दूरध्वनी :65656 5656
वि क : 4117
Tel : 6656 5656
Ext. : 4117
E-mail: a.akila@mumbaiport.gov.in
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मुंबई पोर्ट ट्रस्ट

यांHाकी औरविदयुतअभियंताविभाग,
योजना और अनुसंधनप्रभाग,
विजयदीप, 6 वॉमाला,
शूरजीवल्लभदासमार्ग , बॅलार्ड इस्टेट,
मुंबई: 400001.
MEED. (P&R) Division,
Vijay Deep, 6th Floor,
ShoorjiVallabhdasMarg,
Ballard Estate, Mumbai - 400001.

MUMBAI PORT TRUST

क्र..यो.आणी अ./मा.अ.का./ 10

13 JAN 2020

प्रती,
श्री. गोरख निवृत्ती कांगणे,
64/ए , जिजामातानगर, बर्फ कंपनी समोर,
ग. द. आंबेकर मार्ग, काळाचौकी,
मुंबई -400 033.

महोदय,

विषय: माहिती अधिकार कायदा- 2005 अन्व्ये आपण केलेला अर्ज दि. 16.01.2020.

संदर्भ: मुंबई पोर्ट ट्रस्ट पेमेंट रिसिप्ट क्र. 314/62 दि. 16.01.2020.

उपरोक्त विषयाबाबत आपणास कळविन्यात येते की आपल्या अर्जातील मुद्दा क्र.3 (2) आणि 3 (3) संदर्भातील माहिती या कार्यालयाशी संबंधित नाही. त्यामुळे आपला अर्ज वरील मुद्द्यांसाठीच्या माहितीसाठी मुंबई पोर्ट ट्रस्ट च्या दुसऱ्या संबंधित कार्यालयाकडे खालील ठिकाणी माहिती अधिकार कायदा-2005 अनुच्छेद क्र. 6(3) नुसार पाठविण्यात येत आहे :

श्री. के. एल. साचे, केंद्रीय जण जाणकारी अधिकारी आणि डेप्युटी इस्टेट मॅनेजर , इस्टेट डिव्हीजण, विजयदीप इमारत, 3 रा माळा, एस. व्ही. रोड, बॅलार्ड इस्टेट, मुंबई-4000 01.

२. आपल्या सदर अर्जातील मुद्दा क्र. 3 (1) आणि 3 (4) संदर्भातील योजना आणि अनुसंधान प्रभागाच्या टेलिकॉम/ इलेक्ट्रॉनिक्स विंग संबंधित माहिती खालील प्रमाणे आहे :

(१) मोबाइल कंपनीचे नाव : मेसर्स इंडस टॉवर्स लि.

(२) ज्या जागेवर मोबाइल : अन्नेक्सचर्र II प्रमाणे.
टॉवर उभारला त्या जागेचा
पत्ता.

2/-

(३) सदर कंपनी बरोबरचा करारनामा व वर्क ऑर्डरच्या प्रती आपणांस अतिरिक्त रू.16/- मुंबई पोर्ट ट्रस्ट च्या वित्त विभागात भरल्यानंतर देण्यात येतील [8पान x रू.2/- प्रति पान].
(४) सदर मोबाइल टॉवर मुळे मुंबई बंदर विश्वस्त मंडळला आजच्या तारखेपर्यंत रु.3,03,68,454.27 करारनाम्यानुसार मिळाले आहेत.

30/11/2020

(श्रीमती अ. अकिलांदेश्वरी)
कार्यकारी अभियंता (टे/इ)
आणी
केंद्रीय जण जाणकारी अधिकारी
योजना आणी अनुसंधान प्रभाग

क्र..यो.आणी अ./मा.अ.का./

प्रतिलिपी : श्री. के. एल. साचे, केंद्रीय जण जाणकारी अधिकारी आणि डेप्युटी इस्टेट मॅनेजर , इस्टेट डिव्हीजण , विजयदीप इमारत , 3 रा माळा, एस. व्ही. रोड, बॅलार्ड इस्टेट, मुंबई-400001 यांना या विनंतीसह की त्यांनी विषयांकित अर्जातील मुद्दा क्र. 3 (2) आणि 3 (3) संदर्भातील माहिती, माहिती अधिकार कायदा- 2005 अन्व्ये देणे शक्य असल्यास सदर माहिती अर्जदाराला थेट द्यावी.

संलग्न: आर. टी. आय. अर्ज फोटोकॉपी,
पेमेंट रिसिप्ट फोटोकॉपी.

– हस्ता –
(श्रीमती अ. अकिलांदेश्वरी)
कार्यकारी अभियंता (टे/इ)
आणी
केंद्रीय जण जाणकारी अधिकारी
योजना आणी अनुसंधान प्रभाग

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मुंबई पोर्ट ट्रस्ट

MUMBAI PORT TRUST

लेखा विभाग, विजयदीप, 6 वॉ माला,
शूरजी वल्लभदास मार्ग , बॅलार्ड इस्टेट, मुंबई: 01.
Accounts Department
Electronics & Communication Wi
Vijay Deep, 6th Floor,
Shoorji Vallabhdas Marg,
Ballard Estate, Mumbai - 01.

Ref No.: FA/E&T-200/2014(2015)/936

Date : 12/06/2015

To,
Mr. Manjush Mathews, GM,
M/s. Indus Towers Limited,
304, Skyline Icon, 3rd floor,
Near Mittal Industrial Estate,
Andheri Kural Road, Andheri (E), Mumbai-400059
Fax No. 022-42006111
Email:manjush.mathews@industowers.com

Dear Sir,

Sub: Tender No.: FA/E&T/200/2014: Renting out 15 MbPT spaces for installation of Mobile Network Towers at various MbPT properties for 5 years Lease.

Ref: (i) Your Price offer dated 14.01.2015
(ii) Letter of Intent No.FA/E&T/200/2014(2015)/838 dated 3.6.15

We are pleased to inform you that your offer at Rs.75,20,000 for the opening year rental/license fee and with the consideration of 6% annual increment on opening year rental/license fee totally amounting to Rs.4,23,90,939 for a period of 5 years has been accepted. The details of the locations is given at ***Annexure-I.***

2. **SCOPE OF WORK**:

(i) The entire work should be carried out with utmost care to avoid any damage to MbPT utilities & properties and necessary protection for these utilities & properties shall be provided during the progress of the work. Any damage caused during the execution of the work should be made good by you at your cost. All statutory permissions as applicable, if any, should also be obtained and copies of which should be submitted to MbPT.

(ii) Power connections shall be provided by Electrical & Mechanical Engineering Dept. of MbPT. You are therefore required to contact Chief Mechanical Engineer, Nirman Bhavan, 5th Fllor, Mazgaon, Mumbai for separate electrical meters at each location. You have to make payment regularly towards utilization of electricity whenever bill will be raised on your account. For any assistance you are therefore requested to contact Chief Mechanical Engineer, MbPT to understand the process of acquiring electrical meter and payment thereof.

(iii) You are also required to contact Chief Engineer, Civil Engineering Dept. Port House, 3rd Floor, Ballard Estate, Mumbai- 400001 for the finalization of any pre-requisites at each location.

(iv) The entire work should be carried out in accordance with the specifications, drawings, etc., that are to be installed by you at MbPT. The utmost care should be taken to maintain standard and permissible power output of base/relay station at each location and avoid any mobile radiation hazards. You shall be held responsible if found by concerned legitimate authority that the radiation level is more than permissible limit.

(v) You shall depute throughout the execution of the tender work, a Supervisor/Engineer to complete the entire work in an effective manner. The names of the authorized persons who will execute the works should be provided to MbPT.

(vi) You will have to arrange your own vehicle for transportation of men & materials. The safe custody of all equipments till successful operation at respective sites of MbPT shall be the sole responsibility of yours.

(vii) The detailed site survey for finalization of pre-requisites at each location may be carried out at the earliest.

3. **DELIVERY PERIOD**:

The entire system shall be delivered, installed and commissioned within a period of 32 weeks from the date of issuance of Letter of Intent. Any delay on this account will attract Liquidated Damages as specified below in Para No.4.

4. **LIQUIDATED DAMAGES:**

In the event of failing to commence or complete the work within a period of 32 weeks, Liquidated Damages shall be levied @ 0.25% of the Contract Price of work for delay of each week or part of a week subject to maximum ceiling of 5% of the Contract Price of work.

5. **SECURITY DEPOSIT**:

You are requested to deposit 10% of the total contract Value i.e. Rs.42,40,000 (Rupees Forty Two Lakhs Forty Thousand only) as Security Deposit (SD) within 14 days of the receipt of the this work order in the form of Bank Guarantee (BG). The BG should be from Mumbai branch of Nationalised bank and en-cashable in Mumbai only. The BG shall be submitted in accordance to the format given at ***Annexure-II.*** Unless this deposit is lodged within fourteen days of the receipt of intimation of the acceptance of this work order the Earnest Money will be liable to be forfeited and the contract liable to be terminated and you will be responsible to the Trustees for the damage incurred by you. The SD in the form of BG will be released immediately after successfully completion of entire work and on the receipt of the advance rentals/Licence Fee for the First Year.

6. **TERMS OF PAYMENT**:

MBPT shall provide the necessary invoice for charging annual lease rents/Licence Fee for the 15 MbPT sites for 5 years lease as detailed in Schedules and also provide service tax registration number, so as to enable you to reimburse service tax on lease rent/Licence Fee to MBPT.

The Rent/Licence Fee will start from the date of handing over the sites for installation and not from the date of completion of work. Accordingly, you are required to make consolidated payment on due date through cheque/ECS/NEFT/RTGS on Yearly basis towards entire 15 sites.

7. **NOTIFICATION OF AWARD**

To complete the necessary formalities of signing the Contract Agreement you are requested to submit the draft agreement as per the mandate form as specified in ***Annexure-III***.

8. **DOCK ENTRY PERMIT (DEP)**

The authorized Engineers/Technicians of M/s. Indus Towers Pvt. Ltd. and other staff are required to obtain DEP for which specimen format is given as per ***Annexure-IV***. Upon recommendations sought from E&T Officers, they are required to approach Asstt.Manager (Permit Section), Shramik Bhavan, Carnac Bunder, Masjid, Mumbai-01 for completion of necessary formalities.

Thanking You,

Yours faithfully,

(K.G.Nath)
Financial Advisor &
Chief Accounts Officer

16/6/15

DA: As above

No. FA/E&T/200/2014 (2015)/ 937

Date: 17/06/2015

CC: to the PS to Chairman for the kind information of Chairman
to the PS to Dy.Chairman for the kind information of Dy.Chairman
to Chief Mechanical Engineer for kind information
to Chief Engineer, for kind information
to Estate Manager, for kind information
to Secretary for kind information
to Traffic Manager for kind information
to Sr. .Commandant, CISF,MbPT for kind information

DA: Nil

Orignal Copy Recd.
18/6/15.
[Satish. K. Chaturvedi]

प्रधर उपनिदेशक (टेलीकाम इलेक्ट्रॉनिक्स)
मुंबई पोर्ट ट्रस्ट
Sr. Dy. Director (Tele. & Electronics)
Mumbai Port Trust

Annexure-I

List of MBPT Properties/ buildings/land for installation of Mobile Network Towers on rental basis

Sr. No.	Latitude	Longitude	Location Name for Approx. Space of 350 sq. ft
1	18.9109	72.8248	Wilson Building
2	18.9533	72.8424	Fire Station (Victoria Dock)
3	18.9372	72.8424	Indira Dock
4	18.9461	72.8424	New Hamallage
5	18.9293	72.8437	VTS Building
6	18.9564	72.8464	Bhaucha Dhaka
7	18.9641	72.8464	Nirman Bhawan
8	18.9629	72.8468	Bhandar Bhawan
9	18.9801	72.854	Khusal Nagar
10	18.9827	72.859	Fire station Hazibandar
11	18.9931	72.8554	Shivri Ware House
12	19.0142	72.8626	Charak
13	19.0096	72.8559	Sanjivani Dispensary
14	19.0046	72.8997	Fire station Pirpav
15	18.9636	72.9013	CISF TOWER (Jawahar Deep)

ANNEXURE-II

List of MbPT Properties/buildings/land for installation of Mobile Network Towers on rental basis.

Sr.No.	Locations Name for Approx.Space of 350 sq.ft	Remarks
1.	Sassoon Dock-Colaba	Not installed(Site not handed over)
2.	Fire Station (Victoria Dock)	Installed
3.	Indira Dock	Installed
4.	New Hamallage building, Indira Dock	Installed
5.	VTS Building, Indira Dock	Installed
6.	Bhaucha Dhaka, New Ferry Wharf	Installed
7.	Between shed C&D, Railway Yard, Messant Road, Reay Road	Installed
8.	Bhandar Bhavan, Mazagon	Installed
9.	Khusal Nagar, Reay Road	Installed
10.	Fire Station, Hajibunder	Installed
11.	Sewree Ware House, Sewree	Installed
12.	Open plot behind Knowledge Centre School, Wadala	Not installed (Site handed over)
13.	Sanjivani Dispensary	Installed
14.	Fire Station, Pirpau	Installed
15.	Jawahar Dweep	Installed

Annexure-III

FORM OF AGREEMENT

THIS AGREEMENT made this Tenth day of July Two Thousand Fifteen

BETWEEN

THE BOARD OF TRUSTEES OF THE PORT OF MUMBAI, incorporated by Major Port Trust of 1963 as amended by Major Port Trust (Amended) Act, 1974 (hereinafter called the **'Board'** which expression shall, unless excluded by, or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of Port of Mumbai its successors and assigns) of the **ONE PART;**

AND

INDUS TOWERS LIMITED, a company incorporated under the Companies Act, 1956 having its registered Office at Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase – II, New Delhi – 110 070., and Circle office at Skyline Icon, 3rd Floor, Near Mittal Industrial Estate, Andheri Kurla Road, Andheri East, Mumbai 400 059., through its Constituted Attorney Mr. Manisvh Mathews (hereinafter called the **'CONTRACTOR'** which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators) on the **OTHERPART;**

INDUS TOWERS LTD. MUMBAI

The Cosmos Co-Operative Bank Ltd. Vile Parle Branch Saraswat Nivas, Plot No-45,TPS-1 CTS No 807 A, Hanuman Road,Vile Parle (E), Mumbai-400 057.

INDIA STAMP DUTY MAHARASHTRA Rs.00001001-PB5114 ZERO ZERO ZERO ZERO ZERO ZERO 10:34 JUL 01 2015 176166 41412 Special Adhesive

WHEREAS the Board invited bids for the work of Tender No.**FA/E&T/200/2014** i.e. Renting out 15MbPT spaces for installation of Mobile Network Towers at various MbPT Properties for 5 years Lease.

AND WHEREAS the Contractor submitted his/their/her/its quotations by his/their/its bid dated **14/01/2015** which bid was subject to the terms and conditions as contained in his/their/her/its letters referred to in the **Schedule 'A'** hereto respectively and which bid subject to the said terms and conditions was accepted by the Board by the letter of FA & CAO bearing No. **FA/E&T/200/2014 dated 15/01/2015** in respect of Bid No. _____ only.

NOWTHISAGREEMENT WITNESSETHASFOLLOWS:

1. In this Agreement the Words and expressions shall have the same meaning as are respectively assigned to the min the conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

2.1.1 The said bid.
2.1.2 Instructions to bidders including addendum to bidders.
2.1.3 The general conditions, including the special conditions of contract.
2.1.4 The Schedule of Quantities and Rates and other Schedules.
2.1.5 The Contractors and the FA&CAO's letters referred to in the Schedule "A" hereto, and
2.1.6 The acceptance of the Bid by the said letter dated 17th day of June 2015 from the FA&CAO of the Board to the contractors.

3. In consideration of the payments to be made by the Board to the Contractors as herein under mentioned the Contractors DO and each of them DOT severally and jointly HEREBY CONVENT with the Board to carry out and complete within the stipulated period (time being the essence of this contract) the work of building/ operating/ maintaining 15 Mobile Towers hereto/ and all other ancillary work as described in the Drawings in accordance with the specifications and in conformity in all respects with the provisions of the Contract and to maintain/ guarantee the same as provided in the conditions of Contract/ Specifications (hereafter collectively called "the Contract Work").

4. The Board Doth HEREBY CONVENT to pay to the Contactors in considerations of the contractors carrying out and completing within the stipulated period (time bearing of the essence of this Contract) the contact work to the entire satisfaction of the FA&CAO of the Board in all respect the contract price)after taking into account the rebated of N.A % bided by the Contractor) / at the time and in the manner prescribed by the Contact.

IN WITNESS WHEREOF the Contractors have /has hereunto subscribed and set his/their respective hands and the FA&CAO of the Board of Trustees of the Port of Mumbai for, and on behalf of the Board has his hand and seal and the Common Seal of the Board has been hereunto affixed the day and year first above written.

THE SCHEDULE 'A' ABOVE REFERRED TO
(The Schedule of letters)
(Here please mention contractor's and MbPT's letters)
THE SCHEDULE 'B' ABOVE REFERED TO
(The Schedule of spares to be supplied by the Contractors)

SIGNED SEALED AND DELIVERED

By the above named

Of **M/S. INDUS TOWERS**
CONSTITUTED ATTORNEY

Manjush Matheus

INDUS TOWERS LTD. MUMBAI

In the presence of

Shri Satish Chaturvedi

SIGNED SEALED AND DELIVERED

Shri K.G. NATH
FA&CAO for and on behalf of the
Board of Trustees of the Port of FINACIAL ADVISOR & CHIEF
Mumbai in the presence of ACCOUNTS OFFICER

Shri PRAKASH OHOL

FINANCIAL ADVISER &
CHIEF ACCOUNTS OFFICER

The common seal of the Board of
Trustees of the Port of Mumbai was
Affixed in the presence of SECRETARY
Shri R. P. Paibir Mumbai Port Trust

Secretary