

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>REPLY TO BIDDERS QUERIES AGAINST TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH &amp; WARD SERVICES AT MNGL, PUNE</b>  <b>Bid No.: MNGL/C&amp;P/2017-18/138</b>
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Date: 04.04.2018

**Replies to Queries of the Bidders**

**SUB: Replies to queries of the bidders for Tender for rate contract for the period of 2 years for providing Watch & Ward services at MNGL, Pune**

REF: Bid Document No. MNGL/C&P/2017-18/138 dated 17.03.2018.

Dear Sir,

Following are the replies to queries of the bidders. Kindly note the same.

Sl. No.	Bidder's Query / Clarification	MNGL' Reply
1	<p>Clause No. 13 (Page No. 18), 4 (Page No. 42), 14 (Page No. 44), 21 (Page No. 45), 26(b)&amp;(c) (Page No. 46), 1 (Page No. 57), 4 (Page No. 58) &amp; 54 (Page No. 64) Bid Price</p> <p>(a) The category of workers is laid down as "Security Supervisor", if they are required to supervise any workers under them, then they should be given supervisory allowance. If they are not required to supervise any worker and perform only Watch and Ward duties then their designation should be changed to "Security Guard". Please clarify.</p> <p>(b) In the wage structure under clause 1 on page 57, HRA has been given @ 5% of the minimum wage (Basic + VDA). In this connection a copy of the Notification S.O 191 (E)/□□.आ186 (अ.) pertaining to the schedule of "Watch and Ward" is enclosed herewith. Explanation (b) about the HRA stipulates that the HRA should be paid as laid down by the Ministry of Finance from time to time. As this explanation is given under the ibid Notification, it is applicable to the workers employed under this schedule. In this connection a copy of Govt of India Ministry of Finance Office Memorandum No. 2/5/2017-E.II(B) dated 07 Jul 2017 is enclosed herewith. As per this Office Memorandum, Pune is classified as City "X" for which HRA @ 24% of the minimum wages or Rs. 5,400/- whichever is higher is required to be paid. This factor needs to be amended accordingly.</p> <p>(c) If above legal requirement is agreed to, ESI will not be applicable to the workers as their wages will be more than Rs. 21,000/-. In that case they will be covered under the Employees Compensation Insurance Policy, the premium of which will be re-imbursed by the Principal Employer.</p> <p>(d) <b><u>Reliever Charges on Leave and Paid Holidays.</u></b> Only leave/holidays compensation has been given in the</p>	<p>a) There no legal provision in any labour law for supervisory allowance so it will not considered.</p> <p>b) it is specifically mentioned in the Ref. Notification that, such HRA is applicable to the central government employee only. Note that, MNGL is a private company and hence tender terms and condition will prevail.</p> <p>c) As per ESIC act it will be applicable.</p> <p>d) Tender terms &amp; condition will prevail. 16.67% is reliever charges for weekly off.</p>



	<p>reliever charges for this purpose. But, OT charges for payment to the workers to perform additional duties on absence of the guards due to leave/holidays are not included. Such charges are calculated as follows - (Basic + VDA/26*32/12*2) + ESI @ 4.75%, which works out to be Rs. 3648.10. The same needs to be loaded under reliever charges for leave and holidays. It is pertinent to mention here that the charges @ 16.67% pertain only to the weekly off reliever. Kindly clarify.</p> <p>(e) <b>Administrative Charges.</b> Vide clause 4 on page 58 Administrative Charges on the Basic + VDA are only payable. As this contract is not under the Maharashtra Private Security Guard (Regulation of Employment and Welfare) Act, 1981, it's rule is not applicable. Hence, Administrative Charges (Service Charges) on cost per person should be charged. Please clarify.</p>	<p>e) Tender terms &amp; condition will prevail.</p>
<p>2</p>	<p>Cl. No. 16 (Page No. 44), 36 (Page No. 50), 55 (Page No. 53), 10 (Page No. 59) &amp; 19 (Page No. 60) Making good all damages/losses : On occurrence of theft/breakages/pilferage of the MNGL property, an FIR should be lodged by the representative of the MNGL for which assistance will be provided by the contractor's workers. Thereafter, in order to meet out the Natural justice, a joint enquiry by the nominated representatives of the MNGL and Contractor should be conducted to apportion the blame and ascertain the cost of damages/loss. If it is opined by the joint enquiry that the loss/damage/pilferage took place due to negligence of the contractor's workers, then the cost of losses/damages may be recovered from the contractor. Simultaneously follow up of the police enquiry will be taken and losses recovered by the civil police, compensation, if any, will be recovered from the contractor. Any action to recover such cost should only be taken after finalisation of the investigation of the case by the police authority. Clause needs to be amended accordingly.</p>	<p>FIR has to be lodged by Contractor, MNGL will help in this regard.</p>
<p>3</p>	<p>Cl. No. 26(e) (Page No. 46) Labour License The labour licence can only be obtained after the award of the contract and issue of Form II by the Principal Employer (MNGL). Hence, it may not be feasible to obtain the labour licence before starting the work. Clause needs to be amended accordingly.</p>	<p>Necessary time will be given for obtaining labour license.</p>
<p>4</p>	<p>Cl. No. 26(h) &amp; (j) (Page No. 47), 42 (Page No. 51) Compliance of Labour Laws Certain obligations as provided in various labour laws are also required to be complied with by the Principal Employer, as relevant to him e.g, changes in remunerations/contributions given in the labour laws or</p>	<p>Tender terms and condition will prevail.</p>



	any new enactments promulgated pertaining to security services (Watch and Ward). Hence, all relevant labour laws (existing, amendments and new enactments) will be applicable to both the parties (PE & Contractor). To that extent these clauses needs to be modified.	
5	<p>Cl. No. 35 (Page No. 49) &amp; 35(ii)&amp;(iii) (Page No. 50) Insurance</p> <p>(a) Please intimate provision under which Employer's Liability Insurance is required to be taken.</p> <p>(b) Please also intimate which are the other Insurances required to be taken by the contractor.</p>	It's a general clause for manpower insurance and ESIC is mandatory to the contractor at MNG.
6	<p>Cl. No. 53 &amp; 54 (Page No. 53) Closure of Contract</p> <p>Both the parties (MGNL &amp; Contractor) have the right to close/terminate the contract by giving reasons and 30 days notice. The contractor may decide to close the contract if the PE is unwilling to abide by any labour law or unduly delays the monthly payment of contractor's invoices. Such clause needs to be incorporated in the tender documents.</p>	Tender terms and condition will prevail.
7	<p>Cl. No. 24 (Page No. 61) Police Verification</p> <p>Police verification of workers to be deployed at your sites can only be applied for after award of the contract. Hence, it may not be possible to submit the police verification report before the deployment of workers.</p>	Necessary time will be given for obtaining police verification report i.e. max 2 months.
8	<p>Cl. No. 48 (Page No. 63) Adhoc Provision of Security Workers</p> <p>Duties for adhoc requirements such as event/function/programme organised by the MNG can only be performed by the existing manpower in addition to their normal duties. Hence, such duties will be charged at the OT Rate. It is not financially possible to maintain relievers for such adhoc duties.</p>	<p>Tender terms and condition will prevail. It is the scope and management of the contractor for providing uninterrupted service at MNG.</p> <p>Such manpower we required on occasional basis like once or twice in a year. So he has to manage manpower from his other contract sites.</p>
9	<p>Cl. No. 42 (Page No. 62) Age of the Workers</p> <p>Age has been laid down upto 65 years vide section 10 of the Private Security Agencies (Regulation) Act, 2005. Copy of extract enclosed. This clause needs to be amended.</p>	The age specified under the Private Security Agencies (Regulation) Act, 2005 is the upper age limit. Further, any relaxation in age shall be subject to the approval of MNG. It depends on supervisor physical & mental fitness.
10	<p>Cl. No. 49 (Page No. 63) Payment of Gratuity</p> <p>Only the death gratuity is applicable to the contract as per the payment of Gratuity Act. In the event of unfortunate demise of the workers during the period of the contract, this gratuity will be paid by the contractor as per provision</p>	For Death Gratuity contractor should be considered as risk & cost of the contract and accordingly contractor should offer us service charge. In case any such situation happened then

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	given in the said Act, which will be re-imbursed by the PE. Please clarify.	contractor has to pay gratuity to the nominee of the contract employee.
11	Cl. No. 59(i) (Page No. 65) Documents required with monthly bill Labour licence is required to be submitted with monthly bill. As a copy of the Labour Licence will be submitted to you on it's receipt from the Labour Department, there is no need to submit the same along with each monthly bills. Please clarify.	We have a defined process of bill clearance and accordingly we are checking labour laws compliance every month. Along with the first bill you have to submit labour license and further any renewal of the same if any.
12	<b>Extension of the due date of submission of bid.</b>	<b>Due date of submission of bid is extended upto 11.04.2018, 15:00 hours.</b>

Please submit the signed & stamped copy of Replies to Queries of the Bidders along with tender document with your techno-commercial offer as a token of acceptance.

All the others terms and conditions of the bid documents are unchanged.

With regards.

Ganesh Said  
Sr. Manager (C&P)