



केन्द्रीय माध्यमिक शिक्षा बोर्ड  
CENTRAL BOARD OF SECONDARY EDUCATION

## CENTRAL BOARD OF SECONDARY EDUCATION

# TENDER FOR HIRING OFFICE PREMISES AT (Ahmedabad, Ranchi, Ludhiana)

(Tender reference No.:CBSE(HQ)/E-162099/Engg.(Maint)/37/2024)

### Issued By:

Joint Secretary (A & L)  
Central Board of Secondary Education  
2, Community Centre, Preet Vihar,  
Delhi - 110092.



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**SECTION-1**  
**NOTICE INVITING TENDER**

**CENTRAL BOARD OF SECONDARY EDUCATION**  
**NOTICE INVITING TENDER**  
**NOTICE INVITING BIDS FOR HIRING OFFICE PREMISES AT**  
**AHMEDABAD, RANCHI & LUDHIANA**

Central Board of Secondary Education, Delhi invites online/offline tender for hiring of fully furnished and airconditioned office space/ premises as per requirement mentioned in the TOR of the tender initially for a period of three (03) years, for Setting up of Regional Office and Centre of Excellence (CoE) at the above mentioned locations.

1. **Online tender:** on CPP Portal e-Procurement site  
<https://eprocure.gov.in/epublish/app>

**OR**

2. **Offline tenders:** The tender documents can also be downloaded from CBSE website <https://www.cbse.gov.in>

**CRITICAL DATE SHEET**

<b>Published Date</b>	<b>24/12/2024 4:00 PM</b>
<b>Bid Document Download / Sale Start Date</b>	<b>24/12/2024 4:00 PM</b>
<b>Bid Submission Start Date</b>	<b>24/12/2024 5:00 PM</b>
<b>Bid Submission End Date</b>	<b>20/01/2025 02:00 PM</b>
<b>Bid Opening Date</b>	<b>21/01/2025 03:00 PM</b>
<b>Duration of Contract</b>	<b>Three (03) Years</b>
<b>Bid Security</b>	<b>Rs. 75000/- (Rupees Seventy five thousand only)</b>
<b>Validity of Bids</b>	<b>120 days</b>

3. The e-Procurement System of India enables the tenderers to download the tender Schedule **free of cost** and then submit the bids online through this portal only.
4. **Bid Security** of Rs.75000/- (Rupees Seventy five thousand only) in the shape of an Account Payee Demand draft/ Fixed deposit receipt/ Banker's Cheque or Bank Guarantee from any Nationalised/Commercial Bank in favouring "Secretary, CBSE Payable at Delhi" or through electronic fund transfer in CBSE A/c No. **91472180005470**, IFSC Code: **CNRB0019147**, Canara Bank, Preet Vihar Branch, New Delhi. **In case a bidder offers space/premises at more than one location, the Bid security shall be payable for each offered premises/space separately.**
5. The Receipt/ UTR no. against payment of online may be uploaded with online bid.
6. Tender documents received in incomplete shape or beyond the stipulated period shall not be entertained under any circumstances.
7. **Offline Bid:** Interested bidders may apply as per the followings:
  - a) **Envelope No. 1: Technical Bid consist of (Section 01 to 07). The envelope should be super-scribed "Technical Bid" for hiring of space at \_\_\_\_\_.**
  - b) **Envelope No. 2: Financial Bid (Section 08). The envelope should be super-scribed "Financial Bid" at \_\_\_\_\_.**

- c) All the envelope may be place in single envelope super-scribing bid for “**Hiring of office space/premises for setting up of CBSE, Regional Office and Centre of Excellence at \_\_\_\_**”
  - d) Address of submission of bid – Tender-Box, Ground floor at Reception counter, Central board of Secondary Education, 2, Community Centre, Delhi – 110092.
  - e) The tenders, complete in all respect can be dropped in the Tender Box place in reception counter, CBSE, HQ Preet Vihar, Delhi-110092. Or may be sent through speed post/courier on or before 20.01.2025 upto 02.00 PM.
  - f) Sealed bidding documents (Technical Bid and Financial Bid along with receipt of payment of Bid Security) duly filled in as per the instructions of the Tender Document should be addressed to “**The Superintending Engineer, Engineering (Maint.) Unit, Central Board of Secondary Education, 2 Community Centre, Preet Vihar, Delhi-110092**”.
8. The CBSE Authority reserves the right to accept or reject any tender/ proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason thereof.

For any query, the bidders may contact on the following telephone number:

**Executive Engineer,  
Engineering (Maint.) Unit,  
Central Board of Secondary  
Education,2, Community Centre,  
Preet Vihar, Delhi-110092.  
Cont. No. – 011-22515830/22044202**

**SECTION-2**  
**BID SUBMISSION FORM**

## BID SUBMISSION FORM

Date:

### LETTER OF BID

To

**The Secretary,  
Central Board of Secondary Education,  
2, Community Centre, Preet Vihar,  
Delhi- 110092.**

### Ref: Invitation for Bid

We, the undersigned, declare that:

- 1 We have examined and understand that no reservations should be corrected by undersigned to the Bidding Documents including Addenda issued in accordance with Instructions to Bidders.
- 2 We offer to execute in conformity with the Bidding Documents for Hiring Office space/ premises at -----.
- 3 Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

**Yours sincerely,**

Authorized Signatory

(Authorized person shall attached a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

*(To be printed on Bidder's letter head) (To be printed on Bidder's letterhead)*

**SECTION-3**  
**INFORMATION TO BIDDERS**



## 1. Information to Bidders

### 1.1 The Terms of reference (TOR)/detailed scope of works

The Board intends to invites tender for hiring of (fully furnished air-conditioned) office space / premises for setting up its Regional office & COEs at the following cities in the country:

S.No.	City	Required Carpet Area
1.	Ahmedabad	20000 to 25000 Sq.ft
2.	Ranchi	20000 to 25000 Sq.ft
3.	Ludhiana	25000 to 30000 Sq.ft

- 1.1 The bidders may offer their bids for one or more cities. In case, offer is for more than one city, the EMD shall be deposited for each city separately.

## 2. Technical Pre-Requisites

**The tender for the proposed office space/premises at TOR above should satisfy the following conditions:-**

- 2.1 Copy of building safety certificate issued either by concerned Government Authority or empanelled architect.
- 2.2 Copy of Fire safety Certificate issued by Fire Department.
- 2.3 The space/ premises is free from all encumbrances, a certificate in this regard may be obtained from an Advocate.
- 2.4 The building should meet all other safety norms like earthquake resistance etc. as required under the law. The property should be insured against all types of damages during the entire period of contract.
- 2.5 The building should be constructed as per the sanctioned/approved Plan of the Competent Development Authority. The building should be well maintained and not older than 15 years.
- 2.6 Location:-
  - a. The Building offered should be ready for occupation and should have wide approach/ access road.
  - b. The area should be in a **single independent building with multiple floors or single floor.** In case, if offered area is available in a multi-storied building, then, provision of lift, entry and exit in the building should be separately for the exclusively use of CBSE.  
However, preference would be given for **independent building** i.e. exclusive use for CBSE provided it is within the municipal limit and well connected with public transport system.
  - c. Net carpet area means area of premises less, passage, walls/ columns, staircases, toilet block, Veranda, Lobby, Balcony etc.
  - d. **The Building should be located in the Municipal Limits of respective cities.**
  - e. The location of the building should be easily accessible by the public transport viz. train/bus.

## **2.7 Plug and Play (Fully furnished)**

- a. The office space offered should be fully ready for occupation on plug and play basis. The facilities required to be made available within forty five (45) days are listed in **Annexure-II**.
- b. There should be adequate cross-ventilation.
- c. The space/ premises should have suitable power supply for official operations with 100% power back-up.
- d. The technical requirements as laid down in the Technical Bid should be conformed to.

## **3. For rent purpose, the building should have following facilities:-**

3.1 All Ceiling/ flooring works which will have to be executed strictly as per the Requirement/ specifications given by the CBSE or any other person authorized by it. Any other facility as may be required by the CBSE in the rented premises/building.

4. The space/ premises offered should be in fully furnished condition with Air conditioning, False Ceiling, LAN wiring LED lights, fixtures & fittings etc. complete.
5. **Access for physically disabled**– The Office space shall facilitate access for physically disabled employees/ visitors, and have dedicated entry and exit points for employees of the Office by the selected bidder.
6. **Eligibility Criteria:** The bidders who fulfill the following requirement shall be eligible to apply: (Documentary evidence must be attached with the technical bid).

6.1 Copy of PAN Registration.

6.2 Copy of GST Registration.

**Note:-** In case of rental charges is more than 20 lakhs per year, the owner must have to submit the GST Registration, otherwise exempted.

6.3 Integrity Pact (**Annexure -I**)

6.4 Bid Security.

**SECTION- 4**  
**BIDDER'S PROFILE**

**TENDER FOR HIRING OF OFFICE SPACE/ PREMISES FOR CBSE AT-----**

**TECHNICAL BID**

<b>Sl. No.</b>	<b>Particular</b>	<b>Relevant details with documentary proof</b>
1.	Name of person/firm/company/AOP/BOI/Society submitting the bid (hereinafter referred to as the bidder) Permanent Account Number (PAN); whether assessed to tax and if so, particulars thereof.	
2.	Status of the bidder (individual/Partnership Firm/Company/Society/ Any other (specify)	
3.	Name of person/firm/company/AOP/BOI/Society holding title to the property (hereinafter referred to as the owner) Permanent Account Number (PAN); whether assessed to tax and if so, Particularsthereof.	
4.	Status of the owner (individual/ Partnership Firm/Company/Society any other (Specify)	
5.	Whether the bidder is himself the owner of property offered on rent or Power of Attorney/duly signed by Authorized signatory of owner (Specify clearly)	
6.	<b>Technical Information - Building</b>	
6.1	Load bearing	Yes/No
6.2	Frame structure	Yes/No
7.	<b>Contact details of the owner (if different from bidder)</b>	
7.1	Name	
7.2	Complete Postal Address	
7.3	Telephone Nos. Including Mobile Numbers	
7.4	Fax Nos.	
7.5	Email-id	
8.	<b>Details of property offered</b>	
8.1	Location & Address of the property	
8.2	Whether the space offered for rent situated in more than one floor of the property, if yes, specify floors	Floor No. .... Space (sq. ft.).....
8.3	Total plot area of the property where property is offered (complete land area including open spaces, constructed area with the boundary of property offered on rent) (in Sq, Ft.)	
8.4	Total carpet area on each floor offered for rent (in Sq. Ft.)	
8.5	Total carpet area (Total for all floors offered (excluding underground/covered parking areas) (in Sq. Ft.)	
8.6	Open area (open parking space inner roads, garden etc.)	
8.7	Covered parking area (garages underground parking etc. if any	

8.8	Distance of the property from Airport (Domestic, International).	
8.9	Width of road on which the property is located	
8.10	Details regarding natural light and proper ventilation	
8.11	Parking space for car/vehicles available. ( Public parking places on road or any other nearby public area will not be counted for this purpose). Details of covered/underground parking space and open parking space may be indicated separately.	
8.12	Details of the toilet facilities available on each floor (give details of common toilet facilities as well as attached toilet facilities, if any.	
8.13	Details of lifts- capacity and number	
8.14	Details of available fire safety and security measures	
8.15	Whether suitable power supply for commercial operation is available	
8.16	Details of the power back up, whether available or not	
9.	<b>Have you enclosed following documents along with this Offer.</b>	
9.1	Copy of property plan, duly approved by the competent authority/ Govt. as the case may be	
9.2	If bidder is Power of Attorney holder of the owner, copy of duly constituted Power of Attorney. If bidder is authorized signatory of company/partnership firm, copy of requisite Board Resolution/ Authority. Requisite document needs to be submitted.	
9.3	If the bidder or the owner is a partnership firm or a company/ society etc copy of the partnership deed of the firm, or Memorandum/Articles of Association of the Company, Registration Certificate/ Bye laws etc of the society, along with Board Resolution (if bidding as Power of Attorney, copies of these documents of both the owner and Power of Attorney need to be submitted).	
9.4	Any other relevant documents	
9.5	Maximum time required for completing of internal partition and other finishing works as per user requirements.	
10.	<b>General details relating to the building/ location</b>	
11.	Whether the proposed property/ building is free from all encumbrances, claims, litigations etc.? If not, give details of the nature and status of the encumbrances, claims, litigations.	
11.1	Whether the proposed building/ property is physically vacant and available- "Ready to occupy?"	

11.2	Whether it is an Independent Building for exclusive use for the CBSE, without, sharing with any other user? If not give details of tenants/ proposed tenants. (The bidder may be required to furnish copy of lease agreement with other tenants, if called for)	
11.3	Year of construction. Specify whether the said building was given on lease/hire or occupied earlier? If yes furnish details along with last rent charged and date of vacation by the earlier lessee.	
11.4	Whether proper access from road is available? Also specify clearly whether the premises are easily accessible for heavy vehicles. Inform if any restrictions have been imposed by Govt. or other authorities.	
11.5	Mention specifically any hazards associated with the building or surroundings which are harmful for human occupation.	
11.6	Whether all Govt. Dues including property tax, electricity, telephone water bills etc., if any, have been duly paid upto date? (enclose documentary proof for the same)	
12.	Signage- The CBSE, requires the right to use its Logos and graphics at the entrance to its premises and within signage in the elevator lobby on the leased floor(s) and in the building lobby. Preference to install a Prominent signage on the main building facade.	
13.	<b>Amenities Available</b>	
13.1	Electric Power Supply	Yes/No
13.2	Type of flooring in toilets	
14.	<b>Services</b>	
14.1	Whether water is available from borewell	Yes/No
14.2	Whether water is available from Municipal corporation with overhead tank and sump	Yes/No
14.3	Whether municipal sewage system	Yes/No
14.4	Whether Yard light provided	Yes/No
14.5	Whether central air-conditioning duct/plant is available	Yes/No

**NOTE:** Enclosed documents wherever required. Attach extra sheets duly signed, if required.

**Undertaking**

I have gone through the various terms and conditions mentioned in the Tender Documents and I agree to abide by them. I..... Son/ Daughter of..... solemnly declare to the best of my knowledge and belief, the information given above and in the enclosures accompanying it is correct, complete and truly stated.

Yours faithfully,

Place:

Signature:

Date:

Name:

Designation:

**SECTION-5**  
**BIDDING PROCESS AND EVALUATION**  
**CRITERIA OF THE BIDS**



## **1. BIDDING PROCESS**

There shall be a two stage bidding process followed for hiring of office space/ premises.

## **2. PREPARATION OF BID**

**Language:** Bids and all accompanying documents shall be in English or in Hindi.

**Technical Bid:** Technical Bid should be prepared alongwith all required information, documents in support of the minimum eligibility criteria, Valid EMD and Tender Fee of requisite amount. Documents comprising the Bid:

- a. Bidder Submission form duly signed and Printed on Company's **Letter head**.
- b. Bidder's Profile with undertaking.
- c. All forms duly filled, signed and stamped.
- d. Bid security as per NIT.
- e. All attested supporting document in proof of having fully adhered to minimum eligibility criteria.

**Financial Bid:** Bidder should prepare financial Bid in the Price Schedule/BOQ as provided in the Tender Document.

## **3. SUBMISSION OF BID**

The Proposal should be submitted in two parts i.e. Technical and Financial.

The bid shall be submitted in online in CPP Portal only. No bids shall be accepted by fax/ mail, speed post, courier etc. or any other modes.

An Integrity Pact Agreement may be executed as per format at **Annexure-1**.

## **4. CLARIFICATION ON TECHNICAL BID EVALUATION**

- 4.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids and qualification of the bidders the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 4.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request letter for clarification, its bid may be rejected.
- 4.3 Client also reserves right to seek confirmation/ clarification from the ISSUER agency, on the supporting documents submitted by the bidders.
- 4.4 CBSE reserves the right to reject any proposal which is not substantially responsive.

## **5. EVALUATION CRITERIA OF THE BID**

CBSE will evaluate the technical bid as per the eligibility criteria mentioned in the tender and financial bid of the technically qualified bidders will be opened only.

**5.1 PHYSICAL INSPECTION BY THE COMMITTEE:** Before opening of Financial Bid Physical Inspection of the offered space/premises of Technically Qualified Bidders may be carried out to verify the suitability & accessibility for setting up the Board's Regional Office. The criteria/parameters for recommendation of the Committee would be as per **Annexure-V**.

**5.2 EVALUATION CRITERIA OF FINANCIAL BID**

- a. The Financial Bids of all the technically qualified Bidders shall be opened online. As per e-Tender norms, automatic generated information shall be transmitted to the Bidders.
- b. Lowest bidder i.e. L-1 amongst the technically qualified Bidders would be selected as per the following:-
  1. Lowest rate of Rent per Sq.ft per month including all facilities and services as specified in the tender document offered by the bidder (excluding GST).
  2. Basic Rent per month will be calculated as per the following criteria:-

- Carpet area X Rate of rent per Sq.ft per month.

**Note:-**

- If the Rate of rent of the bidders coincides, preference would be given to the bidder having maximum carpet area.
  - If the offered area is more than 25000/30000 sq.ft., as the case may be, in that case, monthly rent shall be restricted to 25000/30000 sq.ft. only.
3. For calculation of basic monthly rent, the carpet area to be taken for evaluation shall be decided by the evaluation committee, which further will subject to suitability and accessibility of the offered space/premises for establishment of CBSE Office.
- c. Rent rate per Sq.ft of carpet area per month inclusive of all services and taxes and duties (Except GST), subject to comparison with Rent Reasonableness Certificate issued by Central Public Works Department.
  - d. As per CVC guidelines, if required negotiation will be held with L-1 bidder.

**6. RIGHT OF ACCEPTANCE**

The Chairman, Central Board of Secondary Education reserves rights to reject any or all bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Chairman, Central Board of Secondary Education, in this regard, shall be final and binding. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

The competent authority of the office of the Central Board of Secondary Education reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

**SECTION-6**  
**TERMS & CONDITIONS**

**1. Rental Charges of the premises**

- a. The rent proposed to be charged per square feet per month on the carpet area which should be inclusive of all services and taxes (except GST) and duties to be paid to various authorities. TDS as per rules shall be deducted from the rent payable.
- b. The monthly rent will start as and when peaceful possession of the building is taken over by the CBSE.
- c. All existing and future taxes including property taxes, assessment charges and other outgoing whatsoever of every description in respect of the said premises payable by the owner thereof, shall be paid by the owner/bidder.

2. The owner of the premises will have to hand over the possession of space/ premises within forty five (45) days of acceptance of the offer by the Board.

3. The offer should be valid for a minimum period of 120 days from the date of opening of tender, which may be extended further 30 days by the CBSE.

4. **Standard Rent Escalation Clause:-** Bidders may note that no enhancement in rental charges will be allowed during the initial three (03) years (LOCK-IN-PERIOD) of the agreement period. If lease is extended beyond three (03) years, the enhancement of rent (cumulative) would be decided after due negotiation with the lessor. The maximum increase shall not exceed Eight (08) percent per annum as per office memorandum F.No. 16011/1/2011-Pol.III Directorate of Estates (Policy-III Section) Ministry of Urban Development, which would be effective after the expiry of Lock in period without any kind of arrears of the enhancement of the per annum rent.

**5. Returning of Earnest Money Deposit (EMD)**

- a. The EMD of the unsuccessful bidders in the technical bid evaluation stage shall be returned after opening of the eligible financial bid.
- b. The EMD of the bidder who have participated in the Financial Bid as well as successful bidder shall be returned after award of the contract.

6. Tenders received after the due date and time for whatever reason, shall not be entertained and the CBSE shall not be responsible for any loss or delay in delivery of tender documents.

**7. Lease Agreement -**

- a. The successful bidder shall be required to sign a Lease Agreement with the designated authority of the CBSE.
- b. The agreement shall be signed initially for a period of 03 (three) years extendable for further period as per requirement.
- c. The original copy of the lease document shall be retained by the Lessee.
- d. Bidders may note that no increase in rental charges per month will be allowed during the initially 03 (three) years of the agreement period.
- e. The lease will be initially for a period of three (03) years. The initial period of three years will be LOCK-IN-PERIOD.
- f. No security deposit or advance rent shall be paid by the CBSE.
- g. **Renewal/ Termination of Lease agreement** – The lease of the offered scheduled premises /Office space maybe renewed/ terminated after the expiry of initial lease period at any time by giving to the landlord 90 days prior notice in writing, of its intention to do so. Any renewal of the lease shall be on the same terms & Conditions contain herein. Monthly rent payable for the renewal period shall be escalated as per mutual consent of both the parties.

8. **Non-relative certificate:** The bidder will have to submit a certificate on their letter head that no relatives are employed/ working in CBSE. **Annexure-III.**

9. The space required is for IT enabled office work.

10. **Utilities**

- a. The Office space shall have 3-phase electric supply and ensure 24x7 power supply through suitable power back up provision. A separate electric meter (commercial) shall be installed exclusively for the use of the Office. The Office space shall have provision for 24 hour running water supply sufficient for both drinking and utility facilities.
- b. The CBSE shall pay all charges in respect of electricity bill and water charges used in the said premises during the lease period as per the prevailing rates. For electricity supplied through generator set (as power back-up), a separate meter should be installed.
- c. The cost of repair and maintenance of civil/ electrical installation including Air Conditioning plant, power back up (DG sets), lifts and common areas etc. will be the responsibility of the owner. Routine replacement of electrical fittings like bulbs, tubes and other consumables will be done by the CBSE.

11. **The scope of maintenance to be carried out by owner/ landlord are as under:**

- 11.1 Periodical maintenance of the building, which includes painting/ cleaning of the exteriors and all the common areas of the building.
- 11.2 Insurance of building.
- 11.3 Day to day housekeeping and maintenance of all common areas including pavement, landscape, common garden area and provision of consumables for the same.
- 11.4 Maintenance of all Elevator including payment of AMC.
- 11.5 Lighting of common area and provision of consumables for the same.
- 11.6 Provision and marking of building direction.
- 11.7 Maintenance of Common water supply system.
- 11.8 Provision of signage pertaining to common services.
- 11.9 Maintenance and running of common DG sets, payment of their insurance and AMC.
- 11.10 Regulating vehicle movement within the premises.
- 11.11 CBSE would requires Lift & gen-set services (Power backup round the clock throughout the year).

12. **Penalty:** The owner/landlord/bidder should make sure that the Power Back-up, Lifts and Air-Conditioner units work smoothly during the period of contract. In case bidder fails to maintain major equipment's like DG-sets, Lifts & AC Plant etc, within fairly reasonable time, which are under scope of maintenance to be carried out by owner/landlord, the CBSE, after dully informing the owner, will get the equipment rectified/repaired/maintained at its own cost. The cost so incurred shall be recovered from the monthly rent payable to the bidder.

13. All the maintenance related minor complaints shall be attended to within 04 hours but not later than 12 hours to the satisfaction of CBSE. If the bidder fails to do so, Rs.500/- per complaint shall be recovered from the monthly rental bill as compensation. In case the complaint is not attended within two working days, the job shall be done at the risk and cost of the bidder.

14. The CBSE, at any time during the Lease Period/ Extended Lease period may make temporary alterations like partitions, office fixture and fitting as per their requirement.

15. Terms and conditions given in this Tender Documents shall be considered as an integral part of this offer/ tender. In case of any conflict in terms and conditions of Tender Documents, the conditions stipulated in the Tender Documents shall take precedence.

**16. Dispute Resolution: -**

- Any dispute related to bidding process, raised by one or higher number of bidders, shall be subject to final decision by the **Secretary, Central Board of Secondary Education, Delhi.**
- The CBSE reserves the right to reject all or any bids at any stage, without assigning any reasons thereof.

17. Participation in the tender process does not entail the bidders any commitment from the CBSE. The Board will not be liable for any damage/ loss caused to the bidders during the tendering process. The CBSE reserves the right to reject any/ all offers without assigning any reasons.

18. **Jurisdiction** - The Court at -----/ High Court of..... (place of property) will have exclusive jurisdiction to determine any proceeding in relation to this contract.

19. **Arbitration** - The arbitration shall be as provided under the provision of Arbitration and Conciliation Act, 1996 and its amendments time to time. The Chairperson, CBSE shall appoint Arbitrator and shall be binding on both the parties.

20. **Force Majeure** - Neither the Lessor nor Lessee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in materials adverse

Effect, shall constitute force majeure events e.g. Earthquake, Flood, Inundation Landslide, Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances, Fire caused by reasons not attributable to the Lessor. Acts of terrorism and any other similar things beyond the control of the party, except court order/ judgment.

21. Each party will bear and pay their lawyer's fees and legal expenses/charges, Stamp duty on registration will be payable by both the parties in the ratio of 50% each.

**SECTION – 7**  
**ANEXURES**



**INTEGRITY PACT**

This pre-bid pre-contract Agreement (herein after called the Integrity Pact) is made on the day of the \_\_\_\_\_ month of \_\_\_\_\_ 2024 between, on one hand, the Central Board of Secondary Education acting **through its Secretary**, (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. \_\_\_\_\_ (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 CBSE proposes for hiring of fully furnish and air-condition office space/premises located at \_\_\_\_\_ 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 autonomous body under the Ministry of Education, Govt. of India.

NCW, THERE FORE, 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:

- i. Enabling the **Lessee** to obtain the desired said stores/equipment/services 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
- ii. 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 and, 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 which is unlawful antinational or under the relevant Anti-Corruption laws of 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.
- 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<sup>1</sup>, can be terminated for such reason.

### **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. Bid Security/ Performance Security/ Guarantee Deposit**

- i. While submitting bid, the BIDDER shall deposit the Bid Security Deposit/ Performance Security/ Guarantee Deposit as specified and at terms and conditions as mentioned in Tender Document with the LEASEE.
- ii. In case of the successful BIDDER the provisions of Sanctions for Violation of performance shall be applicable for forfeiture of EMD/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 encase 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. 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.

#### **9. 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.

#### **10. 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.

11. 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 Independent External Monitors (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.
12. A person signing integrity pact (IP) shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.
13. 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.
14. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.

Any violation of the Integrity Pact would entailed 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 \_\_\_\_\_

**For Central Board of Secondary Education  
(First Party)  
(With complete address, contact no. & seal)**

**for M/s .....  
(Second Party)  
Signature of the Agency**

**Witness:-**

1).....  
**(Signature, name and address)**

2).....  
**(Signature, name and address)**

**Witness:-**

1).....  
**(Signature, name and address)**

2).....  
**(Signature, name and address)**

**Place:**

**Date:**

<b>REQUIREMENT FOR FULLY FURNISHED OFFICE SPACE/ PREMISES</b>			
<b>S.No</b>	<b>Item</b>	<b>Quantity</b>	<b>Remarks</b>
<b>A</b>	<b>Toughened Glass Cabins</b>		
1	Cabins for HoD ( R.O / CoE Head)	02 Nos.	
2	Cabins for Branch Officers	07 Nos.	SO/AS/US
3	Cabin for Conference hall	01 No.	
4	Cabin for Training hall	01 No.	
<b>B</b>	<b>Tables (Godrej or Equivalent)</b>		
1	HoD (Executive Table)	01 No.	
2	Head, CoE (Executive Table)	01 No.	
3	Branch Officers	07 Nos.	SO/AS/US
4	Conference hall	01 No.	For 40-50 persons.
5	Training hall	01 No.	For 40-50 persons.
6	Secrecy work for Class 10th	25 Nos.	
7	Secrecy work for Class 12th	25 Nos.	
8	Reception Setup	01 Set	
<b>C</b>	<b>Chairs (Revolving High Back)</b>		
1	HoD	01 No.	
2	Head, CoE	01 No.	
3	Branch Officers	07 Nos.	SO/AS/US
4	Conference hall	40-50 Nos.	
5	Training hall	40-50 Nos.	
6	Secrecy work for Class 10th	40 Nos.	
7	Secrecy work for Class 12th	40 Nos.	
<b>D</b>	<b>Steel racks for AB Cell</b>	300 Nos.	
<b>E</b>	<b>Wooden/ Steel Almira (Godrej/ Equivalent)</b>	35 Nos.	
<b>F</b>	<b>Sofa set with Centre table and side stools</b>		
1	Visitor area/ room (HoD & Head, CoE) 5-seaters	02 sets	
2	Branch Officers 3-seaters	04 sets	
3	Waiting area 5-seaters	05 sets	
<b>G</b>	<b>Workstation tables with revolving chairs for the staff</b>	For 50 persons	
<b>H</b>	<b>Furnishing of Conference Hall (Audio + Mic + Projector + Television etc. all complete). Any additional requirement may also be provided by the bidder.</b>	01 No.	

I	<b>Furnishing of Training Hall (Audio + Mic + Projector + Television etc. all complete). Any additional requirement may also be provided by the bidder.</b>	01 No.	
J	<b>Air conditioners as per requirement the entire premises.</b>		
K	<b>LED fixtures in ceiling as per requirement.</b>		
L	<b>Fans (Ceiling/ Wall Mounted) as per requirement.</b>		
M	<b>LED Television</b>		
N	<b>Toilets (Gents) as per requirement.</b>		
O	<b>Toilets (Ladies) as per requirement.</b>		
P	<b>Urinals (Gents) as per requirement.</b>		
Q	<b>Washbasins as per requirement.</b>		
R	<b>Drinking Water dispensing supply points washbasins as per requirement.</b>		
S	<b>Cabin for server room washbasins as per requirement.</b>		
T	<b>Cabin for UPS room washbasins as per requirement.</b>		
U	<b>Security room</b>		
V	<b>Ladies Common Room</b>		
W	<b>Creche</b>		
X	<b>Access Control with Internet facilities in the building/ premises</b>		
Y	<b>Provision of Roller blinds/ curtain over windows as per requirement of the Board</b>		

**NOTE - The above requirement are tentative. It may increase/ decrease.**



**CERTIFICATE**

**Certificate on Non-Participation of near Relatives in the tender**

I \_\_\_\_\_, S/O \_\_\_\_\_,  
R/O \_\_\_\_\_ hereby certify that none of  
my relative(s) is/are employed in CBSE ,H.Q building, Preet Vihar, Delhi as per  
details given in tender document. In case at any stage, it is found that the  
information given by me is false/ incorrect, CBSE office shall have the absolute  
right to take any action including termination of the Contract as deemed fit/without  
any prior intimation to me.

Signed \_\_\_\_\_

For and on behalf of the Bidder

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**ANNEXURE-IV**

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

**Date:**

To,

The Executive Engineer,  
Central Board of Secondary  
Education, Shiksha Kendra,  
Preet Vihar,  
Delhi-110092

**Subject: Acceptance of Terms & Conditions of Tender.**

Tender Reference No: ....

**Name of Tender / Work: - Tender for Hiring of Office Space/ Premises for CBSE at**  
-----.

Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned „Tender/Work“ from the web site(s) namely: <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

**(Signature of the Bidder with Official Seal)**

**Physical inspection report of the committee for the offered space/premises**

S.No	Description	Name of the Agency			Remarks
		M/s-----	M/s-----	M/s-----	
1.	<p><b>A. Technical information of the space/building</b>                      (i) Whether the offered premises is load bearing/frame structure.</p> <p><b>B. Details of Property</b>                      (i) Width of the road on which property is located.                      (ii) Whether the offered space for rent is situated on more than one floor. Specify numbers of floor with total carpet area on each floors.                      (iii) Whether the offered property is well connected with the public transport facility.                      (iv) Whether the offered property is an independent building for exclusive use for CBSE.                      (v) Whether the offered space/building is physically vacant and available for occupy. PI comment.                      (vi) Whether proper access from road is available.                      (vii) Whether heavy vehicle are easily accessible.                      (viii) Whether the offered space/building is having proper ventilation and natural light.                      (ix) Whether sufficient Gents/Ladies toilet facilities are available.                      (x) Whether sufficient parking space for car/two-wheeler vehicle are available.</p> <p><b>C. Recommendation:</b>                      (i) Whether the offered space/building is suitable for CBSE Regional Office.</p>				

**1. Committee members**

**2. Committee members**

**3. Committee members**

**SECTION-8**  
**FINANCIAL BID**

**SUBJECT : TENDER FOR HIRING OF OFFICE PREMISES FOR CBSE. AT-----**

**FINANCIAL BID**

1. Name of the Agency/Firm
2. Name & Address of the owner/bidder (with Mobile Numbers)

<b>Sl. No.</b>	<b>Items Description</b>	<b>Basic Rate per Sq.ft per month (in Rs.)</b>
1	Hiring of office space/premises for CBSE at following locations across the country. Interested bidders may quote their Basic Rate of rent including all facilities and services as specified in the tender document etc. all complete	
1.01	Ahmedabad	
1.02	Ranchi	
1.03	Ludhiana	