like draft, tidal conditions, current and weather at anchorage locations within the limits of KoPT.	Draft – No limitation in draft. Tide and current – About 2 knots. Weather – calm from mid October to 1 <sup>st</sup> week of March and balance period rough sea and swell. Lighterage operation from ships takes place during winter months i.e. from mid October to 1 <sup>st</sup> week of March.	Draft – mostly 14 to 16 m and at places 18 m. Tide – upto 2 knots. Current and weather – suitable for lighterage operation round the year, as it is in a Bay in sheltered zone.	Draft – Max. 10 m. Tide – Normally 2 to 3 knots and may go to 4 knots at times. Weather – calm, ideal for round the year lighterage operation.	Draft – 9 metres . Tidal condition - Normally 2 to 3 knots and may go to 4 knots at times. Weather – calm, ideal for round the year lighterage operation.
2	If KoPT provides wind / wave data at Sandheads for last 1-2 years.	Wind and wave data of Sandheads may be availed from the Indian Meteorological Department.			
3	Bad weather certification at	At Anchorage points during lighterage, the weather information is monitored by KoPT.			

	Transfer Points (Anchorage point) by Port Authority may not be a correct measure as no personnel are deployed by KoPT at such Transfer Points.	
4	Security along the waterway is responsibility of KoPT or local police.	Security along the waterway is the responsibility of the State Police. However, KoPT provides security at the entrance of the dock system.