

MAHA MUMBAI METRO OPERATION CORPORATION LIMITED (A Government of Maharashtra PSU) 4th Floor, NaMTTRI Building, Adjoining New MMRDA Building, Bandra Kurla Complex, Bandra East, Mumbai 400051 https://www.mmmoocl.co.in	
e-tender Title:	Provision of the Services of Ticket Selling Officer and Commercial Supervisor at Station of Metro Lines 2A and 7 and Upcoming Metro Lines
e-tender ID:	2024_MMRDA_1114302_1
e-tender ref no:	Reference No: MMMOCL-OP/COM-01-2024
Reply to Pre-bid queries	

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
1	1	Finance Cover	Financial Document 1 to 4 in PDF File	Kindly clarify which document need to upload in the Portal.	Clause amended. Please Refer Corrigendum 3, Sr. No.5
	15 of 55	2.32.C. g	Tenderers are requested to upload duly filled scanned copy of Appendix-8 (Schedule-1 & Schedule-2) and Financial Bid format.xlsx under-price tender cover letter option. Any ambiguity in the submission of Appendix-8 (Schedule-1 & Schedule-2) will be considered bid as invalid.		

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2	6 of 55	Period	One Year + One Year extendable based on the Performance	All these clauses are contradictory with each other, With refer to these clauses Contract Period is One year & Extendable to more One Year. So, request you to please revalidate Estimated Cost according to Contract period.	Tender Condition prevails
	8 of 55	1.1	Provision of the Services of Ticket Selling Officer and Commercial Supervisor at Station of Metro Lines 2A and 7 and Upcoming Metro Lines for a period of One Year + One year extendable based on the performance		Tender Condition prevails
	11 of 55	2.1. c.	Estimated Cost (Rupees): Rs.31,45,67,615/- (Incl. GST) for 2 years.		Clause amended. Please Refer Corrigendum 3, Sr. No.2
	37 of 55	5.44	The contractor shall depute the required TSO and Commercial Supervisor within one month of issue of Letter of Acceptance by the MMOCL. The contract period is three years and it will commence from the First Invoice period submitted by the contractor. However, MMOCL can foreclose the contract with six months' notice.		Clause amended. Please Refer Corrigendum 3, Sr. No.19

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3	9 of 55	1.3	For Track, Standard Gauge is used of 1435 mm, with Route length of total Line 2 corridor (Dahisar East to Mandale Metro) is 42.243 Kms with 38 elevated stations (17 stations of Line 2A and 21 stations of Line 2B). The traction power supply system will be 25 kV AC Overhead Catenary System.	Since this project is called for Line 2A, 7 & Upcoming Metro Lines but Details provided in tender are for Line 2A and Line 2B Only. So, request your good office to provide the details of Line 7 & Upcoming Metro Lines.	Clause amended. Please Refer Corrigendum 3, Sr. No.1 Please refer below link for other metro line detail https://mmmoocl.co.in/project-brief.html
	11 of 55	2.1. a.	Location of the Work/ Service: Mumbai Metro Line-2A & 7 and other connecting lines as and when required based on operational requirement.		
4	12 of 55	2.15	The lowest tenderer will have to submit the rate analysis of items, if required.	With refer to this clause kindly request you all to do not accept Negative Cost Bidding	Tender Condition prevails
	13 of 55	2.18	Additional Performance Security shall be applicable as mentioned in this RFP		
	15 of 55	2.32. C.	In case of abnormally low quote, bidder has to submit Rate analysis i.e., breakup of component of salary, administrative charge, profit and also		

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			the justification on low quote as to how the administrative expenses will be borne by agency to the satisfaction of MMOCL		
	15 of 55	2.32.C. f	In case of unjustified quote or service charge, MMOCL reserves right to disqualify the bidder from future bidding or blacklist the bidder.		
5	13 of 55	2.27	Earnest money for this work will be 5% of estimated cost put to bid i.e. Rs. 1,57,28,381/-EMD can be paid by using below mentioned Mode of Payment: • Online payment gateway	With refer to value of EMD we request your good office to allow bidder to submit the same in the form of Bank Guarantee.	Tender Condition prevails
6	13 of 55	2.27	Bidders should also upload scanned copy of cancelled cheque along with refund letter for refund of their EMD payment.	Kindly clarify whether this document need to submit at the time of Bid Submission.	Yes, document need to submit at the time of Bid Submission.
7	14 of 55	2.29	The Bank Guarantee shall be payable at any branch in Mumbai and valid for a period of 30 (Thirty) months from the date of issue of contract start date.	Since Contract Period is One Year which will extend for One More year so request your good office to	Tender Condition prevails

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	14 of 55	2.3	Further if and when contract period increases, or contract value increases even as a result of revision in Service Tax/GST, the contractor shall be required to deposit additional BG(s) so as to ensure availability of Bank Guarantee @ 5% of contract value (Two-year contract value) with MMOCL at all times.	ask Bank Guarantee on yearly renewable Basis.	
8	14 of 55	2.32.B.iv.	Note: Bidders are required to submit two hard copies of the signed Technical Bid to the Manager (Commercial) at the address provided above. Please ensure that the hard copy of the Technical Bid matches the one submitted on the e-tender portal. Only the submission made through the e-tender portal will be considered for evaluation.	Since this tender need to submit on e-Tendering Portal; so kindly clarify about Two Set of Hard Copy Submission.	Clause amended. Please Refer Corrigendum 3, Sr. No.4
9	15 of 55	2.32.C.C	Manpower is defined as number of persons required in shift including Leave Reserve, Rest Giver, etc.	Kindly clarify about Training Reserve staff count & wages of the same considered in the Estimated Cost.	Yes, it has been included in Estimated cost

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	32 of 55	5.22	Contractor shall appoint adequate number of Ticket Selling Officer (TSO) and Commercial Supervisor as suggested by MMOCL for managing Stations efficiently from time to time which shall include Rest Giver, Leave Reserve, Training Reserve, etc.		
10	16 of 55	2.34. g.	The contractor shall take out necessary/ relevant Insurance Policy/Policies to provide adequate insurance cover for execution of the awarded contract work from the 'Directorate of Insurance, Maharashtra State, Mumbai- 400 051' only.	Kindly clarify about the Sum Assurance Require for this Kind of Policy.	Clause amended. Please Refer Corrigendum 3, Sr. No.8

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11	17 of 55	2.36. c.	In case of any enhancement in labour rates as mentioned in Minimum wages, Government of Maharashtra, PF contribution, bonus act, ESIC etc, all such increments / enhancements will be borne by the contractor. The provision of all Acts/ Rules as per Maharashtra State will be applicable. Wherever, Maharashtra Act/ Rules are not available, Central Act/ Rules will be applicable	These all clauses are contradictory with each other so kindly clarify about the same.	Clause amended. Please Refer Corrigendum 3, Sr. No.9
	47 of 55	7.11	In case of any enhancement in labour rates as mentioned in Minimum wages, Govt. of Maharashtra related to wages, PF contribution, bonus act, ESIC etc, all such increments / enhancements will be borne by the contractor. The provision of all Acts/ Rules as per Maharashtra State will be applicable. Wherever, Maharashtra Act/ Rules are not available, Central Act/ Rules will be applicable.		Clause amended. Please Refer Corrigendum 3, Sr. No.22

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	48 of 55	7.2	Agency shall pay the employees the Wages/Salary before expiry of the 10th day of every month and all other statutory dues within prescribed time period as per law and shall ensure that the wages Paid to them are as agreed in the e-tender. In case of any increase, I change in Minimum Wages or other statutory benefits over and above as agreed in e- tender and paid by MMOCL to Agency, the same will be reimbursed by the Authority after production of documentary proof of payment made to the outsourced persons provided by Agency.		Clause amended. Please Refer Corrigendum 3, Sr. No.24
	52 of 55	7.33	The bidder will be responsible to pay the salary as defined in Table 2 (Salary Structure of Commercial Supervisor) and Table 3 (Salary Structure of Ticket Selling Officer) to the respective employee. No deductions will be allowed other than given structure in the referred tables. Changes are not permitted for the below structure		Tender Condition prevails Only Table Heading description amended Please Refer Corrigendum 3, Sr. No.26&27

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			unless written approval from the authority. Bidders to quote the financial bid considering the below calculations:		
	52 of 55	Table 3	Note: Structure of the above table will not change, however, other components may change proportionally based on the changes in Minimum wages of Govt. of Maharashtra.		Tender Condition prevails
12	20 of 55	3.1	The experienced Bidder should have successfully completed similar Works/Services during last Five-year ending 30th September 2024 as follows	Kindly request your good office to consider Ongoing Project which fulfil the Criteria.	Clause amended. Please Refer Corrigendum 3, Sr. No.11
13	20 of 55	3.1	Works involving provision of trained, computer literate manpower for ticketing services of Metro Railways/ Railways/ Roadways/ Mono Railways/ Airports or Works involving provision of skilled, trained, data entry operator, computer Operator manpower in	Works involving provision of trained, computer literate manpower for ticketing services of Metro Railways/ Railways/ Roadways/ Mono Railways/ Airports / any Government Departments/ Public Sector Units or Works involving provision of	Clause amended. Please Refer Corrigendum 3, Sr. No.12

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			Government Departments/ Public Sector Units.	skilled, trained, Uniformed Staff / data entry operator, computer Operator manpower in Government Departments/ Public Sector Units.	
14	20 of 55	3.1	For the works/ services to be considered for qualification of work experience, documentary proof such as satisfactory work completion certificates from clients indicating the nature/ scope of work, actual completion cost and date of commencement for such works/ services should be uploaded.	For the works/ services to be considered for qualification of work experience, documentary proof such as satisfactory work Experience / Project completion certificates from clients indicating the nature/ scope of work, actual completion cost or Ongoing Project and date of commencement for such works/ services should be uploaded.	Clause amended. Please Refer Corrigendum 3, Sr. No.13
15	20 of 55	3.1	Firms with experience of providing technically skilled and experienced manpower to Railways/Metro Railways shall be given preference.	Firms with experience of providing Highly Skilled and skilled and experienced manpower to Railways/ Metro Railways shall be given preference.	Clause amended. Please Refer Corrigendum 3, Sr. No.14 (Clause Deleted)

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16	20 of 55	3.2	Certificates of satisfactory completion of similar works shall be issued by authority not below the rank of Head of the department or equivalent responsible authority of the organization where the services were provided.	Kindly request your good office to accept the Certificates issued by Metro Organization	Tender Condition prevails
17	20 of 55	3.2	Average annual financial turnover during last Three Financial years ending 31st March, 2024 (i.e. FY 2021-22 to FY 2023-24) should be at least 30% of the estimated cost (i.e. Rs. 9,43,70,284/-). Audited Balance Sheet of previous Three financial years duly certified by C.A. and Certificate of Turnover as per Appendix-6 need to be enclosed. (Furnish copies of audited balance sheets and profit & loss account statements).	Kindly request you good office that Do not consider the bid from the Bidder having loss in any one year from last Five Financial Years.	Tender Condition prevails
18	21 of 55	3.9	The necessary certificates as mentioned in qualification criteria are required to be obtained by the bidder from the competent authority. The	Kindly clarify about applicability of this Clause in Technical Qualification Requirement.	Clause amended. Please Refer Corrigendum 3, Sr. No.17

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			copies of these certificates duly attested by the Authorized Signatory of the organization which had availed the services shall be uploaded.		
19	28 of 55	4.22	The Agency shall indemnify (in Rs.500/- non-judicial stamp paper) and protect the MMOCL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the MMOCL by reason of any act or omission of the Agency, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable.	Kindly clarify about the Sum Assurance Require for this Kind of Policy.	Tender Condition prevails
20	32 of 55	5.24.4	MMMOCL shall provide initial training at its own expense for the first time only and competency certificate shall be issued to successful Ticket Selling Officer (TSO) and commercial	Kindly clarify about the Training Cost.	Currently Rs 400 Per day inclusive of GST for TSO & Supervisor. However, it may change based on the training provided

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			Supervisor. The contractor shall train adequate number of Ticket Selling Officer (TSO) and commercial Supervisor so as to ensure smooth running of Station Operations as per Operation requirement.		
21	32 of 55	5.24.5	Refresher Course shall be planned as per MMOCL training module and Ticket Selling Officer (TSO) and commercial Supervisor shall be spared by contractor as per module received by MMOCL. Contractor shall keep additional 5% staff for refresher/training purpose.	Kindly clarify about the wages of this 5% additional Staff.	Clause amended. Please Refer Corrigendum 3, Sr. No.18
22	32 of 55	5.24.6	A salary for training period shall be paid to Ticket Selling Officer (TSO) and commercial Supervisor as per prescribed wages in this RFP subject to passing getting fit to job certificate from the MMOCL and contractor on submission of proof of payment to the Ticket Selling Officer (TSO) and Commercial Supervisor during training period.	Kindly clarify about the reimbursement of this Training Period Wages from the Department or Not.	Tender Condition prevails

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23	33 of 55	5.24.9	Ticket Selling Officer (TSO) and Commercial Supervisor who could not pass the prescribed tests during training shall be removed by the contractor and the cost of training of the replaced Ticket Selling Officer (TSO) and Commercial Supervisor shall be borne by the contractor.	Kindly clarify about training Cost for each designated staff.	Currently Rs 400 Per day inclusive of GST for TSO & Supervisor. However, it may change based on the training provided
24	33 of 55	5.25	The Commercial Supervisor candidates, who have undergone training, should pass the competency written exam and viva. If a candidate fails in the competency examination, MMOCL will cease to make the payments for the failed employee, till such time he/she passes. Not more than three attempts shall be allowed. The service of those employees who have failed thrice in the competency exam shall be terminated by the contractor. The repeat competency exam for the failed candidate will be conducted within a period of two weeks.	With refer to this clause we would request your good office to clarify this clause for better understanding.	If a candidate fails in the competency examination, MMOCL will cease to make the payments for the failed employee, till such time he/she passes. Not more than three attempts shall be allowed for Competency, if anyone failed in all 3 attempt, Payment of those employee will not reimburse by MMOCL to Contractor

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25	33 of 55	5.28.3	Initially in first year, MMOCL may not need the staff for manning all the shifts at stations. MMOCL will specify the adequate number of shifts required for manning at Stations by Ticket Selling Officer (TSO) and Commercial Supervisor as per opening of a specified number of stations with commencement date and will inform to contractor well in advance duly considering the variation. The Contractor shall submit the details of manpower required for manning the shifts including Rest Giver, Leave Reserve, Training Reserve, attrition if any etc. to MMOCL as required to ascertain the adequate number of Ticket Selling Officer (TSO) and Commercial Supervisor.	With Kindly clarify about No. of Station Currently Operational & Staff Count specified on Page No. 15 of 55 is require at the time of Commencement of project.	Tender Condition prevail
26	36 of 55	5.37.2	The Contractor shall pay all traffic surcharges and other royalties, license fees, rent and other payments or compensation, if any, for getting materials, machine, process, systems,	Kindly clarify about which kind of materials, Machines, Equipment's or systems require for execution of this project.	Tender Condition prevail

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			work methods, or Contractor's Equipment required for the Works.		
27	36 of 55	5.38.1	The Contractor/ Licensee shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the MMOCL or the lives, persons/ passengers or property of others from whatsoever cause in connection with the works.	Since this is just a Manpower Supply Contract kindly clarify about the applicability of this clause in this project.	Tender Condition prevail
28	36 of 55	5.40.1	Security arrangements for the work shall be in accordance with general requirements and the Contractor shall conform to such requirements and shall be held responsible for the action or inaction on the part of his staff /employees. A fine of Rs. 10,000/- shall be imposed on the Contractor plus recovery of cost of material in addition to police action against the delinquent employees if any employee of	Since this is just a Manpower Supply Contract kindly clarify about the applicability of this clause in this project.	Tender Condition prevail

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			Contractor is caught stealing MMOCL property. Decision of MMOCL shall be final.		
29	43 of 55	6.4.12	National Holiday: In addition to the paid leave, the Contractor shall provide each employee with three (4) days of National Holiday per year	Kindly request you to correct the clause.	Clause amended. Please Refer Corrigendum 3, Sr. No.20
30	43 of 55	6.4.12	Leave Encashment and Carry Forward: Leaves cannot be encashed. However, if tender is extended to next year then Paid leaves can be carry forwarded to next contract year subject to maximum accumulation of 10 leaves.	These both clauses are contradictory with each other. In One Clause No Leave Encashment & in other clause it is obligation of the Bidder. So Please clarify & correct the clause accordingly.	Clause amended. Please Refer Corrigendum 3, Sr. No.20
	48 of 55	7.19	Agency shall be liable for payment of Minimum Wages, Bonus, PF, P.T., GST, Labour Welfare Fund, ESIC, Leave Wages, Workmen's Compensation for accidents etc. as per laws applicable and attendee by the rules of the Contract Labour (Regulation & Abolition) Act 1970. Agency are bound to make the payment as per financial bid structure failing which, non-		Tender Condition prevail

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			adherence of contract terms will result in termination of contract forfeiting SD/BG and all due payments.		
31	51 of 55	7.31	MMMOCL shall be entitled to split the work and / or award the part of work under the tender to one or more tenderers in any manner that in the opinion of MMOCL is more favourable to it.	Kindly request your good office to delete this clause.	Clause amended. Please Refer Corrigendum 3, Sr. No.25
32	15 of 55	2.32. C.	Manpower is defined as number of persons required in shift including Leave Reserve, Rest Giver, etc.	Total Staff Deployment summation is not correct so request you to please correct the same.	Clause amended. Please Refer Corrigendum 3, Sr. No.6
33	20-55	Chapter-III Pre- Qualification Requirement 3. & 3.1	The experienced Bidder should have successfully completed similar Works/Services during last Five-year ending 30th September 2024 as follows: 3.1.1 At least one similar completed work/ service costing not less than an amount equal to 80% of the estimated annual cost of	As per technical bid 3. A-Bidders Technical qualification requirement, bidder have to submit last five years ending 30th September 2024 experience in similar work and as per Appendix -	Appendix amended. Please Refer Corrigendum 3, Sr. No.28

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			<p>Rs.25,16,54,092/-.</p> <p>3.1.2 At least two similar completed works each costing not less than an amount equal to 50% of the estimated annual cost of Rs.15,72,83,807 /-.</p> <p>3.1.3 At least three similar completed works each costing not less than an amount equal to 40% of the estimated annual cost of Rs.12,58,27,046/-.</p> <p>Definition of Similar Work: Works involving provision of trained, computer literate manpower for ticketing services of Metro Railways/ Railways/ Roadways/ Mono Railways/ Airports or Works involving provision of skilled, trained, data entry operator, computer Operator manpower in Government Departments/ Public Sector Units.</p> <p>Note: The tenderer shall submit details of similar works/</p>	<p>5 Technical qualification of Work you have consider 3 Financial years' experience this both clauses are contradictory so we are requesting your good office to kindly consider Five Financial Year Instead of 3 Financial Year in Appendix - 5.</p>	

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			services executed by them as per Appendix- 4.		
	2 of 51	Chapter-IX Appendices	Appendix - 5 Technical Qualification of Work		
34				EMD to be accepted in the form of BG & to reduce it by minimum 3 % & Axis Bank PBG may be accepted.	Tender Condition prevail
	20	3.1.1		Refer to page no.20 point no 3.1.1 request to calculate technical qualifying eligibility criteria on one-year value.	Tender Condition prevail
35	14	2.28		Refer to page no 14-point no. 2.28 PBG to be reduced to 2 % of contract value & Axis Bank PBG may be accepted.	Tender Condition prevail
	20		Appendix 4	Refer to page no.20 Appendix 4 submission of TDS certificate for all payments received from client should be waived off.	Tender Condition prevail

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36	21	3.6		Refer to page no.21 point no. 3.6 solvency certificate request to accept latest certificate issued by bank for any other client.	Tender Condition prevail
	13	2.19		Refer page no.13 point no.2.19 request to clarify whether uploaded copies should be self-attested copies?	All Document which will be uploaded at Mahatender portal by the bidder must be Self attested in all pages
37	54-55		penalties	Refer page no 54 & 55 huge penalties request to reduce the same	Tender Condition prevail
				In salary Structure kindly incorporate the 4 National Holidays 1.28% & 21 Paid Leaves6.73% as in your tender these are mentioned but not there in salary structure	Tender Condition prevail
38				EMD is 5% instead we request to kindly do 1% as it's there in all other tenders	Tender Condition prevail

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				BOQ is in shifts which are for 361 employees but the required manpower is 462. It will be difficult to manage the roster to maintain 361 employees out of 462 deployment as it's not necessary that the excess staff will only take unplanned leaves. In this case the daily required shift will exceed and it will be a problem for billing. We suggest to take BOQ on "Admin + Service charges" basis and the billing can be done as per actuals on deployments the structure is specified	Tender Condition prevail
39	11 of 55	2.3.3	Earnest Money Deposit @ 5% of Estimate (in Rs.) : Rs. 1,57,28,381/-	As per existing rules, EMD can be between 2 % to 5% of Estimate. In this case, the EMD is required to be paid @ 5% of estimated cost of Rs.31,45,67,615/-. Requesting to reduce the same to 2% of the estimate cost i.e. Rs.62,91,353/-	Tender Condition prevail

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	20 of 55	3.1.1	Bidders Technical Qualification requirement - 3.1 The experienced Bidder should have successfully completed similar Works / Services during last Five-year ending 30 September 2024 as follows - 3.1.1 - At least one similar work / service costing not less than an amount equal to 80% of the estimated annual cost of Rs.25,16,54,092/-	The period of the Tender is One Year + One year extendable based on the performance and the total estimated cost of 2 years is Rs.31,45,67,614.00. In the Tender clause 3.1.1 it is mentioned that 80% of the estimated annual cost of Rs. 25,16,54,092/- which is for 2-year Cost. Total estimate of Rs. 31,45,67,614/- is for 2 years and annual cost (1 year) is Rs. 15,72,83,807/- and 80% of Rs. 15,72,83,807/-should be Rs.12,58,27,045/- and not Rs.25,16,54,092/-. As such requesting you to correct this amount to Rs. 12,58,27,045/- and issue Corrigendum. It may be also mentioned here that MMRCL (Line 3) recently published a tender for Provision of Ticket Vending Services & Customer Service Staff Metro Stations & Associated locations (Tender No. MM3-CBS-	Clause amended. Please Refer Corrigendum 3, Sr. No.16

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				O&M/TKS/PKG-2/2024) and the total Tender value was Rs.40,21,20,527.73 and asked for similar work of Value of Rs.8.05 crores which is 80% of Rs.10,05,30,131.93 i.e. annual (1 year) value. Attaching herewith concerned clause of Tender of MMMRCL for your ready reference	
40	20 of 55	3 (Note)	For the works/services to be considered for qualification of work experience, documentary proof such as satisfactory work completion certificates from clients including the nature / scope of work, actual completion cost and date of commencement for such works / services should be uploaded. In case works/services executed for private clients, documentary proof such as copy of Work Order, Bill of quantities, Bill-wise details of payment received certified by CA, TDS certificates for all	For the works/services to be considered for qualification of work experience, documentary proof such as satisfactory work completion certificates from clients including the nature / scope of work, actual completion cost and date of commencement for such works / services should be uploaded. Also, if Cost is not mentioned in Work experience certificate provided by the client then documentary proof such as copy of Work Order/	Clause amended. Please Refer Corrigendum 3, Sr. No.15

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			the payments received, copy of final / last bill by the client should be uploaded. The offers received without documentary proof shall not be evaluated. Firms executing similar works/services shall also be considered. Firms with experience of providing technically skilled and experienced manpower to Railway/Metro Railways shall be given preference	LOA/Contract Copy, Bill of quantities, Bill-wise detail of payment received certified by CA, TDS certificates, CA Certificate mentioning Contract period and Entire Invoicing amount in contract period (FY Wise) should be uploaded. The offers received without documentary proof shall not be evaluated. Firms executing similar works/services shall also be considered.	
	17 of 55	2.36.c	In case of any enhancement in labour rates as mentioned in Minimum wages, Government of Maharashtra, PF contribution, bonus act, ESIC etc. all such increments / enhancements will be borne by the contractor. The provision of all Acts / Rules as per Maharashtra State will be applicable. Wherever, Maharashtra Act / Rules are not available, Central Act Rules will be applicable	Revision of minimum wages of Maharashtra happens in every January and July. This tender is for 2 years and it will be very difficult to budget the increase in VDA for January-25, July-25, January-26 and July-24 as on date. Normally wherever payments are to be made as per Minimum wages, the escalated amount is being reimbursed by the Principal Employer to the Bidder. As such	Clause amended. Please Refer Corrigendum 3, Sr. No.9

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
				requesting you to amend this clause and add that any revision in Maharashtra Minimum Wages will be reimbursed to the Bidder by MMOCL	
41	11 of 55	2.3.3	Earnest Money Deposit @ 5% of Estimate (in Rs.): Rs. 1,57,28,381/-	As per existing rules, EMD can be between 2 % to 5% of Estimate. In this case, the EMD is required to be paid @ 5% of estimated cost of Rs.31,45,67,615/-. Requesting to reduce the same to 2% of the estimate cost i.e. Rs.62,91,353/-	Tender Condition prevails
	20 of 55	3.1.1	Bidders Technical Qualification requirement - 3.1 The experienced Bidder should have successfully completed similar Works / Services during last Five-year ending 30 September 2024 as follows - 3.1.1 - At least one similar work / service costing not less than an amount equal to 80% of the estimated annual cost of Rs.25,16,54,092/-	The period of the Tender is One Year + One year extendable based on the performance and the total estimated cost of 2 years is Rs.31,45,67,614.00. In the Tender clause 3.1.1 it is mentioned that 80% of the estimated annual cost of Rs. 25,16,54,092/- which is for 2-year Cost. Total estimate of Rs. 31,45,67,614/- is for 2 years and annual cost (1 year) is Rs.	Clause amended. Please Refer Corrigendum 3, Sr. No.16

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				<p>15,72,83,807/- and 80% of Rs. 15,72,83,807/-should be Rs.12,58,27,045/- and not Rs.25,16,54,092/-. As such requesting you to correct this amount to Rs. 12,58,27,045/- and issue Corrigendum. It may be also mentioned here that MMRCL (Line 3) recently published a tender for Provision of Ticket Vending Services & Customer Service Staff Metro Stations & Associated locations (Tender No. MM3-CBS-O&M/TKS/PKG-2/2024) and the total Tender value was Rs.40,21,20,527.73 and asked for similar work of Value of Rs.8.05 crores which is 80% of Rs.10,05,30,131.93 i.e. annual (1 year) value. Attaching herewith concerned clause of Tender of MMRCL for your ready reference</p>	

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
42	17 of 55	2.36.c	In case of any enhancement in labour rates as mentioned in Minimum wages, Government of Maharashtra, PF contribution, bonus act, ESIC etc. all such increments / enhancements will be borne by the contractor. The provision of all Acts / Rules as per Maharashtra State will be applicable. Wherever, Maharashtra Act / Rules are not available, Central Act Rules will be applicable	Revision of minimum wages of Maharashtra happens in every January and July. This tender is for 2 years and it will be very difficult to budget the increase in VDA for January-25, July-25, January-26 and July-24 as on date. Normally wherever payments are to be made as per Minimum wages, the escalated amount is being reimbursed by the Principal Employer to the Bidder. As such requesting you to amend this clause and add that any revision in Maharashtra Minimum Wages will be reimbursed to the Bidder by MMOCL	Clause amended. Please Refer Corrigendum 3, Sr. No.9
43	14	B IV	Bidders are required to submit two hard copies of the signed Technical Bid to the Manager (Commercial) at the address provided above. Please ensure that the hard copy of the Technical Bid matches the one	Does the department mean photo copies of the submitted bid or the original copies (i.e. original of the entire bid? Kindly clarify.	Clause amended. Please Refer Corrigendum 3, Sr. No.4

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			submitted on the e-tender portal. Only the submission made through the e-tender portal will be considered for evaluation.		
	16	2.34 g	The contractor shall take out necessary/ relevant Insurance Policy/Policies to provide adequate insurance cover for execution of the awarded contract work from the 'Directorate of Insurance, Maharashtra State, Mumbai- 400 051' only.	There are many institutes other than Directorate of Insurance, Maharashtra State, who provide insurances and we are also empanelled with various institutes for the same. Kindly accept such policies also.	Clause amended. Please Refer Corrigendum 3, Sr. No.8
44	17	2.35 c	In support of this, the agency must furnish the challan/ receipt for the payment made to RPFC, along with list of employees who are covered while submitting the Bills for payment to MMOCL.	Sir, as you are aware, there is a time frame provided by the Government for compliances of the statutory payments. Hence for the current month, kindly allow such compliances to be made before raising the bill for next month. And then, in case the proofs are not submitted, the bills for the next month can be kept hold.	Tender Condition prevails

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	18	xii	Equal remuneration act	This act is not clear, kindly provide the details of equal pay as per the same.	Tender Condition prevails
45	20	3	Works involving provision of trained, computer literate manpower for ticketing services of Metro Railways/ Railways/ Roadways/ Mono Railways/ Airports or Works involving provision of skilled, trained, data entry operator, computer Operator manpower in Government Departments/ Public Sector Units.	Kindly also allow experience of handling large number of skilled, semi-skilled manpower also along with specific skilled, trained, data entry operator, computer Operator manpower. This is because, we, BVG India have immense work experience in handling large scale manpower which includes provision of skilled operators, data entry operators, doctors, EMTs, nurses, technicians, attendants, engineers, and many such different categories. Hence, allowing such experience will enable able Companies like us to	Clause amended. Please Refer Corrigendum 3, Sr. No.12

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				bid for the tender thereby enabling competition.	
46	20	3.3	<p>The Bidder should not have been blacklisted/ debarred/ declared ineligible for award of contract by any Government / Government undertaking/ Semi Government / Govt. Controlled Institutions/ Projects in India, during the last five (5) years. Also, the Bidder should not have abandoned any of the Works after award of the Contracts during the last five (5) years from the date of opening of the RFP</p>	<p>Kindly ask this clause as on date of submission of bid as is asked in all the tenders published in India. Because in case of Companies like us, such actions have been reversed by the authorities themselves. Hence, as on date we cannot be called as a blacklisted/ debarred party. Therefore, we request the department to kindly amend this clause as: 'The Bidder should not have been blacklisted/ debarred/ declared</p>	<p>Clause amended. Please Refer Corrigendum 3, Sr. No.30</p>

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				ineligible for award of contract by any Government / Government undertaking/ Semi Government / Govt. Controlled Institutions/ Projects in India as on date of submission of the bid. Also, the Bidder should not have abandoned any of the Works after award of the Contracts during the last five (5) years from the date of opening of the RFP.	
47	21	3.6	Bidders should upload scanned copy of Solvency Certificate to the extent of 20% of the estimated cost from Nationalized Bank or Scheduled Bank at the time of Bid submission.	Kindly allow solvency certificate procured by the bidder in the last 6 months preceding bid due date. This is because the validity of solvency certificate is 1 year from	Tender Condition prevails

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
				<p>the date of its procurement. Requesting the department to kindly accept and allow the same.</p>	
48	47	7.10	<p>In case of any enhancement in labour rates as mentioned in Minimum wages, Govt. of Maharashtra related to wages, PF contribution, bonus act, ESIC etc., all such increments / enhancements will be borne by the contractor. The provision of all Acts/ Rules as per Maharashtra State will be applicable. Wherever, Maharashtra Act/ Rules are not available, Central Act/ Rules will be applicable</p>	<p>Since this is a manpower-based service contract, all the increments/ enhancements in minimum wages, PF, ESIC etc., should be reimbursed at actual, by the Principal Employer i.e. MMOCL. It is not possible for the Agency to anticipate the future increments/ enhancements at the time of submission of bid. Thus we request the Department to kindly alter the clause suitably and reimburse all such future</p>	<p>Clause amended. Please Refer Corrigendum 3, Sr. No.22</p>

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				increments/ enhancements at actual as applicable or as per the RBI index.	
49	48	7.17.4	Employee PF ECR with TRRN challan	Sir, as you are aware, there is a time frame provided by the Government for compliances of the statutory payments. Hence for the current month, kindly allow such compliances to be made before raising the bill for next month. And then, in case the proofs are not submitted, the bills for the next month can be kept hold.	Tender Condition prevails
	48	7.18	Payment towards the outsourced manpower provided by agency shall be made on the basis of submission of bill along with attendance sheet in triplicate and relevant payment challans of statutory deductions like EPF, ESIC/ Insurance, PT, etc. before end of month.		
	49	7.22	The certified copies of challans of the statutory payments like EPF, ESIC, PT, GST etc. is required to be made in time limit to the respective Government department which should be duly tallied with the pay bill and Invoice.		

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
50	52		Table 2: - Salary Structure of Commercial Supervisor	The salary breakup mentioned here does not include the components like leave with wages, gratuity, MLWF, etc. We would like to mention that these wage components are mandatory as part of Minimum Wages Act. Hence, we request you to incorporate the same in the salary breakup in order to abide by the labour laws and also bring parity amongst the bidders, as some bidders may not consider such components as the department has not stipulated the same in the salary break up and this in turn will lead to disparity amongst the bids and also will lead to non-compliance of the labour laws.	Tender Condition prevails

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50	10		Appendix - 5	If there are more than one works in a particular FY, then can we add more rows accordingly?	Yes Clause amended. Please Refer Corrigendum 3, Sr. No.28
51	29		Appendix - 16	What needs to be submitted here? Kindly clarify.	This is applicable at the time of Onboarding the Manpower by agency for Medical
52	47		Appendix C – Invoice submission Documents	We feel that this appendix is applicable to the service provider and not the bidder. Kindly clarify.	Tender Condition prevails
	48		Annexure C2		
53	49		Annexure C3		
	13	2.27	Earnest money for this work will be 5% of estimated cost put to bid i.e. Rs. 1,57,28,381/-EMD can be paid by	In most of the Govt Tenders the EMD is reduced to 2% hence we request you to reduce it to 2% We suggest you to accept in BG form	Tender Condition prevails

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			<p>using below mentioned Mode of Payment:</p> <ul style="list-style-type: none"> • Online payment gateway <p>Bidders should ensure that the payment of the EMD is made at- least 5 working days prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission. Bidders need to upload scanned copy of EMD paid receipt during bid preparation.</p>	we also request you to accept the EMD one day prior to submission date	
54	20	3.1	<p>Definition of Similar Work: Works involving provision of trained, computer literate manpower for ticketing services of Metro Railways/ Railways/ Roadways/ Mono Railways/ Airports or Works involving provision of skilled, trained, data entry operator, computer Operator</p>	Trained, data entry operator, computer operator manpower. These all categories fall under the skilled category. Keeping specific categories will restricted the bidders and will not be healthy competition for bidding. We request you to allow provision of skilled manpower.	Clause amended. Please Refer Corrigendum 3, Sr. No.12

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			manpower in Government Departments/ Public Sector Units.		

For any additional information & help for uploading & downloading the e-Tender, please contact Maha e-tendering service desk at the following address: support-eproc@nic.in or call on 0120-4001002/005.

In case of any query/ clarifications, Bidding Entities are requested to contact Shri Prashant Visoriya, Manager (Commercial) at email: mgco@mmmocl.co.in.

Date: December, 11th 2024

Place: Mumbai

Sd/-
Managing Director, MMOCL