

## **RIHANMUMBAI MUNICIPAL CORPORATION**

Central Purchase Department  
566, N.M.Joshi Marg, Byculla (w), Mumbai-400 011.

### **Subject :- Minutes of pre-bid meeting held on 13.05.2025 at 3:00 p.m.**

Pre-bid meeting was held on 13.05.2025 at 3:00 p.m. under the chairmanship of D.M.C. (CPD) at conference hall at 1<sup>st</sup> floor, CPD Office, regarding e-tender for “Supply of Supplementary Nutrition – Energy bars for BMC School Students of Education Department.”

Following officers of BMC were present:

- 1) DMC (C.P.D.)
- 2) Education Officer
- 3) Dy. Ch. Eng.(M&E) C.P.D.
- 4) Dy. Education Officer (C.P.D)
- 5) Dy. Education Officer
- 6) Account Officer (C.P.D.)
- 7) Sub Engineer (CPD)
- 8) Senior A. & A. A.

The following prospective bidders were present during meeting,

- |   |                               |  |
|---|-------------------------------|--|
| i) M/s. Yogabar Sproutlife Foods Pvt.Ltd.   | ii) M/s. Mukesh Trading Co.   | iii) M/s. Go-IC Speciality Foods Pvt.Ltd.    |
| iv) M/s. ITC Ltd.                           | v) M/s. Condor Foods Pvt.Ltd. | vi) M/s. Harshil Enterprises                 |
| vii) M/s. Gunina Commercials Pvt.Ltd.       | viii) M/s. B.S.Enterprises    | ix) M/s. N.Shyam Kumar Millet Foods Pvt.Ltd. |
| x) M/s. Indo Allied Proteins Foods Pvt.Ltd. | xi) M/s. Shiva Enterprises    | xii) M/s.Kendriya Bhandar                    |
| xiii) M/s.Star Enterprises                  | xiv) M/s.Nidus Exim Pvt.Ltd.  | xv) M/s.Edunation Saffroh Pvt.Ltd.           |
| xvi) M/s.NCCF Federation of India Ltd.      |                               |  |

During the said pre-bid meeting, queries / suggestions received and raised by prospective bidders were discussed in the pre-bid meeting and satisfactorily replied. The decisions taken are as follows,

Sr. No.	Tender Clause	Existing Tender Condition	Bidder's Suggestion/Queries	MCGM's Decision
1.	Section 9. Description and Technical Specifications of Supplementary Nutrition-Energy bars	Description- Energy bars of 50 Gms for Std. Pre-Primary to Std.10 <sup>th</sup>	<ul style="list-style-type: none"> <li>i) Product Format: Given that these energy bars are intended for students from pre-primary to Standard 10th, would it be permissible to provide '25g x 2 units' instead of '50g x 1 unit'? This alternative format would still meet the nutritional value criteria calculated per 100g. /</li> <li>ii) To ensure a fair and transparent bidding process, it would be beneficial for MCGM to specify the desirable dimensions and form of the nutrition bar. Clearly defining these parameters will allow bidders to provide more accurate pricing, including costs for packaging materials.</li> <li>iii) It would be appreciated, if MCGM can specify the desirable dimension / form of the nutrition bar. This will enable the bidders to quote prices including the packaging material prices. MCGM defining the specifications for the Nutrition bar would lead to a fair price comparison.</li> <li>iv) Suggest BMC to give specifications including ingredients, size (L x W x H) of the nutri bars, the packaging materials sizes, specifications so that nutri bars can be manufactured to the required specifications</li> </ul>	Modified condition will be published in subsequent corrigendum.
2.	Section 9. Description and Technical Specifications of Supplementary Nutrition-Energy	Description- Energy bars of 50 Gms for Std. Pre-Primary to Std.10 <sup>th</sup>	<ul style="list-style-type: none"> <li>i) We request BMC to consider revising the specified weight of the energy bars to 20 grams, as the product is intended solely for supplementary nutrition.</li> <li>ii) To ensure effective supplementation and minimize unnecessary wastage, the ideal</li> </ul>	Modified condition will be published in subsequent corrigendum.

	bars		<p>weight of the ENERGY BAR should be fixed at 20 grams per bar. This standardization will help maintain the intended nutritional benefits while preventing excess consumption of nutrients that may arise due to larger bar sizes. A well-regulated portion ensures balanced intake and contributes to efficient distribution, making the supplementation process more effective.</p> <p>iii) The nutrition value of energy and carbohydrates is not mentioned.</p>	
3.	Section 9. Description and Technical Specifications of Supplementary Nutrition	Flavours- Vanilla, Chocolate, Caramel	<p>Flavour Options: As per Section 9, Table 1, since the energy bars are to be supplied for all five - six days, would it be acceptable to introduce two additional flavours? This would provide students with more variety and enhance their overall experience.</p>	Modified condition will be published in subsequent corrigendum.
4.	Section 9. Description and Technical Specifications of Supplementary Nutrition	Flavours- Vanilla, Chocolate, Caramel	<p>Caramel Flavour Compliance: The caramel flavour is derived from a sugar source. Kindly confirm whether this aligns with the 'no-added sugar' guideline mentioned in Section 9, Table 1 or if any modifications are required.</p>	Modified condition will be published in subsequent corrigendum.
5.	Section 9. Description and Technical Specifications of Supplementary Nutrition		<ol style="list-style-type: none"> <li>1. The micronutrient values do not align with GOI norms stated in CNNS reports or RDA guidelines issued by ICMR/NIN.</li> <li>2. Nutritional requirements vary by gender and age group, but the tender specifies a uniform value.</li> <li>3. The highest standard in the supplement industry — Dope-Free (Drug-Free) Certification — is not mentioned.</li> <li>4. The tender lacks a requirement for FSSAI licensing under the FSDU (Food for Special Dietary Use) category, which is essential.</li> <li>5. The FSSAI license should specifically fall under Section 13.5 Suitable for such nutritional</li> </ol>	Modified condition will be published in subsequent corrigendum.

			<p>products.</p> <p>6. The specifications appear to have been internally developed within BMC. For health-related products intended for children, the specs must be reviewed and vetted by an independent, competent third party.</p>	
6.	Section 9. Description and Technical Specifications of Supplementary Nutrition	Flavours- Vanilla, Chocolate, Caramel	<p>i) We request BMC to kindly share the detailed list of ingredients for the nutrient bar to ensure uniformity and standardization across all prospective bidders</p> <p>ii) To ensure fairness and transparency in the bidding process, it is important to specify the desired ingredients clearly. This will enable bidders to provide quotes that are directly comparable, preventing discrepancies in product composition and ensuring an equitable evaluation.</p> <p>iii) In the interest of fairness and transparency, we respectfully request BMC to publish the exact ingredients of the product to be supplied under the RFP, enabling all bidders to compete on a level playing field.</p> <p>iv) The desired ingredients may please be specified, so that the quotes from different bidder exactly comparable and bidding will be just and fair.</p>	Modified condition will be published in subsequent corrigendum.
7.	Section 7:General Conditions Of Contract 12. Delivery	<p>The Tenderer should give free delivery to the respective each school within Jurisdictions of BMC after placing the purchase orders along with school-wise details of requirements of 'Supplementary nutrition-Energy bars' which would form an integral part of the order placed.</p> <ul style="list-style-type: none"> <li>The total delivery period shall be of 30 days.</li> </ul>	<p>Clarify if Total Quantity (3.95 Cr) is to be supplied in 30 days as mentioned in Clause or should the delivery be spread out over the year. Clarify if the Contract Period of One Year will conclude with the completion of ongoing academic year or will it spill over in the succeeding academic year as well. It is also request that number of times that delivery must be undertaken by the bidder to each school may please be quantified so as to enable estimation of overall logistics cost to be incurred.</p>	During the contract period, Administrative Officer (Schools) of Education Department from different ward offices of BMC will place Purchase Orders in phase wise manner i.e. monthly or bimonthly. The delivery period of same will be 30 days.

8.	Section 7:General Conditions Of Contract 13. Packaging Of Material	Bidder/ Manufacturer should follow The Food Safety and Standards (Packaging) Regulations, 2018 and latest amendments for packaging and labelling.	BMC is requested to furnish following information: 1. Specifications of packaging material; 2. Information to be printed on package	Modified condition will be published in subsequent corrigendum.
9.	Section 7:General Conditions Of Contract 14. Testing Of Samples From Supplied Lot	2) Samples shall be drawn randomly from every lot/batch stacked in the go-down 15 days before, which will be delivered in the school for daily distribution, jointly by representative of user Dept. and the representative of supplier for testing through the Central Govt. laboratory/ State Govt. laboratory /Govt. approved laboratory having NABL accreditation /Brihanmumbai Municipal Corporation Laboratory. Supplier has to submit manufacturer's testing report batch wise (Energy bars and its packaging material) to BMC. This process will be repeated every month.	BMC is requested to quantify the number of samples to be tested from each lot/batch as Bidder will have to replace them at his own cost and expense.	Modified condition will be published in subsequent corrigendum.
10.	Section 7:General Conditions Of Contract	14. Testing of samples from Supplied lot :  12) The quantity of Samples drawn from the supplied lot for testing is to be replaced free of cost by the supplier.	It is not clear as to what will be the number, volume of the energy bars that will be used for sample testing. What will be the frequency of such sample testing - once a month or more? How much is the quantity that will have to be replenished by the Contractor against the one consumed in sample testing may please be specified.	Modified condition will be published in subsequent corrigendum.
11.	Section 7:General Conditions Of Contract 15.Third Party Inspection	Tata Institute of Social Science will be facilitated for arrangement of random testing of the items by Education department as and when required.	i) We understand that cost of TPI by TISS shall be borne by BMC. Please Confirm. ii) The requirement for testing should be open to any NABL-accredited laboratory or one authorized by FSSAI / FDA to conduct relevant tests. Restricting it to a specific institution is not justified and reduces vendor flexibility.	Modified condition will be published in subsequent corrigendum.

12.	Section 6 : General Instructions And Conditions To The Tenderers	<p>E. Manufacturer must fulfill the following conditions :-</p> <p>i) The manufacturer/Processor shall have a Fully Automatic Composite Manufacturing facility i.e. processing from the Raw material up to Packaging finished stage in a single premises.</p>	<p>i) FSSAI, the licensing authority, grants licenses after factory inspections, validating the manufacturing processes and hygiene. This clause appears to be restrictive and may favour specific vendors. We suggest revising the condition to require only a valid FSSAI license, thereby ensuring fairness and wider competition.</p> <p>ii) Since many companies have Fully Automatic process, but don't have license, please take undertaking by Bidder for Fully Automated Process Verification and same will be verified during site visit.</p> <p>iii) Kindly allow some of the activities would not be automatic but would be by using personnel. Hence please remove the license of Automatic process criteria.</p>	Modified condition will be published in subsequent corrigendum.
13.	Section 7: General Conditions Of Contract	<p>Fall Clause:-</p> <p>The Tenderer/contractor undertakes that it has not quoted similar products in the past six months in the Maharashtra or any other State of India for quantity variation up to - 50% or +10%, at a price lower than that offered in the present Tender in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar products was supplied by the Tenderer/ contractor to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Tenderer / contractor to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the Contractor from BMC.</p>	<p>i) As the product required under this RFP is customized, it is not feasible for the bidder to offer the same or similar products to other clients. Therefore, we request that the Fall Clause be omitted from the tender conditions.</p> <p>ii) Since the energy bar requirement is being introduced for the first time, the intent of this clause is unclear. Kindly provide an explanation to clarify its purpose</p> <p>iii) When the energy bar requirement is coming us for the first time, the purpose of this clause is not clear. Request to explain the purpose of this clause.</p>	Tender condition prevails.

14.	Section 6 : General Instructions And Conditions To The Tenderers 1. Eligibility Criteria	F. ii) If the bidder is authorized distributors/dealers of Manufacturer, he shall also have valid "Food Safety and Standards Authority of India" (FSSAI) License / Registration.	Request BMC to accept the FSSAI License / Registration of manufacturer only and exempt the Bidder in case of authorized distributors/dealers.	Modified condition will be published in subsequent corrigendum.
15.	Section 6 : General Instructions And Conditions To The Tenderers 25. The Three Covers system I) Fee/ Prequal/ Technical Bid Cover Contains following sub covers:-	b) 2.Past performance/ experience certificate. (Annexure – 5 and or 5 a) Past Performance or Experience Certificate should be in the name of Bidder.	i) Authorized dealer should be able to furnish the past performance/experience of itself or its Manufacturer. Further, in case if Manufacturer is issuing authorization to any Entity as per RFP, then such Manufacturer must not be allowed to participate as Bidder. Single Manufacturer may be allowed to authorize maximum 03 (three) Bidders. ii) Please add "Manufacturer Experience" also as word as this will be help as some distributor has experience in logistics and warehouse but don't have an experience of Manufacturing, and since this project has equal responsibility of distribution and manufacturing, we propose to take experience of Manufacturer also, as bidder with good distribution experience will be unable to qualify on the basis of experience.	Modified condition will be published in subsequent corrigendum.
16.	Section 6 : General Instructions And Conditions To The Tenderers	37.Quantity The Corporation agrees to purchase the articles valued at not less than 25 percent of the total amount of the contracts.	It is requested that purchase of 100% of Contract Value be assured to the Bidder as any deviation shall result in risk and additional cost for BMC.  Request more clarification.	Tender condition prevails.
17.	Section 7: General Conditions Of Contract	3. Contract Deposit / Performance Security:- The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA).	We request that quantum of Performance Security to be furnished by Bidder be modified to 3% of total contract cost.	Tender condition prevails.
18.	Section 7: General Conditions Of Contract	11. Purchase Order: - Purchase Orders will be placed by A.O. (Schools)/ Education Department as and when required.	We request BMC to kindly consider that Purchase Orders be only issued by Education Department.	Tender condition prevails.

19.	Section 7: General Conditions Of Contract	<p>16. Penalty:- If the contractor fails to comply with the order within the delivery, installation and commissioning period stipulated, the municipal Commissioner/ D.M.C.(C.P.D) / Purchasing Officer shall exercise his discretionary power either :- To recover from contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding half percent of the price of the equipment/ material which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment / material may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the materials undelivered.</p>	It is requested that the overall Penalty under the contract to be capped to performance security value i.e. 5% instead of 10%	Tender condition prevails.
20.	Section 7: General Conditions Of Contract 16.Penalty:-	<p>Quality Monitoring of Energy bars - Committee comprising of Pediatricians, Dieticians and Education department will monitor Quality of Energy bars. Committee or any of members will check Energy bars quality and if some lapses are there, fine will be imposed. If there is no improvement, his performance guarantee to the extent of 5% contract value can be seized.</p>	It is understood that joint assessment of the quality of energy bars shall be jointly assessed by Bidder and the Committee mentioned in the Clause	Tender condition prevails.
21.	Section 7: General Conditions Of Contract 16.Penalty:-	<p>Quality Monitoring of Energy bars - Committee comprising of Pediatricians, Dieticians and Education department will monitor Quality of Energy bars. Committee or any of members will check Energy bars quality and if some lapses are there, fine will be imposed. If there is no improvement, his performance guarantee to the extent of 5% contract value can be seized.</p>	We understand that the responsibility of storing the product pursuant to delivery shall be of the concerned school and Bidder not bears any liability towards the same thereafter. Kindly confirm.	Tender condition prevails.
22.	Section 7: General Conditions Of	<p>30.Payment condition:- Payment will be made within 30 days from</p>	It is requested that payment be made within 15 days from the date of receipt of satisfactory In	Tender condition prevails.



	Contract	the date of receipt of satisfactory In-house verification report, submission of the bills thereof and submission of all documents for execution of contract.	house verification report, submission of the bills thereof and submission of all documents for execution of contract so as to not have an impact on the working capital limits of the bidder.	
23.	Section 6 : General Instructions And Conditions To The Tenderers 1. Eligibility Criteria	F. i) To have smooth delivery of 'Supplementary nutritional food' in municipal schools for alternate day consumption, the bidder must have adequate storage facility within Mumbai Metropolitan Region (MMR), along with valid Storage License under Section 394 of the B.M.C. Act or any other relevant act from the concerned authority in the name of Manufacturer or their authorized dealer/distributor.	Supplementary nutritional food in municipal schools for alternate day consumption, the bidder must have adequate storage facility within Mumbai Metropolitan Region (MMR), along with valid Storage License under Section 394 of the B.M.C. Act or as per FSSAI or any other relevant act from the concerned authority in the name of Manufacturer or their authorized Dealer and distributor.	Modified condition will be published in subsequent corrigendum.
24.	Section 7: General Conditions Of Contract	3. Contract Deposit / Performance Security:- The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA).	i) PBG to be 2% of Tender Value as Bank Guarantee, to be returned after 3 months from the date of contract completion as its consumption based product any performance based concern if arises it will be effective only till 72 hrs after consumption. Hence we propose to keep 2% PBG and 3% retention from running bill and retention amount will be released after 3 months of submission of running bill. ii) PBG to be 2% of Tender Value as Bank Guarantee, to be returned after 3 months from the date of contract completion. iii) Proposed 3% from running bills as retention amount. This shall be returned after 3 months from the date of running bill.	Tender condition prevails.
25.	Section 7: General Conditions Of Contract	26. Payment condition:- Payment will be made within 30 days from the date of receipt of satisfactory In-house verification report, submission of the bills thereof and submission of all documents for execution of contract.	Propose payment within 15 days. To ensure clarity on payment procedures related to the NOC from the Vigilance Department, it is essential to define the amount withheld and the timeline for its release. We propose that the withheld payment should not exceed 3% of the	Tender condition prevails.

			total bill amount and that it should be released within 30 days from the date of withholding by the Vigilance Department.	
27.		Pricing	Need clarification on GST, HSN CODE as the rate of GST is not defined, and might become confusion during the Price bid stage.	<p>The bidder must quote applicable GST considering the ingredients / composition of Energy Bar.</p> <p>The CPD will simultaneously consult GST consultant of BMC for the same and final evaluation of rates quoted by bidders would be considered based on GST consultants remarks.</p>
28.	Section 6 : General Instructions And Conditions To The Tenderers 1. Eligibility Criteria	B) Turnover:- The minimum average annual turnover of the bidder during last three financial years (i.e.2021-22, 2022-23, 2023-24) shall be minimum Rs.59.27 Crs.	The turnover of only the bidder will be considered or the manufacturer or authorized Dealer any will be considered.	Modified condition will be published in subsequent corrigendum.
29.	Section 6 : General Instructions And Conditions To The Tenderers	25. The Three Covers system	Regarding the rejection of the Bid, Please give sufficient time for any shortfall of the document as per the general practice of GCC of MCGM.	Please refer, clause 25. The Three Covers system, iv) is self explanatory.
30.	Section 6 : General Instructions And Conditions To The Tenderers	25. The Three Covers system; b) Technical Cover/ Technical Bid (Packet B) 3. Pre Tested Sample Report	Can be submitted by the Manufacturer or the authorized Dealer, both will be considered or not.	The tenderer shall submit the pre-tested report. However, the test report shall be in the name of manufacturer.
31.	Section 7: General Conditions Of Contract	14. Testing of samples from Supplied lot : 7) Manufacturer's report of energy bars and its packaging material will be compared with Test report of Central Govt. laboratory/ State Govt. laboratory / Govt. approved laboratory/ Brihanmumbai Municipal Corporation Laboratory, where the sample is sent for testing by BMC.	Government approved Labs having NABL accreditation is missing.	Modified condition will be published in subsequent corrigendum.

		8) Test report of the Central Govt. laboratory/ State Govt. laboratory / Govt. approved laboratory/Municipal Laboratory, where the sample is sent for testing by BMC will be considered as final and no correspondence will be entertained in this regard.		
33.	Section 6 : General Instructions And Conditions To The Tenderers	25. The Three Covers system C. Finance Cover / Commercial Bid (Packet C)	The tender estimated cost is inclusive of the GST or excluding of the GST, please clarify.	The tender estimated cost is inclusive of the GST of 18%. However, the bidder must quote applicable GST considering the ingredients/ composition of Energy Bar.
34.	Section 6 : General Instructions And Conditions To The Tenderers	7. Payment of E.M.D.(Earnest money deposit):-	EMD may be taken in the form of Bank Guarantee.	Tender condition prevails.
35.	Section 6 : General Instructions And Conditions To The Tenderers	20. Firm prices	Considering economic fluctuations, including ingredient costs and fuel expenses, price variations should be accommodated. A 10% rise is allowable, with further adjustments subject to review if prices increase beyond this limit.	Tender condition prevails.
36.	Section 6 : General Instructions And Conditions To The Tenderers	25. The Three Covers system	We request an extension of at least two weeks to the current bid submission deadline, starting from the date of issuance of clarifications, to enable bidders to prepare a comprehensive and well-considered proposal for evaluation.	The sufficient time to submit the bids as per prevailing practice would be given, post uploading of prebid minutes of meeting.
37.	Section 6 : General Instructions And Conditions To The Tenderers	26. Taxes and Duties	The following may please be added "Any taxes, duties, levies introduced by the concerned authorities post the Award of the Contract shall be reimbursed/ paid by the BMC.	Please refer, clause 26. Taxes and Duties :- is self explanatory.
38.	Section 7: General Conditions Of Contract	4. Refund of Contract Deposit: Contract deposit will be refunded without interest 6 months after satisfactory completion of contract period and after contractor duly performs and completes the contract in all respects.	Period may please be taken as 3 months as explained above.	Tender condition prevails.

39.	Section 7: General Conditions Of Contract	6. Quality : All articles supplied by the Contractor/s in accordance with this contract shall be new and of the best quality of their respective kinds, n accordance with the Municipal Samples or specifications, if any and of the exact size, kind and description required and shall be subject to the approval of the party or parties, signs the same and in case of their not being approved shall be liable to be rejected.		
40.	Section 7: General Conditions Of Contract	11.Purchase Order: - Purchase Orders will be placed by A.O. (Schools)/Education Department as and when required.	What is the need for a separate Purchase Order if the LoA gives the quantities to be supplied within the Contract Period? 2. What would happen if the PO's are issued to the Contractor after the specified delivery period from the date of LoA ? 3. Would this subject the Contractor to penalty for no fault of his? 4. In absence of the details of the schools addresses, number of students in the school and PO from AO, Education Department how can the Contractor start with the manufacturing activity? What would be the quantity that he can start manufacturing? All these answers, inputs only will enable the Contractor to start the activities so that supply takes place within the specified time line.	Please refer subsequent clause i.e. Section 7 - 12. Delivery for clarifications.
41.	Section 7: General Conditions Of Contract	12.Delivery The Tenderer should give free delivery to the respective each school within Jurisdictions of BMC after placing the purchase orders along with school-wise details of requirements of 'Supplementary nutrition-Energy bars' which would form an integral part of the order placed.	The data of number of schools, their addresses, number of student in the schools, the contact details of the Head Master and of the person accepting deliveries, alternative persons when the designated personnel are not on duty would be required beforehand for planning the logistics for deliveries within the specified delivery period of 30 days. This data is also of significance when the prices for deliveries from the Ware House are	The requisite details will be provided by Education Department to the successful bidder.

			to be included in the per nutribar prices called for in the tender.	
42.	Section 7: General Conditions Of Contract	No payment should be made to the contractor unless the samples from the supplied lot are found as per BMC specifications and requirements.	In order to eliminate supply and/or consumption of defective nutrition bar it is proposed that 1) Each lot manufactured at the manufacturer's end shall be subjected to sampling as per MCGM, manufacturer's quality assurance procedure, FSSAI whichever is applicable 2) Such drawn samples shall be submitted to the NABL approved test labs for testing. 3) only upon receiving satisfactory test/ inspection report from NABL approved lab with copies to Education Department, Bidder, appointed nodal officer of MCGM, the cleared lots will be delivered to warehouses Time lines for drawing of samples, testing of samples, receipt of inspection reports from concerned labs, may please be specified, so as to have no missed deliveries.	Modified condition will be published in subsequent corrigendum.
43.	Section 7: General Conditions Of Contract	15. Third Party Inspection : Tata Institute of Social Science will be facilitated for arrangement of random testing of the items by Education department as and when required.	The scope of the third party inspector may please be defined with more details.	Modified condition will be published in subsequent corrigendum.
44.	Section 7: General Conditions Of Contract	16. Penalty 3. If the Supplier fails to supply energy bars on a particular day(s) or fails to replace the defective supply of energy bars in time, a penalty of Rs 4 per student on that particular day shall be deducted from the bills of the concerned school. In addition to this, the Head of School may make alternative arrangement for supply of Energy bars on that day at the cost and risk of the Supplier. Page 30, Clause 16	If the energy bars are tailor made to BMC's requirements. Specifications, why not to ensure that there are no defective bars entering the Ware House from the manufacturer's end? All systems can be devised accordingly. Also, if the storage arrangement at schools is not safe from rodents, other pests, how can the Contractor be held responsible for the damages to the correctly supplied energy bars?	Tender condition prevails.
45.	Section 7: General Conditions Of Contract	14. Testing of samples from Supplied lot : 12) The quantity of Samples drawn from the	It is not clear as to what will be the number, volume of the energy bars that will be used for sample testing. What will be the frequency of	Modified condition will be published in subsequent corrigendum.

		supplied lot for testing is to be replaced free of cost by the supplier.	such sample testing - once a month or more? How much is the quantity that will have to be replenished by the Contractor against the one consumed in sample testing may please be specified.	
46.	Section 7: General Conditions Of Contract	<p><u>21. Risk &amp; Cost Purchase :-</u></p> <p>In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the materials within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Municipal Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s.</p>	If the energy bars manufactured are ensured to be compliant with the specifications of BMC, there would be no possibility of risk and cost purchase as these bars would never be readily available in the market.	The tender condition prevails.
47.	Section 7: General Conditions Of Contract	<p>22. Articles can be brought from elsewhere</p> <p>The Corporation shall be under no obligation to purchase from the contractors all or any of the articles specified in the said schedule or otherwise, but only such articles and those in such quantities, as may from time to time be indented for on the contractors by the purchasing Officer. The Commissioner has the option of purchasing any of the articles from the market or other Contractors or elsewhere.</p>	It is proposed that the system for supply should be so devised as to leave no scope whatsoever of any defective energy bar leaving the manufacturer's premises.	The tender condition prevails.
48.	Section 7: General Conditions Of Contract	<p>34. Corporation's lien over all moneys due to the Contractor or his deposit:-</p> <p>The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Contractor under these present and or also on and over the deposit or security, amount or amounts made under this contract and which may become repayable to the Contractor made the</p>	The purpose is not clear as BMC can always check the tax payment records of the bidders prior to its accepting the bid. Any bidder found to be in default of BMC tax payments can be debarred/prevented from bidding or suitable undertaking for tax payments can be taken from such bidder.	The tender condition prevails.

		conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Contractor either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Contractor and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Contractor either alone or jointly with another and others under the provision of the Mumbai Municipal Corporation Act, or any other Statutory enactment or enactment in force in modification or substitution thereof.		
--	--	--	--	--

**Sd/-  
S.E.(CPD)**

**Sd/-  
A.E. 03 (CPD)**

**Sd/-  
E.E. (M & E) CPD**

**Sd/-  
Dy.E.O (Sec)**

**Sd/-  
Dy.E.O (CPD)**

**Sd/-  
Dy.Ch.Eng.(M & E) CPD**

**Sd/-  
Education Officer (Pri.)**

**Sd/-  
D.M.C.(C.P.D.)**