

Minutes of Pre-bid Meeting for the Tender of Hiring of Transport Services to Transport Drugs, Consumables, Family Planning Commodities & Other Supplies in the State of Bihar

1. With reference to the **Notice Inviting Tender (NIT) Reference No.:- 07/SHSB/Drugcell/SCM/2026-27** for Hiring of Transport Service to Transport Drugs, Consumables, Family Planning Commodities & Other supplies in the State of Bihar, published in leading newspapers on 08.09.2026 and uploaded on the website "<https://eproc2.bihar.gov.in>", the Pre-Bid meeting was held on **16/09/2026** at **3.00 PM** in the Conference Hall of the 'State Health Society, Bihar(SHSB),Swasthya Bhawan, Sheikhpura, Patna'. Many prospective bidders raised their queries and also submitted suggestions/queries.

2. The following members of the Technical Committee were present in the Meeting:-

(i)	Dr. Pranay Raj Sharan Sinha, Director-in-Chief (Nursing), Health Services, Bihar	Chairman
(ii)	Shri Rajesh Kumar, Administrative Officer, State Health Society, Bihar	Member
(iii)	Shri. Nand Kishore Raj, Additional Commissioner-cum-Additional Director (Finance), State Health Society Bihar	Member
(iv)	Shri Upendra Kumar Pal, District Transport Officer, Patna	Member
(v)	Smt. Chandralata Kumari, Assistant Director, Department of Industries, Patna, Bihar	Member
(vi)	Shri. Onkar Kumar, State Finance Manager, State Health Society, Bihar	Member

3. Following bidders participated in the meeting or sent queries/suggestions:

- a. Darsh Digital Network Pvt. Ltd., Patna
- b. M/s Sarathi Logistics, Guwahati, Assam
- c. M/s Kanish Traders, Jalpaiguri, West Bengal
- d. Radhika Express Services, Guwahati, Assam
- e. Pashupatinath Distributor's Private limited, Patna
- f. Ranjan Engicon Pvt. Ltd., Patna
- g. Omdeo Movers & Packers, Patna
- h. Gaurav Enterprise, Patna
- i. Eliteasc Construction, Patna

4. In response to the queries raised during the Pre-bid meeting and submitted via e-mail, the Technical Committee, after due consideration, recommends the following Clarifications/Amendments in the RFP:-

Sl. No.	Page No.	NIT Reference	As published in NIT	Bidder's Request	Clarifications/ Amendments Recommended by Technical Committee
1	Page 05	Section II, Earnest Money Deposit, Clause No 6.1, 6.2	Earnest Money Deposit (EMD) The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs.1,80,00,000 (One Crore Eighty Lakhs Only) to be transferred through e-payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (https://leproc2.bihar.gov.in) It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected	• Rationalization of the Earnest money deposit (EMD) amount in accordance with the prevailing guidelines assured by the Central Vigilance Commission (CVC) and the General Financial Rules (GFR) 2017. • As per GFR rule 170(i), the EMD is to be kept at a reasonable level to encourage wider participation of bidders, while safe guarding the interest of the procuring entity. The Central Vigilance Commission has advised that the EMD amount must be reasonable and not act as a barrier to competition. • In the present tender the EMD has been calculated at Rs. 1.80 Crore which is significantly high and may deter MSME/Udyam participation, despite being MSME/Udyam registered. Such a high EMD Amount is not in line with the objective of promoting ease of doing business for MSME/Udyam as envisaged under GFR and CVC. • Requested CAP of the EMD Amount to a Maximum of Rs. 1 Crore (One Crore).	EMD waiver shall be given as per rules and regulations subject to submission of relevant documents. (The above amendment is recommended)

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2	Page 02	Section I, Earnest Money Deposit, Clause 6	The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 1,80,00,000 (Rupees One Crore Eighty Lakhs only) to be transferred through e-payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (https://leproc2.bihar.gov.in) or in the form of Bank Guarantee. No bidder is exempted from submitting the EMD as mentioned in the tender document.	We request that the Earnest Money Deposit (EMD) requirement be revised to a maximum of 90 Lakhs. Further, kindly provide the official SHSB bank account details in the Proceeding to facilitate direct electronic bank transfers. We also request that bidders be permitted to submit EMD through Demand Drafts (DD) or Bank Guarantees (BG), in addition to the prescribed payment mechanism	EMD waiver shall be given as per rules and regulations subject to submission of relevant documents. (The above amendment is recommended)
3	Page 09	Section- III Eligibility Criteria, Clause 1, Table Row 1	The Bidder should be an established entity; a company, a partnership firm or a proprietorship firm established under Companies Act, 1956/ 2013, Partnership Act or Shops & Establishment Act etc.	Allowance of Joint Ventures and Consortiums We request that the tender conditions be amended to permit participation by Joint Ventures (JVs) and Consortiums. Considering the extensive scope of the project, involving state-wide logistics operations and daily warehouse management with a workforce of over 300 personnel, such an arrangement would enable specialized logistics and manpower service providers to combine their respective expertise and resources, thereby strengthening operational efficiency and service delivery	Consortium is permitted. Refer 'Appendix 1' of the Proceeding (The above amendment is recommended)
4	Page No.7	Section- II Clause 9 Vehicle Required, Point 9.1(a,b &c),	(a) For level 1 transportation: Vehicles should be full body covered having payload capacity of - 9 ton, 4 ton, 2.5 ton, 1.5 ton and a cold chain compliant vehicle of 1.5 ton. (b) For level 2 transportation: Vehicles should be full body covered having	We kindly seek clarification regarding the permissible vehicle types under the tender. Specifically, please confirm whether open vehicles may be deployed for any of the transportation segments or whether closed, containerized vehicles are mandatory across all levels, namely L1, L2, and L3, to ensure adequate protection of medical supplies against	Refer Section- II Clause 9 Vehicle Required, Point 9.1(a, b & c) (The above clarification is recommended)

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			payload capacity of 2.25-3.0 ton. (c) For level 3 transportation: Vehicles should be full body covered having payload capacity of 0.75-1.5 ton. (Decision of authorized technical committee of SHSB on Equivalency of Vehicle will be final).	weather and handling-related risks.	
5	Page No. 08	Section-II, Clause 9, Vehicle Required, 9.1(d)	(d) General Conditions for all three types of vehicles 1. Vehicle should be of good quality/condition. Vehicles to be engaged should not be older than 6 years and should have all the valid documents. 2. Engine type- Diesel/Petrol engine full fitting BSVI norms 3. For L3 transportation, electric vehicles may be used 4. Vehicle must fulfil all the requirements of CMVR-RTO and ARAI Norms. 5. All mandatory rules and regulations (BIS/ISO/CMVR-RTO etc and its amendments if any) relevant to the item must be complied with. 6. Vehicle should have sealed Milometer. 7. The bidder should have commercial registration of vehicles issued from competent authority.	Formal Inclusion of CNG-Powered Vehicles: We request that CNG-powered vehicles be expressly included among the permissible vehicle categories, alongside diesel and electric vehicles. The inclusion of CNG vehicles would provide an additional environmentally conscious	Section-II, Clause 9, Vehicle Required, 9.1(d), point 3 is amended as follows: 3. CNG powered/ electric vehicles are permitted at all levels. If opted for EVs, the agency will be required to establish EV charging stations at all stationed warehouses (RWH/DCS) with its own cost. Retrofitting in vehicles will not be allowed at any stage of the contract. (The above amendment is recommended)
6	Page no. 05	Section II, Earnest Money Deposit, Clause No 6.1, 6.2	Earnest Money Deposit (EMD) The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs.1,80,00,000 (One Crore Eighty Lakhs Only) to be transferred through	EMD Exemption for MSME Firms: Remove the online EMD requirement of Rs. 1,80,00,000/- for registered MSME firms that provide a valid Udyam Registration Certificate.	EMD waiver shall be given as per rules and regulations subject to submission of relevant documents. (The above amendment is recommended)

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			e-payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (https://eproc2.bihar.gov.in) It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected	Note - Government procurement rules allow MSMEs to be exempt from EMD to help small businesses participate without blocking their working capital.	
7	Page no. 09 Section- III Eligibility Criteria, Clause 1, Table Row 1		The Bidder should be an established entity; a company, a partnership firm or a proprietorship firm established under Companies Act, 1956/ 2013, Partnership Act or Shops & Establishment Act.etc.	Allow Joint Ventures (JV) and Consortiums: Allow Joint Ventures (JV) and Consortium firms to bid for this tender because this particular project requires both transport vehicles and heavy labor management. Letting firms form a JV allows specialists in both fields to combine strengths and lower execution risks.	Consortium is permitted. Refer 'Appendix 1' of the Proceeding (The above amendment is recommended)
8	Page no. 36 Section- II, Clause 9, Vehicle Required, 9.1(d-3)		3. For L3 transportation, electric vehicles may be used	Inclusion of CNG Vehicles: Formally permit the use of CNG-powered vehicles alongside standard diesel & Electric vehicles because the advantage of CNG vehicles are eco-friendly, reduce pollution, and offer a cost-effective solution for local and district-level distribution.	Section- II, Clause 9, Vehicle Required, 9.1(d), point 3 is amended as follows: 3. CNG powered/ electric vehicles are permitted at all levels. If opted for EVs, the agency will be required to establish EV charging stations at all stationed warehouses (RWH/DCS) with its own cost. Retrofitting in vehicles will not be allowed at any stage of the contract. (The above amendment is recommended)

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9	Page no. 27	Section- II Clause 9 Vehicle Required, Point 9.1(a,b &c),	(d) For level 1 transportation: Vehicles should be full body covered having payload capacity of - 9 ton, 4 ton, 2.5 ton, 1.5 ton and a cold chain compliant vehicle of 1.5 ton. (e) For level 2 transportation: Vehicles should be full body covered having payload capacity of 2.25-3.0 ton. (f) For level 3 transportation: Vehicles should be full body covered having payload capacity of 0.75-1.5 ton. (Decision of authorized technical committee of SHSB on Equivalency of Vehicle will be final).	Clarification on Vehicle Type (Open vs. Containerised): Please clarify if bidders can deploy open vehicles for transportation, or if it is mandatory to provide fully closed containerised vehicles	Refer Section II, Clause 9.1 (The above clarification is recommended)
10	Page no. 09	Section- III Eligibility Criteria, Clause 1, Table Row 4 & 5	The bidder's average annual turnover must be at least Rs. 27.00 Crores from transportation of goods business during last three Financial years (FY 2022-23, FY 2023-24 and FY 2024-25), as evidenced by the audited accounts of the bidder. The bidder must provide self-attested scanned copies of (i) PAN Card, (ii) Income Tax Returns (ITR) for three consecutive assessment years out of four assessment years AY 2023-24, AY 2024-25 and AY 2025-26, and (iii) GST Registration Certificate (iv) ESI registration certificate	Clarification on Turnover and ITR for New Firms / Startups: If a bidding firm is newly incorporated or a registered startup, is it still mandatory to submit the last 3 years' turnover and Income Tax Return (ITR) details? Can new firms be relaxed from this criteria? Because newly established companies or startups do not have a 3-year financial history. Clarification is required to see if there is any alternative criteria or exemption for new enterprises to encourage new business participation.	No exemption (Bidder's request is not accepted)

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11	Page 05	Section II, Earnest Money Deposit, Clause No 6.1, 6.2	Earnest Money Deposit (EMD) The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs.1,80,00,000 (One Crore Eighty Lakhs Only) to be transferred through e-payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (https://leproc2.bihar.gov.in) It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected	Relaxation of Earnest Money Deposit (EMD): Proposed Amendment: We are MSME firm and hence should be given some relaxation on EMD submission or Reduce the EMD amount to Rs. 50,00,000/- (Fifty Lakhs). Details of the bank are missing in tender NIT like Bank details, IFSC, Account Number for smooth RTGS/NEFT transactions.	EMD waiver shall be given as per rules and regulations subject to submission of relevant documents. (The above amendment is recommended)
12	Page 09	Section- III Eligibility Criteria, Row 1	The Bidder should be an established entity; a company, a partnership firm or a proprietorship firm established under Companies Act, 1956/ 2013, Partnership Act or Shops & Establishment Act etc.	Authorization of Joint Ventures (JV) and Consortium Bidding: Proposed Amendment: Modify the clause to formally permit Joint Ventures (JV) and Consortium configurations to participate so that we can mutually two vendors make a firm and participate and make the work operation smoothly. Transportation and Handling of Labours are two separate segments, requesting to allow for a JV or consortium.	Consortium is permitted. Refer 'Appendix 1' of the Proceeding (The above amendment is recommended)








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13	Page No. 02	Section I, Clause 3 Schedule of Events, point 3.3 & 3.4	4.3 Last date & time for submission (upload) of online bidding document)- 01.10.2026 (Thursday) till 05:00 PM, on the e-Procurement Portal (https://eproc2.bihar.gov.in) 4.4 Last date & time for submission of EMD - Online Mode- 01.10.2026 (Thursday) till 05:00 PM Offline Mode- 05.10.2026 (Monday) till 01:00 PM	Extension of Tender Submission and Clarification Timeline: Proposed Amendment: Extend the final date for bid submission up to 10th October, 2026. Given the large scale of operations across the state of Bihar and the meticulous documentation required to compile compliance certificates, an extension will provide adequate time for bidders to submit high-quality, comprehensive proposals.	Last day of submission may be extended to 12 th October (The above amendment is recommended)
14	Page 09	Section - III Eligibility Criteria, Clause 1, Table Row 4	The bidder's average annual turnover must be at least Rs. 27.00 Crores from transportation of goods business during last three Financial years (FY 2022-23, FY 2023-24 and FY 2024-25), as evidenced by the audited accounts of the bidder	Increase the Average Annual Turnover requirement to at least Rs. 45.00 Crores. Add a mandate requiring operational experience in at least 3 distinct States (completed or ongoing projects) within the specified FY 2023-24, FY 2024-25, and FY 2025-26.	No change (Bidder's request is not accepted)
15	Page 10	Section - III Eligibility Criteria, 1. Clause 1, Table row- 2 2. Clause 7	1. The bidder should own/ have tie-up with at least 8 vehicles/trucks of more than 4.0 ton payload capacity, 19 vehicles/trucks of 2.0 to 4.0 ton payload capacity and additionally 34 vehicles/trucks of less than 2.0 Ton	Increase the self-owned vehicle commitment to at least 80% of the total tender requirement, and explicitly stipulate that these self-owned fleets must be fully containerised.	1. The bidder should own/ have tie-up with at least 16 vehicles/trucks of more than 4.0 ton payload capacity, 38 vehicles/trucks of 2.0 to 4.0 ton payload capacity and additionally 68 vehicles/trucks of less than 2.0 Ton

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			2. The service provider to whom the contract is awarded shall submit, within 60 days from the date of signing of the agreement, proof of ownership of vehicles as per the current vehicles deployment requirement, i.e. 8 vehicles of 4.0-9.0 MT, 19 vehicles of 2.25-3.0 MT, and 34 vehicles of 0.75-1.50 MT payload capacity. Failure to comply shall result in cancellation of the contract and forfeiture of the EMD. Note: "The number of vehicles required to be deployed under the contract may be increased/decreased during the contract period by the Executive Director, State Health Society, Bihar (ED, SHSB), as per operational requirements. In such cases, the vendor shall proportionately increase/decrease and maintain the required proof of ownership of vehicles, ensuring that at least 25% of the total vehicles required to be deployed in each of the three specified payload capacity categories are owned by the vendor throughout the contract		2. The service provider to whom the contract is awarded shall submit, within 60 days from the date of signing of the agreement, proof of ownership of vehicles as per the current vehicles deployment requirement, i.e. 16 vehicles of 4.0-9.0 MT, 38 vehicles of 2.25-3.0 MT, and 68 vehicles of 0.75-1.50 MT payload capacity. Failure to comply shall result in cancellation of the contract and forfeiture of the EMD. Note: "The number of vehicles required to be deployed under the contract may be increased/decreased during the contract period by the Executive Director, State Health Society, Bihar (ED, SHSB), as per operational requirements. In such cases, the vendor shall proportionately increase/decrease and maintain the required proof of ownership of vehicles, ensuring that at least 50% of the total vehicles required to be deployed in each of the three specified payload capacity categories are owned by the vendor throughout the contract period." (The above amendment is recommended)

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			<i>period."</i>		
16	Page 09	Section- III Eligibility Criteria, Clause 1, Table Row 1	The Bidder should be an established entity; a company, a partnership firm or a proprietorship firm established under Companies Act, 1956/ 2013, Partnership Act or Shops & Establishment Act etc.	Allow Joint Ventures (JV) and Consortium configurations to bid formally.	Consortium is permitted. Refer 'Appendix 1' of the Proceeding (The above amendment is recommended)
17				Incorporate a clause securing a Fixed Minimum Cost' per month for every vehicle dedicatedly deployed for SHSB, irrespective of active deployment/distance run.	No change (Bidder's request is not accepted)
18	Page 09	Section- III Eligibility Criteria, Clause 1, Table Row 04	The bidder's average annual turnover must be at least Rs. 27.00 Crores from transportation of goods business during last three Financial years (FY 2022-23, FY 2023-24 and FY 2024-25), as evidenced by the audited accounts of the bidder	Introduce a clause requiring the bidder to maintain a strictly positive Net Worth specifically for the financial year FY 2025-26.	No change (Bidder's request is not accepted)
19	Page No. 25	Section VI, Clause 3, Point II Payment to agency, Point 1(c)	Regional Warehouse/State Warehouse/ TBDC Centre/ District-wise monthly drug vehicle movement reports become the base data for generation of the monthly invoice. The service provider will compile the data and calculate billing amount in an excel sheet (as per annexure K). After this, the invoice will be generated with the signed copy of print-out of the excel sheet attached to	Add a strict timeline: Movement reports must be signed and shared from of every month. The final district/RWH ends by the 5th billing signature part must be handed over to the bidder's representative by the 15th of every month.	The duly signed monthly Drug Vehicle Movement Report must be generated by 5 th day of next month. (The above amendment is recommended)

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			it. The invoice should be submitted in SHSB by 10th of each month. If the agency fails to provide vehicle for operations on a duty day, then the proportional amount will be deducted as per the calculation formulae shown in column L of Annexure I.		
20	Page No. 25	Section VI, Clause 3, Point II Payment to agency, Point 3 & 4	3. SHSB will pay the agency for transport of products from warehouse at the rate agreed through the tendering process. 4. SHSB does not make any advance payments.	Incorporate an interim liquidity clause: If local ground-level invoice signatures face administrative delays, SHSB shall process a minimum of 90% interim payment for the completed service month against the fix monthly billing as calculated. Balance 10% cleared post-verification; excess payments can be adjusted in the next cycle.	• The service provider shall submit the invoice in SHSB by 10th of each month. Invoice should be enclosed with monthly Drug Vehicle Movement Report submitted by the Districts, RWH, TBDC and SWH. • If a District/RWH/TBDC/SWH does not submit the report by 10th day of the month, the Agency may attach self-attested Drug Vehicle Movement Report and prepare the invoice accordingly. • 75% of the invoiced amount shall be paid to the Agency by SHSB. • Balance 25% shall be paid in the subsequent month's billing cycle after proper adjustments based on Drug Vehicle Movement Report received from the Districts/RWH/TBDC/SWH, penalty if any and other deductions. ((The above amendment is recommended))

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21	Page 05	Section II, Earnest Money Deposit, Clause No 6.1, 6.2	Earnest Money Deposit (EMD) The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs.1,80,00,000 (One Crore Eighty Lakhs Only) to be transferred through e-payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (https://leproc2.bihar.gov.in)	Reduce the required EMD amount to at least Rs. 90.00 Lakhs. Provide explicit SHSB Bank Account Details (Account Name, Bank, Account No., IFSC) for direct transfers via NEFT/RTGS. Allow alternative. submission instruments like Demand Draft (DD) or Bank Guarantee (BG).	EMD waiver shall be given as per rules and regulations subject to submission of relevant documents. (The above amendment is recommended)
22	Page 05	Section II, Earnest Money Deposit, Clause No 6.1, 6.2	Earnest Money Deposit (EMD) The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs.1,80,00,000 (One Crore Eighty Lakhs Only) to be transferred through e-payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (https://leproc2.bihar.gov.in) It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected	The prescribed Earnest Money Deposit (EMD) of ₹1.80 Crore is considerably high and entails substantial blockage of working capital at the bidding stage itself, even before award of the contract. Such a high upfront financial commitment may inadvertently discourage otherwise technically competent, financially sound and experienced bidders from participating, thereby restricting wider competition. The fundamental purpose of EMD/Bid Security is to safeguard the Tender Inviting Authority during the bid-validity period. It should therefore operate as a reasonable bid-security mechanism rather than becoming a financial barrier to participation. "Lower EMD does not lower the qualification standard; it only lowers the entry-stage capital blockage."	EMD waiver shall be given as per rules and regulations subject to submission of relevant documents. (The above amendment is recommended)

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				In view of the above, the Authority is respectfully requested to reconsider Clause 6.1 and suitably reduce/rationalize the EMD of ₹1.80 Crore to ₹ 0.50 Crore, while retaining all other safeguards available under the RFP.	
23	Page No. 09	Section III, Eligibility Criteria, Table Row 3	Must be experienced in transportation of goods business and must have executed transportation work of goods for State/Central Govt./PSU during each of last three (3) Financial Years i.e. (FY 2023-24, FY 2024-25 and FY 2025-26)	We respectfully request the Authority to broaden the eligibility criterion by permitting experience in other comparable transportation/logistics services , including patient transportation through Ambulance Services (such as 102/108 Emergency Ambulance Services), transportation/logistics under Mobile Veterinary Units (MVUs), transportation of medicines, medical supplies, equipment and other healthcare-related materials, in addition to conventional transportation of goods. "Ambulance/MVU transportation is generally more time-sensitive and operationally controlled than ordinary goods transportation." Further, restricting experience of transportation work for State/Central Govt./PSU may exclude otherwise experienced and capable fleet/logistics operators merely because they have executed contracts for Private Sector.	No change (Bidder's request is not accepted)

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24	Page 09	Section- III Eligibility Criteria, Clause 1, Table Row 4	The bidder's average annual turnover must be at least Rs. 27.00 Crores from transportation of goods business during last three Financial years (FY 2022-23, FY 2023-24 and FY 2024-25), as evidenced by the audited accounts of the bidder	Exclusive segment turnover can restrict otherwise capable operators. Financial capacity and relevant operating capability can be tested separately. Hence, we request to consider turnover from any business venture as eligible. We also suggest to reduce the average annual turnover from Rs. 27 crore to Rs 15 crore.	No change (Bidder's request is not accepted)
25	Page No. 26	Section VI, Clause 3, Point III Rate Revision Vehicle, i & ii	III. Rate Revision Vehicle i. There shall be no increase in the contract rate of the vehicles except for fuel charges during the entire period of the contract.	Please provide an annual escalation mechanism for non-fuel components (manpower wages, statutory contributions, tyres, maintenance, insurance, tolls and other operating inputs), preferably fixed annual percentage of 5% or linked to CPI/WPI, while retaining diesel adjustment separately. The contract can run 3+2 years, but present clause allows only diesel adjustment. A controlled escalation mechanism reduces contingency loading in quoted rates and promotes more competitive pricing.	No change (Bidder's request is not accepted)
26	Page 09	Section- III Eligibility Criteria, Clause 1, Table Row 1	The Bidder should be an established entity; a company, a partnership firm or a proprietorship firm established under Companies Act, 1956/ 2013, Partnership Act or Shops & Establishment Act etc.	Request authority to consider allowing a consortium/JV of 2-3 members with joint and several liability and a designated lead member. The statewide multi-level scope combines fleet, logistics, technology and manpower capabilities; controlled consortium participation can broaden competition without diluting accountability.	Consortium is permitted. Refer 'Appendix 1' of the Proceeding (The above amendment is recommended)

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27	Page 05	Section II, Earnest Money Deposit, Clause No 6.1, 6.2	Earnest Money Deposit (EMD) The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs.1,80,00,000 (One Crore Eighty Lakhs Only) to be transferred through e-payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (https://leproc2.bihar.gov.in) It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected	The required Earnest Money Deposit (EMD) of 1.80 Crore is excessively high and ties up a significant amount of working capital during the initial bidding phase, long before any contract is awarded. This heavy upfront financial burden could unintentionally deter qualified, stable, and experienced companies from bidding, which ultimately limits open competition. While the core purpose of an EMD is to protect the Tender Inviting Authority while bids are being evaluated, it should serve as a reasonable safety net rather than a barrier to entry. Reducing the deposit amount does not lower the quality of the bidders; it simply prevents their capital from being unnecessarily locked up. Therefore, we kindly request the Authority to review Clause 6.1 and reduce the 1.80 Crore EMD to a more balanced and reasonable figure, while keeping all other standard safeguards in the RFP intact.	EMD waiver shall be given as per rules and regulations subject to submission of relevant documents. (The above amendment is recommended)
28	Page No. 09	Section III, Eligibility Criteria, Table Row 3	Must be experienced in transportation of goods business and must have executed transportation work of goods for State/Central Govt./PSU during each of last three (3) Financial Years i.e. (FY 2023-24, FY 2024-25 and FY 2025-26)	We request the Authority to expand the eligibility criteria by accepting logistics and transport experience from other comparable public sector projects. Specifically, we propose including specialized operations like patient transport (102/108 Emergency Ambulance Services), Mobile Veterinary Units (MVUs), and the distribution of pharmaceuticals, medical equipment, and healthcare supplies executed for State Governments, the Central Government, or PSUs.	No change (Bidder's request is not accepted)

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				Limiting eligibility strictly to "transportation of goods" overlooks highly qualified fleet operators. In fact, managing ambulances and MVUs requires stricter operational controls and greater time-sensitivity than standard cargo logistics. Broadening these criteria will not compromise technical standards, as the Authority can still maintain its strict requirements for minimum fleet size, vehicle count, and contract value. Instead, this adjustment will foster healthy competition by allowing experienced, government-vetted transport operators to participate.	
29				Restricting the turnover requirement to a specific industry segment unnecessarily disqualifies capable operators. Financial strength and operational experience can be evaluated independently. Therefore, we request that turnover from any valid business venture be considered eligible.	No change (Bidder's request is not accepted)
30	Page No. 26	Section VI, Clause 3, Point III Rate Revision Vehicle, i & ii	III. Rate Revision ii. There shall be no increase in the contract rate of the vehicles except for fuel charges during the entire period of the contract.	To ensure long-term rate stability and competitive pricing, it is recommended to introduce an annual escalation mechanism for all non-fuel operational components (including manpower wages, statutory contributions, tyres, maintenance, insurance, tolls, and other overheads). While the current contract only adjusts for diesel fluctuations, implementing a structured formula for non-fuel costs will significantly reduce risk pricing and benefit both	No change (Bidder's request is not accepted)

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Sl. No	Page No	NIT Reference	As published in NIT	Bidder's Request	Clarifications/ Amendments Recommended by Technical Committee
				parties across the potential 3+2 year contract tenure.	
31	Page 09	Section- III Eligibility Criteria, Clause 1, Table Row 1	The Bidder should be an established entity; a company, a partnership firm or a proprietorship firm established under Companies Act, 1956/ 2013, Partnership Act or Shops & Establishment Act etc.	We respectfully request approval to allow consortiums or joint ventures of 2 to 3 members to bid for this project, provided they assume joint and several liability and designate a clear lead member. Given that the statewide, multi-level scope requires diverse expertise in fleet management, logistics, technology, and manpower, allowing controlled consortium participation will increase competitive bidding while maintaining strict accountability.	Consortium is permitted. Refer 'Appendix 1' of the Proceeding (The above amendment is recommended)
32	Page No. 09	Section- III Eligibility Criteria, Clause 1, Table Row 2	The bidder should own/ have tie-up with at least 8 vehicles/trucks of more than 4.0 ton payload capacity, 19 vehicles/trucks of 2.0 to 4.0 ton payload capacity and additionally 34 vehicles/trucks of less than 2.0 Ton payload capacity.	The bidder should own or have a tie-up with a minimum of 34 vehicles/trucks in total, distributed as follows: Category A: At least 4 vehicles/trucks of more than 4.0-ton payload capacity. Category B: At least 10 vehicles/trucks of 2.0 to 4.0-ton payload capacity. Category C: At least 20 vehicles/trucks of less than 2.0-ton payload capacity.	Refer amendment recommendation in Sl.no. 15
33	Page 09	Section- III Eligibility Criteria, Clause 1, Table Row 1	The Bidder should be an established entity; a company, a partnership firm or a proprietorship firm established under Companies Act, 1956/ 2013, Partnership Act or Shops & Establishment Act etc.	Joint Venture and Consortium Participation (Page 9, Section III, Table Point 1): Kindly permit Joint Ventures and Consortiums to participate in the tender. The project involves extensive state-wide transportation as well as warehouse operations requiring a workforce of more than 300 personnel.	Consortium is permitted. Refer 'Appendix 1' of the Proceeding (The above amendment is recommended)

Sl. No	Page No	NIT Reference	As published in NIT	Bidder's Request	Clarifications/ Amendments Recommended by Technical Committee
				Allowing such participation would facilitate collaboration between experienced logistics operators and specialized manpower agencies, enabling bidders to offer comprehensive and reliable services.	
34	Page 05	Section II, Earnest Money Deposit, Clause No 6.1, 6.2	Earnest Money Deposit (EMD) The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs.1,80,00,000 (One Crore Eighty Lakhs Only) to be transferred through e-payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (https://eproc2.bihar.gov.in) It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected	EMD Reduction and Payment Options (Page 2, Section I, Clause 6): We request that the EMD be capped at ₹90 Lakhs to facilitate participation by capable service providers without creating an excessive financial burden. We further request publication of SHSB's bank account details in the corrigendum for electronic fund transfers and permission to furnish the EMD through DD or BG as alternative payment instruments.	EMD waiver shall be given as per rules and regulations subject to submission of relevant documents. (The above amendment is recommended)
35	Page No.7	Section- II Clause 9 Vehicle Required, Point 9.1(a,b &c),	(g) For level 1 transportation: Vehicles should be full body covered having payload capacity of - 9 ton, 4 ton, 2.5 ton, 1.5 ton and a cold chain compliant vehicle of 1.5 ton. (h) For level 2 transportation: Vehicles should be full body covered having	Vehicle Specification Clarification: Kindly clarify whether open vehicles are permitted in any transportation segment or whether closed containerised vehicles are compulsory for all three levels—L1, L2, and L3. This clarification is essential for bidders to accurately assess fleet requirements and ensure	Refer Section II, Clause 9.1 (The above clarification is recommended)

Sl. No	Page No	NIT Reference	As published in NIT	Bidder's Request	Clarifications/ Amendments Recommended by Technical Committee
			payload capacity of 2.25-3.0 ton. (i) For level 3 transportation: Vehicles should be full body covered having payload capacity of 0.75-1.5 ton.	the safe transportation of supplies.	
36	Page No. 08	Section- II, Clause 9, Vehicle Required, 9.1(d)	(d) General Conditions for all three types of vehicles 1. Vehicle should be of good quality/condition. Vehicles to be engaged should not be older than 6 years and should have all the valid documents. 2. Engine type- Diesel/Petrol engine full fitting BSVI norms 3. For L3 transportation, electric vehicles may be used	Inclusion of CNG Vehicles: We request that CNG-powered vehicles be formally recognised as an eligible vehicle category along with diesel and electric vehicles. This would provide greater flexibility in fleet deployment and support economical and environmentally responsible transportation, particularly on block and district routes.	Section- II, Clause 9, Vehicle Required, 9.1(d), point 3 is amended as follows: 3. CNG powered/ electric vehicles are permitted at all levels. If opted for EVs, the agency will be required to establish EV charging stations at all stationed warehouses (RWH/DCS) with its own cost. Retrofitting in vehicles will not be allowed at any stage of the contract. (The above amendment is recommended)
37	Page No. 09	Section- III Eligibility Criteria, Clause 1, Table Row 1	The Bidder should be an established entity; a company, a partnership firm or a proprietorship firm established under Companies Act, 1956/ 2013, Partnership Act or Shops & Establishment Act etc.	Request to Permit Joint Ventures and Consortium Arrangements (Page 9, Section III, Table Point 1): ➤ The tender involves the coordinated execution of two significant activities, namely state-wide transportation and day-to-day warehouse management involving more than 300 workers. In view of this operational complexity, we request that the eligibility conditions be suitably modified to allow bidders to participate through Joint Ventures or Consortiums. ➤ Such an arrangement would enable	Consortium is permitted. Refer 'Appendix 1' of the Proceeding (The above amendment is recommended)

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Sl. No	Page No	NIT Reference	As published in NIT	Bidder's Request	Clarifications/ Amendments Recommended by Technical Committee
				organizations possessing specialized expertise in logistics, transportation, and manpower management to combine their capabilities. This could support better resource deployment, continuity of operations, and fulfillment of the service obligations under the tender.	
38	Page 05	Section II, Earnest Money Deposit, Clause No 6.1, 6.2	Earnest Money Deposit (EMD) The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs.1,80,00,000 (One Crore Eighty Lakhs Only) to be transferred through e-payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (https://eproc2.bihar.gov.in) It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected	Representation for Reduction and Restructuring of EMD (Page 2, Section I, Clause 6): We respectfully request that the prescribed EMD be reduced and restricted to a maximum amount of ₹90 Lakhs. We further request that the official bank account details of SHSB be incorporated in the corrigendum so that bidders may remit the EMD through direct bank-to-bank electronic transfer.	EMD waiver shall be given as per rules and regulations subject to submission of relevant documents. (The above amendment is recommended)

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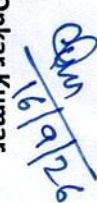
Sl. No	Page No	NIT Reference	As published in NIT	Bidder's Request	Clarifications/ Amendments Recommended by Technical Committee
	Page 09	Section- III Eligibility Criteria, Clause 1, Table Row 5	The bidder must provide self-attested scanned copies of (i) PAN Card, (ii) Income Tax Returns (ITR) for three consecutive assessment years out of four assessment years AY 2023-24, AY 2024-25 and AY 2025-26, and (iii) GST Registration Certificate (iv) ESI registration certificate		The bidder must provide self-attested scanned copies of (i) PAN Card, (ii) Income Tax Returns (ITR) for three consecutive assessment years out of four assessment years AY 2023-24, AY 2024-25 and AY 2025-26, and (iii) GST Registration Certificate (iv) ESI registration certificate (v) EPF Registration Certificate (Self-attested copy of EPF Registration Certificate to be submitted as documentary proof. (The above amendment is recommended)


Upendra Kumar Pal
District Transport Officer
Patna


Nand Kishore Raj
Additional Commissioner cum Additional
Director (Finance)
State Health Society Bihar


Chandralata Kumari
Assistant Director
Dept. of Industries, Bihar

Rajesh Kumar
Administrative Officer
State Health Society, Bihar


Onkar Kumar
State Finance Manager
State Health Society, Bihar

Dr. Pranay Raj Sharan Sinha
Director-in-Chief (Nursing)
Health Services Bihar



राज्य स्वास्थ्य समिति, बिहार



CORRIGENDUM-2

1. This is with reference to the Notice Inviting Tender (NIT) Reference No.: - 07/SHSB/Drugcell/SCM/2026-27 for Hiring of Transport Service to Transport Drugs, Consumables, Family Planning Commodities & Other supplies in the State of Bihar, published in leading newspapers on 08.09.2026 and uploaded on the website "<https://leproc2.bihar.gov.in>". The Pre-Bid meeting was held on 16/09/2026 at 3.00 PM in the Conference Hall of the 'State Health Society, Bihar (SHSB), Swasthya Bhawan, Sheikhpura, Patna'. Many prospective bidders raised their queries and also suggested changes. The Technical Committee held discussions on these queries/requests for amendment/suggestions and made certain recommendations.

2. As per the recommendations of the Technical Committee, the following amendments are made in the NIT:

Sl. No	Page No	NIT Reference	As published in NIT	Amendments
i	Page 05	Section II, Earnest Money Deposit, Clause No 6.2	It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected	EMD waiver shall be given as per rules and regulations subject to submission of relevant documents.
ii	Page 09	Section- III Eligibility Criteria, Clause 1, Table Row 1	The Bidder should be an established entity; a company, a partnership firm or a proprietorship firm established under Companies Act, 1956/ 2013, Partnership Act or Shops & Establishment Act etc.	The Bidder should be an established entity; a company, a partnership firm or a proprietorship firm established under Companies Act, 1956/ 2013, Partnership Act or Shops & Establishment Act etc. Consortium is permitted. Refer 'Appendix 1' of the corrigendum.
iii	Page No. 08	Section- II, Clause 9, Vehicle Required, 9.1(d-3)	For L3 transportation, electric vehicles may be used	CNG powered/ electric vehicles are permitted at all levels. If opted for EVs, the agency will be required to establish EV charging stations at all stationed warehouses (RWH/DCS) with its own cost. Retrofitting in vehicles will not be allowed at any stage of the contract.
iv	Page 9,10	Section- III Eligibility Criteria, 1. Clause 1, Table row- 2 Clause 7	1. The bidder should own/ have tie-up with at least 8 vehicles/trucks of more than 4.0 ton payload capacity, 19 vehicles/trucks of 2.0 to 4.0 ton payload capacity and additionally 34 vehicles/trucks of less than 2.0 Ton payload capacity. 2. The service provider to whom the contract is awarded shall submit, within 60 days from the date of signing of the agreement, proof of	1. The bidder should own/ have tie-up with at least 16 vehicles/trucks of more than 4.0 ton payload capacity, 38 vehicles/trucks of 2.0 to 4.0 ton payload capacity and additionally 68 vehicles/trucks of less than 2.0 Ton payload capacity. 2. The service provider to whom the contract is awarded shall submit, within 60 days from the date of signing of the agreement, proof of ownership of vehicles as per the current vehicles deployment requirement, i.e. 16 vehicles of

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Sl. No	Page No	NIT Reference	As published in NIT	Amendments
			ownership of vehicles as per the current vehicles deployment requirement, i.e. 8 vehicles of 4.0-9.0 MT, 19 vehicles of 2.25-3.0 MT, and 34 vehicles of 0.75-1.50 MT payload capacity. Failure to comply shall result in cancellation of the contract and forfeiture of the EMD. Note: "The number of vehicles required to be deployed under the contract may be increased/decreased during the contract period by the Executive Director, State Health Society, Bihar (ED, SHSB), as per operational requirements. In such cases, the vendor shall proportionately increase/decrease and maintain the required proof of ownership of vehicles, ensuring that at least 25% of the total vehicles required to be deployed in each of the three specified payload capacity categories are owned by the vendor throughout the contract period."	4.0-9.0 MT, 38 vehicles of 2.25-3.0 MT, and 68 vehicles of 0.75-1.50 MT payload capacity. Failure to comply shall result in cancellation of the contract and forfeiture of the EMD. Note: "The number of vehicles required to be deployed under the contract may be increased/decreased during the contract period by the Executive Director, State Health Society, Bihar (ED, SHSB), as per operational requirements. In such cases, the vendor shall proportionately increase/decrease and maintain the required proof of ownership of vehicles, ensuring that at least 50% of the total vehicles required to be deployed in each of the three specified payload capacity categories are owned by the vendor throughout the contract period."
V	Page No. 25	Section VI, Clause 3, Point II Payment to agency, Point 1(c)	Regional Warehouse/State Warehouse/ TBDC Centre/ District-wise monthly drug vehicle movement reports become the base data for generation of the monthly invoice. The service provider will compile the data and calculate billing amount in an excel sheet (as per annexure K). After this, the invoice will be generated with the signed copy of print-out of the excel sheet attached to it. The invoice should be submitted in SHSB by 10th of each month. If the agency fails to provide vehicle for operations on a duty day, then the proportional amount will be deducted as per the calculation formulae shown in column L of Annexure I.	Regional Warehouse/State Warehouse/ TBDC Centre/ District-wise monthly drug vehicle movement reports become the base data for generation of the monthly invoice. The duly signed monthly Drug Vehicle Movement Report must be generated by 5th day of next month. The service provider will compile the data and calculate billing amount in an excel sheet (as per annexure K). After this, the invoice will be generated with the signed copy of print-out of the excel sheet attached to it. The invoice should be submitted in SHSB by 10th of each month. If the agency fails to provide vehicle for operations on a duty day, then the proportional amount will be deducted as per the calculation formulae shown in column L of Annexure I of NIT.

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Sl. No	Page No	NIT Reference	As published in NIT	Amendments
vi	Page No. 25	Section VI, Clause 3, Point II Payment to agency, Point 3	3. SHSB will pay the agency for transport of products from warehouse at the rate agreed through the tendering process.	3. Payment will be made as follows: - SHSB will pay the agency for transport of products from warehouses at the rate agreed through the tendering process. - The service provider shall submit the invoice in SHSB by 10th of each month. Invoice should be enclosed with monthly Drug Vehicle Movement Report submitted by the Districts, RWH, TBDC and SWH. - If a District/RWH/TBDC/SWH does not submit the report by 10th day of the month, the Agency may attach self-attested Drug Vehicle Movement Report and prepare the invoice accordingly. 75% of the invoiced amount shall be paid to the Agency by SHSB. - Balance 25% shall be paid in the subsequent month's billing cycle after proper adjustments based on Drug Vehicle Movement Report received from the Districts/RWH/TBDC/SWH, penalty if any and other deductions.
vii	Page 09	Section- III Eligibility Criteria, Clause 1, Table Row 5	The bidder must provide self-attested scanned copies of (i) PAN Card, (ii) Income Tax Returns (ITR) for three consecutive assessment years out of four assessment years AY 2023-24, AY 2024-25 and AY 2025-26, and (iii) GST Registration Certificate (iv) ESI registration certificate	The bidder must provide self-attested scanned copies of (i) PAN Card, (ii) Income Tax Returns (ITR) for three consecutive assessment years out of four assessment years AY 2023-24, AY 2024-25 and AY 2025-26, and (iii) GST Registration Certificate (iv) ESI registration certificate (v) EPF Registration Certificate (Self-attested copy of EPF Registration Certificate to be submitted as documentary proof.

3. All changes/ modifications in NIT as above are binding to all bidders.
4. Other terms and conditions of the NIT shall remain the same.

11/10/2026

(Signature)

Executive Director
State Health Society Bihar

11/10/2026

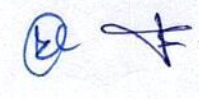
The bidder can be a sole legal entity (i.e., Company/Partnership/LLP/Proprietorship) or a group of two such legal entities (i.e., Company/Partnership/LLP/Proprietorship) represented by a lead partner coming together as a consortium to implement the project.

In case of Consortium, following minimum eligibility criteria shall apply:

S.No	Eligibility criteria for Bidders	Mandatory Documents
(i)	Each of the partners of the consortium, including the lead partner, should be an established entity; a company, a partnership firm or a proprietorship firm established under the Companies Act, 1956/ 2013, Partnership Act or Shops & Establishment Act, etc.	In the case of a consortium , apart from a copy of the certificate of incorporation/registration issued by the appropriate authority, to be provided by each of the partners, the consortium shall also submit: a) Board resolutions for bidding entities for individual partner(s) including lead partner in the consortium, as per format ' Annexure-S ' b) "Memorandum of Understanding - Consortium" in the format mentioned in ' Annexure -T '
(ii)	Both partners of the consortium should cumulatively own/ have tie-up with at least 16 vehicles/trucks of more than 4.0 ton payload capacity, 38 vehicles/trucks of 2.0 to 4.0 ton payload capacity and additionally 68 vehicles/trucks of less than 2.0 Ton payload capacity.	Each partner of the consortium (as applicable) should submit an affidavit sworn before notary mentioning the list of vehicles along with vehicle registration no. and name of the owner. In case of tie-up vehicles, consent letters of the owners must be enclosed with the affidavit. Also, photocopies of owner books of all the vehicles must be enclosed with the affidavit.
(iii)	In case of consortium, the cumulative average annual turnover must be at least Rs. 27.00 Crores from transportation of goods business during the last three Financial years (FY 2022-23, FY 2023-24 and FY 2024-25). Out of this, the average annual turnover of the lead partner must be at least Rs. 20.00 crore , while that of the other partner must be at least Rs. 07 crore from the transportation of goods business during this period i.e. FY 2022-23, FY 2023-24 and FY 2024-25.	For each of the consortium partners (i) Turnover certificate issued by a Chartered Accountant as per Annexure D (with UDIN) specifically mentioning turnover from transportation of goods business. (ii) Audited balance sheet and Statement of Profit & loss account for the Financial years FY 2022-23, FY 2023-24 and FY 2024-25.
(iv)	Either or both the partners of the consortium must be experienced in the transportation of goods business during each of the last three (3) Financial Years i.e. (FY 2023-24, FY 2024-25 and FY 2025-26), and at least the Lead Partner must also have executed transportation work of goods for State/Central Govt./PSU/ other Govt. entities during	Each partner of the consortium must submit (i) A list of clients and other relevant details in Annexure E (ii) Copies of Work Order/Contract agreement/MoU along with Corresponding

S.No	Eligibility criteria for Bidders	Mandatory Documents
	each of the last three (3) Financial Years i.e. (FY 2023-24, FY 2024-25 and FY 2025-26).	invoice(es)/Completion or Experience Certificate issued by the client i.e. State/Central Govt./PSU/ other Govt. entities.
(v)	For consortium, each of the partners including the lead partner must provide self-attested copies of (i) PAN Card, (ii) Income Tax Returns (ITR) for three consecutive assessment years out of four assessment years AY 2023-24, AY 2024-25 and AY 2025-26 , and (iii) GST Registration Certificate (iv) ESI registration certificate (V) EPF registration certificate	Each consortium partner must provide self-attested copies of 1) PAN Card 2) GST Registration Certificate 3) Copy of Income Tax Return filed and submitted by the bidder for three consecutive assessment years out of four assessment years AY 2023-24, AY 2024-25 and AY 2025-26. 4) ESI registration certificate 5) EPF registration certificate
(vi)	<u>For consortium, each of the partners including the lead partner must not be</u> (i) Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission (upload) of online bidding document. (ii) Each of the partners including the lead partner shall declare all ongoing litigations, it is involved in with any Government Agency/State/Central department/PSU.	Each partner of the consortium should submit Affidavit sworn before Public Notary/Executive Magistrate as per " Annexure - F "
(vii)	In case the bidder is a Consortium, it has to mandatorily form a Special Purpose Vehicle (SPV) and comply with the following additional requirements: a. Number of partners in a Consortium shall not exceed 2 (Two) members. b. Partners of the consortium shall nominate one partner as the "lead partner". The nomination(s) shall be supported by a Power of Attorney (PoA), as per the format mentioned in Annexure R.2 , signed by all the partner(s) of the consortium. The lead partner, then shall nominate a representative ("Authorized signatory") on behalf of the consortium, through a Power of Attorney (PoA) as per the format mentioned in Annexure R.1 . The authorized representative shall sign the proposal, which would be legally binding on all the partner(s) of the consortium. c. An individual bidder cannot be at the same time be partner of a Consortium submitting a bid for the project. Further, a partner of a particular bidder consortium cannot be partner of any other Bidder	



S.No	Eligibility criteria for Bidders	Mandatory Documents
	consortium submitting a bid. d. The partners of the consortium shall mandatory form a Special Purpose Vehicle (SPV) under Companies Act 2013 to execute the Project. e. The equity share for the lead partner shall be minimum 51% and for the other partner shall be minimum 26%, and all the partners shall hold it for the contract duration and any extensions thereof. f. Board resolutions for bidding entities for individual partner(s) including lead partner in the consortium, as per format "AnnexureS". g. Partners of the consortium shall enter into an agreement "Memorandum of Understanding (MoU) - Consortium" as per the format mentioned in "AnnexureT".	







AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs.100/- attested by notary public)

POWER OF ATTORNEY
(Lead partner of the consortium)

Know all men by these present, we _____ (name and address of the registered office of the legal entity (sole bidder or for consortium shall mean the lead partner) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ <name and address of residence> who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization or consortium of _____ <Name of the 1st partner> and _____ <Name of the 2nd partner> for "Hiring of Transport Services for Supply of Drugs, Consumables, Family Planning commodities and other supplies in the State of Bihar" (the "Project"), including signing and submission of all documents and providing information / responses to State Health Society Bihar (SHSB), representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____ day of 2026.

For _____

(Name, Designation and address)

Accepted

_____ (Signature)

(Name , title and address of the Attorney)

Date:

Note:

- (i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure , if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (ii) In case, an authorized director of the bidder/agency in case of a sole bidder or lead partner in case of a consortium signs the bid, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA), as mentioned below:
 - (a) Power of Attorney (PoA) – For Lead partner of the consortium, as per **Annexure -R.2**
 - (b) Board Resolutions of Bidding Entities in consortium, as per **Annexure – S**
 - (c) "Memorandum of Understanding (MoU) – Consortium", as per **Annexure – T**

Annexure -R.2

AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs. 100/- duly attested by notary public)

POWER OF ATTORNEY (For lead partner – given jointly by every partner of the consortium)

The State Health Society, Bihar (SHSB), Patna, intends to select agency via e-tendering **"Hiring of Transport Services for Supply of Drugs, Consumables, Family Planning commodities and other supplies in the State of Bihar"** (the **"Project"**) for a specified agreement period.

Whereas M/s <Mention the registered name and address of the 1st partner> and M/s <Mention the registered name and address of the 2nd partner> have formed a consortium and are interested in bidding for the project and implementing the project in accordance with the terms and conditions of the tender document, contract agreement and other connected document(s) in respect of the Project, and

Whereas, it is necessary under the tender document for the partner(s) of the consortium to designate one of them as a lead partner with all the necessary powers and authority to do for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium's bid for **"Hiring of Transport Services for Supply of Drugs, Consumables, Family Planning commodities and other supplies in the State of Bihar"** (the **"Project"**) or in the alternative to appoint one of them as the lead member, who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We M/s <Mention the registered name and address of the 1st partner> and M/s <Mention the registered name and address of the 2nd partner>, do hereby designate M/s <Mention the registered name and address of the lead partner>, being one of the partners of the consortium, as the lead partner of the consortium, to do on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium's bid for **"Hiring of Transport Services for Supply of Drugs, Consumables, Family Planning commodities and other supplies in the State of Bihar"** (the **"Project"**), including submission of proposal, participating in conference, responding to queries, submission of information/documents and generally to represent the consortium in all its dealings with the SHSB/DHS, or any person, in connection with Project until culmination of the process of bidding and thereafter till the contract agreement is entered into with the SHSB/DHS.



We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the day of 2026.

For

(a) M/s <Mention the registered name and address of the 1st partner> and

(b) M/s <Mention the registered name and address of the 2nd partner>

For..... (Name, designation and address of the 1st Partner)	For..... (Name, designation and address of the 2nd Partner)
--	--

Accepted

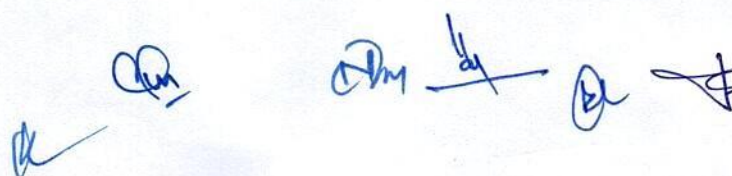
..... (Signature)

(Name , title and address of the Attorney)

Date:

Note:

- (i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under seal affixed in accordance with the required procedure.
- (ii) A certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney(PoA), as mentioned below:
 - (a) Power of Attorney (PoA) - For Lead partner of the consortium, as per **Annexure - R.2**
 - (b) Board Resolutions of Bidding Entities in consortium, as per **Annexure - S**
 - (c) "Memorandum of Understanding (MoU) - Consortium", as per **Annexure - T**



Board Resolutions for Bidding Entities*(Format for partners in a consortium (including lead partner))***a) Format for partners in a consortium (including lead partner)**

"Resolved that approval of the Board be and is hereby granted to join the consortium with M/s <Mention the registered name and address of the partner> for joint submission of bids to State Health Society, Bihar (SHSB) for selection of agency for "Hiring of Transport Services for Supply of Drugs, Consumables, Family Planning commodities and other supplies in the State of Bihar" (the "Project").

"Resolved further that the "draft "Memorandum of Understanding", to be entered into with the consortium partners (a copy thereof duly initialed by the chairman is tabled in the meeting) be and is hereby approved."

"Resolved further that Mr <Mention the name of the person>, <Designation> be and is hereby authorized to enter into a "Memorandum of Understanding", on behalf of the firm, with the consortium partners as mentioned above and to sign the bidding documents and execute a Power of Attorney (PoA) in favour of the firm M/s <Mention the registered name and address of the 1st partner> as Lead partner."

OR

(b) In case the partner(s) in the consortium is registered as a Proprietorship firm, then it shall be submitted the Affidavit (in the format below)

I <Mention the name of the proprietor> proprietor of the organization.....<Mention the name of the firm> join the consortium with M/s <Mention the registered name and address of the 1st partner> and M/s <Mention the registered name and address of the 2nd partner> for joint submission of bids to State Health Society, Bihar (SHSB) for "Hiring of Transport Services for Supply of Drugs, Consumables, Family Planning commodities and other supplies in the State of Bihar" (the "Project").

I as the proprietorship of the organization <Mention the name of the organization> am authorizing myself, to enter into a "Memorandum of Understanding", on behalf of the firm, with the consortium partners as mentioned above and to sign the bidding documents and execute a Power of Attorney (PoA) in favour of the firm M/s <Mention the registered name and address of the 1st partner> as Lead partner."

Signature

Name & Designation

"Memorandum of Understanding (MoU) - Consortium"

(On Non – judicial stamp paper of Rs. 100/- duly attested by notary public)

THIS **Memorandum of Understanding (MoU)** is entered into on this the day of..... 2026

AMONGST

1. {....., a company/society/trust incorporated/registered under the} and having its registered office at (hereinafter referred to as the **"First Part and Lead Partner"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a company/society/trust incorporated/registered under the} and having its registered office at (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the **FIRST and SECOND PART** are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

(A) State Health Society, Bihar (SHSB), Patna (hereinafter referred to as the "Procurer" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "Bids") by its Request for Proposal No. dated(the "RFP") for **"Hiring of Transport Services for Supply of Drugs, Consumables, Family Planning commodities and other supplies in the State of Bihar"** (the "Project").

(B) The Parties are interested in jointly bidding for the Project(s) as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project(s), and

© It is a necessary condition under the RFP that the members of the Consortium shall enter into a Memorandum of Understanding (MoU) and furnish a copy thereof with the Bid.

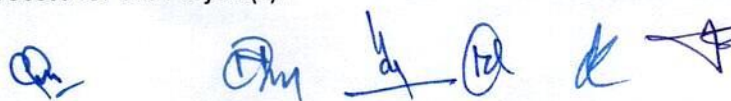
NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project(s).



1.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project(s), either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a separate entity a Special Purpose Vehicle (SPV) under Companies Act within 90 days of issue of the Letter of Intent(LoI) and shall be required to sign a contract agreement with SHSB for performing all its obligations as per the terms and conditions for the Project.

4. Role of the Parties

The Parties hereby undertakes that Party of the First Part shall be the Lead partner of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process including submission of Performance Security (PS)and until the obligations of the separate entity, SPV shall become effective under the Agreement.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project(s) and in accordance with the terms of the RFP and the Agreement, till the obligations of the entity formed by them becomes effective in accordance with the Agreement.

1.Shareholding in the SPV (*in case an Special Purpose Vehicle (SPV) is formed by the Consortium Members*)

1.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

(a) First Party:

(b) Second Party:

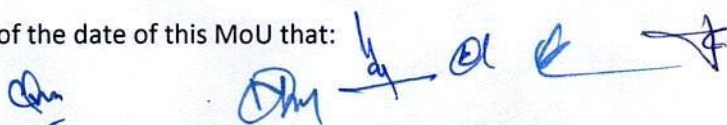
1.2 The Parties undertake that not less than 100% (one hundred per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times until the end of fifth anniversary from the signing of the MoU, be held by them.

1.3 Without prejudice to the above, it is expressly agreed by the Parties that prior approval of the SHSB shall be obtained in case of any change in the ownership of any member of the Consortium in the SPV. The consortium further agrees that each of the partners including lead partner in the consortium, whose Technical Capacity and Financial Capacity is evaluated for the purposes of qualification under the RFP, shall hold minimum 26% of the subscribed and paid up equity of the SPV until the end of the fifth (5th) anniversary from the signing of the MoU;

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the MoU.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this MoU that:



- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this MoU;
- (b) The execution, delivery and performance by such Party of this MoU has been authorised by all necessary and appropriate corporate or Procurer action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this MoU for the delegation of power and authority to execute this MoU on behalf of the consortium is annexed to this MoU, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, grant, concession, license or other Governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this MoU;
- (c) this MoU is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or threatened against it, to the best of such Party's knowledge, to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this MoU.

8. Termination

This MoU shall be effective from the date hereof and shall continue in full force and effect until the Termination of the contract agreement with SHSB and any such term/period extensions thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Memorandum of Understanding (MoU) will stand terminated in case the Bidder is not pre-qualified or upon return of the EMD by the SHSB to the Bidder, as the case may be.

9. Miscellaneous

9.1 This **Memorandum of Understanding (MoU)** shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this MoU shall not be amended by the Parties without the prior written consent of the SHSB.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND
DELIVERED

For and on behalf of

LEAD PARTNER by:

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

Notes:

1. The mode of the execution of the Memorandum of Understanding (MoU) should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under seal affixed in accordance with the required procedure.
2. Each Memorandum of Understanding (MoU) should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

