



राष्ट्रीय होमियोपैथी संस्थान
एक स्वायत्त संस्थान, भारत सरकार, आयुष मंत्रालय
निविदा आमंत्रण सूचना

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NOTICE INVITING BOQ BID TENDER FOR
AAYUSH AAHAR.

मिसिल सं/F. No: 8-621/NIH/IDY/Ayush-Aahar/2026 Date: 14/06/2026

Do not quote your price in this technical Bid

Headquarter: ब्लॉक-जी.ई. सेक्टर-3/Block-GE, Sector-III, साल्ट लेक कोलकाता-700106 Salt Lake, Kolkata-700106

Satellite Campus: Sector - A8, Chaudhary Ramdev Chowk, Narela, Delhi - 110040
Qksu ua@Ph. No. 033-2337-0969/70, E-mail: admin.nih@nic.in, Website:
<https://nih.ayush.gov.in>

Signature of the Bidder with date and Seal of the Firm/Company



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Introduction:

National Institute of Homoeopathy, 'NIH' is a premier Homoeopathic Medical Institute in India, aims to provide quality education and training to aspiring homoeopathic doctors, offers effective and affordable health care to millions of patients, and conduct leading-edge research in the field of homoeopathy. Formally inaugurated as an autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India on 10th December 1975. Currently it is under the administration of Ministry of Ayush, Govt. of India, after the establishment of Ministry of Ayush, Govt. of India in 9th November 2014.

The following valid documents duly certified by the Bidders must be uploaded in the CPP portal failing which the bid will be summarily rejected without any further communication from either side.

- a. PAN Card
- b. GST No.
- c. Valid Trade License
- d. Valid FSSAI Certificate
- e. Valid Udyam Regd./MSME Certificate if applicable
- f. E-Mail ID, Mobile No. Local Address
- g. Transaction details of Earnest money deposit
- h. Income Tax Return of last three financial years
- i. Document related to relevant experience and financial capabilities
- j. Sign on each page of the Notice Inviting Tender with date, put the seal/stamp of the bidding firm.

1. List of Important Dates:

Important Events	Date:	Time:
Date & Time of Publication of the Notice Inviting Tender	14.06.2026	19:00 Hrs.
Clarification starts date and time through Email:	14.06.2026	19:00 Hrs.
Clarification end date and time through Email:	15.06.2026	12:00 Hrs.
Last Date and time of off line Bid submission	17.06.2026	12:00 Hrs.
Date and Time of Opening of Technical Bid	17.06.2026	13:00 Hrs.
Date and Time of Opening of Financial Bid	17.06.2026	15:00 Hrs.

In case, any of the above dates falls on holiday, then the scheduled event shall be carried out on the next working day and no separate notice in this regard will be issued.

2. GENERAL TERMS AND CONDITIONS OF THE CONTRACT:

- 2.1 **Place of Supply: Aayush Aahar, Main venue (Red Road), Millan mela/ place where ever assigned by institute**

Debarred Bidders:

Bidders who are debarred for participation in tenders in pursuance to the Office Memorandum No. F. 1/20/2018-PPD, Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India dated 02 November 2021 are not eligible to apply for the tender. Participating Bidders are required to submit one declaration in prescribed format to that effect.

- 2.2 **Cost of Tender Document:**

Free of cost

- 2.3 **Bid Validity – Till completion of IDY 2026**

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The bid must remain valid for a period of till completion of IDY 2026 from the date and time of opening of financial bid. Participating bidder must agree to increase the period of bid validity in case it is required by the Director, NIH.

2.4 Estimated Bid Value: ₹ 45.00 Lakh approx. inclusive of all taxes

- a. The approximate estimated bid value is ₹45.00 Lakh (Rupees Forty-Five Lakh only) inclusive of all taxes, charges, cess, etc.
- b. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also, this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

2.5 Earnest Money Deposit: 2% of the estimated bid value

- a. The Bidder may calculate and deposit the EMD @ 2% of the estimated bid value (inclusive of all taxes, charges, cess, etc.).
- b. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the vendors and is also not going to have any impact on bid participation. Also, this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the NIH based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

2.6 Performance Security Deposit: 3% of the supply order

- a) It will be mandatory for the successful bidder to deposit 3% of the supply order as Performance Security Deposit within one day from the date of intimation.
- b) Performance Security Deposit may be furnished in the form of insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's (NIH, Kolkata) interest in all respects.
- c) Non-submission of performance security deposit within the specified time shall lead to forfeiting of the earnest money deposit.
- d) If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.
- e) The Performance Security deposit must remain valid for a period of sixty days beyond the period of contract and/or till the completion of the of all the obligations under this contract.
- f) In this tender for a period of not less than 3 days from the date of issue of the performance security deposit in any form.
- g) In case of extension of the contract period, the validity of performance security deposit must be extended for equivalent period of time.
- h) The payments to the seller by the buyer shall be processed only after receipt and verification of the genuineness of Performance Security as per the Reserve Bank of India guidelines issued in this regard from time to time.

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- i) The successful bidder must ensure that the performance security deposit remains valid at the time of submission of bills for reimbursement, failing which the bills will be processed only after revalidation and resubmission the performance security deposit.
- j) No interest shall be payable upon the Performance Security / PBG or any other amounts payable by the Seller to the Buyer under the Contract.
- k) Performance security deposit shall be refunded to the successful bidder without any interest only after satisfactory completion of all the obligations under this contract and on submission of application for this purpose.
- l) Unclaimed performance security deposit shall be forfeited after three years, from the date of completion of all the obligations under this contract without any communication.

2.7 Bank details for online transaction:

For Performance Security Deposit, Earnest Money Deposit and cost of tender document can be remitted to the following Account.

Account No. 294601 0000 9011
IFSC Code: BARB0SALCAL (5th Character is zero)
Name of the Account Holder: National Institute of Homoeopathy
Name of the Bank: Bank of Baroda
Branch: HA-10, Sector-III, Salt Lake, Kolkata-700097

2.8 Mode of Submission of Bid: Off line through Institute.

This is a two bid system bid (Technical and financial bid). The intending eligible bidders are required to upload the bid. The seller cannot claim for any minimum or maximum order quantity or additional payment of any kind other than the price agreed upon at the time of issue of supply order.

2.9 Make in India: Local Content 100%

All the items under this contract shall be made in India. The local content shall be 100%. No item under this contract shall be sourced or imported from any country sharing land border with India.

2.10 Evaluation of Bid: Least Cost System (LCS)

- Under the Least Cost System Procedures, the financial bids of the technically qualified bidders will be opened.
- **Unit Price quoted must be including GST, statutory taxes, etc and including transport.**
- **Bidder must quote Unit Price for each of the listed item for mentioned in the financial bid along with GST, statutory taxes, etc and including transport.**
- **Technically qualified Bidder who shall quote the lowest price for all the items taken together will be the L-1.**
- **In case of multiple L-1 Bidders, the Buyer (NIH) will have the right to issue supply order to any one, more than one or all the L-1 Bidders at his discretion, without assigning any reason/explanation/clarification/communication /intimation to the remaining L-1 Bidders.**
- The Evaluation Committee will put up a report on financial evaluation of the technically qualified bidders to the competent financial authority along with the recommendation that the least cost proposal (L-1) can be approved / invited for negotiation and for final award of contract, for each individual item.
- During tender evaluation, NIH, Kolkata may, at its discretion, ask the bidder for a clarification of its tender. The request for clarification and response shall be in writing, and no change in the price or substance of the tender shall be sought, offered or permitted.

2.11 Clarification:

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- Any future clarification(s) and / or corrigendum(s) Addendum etc. shall be uploaded in institute website and it will be treated as the part of NIT and equally binding upon all the intending bidders.
- Participating bidder must comply to all such clarification, corrigendum, addendums, etc. while uploading his bid.
- Any queries specifically in respect of the tender can only be submitted through email nihistoresection@gmail.com in the prescribed format.
- NIH, Kolkata is not responsible for replying to any queries not related to this tender or queries in any other format or beyond the last date and time of submission of queries as per scheduled of the institute website..
- Format for submission of Query through email nihistoresection@gmail.com within **15.06.2026 12.00pm**

Sl. No.	Page No. of NIT	Heading	Query

2.12 Eligibility Criteria (Technical Bid)

a. Office at Kolkata:

For participating in the tender, bidder must have a registered Local/ Branch/ Head Office at Kolkata with valid Trade License for supply of food items.

b. Signing of Pre-Contract-Integrity Pact

Signing of pre-contract-integrity pact both by the Bid inviting authority and prospective bidder shall be the prerequisite for participating in the tender.

c. The minimum average annual financial turnover:

The minimum average annual turnover of the bidder during the last three years, ending on 31st March of the previous financial year, must be minimum 20% of the estimated bid value. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution/ incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be considered for these criteria.

d. Years of past experience required:

The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the financial year.

e. Relaxation to MSEs/ Startup:

- Eligible MSEs may avail relaxation in earnest money deposit, turn over and past experience criteria on uploading valid *Udyam* Registration Certificate issued by Competent Authority (Ministry of Micro, Small & Medium Enterprises, Govt. of India) subject to condition that it is fulfilling the General and Specific Terms conditions of the Notice Inviting Tender.
- Recognized Startups may avail relaxation in earnest money deposit, turn over and past experience criteria on uploading valid Registration Certificate issued by Competent Authority (Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt. of India) subject to condition that it is fulfilling the General and Specific Terms conditions of the Notice Inviting Tender.

f. Relevant Experience of Similar Services:

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The Bidder must have successfully executed / completed in last 3 years ending last day of month previous to the one in which applications are invited to any Central / State Govt Organization / PSU / Public Listed Company: -

i. One similar completed work costing not less than the amount equal to 30% of the estimated bid value.

- Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.
- In support of experience past performance and capacity, capability should be authenticated by the person authorised to sign the tender on behalf of the bidder. Original documents must be submitted for inspection if required.
- **Upload the following valid documents during the bidding**
 - i. **Minimum average annual financial turnover** certificated by **Chartered Accountant**
 - ii. **Years of past experience required** certificated by **Chartered Accountant**
 - iii. **Relevant Experience of Similar Services**
 - iv. **Copy of G.S.T registration and return certificate.**
 - v. **Copy of PAN Card**
 - vi. **Copy of IT Returns of the previous three financial years**
 - vii. **Copy of Valid Trade License for supply Food Items & FSSAI Certificate**
 - viii. **From A to G**
 - ix. **Valid DPIIT/Udyam Registration Certificate wherever applicable**
 - x. **Transaction Statement towards cost of Tender Document and EMD wherever applicable**

2.13 Final Price:

Prices quoted by a prospective bidder must be final in all respect. Any request for additional payment or advance payment for any purpose will not be considered. The deduction of Income Tax from the bills of the contractor will be made at source under Income Tax Act as applicable from time to time and TDS on GST will also be deducted if applicable from time to time.

- a. NIH, Kolkata shall reimburse the GST in terms of notification No. 12/2017 – Central Tax Rate Dated 28/06/2017 and as amended from time to time.
- b. The bill amount will be credited to the Bank of the Seller through PFMS mode by NIH, Kolkata, after deducting TDS, penalty, etc. if any during the period of contract.
- c. The bidder shall have no right to put any condition in any manner that only after receipt of the bill amount, he will carry out the contract. In all such conditions Director, NIH, Kolkata will have every right to forfeit the performance security amount of the bidder without assigning any reason or communication to the bidder; it may even lead to debarment of the bidder as per Govt. of India instructions in this regard.
- d. Claim for any advance payment shall not be considered by Buyer.

2.14 Disclaimer:

- a. Director, National Institute of Homoeopathy, Kolkata reserves the right to amend or withdraw or cancel the whole NIT and/or any or all the terms and conditions contained in the Tender Document including period of contract or to reject any or all tenders without giving any notice or assigning any reason by issue of addendums, corrigendum, etc. and all such addendums, corrigendum shall be part of the tender document. The bidders are required to submit their bids including such corrigendum

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- and addendum. The decision of the Director, National Institute of Homoeopathy in this regard shall be final and binding upon all the bidders.
- b. Director, NIH, Kolkata reserves the right to amend any of the clauses of the agreement or to add any fresh clause to the agreement from time to time. The rider agreement in this regard will be executed within fifteen days of amendment or changes. Further Director, NIH, Kolkata reserves the right to extend or reduce the stipulation in any clause in the tender in order to meet operational exigencies. The decision of the Director, NIH, Kolkata in this regard shall be final.
 - c. NIH, Kolkata issues this Tender document only to inform potential bidders about the tender process. NIH, Kolkata and its Officials are not liable for any consequences of issuing this document.
 - d. The information contained in this Tender document or subsequently provided to applicant(s), whether verbally or in documentary or any other form, by or on behalf of NIH, Kolkata or any of its Officials or employees, is provided to applicants(s) on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.
 - e. This Tender document is not an agreement or offer by NIH, Kolkata to prospective Applicants or any other person. This Tender document includes statements, which reflect various assumptions and assessments arrived at by NIH, Kolkata in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require.
 - f. This Tender document is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by NIH, Kolkata, its respective Officials or employees in relation to the accuracy, adequacy or completeness of such information or statements made nor shall it be assumed that such information or statements will remain unchanged.
 - g. Each applicant should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumption's assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.
 - h. This Tender document may not be appropriate for all persons, and it is not possible for NIH, Kolkata, its Officials or employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.
 - i. Nothing in this Tender document shall be construed as legal, financial or tax advice. NIH, Kolkata will not be liable for any costs, expenses, however so incurred by the Applicants in connection with the preparation or submission or their Application. NIH, Kolkata reserves the right to amend this Tender document or its terms and any information contained herein or to cancel the process or altogether instruct to abandon the work at any time by an immediate notice, in writing, to the Applicants.
 - j. NIH, Kolkata also accepts no liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this Tender document.
 - k. NIH, Kolkata may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender document.

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- l. NIH, Kolkata reserves the right to change/modify/amend any or all of the provision of this Bid document at any stage. Such change shall be notified to all bidders who have bought the tender document.
- m. No person other than the following authorised person of the NIH, Kolkata, has been authorised by NIH, Kolkata to give any information or to make any representation not contained in this Tender document and, if given or made, any such information or representation shall not be relied upon as having been so authorised. All representations/queries etc. pertaining to this document may be addressed to Director, NIH, Kolkata in the prescribed proforma.

2.15 Penalty: 0.5% of the total bill value for each day of delay in supply

In the event of unsatisfactory service, frequent no-response, poor quality of materials or workmanship, delayed service response, repeated/ persistent complaints from users, non-supply of contract items, undue downtime, sub-standard or failure to provide items in terms of quantity and quality, etc. will be sufficient enough for imposing penalty on the seller by the buyer. It shall be righteous for NIH, Kolkata for imposing penalty on the seller for default at any time in uninterrupted and satisfactory execution of the service.

- A. The items will be supplied as per the following schedule, failing which Buyer shall deduct 0.5% of the bill value as late delivery charge for each day of delay in supply.

2.16 Payment of Taxes and Duties:

The seller shall be responsible for payment all such taxes, charges and duties as applicable under any Act or Law for conduction of business and provide the documentary evidence of the same as and when required by the buyer.

2.17 Liability under Labour Laws:

NIH, Kolkata or any of its employees will not be liable for any kind of liability arising out of Labour Laws or any Law (s) of the Land in force incurred by the Seller.

Period of Contract: Till completion of International Yoga Day 2026.

2.19 Termination of Contract:

Director, NIH, Kolkata shall be at liberty to terminate this contract, if it considers that the services of the agency are not satisfactory or the service is not required further by the Institute after giving prior notice of one days. Further, in case of exceptional circumstances, Director, NIH, Kolkata reserves its right to terminate the contract without prior notice.

2.20 Correction of errors in the NIT:

Director, NIH, Kolkata reserves the right to make necessary corrections to the errors viz. typographical errors, misprints, errors in numbers, symbols, etc. observed in the notice inviting tender at any time during the course of the tender process and such corrections shall form the part of the notice inviting tender and binding upon all the participating bidders.

2.21 Terms of Reference for Arbitration and Mediation Clause:

- The Terms of Reference for Arbitration and Mediation will be the Office Memorandum vide No. F.1/2/2024-PPD dated 3rd June 2024 (https://doe.gov.in/files/circulars_document/Guidelines_for_Arbitration_and_Mediation_in_Contracts_of_Domestic_Public_Procurement.pdf) issued by the Policy, Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India as amended thereafter from time to time.
- In case of any dispute or difference arising out of or in connection with this contract, the authorized officials of both the parties will try to resolve the matter through mutual discussions;

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- and in the event or there being no resolution; the matter shall be referred for arbitration to a sole arbitrator to be appointed by the NIH. The Arbitration and Conciliation Act, 1996 will be applicable for the arbitration proceedings
- There will be no objection to the contractor that the Arbitrator is in service of the 'NIH, Kolkata' and that he had dealt or to deal with the matters to which the contract relates or that in the course of his duties as an employee of the NIH, Kolkata - he had expressed view on all or any of the matters in dispute or difference.
- The Arbitrator shall give reasoned and speaking award. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reasons, it shall be lawful for the 'NIH, Kolkata' to appoint another arbitrator in place of outgoing arbitrator in the manner aforesaid.
- The cost of arbitration including the fees of the Arbitrator shall be borne by both the parties equally and will be adjusted, if required, after the award of arbitrator.
- Each party shall be responsible for its own costs and professional fees, etc. if any.
- The venue of arbitration shall be Kolkata.
- The proceedings shall be in English/Hindi language.

2.22 Force Majeure:

In the event of any unforeseen events which is beyond the control of both seller and buyer interfering directly or indirectly with the supply of the ordered items arising during the contract in force such as wars, insurrections, restraints/lockdowns/containment measures/ closures declared by Govt., Act of Legislature or other authority, explosion, accident, strike, riot, act of public enemy, acts of God, sabotage, the seller shall intimate the buyer within seven days from the commencement thereof, notify the same to the buyer with reasonable evidence thereof. If the said property remains inaccessible for more than seven days for the reasons stated above then the period of contract will be further extended for the period for which it remained inaccessible.

2.23 Court of Jurisdiction:

This shall be subject to the exclusive jurisdiction of Courts at Kolkata, West Bengal.

2.24 Pre-Contract Integrity Pact:

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20_____, between, on one hand, the **President, Governing Body, National Institute of Homoeopathy, Kolkata, an Autonomous Institution, Ministry of Ayush, Govt. of India** acting through **Dr. Pralay Sharma, Director, National Institute of Homoeopathy, Kolkata an autonomous Institute, Ministry of Ayush, Govt. of India**, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure _____ (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the

Signature of the Bidder with date and Seal of the Firm/Company



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matter and the BUYER is an autonomous Institute under the Ministry of Ayush, Govt. of India performing its functions on behalf of the President, Governing Body, NIH, Kolkata NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

A. Commitments of the BUYER

- a. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- b. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- c. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

B. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

C. Commitments of BIDDERS

- The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
- The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to

Signature of the Bidder with date and Seal of the Firm/Company



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any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- D. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- E. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised Government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- F. The BIDDER, either while presenting the bid or during precontract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the service agreed upon for such payments.
- G. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- H. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- I. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- J. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- K. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- L. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of the any of the officer of the BUYER, or alternatively, if any relative of an Officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- M. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- N. **Previous Transgression**
- The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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- The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

O. **Earnest Money (Security Deposit)**

- While submitting commercial bid, the BIDDER shall deposit the performance security to be specified in Request for Proposal (RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- Bank Draft or a Pay Order in favour of Director, National Institute of Homoeopathy, payable at Kolkata
- A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- Any other mode or through any other instrument (to be specified in the Request for Proposal (RFP)).
- The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

P. **Sanctions for Violations**

- I. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- II. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(S) would continue.
- III. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed.) shall - stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- IV. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- V. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India. while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- VI. To encash/revoke the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

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- VII. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- VIII. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- IX. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- X. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- XI. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- XII. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- XIII. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

J. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

K. Independent External Monitors [IEMs]

Shri M. Akhaya

Quarter No. A-14, VIP Colony

Nayapalli, Bhubaneswar,

Odisha – 751015

Contact No. – 9868844470

e-mail: akhaya61@gmail.com

- I. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- II. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- III. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- IV. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement including minutes of meetings.
- V. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

Signature of the Bidder with date and Seal of the Firm/Company



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- VI. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.
- VII. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

L. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

M. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

N. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

I. Validity

- The validity of this Integrity Pact shall be from date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- In the event of any dispute between the management and the contractor relating to those

II. contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the Panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. (5.13)

III. A person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter. (3.8)

IV. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. (3.9)

V. Any violation of the Integrity Pact would entail disqualification of the BIDDERS and exclusion from future business dealings, as per the existing provisions of GFR 2017, PC Act. 1988 and other financial rules/ guidelines, etc. as may be applicable to the organisation concerned. (2)

Signature of the Bidder with date and Seal of the Firm/Company



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VI. The parties hereby sign this Integrity Pact at _____ on _____

VII. BUYER

BIDDER

Dr. Pralay Sharma

CHIEF EXECUTIVE OFFICER

Director

National Institute of Homoeopathy

An autonomous Institute

Ministry of Ayush, Govt. of India

Witness

Witness

1.

1.

2.

2.

Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Do not quote your price in this technical Bid

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

2.26 Descriptions and Specification of Items under Ayush Aahar with appropriate pack along with multi colour branding as provided by Buyer as per FSSAI guidelines, preferably 21.5cm in length and 4cm height. Each packet shall contain the following items:

Sl No	Item	Quantity	Weight g/bottle	Approximate Energy
1	Jhalmuri-50 g	1 pkt	50 g	360 Kcal
2	Sweet Millet Biscuits (Bajra+Jowar)-50g	1 pcs foil packing	50 g	250 Kcal
3	Salted Millet Biscuits (Bajra+Jowar)-50 g	1 pcs foil packing	50 g	250 Kcal
4	Coconut Water (Tetra Pack)- 140 ml	1 pack	140 ml	35-45 Kcal
5	Banana- 1 pcs (Standard size)	1 pcs	1 pcs (Standard size)	100 Kcal
6	Peanut Chikki-10 g x 2 pieces	2 pcs	10 g each	100 Kcal
Total				1060 Kcal

The vendor may provide following details while coating the price

Sl. No.	Items	Quantity	Query	Weight g/bottle	Approximate Energy	Price
1						
2						
Total						

2.27 Read carefully before quoting your price.

- The prospective bidders should quote the seasonal price for above mentioned items.
- The required number of packets - 50,000 packets as per FSSAI guidelines.**
- The Lowest Bidder (L1) is determined by adding up the total price of all the items. The bidder with the lowest total price will be considered as L1.
- If a bidder doesn't quote any price for one or more items and still becomes the Lowest Bidder (L1), it's understood that he agrees to provide those items for free.
- The sample of a packet with the above-mentioned items shall be provided to the institute for assessing the quality index before the opening date of technical bid.**
- The above items will be supplied as per the following schedule, failing which Buyer shall deduct 0.5% of the bill value as late delivery charge for each day of delay in supply.
- The above items will be supplied as and when required.
- The price quoted must be exclusive of all viz. GST, taxes, transportation charge, handling charge, etc.
- The successful bidder must deliver the items in the Main venue (Red Road), Milan mela and other venue as and when required by institute.
- The "approximate quantity required" shown in the above table is indicative only.

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- K. The bidder will not have any right to claim or decide the minimum or maximum order quantity. Only approximate quantity required is shown in the Bid Document.
- L. Buyer does not guarantee any minimum or maximum order quantity for any of the items.
- M. Director, NIH reserves the right to increase or decrease the supply order quantity up to 25% (Twenty-five Percent) from the 'approximate quantity required' at the time of issue of supply order.
- N. The price quoted by the Bidder must be the unit price of the item inclusive of all taxes, etc.
- O. The final unit price quoted by the bidder for each item shall be irrespective of the minimum or maximum order quantity; rather irrespective of order quantity.
- P. On mutual written agreement, both the buyer (NIH) and the seller (Bidder) may maintain the fixed price of the items for an additional two-years period. However, this agreement is subject to the condition that any penalty imposed by the buyer on the seller does not exceed 5% of the total supply order issued to the seller. Furthermore, NIH will not entertain any requests for price escalation or claims related to minimum or maximum order quantities.
- Q. Either the Buyer (NIH) or the seller (Bidder) may cancel the agreement due to market price fluctuations, provided they give a written notice at least fifteen days in advance.
- R. If the seller (Bidder) provides a written notice to cancel the agreement, the Buyer (NIH) retains the right to place its final order for the items, regardless of the quantity. The seller must accept and complete the delivery of this last order as per the price, terms and conditions agreed upon without any claim for price escalation or advance payment.
- S. Any claim for advance payment or delaying tactics in fulfilling supply orders due to pending payments will result in the Buyer (NIH) having the right to take the following actions:
- Forfeit the performance security deposit partially or fully.
 - Impose penalties.
 - Blacklist the bidder, in accordance with the existing rules of the Government of India.
- T. No item should be quoted at a price above the Maximum Retail Price (MRP) printed on it.
- U. The date of manufacturing, date of expiry, FSSAI Number, and storage instructions must be clearly legible on all packaged food items.
- V. All food items including Banna and coconut water must be fresh and without contamination.
- W. The above-mentioned food items should be delivered on 20/06/2026 before 1pm.
- X. Any item delivered is found to be defective in terms of quantity, quality, or if it is damaged or expired, the bidder shall promptly replace it with a fresh item at no additional cost.

Signature of the Bidder with date and Seal of the Firm/Company



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FORM – A - Acceptance of Tender Conditions

(On the letterhead of the Firm)

Ref No. _____

Date: _____

To

The Director
National Institute of Homoeopathy,
Block-GE, Sector-III, Salt Lake,
Kolkata – 700106

Sub: Acceptance of Tender Conditions-regarding

Ref:

Dear Sir,

1. I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
2. The contents of Clause of the Tender documents (Instructions to Bidders) have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/conditions(s) (except unconditional rebate on price, if any) in the tender. In case this provision of the tender is found violated at any time after opening of the financial bid, I/we agree that the tender shall be summarily rejected by NIH.
3. I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements. In case this provision of the tender is found violated at any time before the opening of the price bid/Award, I/we agree that the tender/Award shall be summarily rejected and NIH shall, without prejudice to any other right or remedy be at liberty to forfeit any other amount payable under this contract absolutely.
4. I/we will provide the requisite items as per specification and satisfactory service as and when required by NIH, Kolkata.
5. If I/we will not fulfil the minimum qualifying criteria of the tender I/we not lodge any claim for opening of price part of the tender.
6. I/we declare that I/we are not debarred for participation in tenders in pursuance to the Office Memorandum No. F.1/20/2018-PPD, Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India dated 02 November 2021.

Yours faithfully,

Place:

Date:

(Signature of the Bidder) with rubber stamp

Signature of the Bidder with date and Seal of the Firm/Company



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FORM – B - Structure of Organisation
(On the letterhead of the Firm)

1.	Name and address of Bidder	
2.	Telephone No. / Fax No. / e-mail ID	
3.	Legal status of the Bidder (attach copies of original documents defining the legal status)	
	The Bidder is:	
(a)	An Individual	
(b)	A proprietary Firm	
(c)	A Firm in partnership	
(d)	A Limited Company (Private or public) or Corporation	
4	Particulars of registration with various Government bodies/Organization. (Attach attested photocopy)	
5.	Name of Proprietor / Partners /Directors with their addresses. Mobile & Telephone numbers, Fax, E-mail address	
6.	Designation of individuals authorized to act for the organization.	
7.	Has the Bidder, or any constituent partner in case of partnership firm ever been debarred/ black listed for tendering any organization at any time? If so, give details	
8	Other Details (valid copies to be enclosed) a. Trade License No valid up to: b. PAN No. c. GST Registration No. d. Labour License No. e. UDYAM / DPIIT Registration Certificate if applicable f. FSSAI Certificate	
9	Any Other Information considered necessary but not included above	
	Seal of Bidder	Signature of the Bidder

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FORM – C - Financial Information
(On the letterhead of the Firm)

I. Financial Analysis: Details to be Furnished duly Supported by figures in Balance Sheet / Profit & Loss account for the last Three years duly certified by the Chartered Accountant, as submitted by the Bidder to the Income tax Department (certified copies to be attached)

Sl. No.	Financial Years	Gross Annual Turnover	Profit/Loss	Net Worth
A.	2025-26			
B.	2024-25			
C	2023-24			
	Average of the above Three Years			

II. Financial Arrangement for carrying out the works

Signature of Chartered Accountant with Seal Seal and Signature of the Bidder

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FORM – D - Details of all Similar Works Completed during Last Seven Years
(On the letter head of the Firm)

1. Sl. No.	2. Name of the Work /Project & Location	3. Owner of the Organisation	4. Value of works at Completion	5. Total Output Capacity per Hour per Liter	6. Date of Commencement as per Contract	7. Stipulated Date of Completion	8. Actual Date of Completion	9. Litigation/ Arbitration/ Pending in progress	10. Name and Address/ Telephone No. of Office to whom reference is to be made	11. Remarks

Signature of the Bidder with Seal

Do not quote your price in this technical Bid

Signature of the Bidder with date and Seal of the Firm/Company



राष्ट्रीय होमियोपैथी संस्थान
एक स्वायत्त संस्थान, भारत सरकार, आयुष मंत्रालय
निविदा आमंत्रण सूचना

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FORM – E - Litigation History
(On the letter head of the Firm)

Sl. No.	Name of the Work	Client	Type of Case (Court Case/ Arbitration Case)	Date of Registering of Case	Name of the Address of the Court or Arbitrator	Amount Involved	Present Status	Remarks (if any)
1.	2.	3.	4.	5.	6.	7.	8.	9.

Signature of the Bidder with Seal

Note: Bidder has to submit the details of last five years in respect of Court Cases/ Arbitration Cases.

Do not quote your price in this Technical Bid

Signature of the Bidder with date and Seal of the Firm/Company



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एक स्वायत्त संस्थान, भारत सरकार, आयुष मंत्रालय
निविदा आमंत्रण सूचना

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FORM – F - Bank Account Particulars for PFMS
(On the letter head of the Firm)

Sl. No.	Description	Particulars
1.	Name of the beneficiary	
2.	Bank Name	
3.	Bank Address	
4.	Bank Branch Code	
5.	Account No.	
6.	IFSC Code	
7.	MICR No.	

Date and Place:

Signature of the Bidder with Seal

Do not quote your price in this technical Bid

Signature of the Bidder with date and Seal of the Firm/Company



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निविदा आमंत्रण सूचना

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FORM – G - Letter of Transmittal
(On the letter head of the Firm)

From:

To
The Director,
National Institute of Homoeopathy,
Block-GE, Sector-3, Salt Lake,
Kolkata-700106.

Sub: Open short tender enquiry through website for Ayush Aahar Items as when required places-Reg

Sir,

Having examined the details given in NIT and Application documents for the above work, we hereby submit our qualification and relevant documents.

1. We hereby certify that all the statements made and information submitted in the enclosed Form 'A' to 'H' and accompanying statements are true and correct to the best of our knowledge and belief.
2. We have furnished all information and details necessary for pre-qualification and have no further pertinent information to submit.
3. We authorize the National Institute of Homoeopathy Or their representatives to approach individuals, employers, firms and corporations to verify our submittals, competency and general reputation.
4. We hereby confirm that we have read and understood all the stipulations and given prequalification shall be final and binding on us.
5. We have submitted the following certificates in support of our meeting-the minimum qualifying criteria of completed work(s) specified under relevant experience for having successfully completed the following works.

Sl. No.	Name of the Work	Certificate from
1		
2		
3		

Enclosures:
Date of Submission

Signature of the Bidder
(Seal of the Bidder)

Signature of the Bidder with date and Seal of the Firm/Company