

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.mmmocl.co.in	
e-tender Title:	Provision of the Services of Customer Care Officer and Commercial Supervisor at Station of Metro Lines 2A and 7 and Upcoming Metro Lines
e-tender ID:	2024_MMRDA_1114234_1
e-tender ref no:	MMMOCL-OP/COM-02-2024
Reply to Pre-bid queries	

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1	1	Finance Cover	Financial Document 1 to 4 in PDF File		
2	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	Kindly clarify which document need to upload in the Portal.	Clause amended. Please Refer Corrigendum 3, Sr. No.5

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			option. Any ambiguity in the submission of Appendix-8 (Schedule-1 & Schedule-2) will be considered bid as invalid.		
3	6 of 55	Period	One Year + One Year extendable based on the Performance	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
4	8 of 55	1.1	Provision of the Services of Customer Care 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
5	11 of 55	2.1. c.	Estimated Cost (Rupees): Rs.37,74,28,174/- (Incl. GST) for 2 years.		Clause amended. Please Refer Corrigendum 3, Sr. No.2

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6	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://mmmocl.co.in/project-brief.html
7	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.		
8	12 of 55	2.15	The lowest tenderer will have to submit the rate analysis of items, if required.	Kindly don't allow the negative bidding	Tender Condition prevails

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9	13 of 55	2.18	Additional Performance Security shall be applicable as mentioned in this RFP		
10	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 the justification on low quote as to how the administrative expenses will be borne by agency to the satisfaction of MMOCL		
11	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.		

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12	13 of 55	2.27	Earnest money for this work will be 5% of estimated cost put to bid i.e., Rs. 1,88,71,409/-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
13	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.
14	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 ask Bank Guarantee on yearly renewable Basis.	Tender Condition prevails
15	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		

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			additional BG(s) so as to ensure availability of Bank Guarantee @ 5% of contract value (Two-year contract value) with MMOCL at all times.		
16	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
17	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 the leave reserve cost is included in estimated or not	Yes, it has been included in Estimated cost

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18	32 of 55	5.22	Contractor shall appoint adequate number of Customer Care Officer (CCO) 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.		
19	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 confirm the sum assured for the insurance to be covered.	Clause amended. Please Refer Corrigendum 3, Sr. No.8
20	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/	These all clauses are contradictory with each other, please kindly clarify in details	Clause amended. Please Refer Corrigendum 3, Sr. No.9

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			Rules are not available, Central Act/ Rules will be applicable		
21	47 of 55	7.10	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
22	48 of 55	7.20	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		Clause amended. Please Refer Corrigendum 3, Sr. No.24

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			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. Agency shall be responsible for compliance of all applicable laws, Local/State/ Central Governments' Laws, Rules etc., and shall take all necessary steps for obtaining registrations, licenses, renewal thereof: maintaining proper records/ registers and also submitting necessary returns to the authorities concerned. In the event of noncompliance or contravention of any laws due to failure or negligence on Agency part, agency shall remain fully liable, responsible and shall also keep the Authority fully indemnified against any risk, consequences, and/or cost arising thereof.			

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23	51 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 Customer Care 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 unless written approval from the authority. Bidders to quote the financial bid considering the below calculations		Tender Condition prevails Clause amended. Please Refer Corrigendum 3, Sr. No.26&27
24	52 of 55	Table 2&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
25	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

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26	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 Government Departments/ Public Sector Units.	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, Uniformed Staff / data entry operator, computer Operator manpower in Government Departments/ Public Sector Units.	Clause amended. Please Refer Corrigendum 3, Sr. No.12
27	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	For the works/ services to be considered for qualification of work experience, documentary proof such as satisfactory work Experience / Project	Clause amended. Please Refer Corrigendum 3, Sr. No.13

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			commencement for such works/ services should be uploaded.	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.	
28	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)
29	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. The copies of such	Kindly request your good office to accept the certificates issued by Metro Organization	Tender Condition prevails

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			experience certificates shall be uploaded by the bidder.		
30	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. 11,32,28,452/-). 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
31	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 copies of these certificates duly attested by the Authorized Signatory of	Kindly clarify about applicability of this Clause in Technical Qualification Requirement.	Clause amended. Please Refer Corrigendum 3, Sr. No.17

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			the organization which had availed the services shall be uploaded.		
32	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

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33	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 Customer Care Officer (CCO) and commercial Supervisor. The contractor shall train adequate number of Customer Care Officer (CCO) and commercial Supervisor so as to ensure smooth running of Station Operations as per Operation requirement.	Kindly clarify about the training cost	Currently Rs 400 Per day inclusive of GST for CCO & Supervisor. However, it may change based on the training provided
4	32 of 55	5.24.5	Refresher Course shall be planned as per MMOCL training module and Customer Care Officer (CCO) 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
35	32 of 55	5.24.6	The period of training of Customer Care Officer (CCO) for 5 working days and commercial Supervisor Is for 7 working days shall be consisting of orientation/induction	Kindly clarify about the reimbursement of this Training Period Wages	Tender Condition prevails

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			training, institutional training, Job specific training as well as practical training till competency which shall be of duration of about 10 to 30 days. However, this period can be more or less as per MMOCL approved training module. A salary for training period shall be paid to Customer Care Officer (CCO) 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 Customer Care Officer (CCO) and Commercial Supervisor during training period.	from the Department or Not.	
36	33 of 55	5.24.6. c.	Training cost includes Training charges, Hostel/Accommodation charges, Travel charges from Mumbai to Training Institute and back, Meal charges or any other charges paid by MMOCL.		Currently Rs 400 Per day inclusive of GST for CCO & Supervisor. However, it may change based on the

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					training provided – (Correct clause Number is 5.24.8.c)
37	33 of 55	5.25. a.	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.	Kindly 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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38	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 Customer Care Officer (CCO) 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 Customer Care Officer (CCO) and Commercial Supervisor	Kindly clarify about no. of station with currently operational & staff count on page no.15 of 55 is require at the time of commencement of project.	Tender Condition prevail

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39	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, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/ license so that there is no infringement of Intellectual Property Rights	Since this manpower services tender, kindly clarify about the surcharges in details and is it applicable.	Tender Condition prevail
40	37 of 55	5.44	The contractor shall depute the required CCO and Commercial Supervisor within one	Kindly clarify the contract period	Clause amended. Please Refer Corrigendum 3, Sr. No.19

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			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.		
41	43 of 55	6.4.12	<ul style="list-style-type: none"> • Leave Encashment and Carry Forward: o 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, please kindly clarify in details	Clause amended. Please Refer Corrigendum 3, Sr. No.20
42	48 of 55	7.19	Agency shall be liable for payment of Minimum Wages, Bonus, PF, P.T., GST,		Tender Condition prevail

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			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-adherence of contract terms will result in termination of contract forfeiting SD/BG and all due payments.		
43	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.	Request you to kindly delete this clause	Clause amended. Please Refer Corrigendum 3, Sr. No.25

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44	20 of 55	Chapter III Pre-Qualification Requirement 3. & 3.1	<p>3.1 The experienced Bidder should have successfully completed similar Works/Services during last Five-year ending 30th September 2024 as follows:</p> <p>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 Rs.30,19,42,539 /-.</p> <p>OR</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.18,87,14,087/-.</p> <p>OR</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.15,09,71,270/-.</p> <p>Or</p> <p>Definition of Similar Work: Works involving provision of trained, computer literate</p>	<p>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</p> <p>and as per Appendix - 5 Technical qualification of Work you have consider 3 Financial years' experience this both clause are contradictory so we are requesting your good office to kindly consider Five Financial Year Instead of 3 Financial Year in Appendix - 5.</p>	Appendix amended. Please Refer Corrigendum 3, Sr. No.28

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			<p>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/services executed by them as per Appendix-4</p>		
45	2 of 51	Chapter IX Appendices	Appendix - 5 Technical Qualification of work		
46				EMD to be accepted in the form of BG & to reduce it by minimum 3 % & Axis Bank PBG may be accepted.	Tender Condition prevail

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47	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
48	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
49	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
50	21	3.6		Refer to page no.21-point no. 3.6 solvency certificate request to accept latest certificate	Tender Condition prevail

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				issued by bank for any other client.	
51	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
52	52			Refer page no.52 customer care officer employer Esic component not covered.	Agency to provide insurance to the CCO staff as per Sr. No. 21 of Corrigendum 3
53	54 & 55			Refer page no 54 & 55 huge penalties request to reduce the same	Tender Condition prevail
54				In salary Structure kindly incorporate the 4 National Holidays 1.28% & 21 Paid Leaves6.73% as in your tender these are	Tender Condition prevail

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				mentioned but not there in salary structure	
55				EMD is 5% instead we request to kindly do 1% as it's there in all other tenders	Tender Condition prevail
56				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	Tender Condition prevail

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				on"Admin + Service charges" basis and the billing can be done as per actuals on deployments as the structure is specified	
57	11 of 55	2.3.3	Earnest Money Deposit @ 5% of Estimate (in Rs.): Rs. 1,88,71,409/-	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.37,74,28,174/-. Requesting to reduce the same to 2% of the estimate cost i.e. Rs.75,48,564/-	Tender Condition prevail
58	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	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.37,74,28,174/-. In	Clause amended. Please Refer Corrigendum 3, Sr. No.16

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			costing not less than an amount equal to 80% of the estimated annual cost of Rs.30,19,42,539/-	the Tender clause 3.1.1 it is mentioned that 80% of the estimated annual cost of Rs. 30,19,45,539/- which is wrong. Total estimate of Rs. 37,74,28,174/- is for 2 years and annual cost (1 year) is Rs. 18,87,14,087/- - and 80% of Rs. 18,87,14,807/--should be Rs.15,09,71,270/- and not Rs.30,19,42,539/-. As such requesting you to correct this amount to Rs. 15,09,71,270/- and issue Corrigendum. It may be also mentioned here that MMRCL (Line 3) recently published a tender for Provision of Ticket	

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				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 MMMRCL for your ready reference	
59	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	For the works/services to be considered for qualification of work experience, documentary	Clause amended. Please Refer Corrigendum 3, Sr. No.15

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			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 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	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/ LOA/Contract Copy, Bill of quantities, Bill-wise detail of payment received certified by CA, TDS certificates, CA Certificate mentioning Contract	

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				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.	
60	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	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
				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	
61	11 of 55	2.3.3	Earnest Money Deposit @ 5% of Estimate (in Rs.): Rs. 1,88,71,409/-	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.37,74,28,174/-. Requesting to reduce the same to 2% of the	Tender Condition prevails

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
				estimate cost i.e. Rs.75,48,564/-	
62	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.30,19,42,539/-	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.37,74,28,174/-. In the Tender clause 3.1.1 it is mentioned that 80% of the estimated annual cost of Rs. 30,19,45,539/- which is wrong. Total estimate of Rs. 37,74,28,174/- is for 2 years and annual cost (1 year) is Rs. 18,87,14,087/- - and 80% of Rs. 18,87,14,807/--should be Rs.15,09,71,270/- and not	Clause amended. Please Refer Corrigendum 3, Sr. No.16

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
				Rs.30,19,42,539/-. As such requesting you to correct this amount to Rs. 15,09,71,270/- 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.	

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
				annual (1 year) value. Attaching herewith concerned clause of Tender of MMRCL for your ready reference	
63	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 the payments received, copy of final / last bill by the client should be uploaded. The offers	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	Clause amended. Please Refer Corrigendum 3, Sr. No.15

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
			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	client then documentary proof such as copy of Work Order/ 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.	

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
64	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	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
				Wages will be reimbursed to the Bidder by MMOCL	
65	13	13	<p>Earnest money for this work will be 5% of estimated cost put to bid i.e. Rs. 1,88,71,409/- EMD can be paid by using below mentioned Mode of Payment:</p> <ul style="list-style-type: none"> • Online payment gateway 	Kindly accept EMD in the form of Bank Guarantee (BG). As per RBI mandate, the bank details of the Department are essential and mandatory for procuring the BG. Hence, requesting the Department to provide the bank details also.	Tender Condition prevails
66	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 submitted on the e-tender portal. Only the submission made through the e-tender portal will be considered for evaluation.	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

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
67	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.	Tender Condition prevails
68	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	Tender Condition prevails

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
				submitted, the bills for the next month can be kept hold.	
69	18	Xii	Equal remuneration act	This act is not clear, kindly provide the details of equal pay as per the same.	Tender Condition prevails
70	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	Clause amended. Please Refer Corrigendum 3, Sr. No.12

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
				entry operators, doctors, EMTs, nurses, technicians, attendants, engineers, and many such different categories. Hence, allowing such experience will enable able Companies like us to bid for the tender thereby enabling competition.	
71	20	3.3	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	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	Clause amended. Please Refer Corrigendum 3, Sr. No. 31

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's /Revised Clause	response
				blacklisted/ debarred party. Therefore, we request the department to kindly amend this clause as: '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 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		

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
				the date of opening of the RFP.	
72	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 the date of its procurement. Requesting the department to kindly accept and allow the same.	Tender Condition prevails
73	47	7.10	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	In case of any enhancement in labour rates as mentioned in Minimum wages, Govt. of Maharashtra related to	Clause amended. Please Refer Corrigendum 3, Sr. No.22

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
			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	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	
74	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	Tender Condition prevails
75	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		

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
			deductions like EPF, ESIC/ Insurance, PT, etc. before end of month	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.	
76	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.		
77	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	Tender Condition prevails

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
				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.	
78	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
79	29	Appendix - 16		What needs to be submitted here? Kindly clarify.	This is applicable at the time of Onboarding the

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
					Manpower by agency for Medical
80	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
81	48	Annexure C2			
82	49	Annexure C3			
83			The experienced Bidder should have successfully completed similar Works/Services during last Five-year ending 30 the September 2024 as follows: 3.1.1 At least one similar completed work/ service costing not less than an amount equal	With over two decades of experience in the Call Centre/BPO and IT/ITES industry, our organization has built a proven track record of delivering exceptional customer	Clause amended. Please Refer Corrigendum 3, Sr. No.16

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
			<p>to 80% of the estimated annual cost of Rs.30,19,42,539 /-.</p> <p>OR</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.18,87,14,087/-.</p> <p>OR</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.15,09,71,270/-.</p>	<p>support and helpdesk services. We have successfully partnered with government entities, PSUs, and esteemed organizations, demonstrating our expertise in managing diverse projects with efficiency and professionalism.</p> <p>Our extensive experience also includes providing highly skilled manpower to support various initiatives, ensuring seamless operations and superior service delivery. Given the scope of this project, which emphasizes helpdesk and customer support, we</p>	

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				kindly request that our comprehensive experience in these areas be considered, as it aligns perfectly with the requirements.	
84			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.	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. Please amend this clause as:	Clause amended. Please Refer Corrigendum 3, Sr. No.12

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's /Revised Clause response
				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.	
85			General	Kindly provide clarity on the below mentioned: 1) Number of Shifts per day 2) Work days and timings	Please Refer Corrigendum 3, 1)- Sr. No. 6 2)- All 7 days in week in various Shifts named as (Morning /Afternoon/Night) or as per requirement of MMOCL

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's response /Revised Clause
86			Form of EMD Submission	Considering the high value EMD amount of 1,88,71,409. Online submission of EMD of such huge amount is not possible. Kindly consider BG form for EMD submission.	Tender Condition prevails
87			General	Kindly clarify what will be the operating hours for the deployed manpower and on how many stations the manpower will be deployed.	Manpower will be deployed 24*7 at Station in various shifts
88			General	Please mention how many manpower will be deployed in each station including the relievers.	As per Operational requirement of MMOCL
89			General	Kindly clarify if there are any additional work needs to be done apart from the mentioned responsibilities	Tender Condition prevails

SN	PAGE NO.	CLAUSE NO	DESCRIPTION/ EXISTING CLAUSE	CHANGES REQUIRE / CLARIFICATION REQUIRE BY THE BIDDER	MMMOCL's /Revised Clause response
				of the Customer Care Office and Commercial Supervisor	
90			General	Kindly clarify if there are any additional expenses associated with the deploying and providing of Manpower.	Tender Condition prevails
91			General	Kindly clarify the evaluation method that will be used to select the service provider.	Tender Condition prevails

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