

NATIONAL COMMISSION FOR HOMOEOPATHY.

61-65, Institutional Area, Janakpuri, New Delhi-110058.

Email id: nchindia21@gmail.com, website: nch.org.in

Phone: 011-28522906

NOTICE INVITING TENDER FOR HIRING OFFICE ON RENT BASIS



National Commission for Homoeopathy

Notice of Inviting Tender for Hiring Office on Rent Basis

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**NATIONAL COMMISSION FOR HOMOEOPATHY,
61-65, INSTITUTIONAL AREA, OPP. D-BLOCK, JANAKPURI,
NEW DELHI-110058.**

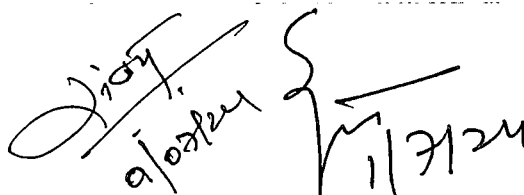
File No: GA-20/1/2024-NCH

Date: 1.7.2024

Notice Inviting Tender

**NOTICE INVITING TENDER FOR HIRING OFFICE SPACE ON RENT
BASIS IN GOVT./ PRIVATE SUITABLE
COMMERCIAL/INSTITUTIONAL/OFFICE BUILDING FOR SETTING
UP OF AN OFFICE FOR CARRYING OUT ITS ACTIVITIES OF
NATIONAL COMMISSION FOR HOMOEOPATHY (NCH).**

1. NCH has been constituted by an Act of Parliament which came into existence on 05.07.2021. NCH requires **fully furnished and centrally air-conditioned** office accommodation (non-residential) on rental basis within the jurisdiction of Delhi preferably at Janakpuri, Dwarka and nearby places.
2. The covered area required is **30,000 sq. ft.** approximately.
3. Interested owners or the person having valid power of authority of the proposed premises, can also obtain a hard copy of the Tender document containing the detailed terms and conditions along with the proforma for Technical bid and Financial Bid from National Commission for Homoeopathy, 61-65, Institutional Area, Opp. D-Block, Janakpuri, New Delhi-110058. The proposal/quotation should be submitted on GeM portal essentially alongwith a physical copy to NCH before 21.7.2024. Overwriting, alterations etc. in the bid should be avoided. Technical and financial bids must be separately enveloped. Both envelopes should be enclosed in larger envelope duly sealed and superscribing "**NIT for hiring office space on rent for National Commission for Homoeopathy**".
4. The complete proposal should be submitted on GeM portal and a copy of the same the **Secretary, National Commission for Homoeopathy, 61-65, Institutional Area, Opp. D-Block, Janakpuri, New Delhi-110058** latest by **10:00 A.M. on 22.7.2024** with the attested copies of the ownership

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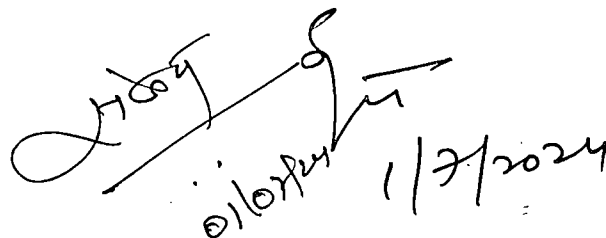
documents of the premises, copy of the building plans approved by the respective authorities and up to date receipts of the payments of Municipal/property Tax of the proposed premises, by speed post/courier or directly.

5. The owner(s) should submit an Affidavit on stamp paper of Rs. 500 that the proposed building is free from litigation and any encumbrance or disputes in any manner and the bidder is sole owner of this building.
5. The tenders so received shall be opened on **22.7.2024 at 10.30 AM** in the National Commission for Homoeopathy, 61-65, Institutional Area, Opp. D-Block, Janakpuri, New Delhi-110058.
6. Competent Authority of NCH, reserves the right to accept or reject any or all the offers without assigning any reason thereof.

Secretary

Encl:

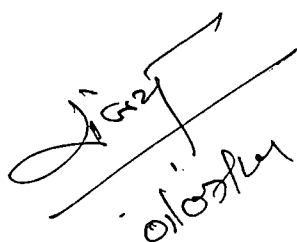
1. Instructions to Bidders (Annexure- I)
2. Terms and conditions (Annexure -II)
3. Undertaking regarding limitation of fair rent as assessed by CPWD (Annexure-III)
4. Copy of the Directorate of Estates (Policy-III Section), Ministry of Urban Development OM no. F. No. 16011/1/2011-Pol.III, dated 18th Feb, 2016 and dated 3.9.201 reg. **Standard Lease Agreement (SLA) for hiring of private building by the Central Govt. for office accommodation. (Annexure-IV & V)**
5. Proforma for Technical bid (PROFORMA-A)
6. Technical Evaluation (PROFORMA-B)
7. Proforma for Financial Bid (PROFORMA-C)
8. Proforma for Integrity Pact (FROFORMA-D)

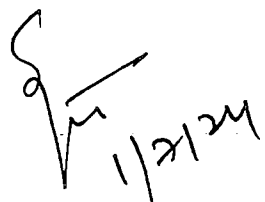

11/7/2024

Annexure -I

INSTRUCTIONS TO BIDDERS:

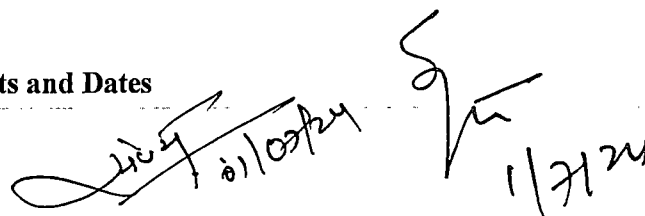
1. The bidder has to sign and affix their seal/ stamp on all the papers of the bid given to NCH.
2. Technical and financial bids must be separately enveloped.
3. The price bid/financial bid shall contain the proforma given in 'PROMORMA-D' only and shall not contain any other information/document and shall be in sealed envelope. It shall be free from cutting and overwriting and should not contain any other information/document/conditions, failing which the bid may be rejected.
4. Pre-bid meeting for the Interested bidders is scheduled on 5th July 2024 between 3:00 to 4:00 pm.in .office of NCH during for any clarifications.
5. The bidder has to meet the Technical Bid Evaluation Criteria as per **PROFORMA-C** for qualification purpose.
6. Bids received after 10.00 AM on 22nd July 2024 shall not be entertained.
7. After opening of Technical Bid, the original documents as per requirement of the tender document would be verified by this office during technical evaluation of the bids. NCH reserves the right to seek any document in original related to the premises on hire for verification at any stage of tender process. NCH also reserve the right to claim processing cost and damages from the respective bidder.
8. In the event of any of the above-mentioned dates being subsequently declared as a holiday/closed day for this office, the tenders will be opened on the next working day at the scheduled time.
9. The Bidder(s) shall quote rates for the space to be rented only as "Rate per square foot per month excluding any statutory taxes/GST," as well as total rent per month including any statutory taxes/GST, if applicable for evaluation of financial bids. No other charges in any form or manner shall be entertained at any stage during the contract period.
10. In case a particular bidder owns more than one premises and he wishes to submit bids in respect of those premises, he/she should submit separate bids containing technical bid, financial bid and EMD in respect of each premises.
11. In case of co-owners/joint owners, the bid documents i.e. technical bid and financial bid, should be signed by all the co-owners/joint owners. In case any one of the owners chooses to sign the bid documents, he should invariably submit registered Authorization/Power of Attorney to do so from the remaining owners.


10/07/24


11/7/24

12. NCH reserves the right to cancel the tendering process at any stage, should it become necessary, without citing any reason whatsoever to any bidder in this regard.
13. The premises, fully furnished (plug and play-shall include all furniture, fixtures, partition, electric fittings, lights, interiors, blinds/curtains etc.), would be considered. However, Bidder showing their willingness to provide fully furnished premises within a maximum period of 3 months should provide separate rates.
14. Lessee reserves the right during the lease period/extended lease period to carry out further suitable alterations by way of partitions, office fixtures, fittings, etc. for the effective use of the office space hired.
15. The building shall have dedicated parking space for NCH for minimum of 25 cars and 50 two-wheeler vehicles.
16. The building should have provisions as required under the “Right of persons with Disability Act, 2016” for creating environmental facilities for persons with disabilities.
17. The building should have functional rainwater harvesting system in the building.
18. **Lessee would require providing the layout for its intended office as per requirement of NCH.**
19. Integrity Pact: Central Vigilance Commission vide its Circular No. 05/01/22 dated 25.01.2022 has issued instructions for adoption and implementation of Integrity Pact hand enclosed revised Standard Operating Procedure for the same. As per the said circular, the Commission has directed for adoption of Integrity Pact (IP) by all Government organizations, Public Sector Enterprises, Public Sector Banks, Insurance Company, other Financial Institutions and Autonomous Bodies etc. The said revised SoPs would be applicable for adoption and implementation of the IP by the organizations concerned. As per the above directions of the CVC, the IP shall be executed between the prospective bidder/owner and the NCH, committing the persons/officers of both sides, not to resort to any corrupt practices in any aspect/stage of contract. Only those bidders, who commit themselves to such a Pact with the LEASEE, would be considered competent participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification.

Key Events and Dates



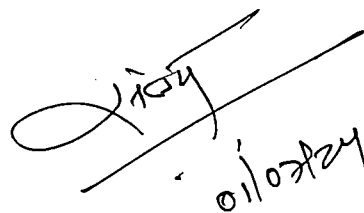
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- (1) **Pre-qualification Criteria:** Only those bids would be evaluated which are found to be fulfilling all the eligibility and qualifying requirements as below:

Particulars	Relevant Documents
Profile of the bidder (Location of the Premises)	Premises offered for rent should preferably be located at Janakpuri, Dwarka and nearby places in Delhi.
All Encumbrances-free premises	Relevant Certificates like a) Occupation Certificate, b) Fire safety certificate, c) Property Tax receipt. d) Any other relevant Certificate
Premises Should not have any Legal matters pending on the premises.	Self-certification & title report from an advocate.
Minimum parking space for 25 Cars and 50 two wheelers dedicated for NCH.	Affirmative reply
Lift facility if the proposed space is not on Ground floor.	Affirmative reply
Appropriate load sanction along with 24 hour power back up and continuous water supply facility	Affirmative reply
Specific public utilities including centrally airconditioned, complete furnishing as per plan of NCH within 3 months max. period, rainwater harvesting, rights of persons with disabilities Act 2016	Affirmative reply
Integrity Pact Signing	Declaration- (PROFORMA-E)
Complete Maintenance of Common Space (including housekeeping, electricity, water, sanitation & security etc)	Self-Declaration
Maintenance of all furniture, fixtures, electrical and other fitting & appliances provided by the owner/ bidder to the NCH	Self-Declaration
Proposed building shall be valid for Office/ Commercial use.	Self-Declaration and Local Municipal Body Occupation Certificate. (Self Attested)

(2) **Technical / Financial Evaluation:-**

1. Suitability of the location/premises would be carried out by a committee formulated by NCH.
2. All bidders scoring minimum of 70 Marks & above shall be eligible for further evaluation & opening of financial bids.

 01/07/24

(2-A) **Technical Evaluation**

Sr.	Information	Details
1	NIT release date	1.7.2024
2	Pre-bid Meeting	5.7.2024- 3.00 to 4.0 PM
2	Last date (deadline) for submission of Bids	22.7.2024, 10 AM
3	Technical Bid opening date	22.7.2024, 10:30 AM
4	Opening of Financial Bid	Will be intimated in due course
5	Correspondence details	Secretary, National Commission for Homoeopathy, 61-65, Institutional Area, Opp. D-Block, Janakpuri, New Delhi-110058.

The physical copy of the bid should reach NCH, National Commission for Homoeopathy, 61-65, Institutional Area, Opp. D-Block, Janakpuri, New Delhi-110058 by **10:00 AM on or before 22.7.2024**, in a sealed envelope super scribing on envelope "NIT for hiring office space on rent." along with the terms and conditions of payment and delivery etc.

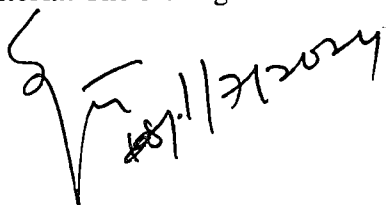
Earnest Money Deposit (EMD)

The Earnest Money Deposit (EMD) for an amount of Rs.25,00,000 (Rupees Twentyfive Lakhs Only) shall be submitted by the bidder in the form of crossed Bank Demand Draft/ Banker's Cheque drawn on any Nationalized/Scheduled bank in favour of Secretary, NCH, Payable at Delhi.

EMD of unsuccessful bidders shall be returned within one month of finalization of bid.



Evaluation Criteria: The broad guidelines for evaluation of bids would be as follows:



(2-A) Technical Evaluation

Sr.	Particulars	Max. Marks
1.	Accessibility of the premises - proximity from the nearest Metro Station/ Airport and ease of access by other modes of public transport & also its overall suitability for NCH	20
	Within 1 KM from Metro Station and 0.5 KM Bus Stop	20
	Between 2 to 2.5 Kms from Metro station and 1.00 KM Bus Stop	15
	Between 3 to 4 Kms from Metro station and 1.0 km from Bus Stop	12
	Between 4 to 5 Kms from Metro station and 1.0 km from Bus Stop	10
	Located at More than 5 kms from Metro but accessible by other modes of state run/managed public transport such as buses regularly not more than 2.0 km	5
2	Accommodation floor and facility of lift	25
	Entire space on Ground Floor with or without lift facility	25
	Entire space on other Floor with dedicated lift facility for NCH	20
	Space on more than one floor with dedicated lift facility for NCH	15
	Space on more than one floor with Common lift facility	10
3	Age of the property as per the date of completion certificate:	20
	Age of property up to 10 years	20
	Age of property > 10 and upto 15 years	15
	Age of property between >15 upto 20 years	10
	Age of property more than 20 years	5
4	Dedicated Parking Space	15
	35 or more Cars and 75 or more two wheeler vehicles	15
	For 30 to 34 Cars and 50 to 74 two wheeler vehicles	10
	For 25 to 29 Cars and 50 two wheeler vehicles	5
5	Commitment to provide furnished accommodation as per plan provided by NCH	15
	Fully furnished-Within 1 months	15
	Fully furnished-Within 2 months	10
	Fully furnished within 3 months	5
6	Existence of other Govt. offices in the same building	5
	Total	100

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Note: Tender Committee of NCH will physically visit and verify the actual position of the above points of each prospective bidders securing 70% score, before opening of financial bids.

Financial Evaluation

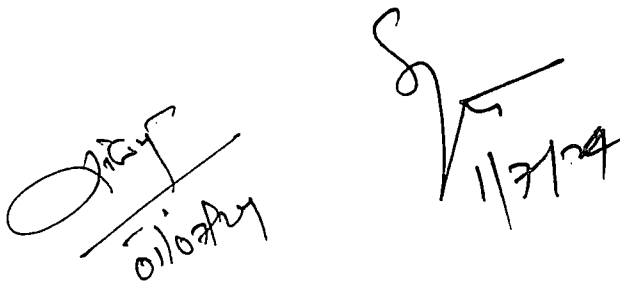
Financial bids of all short-listed applicants who score 70 and above marks in the Technical Evaluation will only be opened. For financial evaluation, the total cost indicated in the Financial bids (excluding applicable taxes, will be considered). The lowest Bid (L1) will be based on the lowest financial bid after considering the Price quoted (excluding all Taxes and Statutory Duties- details of which shall be provided) in the format given in **Proforma- D** on this NIT

Opening of financial bids shall be done in presence of respective representative of applicants who choose to remain present.

Any query or clarification from applicants who fail to qualify at any stage of selection process will not be entertained.

Final Selection

Final selection will be according to the L1 bidder based on financial evaluation. In case there are multiple L1 bidders than the selection will be based on the maximum score obtained in the technical bidding.

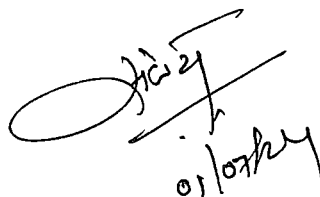


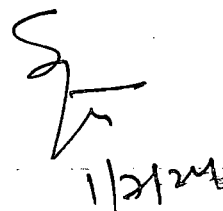
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ANNEXURE -II

TERMS AND CONDITIONS:

1. The owner/custodian of the approved premises shall have to execute the Standards Lease Agreement as per the **Proforma-B** prescribed by the **Directorate of Estates**.
2. The rent and terms & conditions shall be governed by the rent Reasonable Certificate to be issued by CPWD and the approval of the competent authority as per **Annexure-IV**. In addition to the Terms & conditions contained in the OM referred above, following terms & conditions shall also constitute the part of the NIT:
3. **Payments:**
 1. Payment of rent shall commence w.e.f. the date of taking over possession of the fully furnished/operational building.
 2. Payment towards monthly rent shall be made by NCH. Payment would be against pre-receipted bills as per the rental agreement to be executed between NCH and the legal owner of the building.
 3. Payment will be made on monthly basis through bank transfer on submission of bank account details by the owner/landlord.
4. **Arbitration & Penalty:**
 1. All disputes in connection with the execution of the contract shall be settled under the provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under shall be applicable to such proceedings. The arbitration proceedings shall take place in Delhi only.
 2. All instances of penalty shall be as per the decision made by the Arbitrator to such effect.
5. **Cancellation:** NCH reserves the right to cancel the lease agreement at anytime after the expiry of three years by giving 2 months' notice to the lessor, without furnishing any reason.
6. **Revision in rent:** The rent revision shall be governed by the terms and conditions contained in the O.M.16011/1/2011-Poll.III of Directorate of Estates dated 18.02.2016 and approval of the competent authority.


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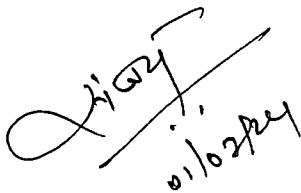
ANNEXURE - III

UNDERTAKEING

I / We hereby undertake that I / we agree that the rate quoted by me / us towards the offer of Office Accommodation may be limited to the 'Fair Rent' rate as assessed by CPWD as per the issue of Fair Rent Certificate and further agree that I / We shall abide by all the 'Terms & Conditions of the Tender Document' and Clauses of 'Standard Lease Agreement'.

Signature of the owner / bidder / authorized signatory with complete Name, Address, Contact No.(s) including Mobile No(s).&e-mail id.

(also indicate the category in which signing, whether on his own behalf or as Power of Attorney / Authorized Signatory of the owner.)


01/02/24


11/2/24

F. No. 16011/1/2011-Pol.III
Govt. of India
Ministry of Urban Development
Directorate of Estates
(Policy-III Section)

Nirman Bhawan, New Delhi
Dated the 18th Feb, 2016.

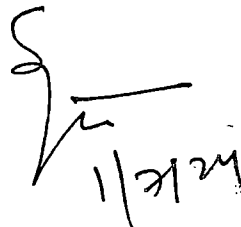
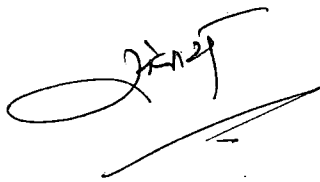
Office Memorandum

Subject: Standard Lease Agreement (SLA) for hiring of private building by the Central Govt. for office accommodation - Reg.

The undersigned is directed to refer to this Directorates OM No. 16011/1/2000-Pol.III, dated 3rd Sept, 2001 on the above subject. References are received from various Ministries / Departments regarding the applicability of SLA, especially the rental increment per annum of 8% (non-residential purpose) as laid down in para 3 of the said SLA, towards the public property to be hired by any central government ministries/departments on lease basis for their office requirement.

2. In this regard, it is clarified that the SLA has been prescribed for the convenience of various central government Ministries/Departments to hire private property on lease basis for office purposes. As such, it is not applicable to public property. This Directorate has not devised any guidelines or SLA for hiring Public property by various Ministries/ Departments for their office requirement. Similarly, the requirement of 'Rent Reasonableness Certificate from CPWD for fixing the rent in respect of public property has also not been prescribed by this Directorate.
3. Further, as per para 3 of SLA, the rate of rent agreed upon is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 5% per annum (in case of residential accommodation) and 8% per annum (in case of non-residential accommodation) of the rent payable at the time of such revision. In case the owner of the property demanding more than 5% increase per annum (in case of residential accommodation) and 8% per annum (in case of non-residential accommodation), then the concerned department may decide whether to go for renewal as per the demand of owner of private property or new lease as per the fresh RRC of CPWD, whichever is less. Moreover, the Ministries/Departments have full powers of incurring expenditure on hiring of accommodation, keeping in view their own needs and availability of accommodation in the locality. The Ministries/Departments may negotiate and fix the rent at their end in consultation with their integrated Finance Division.
4. All the Ministries/Departments are also advised to decide the issue of hiring of private/public property on lease basis for their office requirement in consultation with their concerned Integral Finance Division (IFD) of the Ministries/Departments after duly taking into account the office space requirement as prescribed by this Directorate vide OM No. 11015/1/98-Poll, dated 20.2.2014 (available in this Directorates' website: estates.nic.in under 'Policy Order').

sd/-
(Swarnali Banerjee)
Deputy Director of Estates(Policy)



LEASE AGREEMENT/SLA FORMAT

AN AGREEMENT MADE
THIS.....DAY.....OF.....One thousand nine
hundred
and.....between.....

.....
Herein after called 'The Lessor' (Which expression shall include its successors assigns, administrator, liquidators and receivers, wherever the context of meaning shall so require or permit) of the one part AND the Secretary, National Commission for Homoeopathy (hereinafter referred as 'Lessee') of the other part.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the Lessor agrees to let out and Lessee agrees to take on lease the land, hereditaments and premises known as..... together with all buildings and erections, fixtures and fittings, standing and being thereon (hereinafter called "THE SAID PREMISES") more particularly described in SCHEDULE 'A'.

2. The lease shall commence/shall be deemed to have been commenced* on the day of one thousand nine hundred and shall, subject to the terms thereof, continue for a term of.....year with an option to extend the period of lease for a further term as set out in clause 14 hereof.

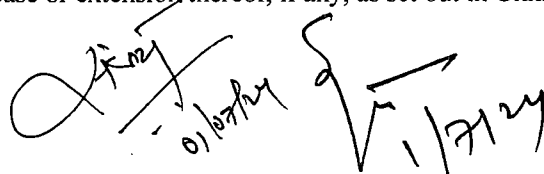
3. The Lessee shall, subject to the terms thereof, pay gross rent in monthly arrears for the said premises at the rate of Rs... per month, which also includes a sum of Rs towards maintenance and taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of the three years from the start of the lease or revision of the rent, provided that such revision shall not exceed 5% per annum (in case of residential accommodation) and 8% per annum (in case of non-residential accommodation) of the rent payable at the time of such revision, such rent being equivalent to gross rent reduced by the amount payable towards maintenance and tax.

4. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule '13' and the Government of India shall upon the expiration of the terms hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of god, riots or other civil commotion, enemy action and/or other causes not within the control of the Government of India excepted, PROVIDED THAT THE Lessee shall not be responsible for any structural damage which may occur to the same during the terms hereby created or any renewal thereof.

5. The Government of India shall be entitled to use the said premises for any lawful purpose which is not detrimental to the interest of the land lord.

6. The Government of India shall have the right to sublet the whole or any part or parts of the said premises but shall be responsible for the full payment of rent and the term of such sub-lease shall not exceed the period of lease or extension thereof, if any, as set out in Clause 2 hereinabove.

7.



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8. All existing and future rates, taxes including property tax, assessment charges and other out-goings whatsoever of every description in respect of the said premises payable by the owner thereof, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid on account of enhancement in taxes, from the Govt. of India and such recovery shall be proportionate to the amount of taxes payable during the pendency of the lease. In case the said premises is portion of a building subject to payment of tax as one entity, the liability of the Govt. of India in respect of payment of additional tax, unless there has been any addition to the constructed portion of such building, shall be in the same ratio as at the time of original letting. In case of some additional construction having been made by the Lessors, additional tax payable by the Govt. of India shall be as determined by the Central Public Works Department of the Govt. of India. In case of default in payment of taxes etc. by the Lessor to the local bodies, it would be open for the Lessee to deduct such dues from the gross rent (including taxes) payable to the Lessor, and to pay the same directly to the local bodies. However, before making such deduction, the Lessee shall have to give a notice in writing, to the Lessor to show, within 15 days, that he is not in default in payment of taxes to the local bodies.

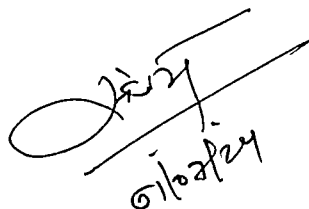
9. The Lessee shall pay all charges in respect of electricity power, light and water, used on the said premises during the continuance of these presents.

10. The Lessor shall execute necessary repairs usually made to premises in that locality as and may be specified by the Government of India in a notice in writing within such time as may be mentioned therein and if the Lessor fails to execute any repairs in pursuance of the notice, the Government of India may cause the repairs specified in the notice to be executed at the expense of the Lessor and the cost thereof may, without prejudice to any other mode of recovery, be deducted from the rent payable to the Lessor.

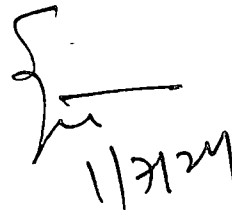
11. The Government of India may, at any time during the terms hereby created and any renewal thereof, make such structural alterations to the existing buildings such as partitions, office, fixtures and fittings as may be easily removable. PROVIDED ALWAYS THAT such installations or other works, fittings and fixtures, shall remain the property of the Government of India who shall be at liberty to remove and appropriate to itself, any or all of them at the expiration of the terms hereby created and any renewal thereof, provided further that the Government of India shall again hand over the said premises in the same condition as they were in at the commencement of these presents, fair wear and tear and damage by fire or other causes beyond the control of the government of India excepted or at its option pay compensation in lieu thereof PROVIDED FURTHER that such compensation shall not exceed the value of the said premises on the date of the determination of these presents, if they had remained in the same structural state.

12. The Government of India shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire, riots or other civil commotion, enemy action and/or other causes, not within the control of the Government of India or acts of any Government or Municipal Authority and in such cases the rent payable hereunder shall be accordingly apportioned, or at its option the Government of India shall have power to terminate these presents forthwith without prejudice to its rights to remove works, fittings, fixtures and machinery under Clause 10 hereof.

13. The Government of India shall not be liable for loss of profit or loss of goodwill arising from its occupation of the said premises or any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the Lessor shall make no claim in respect thereof.



Handwritten signature in Hindi script, likely representing the Lessor or a representative of the Government of India.



Handwritten signature in Hindi script, likely representing the Lessee or a representative of the Government of India.

14. The Lessor agree with the Government of India that the latter paying the rent hereby reserved observing and performing the conditions and stipulations herein contained on the Government of India's part to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by through or under them.

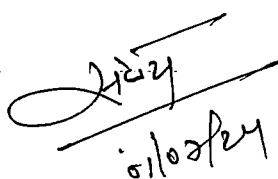
15. If the Govt. of India shall be desirous of taking a new lease of the said premises, after the expiration of the term hereby granted the Lessor will renew the lease for a period mutually agreed upon between the Govt. of India and the Lessor, in accordance with the covenants, agreements and conditions as in the present agreement including the present for renewal. "Provided that in the event of expiry of the terms of the lease, whenever an action for renewal described above is pending with the lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final decision on renewal or the date of eviction, as the case may be and in case. of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to Lessee". "Provided further that the Lessee shall take action so far practicable to take a new lease of the said premises within a period of six months after expiry of the term hereby granted".

16. The Lessee shall be entitled to terminate the lease at any time giving to the Lessor three months previous notice in writing of its intention to do so.

17. Any notice to be made or given to the Government of India under these present or in connection with the said premises shall be considered as duly given if sent by the Lessor through the post by registered letter addressed to the... ..on behalf of the Government of India, and any notice to be given to the Lessor shall be considered as duly given if sent by the Lessee through the post by registered letter addressed to the Lessor at their last known place of abode. Any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of Post.

18. Should any dispute or difference arise concerning the subject matter of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the Tribunal, having, Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communications select one member of the panel to act as Sole Arbitrator. In case none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to claimant, and the claimant shall be entitled to nominate the Sole Arbitrator from among the panel sent by the opposite party. In case none of the members of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Department of Legal Affairs, Government of India, Delhi. The provisions of Arbitration and Conciliation Act, 1996 with any statutory modification thereof and rules framed there under shall be applicable to such arbitration proceedings which shall be held at .The arbitration proceedings shall be conducted in Hindi/English/*.The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purposes of this clause, the officer mentioned in clause 16 shall be authorised to act and nominate arbitrator on behalf of the Government of India.

19. This lease agreement has been executed in duplicate. One counter part of the lease agreement to be retained by the Lessee and the other by the Lessor


11/07/24


11/7/24

**F.No.16011/1/2000-Pol-III
Government of India
Directorate of Estates**

New Delhi, the 3rd Sep, 2001.

OFFICE MEMORANDUM

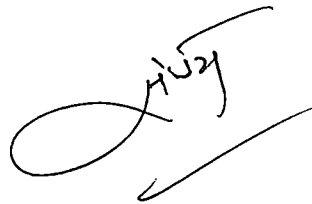
Subject:- Reassessment of reasonable rent of private buildings hired by the Central Govt.

The undersigned is directed to refer to the Dte. of Estates' O.M. no.16011(3)/82-Pol. III dated 1.10.99 on the subject cited above and to say that the Standard Lease Agreement (SLA) which is entered into by the Govt. with the owners of the private buildings taken on lease by the Govt. for office accommodation has been modified in consultation with the Ministry of Law and Ministry of Finance. Amendment in the existing SLA had been brought by adding provisos below Clause-14. The revised Standard Lease Agreement format is enclosed. It is, however emphasised that all efforts should be made to either terminate or renew the lease period before it expires and the cases requiring invoking the now incorporated provision should be resorted to only in exceptional cases treating it as an enabling provision.

**-Sd-
(HARBANS SINGH)
Addl. Director of Estates**

To

- 1) All Ministries/Department of Govt. of India.**
- 2) C & AG of India, New Delhi.**
- 3) Finance Division (W & E Unit), Min. of Urban Development and Poverty Alleviation.**
- 4) Director (P&WA), DG (Works), CPWD.**
- 5) DG (Works), CPWD (WI & WII) Sections, Nirman Bhavan, New Delhi**



Annexure-VI

NCH			
Requirement of Rooms/Cabins/Cubicals			
S. No.	Category of Officer	Nos.	Total Area (Sq.Ft.)
1	Chairman, NCH Chamber	1	700
2	Preseident, Autonomous Boards Chamber	3	1500
3	Secretary, NCH Room	1	500
4	Memmber, Autonomous Boards Rooms	9	2700
5	Board Room (60 sitting)	1	2000
6	PA/PS	13 Rooms	800
7	Level-12, 13 & 13(A)	05 Rooms	1000
8	Level-11 (Under Secretary & Sr. Consultants)	06 Rooms	720
9	Level-8,9 & 10 (S.O., Prog., A.O., Consultants (H)	40 (Low Height Cabins)	3200
10	Level-6 -7 (ASO, Accountant, Hindi Translator Librarian)	14 Cubicals	896
11	Office Assistant (Consultant)	44 Cubicals	1760
12	Conference Room (Chairperson, 3 Presidents	4	2000
13	Visitors Room (Chairperson, 3 Presidents, One Common	5	1200
14	Receptionist	1	120
15	Security Room at every entry gate	-	120
16	Canteen	1	400
17	Dining/Tiffin Room (For Lunch)	1	400
18	Ladies Common Room	1	120
19	Library	1	400
20	Old Records	1	1500
22	Stores	1	400
23	Drivers Room	1	120
24	Photostat Room	1	120
27	IT Command Centre	1	400
28	Auditorium/Video Conferencing Hall	1	2500
Tota Sq. feetl			25576

EXTRA

- Wash Room at each floor-Ladies, Gents & Divyangjan separately.
- Common Corridors area
- Open Space

Note- Actual requirement/ sizes are subject to revision by Competent Authority.

[Handwritten Signature]
1/7/24

PROFORMA-A

PROFORMA FOR TECHNICAL BID: DETAILS OF OFFER FOR LEASE

To be submitted in a separate sealed envelope super-scribed
"Technical Bid"

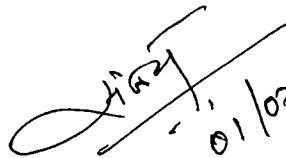
1	Date of Advertisement	
2	Details of Owner/Landlord	
2.1	Name	
2.2	Address	
2.3	Telephone / Mobile No.	
2.4	Fax No. of any)	
2.5	E-mail address	
2.6	Name of contact Person & Phone No.	
2.7	EMD details: Bank Draft/Pay order no. and date Bank Name	
3.0	Details of the Property	
3.1	Address and locality in which the Property is situated along with Geo-Tag	
3.2	Copy of Floor plan of the premises offered along with the details of the furnishing as per bid document	
3.3	Usage of property as Approved by Local Authorities (Strikeout) whichever is not applicable)	Institutional/ Commercial/ Residential & Commercial shopping Centre/ Shop cum office/ office.
3.4	Type of structure (Strike out whichever is not applicable)	Load Bearing structure/RCC framed
3.5	Number of floors in the building and the floors on which the premises offered.	-----Floors in the Building. -----Floors offered to NCH

Sgt
1/2/24
21/02/24
24/02/24


3.6	Floor-wise rentable area (inner to inner dimension of the external walls i.e. the usable floor area at any floor level which shall include all internal partitions, columns, door jams balconies, bathrooms, lavatories, kitchen, pantry and includes external walls, covered area, portico/canopy, external staircase, lofts, sanitary shafts, lift well space below the window will box louver, AC shafts etc, of the premises offered.	Mention floor-wise area offered for hiring.
4.0	Amenities / Facilities provided.	
4.1	Copy of municipal water supply connection.	Yes/ No other sources
4.2	Whether separate 3 phase electric power supply available or not. If available state the sanctioned power load.	Yes/No _____ KVA
4.3	Whether parking space for 25 Cars and 50 two wheeler vehicles is available. If yes indicate approximate area thereof.	Yes/No
4.4	Whether the premises offered is centrally air conditioned or not	Yes/No
4.5	Whether dedicated lift facility for NCH available or not.	Yes/No
4.6	Whether rain water harvesting plant installed and operational	Yes/No
4.7	Stand by power generator arrangement if any.(with details)	Yes/No
4.8	Whether facilities for Divyangjan persons is available in the building.	Yes/No
5.0	Please Mention if any other facility is Provided	Yes/No.
5.1	Lease Term & Loan	
5.2	Lease Period offered (Lock-in period)	_____ Years
5.3	Period of initial lease (Max. 3 Years)	_____ Years
5.4	Number of renewal option	_____ options
5.5	Other Govt. offices located	
5.6	Any other document	

Place:

Date:



01/07/24

Signature of Owner/ Landlord


11/7/24

TECHNICAL EVALUATION

Sr.	Particulars	Max. Marks
1.	Accessibility of the premises - proximity from the nearest Metro Station/ Airport and ease of access by other modes of public transport & also its overall suitability for NCH	20
	Within 1 KM from Metro Station and 0.5 KM Bus Stop	20
	Between 2 to 2.5 Kms from Metro station and 1.00 KM Bus Stop	15
	Between 3 to 4 Kms from Metro station and 1.0 km from Bus Stop	12
	Between 4 to 5 Kms from Metro station and 1.0 km from Bus Stop	10
	Located at More than 5 kms from Metro but accessible by other modes of state run/managed public transport such as buses regularly not more than 2.0 km	5
2	Accommodation floor and facility of lift	25
	Entire space on Ground Floor with or without lift facility	25
	Entire space on other Floor with dedicated lift facility for NCH	20
	Space on more than one floor with dedicated lift facility for NCH	15
	Space on more than one floor with Common lift facility	10
3	Age of the property as per the date of completion certificate:	20
	Age of property up to 10 years	20
	Age of property > 10 and upto 15 years	15
	Age of property between >15 upto 20 years	10
	Age of property more than 20 years	5
4	Dedicated Parking Space	15
	35 or more Cars and 75 or more two wheeler vehicles	15
	For 30 to 34 Cars and 50 to 74 two wheeler vehicles	10
	For 25 to 29 Cars and 50 two wheeler vehicles	5
5	Commitment to provide furnished accommodation as per plan provided by NCH	15
	Fully furnished-Within 1 months	15
	Fully furnished-Within 2 months	10
	Fully furnished within 3 months	5
6	Existence of other Govt. offices in the same building	5
	Total	100


 1/7/24
 01/07/24
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PROFORMA -C

PROFORMA FOR FINANCIAL BID: OFFER FOR LEASING OF PREMISES (To be submitted in a separate sealed envelope super-scribed 'Financial Bid')

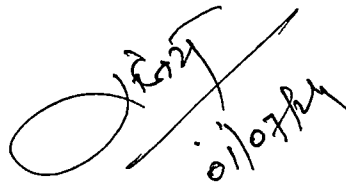
With reference to GeM bid Dated -----, I / **We hereby offer the fully furnished premises** owned by me/us for housing your office on lease basis as per terms and conditions and other details furnished in the technical bid.

The general information of the premises offered to NCH on lease and the rent per Sq. ft. of rentable area is as under:

S.No.	Particular	Total Area (sq ft)	Rate Quoted (per sq ft)	Rent Per Month (Rs.)
1	Name & address of the premises offered			
2	(i) Covered area offered (in Sq.Ft.)-(Floorwise)			
	(ii) Open Area			
3	Total Rate per sq.ft. per month including all amenities and facilities, but exclusive of Municipal taxes/house tax or any other similar taxes/duties.			
4	Monthly rent quoted for the net Covered area including all amenities and facilities and inclusive of Municipal taxes/house Tax or any other similar taxes/duties			
5	Amount of Municipal taxes/house tax or any other similar taxes/duties payable in one year and included over the primases.			
6	Monthly maintenance Charges, (if not included in the rent per month)			
7	Amount of Service tax/GST as per present rate			

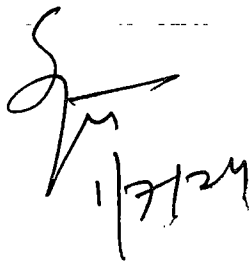
Place:

Date:



01/07/24

Signature of owner/Landlord.



1/7/24

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 **National Commission for Homoeopathy acting through its Secretary, Dr. Sanjay Gupta** (hereinafter called the "Lessee", 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" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. The Integrity Pact shall be into effect till the final completion of the contract.

WHEREAS the NCH proposes to procure **leasing of office space building (complete address and location of the building/space)** and the BIDDER is willing to offer/has offered the **lease of office space/ building** and

WHEREAS the BIDDER is a private company/public company/Government undertaking/ partnership/ registered agency, constituted in accordance with the relevant law in the matter and the **Lessee** is an Statutory body under the Ministry of Ayush, Govt. of India performing its functions on behalf of the Commission.

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 **Lessee** 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 LEASEE 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:

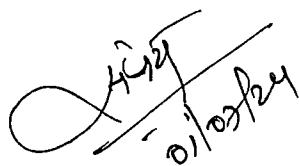
1. **Commitments of the LEASEE**

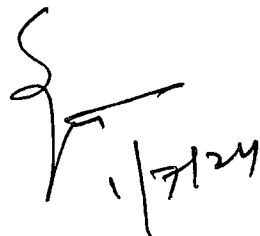
- i. The **Lessee** undertakes that no official in personal or through family members or relatives of the LEASEE, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material 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.

- ii. The **Lessee** will, during the pre-contract stage, treat all BIDDERS alike will equity, and will provide to all BIDDERS the same information and will not provide any such additional or confidential information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS, in relation to the bidding process/ contact execution.
- iii. All the officials of the LEASEE 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.
- iv. The LEASEE shall exclude all known prejudiced persons from the bidding process.
- v. In case of any such preceding misconduct or substantive suspicion on the part of such official(s) is reported to the LEASEE with full and verifiable facts and the same is prima facie found to be correct by the LEASEE, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the LEASEE 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 LEASEE the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS : The BIDDER commits and undertakes 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: -

- i. 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 LEASEE, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in order to obtain in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- ii. The BIDDER further undertakes that it has not any undisclosed agreement or understanding and 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 any official of the LEASEE 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.
- iii. The bidder undertakes not to commit any offence is unlawful antinational or under the relevant Anti-Corruption laws off India; further the bidder will not use improperly, any information or document provided by the Commission as part of the business relationship, regarding plans, technical, proposal and business details, including information contained or transmitted electronically for purpose of competition or personal gain and will not pass the information so acquired on to other. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.


01/07/24


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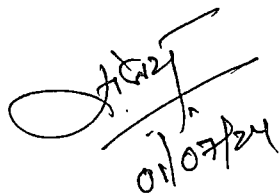
- iv. Foreign BIDDERS shall disclose the name and address of agents and representatives in India and Indian BIDDERS shall disclose their foreign principals or associates.
- v. BIDDERS shall disclose any and all such payments made or committed to or intends to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- vi. The BIDDER further confirms and declares to the LEASEE that the BIDDER is the original manufacturer/integrator/authorized 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 LEASEE 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.
- vii. 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.
- viii. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- ix. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- x. The BIDDER shall not instigate or cause to instigate or allure any third person to commit any of the actions mentioned above.
- xi. 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 LEASEE, or alternatively, if any relative of an Officer of the LEASEE has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

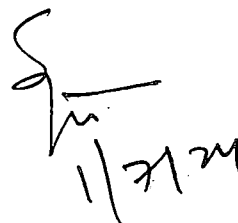
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- xii. 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 LEASEE.

3. Previous Transgression

- i. The BIDDER declares & swears on oath that no previous transgression impinging or anticorruption principals/ malpractice has 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.
- ii. 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.


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4. Disqualification from bidding process and exclusion from future Contracts:

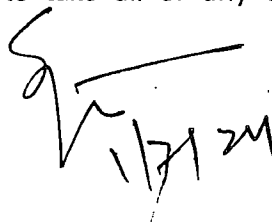
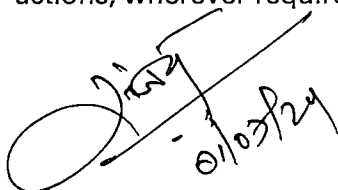
- i. If the Bidder/Contractor, before award or during excluding has committed a transgression through a violation of any provision of clause 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Commission shall be entitled to disqualify the Bidder/Contractor from the Bidding process or to terminate the contract, if already signed, for such reason.
- ii. If the Bidder/Contractor has committed a transgression through a violation of clause 2 such as to put his reliability or credibility into question, the Commission is entitled to exclude the Bidder/Contractor from future contract or award processes including blacklist and put on holiday. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Commission taking into consideration the full facts and circumstances of each case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- iii. A transgression is considered to have occurred if the Commission after due consideration of available evidence concludes no reasonable doubt is possible.
- iv. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Commission's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- v. Subject to full satisfaction of the Commission the exclusion of the Bidder/Contractor could be revoked by the Commission if the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, in its organization.

5. Earnest Money Deposit/ Performance Security/ Guarantee Deposit

- i. While submitting bid, the BIDDER shall deposit the Earnest Money Deposit/ Performance Security/ Guarantee Deposit as specified and at terms and conditions as mentioned in Request for Proposal (RFP)/ Tender Document (TD), with the LEASEE.
- ii. In case of the successful BIDDER the provisions of Sanctions for Violation of **performance** shall be applicable for forfeiture of Performance Security Deposit/ Guarantee Deposit in case of a decision by the LEASEE to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- iii. No interest shall be payable by the LEASEE to the BIDDER on Earnest Money Deposit /Security/ Guarantee Deposit for the period of its currency.

6. 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 LEASEE to take all or any one of the following actions, wherever required:



- 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.
 - The Earnest Money Deposit (in pre-contract stage) and/ Performance Security/ Guarantee Deposit (after the contract is signed.) shall - stand forfeited either fully or partially, as decided by the LEASEE and the LEASEE shall not be required to assign any reason.
 - To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - To recover all sums already paid by the LEASEE, 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 LEASEE in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the LEASEE, along with interest.
 - 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 LEASEE resulting from such cancellation/rescission and the LEASEE shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum **2 years/ contradict**, which may be further extended at the discretion of the LEASEE.
 - 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.
 - In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the LEASEE with the BIDDER, the same shall not be opened.
 - Forfeiture of Performance Bond in case of a decision by the LEASEE to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- ii. The LEASEE 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.

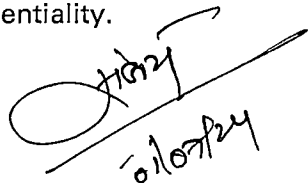
iii. The decision of the LEASEE to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

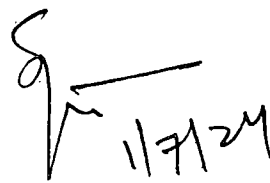
7. **Fall Clause:** The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems 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 LEASEE, if the contract has already been concluded.

8. **Independent External Monitors [IEMs]**

Shri Devendra Kumar Pathak, IPS, Retd.	Shri Varanasi Udaya Bhaskar,
House No. – D/62, Road No. 1,	B 101, Sri Balaji Gulmohar Township, Maa Villlas Road no.1,
Ashok Nagar, Ranchi,	Kousalya colony, Bachupally,
Jharkhand – 834003	Hyderabad, Telangana state.
Mobile No. 9650806205	PIN 500090.
Email: pathak56515@gmail.com	Mobile no. 9490796474.
	E mail ID: varudabha@yahoo.co.in

- i. The LEASEE 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 **shall** 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 LEASEE.
- vi. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the LEASEE 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.


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- vii. The LEASEE 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.
- viii. The Monitor will submit a written report to the designated Authority of LEASEE/Secretary in the Department! within 30 days or sufficient time from the date of reference or intimation to him by the LEASEE/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the LEASEE 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.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the LEASEE, New Delhi.

11. 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. The Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

12. Validity/ Pact duration

- i. The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months or such time after complete execution/completion of the contract to the satisfaction of both the LEASEE 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.
 - ii. 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.
- 13.** In the event of any dispute between the management and the contractor relating to those 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.
- 14.** 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.



The image shows two handwritten signatures. The signature on the left is written in blue ink and appears to be 'Rajiv' with a date '11/11/21' written below it. The signature on the right is written in black ink and appears to be 'Rajiv' with a date '11/11/21' written below it.

15. 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 extent law in force relating to any Civil Criminal proceedings.

16. 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.

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 relevant rules/ guidelines, etc. as may be applicable to the organization concerned.

The parties hereby sign this Integrity Pact at _____ on _____

LEASEE	BIDDER
Secretary	CEO/Authorized Person
National Commission for Homoeopathy, Janakpuri, New Delhi-110058	
Witness	Witness
1.	1.
2.	2.

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

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11/07/24

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11/07/24