

Mumbai Port Authority

Tender no: **E.65/2023 - Allotment of Triangular plot at Pirpau (near Old Pirpau berth) for setting up of tankages to handle liquid bulk/POL on long term lease through open tender-cum-auction.**

Reply to queries of the 1st pre-bid meeting held on 13th October 2023

Sr. No.	Reference no.	Bidders Query	MbPT Clarifications
1.	Clause no. 1.2.5.1 Pg 18	<p>The BID Security shall be refundable no later than 210 (Two Hundred and Ten) days from the BID Due Date except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security under the Agreement.</p> <p>Request port to clarify if Performance Security is required over and above the Bid Security</p>	<p>Yes. The performance security will have to be submitted by selected bidder and the Bid security submitted by them at the time of bidding will be returned to them once performance security is received from selected bidder.</p>
2.	Clause no. A Pg 100	<p>(herein after more particularly described as "Demised Premises") under Schedule I ("Project") and has been operating the Warehouse for storage of port cargo.</p> <p>Request Port to check the wordings "been operating the Warehouse for storage of port cargo." Lessor is not operating any warehouse at this premises as of now.</p>	<p>The draft lease deed shall be modified as: -</p> <p>A. The Lessor is the absolute owner and possessor of the plot at Pirpau situated inside the plot bearing survey no. [●] located at Mahul [●] (herein after more particularly described as "Demised Premises") under Schedule I ("Project")</p>
3.	Clause no. B Pg 101	<p>The Lessor intends to provide the Warehouse for Permitted Usage on lease basis at the Project Area in accordance with the terms and conditions set forth in this Deed.</p> <p>Request Port to check the wordings "The Lessor intends to provide the Warehouse for Permitted Usage on lease basis at the Project Area" The word Warehouse to be replaced with Demised Premise</p>	<p>The draft lease deed shall be modified as: -</p> <p>The Lessor intends to provide the Plot for Permitted Usage on lease basis at the Project Area in accordance with the terms and conditions set forth in this Deed.</p>
4.	Clause no. D Pg 101	<p>Selected Bidder, inter alia, requiring it to incorporate a private limited company under the Companies Act</p> <p>The said wordings are not relevant as the bidders are already incorporated private or public limited companies.</p> <p>Request Port to remove the same</p>	<p>This is applicable for the bidders who have bid as a consortium.</p>
5.	Clause no. E Pg 101	<p>and has requested the Lessor, by its letter bearing number [●] dated [●], to accept the Lessee's as the entity which shall undertake and perform the obligations and exercise the rights of the {Selected Bidder/Consortium} including the obligation to enter into this Deed pursuant to the LOA.</p>	<p>The selected bidder will submit a letter accepting the LOA issued by the Authority (Lessor), including the statement of legal capacity of company as applicable. This letter shall be referred while finalizing the Lease Deed.</p>

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		<p>Request Port to clarify as to which letter it is referring to.</p> <p>Request Port to remove the same if not applicable for this agreement.</p>	
6.	<p>Clause no. F Pg 101</p>	<p>Accordingly, the Lessor, through its letter bearing number [•] dated [•], had agreed to the request of the Selected Bidder, and accordingly intends to enter into this Deed with the Lessee for execution of the Project on lease basis, subject to and on the terms and conditions set forth hereinafter.</p> <p>Request Port to clarify as to which letter it is referring to.</p> <p>"accordingly intends to enter into this Deed with the Lessee for execution of the Project on lease basis, subject to and on the terms and conditions set forth hereinafter."</p> <p>Instead of on lease basis it should be mention on leased premises. Request</p> <p>Port to check the same</p>	<p>The letter of lessor issued after the letter from Lessee as started under sr.no.5 Agreed, this will be drafted suitably while finalizing the lease deed.</p>
7.	<p>Clause no. 5 Pg 109</p>	<p>Lease Period</p> <p>The said Clause is incomplete, request port to check the same</p>	<p>The draft lease deed shall be modified as: -</p> <p>5. Lease Period –</p> <p>In consideration of the Upfront Payment, Nominal Lease Rent and Service Charges, the Lessor grants to the Lessee a lease over the Demised Property commencing from the Commencement Date for a period of 30 (thirty) years i.e., till [•] ("Lease Period").</p>
8.	<p>Clause no. 7 (b) Pg 109</p>	<p>Property tax of the Demised Premises shall be borne by Lessee</p> <p>Request Port to clarify what property tax is levied on the said Premises owned by the Port</p>	<p>Tender condition shall prevail.</p> <p>"The Lessee shall bear the property tax on the facility constructed and also the Demised Premises"</p>
9.	<p>Clause no. (1)p</p>	<p>The Lessee shall be liable to pay the service charges at the rate of 2 (Rupees Two only)/sq.m/month from the</p>	<p>Please refer to the definition and interpretation of RFP.</p>

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	Pg 111	<p>Commencement Date. Such service charges may increase from time to time.</p> <p>Request Port to provide details of infrastructure on which Service Charges for Infrastructure has to be paid. Also, no other Major Port in the country is charging the same.</p>	
10.	<p>Clause no. (r) (ii) (iii)</p> <p>Pg 112</p>	<p>The Lessee shall procure that in each insurance policy, the Lessor shall be a co-insured.</p> <p>The Lessee shall furnish to the Lessor, notarized true copies the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least [45 (forty five)] days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Lessee to the Lessor.</p> <p>Request port to remove the said clauses as they are not acceptable and Also, no other Major port in the country is following this practice.</p>	Tender condition prevails.
11.	<p>Clause no. (s) (iii)</p> <p>Pg 113</p>	<p>If upon such inspection, appears that the construction (only applicable in case of construction of any building in the Demised Premises and not for storage tankages) is not in accordance with the plans approved by the Special Planning Authority ("SPA"),</p> <p>Request port to provide CTS no. of the plot and DP (development plan) remarks obtained from MCGM</p>	<p>CTS No. 478 part Mahul</p> <p>DP Remarks - The plot is free from any reservations and is under Industrial development zone.</p>
12.	<p>Clause no. (u)</p> <p>Pg 113</p>	<p>It is expressly agreed that the Lessee shall, at all times, be responsible and liable for all its obligations under this Deed, notwithstanding anything contained in any other agreement, and no default under any agreement.</p> <p>Request Port to clarify what does it mean by any agreement, any other agreement.</p>	Any other agreements can be agreement between the Lessee with other parties (example bank, operational contracts etc.) related to Demised Premises.
13.	Clause no. 1.2.2	The Bid shall be valid for a period of not less than 120 days.	Bid validity is 120 days

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	Pg 17	Request Port to confirm if Bid validity should be 120 days or 180 days. Following clauses state bid validity to be 180 days. (Pg.32 2.9.1) (Pg 34 2.15.1)	
14.	Clause no. 1.7 (b) Pg 95	However, in Forward Auction process, the L1 Bidder whose quote is lowest during the Bidding Process will not be allowed to participate as per elimination policy. Request Port to clarify the said statement and provide further explanation.	This clause is deleted.
15.	Clause no. V (iv) Pg 114	The provisions of this Clause shall survive termination. Request Port to set a period for indemnity to survive termination. The period should not be infinite.	This indemnity shall be for a period of 3 years as per the law of limitation.
16.	Clause no. (W) Pg 114	The Lessee shall adhere to and conform to the Unified Development Control and Promotion Regulations for Maharashtra, 2020 ("UDCPR") Request Port to clarify the same	All operation and development shall be as per the Development control regulations of Maharashtra govt.
17.	General	As informed to you, our primary concern was the facility for movement of tankers for evacuation of the cargo by road. We request you to look into, a possibility if we can road access for removal of cargo for us to plan further action.	There is no possibility of providing the road evacuation.

sd/-

CHIEF ENGINEER