

MAHA MUMBAI METRO OPERATION CORPORATION LIMITED

(A Government of Maharashtra PSU)

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 Assistant Station Controller cum Emergency Train Operators at Mumbai Metro Stations of Line 2A, 7, 2B, 9 and Upcoming Metro lines
e-tender ID:	2025_MMRDA_1164777_1
e-tender ref no:	MMMOCL_OP_SO_2025_01_ASC

Corrigendum 1

S No.	Page No	Reference Clause/Appendix No	EXISTING TENDER CLAUSES	MODIFIED TENDER CLAUSES
1	25	Clause No. 1.10 (a)	<p>The contractor shall provide minimum medical insurance coverage of Rs 4 Lakhs to the employee including self, spouse, and 2 children (for non-ESIC eligible employees) and the cost of the insurance shall be borne by the contractor. This insurance amount shall not be deducted from salary of employees and must be fully borne by the agency. The agency required to submit all relevant documents to MMMOCL related to the insurance, including proof of premium payments, insurance card and full details of insurance policy.</p> <p>The successful bidder shall provide an additional insurance top-up above Rs 4 lakhs up to Rs 10 lakhs will be borne by the employee, as per their individual requirements. However, the insurance cost of Rs 4 Lakhs shall not be deducted from the employee's salary and must be fully borne by the agency. Health Card provided by Insurance companies shall be provided to employees and copy of it shall be submitted to MMMOCL.</p>	<p>The contractor shall provide minimum medical insurance coverage of Rs 4 Lakhs to the employee including self, spouse, and 2 children (for non-ESIC eligible employees) and the cost of the insurance shall be borne by the contractor. This insurance amount shall not be deducted from salary of employees and must be fully borne by the agency. The agency required to submit all relevant documents to MMMOCL related to the insurance, including proof of premium payments, insurance card and full details of insurance policy. Health Card provided by Insurance companies shall be provided in the name of employees and copy of it shall be submitted to MMMOCL.</p>

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Reply to Pre-bid Queries

1) Memco Associates (India) Pvt. Ltd.					
S No.	Chapter No	Reference Clause & Page No (As per Tender Document)	Clause Description (As per Tender Document)	Pre-Bid Queries	MMMOCL's Response
1	III	Clause 10 / Page No 9	VALIDITY OF TENDER One Hundred Eighty (180) days from the last date of submission of tender. During this period no Bidder shall be allowed to withdraw the Tender. The award of Tender shall be decided and Letter of Acceptance will be issued by the MMOCL within validity of the offer received. In exceptional cases, MMOCL will request the Bidder(s) to extend the validity.	In exceptional cases, MMOCL will request the Bidder(s) to extend the validity. Please specify Maximum period of extend validity	Tender Condition Prevails
2	III	Clause 13.5(iii) / Page No 11	Manpower is defined as number of persons required in shift including Leave Reserve, Rest Giver, etc.	Please confirm, rest givers & Leave reserves are Extra or included in tender quantity (BOQ).	Not included
3	V	Clause 3.3 / Page No 19	On failure of the Agency to submit the Performance Bank Guarantee within the due date, penal interest will be charged as decided by MMOCL from time to time until the amount of Performance Bank Guarantee is furnished by the Agency (both days inclusive).	Request MMOCL to specify the penal interest percentage	Tender Condition Prevails
4	V	Clause 5.1 / Page No 20	If the Agency neglects or fails to do anything which they have agreed to do under the terms and conditions of this contract, the Officer in Charge (OIC) may serve a notice to the Agency asking it to do good the things agreed upon as aforesaid, and on their further neglect or failure to do so, the MMOCL shall have rights to fine the Agency at its discretion or terminate the contract.	Penalties have already been defined in Clause No. 3 any fine without any limit will not enable us to calculate the risk and it will be difficult to quote when fine is not quantified	Tender Condition Prevails

S No.	Chapter No	Reference Clause & Page No (As per Tender Document)	Clause Description (As per Tender Document)	Pre-Bid Queries	MMMOCL's Response
5	V	Clause 12 (b) / Page No 23	If the agreement is terminated pursuant of GCC Clause 11.1. (a), (b), (c), (d), (e), (f), (g), (h), (i), (j) and (k), the Agency shall not be entitled to receive any agreed payments upon termination of the contract. Upon termination, MMOCL may also impose liquidated damages. The Agency will be required to pay any such liquidated damages to MMOCL within 30 days of termination date.	Any liquidated damages without any limit will not enable us to calculate the risk and it will be difficult to quote when fine is not quantified	Tender Condition Prevails
6	VI	Clause 1.10 (a) / Page No 25	CHAPTER-VI : 1. GUIDELINES FOR SUCCESSFUL BIDDER 1.10 a) The contractor shall provide minimum medical insurance coverage of Rs 4 Lakhs to the employee including self, spouse, and 2 children (for non-ESIC eligible employees) and the cost of the insurance shall be borne by the contractor. This insurance amount shall not be deducted from salary of employees and must be fully borne by the agency. The agency required to submit all relevant documents to MMOCL related to the insurance, including proof of premium payments, insurance card and full details of insurance policy. The successful bidder shall provide an additional insurance top-up above Rs 4 lakhs up to Rs 10 lakhs will be borne by the employee, as per their individual requirements. However, the insurance cost of Rs 4 Lakhs shall not be deducted from the employee's salary and must be fully borne by the agency. Health Card provided by Insurance companies shall be provided to employees and copy of it shall be submitted to MMOCL.	Medical Insurance can be provided to all staffs in the same amount of 4 lakhs as per tender. We can't differentiate i.e. 4 Lakhs and 10 Lakhs. Request you to amend this clause, since it will be difficult.	Please refer Corrigendum-1
7	VI	Clause 4.3 / Page No 27	Candidates with Train Operator experience in Metro shall undergo job specific training for Station Controller as per MMOCL approved training module for experienced staff. Fresher candidates shall undergo induction training and job specific training for SC and TO as per MMOCL approved training module.	Please confirm the training duration for Experienced Candidates and Fresher candidates.	For Experienced candidates- 40 working days For Fresher candidates - 132 working days (ASC + TO training + Induction training)
8	VII	Clause 2.3 / Page No 31	After execution of the Agreement, the Contract will commence on a date as fixed by the MMOCL in the Contract Agreement or communicated by MMOCL separately after signing of Agreement. This date shall be within six months from the date of signing of agreement. The date of commencement of contract shall be advised at least one month in advance to the Agency. The period of contract shall be counted from the date of commencement of contract as advised by the MMOCL. The requirement of contractor staff shall be advised from time to time depending upon the requirement at least one month in advance to the agency.	i) Can you please specify the time period for signing the agreement, which is missing in tender. ii) Commencement date will be fixed by MMOCL within Six Months from the date of signing of agreement. Can you please advice requirement for six months period for commencement of contract.	i) Time period will be informed to successful bidder ii) Question Not clear

S No.	Chapter No	Reference Clause & Page No (As per Tender Document)	Clause Description (As per Tender Document)	Pre-Bid Queries	MMMOCL's Response
9	VII	Clause 3.1 (17) / Page No 32	Penalty Clause: Offence: In case of repeated/ serious non- compliance by Operation Supervisor and ASC cum ETO in safety matters. Applicable Penalty: Terminated from service by the contractor based on the advice of MMOCL and training cost shall be borne by contractor	If MMOCL ask to terminate / remove candidate from duty, we request MMOCL not to claim training cost from the contractor.	Tender Condition Prevails
10	VIII	Clause 2.1(2) / Page No 35	Requirement of Man-days may be change by MMOCL as per operational requirement.	Please confirm on minimum man days to be achieved as per requirement mentioned in the tender	Tender Condition Prevails
11	VIII	Clause 3.3 / Page No 37	CHAPTER-VIII 3. GUIDELINES FOR WAGES & MONTHLY EMOLUMENT Salary as per the labour rates mentioned under State Schedule of Rate (SSR) of PWD, issued by Government of Maharashtra, considering the rate mentioned as Junior Engineer for ASC cum ETO and Senior Engineer for Operation Supervisor, other components as defined shall be considered. Sample copy of Salary Structure (including working days, week-off, approved leave excl. absenteeism)	PF Ceiling kept on Rs.15000/-. We request you to give decision to contractor on deduction of PF, since contractor can follow their company rules.	Tender Condition Prevails
12	VIII	Clause 3.3 (b) / Page No 38	Additionally, encashment of Balance Leave Salary amount shall be done annually by the contractor	Request you amend the caluse as per labour law, since requirement of leaves will be unexpected for staff	Tender Condition Prevails
13	VIII	Clause 5.3 / Page No 40	The agency may be asked to provide additional trained and uniformed personnel within 30 days' notice.	As per this clause, Trained and uniformed personel to be provided within 30 days of notice. Please note candidates can be provided within 30 days, but training to be given by MMOCL thereafter. Request you to look into this clause, which is non compliance to the tender requirement.	Tender Condition Prevails

2) CAREER ZONE RECRUITING LLP					
S No.	Chapter No	Reference Clause & Page No (As per Tender Document)	Clause Description (As per Tender Document)	Pre-Bid Queries	MMMOCL's Response
1	III	Clause 4.2 / Page No 5	Definition of Similar Work: Experience of supplying qualified and skilled technical manpower and associated services for carrying out Metro Rail Station/Train Operation and/or both or Metro Train maintenance (Rolling stock, Signaling) or Metro train testing & commissioning or technical work done of any Metro rail associated to State Government/ PSUs/ Companies.	We kindly request clarification on whether a bidder is required to have experience in all of the areas listed under this definition, or if experience in any one of these areas would suffice.	Tender Condition Prevails
2	III	Clause 4.1.1 / Page No 5 & Clause 4.2.2/ Page No 6	The experienced Bidder should have successfully completed similar works/services during last five years ending 28th February 2025 as following: 4.1.1 At least one similar completed work/service costing not less than an amount equal to 80% of the estimated cost of the tender Or 4.1.2 At least two similar completed works/services each costing not less than an amount equal to 50% of the estimated cost of the tender Or 4.1.3 At least three similar completed works/services each costing not less than an amount equal to 40% of the estimated cost of the tender 4.2.2 For ongoing works/ services, the work completed for which payment has been received till 28th February 2025 shall be treated as part of evaluation with documentary proof such as satisfactory work completion certificates from client indicating nature/scope of work, actual completion cost and date of commencement for such works/services should be submit & 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, copy of final/ last bill paid by the client should be uploaded, CA Certificate mentioning contract period and entire invoicing amount in contract period (FY wise) should be submit & uploaded.	We seek clarification on whether an ongoing project – where work has been completed and payments received up to 28th Feb 2025 – can be considered as fulfilling the 80% of estimated cost criterion.	Tender Condition Prevails
3	III	Clause 6.3 / Page No 7	The lowest Bidder will have to submit the rate analysis of items.	Could you please clarify what is meant by 'items' in this context and which cost components need to be included in the rate analysis	Bifurcation of the rate quoted with all necessary components taken under consideration for the rate quoted

S No.	Chapter No	Reference Clause & Page No (As per Tender Document)	Clause Description (As per Tender Document)	Pre-Bid Queries	MMMOCL's Response
4	III	Clause 8.1 / Page No 8	The Performance Security required shall be for 5% of the total awarded contract value. The Performance Security shall be furnished to the Employer within 30 (Thirty) days of issue of the notification of award i.e., Letter of Acceptance. The required Performance Security for the sum mentioned above shall be submitted in the form of Bank Guarantee.	Please confirm the acceptable format, timeline, and validity period required for the performance security.	Please refer clause 8.1 Chapter-III
5	III	Clause 12.4 / Page No 10	The successful Bidder shall have to work in co-ordination and cooperation with any other contracting agencies appointed by the MMOCL to work simultaneously in the same or adjoining area. The decision of the MMOCL in case of any dispute between the different agencies appointed by the MMOCL shall be final and binding.	Are there specific protocols for coordination? Will MMOCL facilitate resolution of issues between contractors working in adjacent or same areas	Tender Condition Prevails
6	III	Clause 12.7 / Page No 10	The agency whose tender is accepted will be required to produce a valid and current license issued in his favour under the provision of the Contract Labour (Regulations and Abolition) Act 1970 and in case of failure to do so, the acceptance of the tender would be liable to be withdrawn and earnest money forfeited.	Is the license under the Contract Labour Act required at the time of bid submission or after award but before the commencement of work	Before commencement of work
7	III	Clause 12.8 / Page No 10	Agency shall take out necessary Insurance Policy/Policies so as to provide adequate insurance cover for execution of the awarded contract work from the 'Directorate of Insurance, Maharashtra State, Mumbai- 400 051 only. Insurance Policy/ Policies taken out from any other insurance company will not be accepted. However, if the agency desires to effect insurance with the local office of any insurance company, the same should be under the co-insurance-cum-servicing arrangements (with G.I.F.'s share at 60% and insurance Company's share at 40%) approved by the Directorate of Insurance. If the policy taken out by the agency is not on co-insurance basis the same will not be accepted and the amount of premium calculated by the Directorate of Insurance will be recovered directly from the amount payable to the agency for the executed contract work. Insurance should be for entire contract period from the starting date of contract. Please refer Guidelines mentioned DOI, Govt of Maharashtra.	Would an insurance policy from a nationalized or IRDA-approved company be accepted if it follows the 60%-40% co-insurance arrangement approved by the Directorate of Insurance	Tender Condition Prevails