

ADDENDUM - I

SUB: Tender No. CE/27/2020 :- Licensing Approximately Area of 701.34 sq.m at Harbour for maintaining existing tanks and allied facilities for a period of five years by following e- tender cum e- auction basis.

e-Tender No.: CE/27/2020

PRE BID QUERRIES CLARIFICATION

Sr . No.	Pa ge No	Clause	Description of the clause	Bidder's Query	MPT Reply
1.	1	Cover Page Tender Docum ent	a) Name of the tender	a) Request to change the subject title as Licensing of area admeasuring 701.34 sq.m located at harbour for operating Bulk liquid Storage Terminal for a period of 5 years	a) Title of the tender will be read as 'Licensing Approximately Area of 701.34 sq.m at Harbour for Operating storage Tanks and allied facilities for a period of five years by following e- tender cum e- auction basis.
2	4	Clause 2.1	b) Details of Property 'Description'	b) Bidder requested to correct the name of the company from M/s Indian Molasses Co.Ltd to M/s IMC Limited	b) The name of the company is corrected from M/s Indian Molasses Co.Ltd to M/s IMC Limited
3	1 & 4	Clause no. 2.1	c) Cover Page of Tender Document & Details of Property	c) In the Tender document Type of license is mentioned as ' Fresh , is it not the renewal case as M/s IMC is already operating on the Subject land '	c)As per the Land Policy Guideline , every lease which expires need to follow the tendering process. and license is to be treated as 'Fresh License' on every occasion and existing lessee is given first right of refusal .
4	4	Clause no.2.1	d) Details of property	d) In the tender document purpose of license is mentioned as storage of liquid cargo for the period of 5 years , whether it can be changed to " operating bulk liquid storage terminal for a period of 5 years	The purpose of license to be read as operating storage tank and allied facilities.
5	5	Clause No. 3.2.1	e) Auditor's Report	e) Since Financial year closing for the year 2019 -20 is not done , whether the Auditors Reports for the year 2016-17, 2017-18, 2018-19 can be submitted /uploaded in the e-tender	Auditors Reports for the Financial year 2016-17, 2017-18 and 2018-19 will be accepted under the present circumstances of epidemic Covid 19

6	8	Clause no. 3.7	f) Signing of license agreement and Payments	f) Whether the Security deposit equivalent to 24 months of license fee will be accepted in the form of Bank Guarantee	Yes. The Security Deposit equivalent to 24 months license fee will be accepted in the form of Bank Guarantee valid for license period of 5 years.
7	11 & 12	Clause no. 4.1.10 (points f to j)	g) Other Conditions	g) As the Terminal already exists , whether the conditions mentioned in the 'other conditions of Tender ' from Sr. no.(f to j) which are applicable to new construction or existing terminal also.	Sr.no on page no.12 of ' other conditions ' shall be read as k,l,m against h, l,j. The conditions mentioned in f to j are applicable for any new construction / improvement.
8	20	Annexure- V	h) License Agreement Format	h) Bidder has requested to include the Right of way for pipeline (falling outside the licensed premises) to be permitted subject to payment of way leave charges as per SOR in tender document.	Way leave provision is not lease nor license. If required to lay pipeline in Port area, party has to ask permission for same and will be considered as per rules.
9	43	Annexure - X	i) Procedure for e-tender	i) Please clarify the web site on which the bid document to be uploaded either https://eprocure.gov.in/eprocure/app or www.tenderwizard.com/mpt	The bid shall be uploaded on the website https://eprocure.gov.in/eprocure/app only.

Note:- Please note that the clause no 36 of ' License Agreement ' of e-tender for referring the dispute has been substituted as under.

1. Arbitration Clause :- Disputes shall be initially to be settled amicably , if not the consideration proceedings as mentioned below to be carried out

A) Arbitration

Disputes if any, between MPT and the Contractor during the currency of the Contract or after the completion of the work or abandonment thereof shall be settled in accordance with Indian Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to arbitration proceedings under this Contract. The disputes so raised shall be referred to a Sole Arbitrator, to be appointed by MPT. The Arbitration proceeding shall take place in Goa or at Administration Building, MPT only, and the same shall be under jurisdiction of High Court of Goa. The cost towards Arbitration shall be equally shared by the parties.

B) CONCILIATION

i) Disputes if any between MPT and the Contractor before, during or after the arbitration proceedings may be referred to a conciliation committee for resolving the dispute as defined in the Arbitration and conciliation (Amendment) Act 2015 (3 of 2016)

ii) The conciliation proceedings shall commence only when the other party accepts in writing to conciliate within 30 days from the date on which the invitation is sent or within such period of time as specified in the invitation. If the other party rejects the invitation, there will be no conciliation proceedings and the dispute shall be resolved as per Arbitration Act specified in the tender document.

iii) Appointment of conciliators

a)The Port will constitute a conciliation committee of 2 technical members for resolving the disputes.

b) One of the member shall be from the legal expert.

c) The other member will be Technical expert who will be appointed from time to time as and when required, having experience in the relevant field from the panel of the list prepared by IPA, New Delhi or alternatively a retired Sr. Officer preferably head of the department of relevant field from the Port sector or from any State Govt. service.

d)The conciliation proceedings shall take place in Goa preferably at Administration Building MPT and the cost towards conciliation shall be equally shared by both parties.

Failing the considerations it should be resorted to Arbitration proceeding as mentioned by sole arbitrator appointed by Chief Engineer.

**For any further clarification on subject tender kindly contact
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