

TENDER NOTICE

Invitation of bids for supply installation, commissioning, operation and maintenance of digital teaching aids comprising of e-content and equipments on BOO (Build, Own and Operate) basis in 200 classrooms of Govt. Schools of U.T, Chandigarh for five (5) years.

Education Department, Chandigarh Administration (School Education) plans to implement the e-learning solution (digital teaching aids) on BOO (Build, Own and Operate) basis in Government Schools of U.T., Chandigarh with the objective of enhancing teaching/learning in Government Schools of UT, Chandigarh.

E-Tenders are invited from the reputed manufacturers or their authorized suppliers for the supply, installation, commissioning, operation and maintenance of digital teaching aids comprising of equipment and e-content on BOO (Build, Own and Operate) basis in 200 classrooms of Govt. Schools of U.T, Chandigarh for 5 years. Interested parties may submit their tenders only online on portal (<https://etenders.chd.nic.in>).

S. No. Events	Date & Time
1. Issue of Tender Document online	30-07-2018
2. Pre-Bid Meeting	06.08.2018 at 11.00 AM
3. Last Date and time of submission of bids	27.08.2018 at 05.00 PM
4. Opening of Technical Bid	31.08.2018 at 11.00 AM
5. Opening of Commercial Bids	To be notified to qualified bidders via email or fax

The detailed tender document is available on the websites <https://etenders.chd.nic.in> and <http://www.chdeducation.gov.in>.

District Education Officer,
U.T., Chandigarh.
Office near Church, Sector 19B,
Chandigarh-160019
Ph.0172-2782770, 5021691

Invitation of bids for supply installation, commissioning, operation and maintenance of digital teaching aids comprising of e-content and equipments on BOO (Build, Own and Operate) basis in 200 classrooms of Govt. Schools of U.T, Chandigarh for five (5) years.



District Education Officer,
Chandigarh Administration
Sector 19 B, Chandigarh
Chandigarh - 160019. Tele-
fax: 0172-2782770
www.chdeducation.gov.in

I- SCOPE OF WORK, SPECIFICATIONS, ESTIMATED COST & TIME FOR EXECUTION

1. Scope of Work

- i) Supply, installation, commissioning, operation and maintenance of digital teaching aids comprising of equipments and e-content on BOO (Build, Own and Operate) basis in 200 classrooms of approximately 08 Govt. Schools in U.T., Chandigarh.
- ii) Training/Orientation of the teachers/officials/staff on usage of system i.e. e-Content and equipment.
- iii) To provide e-content as per NCERT/CBSE mapping and coverage of following subjects:-
 - a. Mathematics I-X Class (NCERT)
 - b. English I-VIII Class (NCERT)
 - c. English. IX-X Class (CBSE) - Communicative / Language & Literature
 - d. EVS III-V Class (NCERT)
 - e. Science VI-X Class (NCERT)
 - f. Social Studies VI- X Class (NCERT)
 - g. Hindi I-VIII Class (NCERT)
 - h. Hindi IX-X Class (NCERT) - Course A & Course B

The above subjects are indicative. Any other subject prescribed by CBSE in the Govt. Schools of U.T., Chandigarh shall be covered and provided free of cost by the bidder within twelve (12) weeks of introduction.

(List of prescribed books in Government Schools of Chandigarh is available in the office of DEO.)

- ~ All e-content (except languages) must be bilingual (English and Hindi).
 - ~ Changes prescribed by NCERT/ CBSE from time to time shall be incorporated in e con-tent within 8 weeks of introduction.
 - ~ The supplied e-content should be of highest quality, clarity, and Intelligible to students.
- iv) The Bidder will be liable for any hardware & software update/ up-gradation of supplied items/e-content for maintenance purpose without any extra cost during period of contract.
 - v) The Bidder has to ensure that during the execution of the project they do not damage or disrupt the existing equipments/ services. Any damage to the existing equipments/ services shall be made good by the bidder.
 - vi) **Training:**
 - a The bidder shall organize computer training for 450 teachers/ officials/ staff of the schools after supply, installation and commissioning of e-content and digital aids along-with training module.
 - a. Training shall be in batches of 20 teachers each. Each batch will get training for 5 days @ 6 hours per day of which 2 hours daily shall be hands-on.

- c. The Trainer must be IT Graduate from a recognized University having full knowledge of e-content, digital aids, Operating System, & other Software operational in the schools.
- vii) **Manpower Services** - The bidder will deploy one full time qualified person (minimum qualification - Graduation in Computer/ IT/ Electronics Engineering) in each of the said school for first 6 month and thereafter one person for every two schools for the remaining period of con-tract. The duties of manpower are as follows:
 - a. To ensure that all supplied equipments are in working condition and updated regularly.
 - b. To implement the recommended improvements (if any) and submit feedback to the concerned official of the school regarding implementation.
 - c. Any other duties/ work related to this project as required to fulfill the objectives.

2. SPECIFICATIONS (HARDWARE)

Short Throw Multimedia Project with Roof Mount:

- i.) Minimum 3000 Lumens, LED display technology, resolution: full HD Minimum 1080p-1920X1080, Wi-Fi enabled, versatile inputs include HDMI, RJ45 for network control and monitoring, wireless image transfer HDMI/VGA/Per Cables and wall bracket.
- ii.) CPU with Intel Core i5 with 7th Generation/AMD-Ryzen 7, Memory: 4 GB, DDR4 RAM or above, Hard Disk Drive 1 TB, 2GB Dedicated Graphic card, Wireless keyboard 104 keys, wireless Mouse, 04 USB Ports or more (at least 2 USB with 3.1), 1 display port/VGA port, audio ports for microphone and headphone in front, 24 x or better DVD RW Drive, Networking facility: 10/100/1000 on board integrated Network Port, supporting Wi-Fi Operating System: Licensed re- loaded window 10 or latest version with Media, documentation and Certificate of Authenticity, Preloaded Antivirus w.r.t Operating System with annual subscription for span of the project.
- iii.) Lockable Metal Cabinet for CPU, UPS, Key Board and Mouse etc. Lockable sliding top & Keyboard tray, space for CPU, UPS with sufficient electricity points/provision duly insulated from electrical shocks.
- iv.) **Smart Board with fitting:**
Active Size: Minimum 75+ diagonal or better, resolution: full HD 1080p-1920X1080, Aspect Ratio 16.9 or better, should integrate with Tablets.

Writing: Both finger and pen touch should guarantee legibility, finger should glide effortlessly, providing hours of comfort ad error free use. Pen should enable writing in different colors at the same time to encourage collaboration. Automatically differentiate between finger palm or pen to on the board to touch, erase and edit with ease. Should supports multi touch with freestyle interaction.

No interference from Electromagnetic sources/sunlight and other external influences, Data ports:- USB connection (USB 3.1), storage: saving of files in hard disk setup with CPU. Software should have interactive features life palm touch, image gallery, image enlarge: snap shots, recording lectures, reveal option, focus to specific part of content, zoom etc.

- v. **UPS:** UPS Capacity 1KVA, Input voltage Range:160-380V AC, Output 220V + 5% VAC, frequently 50+ 1% Hz, Stand by-time of at least 30 minutes and maintenance free batteries.

- vi. Stereo Speakers with clear and adequate sound (to be demonstrated).
- vii. Remote /Presentation control and run digital and multimedia content from distance like pause, play, backward and forward.
- viii. Microsoft Office Software (Educational Version)
Latest compatible Education version, Reliability, Security, up to date, Privacy, Administration, to work and train on Word Documents, Presentations, Excel and other related office software.

ix. **Tablet- To provide in 25% class rooms of each school.**

Android Tablet Specification- Minimum 1.5 GHz Quad Core, Android 6.1 or above, screen size: 10.1 Inches, HD 800*1280 IPS, Capacitive Multi Touch Panel, RAM: 2GB, Internal Memory: 32 GB, Card slot supporting upto 64GB, WLAN (wi-fi) 802/11/b/g/n, USB 1x5pin micro USB port (2.0 high speed), Headset: 3.5 mm, Front Camera: 2MP, Back Camera: 5 MP, Video support, Battery: minimum 6000 mAh Lithiumion Polymer, with flip cover and screen guard, with all accessories like charger, earphone/ head phone etc. and tablet should be branded, light weight and must adhere to any international standard (vender to provide certificate)

Complete commissioning with wiring and installation.

1. ESTIMATED COST

The estimated cost of the entire project is Rs.7.20crores approximately @ Rs.6000 per class per month inclusive of taxes (based upon informal market enquiry)

2. TIME FOR EXECUTION

The Delivery & Installation of e-content and digital aids/equipment shall be done within 12 weeks from the date of placement of work order at the schools to be identified by the Chandigarh Administration.

II)

ELIGIBILITY

a) For Bidders

- i. The bidder should have an ISO 9001:2008 or any other equivalent or better quality certification. Supporting documentary proof should be enclosed.
- ii. The bidder shall have executed project in curriculum of subjects mentioned in I) (1) (iii) of scope of work in at least 1000 classrooms in last three years and shall provide relevant copies of the customer work orders and satisfactory work completion certificate from clients.
- iii. The bidder should have annual average turnover of Rs.50.00 crores in each of the last three financial years along with documentary proof i.e. upto 31-03-2017. Self Attested audited copies of the biddersqannual reports have to be attached.
- iv. The bidder will undertake that the support including spares, patches, upgrades, updates, etc. for the quoted products/ software shall be available for next 5 years from the date of acceptance of the project.
- v. The bidder may be asked to demonstrate the offered product(s) at a notice of five working days during the technical evaluation. An undertaking confirming the same should be sub-mitted in this respect.
- vi. The bidder should not have been barred or black-listed by any of the central/state govt. departments/ organizations / PSUs/ Schools. A self-declaration certificate along with an affidavit duly attested by Executive Magistrate or Notary Public, as given at Annexure- I shall be submitted in original.

- vii. The bidder should be a Company/Firm/ Sole Proprietor. Bidder must be in existence for the last three years as on 31st March 2017. Copy of valid Certificate of Registration at-tested by Company Secretary/ Authorized Signatory should be submitted by the bidders. (registration Doc)
Consortiums are not allowed.
- viii. The bidder should have an office in tricity (U.T., Chandigarh, Panchkula or SAS Nagar, Mohali) with a Toll Free number and sufficient service & support resources for giving services at installation site or undertake to establish it within 2 months of allotment of work.
- b) For OEM(s)/ Manufacturer(s)**
- i. The OEM of equipments (i.e. Systems, Short Throw Projector, Interactive Board, Softwares & UPS) should have minimum turnover of Rs. 500.00 Crores (or equivalent in other accept-able foreign currency) each year during the last three financial years. A certificate confirming the above from OEM on their letter heads should be attached along with the bid by the bidders. OEM's Global turnover shall be considered.
- ii. The OEM/bidder must have spares depots in the India with local logistics support and adequate spares for the equipment supplied. This is to ensure immediate deli-very of spares parts.

Note: The Bidders are requested to furnish documents to establish their eligibility for each of the above clauses. If tender is not accompanied by all the above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances. However, Education Department, Chandigarh Administration reserves the right to seek fresh set of documents or seek clarifications on the already /submitted documents.

Upon verification, evaluation/assessment, if in case any information furnished by the Bidder is found to be false / incorrect then the bid shall be summarily rejected. EMD shall be forfeited and no correspondence on the same shall be entertained.

III)

HOW TO APPLY & TIMELINE

Interested parties may submit their tenders only online on portal ([https://etenders. hd.nic.in](https://etenders.hd.nic.in)) as per the following schedule:-

S. No. Events	Date & Time
1. Issue of Tender Document online	30-07-2018
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5. Opening of Commercial Bids	To be notified to qualified bidders via email or fax

Scanned copies of all the documents viz. Demand Draft/ Bank Guarantee etc. and other documents for Technical Evaluation are required to be uploaded online. The documents in physical form in original are required to be submitted as under:-

- i. The first cover indicating %Earnest Money Deposit+ shall consist of only Demand Drafts/ Bankers' Cheques/ Bank Guarantee etc. on account of Earnest Money Deposit as mentioned in the tender document.
- ii. The second cover indicating %Cover for Technical Bid+ should consist of only Bidder's profile, compliance sheets with supporting documents, all the documents as asked in support of Eligibility Criteria, set of e-content developed by them, technical solution, specification, design, configurations of the items offered etc.
- iii. All the two covers should first be sealed separately, and then should be kept in a single sealed bigger cover. This cover addressed by name to "The District Education Officer, U.T., Chandigarh, Sector 19 (Near Church), Chandigarh, should be submitted on or before due date and time.
- iv. There should not be any discrepancy in the bids submitted online (i.e. e-Tender) and that submitted as hardcopy. In case of any discrepancy, the bid uploaded at e-Tendering website shall prevail.
- v. The commercial bid should be submitted online only.
- vi. Bids received after the due date & time is liable to be rejected. In the event of due date being a holiday or declared Holiday for Government offices, the due date for submission of the bids will be the following working day at the appointed time & venue.
- vii. Bids should be valid for a minimum period of 180 days from the date of opening of commercial bid.

IV Evaluation Criteria

- i). The tender will be processed in three stages:
 1. Eligibility will be checked.
 2. E-Content and experience will be evaluated of those found eligible.
 3. The financial bids of only those firms shall be opened, who will score minimum 75 marks in the second stage of technical evaluation.
- i) The committee for evaluation of e-content would evaluate the e-contents developed by the bidders as per requirement of Education Department.

The committee will award marks as per the Parameters for evaluation of e-content given below:-

S. No.	Criteria	Maximum Marks/ Weightage	Method of allotting marks for technical score
1.	Quality of Content	30	a) Explanation of concepts b) Activity based content
2.	Quality of animation	20	a) Visual clarity and brightness b) Font size c) Sound clarity, Audibility, Accent Naturality d) Sufficient number of animations (2D/3D)
3.	Availability of virtual laboratories and e-library	10	a) Virtual laboratories in Maths, Science, EVS, SST b) Language laboratory c) E-library
4.	User Friendly Interface	10	a) Access to teachers for customizing the content b) Access of E-content to students outside school

5.	Supplementary Material	5	a) Variety of assignments and worksheets b) Bilingual assignments c) NCERT solutions d) Additional material related to topic including interactive exercises e) Availability of different evaluation tools as per CCE Pattern
6.	Number of classrooms in India in which similar multimedia educational content has been provided	25	Less than 1000 classrooms = 0 Marks 1001 to 2000 classrooms = 5 2001 to 3000 classrooms = 10 3001 to 4000 classrooms = 15 4001 to 5000 classrooms = 20 Above 5000 = 25 (Documentary proof required)
	Total	100	

***Minimum qualifying marks will be 75 to qualify for opening of the financial bids.**

(V) GENERAL CONDITIONS

1. EARNEST MONEY DEPOSIT

- i). Each e-tender must be accompanied by Earnest Money Deposit (EMD) of Rs.16,00,000/- (Rupees Sixteen Lakhs only) in the form of Demand Draft/Pay Order/EMD Fixed Deposit/Bank Guarantee of any Nationalized/Scheduled Commercial Bank taken in the name of the District Education Officer, U.T., Chandigarh. Bank Guarantee should be valid minimum for a period of one year from due date of the tender. **E-tenders received without Earnest Money Deposit are liable to be rejected.**
 - ii). Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder with-draws or impairs or derogates from the tender in any respect within the period of validity of the tender.
 - ii) EMD submitted in the form of fixed deposit/BG will be returned as it is. In case of EMD in the form of DD/Pay order, no interest will be payable by the District Education Officer, U.T., Chandigarh, on the Earnest Money Deposit.
 - iii) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
1. A Pre-Bid meeting will be organized on the scheduled date and time in Committee Room 4th Floor, **UT Secretariat, Chandigarh, Sector-9, Chandigarh.** The Chandigarh Administration may incorporate any changes in the tender based on acceptable suggestions received during the interactive Pre-Bid meeting.
 2. **Chandigarh Administration** may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidders, modify the Tender Document by an amendment. The same will be posted on above mentioned websites.

3. **The bidder shall quote single lump-sum rate per classroom per month (for all services as per scope of work) which shall be inclusive of all taxes and levies. No escalation shall be applicable during the currency of the contract.**
4. **Bidder participating in the Tender/shortlisted after due processing of Tender can be blacklisted, as per Finance Department, Chandigarh Administration notification No. 1927-F&PO(3)-2009/1170 dated 27th February, 2009 and any amendments thereof, for not fulfilling the requisite requirements of the Tender Documents or for concealing any information or for furnishing any false documents/statements in the Tender.**

5. PERFORMANCE SECURITY

The successful bidder shall within 15 days from date of work order submit Performance Security equivalent to 5% of the total cost of the work order. The Performance Security may be in the form of Demand Draft/Pay Order/Bank Guarantee of any nationalized/scheduled commercial bank as per the enclosed Performa. The Performance Security should be valid for 60 days beyond the date of completion of all contractual obligation of the Supplier/Service Provider including warranty obligations. No interest will be payable by Education Department, Chandigarh Administration, on the Performance Security. In case bidder fails to provide satisfactory service within the contract period the performance security is liable to be invoked.

6. INSPECTION

The District Education Officer or authorized representatives of Education Department, Chandigarh Administration, shall have the right to inspect or to test the supplied items to confirm their conformity to the ordered specifications. In case any inspected or tested goods fail to conform to the specifications, Education Department, Chandigarh Administration, may reject them and supplier shall replace the rejected goods with the goods in conformity with the specification required free of cost to Education Department, Chandigarh Administration. Any de-lay due to above shall attract relevant penalty clauses of the tender.

- i) It may specifically be mentioned whether the tender is strictly as per tender specifications/conditions. If not, superior deviations, if any must be resolved during pre bid. **In the absence of this, tender is liable to be rejected.** Deviation on lower side of specifications will not be considered.
- ii) The price shall be for delivery at desired destination in Chandigarh including installation/Commissioning and complete operationalization. In case of any discrepancy between rates mentioned in figures and words, the later shall prevail. Rates shall be valid for the period of contract / extended period.
- iii) Conditional tenders shall not be accepted on any ground and shall be rejected straightway.
- iv) The provision of GFR, 2017 will prevail where the tender document is silent.
- v) Manpower services provided by the bidder will be under direct control of the bidder. The bidder shall be solely responsible for service related conditions/issues of the deployed man-power. The bidder shall be solely responsible for payment towards the services rendered by the manpower. The bidder shall immediately replace such manpower within 5 working days that is not found suitable. The bidder should ensure continuity in manpower deployment even if some of the person already deployed leave without any advance notice/information.

7. Subletting of Contract (Sub-Contracting)

In no case the successful bidder shall be allowed to sublet this contract at any stage. In case of contravention, the contract shall be terminated with immediate effect and performance guarantee shall be invoked.

8. PAYMENT TERMS:

The payment would be released quarterly on submission of bill to the District Education Officer, UT Chandigarh duly verified by the Principals/Heads of the respective schools after deducting statutory liabilities as applicable from time to time after satisfactory commissioning and operationalization of the complete project.

(X). Penalty clause:

No system in any classroom must break down more than once for 3 hours in two months on account of any prescribed reason and the same shall be restored same day. The bidder must keep adequate backup. For contravention of prescribed terms, the penalties will be imposed as under:-

S. No.	Description	Penalty
1.	Failure to install & commission the systems/items as per the timeline.	Rs.2000/- per classroom per week.
2.	Downtime of the system beyond the prescribed time.	Rs.500/- per day per classroom
3.	Unsatisfactory service/absent from duty for the Manpower deployed.	Rs.2000/- per day per person deployed

(XI) INDEMNITY

For e-content or digital aids/ equipment: The selected bidder shall indemnify the Education Department, Chandigarh Administration/End-user departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. Education Department, Chandigarh Administration/End-user department stand indemnified from any claims that the bidder's manpower may opt to have towards the discharge of their duties in the fulfillment of the work orders. Education Department, Chandigarh Administration/End-user department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the bidder's manpower while discharging their duty towards fulfillment of the work orders. The bidder shall solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The bidder would ensure for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the Education Department, Chandigarh Administration/End-user against the effect of non-observance of any such laws.

For Manpower Services: That the bidder shall indemnify the Education Department, Chandigarh Administration/End -user against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by the bidder by reason of any default or breach or lapse or negligence or non-observance or non-performance of statutory compliance or non-compliance otherwise.

(XII) FORCE MAJEURE

If at any time, during the continuance of this tender, the performance in whole or in part by either party of any obligation under this tender is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under this tender shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the worker as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this tender is prevented or delayed by reason of any such event for a period exceeding 60 days, the worker may at his option, terminate the contract.

(XIII). TERMINATION FOR DEFAULT

- i. Default is said to have occurred:-
 - a. If the bidder fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by the Education Department, Chandigarh Administration.
 - b. If the bidder fails to perform any other obligation(s) under the agreement.
- ii. If the bidder, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from Education Department, Chandigarh Administration (or takes longer period in spite of what Education Department, Chandigarh Administration may authorize in writing), Education Department, Chandigarh Administration may terminate the work order in whole or in part. In addition to above, Education Department, Chandigarh Administration may at its discretion also take the following actions: Education Department, Chandigarh Administration may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the de-faulting bidder shall be liable to compensate Education Department, Chandigarh Administration for any extra expenditure involved towards goods and services to complete the scope of work in totality and 10% of the total value of work order as cancellation charges through invocation of Performance Security.
- iii) Education Department, Chandigarh Administration may at any time terminate the empanelment/work order by giving one month written notice to the bidder, without any compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent

9. ARBITRATION

- i). In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion & whether before or after the termination, abandonments or breach of contract) except as any of the accepted matters, provided hereunder, the parties hereto, shall first endeavor to settle such disputes of differences amicably.

- ii) If both the parties fail to reach such amicable settlement, then either party (Education Department, Chandigarh Administration or Supplier/Contractor) may (within 20 days of such failure) give a written notice to the other party requiring that all matter in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or differences of which such written notice has been given and no other shall be reoffered to the arbitration of a single arbitrator, to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to that of two arbitrators, one to be appointed by each party or in case of said arbitrators not agreeing then, to the umpire to be appointed by the arbitrators in writing before entering upon the references. Provisions of Indian Arbitration & Conciliations Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration.
- iii) Venue of arbitration shall be U.T., Chandigarh.
- iv) The arbitrators or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of parties.
- v) Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respect. Disputes, if any, will finally be settled in the arbitration
- vi) Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and Award respectively shall at the discretion of the arbitrator, or the umpire, as case may be.
- vii) The award of arbitrator or arbitrators, as the case may be, Shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the Contractor hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as provided for in the Tender.

**District Education Officer,
U.T., Chandigarh.**

**DECLARATION
(On Original Letter Head of the Bidder)**

To,

The District Education Officer,
U.T., Chandigarh.

Dear Sir/Madam,

Subject: Tender for supply installation, commissioning, operation and maintenance of digital teaching aids comprising of e-content and equipments on BOO (Build, Own and Operate) basis in 200 classrooms of Govt. Schools of U.T, Chandigarh for five (5) years.

1. We are not involved in any litigation that may have an impact on compromising the delivery of services or affect in supplying e-content, digital aids/ equipment & manpower services as required under this tender.
2. We are not black-listed by any Central/State Government/Public Sector Undertakings/Autonomous Bodies under Central/State Government/ Any Other Organization
3. An Affidavit duly attested by Executive Magistrate or Notary Public in respect of Sr. No.1 & 2 above is also submitted as per Annexure-III.

(Signature of Authorized Person)

Place:

Name:

Designation:

Date:

Office Seal:

Witness with Signature:

1. Name & Address:

2. Name & Address:

PRICE SCHEDULE**FOR THE SUPPLY OF E-CONTENT AND DIGITAL AIDS/ EQUIPMENT**

Sr. No.	Item Description	Total Qty	Unit price per class-room per	Total Price of 200 class-rooms per
1	Supply installation, commissioning, operation and maintenance of digital teaching aids comprising of e-content and equipments on BOO (Build, Own and Operate) basis.	200 class-rooms *	month	month

* The number of classrooms may be increased or decreased as per the actual requirement.

Note: The rates shall be inclusive of all taxes and statutory liabilities.

(Signature and seal of Bidder)

(To be furnished on non judicial stamp paper duly attested by the Notary).

AFFIDAVIT

I/we M/s _____ are registered as
Manufacturer/Distributor/Supplier of _____ as per Sale
Tax Registration Certificate No. issued by _____ having
registered office at _____ and
manufacturing/supply base at _____ do
hereby declare and solemnly affirm that I/We have not been Black-listed, nor mine/our
Tenders or Supply Orders have ever been cancelled by any State/UT/Central
Government or any partner or shareholder either directly or indirectly connected with or
has any subsisting interest in the business of my/our firm nor any legal proceedings have
ever been initiated/pending or any penalty has ever been levied due to delay of non
completion of supply order by any State/UT/Central Government or by any authority.

Place: _____

DEPONENT

Dated: _____

Verification

I/We do hereby solemnly declare and affirm that the above declarations are
true and correct to the best of my knowledge and beliefs. No part of it is false and
nothing has been concealed therein.

Place: _____

DEPONENT

Dated: _____