



**OPEN TENDER
FOR INTERNET
SERVICE PROVIDERS (ISP) FOR
PROVIDING INTERNET
CONNECTIVITY WITH
1GBPS BANDWIDTH IN
THE NEW ACADEMIC BLOCK
ZORAM MEDICAL COLLEGE,
FALKAWN, MIZORAM**

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ZORAM MEDICAL COLLEGE
(An Autonomous Institute under the Government of Mizoram)
FALKAWN - 796005

No. D-37017/1/2024-ZMC(PROC)

Dated Falkawn, the 30th June, 2024

A. NOTICE INVITING BID

Sealed tenders are hereby invited as per schedule annexed to this notice from reputed and bonafide Internet Service Providers (ISP) for Supply Installation and Maintenance of Internet Connectivity with 1Gbps bandwidth over Optical Fiber Cable in the New Academic Block, Zoram Medical College which can be obtained at the office Chamber of the Director after paying a fee of ₹ 500 and will be received by the Director, Zoram Medical College, Falkawn, Mizoram on all working days on or before **23.08.2024** up to **12 noon**. Tenders are to be opened by the Technical Committee under the Chairmanship of Director, Zoram Medical College (ZMC), Falkawn, or his representative at **1:00 PM** on the same day. The tenderers or their representatives may also be present at the time of opening of the quotations, if they so desire. Details are also available at www.zmc.edu.in.

1.	Name of Work	Supply, installation and maintenance of internet connectivity with 1Gbps bandwidth over Optical Fiber Cable (OFC) to the New Academic Building, Zoram Medical College, Falkawn, Mizoram
2.	Last Date and time of submission of Tender Document	23.08.2024 up to 12 noon
3.	Date and Time of opening of Tender Document	23.08.2024 at 1:00 PM
4.	Earnest Money Deposit	Rs. 35,000/-
5.	Tender Documents Fee	Rs. 500

Sd/-(**SANGCHHIN CHINZAH**)

Chairman,
Procurement Committee &
Secretary to the
Govt. of Mizoram
Health & Family Welfare Deptt.

Dated Falkawn, the 30th July, 2024

No. D-37017/1/2024-ZMC(PROC)

Copy to:

1. P.S. to the Secretary, Health & Family Welfare, Govt. of Mizoram for info.
2. The Medical Superintendent, State Referral Hospital Falkawn, for info.
3. The Website Manager, ZMC, Falkawn for information and necessary action.

(**Dr. JOHN ZOHRMINGTHANGA**)

Director
Zoram Medical College
Mizoram: Falkawn

B. INSTRUCTION TO BIDDERS

1. General Instructions:

- a) All firms/Agencies should deposit Earnest Money Deposit' (EMD) @ 5% i.e: ₹ 35,000/- (Rupees Thirty-Five Thousand Only) in the form of call deposit in any Nationalized bank in Mizoram in favor of the Director, Mizoram Medical College, Falkawn, Mizoram.
- b) The bidding is to be done in two parts (two envelopes). The Technical Bid must be submitted in the prescribed format given in Form-D along with Annexure and the Financial Bid must be submitted in the prescribed format given in Form- E. The technical bid and financial bid shall be sealed in separate envelopes duly marked as "**Technical Bid**" and "**Financial Bid**" and put in a **bigger sealed single envelope**.
- c) EMD submitted in any form other than as specified above shall not be accepted and shall lead to rejection of the offer.
- d) The EMD of the unsuccessful bidders shall be returned within a reasonable time or after expiry of the validity period. No interest shall be paid by ZMC on EMD.
EMD shall be forfeited in the following events:
 - i) If the offer is withdrawn during the period of validity of the offer or any agreed extension.
 - ii) If the offer is modified/ altered without the knowledge of ZMC.
 - iii) If the tenderer backs-out.
 - iv) If the tenderer attempts to procure the contract by furnishing false/ incorrect documents and by giving false declarations.Any offer without the EMD shall be summarily rejected.
- e) The selected Firm/ Agency should deposit a 'Security Deposit Money' @5% i.e. Rs. 35,000/- (Rupees Thirty-Five Thousand only) in the form of Call Deposit in any Nationalized Bank in Mizoram in favor of the Director, Zoram Medical College, Falkawn, Mizoram, before signing of contract agreement.

2. Scope of Work:

Supply, installation and maintenance of Internet Connection with 1Gbps Bandwidth over **Optical Fiber Cable (OFC)** to the New Academic Building, Zoram Medical College, Falkawn, Mizoram.

The contract will be initially for a period of 2 years which will be extended based on satisfactory services. The installation of the connectivity shall be carried out in the Zoram Medical College, Falkawn, Mizoram. Any statutory requirement for installation and working of all equipment of the ordered Cable Fibre Connectivity shall be responsibility of the Bidder. Permission from various authorities may be the sole responsibility of the bidder.

3. Specification of Equipment and Services:

The Technical Specifications of the equipments specified in Annexure are the minimum requirements of the Purchaser. The vendors are at liberty to indicate higher specifications than the minimum levels except the bandwidth. The Purchaser reserves the right to place orders at the higher specifications offered by the vendors.

4. The Bidding Documents

The bidder is expected to examine all instructions, forms, terms and conditions, specifications given in the Bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding document in every respect will be at bidder's risk and may result in rejection of the Bid.

5. Amendment of Bidding

At any time prior to the deadline for submission of Bids, ZMC, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bid Document, by amendment. Notification of amendments will be sent to all the vendors and will be binding to all bidders. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, ZMC at its discretion may extend the deadline for a reasonable period as decided by ZMC for submission of the bids.

6. Validity of the Bid

The Bid along with prices shall be valid for a minimum period of 60 days from last date of submission of the tender.

7. Annulment of Bid

As prescribed under Rule 49 (1) (a) (b) (c) (d) of the Mizoram Public Procurement Rules, 2020, the Department will have the right to reject any quotation or to annul the bidding process and reject all bids at the discretion of the competent authority.

8. Commutation

The Department will reserve the right to commute the specification of the internet connections regardless of the specification indicated on the invitation letter. If the above terms are violated or unfulfilled, bid shall be rejected at the time of opening the Bid.

C. ELIGIBILITY OF BIDDERS

Sl. No	Eligibility of Bidders
1.	The Tender is being invited for selecting Internet Service Provider (ISP) for Zoram Medical College, Falkawn. All eligible vendors who are interested in the provision of Internet Connectivity with 1Gbps over OFC to Zoram Medical College, Falkawn may participate in the present Tendering Process.
2.	The bidder may be a Government Organization / PSU / PSE / partnership firm or a limited Company under Indian Laws. (Attested copy of Registration Certificate of the firm must be submitted).
3.	The bidders/ firms must have a positive net worth, and a certificate issued by a Chartered Accountant for this purpose must be enclosed.
4.	Should furnish GST clearance as per the GST Rules.
5.	The ISP should be able to provide a Telephonic Support. The same shall be extended to ZMC for resolving minor issues and registration of faults / complaints. (Details of Telephonic Support should be furnish)
6.	The Bidder should not have been blacklisted in any Government/ Government undertaking/Public sector companies . A self-declaration letter by the Bidder, on the company's letterhead should be submitted.
7.	A supplier who has been debarred by any procuring entry for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed.
8.	Original Earnest Money Deposit must be enclosed.

D. CONDITIONS OF CONTRACT

1. **Contract Agreement:** The parties shall enter into agreement within 10 days after the Contractor receives a Letter of Acceptance.
2. **Obligations of the Contractor:** The installation of the internet connection must be completed within 30 days from the date of signing of contract.
3. **Responsibility of the Internet Service Providers:**
 - a) The ISP would be responsible for the following:
 - (i) To provide Internet Connectivity with **1Gbps Bandwidth over Optical Fiber Cable (OFC)** at New Academic Building, ZMC, Falkawn, Mizoram. Necessary router with any required accessories is to be provided by the ISP.
 - (ii) Installation, commissioning, configuring of the link and hardware (Router etc).
 - (iii) Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
 - (iv) If there is a need to shift the location of the ISP Router or end point to any other location/room within the ZMC Campus, the vendor needs to configure the entire set-up free of cost during the service period.
 - b) ISP will be required to sign Service Level Agreement having the following:
 - (i) 1 Gbps Internet Speed (Download) at all times.
 - (ii) Packet Losses: Less than 1% (Average over 1000 ping).
 - (iii) Network Availability: More than 98.0% per month.
 - (iv) Network usage and performance report will have to be submitted quarterly or as required by ZMC.

In case of the above parameters going out of specifications, ZMC to be compensated adequately in respect of the extended time for the loss of hours in service.

Also, if services are not found satisfactory, ZMC reserves the right to cancel the contract with one month notice.

- c) **Warranty Periods:**
 - (i) The ISP will be responsible for the comprehensive maintenance for an initial warranty period of two years. Warranty period will start after the acceptance of installation testing of complete connectivity.
 - (ii) The ISP will do preventive maintenance once a quarter for upkeep of the systems running. The schedule will have to be adhered to strictly by him.
 - (iii) 98.0% Uptime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$. Deduction in payment will be made for downtime in the monthly bills raised by the ISP provider. The deduction will be calculated by dividing the total bill for the month under consideration by the total no of days in that month multiplied by the total downtime within that month expressed in days.
 - (iv) The response time for attending the faults will be four hours (maximum) after they are reported to the ISP. The ISP will rectify the faults within 24 hours failing which; the ISP will arrange temporary replacements.
 - (v) The services shall be provided 24 hours & 7 days in a week.
- d) **Insurance:**

As all the delivered hardware will be owned by the Bidder [Service Provider] during the entire period of the contract, the service provider will take insurance for all the network hardware items installed in the premises of ZMC locations for the entire duration of the contract period against all risks.

4. **Compliance with laws:** The contractor shall, in the performance of the Contract, comply with applicable laws. It shall be the duty of the contractor to pay all taxes, duties and fees, obtain all permits, licenses and approvals as required by laws; the contractor shall indemnify and hold the employer harmless against and from the consequences of any failure to do so.
5. **Instructions of the Employer:** The employer may issue to the service provider at any time, instructions and additional or modifications which may be necessary for remedying any defects in accordance with the contract.
6. **Performance Security:** Performance Security at 10% of the total value of the contract (excluding GST) shall be furnished by the contractor to the employer in the form of banker's cheque, demand draft or fixed deposit payable at Aizawl in favour of) within 20 (twenty) days counted from the date of signing of contract. The Performance Security must be valid for a period of 30 (thirty) days after the date of completion of contractual obligations. The employer shall return the Performance Security to the contractor within 25 (twenty five) days of the completion of contractual obligations as certified by the client.
7. **Safety Procedures:** The contractor shall:-
 - (a) Comply with all applicable safety regulations
 - (b) Take care for the safety of all persons employed for the execution of works and the employees of Zoram Medical College during the execution of the work.
 - (c) Clear all debris and harmful materials from the site after completion.
8. **Deduction of tax at source:** Taxes (Goods and Services Tax, Income Tax, Cess etc.) shall be deducted at source by the employer as per applicable laws from each bill to be paid to the contractor.
9. **Notices:** All notices and communications pursuant to this Agreement between the parties must be served in writing, either in printed or electronic format.
10. **Breach of contract:** The following situations shall constitute a breach of contract: (a) Deficiency in terms of speed and uptime as specified in Technical Bid (Annexure I) of this document shall constitute a breach of contract on the part of the service provider. (b) Payment must be made by the client on the bills raised by the service provider on or before the 20th day of the following month. (c) Failure to perform any or all of the conditions stipulated in the contract signed between the parties. A breach of contract shall entitle the aggrieved party to terminate the contract at any time during the contract period by giving a 30 day notice to the other party.
11. **Applicability of Agreement:** This agreement shall be binding upon and enure to the benefit of the parties, their respective heirs, executors, administrators, legal representatives and successors.
12. **Force majeure:** Neither party shall be liable or responsible to the other party for any delay, damage, loss, failure or inability to perform caused by "force majeure". The term "force majeure," as used in this Agreement, shall include the following: an act of God, strike, act of a public enemy, war, mines or other items of ordinance, blockage, public rioting, lightning, fire, storm, hurricane, flood, explosions, rights of way, acts or restraints of any governmental

authority, epidemics, landslides, lightning storms, earthquakes, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of equipment, and any other cause, whether of the kinds specifically enumerated above or otherwise, which is not reasonably within the control of the parties and which by the exercise of due diligence could not reasonably be prevented or overcome. Events reasonably within the control of the party having the difficulty shall not constitute “force majeure” and shall be remedied with the exercise of due diligence.

13. Arbitration:

Any dispute arising out of or in connection with that agreement between the parties shall be referred to a single arbitrator. The arbitrator shall be selected by both the parties.

E. FORM FOR TECHNICAL BID

Name of work: _____

Reference No: _____

To _____ [Employer]

_____ [Address]

Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations to the contents of this Bidding Document.
2. We offer to provide the Internet Service described above and remedy any defects therein in conformity with the Conditions of Contract.
3. We undertake, if our Bid is accepted, to commence the work as stipulated in the Conditions of Contract and as per Annexure I, and to complete the connection within the time stated in the Conditions of Contract.
4. We agree to abide by this Bid for the period of 60 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. We undertake that unless and until a formal Agreement is prepared and executed, this Bid, together with your written notification of Letter of Acceptance shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. I/We do hereby submit our Technical Bid, complete with all the required information as stipulated in your Bidding Documents.

Signature of authorized signatory

Name

Title

Date

Item No.	Item Name	Particulars	Quoted Specifications
1.	Type of connectivity	Internet Connectivity with 1Gbps Bandwidth over Optical Fiber Cable (OFC) to New Academic Block, ZMC, Falkawn, Mizoram - 796005	
2.	Capacity	1 Gbps	
3.	Uptime	98%	
4.	B/w guarantee	99%	
5.	Packet Loss	<1%	
6.	Latency	To be maintained at <250ms at all times	
7.	Period	2 Years	
8.	Place of Installation	Zoram Medical College, Falkawn, Mizoram-796005.	

F. FORM FOR FINANCIAL BID

To

The Director,
Zoram Medical College,
Falkawn, Mizoram.

Dear Sir,

I/We....., hereby offer to provide Internet Connectivity with 1Gbps Bandwidth over Optical Fiber Cable (OFC) to New Academic Block, ZMC, Falkawn, Mizoram, as per the quoted rate as under-

Sl. No.	Description	Qty.	Unit price	Tax/GST	Total Amount
				Amount	
Internet Connectivity with 1Gbps Bandwidth over Optical Fiber Cable (OFC) to New Academic Block, ZMC, Falkawn, Mizoram - 796005					
1	One Time Charges for Installation, Commissioning, Testing	01			
2	Bandwidth Charges	2 years			
Taxes & other duties (Specify the percentage %)				%	
Total					
Total (Rupees in words)					

Note:

1. The Price for separate router, if any is inclusive and must be borne by the vendor
2. All the rates should be given both in figures and words

Place of delivery and Installation:	Zoram Medical College, Falkawn, Mizoram 796005
Date by which the ordered items will be supplied/ installed	

Date:

Seal and Signature of the Bidder

G. BID VALIDITY FORM

I/We, the undersigned do hereby undertake that the bid submitted by our firm/company _____ [name and address of Bidder] is valid for a period of 30 days and valid till _____

Signed by an Authorized Signatory of the firm: _____
Title of the Signatory: _____
Name of Firm: _____
Date: _____
