

मुख्य अभियंता का कार्यालय
Chief Engineer's Office
आ. र. संख्या B/6-4 (RTIA)
दिनांक - 4 AUG 2018
Date - 4 AUG 2018
मुंबई पोर्ट ट्रस्ट
MUMBAI PORT TRUST
आ. सं. क्र. 3516
Award No. 3516

Date: 01-08-2018

TO,

CENTRAL PUBLIC INFORMATION OFFICER
Shri. S.B. Lagwankar, Supdtg. Engineer
2nd Floor, Port Bhawan, PD Mello Road, Shoorji,
Vallabhdas Marg Ballard Estate, Mumbai-400001

S.E. - RRY & CPID

By CE (ICT/CD-II)

It is requested to give
the information by 10.8.18.

SUBJECT:- Application under RTI Act

SE CD-II
1.8.18
AEE. Smt. Parade
04/8/18

REGARDING PROJECT SITE -TENDOR NO- E 10/A2017 (MODERNIZATION OF EXITING) MUMBAI
INTERNATIONAL CRUISE TERMINAL AT INDIRA DOCK MUMBAI) DEPARTMENT:- CIVIL ENGINEERING
DEPARTMENT, YOUR CONTRACTOR :- BELHEKAR & KALE ASSOCIATES JV

1. This moved to you under right to information Act 2005 as under:

- a. Mumbai Port Trust has awarded the contract to M/s The Belhekar & Kale Associates., has the M/s The Belhekar & Kale Associates right to sub-let the contract awarded to them by Mumbai Port Trust in whole or any part of it?

If yes, is it mandatory to get the approval of Mumbai Port Trust before sub-letting the work to any such sub contractors? Give details of sub-contractors for whom such approvals have been taken by The Belhekar & Kale Associates at the time of awarding the contract.

- b. Does M/s The Belhekar & Kale Associates has engaged M/S TECHNO INFRA at your Mumbai International Cruise Terminal At Indira Dock Mumbai? If yes ,did The Belhekar & Kale Associates has taken approvals from Mumbai Port Trust and follow all the prescribed norms before awarding contract to M/s TECHNO INFRA or not? If Not, give reasons for such exemptions or favours to M/s The Belhekar & Kale Associates.

Does Mumbai Port Trust take work guarantee , performance guarantee security deposit etc. Before or after awarding contracts to sub-contractors?

Especially in case of TECHNO INFRA., were the above measures were taken into account or not?

- c. Whether such contractors, sub –contractors are required to engage all the equipments, materials etc.owned by them only, give details of their deployed equipments etc with proof of contractors/ sub-contractors' ownership.
 - d. Whether they can hire them other parties as well to work at your site.
 - I. If yes, can they do it with or without the approval of Mumbai Port Trust ?
 - II. If the Approval of Mumbai Port Trust is required, tell whether The Belhekar & Kale Associates / TECHNO INFRA. has taken such approval before engaging any hired equipments, material etc. Give details of such hired equipments ,materials etc. brought by The Belhekar & Kale Associates / TECHNO INFRA at your site.
2. Does Mumbai Port Trust has any right, lien or charge on equipments, materials etc. brought by their contractors / sub-contractors and if they can be treated as Mumbai Port Trust assets?
- a. If the assets deployed by such contractors / sub-contractors are not the asset of Mumbai Port Trust, whether Mumbai Port Trust is empowered to hold detain, or take as bait, the assets so hired and deployed by their contractor / sub-contractors? Mention the name and details of such holding authority.
 - I. In case Mumbai Port Trust. Is empowered to hold, detain, take as bait the assets deployed by contractors / sub-contractors, mention the details of all such detainable assets.
 - II. Does Mumbai Port Trust. Has the right to hold, detain, take as bait the assets deployed by their contractors / sub –contractors as a whole or only the equipments, materials owned by their contractors / sub-contractors only? Whether Mumbai Port Trust. has the power to hold, detain, take as bait the assets hired by their contractors / sub-contractors also? Give details of such holding authority quoting the section and statue under which such power can be, or has been exercised.
 - III. Whether Mumbai Port Trust. Is authorized to hold all the assets deployed by their contractors / sub-contractors, whether the same are owned or hired by their sub-contractors? If yes, give details of the persons so authorized and

the sections and stature under which such powers are conferred to them.

- b. Can Mumbai Port Trust. Detain the equipments, materials etc. even after their contractor / sub-contractor de-hires (or not paid their dues on time) such material, equipments etc? if yes, give detail of the persons so authorized and the statute under which such powers are conferred to them.
3. Even if Mumbai Port Trust. Has all the power to hold, detain, take as bait their contractors / sub-contractors' assets as mentioned in above clauses 1 and 2, you are requested to clarify the following points regarding the same:
- a. Do the assets so detained, held, taken as bait etc, come under the purview of the Labour Act or not?
 - b. Does Mumbai Port Trust. has the power to forcibly compel their contractors / sub-contractors to carry out additional work other than the originally awarded work?
 - c. Is Mumbai Port Trust. Empowered to grant leniency in performance of the contractual work by their contractors / sub-contractor by not honouring their contract clauses mentioned in their work orders?
 - d. if some of your contractor / sub-contractor do not follow the contractual obligations under the work order issued to such contractor / sub-contractor, what steps Mumbai Port Trust Is eligible to take against such defaulting contractor / sub-contractors?
 - e. If there are lapses in performing the duties by the contractor / sub-contractor according to the awarded work contract/ order, what measures can be taken by Mumbai Port Trust give details.
 - f. If there are lapses on the part of employees of Mumbai Port Trust in performing their duties in respect of compliance of work order terms & conditions by contractor / sub-contractors, what actions Mumbai Port Trust. Can take against them? Mention the details of such actions and if any such action has been taken against any of Mumbai Port Trust.'s employees, give details of the same.

- g. If any deeds of Mumbai Port Trust. Leads to any financial losses, physical or mental harassment to their contractor / sub-contract or the persons involved with Mumbai Port Trust.'s contractor / Sub-contractors(attached as hirers to contractor / sub-contractors), who is liable to pay such losses/ damages? Mention the amount of damages, name of the persons responsible for paying the damages and the time schedule of such payments to the affected persons and enterprises.
- h. Who are responsible for work stalled due to staff / labour strikes or for any other reasons whatsoever may be etc. at your Mumbai International Cruise Terminal At Indira Dock Mumbai site. Who will pay idle charged for the period so lost causing huge financial losses to the concerned parties / contractors /suppliers etc? Did you paid / compensated such losses to all or some of the affected parties working for you or not till date? If paid, give details of date and amount of payment and name of the parties to which such payments have been made. If not why you have not compensations till now, give reasons with the name of the authority denying such compensations.
- i. As a government entity, what action Mumbai Port Trust takes if their employees do not perform their duties as assigned to them properly, or found doing dubious, unlawful biased activity whether on their own or in collusion with someone? If you have taken any action against such of your Mumbai International CruiseTerminal At Indira Dock Mumbai project's staff, mention the name of such persons, and the punishments given to them. And if you have not taken any action against them, give reasons.
- j. Does The Belhekar & Kale Associates. / TECHNO INFRA., abide by all the rules and regulations mentioned in their awarded work order by Mumbai Port Trust? If yes mention whether all the terms of the agreement have been fulfilled by The Belhekar & Kale Associates. If not, give details of such unfulfilled contractual obligations with reasons and the persons of Mumbai Port Trust responsible for doing the same. And if any actions have been taken against The Belhekar & Kale Associates. / TECHNO INFRA, give details of such employee and the actions so taken.
- k. Mention the duties and powers assigned to Mr. Ajay Uthra (Executive Engineer) and the staff under him at Mumbai International Cruise Terminal At Indira Dock Mumbai project site in details. Whether such duties have been performed properly by Mr. Ajay Uthra (Executive Engineer) and his staff till now.

- i. Are there any lapses in the duties on the part of Mr. Ajay Uthra (Executive Engineer) or his staff at Mumbai International Cruise Terminal At Indira Dock Mumbai project? If yes, what actions you have taken against such concerned persons. Give details with the amount of punishment.
- 4 Does The Belhekar & Kale Associates / TECHNO INFRA require to take permission of every material equipments etc. deployed by The Belhekar & Kale Associates / TECHNO INFRA from Mumbai Port Trust before entering and exiting such material ,equipments etc. at Mumbai International Cruise Terminal At Indira Dock Mumbai site? If yes, whether the same has been complied ? If not, give reasons and the persons responsible for the same. Whether the gate passes for such equipments, materials etc. are issued / signed by The Belhekar & Kale Associates only, or by Mumbai Port Trust only , or both?

Is Mumbai Port Trust. authorized to detain only the assets of The Belhekar & Kale Associates., or the assets of any person angaged in any way in this project without any prior lien on their assets so brought by anyone on The Belhekar & Kale Associates / TECHNO INFRA 's behalf without the payment liability by Mumbai Port Trust to them directly or indirectly as per any clause in your awarded contract? Mention such contract clauses in details.

- 5 Has Mumbai Port Trust got the implied power with them to harass the persons / firms / any other entities engaged in helping the deployment and building infrastructural growth of our country in such a crucial recession time by just signing any contract anytime anywhere whatsoever may be? Mention details of such empowering acts or statutes especially in respect of Mumbai International Cruise Terminal At Indira Dock Mumbai Project.
- 6 Has Mumbai Port Trust taken the required work guarantee / performance guarantee from The Belhekar & Kale Associates / TECHNO INFRA before executing the awarded contract at Mumbai International Cruise Terminal At Indira Dock Mumbai project?

- a. If not, state the reasons of such waivers along with details of the persons, authority responsible and involved.
- b. If yes, mention if such guarantees and the equipments, materials etc. owned by The Belhekar & Kale Associates / TECHNO INFRA are not sufficient to bind The Belhekar & Kale Associates / TECHNO INFRA for completion of the awarded contract by Mumbai Port Trust instead of holding additional assets other than the assets brought and owned by The Belhekar & Kale Associates / TECHNO INFRA.? Give reasons for such kind of insecurity on the part of your credibility on such a prestigious project. Also give reasons why

Mumbai Port Trust awarded work contracts to such contractor / sub-
contractors with whom Mumbai Port Trust doesn't feel safe and
secure in respect of completion of work resulting in holding assets
brought by them.

- c. As per the work order / contract awarded to M/s The Belhekar & Kale
Associates / M/s TECHNO INFRA, give details of the balance work
including the value of such work to be done by M/s The Belhekar &
Kale Associates / M/s TECHNO INFRA till now.

Also give detail of the payments pending to M/s The Belhekar &
Kale Associates / M/s TECHNO INFRA by you till date for your Mumbai
International Cruise Terminal At Indira Dock Mumbai.

The required fee of Rs. 10 is enclosed herewith by way of postal order no. 38F
917132 favoring Mumbai Port Trust, Mumbai International Cruise Terminal At Indira
Dock Mumbai drawn by Delhi post office.

Thanking you and requesting an early response on our email id
info@aggconequipments.in too as surety of receiving email / reply.



With regards,

Saurabh Kumar Sharma

House No-1333

LGF, SECTOR 28

FARIDABAD

HARYANA-121008

9810005974

To.

F.A.S.C.A.O

pl. find enclosed herewith one

I.P.O no 38F-917132 dt 07-07-18.

Kindly acknowledge the receipt of

the same.

Recd.

26/8/18



DA. I.P.O of
Rs. 10/-

26/8/18
de-
श्री. प्रशासनिक अधिकारी
स्थापत्य अभियंत्रण, डि
SR. ADMINISTRATIVE OFF.
CIVIL ENGINEERING D

MUMBAI PORT TRUST
Port House,
Shoorji Vallbhdas Marg,
Ballard Estate,
Mumbai - 400 001.
Tel. No.66564040
Fax No.22616804

MUMBAI PORT TRUST
CIVIL ENGINEERING DEPARTMENT



o/c
मुंबई पोर्ट ट्रस्ट
पोर्ट भवन
शुर्जी वल्लभदास मार्ग
बेलाड इस्टेट
मुंबई ४०० ००१.
दूरध्वनी क. ६६५६४०४०
फॅक्स क. २२६१६८०४

No.CE.B/6-4(RIA)/ 4585

112 SEP 2018

To,
Shri. Saurabh Kumar Sharma,
House No. 1333,
LGF, Sector 28,
Faridabad,
Haryana - 121008

रजिस्ट्री रसीदी डाक
REGISTERED A/D.

Sir,

Sub: Information sought under RTI Act-2005.

Ref: Your application dated 01.08.2018 received in this office on 04.08.2018.

With reference to your subject application under RTI Act 2005, it is to state that as per the guideline for public authorities under RTI Act 2005, it is not required to create information, to interpret information, to solve problems raised by the applicants or to furnish replies to hypothetical questions under RTI Act. However following information as received is furnished to you.

Para No.	Query	Reply
1 a	<p>Mumbai port trust has awarded the contract to M/s. Belhekar& Kale Associates, has the M/s. Belhekar& Kale Associates right to sub-let the contract awarded to them by Mumbai Port Trust in whole or any part of it ?</p> <p>If yes, is it mandatory to get the approval of Mumbai Port Trust before sub-letting the work to any such sub-contractors?</p> <p>Give details of sub-contractors for whom such approvals have been taken by the Belhekar& Kale associates at the time of awarding the contract.</p>	<p>M/s. Belhekar & Kale Associates has the right to sub-let the contract. Copy of the relevant clause No. 3 of "Conditions of Contract" is enclosed herewith.</p> <p>It is mandatory.</p> <p>There is no approval taken by M/s Belhekar& Kale associates for sub-contractors at the time of awarding the contract.</p>
b	<p>Does M/s. The Belhekar& Kale Associates has engaged M/s. TECHNO INFRA at your Mumbai Port Trust at Indira Dock Mumbai,</p>	<p>M/s. Belhekar & Kale Associates has engaged M/s. TECHNO INFRA at</p>

	<p>If yes did the Belhekar and Kale associates has taken approvals form Mumbai Port Trust</p> <p>and follow all the prescribed norms before awarding contract to M/s. TECHNO INFRA or not?</p> <p>If Not, give reasons for such exemptions or favours to M/s. The Belhekar& Kale Associates.</p> <p>Does Mumbai Port Trust take work guarantee, performance guarantee security deposit etc. Before or after awarding contracts to sub-contractors?</p> <p>Especially in case of TECHNO INFRA., were the above measures were taken into account or not?</p>	<p>Mumbai Port Trust at Indira Dock Mumbai. Copy of letter dated 13.07.2018 is enclosed.</p> <p>M/s Belhekar and Kale associates has not taken approvals from Mumbai Port Trust</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>Mumbai Port Trust does not take work guarantee, performance guarantee, security deposit etc. before or after awarding contracts to sub-contractors?</p> <p>Not Applicable as regard to any deposit.</p>
c	<p>Whether such contractors, sub-contractors are required to engage all the equipments, material etc. owned by them only</p> <p>give details of their deployed equipments etc with proof of contractors/ sub-contractors ownership.</p>	<p>Not required to engage all the equipments, material etc. owned by them only.</p> <p>Details of equipment deployed at site is enclosed as Ann. I.</p> <p>As per record, the proof regarding ownership of equipment is not available.</p>
d	<p>Whether they can hire them other parties as well to work at your site.</p> <p>I If yes, can they do it with or without the approval of Mumbai Port Trust?</p> <p>II If the Approval of Mumbai Port Trust is required, tell whether the Belhekar& Kale Associates/ TECHNO INFRA has taken such approval before engaging any hired equipments, materials etc.</p> <p>give details of such hired equipment, materials, etc brought by The Belhekar& Kale Associate/ TECHNO INFRA at your site.</p>	<p>Tender is silent about hiring of equipment's from other parties to work at MbPT site.</p> <p>Not applicable.</p> <p>Not applicable.</p> <p>M/s Belhekar & Kale Associate have informed regarding hiring of equipments. Pl. refer copy of letter dated 13.07.2018.</p>

<p>2</p> <p>a</p> <p>I</p> <p>II</p> <p>III</p>	<p>Does Mumbai Port Trust has any right, lien or charge on equipments, materials etc. brought by their contractors/ sub-contractors and if they can be treated as Mumbai Port Trust assets?</p> <p>If the assets deployed by such contractors/ sub-contractors are not the asset of Mumbai Port Trust, weather Mumbai Port Trust is empowered to hold detain, or take as bait, the assets so hired and deployed by their contractor/ sub-contractor? Mention the name and details of such holding authority.</p> <p>In case Mumbai Port Trust is empowered to hold, detain, take as bait the assets deployed by contractors/ sub-contractors, mention the details of all such detainable assets.</p> <p>Does Mumbai Port Trust has the right to hold, detain, take as bait the assets deployed by their contractors/ sub-contractors as a whole or only the equipments, material owned by their contractors/ sub-contractors only?</p> <p>Whether Mumbai Port Trust has the power to hold, detain, take as bait the assets hired by their contractors/ sub- contractors also?</p> <p>Give details of such holding authority quoting the section and statue under which such power can be, or has been exercised.</p> <p>Whether Mumbai Port Trust is authorized to hold all the assets deployed by their contractors/ sub-contractors, whether the same are owned or hired by their sub-contractors?</p> <p>If yes, give details of the persons so authorized and the sections and stature under which such powers are conferred to them.</p>	<p>As per clause No 12.1 of conditions of contract, all construction plant, temporary works and materials provided by the contractor shall when brought on to the site be deemed to vest in the employer..... Copy enclosed. In this regard pl. refer clause No 12.1 of condition of contract. Copy enclosed.</p> <p>In this regard pl. refer clause No 12.1 of condition of contract. Copy enclosed.</p> <p>In this regard pl. refer clause No 12.1 of condition of contract. Copy enclosed.</p> <p>In this regard pl. refer clause No 12.1 of condition of contract. Copy enclosed.</p> <p>Employer (MbPT). Pl. refer clause No 12.1 of condition of contract. Copy enclosed.</p> <p>Yes, as per clause No 12.1 of condition of contract. Copy enclosed.</p> <p>Employer (MbPT). Pl. refer clause No 12.1 of condition of contract. Copy enclosed.</p>
<p>b</p>	<p>Can Mumbai Port Trust. Detain the equipments, materials etc. even after their contractor/ sub-contractor de-hires (or not paid their dues on time) such material, equipments etc?</p>	<p>As per clause No 12.1 of conditions of contract, all construction plant, temporary works and materials provided by the contractor shall when brought on to the site be</p>

	if yes, give details of the persons so authorized and the statute under which such powers are conferred to them.	deemed to vest in the employer..... Copy enclosed. Employer (MbPT). Pl. refer clause No 12.1 of condition of contract. Copy enclosed.
3	Even if Mumbai Port Trust. Has all the power to hold, detain, take as bait their contractors/ sub-contractors assets as mentioned in above clauses 1 and 2, you are requested to clarify the following points regarding the same:	
a	Do the assets so detained, held, taken as bait etc., come under the purview of the Labour Act or not?	Pl. refer clause No 7 of Condition of Contract. Copy enclosed.
b	Does Mumbai Port Trust. Has the power to forcibly compel their contractor/ sub-contractors to carry out additional work other than the originally awarded work?	The Engineer shall have powers to order the contractor to do and the contractor shall do any ..., as per clause no 11.1 (i) of conditions of contract. Copy enclosed.
c	Is Mumbai Port Trust. Empowered to grant leniency in performance of the contractual work by their contractors/ sub-contractors by not honoring their contract clauses mentioned in their work orders?	Mumbai Port Trust is not empowered.
d	If some of your contractor/ sub-contractor do not follow the contractual obligations under the work order issued to such contractor/ sub-contractor, what steps Mumbai Port Trust is eligible to take against such defaulting contractor/ sub-contractors?	Copy of Tender No. E-10A/2017 is enclosed herewith. The applicant may refer relevant clause.
e	If there are lapses in performing the duties by the contractor/ sub-contractor according to the awarded work contract/ order, what measures can be taken by Mumbai Port Trust give details.	Copy of Tender No. E-10A/2017 is enclosed herewith. The applicant may refer relevant clause.
f	If there are lapses on the part of employees of Mumbai Port Trust in performing their duties in respect of compliance of work order terms & conditions by contractor/ sub- contractors, what actions Mumbai Port Trust. Can take against them?	As per MbPT Rules and regulations.
	Mention the details of such actions and if any such action has been taken against any of Mumbai Port Trust's. employees, give details of the same.	As per record, there is no details of any action.

g	<p>If any deeds of Mumbai Port Trust. Leads to any financial losses, physical or mental harassment to their contractor/ sub-contract or the persons involved with Mumbai Port Trust's. contractor/ sub-contractors (attached as hirers to contractor/ sub-contractors), who is liable to pay such losses/ damages?</p> <p>Mention the amount of damages, name of the persons responsible for paying the damages and the time schedule of such payments to the affected persons and enterprises.</p>	<p>As per the contract condition. The copy of Tender No. E-10A/2017 is enclosed herewith.</p> <p>As per the contract condition. The copy of Tender No. E-10A/2017 is enclosed herewith.</p>
h	<p>Who are responsible for work stalled due to staff/ labour strikes or for any other reasons whatsoever may be etc. at your Mumbai International Cruise Terminal at Indira Dock Mumbai site.</p> <p>Who will pay idle charged for the period so lost causing huge financial losses to the concerned parties/ contractors/ suppliers etc.?</p> <p>Did you paid/ compensated such losses to all or some of the affected parties working for you or not till date?</p> <p>If paid, give details of date and amount of payment and-name of the parties to which such payments have been made.</p> <p>If not why you have not compensations till now, give reasons with the name of the authority denying such compensations.</p>	<p>As per the contract condition. The copy of Tender No. E-10A/2017 is enclosed herewith.</p> <p>As per the contract condition. The copy of Tender No. E-10A/2017 is enclosed herewith.</p> <p>Not paid.</p> <p>Not Applicable.</p> <p>There is no such compensation request as on today.</p>
i	<p>As a government entity, what action Mumbai Port Trust takes if their employees do not perform their duties as assigned to them properly, or found doing dubious, unlawful biased activity whether on their own or in collusion with someone?</p> <p>If you have taken any action against such of your Mumbai International Cruise Terminal at Indira Dock Mumbai projects staff, mention the name of such persons, and the punishments given to them.</p> <p>And if you have not taken any action against them, give reasons.</p>	<p>As per MbPT Rules and regulations.</p> <p>No action required to be taken.</p> <p>Not applicable.</p>

<p>j</p> <p>k</p> <p>l</p>	<p>Does The Belhekar & Kale Associates. / TECNHO INFRA, abide by all the rules and regulations mentioned in their awarded work order by Mumbai Port Trust?</p> <p>If yes mention whether all the terms of the agreement have been fulfilled by The Belhekar & Kale Associates.</p> <p>If not, give details of such unfulfilled contractual obligations with reasons and the persons of Mumbai Port Trust responsible for doing the same.</p> <p>And if any actions have been taken against The Belhekar & Kale Associates / TECNHO INFRA give details of such employee and the actions so taken.</p> <p>Mention the duties and powers assigned to Mr. Ajay Uthra (Executive Engineer) and the staff under him at Mumbai International Cruise Terminal at Indira Dock Mumbai project site in details.</p> <p>Whether such duties have been performed properly by Mr. Ajay Uthra (Executive Engineer) and his staff till now.</p> <p>Are there any lapses in the duties on the part of Mr. Ajay Uthra (Executive Engineer) or his staff at Mumbai International Cruise Terminal at Indira Dock Mumbai project?</p> <p>If yes, what actions you have taken against such concern persons. Give details with the amount of punishment.</p>	<p>M/s Belhekar & Kale Associates (JV), the contractors for subject work abide by all the rules and regulations as mentioned in the work order.</p> <p>All the terms of the agreement have been fulfilled by M/s Belhekar & Kale Associates.</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>Duties of Executive Engineer and Staff of Construction Division are as per CE Department manual enclosed.</p> <p>As per record, such duties have been performed properly by Mr Ajay Uthra (Executive Engineer) and his staff.</p> <p>There are no lapses in the duties on the part of Mr. Ajay Uthra (Executive Engineer) or his staff.</p> <p>Not Applicable.</p>
<p>4</p>	<p>Does The Belhekar & Kale Associates/ TECNHO INFRA require to take permission of every material equipments etc. deployed by the Belhekar & Kale Associates/ TECNHO INFRA from Mumbai Port Trust before entering and existing such material,</p>	<p>M/s Belhekar & Kale Associates is required to take permission.</p>

	<p>equipments at Mumbai International Cruise Terminal at Indira Dock Mumbai site?</p> <p>If yes, whether the same has been complied?</p> <p>If not, give reasons and the persons responsible for the same.</p> <p>Whether the gate passes for such equipments, materials etc. are issued/ signed by The Belhekar & Kale Associates only, or by Mumbai Port Trust only, or both?</p> <p>Is Mumbai Port Trust authorized to detain only the assets of The Belhekar & Kale Associates., or the assets of any person engaged in any way in this project without any prior lien on their assets so brought by anyone on The Belhekar & Kale Associates/ TECHNO INFRA's behalf without the payment liability by Mumbai Port Trust to them directly or indirectly as per any clause in your awarded contractor? Mention such contract clauses in details.</p>	<p>It is complied.</p> <p>Not Applicable.</p> <p>Gate passes are issued by MbPT and signed by M/s. Belhekar & Kale Associates.</p> <p>As per clause No 12.1 of conditions of contract, all construction plant, temporary works and materials provided by the contractor shall when brought on to the site be deemed to vest in the employer..... Copy enclosed.</p>
5	<p>Has Mumbai Port Trust got the implies power with them to harass the persons/ firms/ any other entities engaged in helping the deployment and building infrastructural growth of our country in such a crucial recession time by just signing any contract anytime anywhere whatsoever may be?</p> <p>Mention details of such empowering acts or statutes especially in respect of Mumbai International Cruise Terminal at Indira Dock Mumbai project.</p>	<p>Not relevant. Applicant may be asked to be more specific.</p> <p>Not Applicable.</p>
6	<p>Has Mumbai Port Trust taken the required work guarantee/ performance guarantee from The Belhekar & Kale Associates/ TECHNO INFRA before executing the awarded contract at Mumbai International Cruise Terminal at Indira Dock Mumbai project?</p> <p>a If not, state the reasons of such waiver along with details persons, authority responsible and involved.</p> <p>b If yes, mention if such guarantees and the equipments, materials etc. owned by The Belhekar & Kale Associates/ TECHNO INFRA are not sufficient to bind The Belhekar & Kale Associates/ TECHNO INFRA for completion of the awarded contract by Mumbai Port Trust instead of holding</p>	<p>MbPT has taken the required guarantee as per tender from M/s Belhekar & Kale Associates.</p> <p>Not Applicable.</p> <p>The issues of such guarantee and holding of contractors equipment, material etc. are dealt separately as per the tender clause No 6.2 and</p>

c	<p>additional assets other than the assets brought and owned by The Belhekar & Kale Associates/ TECHNO INFRA?</p> <p>Give reasons for such kind of insecurity on the part of your credibility on such a prestigious project.</p> <p>Also give reasons why Mumbai Port Trust awarded work contracts to such contractor/ sub-contractors with whom Mumbai Port Trust doesn't feel safe and secure in respect of completion of work resulting in holding assets brought by them.</p> <p>As per the work order/ contract awarded to M/s. The Belhekar & Kale Associates/ M/s. TECHNO INFRA, give details of the balance work including the value of such work to be done by M/s. The Belhekar & Kale Associates/ M/s. TECHNO INFRA till now.</p> <p>Also give detail of the payments pending to M/s. The Belhekar & Kale Associates/ M/s. TECHNO INFRA by you till date for your Mumbai International Cruise Terminal at Indira Dock Mumbai.</p>	<p>12.1 of condition of contract.</p> <p>Not Applicable.</p> <p>It is awarded as per tender Clause No 2 of Tender Notice. Copy enclosed.</p> <p>The copy of latest bill is enclosed herewith for the details of balance work including value.</p> <p>The copy of latest bill is enclosed herewith for the details of payment.</p>
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o/c

You may wish to inspect the files related to your queries. The same will be made available to you.

If you are not satisfied with the reply as given above, you may prefer an Appeal to the Mrs. S. G. Patwardhan, Sr. Dy. Secretary and 1st Appellate Authority, General Administration Department, Mumbai Port Trust, 2nd Floor, Port Bhavan, Shoorji Vallabhadas Marg, Fort, Ballard Estate, Mumbai-400 001, within 30 days of this communication.

Thanking you,

Yours faithfully,

D.A.: (85) pages

S B Lagwankar 12/9/18
(S B Lagwankar)

Superintending Engineer (RRY) &
Central Public Information Officer
Civil Engineering Department
9869575395

o/c