



**Bihar Medical Services & Infrastructure Corporation
Limited**

**4th floor State Building Construction Corporation
Limited. Hospital Road, Shastri Nagar, Patna
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CORRIGENDUM-III

Short Tender for rate contract and supply of Sanitary Napkins for different healthcare facilities of State of Bihar for the year 2019-21

Notice Inviting Tender Ref No.: - BMSIC/ SANITARY NAPKINS/19-01

Dated:24-02-2020

(Only through E- Tender on website: -www.eproc.bihar.gov.in)

Bihar Medical Services and Infrastructure Corporation Limited (BMSICL) invites E-Bids from the interested parties for "**Short Tender for rate contract and supply of Sanitary Napkins for different healthcare facilities of State of Bihar**", vide Notice Inviting Tender No.-BMSIC/SANITARY NAPKINS/19-01. Detailed tender document containing eligibility criteria, selection mechanism, other terms and conditions are available on the website www.eproc.bihar.gov.in.

All the suggestions /queries received from the prospective bidders during and after Pre-Bid meeting and the technical aspects were reviewed by the Technical Specification Committee (TSC) in its meeting dated 15-01-2020. The Minutes of the TSC meeting is attached here with along with this Corrigendum-III. The floated bid document is amended hereby in accordance with the attached minutes of the TSC meeting.

Minutes of the Technical Specification Committee Meeting for finalization of Technical Specification of Sanitary Napkins floated vide tender no.- BMSIC/SANITARY NAPKINS/19-01 (Tender for rate contract & supply of Sanitary Napkins for different healthcare facilities of state of Bihar for the year 2019-21).

Date: 15th January 2020

Venue: BMSICL Conference Hall.

The Technical Specification Committee Meeting for finalization of the specification of **Sanitary Napkins floated vide tender no.- BMSIC/SANITARY NAPKINS/19-01** was held on 15th January 2020 under the Chairmanship of Dr. Ashok Kumar, Director in Chief, Department of Health, GoB. The other committee members present in the meeting were:

1. Sh. Khalid Arshad, AO, State Health Society, Bihar.
2. Sh. Rajani Kant, CGM (Supply Chain), BMSICL.
3. Sh. Sunil Kumar Singh, GM (Procurement), BMSICL.
4. Dr. Sunita Kumari, For HOD (Obstetrics & Gynecology department), PMCH.
5. Dr. Parmeshwar Pramod, SPO, RKSK, State Health Society, Bihar.
6. Dr. Biswaprakash Pradhan, DGM (Drugs), BMSICL.
7. Sh. Pranay Kumar, Team Leader, ARC, State Health Society, Bihar.
8. Ms Anju Lata, Deputy Program Manager (ASHA), State Health Society.
9. Sh. Ravi Kiran Rakesh, Manager (Drugs), BMSICL.
10. Sh. Nitin Kumar, Assistant Manager (Drugs), BMSICL.

During pre-bid meeting held on 15-01-2020, various suggestion from prospective Bidders are received. All the received suggestion and technical aspects are examined

thoroughly. After due deliberations on all the aspects, it was unanimously decided to recommend to make certain amendments and clarifications as given in Annexure-A (Clarification/ Amendment), Annexure-B {Revised **Tendered product list** (Annexure I of the floated bid document)}, Annexure-C {Revised **Technical Specification of Sanitary Napkins** (Annexure VII of the floated bid document)} and Annexure-D {Revised **Performance Statement Format** (Annexure IX of the floated bid document)}.

The meeting was thus concluded with a vote of thanks.

Sd/-

(Nitin Kumar)

Assistant Manager (Drugs),
BMSICL, Patna.

Sd/-

(Ravi Kiran Rakesh)

Manager (Drugs), BMSICL, Patna.

Sd/-

(Anju Lata)

Deputy Program Manager
(ASHA), State Health Society.

Sd/-

(Pranay Kumar)

Team Leader, ARC,
State Health Society.

Sd/-

(Dr. Biswaprakash Pradhan)

DGM (Drugs), BMSICL.

Sd/-

(Dr. Parmeshwar Pramod)

SPO, RKSK,
State Health Society.

Sd/-

(Dr. Sunita Kumari)

For HOD (Obstetrics &
Gynecology department), PMCH.

Sd/-

(Sunil Kumar Singh)

GM (Procurement), BMSICL.

Sd/-

(Rajani Kant)

CGM (Supply Chain), BMSICL.

Sd/-

(Khalid Arshad)

AO, State Health Society.

Sd/-

(Dr. Ashok Kumar)

Director in Chief, Health Dept.
Govt. of Bihar.

ANNEXURE- A

BMSIC/SANITARY NAPKINS/19-01, Clarification in the light of queries/suggestions received from various firms during and after Pre-Bid Meeting held on 15.01.2020

S.N.	Name of the Firm	Bidders Queries	Present Clause	Clarification/Amendment
1	M/s Johnson & Johnson Pvt. Ltd.	We at Johnson and Johnson's are one of the world largest FMCG/HEALTHCARE companies are willing to participate in the tenders floated by you. We are manufacturers of one of the leading sanitary napkin brands in the country 'StayFree' As per the current tender conditions you have requested for turnover eligibility of 5 crores which is extremely low, even compared to the qty being tendered. The value of the quantity itself in higher than the turnover eligibility. We would like to kindly request you to increase the turnover to 50 crores annually to ensure participation of bidders who can supply the goods timely without any compromise on quality. The turnover of the company should be atleast 3-4 times the tender value.	Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 5 (Five)Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.	Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 15 (Fifteen) Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.
2	M/s Vaishali Hygiene Products	1. Bid Condition 3 (f) It is mentioned that Manufacturer must have 3 years experience in supplying to any Central Government/ any Central Government agency/ any State Government or any of the state government agency/ PSU- Manufacturer must have 3 years experience in supplying 50% of the requirement (i.e. 50% of 1,20,00,000 unit packs i.e. 60.00 lakh unit pack) the sanitary napkin in last three financial years (i.e	Clause 3 (f) • Manufacturer must have 3 years' experience in supplying the sanitary napkin to any Central Government / any Central Government agency/any state government or any of the state government agency / PSU.	No Change

		2016-17, 2017-18 and 2018-19).		
		2. Bid Condition 3 (L) Annual average Turnover not less than 5 crores for any three of the last four consecutive financial years- According to purchase value annual average turnover should be 15 crores per year.	Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 5 (Five)Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.	Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 15 (Fifteen) Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.
		3. Terms & Conditions No. 20 (L) It is mentioned that the bidder shall replace unspent/ unused/ expired stock by fresh stock with shelf life as per the Clause 20 (f) without any extra cost unconditionally- We are liable to replace stock with fresh stock only in regard to the quality, like other states.	Clause 20(I) In the event of Sanitary Napkin not being utilized within their shelf life period, the firm shall replace unspent/unused/expired stock by fresh stock with shelf life as per the Clause 20(f) without any extra cost unconditionally.	No Change

	<p>4. Delivery Schedule - Looking at the volume of tender, any supplier needs minimum 90 days for the delivery of material as most of the raw materials are being imported from USA. Hence you are requested to grant 90 days for the delivery of material without imposing any LD.</p>	<p>Clause 21 Point 2 Schedule of purchase order and Supply of Sanitary Napkin : The schedule of supply of Sanitary Napkin will be as follows. 1) 50 % of the supply has to be made within 45 days from the date of issuance purchase order. 2) 100 % of the supply has to be made within 60 days from the date of issuance purchase order. 3) After 60 days, penalty will be @ 0.5% of value of unexecuted supply order per day subject to a maximum of 10% penalty (20 days) i.e., the firm has to complete the Unexecuted Supply within 80 days with applicable late delivery charge. 4) On the 80th day from the date of issue of PO at 1700 Hrs. the PO stands cancelled. NOTE- The supply conditions may be increased or decreased keeping in mind to favour General patients of state may be decided by the Managing Director, BMSICL from time to time.</p>	No Change
	<p>5. Annexure- VII (Technical Specification) Perforated poly film- Non-Woven top sheet should be granted as the same finish and feel and suitable to hot and humid conditions of Bihar.</p>	<p>Annexure- VII (Technical Specification) B. Description 1. Covering- The covering of the absorbent filter shall be made of good quality perforated polyurethane film sleeve which has sufficient porosity to permit the assembled napkin to meet the absorbency requirements. This shall be made of a product that is non-allergenic and bio-compatible. The sanitary</p>	Please refer Annexure C

		napkins shall have a non-absorbent barrier on one side which shall have an identifying mark indicating clearly the side of the barrier.	
	<p>6. Payment Terms No. 25 (B) - Payments process to be initiated after successful completion of supply of 40% of the awarded supply.</p>	<p>Clause 25 (b) Payments for supply will be considered only after supply of at least 75% of the quantity ordered is completed, PROVIDED reports of Standard Quality of the batch tested at a NABL Accredited Testing Laboratory/Central Medical device testing laboratory along with the In house quality control Laboratory of the manufacturer is furnished along with the invoice in respect of each batch supplied. Where it is observed that for any batch of the supplies the report as above is not furnished, payment of the entire consignment would be withheld pending verifications and the entire consignment would be liable to be rejected.</p>	No Change
	<p>7. Testing Charges No. 24 (D) - 2% charges for testing and handling is too expensive for SSI unit like us. This is generally 1% in other states.</p>	<p>Clause 24 (d) A flat 2% of total bill amount shall be deducted from the bills of the supplies of Sanitary Napkin, towards testing & handling charges of Sanitary Napkin from the supplier.</p>	No Change

		<p>8. The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016. Disposal pouch should be mandatory as per specifications in each packet (6 Nos.) with straight napkin.</p>	<p>Clause 3 (f) • The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p>	No Change
		<p>9. Eligibility Criteria Valid pollution control clearance certificate in accordance with water [Prevention and control of pollution] Act, 1974 & Air [Prevention and control of pollution] Act, 1981 and Hazardous wastes (Management, Handling & Trans Boundary Movement) Rules 2008 (Self Attested copy of certificate to be enclosed)- There's no such certificate being issued to sanitary napkin production plants as no pollution are being associated with sanitary napkin production.</p>	<p>Clause 3 (f) • Valid Pollution Control Clearance Certificate in accordance with Water [Prevention and control of Pollution] Act, 1974 & Air [Prevention and control of Pollution] Act, 1981 and Hazardous Wastes (Management, Handling & Trans Boundary Movement) Rules 2008 (Self Attested Copy of Certificate to be enclosed).</p>	<p>The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p>
		<p>10. Delivery Location - Looking at the volume of tender, any supplier needs locations for the delivery of material. Hence you are requested to provide detailed delivery location for the delivery of material which would easier to quote the rate.</p>	<p>Clause 2 (C) Rates as per Financial Bid Sheet should be quoted for each Sanitary Napkin “on door delivery basis” in the format given in price bid. Conditional bid shall not be accepted. The delivery point shall be the different warehouses of BMSICL across the state of Bihar.</p>	No Change
3	M/s Jackson Care Product	<p>1. Minimum Eligibility Criteria Point No. 3 (f) bullet 5. Where in it has been demanded valid pollution clearance certificate. We are to submit that the product Sanitary Napkin does not fall under the category of drugs and is totally away from water, air</p>	<p>Clause 3 (f)• Valid Pollution Control Clearance Certificate in accordance with Water [Prevention and control of Pollution] Act, 1974 & Air [Prevention and control of Pollution] Act, 1981 and Hazardous Wastes (Management,</p>	<p>The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p>

	<p>and hazardous waste, hence there is no requirement of pollution control certificate. This point may be deleted.</p>	<p>Handling & Trans Boundary Movement) Rules 2008 (Self Attested Copy of Certificate to be enclosed).</p>	
	<p>2. Minimum Eligibility Criteria Point No. 3 (f) bullet 6. Where in the firm should comply with Solid Waste Management Rules 2016, laid by Ministry of Environment, Forest and Climate Change, Government of India vide its Gazette Notification No. S.O. 1357 (E) W.E.F. 08-04-2016.</p>		
<p>M/s Jackson Care Product</p>	<p>We are to bring to your notice that many companies are not following the rules and not providing 3 sided sealed and with sealing tape for sealing the pouch and leak proof pouches for safely and securely disposing off the used sanitary pads as under Solid waste management rules 2016.</p> <p>As per the Solid waste management rules 2016 It is the duty of the manufacturer to provide pouches or suitable wrapping material so that the used sanitary napkin is disposed off securely and safely so that the used napkin does not come out of the pouch and the contents of the used napkins are not leaked.</p>	<ul style="list-style-type: none"> • The firm should comply with Gazette notification SO No. 1357 (E) issued by Ministry of Environment, forest climate change notification dated 08th April 2016. 	<p>No Change</p>

	<p>The companies mislead the department by providing “TRIFOLDED” Sanitary Napkins.</p> <p>We are to inform that “TRI FOLDED” sanitary napkin is folded and is covered in a thin sheet for wrapping unused sanitary napkin. This wrapping sheet gets torned off when the tape attached to it is opened and the sanitary napkin is opened for use. Neither this sheet is of any use once opened nor it can be sealed again thus cannot be used a Disposable Pouch / Suitable Wrapper to safely and securely dispose off the used sanitary napkin in a leak proof, sealed pouch with sealing tape so that the soaked napkin with blood does not come out and gets mixed in general waste as per solid waste management rules 2016, laid by Ministry of Environment , Forest and Climate Change, Government of India vide its Gazette Notification No. S.O. 1357 (E) W.E.F. 08-04-2016.</p>		
M/s Jackson Care Product	<p>As per the guidelines the used sanitary Pad has to be disposed off securely in a leak proof pouch which is sealed from all the side and with self-sealing tape so that the sanitation staff is not exposed to sanitary waste during handling. The Pouch shall have symbols and instructions for easy identification of waste thereby prompting the workers not to open the pack for examination. We earnestly request the department to look into the matter and not allow such companies which are misleading the department and violating the rules of</p>	<ul style="list-style-type: none"> • The firm should comply with Gazette notification SO No. 1357 (E) issued by Ministry of Environment, forest climate change notification dated 08th April 2016. 	No Change

		<p>solid waste management rules 2016, to use TRIFOLDED SANITARY NAPKINS covering sheet as a wrapper to dispose of Used Sanitary Napkins, as used pads cannot be securely disposed off with the wrapping sheet, as it is neither sealed from all the sides, nor has a sealing tape to seal the pouch and is also not leak proof.</p>		
4	M/s Anglo Goldy Hygiene Healthcare Pvt. Ltd.	<p>1. The average turnover of the participated company should be more than 5 cr. For 3 years, for any of the last 4 years. (Ref. to clause on page 7 point 3 sub pt. L) From the above line we want to raise a query that the said turnover of 5 cr. Should be total, of 3 years or in just 1 year the turnover will be of 5 cr. for 3 years. i.e. 5 cr. each in last 3. A.Y.</p>	<p>Clause 3 (l) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 5 (Five) Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>	<p>Clause 3 (l) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 15 (Fifteen) Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>
		<p>2. Regarding Supply Payments Clause of 75% of the total order i.e., do we need to supply the material of 7.2cr. *75% before accepting any payment from you? Or part of the total quantity's 75%?</p>	<p>Clause 25 (b) Payments for supply will be considered only after supply of at least 75% of the quantity ordered is completed, PROVIDED reports of Standard Quality of the batch tested at a NABL Accredited Testing Laboratory/Central Medical device testing laboratory along with the In house quality control Laboratory of the manufacturer is furnished along with the invoice in respect of each batch supplied. Where it is observed that for any batch of the supplies the report as above is not furnished, payment of the</p>	<p>No Change</p>

			entire consignment would be withheld pending verifications and the entire consignment would be liable to be rejected.	
		3. Do we need to submit the EMD while participating for the Bid or After getting L1 (page 5 pt. 3 sub point. B).	Clause 3 (b) A bidder is required to submit Earnest Money Deposit in the form of Demand Draft/ Bank Guarantee of Rs. 5,00,000/- (Rupees Five Lakh) drawn in favor of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited from any Scheduled/Nationalized bank payable at Patna.	No Change
		4. For the shelf life of AG girl Sanitary Napkins. Our Sanitary Napkins Has a Shelf life of 5 years. (pt. L in page 16)	Clause 20 (f) The supplied Sanitary Napkin must have 66% of shelf life period.	No Change
		5. Our product matches with the technical specification mentioned with Ultra-Thin Pads (With inside SAP). We also provide in 240mm and 280mm size of napkin. (Ref: Annexure- VII)	Annexure VII Point 5. Size- The size of absorbent section of the sanitary section of the sanitary napkin shall be as follows: Pad Length Pad Width Pad Thickness 210+/-10 70+/-5 9+/-1 (all figures in mm)	Please refer Annexure C
5	M/s Shree Radhe Hygiene Products Pvt. Ltd.	1. In your tender schedule you have mentioned validity of tender will be 2 years. For how much quantity the purchase order will be issued and in how many intervals.	Clause 5 (j) Validity of Rate Contract: -The rate contract will be applicable for 2(two) years from the date of signing of the rate contract (Agreement). The validity of contract may be extended with mutual consent for some specified period to the maximum of 1(one) year by BMSICL, if necessary.	Please refer Annexure B and no change in clause 5 (J)
		2. It is mentioned in the schedule that the sanitary napkin/pad to be supplied is in straight pad or trifold. If it is in straight pad, then	• The firm should comply with Gazette notification SO No. 1357 (E) issued by Ministry of Environment, forest	No Change

	<p>should we provide disposable pouch, for trifold it is not required. Please confirm</p>	<p>climate change notification dated 08th April 2016.</p>	
	<p>3. With regard to the payment, you have mentioned the payment will be considered only after 75% of the supply, whereas the other Government are considering for 40%, we request you to kindly revise the payment clause consideration from 75% supply to 40% supply.</p>	<p>Clause 25 (b) Payments for supply will be considered only after supply of at least 75% of the quantity ordered is completed, PROVIDED reports of Standard Quality of the batch tested at a NABL Accredited Testing Laboratory/Central Medical device testing laboratory along with the In house quality control Laboratory of the manufacturer is furnished along with the invoice in respect of each batch supplied. Where it is observed that for any batch of the supplies the report as above is not furnished, payment of the entire consignment would be withheld pending verifications and the entire consignment would be liable to be rejected.</p>	<p>No Change</p>
	<p>4. As per you clause 20 (f): we shall supply the sanitary napkins freshly manufactured as per your specifications. We do not take any responsibility for replacing of the sanitary napkins which are unused/ unspent/ expired at your destinations which are kept. We shall provide fresh manufactured pads which will be supplied as per your purchases order. Our risk and responsibility ceases once the sanitary napkins are reached intact as per the destinations provided as per the purchases order.</p>	<p>Clause 20(1) In the event of Sanitary Napkin not being utilized within their shelf life period, the firm shall replace unspent/unused/expired stock by fresh stock with shelf life as per the Clause 20(f) without any extra cost unconditionally.</p>	<p>No Change</p>

		<p>5. Regarding specifications: you have mentioned perforate poly top sheet, instead of this, we suggest you to kindly use non-woven top sheet, which is of much superior quality material, soft and have cottony texture and safe to use the same. Regarding tissue paper, it is not mandatory to use tissue paper, that can be covered in wood pulp, which will again is soft, and have cottony texture and safe to use.</p>	<p>ANNEXURE-VIIPoint 8. Raw Material to be used:c. Top sheet: Perforate poly top sheet: White colour Thickness: 22gsm+/-5% Grade: LDPE</p>	<p>Please refer Annexure C</p>
6	M/s Sekhani Industries Pvt. Ltd.	<p>1. Bidder should have manufactured and supplied the order @ at least 50% of approximately value of one year supply quantity. Reason:- It is requested to pay attention on bidder's performance not in terms of supply to its buyer but on the performance and quantity they have manufactured and supplied.</p>	<p>Clause 3 (f) Manufacturer must have 3 years' experience in supplying the sanitary napkin to any Central Government / any Central Government agency/any state government or any of the state government agency / PSU.</p>	<p>No Change</p>
		<p>2. Only manufacturer from India should be allowed. Reason:- To give benefit to Indian manufacturer and successful implementation of Make in India policy, it is required to bring forward the Indian manufacturer.</p>	<p>Clause 5 (a) Tender bid is invited directly from Manufacturers or Direct Importers or Manufacturers as well as direct importers only. Distributors/agents/loan licensees/contract manufacturers are not eligible to participate in the tender.</p>	<p>No Change</p>
		<p>3. Average Annual turnover in the last three financial years 2015-16, 2016-17 & 2017-18 shall not be less than Rs. 25 crores for quoted products. Reason:- Appx. Value of the tender is Rs. 16.50 (for 1 year supply), therefore it is requested to pay attention on and here department is asking for only turnover of Rs. 5 crore. How</p>	<p>Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 5 (Five)Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>	<p>Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 15 (Fifteen) Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>

	department can evaluate the financial strength to fulfil the order?		
	<p>4. There will be a Security Deposit amounting to 5% of the total value of the awarded items.</p> <p>Reason:- In other states It is kept @ of 5% Ref: (i) RMSCL tender no. F.02(67)/ RMSCL/Proc./ Sanitary Napkins(Non drug) NIB- 5/2019/2019/ 183 (ii) TNMSCL tender no. 003/M(P)/BL- SANIT/TNMSC/2019, Dt. 18.02.2019 (iii) OSMCL tender no. OSMCL/2018-19/SN-GoO(Re-Tender)/06</p>	<p>Clause 18. SECURITY DEPOSIT / PERFORMANCE GUARANTEE</p> <p>a) There will be a Security Deposit amounting to 10 % of the total value of the awarded items as per letter of Intent which shall be furnished by the successful bidder to the Tender Inviting Authority within the stipulated time period as per the LOI.</p>	No Change
	<p>5. There should be at least 8 to 10 pads per packet for a month for user.</p> <p>Reason:- Generally, regularly menstrual cycle consists 4 to 5 days of period and at least 2 sanitary pads required to maintain the hygiene. Therefore it is suggested to keep the 8 to 10 pads in a packet.</p>	<p>Clause 23. Packaging and Labelling:(i)</p> <p>Primary Package:Each Primary Package shall contain 6 Sanitary Napkins in a Polyethylene bag of good quality material with a minimum micron thickness that ensures that the pack does not tear in routine handling (subject to approval of sample by concerned Officer/Committee) which will confirm to size of the product and sealed properly. The designing and printing of the bag shall be done at the cost of the manufacture as per printing matter including logo (in four colors) provided by MoHFW. The printing work shall be in weatherproof ink and shall withstand immersion in water and remain intact. The</p>	Please refer Annexure B and C

		primary package shall also include the name of the manufacture, length and dimensions, lot/ batch number, date of manufacturing and expiry and number of sanitary napkins in each package. The designing of the primary package shall be subject to the approval of Purchase Committee, BMSICL, Government of Bihar. The use napkin and after use its proper disposal, a pictorial instruction would be depicted on the package.							
	6. No charges shall be levied on testing. Reason:- It is already mentioned in clause no. 24 (a) that All the batches of the Sanitary Napkin supplied shall be supported by test/analysis reports furnished by independent NABL Accredited Testing Laboratory specializing in Testing of Medical textile products along with In House Quality Control report of the manufacturer. Therefore it doesn't require to charge testing charges where department is already asked to provide test reports.	Clause 24. QUALITY TESTING& QUALITY CONTROL d) A flat 2% of total bill amount shall be deducted from the bills of the supplies of Sanitary Napkin, towards testing & handling charges of Sanitary Napkin from the supplier.	No Change						
	7. It is requested to give clarity for the technical specifications. Moreover it is suggested to keep the Overall Width @ 160+/-5 and Core Width @ 70+/-5. Reason:- It will be ideal to use the sanitary napkins of sufficient width for the user.	Annexure VII Point 5. Size- The size of absorbent section of the sanitary section of the sanitary napkin shall be as follows: <table><tr><td>Pad Length</td><td>Pad Width</td><td>Pad Thickness</td></tr><tr><td>210+/-10</td><td>70+/-5</td><td>9+/-1</td></tr></table> <p>(all figures in mm)</p>	Pad Length	Pad Width	Pad Thickness	210+/-10	70+/-5	9+/-1	Please refer Annexure C
Pad Length	Pad Width	Pad Thickness							
210+/-10	70+/-5	9+/-1							

		<p>8. Clause for tissue paper should be removed. Limit of gsm for raw materials should be eliminated.Reason:- As now a days in new technology use of tissue paper is out of date. Limit of gsm for raw materials is not so important. But the performance of sanitary napkins it important.</p>	<p>Annexure VIIPoint 8. Raw Material to be used:b. Tissue paper: White colour, Thickness: 18 gsm+/-5% Grade: Soft</p>	<p>Please refer Annexure C</p>
7	M/s M. D. Hygiene Pvt. Ltd.	<p>Copy of the audited balance sheet and Profit and loss statement showing details of their average turnover not less than 5 (Five)Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>	<p>Clause 3 (l) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 5 (Five)Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>	<p>Clause 3 (l) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 15 (Fifteen) Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>
		<p>Copy of Income Tax Return for any three of last four consecutive Assessment years should be submitted (self-attested).</p>	<p>Clause 3 (m) Copy of Income Tax Return for any three of last four consecutive Assessment years should be submitted (self-attested).</p>	<p>No Change</p>
		<p>The industrial projects under the new category of "White", which is practically non-polluting will not require either Environmental Clearance under Environment (Protection) Act, 1986 or Consent under Air (Prevention and Control of Pollution) Act, 1981 and Water (Prevention and Control of Pollution) Act, 1974, Mar 28, 2017.</p>	<p>Clause 3 (f) • Valid Pollution Control Clearance Certificate in accordance with Water [Prevention and control of Pollution] Act, 1974 & Air [Prevention and control of Pollution] Act, 1981 and Hazardous Wastes (Management, Handling & Trans Boundary Movement) Rules 2008 (Self Attested Copy of Certificate to be enclosed).</p>	<p>The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p>

8	M/s Pushpam Hygiene (P) Ltd.	<p><u>Please note that providing a plastic pouch for disposal only adds to the problem of solid waste and also increases the cost of the product without addressing the issue of biodegradability or better sanitary waste management.</u> Even in the trade markets currently, products of MNC'S as well as other local brands are available without additional plastic disposal pouch. Hence we suggest, that there is no need to include provisions of this notification in the tender.</p>	<p>Clause 3 (f)</p> <ul style="list-style-type: none"> • The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016. 	<p>The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p>
		<p>Point no. 20 (I)- We request you to kindly remove this condition, as a supplier will only supply products against the indent given to them by BMSICL and unspent/unused/expired stocks are not the responsibility of the supplier and hence replacing the stock without any extra cost unconditionally, would not be feasible for the supplier.</p>	<p>Clause 20(I) In the event of Sanitary Napkin not being utilized within their shelf life period, the firm shall replace unspent/unused/expired stock by fresh stock with shelf life as per the Clause 20(f) without any extra cost unconditionally.</p>	<p>No Change</p>
		<p>Point no. 24 (B)- Sanitary Napkin is a <u>Non- Drug item</u> and hence evidence of the basis for expiration dating and stability data including BMR/BPR data cannot be furnished. This condition cannot be complied with.</p>	<p>Clause 24 . QUALITY TESTING& QUALITY CONTROL b) The supplier shall furnish evidence of the basis for expiration dating and other stability data concerning the commercial final package on request by the BMSICL, in case of any adverse report in the field, the BMR/BPR for the particular batch of the product(s) supplied shall be produced when demanded.</p>	<p>No Change</p>

	<p>"Polyurethrene film" to be read as "Polyethylene film"</p>	<p>Annexure VII Point B. Description 1. Covering- The covering of the absorbent filler shall be made of good quality perforated polyurethrene film sleeve which has sufficient porosity to permit the assembled napkin to meet the absorbency requirements. This shall be made of a product that is non-allergenic and bio-compatible. The sanitary napkins shall have a non-absorbent barrier on one side which shall have an identifying mark indicating clearly the side of the barrier.</p>	<p>Please refer Annexure C</p>								
	<p>Use of Tissue paper should be <u>OPTIONAL</u> in RAW MATERIAL since the technology of manufacturing sanitary Napkins using this raw material is obsolete.</p>	<p>Annexure VII Point 8. Raw Material to be used: b. Tissue paper: White colour, Thickness: 18 gsm+/-5% Grade: Soft</p>	<p>Please refer Annexure C</p>								
	<p>We also suggest a bigger size of Sanitary Napkin to be procure, since the bigger size would be suitable for girls of all body types and complaints of leakage etc. because of a user using a smaller napkin (not recommended for their body type) would be eliminated. Kindly note that West Bengal Medical Services Corporation Ltd had in 2017, procure Sanitary Napkins similar to the size you have tendered for but after implementation of the program over the past 2 yrs. and with after extensive consumer feedback, they have tendered for a larger size napkin in their new tender floated in 2019. Similarly, NHM Manipur has also tendered for a large napkin in 2019. Kindly find the</p>	<p>Annexure VII Point 5. Size- The size of absorbent section of the sanitary section of the sanitary napkin shall be as follows:</p> <table> <tr> <td></td><td>Pad Length</td><td>Pad Width</td><td>Pad Thickness</td></tr> <tr> <td></td><td>210+/-10</td><td>70+/-5</td><td>9+/-1</td></tr> </table> <p>(all figures in mm)</p>		Pad Length	Pad Width	Pad Thickness		210+/-10	70+/-5	9+/-1	<p>Please refer Annexure C</p>
	Pad Length	Pad Width	Pad Thickness								
	210+/-10	70+/-5	9+/-1								

		suggested specs below:		
		Specifications suggested: Absorbency- Not <50 ml @ 15 ml/min Overall length- 275 (+- 10 mm) Core length- 250 (+- 10 mm) Overall Width- 155 (+- 5 mm) Core Width- 70 (+- 5 mm) Pad thickness (Avg)- 7-9 mm Pad weight (Avg)- 9-11 gm. pH Value- 6-8.5	Annexure VII Sl. No Parameters Unit Specification 1 Absorbency ml Not <30 ml @ 15 ml/min 2 Size a Overall Length mm 235 +/- 10 b Core Length mm 210 +/- 10 c Overall Width mm 155 +/- 5 d Core Width mm 65 +/- 5 e Pad Thickness (Average) mm 7-9 mm f Pad Weight (Average) gm 7.5-9 gram 3 pH Value of absorbent material 6 – 8.5 pH Value of absorbent material	Please refer Annexure C
9	M/s Best Hygiene	Minimum Eligibility Criteria Point No. 3 (f) bullet 5. Where in it has been demanded valid pollution clearance certificate. We are to submit that the product Sanitary napkin does not fall under the category of drugs and is totally away from water, air and hazardous waste, hence there is no requirement of pollution control certificate. This point may be deleted.	Clause 3 (f) • Valid Pollution Control Clearance Certificate in accordance with Water [Prevention and control of Pollution] Act, 1974 & Air [Prevention and control of Pollution] Act, 1981 and Hazardous Wastes (Management, Handling & Trans Boundary Movement) Rules 2008 (Self Attested Copy of Certificate to be enclosed).	The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.
		Minimum Eligibility Criteria Point No. 3 (f) bullet 6. Where in the firm should comply with Solid Waste Management Rules 2016, laid by Ministry of Environment, Forest and Climate Change, Government of India vide its Gazette	Clause 3 (f) • The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.	

	<p>Notification No. S.O. 1357 (E) W.E.F. 08-04-2016. In the subject cited above, we request you to use proper and leak proof DISPOSABLE POUCHES for the disposal of Used Sanitary Napkins safely and securely.</p>	
	<p>Ministry of Environment, Forest and Climate Change, Government of India vide it's Gazette Notification No. S.O. 1357(E) w.e.f. 8.4.2016 made it mandatory that "Each Sanitary Napkin shall be provided with a Pouch / Wrapper for disposal of used napkin". We give here under specifications of the Disposable Pouches for your ready reference: i. Disposal pouch must be "Opaque".ii. Instruction for disposal of used napkin must be printed in Hindi / English Language or as per the language required on each pouch provided with the napkin by the local authority.iii. Disposal pouch must have an adhesive tape / strip to seal the pouch after inserting used napkin in it so that the pouch is sealed securely.iv. Disposal Pouch must be leak proof.v. The Disposal Pouch must be sealed on 3 sides with a adhesive strip to seal the used napkin securely after use.vi. The size of the pouch shall be such in which a napkin after folding may be inserted easily.The companies are misleading the govt. departments by providing "TRIFOLDED" Sanitary Napkins. We are to inform that "TRI FOLDED" sanitary napkin is folded and is covered in a thin cover for wrapping unused</p>	<p>Clause 3 (f)• The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p> <p>The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p>

		<p>sanitary napkin. This wrapping cover gets destroyed when the tape attached to it is opened and the sanitary napkin is opened for use and the covering cannot be reused.</p>		
		<p>Neither this thin cover is of any use once opened nor it can be sealed again thus cannot be used a Disposable Pouch / Suitable Wrapper to safely and securely dispose off the used sanitary napkin in a leak proof, sealed pouch with sealing tape so that the soaked napkin with blood does not come out and gets mixed in general waste as per solid waste management rules 2016, laid by Ministry of Environment, Forest and Climate Change, Government of India vide its Gazette Notification No. S.O. 1357 (E) W.E.F. 08-04-2016. We would also like to inform that many Public Interest Litigations have been filed against the companies who are</p>	<p>Clause 3 (f)• The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p>	<p>The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p>

		<p>manufacturing or marketing sanitary napkin for not providing POUCHES to safely dispose off the Used Sanitary Napkins. We request the Govt. of Bihar and the procuring department to please examine the facts mentioned above so that there is no violation of Solid waste management rules 2016, laid by Ministry of Environment, Forest and Climate Change, Government of India vide its Gazette Notification No. S.O. 1357 (E) W.E.F. 08-04-2016.</p>		
10	M/s Vaidya V & Infrastructure Pvt. Ltd.	<p>We would like to inform you that , average turnover of last three years should be minimum 25 crores as well as ONE similar work of single contract value not less Rs. 20.0 Crore.</p>	<p>Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 5 (Five)Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>	<p>Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 15 (Fifteen) Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>
11	M/s Super Hygiene Products Pvt. Ltd.	<p>1. Annual average turnover not less than 5 crores: Copy of the audited balance sheet and Profit and loss statement showing details of their average annual turnover not less than 20 (Twenty) Crores or more in the last three financial years, i.e. 2016-17, 2017-18 and 2018-19.</p>	<p>Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 5 (Five) Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>	<p>Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 15 (Fifteen) Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>

	<p>2. Past Performance: Manufacturer must have 3 year's experience in supplying 60% of the requirement (i.e. 50% of 1,20,00,000 unit packs i.e. 72.00 lakh unit pack) the sanitary napkin in last three financial years, i.e. 2016-17, 2017-18 and 2018-19) to any Central Government/ any Central Government agency/ any state government or any of the state government agency/ PSU.</p>	<p>Clause 3 (f) Manufacturer must have 3 years' experience in supplying the sanitary napkin to any Central Government / any Central Government agency/any state government or any of the state government agency / PSU.</p>	No Change
	<p>3. Terms & Conditions No. 20 (I), the firm shall replace unspent/ unused/ expired stock with fresh stock: Our liability to replace the stock should be only till any problem in Quality. We shouldn't be liable for any unutilized product.</p>	<p>Clause 20(I) In the event of Sanitary Napkin not being utilized within their shelf life period, the firm shall replace unspent/unused/expired stock by fresh stock with shelf life as per the Clause 20(f) without any extra cost unconditionally.</p>	No Change
	<p>4. Testing Charges No. 24 (D): 2% charges for testing and handling is too expensive for SSI unit like us. This is generally 1% in other states.</p>	<p>Clause 24. QUALITY TESTING & QUALITY CONTROL d) A flat 2% of total bill amount shall be deducted from the bills of the supplies of Sanitary Napkin, towards testing & handling charges of Sanitary Napkin from the supplier.</p>	No Change
	<p>5. Delivery Location: Looking at the volume of tender, any supplier needs locations for the delivery of material. Hence you are requested to provide detailed delivery location for the delivery for material which would easier to quote the rate.</p>	<p>Clause 2 (C) Rates as per Financial Bid Sheet should be quoted for each Sanitary Napkin "on door delivery basis" in the format given in price bid. Conditional bid shall not be accepted. The delivery point shall be the different warehouses of BMSICL across the state of Bihar.</p>	No Change

		<p>6. Clause: Minimum Eligibility Criteria (Technical Bid) point (f)- Valid pollution control clearance certificate: With regard to the criteria, your kind attention there's no specification awarded for sanitary napkin production.</p>	<p>Clause 3 (f) • Valid Pollution Control Clearance Certificate in accordance with Water [Prevention and control of Pollution] Act, 1974 & Air [Prevention and control of Pollution] Act, 1981 and Hazardous Wastes (Management, Handling & Trans Boundary Movement) Rules 2008 (Self Attested Copy of Certificate to be enclosed).</p>	<p>The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p>
		<p>7. Annexure- VII (Technical Specification): Perforated poly film- Non-Woven top sheet should be granted as the same finish and feel and suitable to hot and humid conditions of Bihar.</p>	<p>ANNEXURE-VII Point 8. Raw Material to be used: c. Top sheet: Perforate poly top sheet: White colour Thickness: 22gsm+/-5% Grade: LDPE</p>	<p>Please refer Annexure C</p>
		<p>8. Payment Terms No. 25 (B) Payments process to be initiated after successful completion of supply of 40% of the awarded supply.</p>	<p>Clause 25 (b) Payments for supply will be considered only after supply of at least 75% of the quantity ordered is completed, PROVIDED reports of Standard Quality of the batch tested at a NABL Accredited Testing Laboratory/Central Medical device testing laboratory along with the In house quality control Laboratory of the manufacturer is furnished along with the invoice in respect of each batch supplied. Where it is observed that for any batch of the supplies the report as above is not furnished, payment of the entire consignment would be withheld pending verifications and the entire consignment would be liable to be rejected.</p>	<p>No Change</p>

	<p>9. Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8 April 2016:</p> <p>It is compulsory to use disposable pouches in straight napkin to avoid pollution & health hazards to cleaning staff.</p>	<p>Clause 3 (f)</p> <ul style="list-style-type: none"> • The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016. 	<p>The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p>
	<p>10. Delivery Schedule:</p> <p>Looking at the volume of tender, any supplier needs minimum 90 days for the delivery of material as most of the raw materials are being imported from USA. Hence you are requested to grant 90 days for the delivery of material without imposing any LD.</p>	<p>Clause 21 Point 2</p> <p>Schedule of purchase order and Supply of Sanitary Napkin : The schedule of supply of Sanitary Napkin will be as follows.</p> <ol style="list-style-type: none"> 1) 50 % of the supply has to be made within 45 days from the date of issuance purchase order. 2) 100 % of the supply has to be made within 60 days from the date of issuance purchase order. 3) After 60 days, penalty will be @ 0.5% of value of unexecuted supply order per day subject to a maximum of 10% penalty (20 days) i.e., the firm has to complete the Unexecuted Supply within 80 days with applicable late delivery charge. 4) On the 80th day from the date of issue of PO at 1700 Hrs. the PO stands cancelled. <p>NOTE- The supply conditions may be increased or decreased keeping in mind to favour General patients of state may be decided by the Managing Director, BMSICL from time to time.</p>	<p>No Change</p>

12	M/s Susheel Yarns Pvt. Ltd	<p>Manufacturer must have 3 years' experience in supplying the sanitary napkin to any Central Government/ any Central Government agency/ any state government or any of the state government agency/ PSU.Major tendering of this item has started recently, therefore open market supply should also be included, like all other states.</p>	<p>Clause 3 (f)Manufacturer must have 3 years' experience in supplying the sanitary napkin to any Central Government / any Central Government agency/any state government or any of the state government agency / PSU.</p>	No Change
		<p>The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8 April, 2016. Pls clarify, what compliance the department want.</p>	<p>Clause 3 (f) • The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p>	<p>The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p>
		<p>Annual average turnover not less than 5 (five) crores for any three of the last four consecutive financial years. Annual turnover according to purchase value should be asked. (approx. 15 crore per year)</p>	<p>Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 5 (Five)Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>	<p>Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 15 (Fifteen) Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>
		<p>Security Deposit amounting to 10% of the total value of the awarded items as per letter of intent which shall be furnished by the successful bidder to the Tender Inviting Authority within the stipulated time period as per the LOI. Security deposit should be not more than 5% like all other states.</p>	<p>Clause 18. SECURITY DEPOSIT / PERFORMANCE GUARANTEE a) There will be a Security Deposit amounting to 10 % of the total value of the awarded items as per letter of Intent which shall be furnished by the successful bidder to the Tender Inviting Authority within the stipulated time period as per the LOI.</p>	No Change

	<p>The bidder shall submit the certificate of analysis from an NABL Accredited Sanitary Napkin Testing Laboratory Specializing in testing of medical textile product along with in House Quality Control Laboratory (as applicable with necessary protocols for every batch of items supplied along with the consignment.</p> <p>The corporation is charging 2% testing charges, which are too high; should be on actual charges basis. We are giving our in-house test analysis report, and further the department also gets the product tested, then NABL test report should not be required.</p>	<p>Clause 24. QUALITY TESTING& QUALITY CONTROL</p> <p>d) A flat 2% of total bill amount shall be deducted from the bills of the supplies of Sanitary Napkin, towards testing & handling charges of Sanitary Napkin from the supplier.</p>	No Change
	<p>In the event of Sanitary Napkin not being utilized within their shelf life period, the firm shall replace unspent/unused/expired stock by fresh stock with shelf life as per the Clause 20 (f) without any extra cost unconditionally.Our liability to replace the stock should be only till any problem with the quality. We should not be liable for any unutilized product.</p>	<p>Clause 20(f) In the event of Sanitary Napkin not being utilized within their shelf life period, the firm shall replace unspent/unused/expired stock by fresh stock with shelf life as per the Clause 20(f) without any extra cost unconditionally.</p>	No Change

	<p>Delivery schedule Within 50% 45 Days Within 100% *After 60 days penalty will @ 0.5% of value of unexecuted supply order per day 60 Days subject to a maximum of 10% penalty (20 days) Within *Unexecuted Supply 80 Days On the 80 day from the date of issue of PO at 1700 Hrs. the PO stands cancelled. It should be 70-90 days from the date of PO, as major raw material is imported from USA (15-20 days for order and days from shipment). Also the penalty is very high as compared to other states, it should be around 0.5% value per week of unexecuted supply. At least 120 days should be given before cancellation of any PO.</p>	<p>Clause 21 Point 2 Schedule of purchase order and Supply of Sanitary Napkin : The schedule of supply of Sanitary Napkin will be as follows. 1) 50 % of the supply has to be made within 45 days from the date of issuance purchase order. 2) 100 % of the supply has to be made within 60 days from the date of issuance purchase order. 3) After 60 days, penalty will be @ 0.5% of value of unexecuted supply order per day subject to a maximum of 10% penalty (20 days) i.e., the firm has to complete the Unexecuted Supply within 80 days with applicable late delivery charge. 4) On the 80th day from the date of issue of PO at 1700 Hrs. the PO stands cancelled. NOTE- The supply conditions may be increased or decreased keeping in mind to favour General patients of state may be decided by the Managing Director, BMSICL from time to time.</p>	<p>No Change</p>
	<p>Bar coding If there is system of reading barcode in the department warehouse then only it should be asked.</p>	<p>ANNEXURE-VII E. Packaging and Labeling: (vi) Bar Coding: Bar code shall be used to track down the product. It shall be printed on the label of the secondary package. 1) Product identification (GTIN 14) using application identifier (01) 2) Expiry Date in YY/MM/DD format & using application</p>	<p>Please refer Annexure- C</p>

		<p>identifier (17)</p> <p>3) Master batch number using application identifier (10).</p>	
	<p>All the batches of the Sanitary Napkin supplied shall be supported by test/analysis reports furnished by independent NABL Accredited Testing Laboratory specializing in Testing of Medical textile products along with In House Quality Control report of the manufacturer.When the TIA is charging 2% testing charges, which is too high (it shall be on actual basis); then there is no need for the company to provide the NABL report as you are testing on your own. In house test report can be asked.</p>	<p>Clause 24. QUALITY TESTING& QUALITY CONTROL d) A flat 2% of total bill amount shall be deducted from the bills of the supplies of Sanitary Napkin, towards testing & handling charges of Sanitary Napkin from the supplier.</p>	<p>No Change</p>
	<p>Payment for supply will be considered only after supply of at least 75% of the quantity ordered is completed, PROVIDED reports of Standard Quality of the batch tested at a NABL Accredited Testing Laboratory/Central Medical device testing laboratory along with the In house quality control Laboratory of the manufacturer is furnished along with the invoice in respected of each batch supplied.</p> <p>Payments should be started after completing 40% of the supply.</p>	<p>Clause 25 (b) Payments for supply will be considered only after supply of at least 75% of the quantity ordered is completed, PROVIDED reports of Standard Quality of the batch tested at a NABL Accredited Testing Laboratory/Central Medical device testing laboratory along with the In house quality control Laboratory of the manufacturer is furnished along with the invoice in respect of each batch supplied. Where it is observed that for any batch of the supplies the</p>	<p>No Change</p>

			report as above is not furnished, payment of the entire consignment would be withheld pending verifications and the entire consignment would be liable to be rejected.	
		<p>Perforated poly film Non woven top sheet should be give as the same is soft and smooth and is best suitable for humid climates.</p> <p>Tissue paper When moulded core is manufactured on the machine, no tissue paper is required. So, it should be segregated that tissue is required on continuous drum forming and no tissue is required on shape forming mould (like MNC's) which gives a better product.</p>	<p>Annexure VII 8. Raw Material to be used:</p> <p>b. Tissue paper: White colour, Thickness: 18 gsm+/-5% Grade: Soft c. Top sheet: Perforate poly top sheet: White colour Thickness: 22gsm+/-5% Grade: LDPE</p>	Please refer Annexure C
13	M/s HLL Lifecare Ltd.	<p>HLL Proposes:- Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 25 (Twenty Five) Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.Reason/Remarks:- As100 % supply has to be completed by 60 days and if the supplier is not having the minimum turn over of 25 Cr can not supply the products and the probability of failure of the programme</p>	<p>Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 5 (Five)Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>	<p>Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 15 (Fifteen) Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>

		set by department.		
		HLL Proposes the Purchase order to be issued after the approval of the Artwork from the department.	NA	Please refer Annexure- C
		<p>HLL Proposes- Request to delete the clause and to add:- The products if supplied with less shelf life by the suppliers may be replaced with fresh stock with an undertaking for replacement of fresh stock if the stock is not utilized.</p> <p>Reason/ Remarks:- As the supply order is given after calculation of final beneficiaries to successfully completion of the Menstrual Hygiene programme and the return of the product will not only result to the loss to the suppliers but the hygiene of the product also will be lost</p>	<p>Clause 20(i) In the event of Sanitary Napkin not being utilized within their shelf life period, the firm shall replace unspent/unused/expired stock by fresh stock with shelf life as per the Clause 20(f) without any extra cost unconditionally.</p>	<p>Clause 3 (i) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 15 (Fifteen) Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>

		<p>HLL Proposes:- No of days from the date of Purchase Order % of the ordered quantity to be supplied in each warehouse Considering the Practicality of the manufacturing and logistics facts Within 75 Days 50 % within 120 days 100% After 135 days *Unexecuted Supply.</p>	<p>Clause 21 Point 2 Schedule of purchase order and Supply of Sanitary Napkin : The schedule of supply of Sanitary Napkin will be as follows. 1) 50 % of the supply has to be made within 45 days from the date of issuance purchase order. 2) 100 % of the supply has to be made within 60 days from the date of issuance purchase order. 3) After 60 days penalty will be @ 0.5% of value of unexecuted supply order per day subject to a maximum of 10% penalty (20 days) i.e., the firm has to complete the Unexecuted Supply within 80 days with applicable late delivery charge. 4) On the 80th day from the date of issue of PO at 1700 Hrs. the PO stands cancelled. NOTE- The supply conditions may be increased or decreased keeping in mind to favour General patients of state may be decided by the Managing Director, BMSICL from time to time.</p>	No Change
		<p>HLL Proposes:- Tissue paper wrapper may be deleted as it does not impact the absorbency of material.</p>	<p>Annexure VII 8. Raw Material to be used: b. Tissue paper: White colour, Thickness: 18 gsm+/-5% Grade: Soft</p>	Please refer Annexure C
	<p>14</p> <p>M/s Aqua International</p>	<p>Page No 9, point No. 6: EMD & Tender Fee should be waived off for MSME and NSIC registered Company. (Since we are registered here and also taken up order from other states on this basis.)</p>	<p>Clause 5. GENERAL CONDITIONS Point (e) Sanitary Napkin manufactures located in Bihar will be guided by New Industrial Policy 2016 adopted by the Govt. of Bihar as contained in Resolution of Industries Department dated 01-09-2016 for the technical evaluation,</p>	No Change

		EMD and Security Deposit. Copy of the said resolution may be seen on the website of www.industries.bih.nic.in .	
	<p>Page No. 6, point no (f), bulleted no.6th: The firm should comply with the provision contained in the Gazette notification SO No.1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016. (It should be removed as it does not comply for this type of tender.)</p>	<p>Clause 3 (f) • The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p>	<p>The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.</p>
	<p>Page No 7, point no. (I):Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 5 (Five)Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted. (We request you to lower it to 2 Crores, as the rates we are providing is the work done in three years.)</p>	<p>Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 5 (Five)Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>	<p>Clause 3 (I) Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than 15 (Fifteen) Crores for any three of the last four consecutive financial years (auditor/CA certificate of turnover will not be accepted. Self-attested copies are to be submitted.</p>
	<p>Page No 9, point no 5(j): Validity of Rate Contract: - The rate contract will be applicable for 2(two) years from the date of signing of the rate contract (Agreement). The validity of contract may be extended with mutual consent for some specified period to the maximum of 1(one) year by BMSICL, if necessary. (We expect price escalation @10% per year respectively as we expect</p>	<p>Clause 5 (j) Validity of Rate Contract: -The rate contract will be applicable for 2(two) years from the date of signing of the rate contract (Agreement). The validity of contract may be extended with mutual consent for some specified period to the maximum of 1(one) year by BMSICL, if necessary.</p>	<p>Please refer Annexure- B and there is no change in clause 5 (J)</p>

	good return after a year of faithful service.)		
	<p>Page No. 15, point no. 20 (g): The bidder shall submit the certificate of analysis from an NABL Accredited Sanitary Napkin Testing Laboratory Specializing in testing of medical textile product along with In House Quality Control Laboratory (as applicable) with necessary protocols for every batch of items supplied along with the consignment. (NABL Test is not required as it takes many months to clear it, We can get the certificate from any NABL approved Lab.)</p>	<p>20. SUPPLY CONDITIONS g) The bidder shall submit the certificate of analysis from an NABL Accredited Sanitary Napkin Testing Laboratory Specializing in testing of medical textile product along with In House Quality Control Laboratory (as applicable) with necessary protocols for every batch of items supplied along with the consignment.</p>	No Change
	<p>Page No. 18, point no. 24 (d): A flat 2% of total bill amount shall be deducted from the bills of the supplies of Sanitary Napkin, towards testing & handling charges of Sanitary Napkin from the supplier. (Testing is to be verified by you so why the customer should bear the cost, it should be beard by you.)</p>	<p>Clause 24. QUALITY TESTING& QUALITY CONTROL d) A flat 2% of total bill amount shall be deducted from the bills of the supplies of Sanitary Napkin, towards testing & handling charges of Sanitary Napkin from the supplier.</p>	No Change

		<p>Page No. 19, point no. 25 (b): Payments for supply will be considered only after supply of at least 75% of the quantity ordered is completed . (We are providing Bank Guarantee so we should be provided with mobility funds to start the project and thereafter it should be given on pro-rata basis.)</p>	<p>Clause 25 (b) Payments for supply will be considered only after supply of at least 75% of the quantity ordered is completed, PROVIDED reports of Standard Quality of the batch tested at a NABL Accredited Testing Laboratory/Central Medical device testing laboratory along with the In house quality control Laboratory of the manufacturer is furnished along with the invoice in respect of each batch supplied. Where it is observed that for any batch of the supplies the report as above is not furnished, payment of the entire consignment would be withheld pending verifications and the entire consignment would be liable to be rejected.</p>	No Change
		<p>Page No. 20, point no. 26 (d): However, the Tender Inviting Authority may receive supply even after expiry of the scheduled date from the date of purchase order, at its discretion, considering the urgency of the essential item for the user Institutions and in such case, liquidated damages will be levied at 0.5% per day of the value of the delayed supply subject to a maximum of 10% (20 Days). (The percentage should be fixed and should be low.)</p>	<p>26. DEDUCTION OF PAYMENTS & PENALTIES d) However, the Tender Inviting Authority may receive supply even after expiry of the scheduled date from the date of purchase order, at its discretion, considering the urgency of the essential item for the user Institutions and in such case, liquidated damages will be levied at 0.5% per day of the value of the delayed supply subject to a maximum of 10% (20 Days).</p>	No Change
15	M/s Soothe Healthcare Pvt. Ltd.	<p>1. Clause 5a of this bid document - Tender bid should be invited directly from the Manufacturers only to promote Make In India. Direct importers should not be allowed to participate.</p>	<p>Clause 5 (a) Tender bid is invited directly from Manufacturers or Direct Importers or Manufacturers as well as direct importers only. Distributors/agents/loan licensees/contract manufacturers are not</p>	No Change

		eligible to participate in the tender.	
	<p>2. Annexure VII - Clause 8b of this bid document - Tissue paper should be optional as the new state of the art machineries do not require tissue paper as raw material to produce quality sanitary pads and brings the cost of production further down.</p>	<p>Annexure VII Point 8. Raw Material to be used: b. Tissue paper: White colour, Thickness: 18 gsm+/-5% Grade: Soft</p>	Please refer Annexure C
	<p>3. Quality marks BIS 5405:1980-mark mandatory & ISO 9001:2008 certified.</p>	NA	Not Applicable
	<p>4. Manufacturers with min of 05 years' 2014-2015, 2015-2016, 2016-2017, 2017-2018 & 2018-2019 experience eligible with proof of experience show by Factory License Issued by Industries Ministry/ factory license for 2014-2015, 2015-2016, 2016-2017, 2017-2018 & 2018-2019.</p>	<p>Clause (f) Bidders must have: -• Minimum three years old valid Manufacturing License/Industries License of the product quoted with latest license renewal certificate. • Approved product list as per the license issued for quoted item for minimum three years. • Manufacturing License/Industries License along with approved product list must be valid till the last date of the submission of tender. • Manufacturer must have 3 years' experience in supplying the sanitary napkin to any Central Government / any Central Government agency/any state government or any of the state government agency / PSU. Clause 3 (k) Self declaration of Production Capacity Statement should be submitted as per Annexure-X.</p>	No Change
	<p>5. Minimum cumulative production capacity of 500 million pieces per annum, Production Capacity certificate is must which should be issued by a Chartered Engineer (CE) for manufacturing unit(s).</p>		

16	M/s Pioneer Hygiene Industries LLP	We are coming under MSME. So as per our best knowledge our UDYOG AADHAR/ SSI REGISTRATION CERT. Is our manufacturing license and there is no expiry of this, it is valid for lifetime.	Clause (f) Bidders must have: - • Minimum three years old valid Manufacturing License/Industries License of the product quoted with latest license renewal certificate.	No Change
		Technical specification (d) core width is mentioned -65 +/- 5 but subsequently in the same page point (B) Para (5) in size section Pad width is mentioned 70+/-5. So please advise for as above both width parameters, which parameter is applicable for as above said tender.	Annexure VII Sl. No Parameters Unit Specification of the Core Width mm 65+/-5 5. Size- The size of absorbent section of the sanitary section of the sanitary napkin shall be as follows: Pad Length Pad Width Pad Thickness 210+/-10 70+/-5 9+/-1	Please refer Annexure C
		Pollution control clearance certificate of water (1974), Air (1981) and Hazardous wastes (2008) certificate should not be applicable for us. Because We are manufacturer of sanitary napkin for this in our point of view we have no any such type f waste and source to pollute-water, Air and Hazardous. However in second point as per Gazette notification no. 1357 we can use pouch or wrapper for disposal of each napkin but it would be lead extra cost.	Clause 3 (f) • Valid Pollution Control Clearance Certificate in accordance with Water [Prevention and control of Pollution] Act, 1974 & Air [Prevention and control of Pollution] Act, 1981 and Hazardous Wastes (Management, Handling & Trans Boundary Movement) Rules 2008 (Self Attested Copy of Certificate to be enclosed).	The firm should comply with the provision contained in the Gazette notification SO No. 1357 (E) issued by Ministry of Environment, Forest and Climate Change notification dated 8th April, 2016.

ANNEXURE - B

TENDERED PRODUCT LIST Tender no. BMSIC/SANITARY NAPKINS/19-01

S. N.	Name of the Products	Pack size	Estimated Quantity for 2019-2021
1.	Sanitary Napkin	6 Pieces/ pack	2,52,00,000 Packets (15,12,00,000 Pieces)

ANNEXURE- C

Technical Specification of Sanitary Napkins for the Scheme for the Promotion of Menstrual Hygiene

Sl. No	Parameters	Unit	Specification
1	Absorbance	ml	Not<30ml@15ml/min
2	Size		
a	Overall Length	mm	235+/-10
b	Core Length	mm	210+/-10
c	Overall Width	mm	155+/-5
d	Core Width	mm	65+/-5
e	Pad Thickness (Average)	mm	9+/-1
f	Pad Weight (Average)	gm	7.5-9
3	pH Value of absorbent material	6 – 8.5	pH Value of absorbent material

A. Preamble

Sanitary Napkins consists of an outer covering provide with sufficient number of channels for leak protection and an absorbent filler material with an adhesive back strip.

B. Description

- Covering-** The covering of the absorbent filler shall be made of good, **Non-Woven top sheet** sleeve which has sufficient porosity to permit the assembled napkin to meet the absorbency requirements. This shall be made of a product that is non-allergenic and bio-compatible. The sanitary napkins shall have a non-absorbent barrier on one side which shall have an identifying mark indicating clearly the side of the barrier.
- Absorbent Filler-** The filler material shall consist of cellulose **wood pulp and** poly-acrylate gels. This shall be free from lumps, oil spots, dirt or foreign material etc.
- Back Strip-** A back strip for sticking the sanitary napkin onto the underwear should be there using good quality adhesive material.
- Absorbency-** The sanitary napkin should be able to absorb not less than 50 ml of normal saline (I.P) @15 ml/ minute.
- Size-** The size of absorbent section of the sanitary section of the sanitary napkin shall be as follows:

Core Length
210+/-10

Core Width
65+/-5

Pad Thickness
9+/-1

(all figures in mm)

The thickness shall be measured by stacking 10 complete pads and measuring the stack height.

The average thickness for the 10 pads shall be used as the pad thickness.

6. Weight- The weight of one full sanitary napkin shall not be more than 10 grams.

7. pH Value- The sanitary napkin shall be free from acids and alkali and the **pH** of the absorbent material shall be 6 - 8.5 when tested by the method given in IS:1390-1961 (method for determination of pH value of aqueous extracts of textile materials).

8. Raw Material to be used:

- a. **PULP:** White tissue Colour – White, soft wood pulp, long fibre.
- b. **Top sheet: good, Non-Woven top sheet:** White colour Thickness: 22gsm+/-5%
- c. **Back sheet:** PE film, Colour white Thickness: 24 gsm+/-10% Grade – Carona Treated
- d. **Glue – Construction:** polymer based, Colour: Transparent.
- e. **Glue – Release Paper:** Polymer based Colour: Transparent
- f. **Release Paper:** Silicon coated, Colour: White Thickness: 40gsm+/-10%

C. Manufacture, Workmanship, and Finish

- The absorbent filler shall be arranged and neatly cut to the required size of the pad and from a uniform thickness throughout without any wrinkles or distortion. It shall be placed in the covering in such a way that it does not cause lump formation with the effect of sudden pressure.
- The covering fabric shall cover the filler completely.
- The sanitary napkins shall have a very soft feel and when worn shall not chafe or give any uncomfortable feeling. It shall be free from all sorts of foreign matter and should be odorless.
- The material used in the fabrication is non allergenic.
- The sanitary napkin will be free from acids and alkali.
- The sanitary napkin should be sterilized.
- The adhesive used in the napkin should not leave any mark and stain.

D. Shelf- Life:

The product shall have a minimum shelf life of three years. At least 5/6th of the shelf life should be available on receipt of shipment at Consignee level.

E. Packaging and Labelling:

(i) Primary Package:

Each Primary Package shall contain 6 Sanitary Napkins in a Polyethylene bag of good quality material with a minimum micron thickness that ensures that the pack does not tear in routine handling (Subject to approval of sample by concerned Officers/ Committee), which will confirm to size of the product and sealed properly. The designing and printing of the bag shall be done at the cost of the manufacture as per printing matter including logo (in four colours) provided by MoHFW. The printing work shall be in weatherproof ink and shall withstand immersion in water and remain intact. The primary package shall also include the name of the manufacture, length and dimensions, lot/ batch number, date of manufacturing and expiry and number of sanitary napkins in each package. **The designing of the primary and secondary packages as well as the labelling will be shared by BMSICL to the Successful bidders before the execution of Rate Contract.** The use of napkin and after use its proper disposal, a pictorial instruction would be depicted on the package.

(ii) Secondary Package:

The sanitary napkins contained in primary package should be packed in boxes for easy handling, transport and distribution. One Box shall contain 160 primary packages of (6) Sanitary Napkins each. It shall be fabricated from Millboard/ grey board/ cardboard a minimum of bursting strength of 9-10 Kg/cm². The designing and printing of the label on the secondary package shall be done at the cost of the manufacturer as per printing matter including logo provided by **MoHFW**.

(iii) Bar Coding:

Bar code shall be used to track down the product. It shall be printed on the label of the secondary package.

- 1) Product identification (GTIN 14) using application identifier (01)
- 2) Expiry Date in YY/MM/DD format & using application identifier (17)
- 3) Master batch number using application identifier (10)

Note: Bidders are also required to submit the six (06) packets having each of independent packing as per above mentioned technical specifications as samples along with their technical bids.

ANNEXURE- D						
Tender No.- BMSIC/SANITARY NAPKINS/19-01						
PERFORMANCE STATEMENT						
(For the period of last three years)						
(Please furnish order copies of the client serially, the names of which are mentioned below)						
	Name of Bidder:	Name of the Item: (Performance statement in this format for each quoted item shall be submitted)				
	Name Manufacturer/ Importer:					
	Item Name with Drug NIT S.N.:					
S. N.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Specification	Qty	Date of Completion	Have the items been supplied satisfactorily (attach documentary proof)
1						
2						
3						
4						
(Attach separate sheets if the space provided is not sufficient) *The documentary proof will be copies of the purchase order (during last three years) indicating P.O. No. and date.						

Sd/-
GM (Procurement)
BMSICL