



## MISSION DIRECTOR, NATIONAL HEALTH MISSION, J&K

**Jammu Office:** Regional Institute of Health & Family Welfare, Nagrota, Jammu - 181221

Fax: 0191-2674114; Telephone: 2674244; e-mail: [mdnhmjk@gmail.com](mailto:mdnhmjk@gmail.com)

**Kashmir Office:** Block 'A', Ground Floor, Old Secretariat, Srinagar Pin: 190001

Fax: 0194-2470486; 2477309; Telephone: 2477337; e-mail: [mdnhmjk@gmail.com](mailto:mdnhmjk@gmail.com)

**NHM Help Line for Jammu Division: 18001800104; Kashmir Division: 18001800102**

Revised Schedule of Critical Dates regarding Notice inviting e-Bids for AMC of various IT & Peripheral equipment including Computers, Printers, UPS, Photocopiers, Scanners, etc. in the office of State Health Society, NHM, J&K at Nagrota, Jammu for the Financial Year – 2020-21

In reference to this office Notice No.: SHS/NHM/J&K/Estt./7095-102 dated: 12.03.2020, inviting online bids for AMC of various IT & Peripheral equipment including Computers, Printers, UPS, Photocopiers, Scanners, etc. in the office of State Health Society, NHM, J&K at Nagrota, Jammu for the Financial Year – 2020-21, Jammu, as per detailed specifications and terms & conditions mentioned in tender document (SBD), revised schedule of Critical Dates is as follows:

S. No.	Particulars	Earlier Date/ Time	Revised Date/ Time
1	Date of Publishing RFP	14/03/2020 at 1400 Hrs	16/03/2020 at 1000 Hrs
2	Start Date of Downloading RFP from Website	14/03/2020 from 1400 Hrs	16/03/2020 from 1000 Hrs
3	Websites for Downloading RFP	<a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> , <a href="http://www.jknhm.com">www.jknhm.com</a>	
4	Last Date of Downloading RFP from Website	29/03/2020 upto 1400 Hrs	30/03/2020 upto 1400 Hrs
5	Website for Submission of Bids (Technical as well as Financial)	<a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a>	
6	Start Date for Submission of Online Bids	14/03/2020 from 1400 Hrs	16/03/2020 from 1000 Hrs
7	Last Date for Submission of Online Bids	29/03/2020 upto 1600 Hrs	30/03/2020 upto 1600 Hrs
8	Date of Opening of Technical Bids	31/03/2020 at 1100 Hrs	31/03/2020 at 1100 Hrs
9	Date of Opening of Financial Bids	31/03/2020 at 1500 Hrs	31/03/2020 at 1500 Hrs
10	Place of Opening of Bids	Conference Hall of State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)	
11	Tender Fee (including Cost of Tender and Processing Fee) (to be deposited through online/ RTGS transfer <b>in State Health Society, NHM, J&amp;K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the J&amp;K Bank Ltd. Shalamar Road, Jammu (IFS Code: JAKA0LUXURY; MICR Code: 180051023)</b> )	Rs.2,000/- (Rupees Two Thousand only)	
12	Earnest Money Deposit (in the shape of CDR/ FDR from a Scheduled Bank duly pledged in favour of FA&CAO, NHM, J&K)	Rs.25,000/- (Rupees Twenty Five Thousand only)	

Sd/-  
Mission Director  
(Tender Inviting Authority)  
National Health Mission, J&K



## MISSION DIRECTOR, NATIONAL HEALTH MISSION, J&K

**Jammu Office:** Regional Institute of Health & Family Welfare, Nagrota, Jammu - 181221

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**NHM Help Line for Jammu Division: 18001800104; Kashmir Division: 18001800102**

Notice inviting e-Bids for Annual Maintenance Contract (AMC) of various IT & Peripheral equipment including Computers, Printers, UPS, Photocopiers, Scanners, etc. in the office of State Health Society, National Health Mission, J&K at Nagrota, Jammu for the Financial Year – 2020-21

For and on behalf of the **Hon'ble Lt.** Governor of Jammu & Kashmir, online bids are invited for Annual Maintenance Contract (AMC) of various IT & Peripheral equipment including Computers, Printers, UPS, Photocopiers, Scanners, etc., in the office of State Health Society, National Health Mission, J&K at Nagrota, Jammu for the Financial Year – 2020-21, as per detailed specifications and terms & conditions mentioned in the tender document (SBD):

S. No.	Particulars	Date/ Time
1	Date of Publishing RFP	14/03/2020 at 1400 Hrs
2	Start Date of Downloading RFP from Website	14/03/2020 from 1400 Hrs
3	Websites for Downloading RFP	<a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> , <a href="http://www.jknhm.com">www.jknhm.com</a>
4	Last Date of Downloading RFP from Website	29/03/2020 upto 1400 Hrs
5	Website for Submission of Bids (Technical as well as Financial)	<a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a>
6	Start Date for Submission of Online Bids	14/03/2020 from 1400 Hrs
7	Last Date for Submission of Online Bids	29/03/2020 upto 1600 Hrs
8	Date of Opening of Technical Bids	31/03/2020 at 1100 Hrs
9	Date of Opening of Financial Bids	31/03/2020 at 1500 Hrs
10	Place of Opening of Bids	Conference Hall of State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
11	Tender Fee (including Cost of Tender and Processing Fee) (to be deposited through online/ RTGS transfer in <b>State Health Society, NHM, J&amp;K's Bank</b> A/c No.: <b>0021040500000042 "Non-NHM Funds at SHS Level" with the J&amp;K Bank Ltd. Shalamar Road, Jammu</b> (IFS Code: JAKA0LUXURY; MICR Code: 180051023)	Rs.2,000/- (Rupees Two Thousand only)
12	Earnest Money Deposit (in the shape of CDR/ FDR from a Scheduled Bank duly pledged in favour of FA&CAO, NHM, J&K)	Rs.25,000/- (Rupees Twenty Five Thousand only)

Sd/-  
Mission Director  
(Tender Inviting Authority)  
National Health Mission, J&K



PURCHASE COMMITTEE, STATE HEALTH SOCIETY,  
NATIONAL HEALTH MISSION, JAMMU AND KASHMIR

**Name of the Group/ Item:**

Annual Maintenance Contract (AMC) of various IT & Peripheral equipment including Computers, Printers, UPS, Photocopiers, Scanners, etc. in the office of State Health Society, National Health Mission, J&K at Nagrota, Jammu for the Financial Year – 2020-21

## **NOTICE INVITING BIDS**

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### **E-TENDER NOTICE 05 OF 2019**

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**e-TENDER NOTICE 05 OF 2019**

Notice inviting online bid(s) for Annual Maintenance Contract (AMC) of various IT & Peripheral equipment including Computers, Printers, UPS, Photocopiers, Scanners, etc. in the office of State Health Society, National Health Mission, J&K at Nagrota, Jammu for the Financial Year – 2020-21

For and on behalf of **Hon'ble Lt.** Governor of Jammu & Kashmir, online bid(s) are invited from the firms/ vendors for Annual Maintenance Contract (AMC) of various IT & Peripheral equipment including Computers, Printers, UPS, Photocopiers, Scanners, etc. in the office of State Health Society, National Health Mission, J&K at Nagrota, Jammu for the Financial Year – 2020-21, as per detailed Scope of Work and Terms & Conditions mentioned in this Standard Bid Document (SBD):

S. No.	Description	Cost of Tender Fee	Earnest Money
01	Annual Maintenance Contract (AMC) of various IT & Peripheral equipment including Computers, Printers, UPS, Photocopiers, Scanners, etc. in the office of State Health Society, NHM, J&K at Nagrota, Jammu for the Financial Year – 2020-21	✓Rs.2,000/- (Rupees Two Thousand only)	✓Rs.25,000.00 (Rupees Twenty Five Thousand only)

1. Detailed tender document, alongwith terms & conditions, can be downloaded from the website [www.jktenders.gov.in](http://www.jktenders.gov.in) or [www.jknhm.com](http://www.jknhm.com) from 14.03.2020 (1400 Hrs onwards).
2. Bids (both Technical as well as Financial bid) shall be submitted in electronic format on website [www.jktenders.gov.in](http://www.jktenders.gov.in) from 14.03.2020 (1400 Hrs) upto 29.03.2020 (1600 Hrs) only.
3. Technical bids will be opened on 31.03.2020 (1100 Hrs) in the Conference Hall of State Health Society, NHM, J&K in the presence of bidders who wish to attend. In case of holiday(s) on the date of opening of bid, bids will be opened on the next working day at the same time and venue.
4. Financial bids of bidders meeting out the technical evaluation shall be opened on the same day at 1500 Hrs.
5. Successful bidder shall have to deposit original copy(ies) of the EMD & Affidavit, alongwith duly attested & notarized copy(ies) of all the document(s), including proof of deposit of tender fees, uploaded at the time of submission of bid(s).
6. Subject to the requirement mentioned at S. No. (6), complete bidding process will be on-line and bidder(s) are not required to submit bid(s), technical as well as financial, in physical form.
7. Any clarification(s) can be had from the office of State Health Society, NHM, J&K at Nagrota (Jammu) during working hours on any work days till the last date for submission of online bid(s).

Sd/-  
Mission Director  
(Tender Inviting Authority)  
National Health Mission, J&K

Schedule of critical dates to be observed with respect to notice inviting online bids for Annual Maintenance Contract (AMC) of various IT & Peripheral equipment including Computers, Printers, UPS, Photocopiers, Scanners, etc. in the office of State Health Society, National Health Mission, J&K at Nagrota, Jammu for the Financial Year – 2020-21

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Sd/-  
Mission Director  
(Tender Inviting Authority)  
National Health Mission, J&K

## Instructions to bidders regarding e-tendering process:

1. The interested bidder can download the notice inviting EoI/ bidding document from the website <http://jktenders.gov.in>.
2. **To participate in bidding process, bidders have to get (DSC) “Digital Signature Certificate” as per Information Technology Act-2000**, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get the above-mentioned digital certificate from any NIC/ Govt. approved vendors. The bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
3. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No proposal will be accepted in physical form.
4. Bids will be opened online as per time schedule mentioned in the notice inviting EoI.
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.
6. The State Health Society, J&K will not be responsible for delay in online submission of bids, whatsoever reasons may be.
7. All the required information for bid must be filled and submitted online.
8. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents. The original instruments in respect of cost of documents, EMD and relevant documents be submitted to the Tender Inviting Authority by Registered Post as per the time schedule specified.
9. The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
10. Bidders can contact the FA&CAO, SHS, NHM, J&K for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
11. **Bidders are advised to use “My Documents” area in their user on <http://jktenders.gov.in>** e-tendering portal to store important documents like GST Certificate, IT Returns, and other relevant documents etc., and attach these certificates as Non Statutory documents while submitting their bids.
12. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the rates inclusive of all taxes and it should be saved with the same as it contains.
13. Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF Scan properly.
14. The guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>.
15. *Scanned copies of the below mentioned documents shall be attached from My Document area for tenderers.*
  - a. PAN Card
  - b. GST Registration Certificate
  - c. Other Registration Certificates
  - d. Balance Sheets/ ITRs

## Terms and Conditions:

1. Detailed Scope of Work: Service Provider, having Office in Jammu, shall have to adhere to the Scope of Work which shall broadly mean and include the following:
  - a. Service Provider shall have to depute its professionals on call, whenever required, and ensure rectification of defect(s) as per following timeline(s):
    - i. Minor fault(s) – preferably on the same day, but in any case not later than 24 Hours from the date & time of call;
    - ii. Major fault(s) – within 48 Hours from the date & time of call. In case of fault(s) which require more time than the stipulated time, the service personnel shall immediately bring the same to the notice of concerned Officer in-charge alongwith indicative time required for rectification of fault(s);
  - b. Repair work, if required, shall preferably be carried out on-site itself;
  - c. To make stand-by arrangement(s), in case equipment is required to be taken to workshop/ service center of OEM for repairs. Transportation of any equipment, if required, to the approved Service **Provider's**/ OEM's Authorized Service Center shall be at the risk & responsibility of the service provider;
  - d. To provide and maintain required drivers for additional peripherals and hardware for maintaining the equipment;
  - e. Co-ordinate with OEMs for troubleshooting of computer/ peripheral items under warranty;
  - f. Service Provider shall maintain the equipment as per **OEM's** guidelines and shall use standard OEM components for replacement;
  - g. In case of replacement of any part of the computer/ peripheral items, whenever required, same shall be procured by SHS after observing codal formalities and seeking opinion of the service provider;
  - h. Service Provider will be responsible for taking up backup of data, Programmes/ applications available on the computer, whenever necessary, before attending the fault and will also be responsible for restoring the data/ Programmes and applications after rectifying the fault to the satisfaction of user under its acknowledgement;
  - i. Service Provider shall have to carry out various preventive maintenance including virus scanning, virus removal on monthly basis for maintaining virus free computer environment in SHS and help in upgrading software/ virus detection mechanism;
  - j. Cleaning of monitors, printers, keyboards, etc. from outside and inside using with liquid cleaner, dry vacuum air, brush, soft muslin clothes, etc. will be part of AMC. All the requisite material/ diagnostic tools shall have to be arranged by the Service Provider;
  - k. Service Provider shall have to run test Programmes to ensure quality print/ date reliability. In addition, it shall have to run diagnostic software for system performance;
  - l. Any other maintenance work to be undertaken related to the computers/ peripheral items;
  - m. Immediately on award of AMC contract, Service Provider will take over the **equipment on 'As is Where is Basis' and put identification No. on each of the equipment** and submit the details of equipment taken over alongwith names of Officer(s)/ Officials(s) using the same/ room(s) where these equipment are located. After inspection, Service Provider shall immediately bring faulty unit(s),

which are not in the position of take over without repair(s), to the notice of State Health Society;

- n. Service Provider has to regularly maintain log book(s) for each of the machine/ equipment;
- o. In case of any damage to any part during repair/ preventive maintenance, same shall have to be replaced by the Service Provider at its own cost. If the same is before initiating the repair/ preventive maintenance, it shall have to be entered in the complaint receipt register, duly signed by the concerned Officer/ Official for taking necessary action for repair;
- p. Service Provider shall have to ensure that there shall be no hindrance of any kind to the staff of State Health Society during repair and maintenance work(s);
- q. Indicative list of equipment in the office of State Health Society, NHM, J&K at Nagrota, Jammu **is given as annexure 'A'**. No. of equipment including laptops, desktops and printers, will vary in view of Bi-Annual Darbar Move. In addition, AMC in respect of new equipment, purchased from time to time and whose warranty/ guarantee period expire during the currency of present AMC contract, will also have to be provided on the approved rates and similar terms & conditions. However, SHS reserves the right to add/ remove any item/ equipment from AMC during the currency of the contract period;
- r. AMC charges shall not include the following(s):
  - i. Cost of consumables and items required such as ribbons, media like magnetic tapes, cartridges, printer drums & bands, computers stationery, etc.;
  - ii. In case of laser printers, fuser assemblies, fuser units and teflon sheets;
  - iii. Cost of toners, laptop battery(ies), UPS battery(ies); and
  - iv. Any physical damage/ defect/ breakage due to mishandling by the Office Staff and Burn Out.

2. Bid Preparation and Uploading: Online bids shall have to be submitted under Two Cover System:

A. Cover 1<sup>st</sup> - Technical Cover:

- 1. Scanned copy of Tender Fees
- 2. Scanned copy of EMD  
CDR/ FDR Format:  
*Received from M/s ..... (Name of Bidder) pledged to the FA/ CAO, NHM, J&K.*
- 3. Scanned Copy of an affidavit on Rs.100/- stamp paper duly attested by 1<sup>st</sup> Class Magistrate stating that: -
  - a. The vendor/ firm has not been blacklisted in the past by any Govt./ Private institution of the Country and there is no vigilance/ any other investigating agency, case pending against the firm/ supplier.
  - b. If anything found wrong at any stage, I/ we shall be responsible and deem to any legal action against me.
- 4. Scanned copies of following documents, in-force at the time of uploading of bids, duly self-attested by the authorized signatory, alongwith seal:
  - a. PAN card of the firm and authorized signatory (in case registered as Partnership Firm/ HUF/ Company/ Society, etc.);
  - b. GST Registration Certificate;
  - c. Latest GST Return 3B, i.e., for the month of February, 2020;



- d. Detail(s) of work experience regarding Annual Maintenance Contract(s) undertaken during previous three financial year(s) – 2016-17, 2017-18 and 2018-19, alongwith satisfactory work completion certificate(s) from user organization(s);
  - e. Details of qualified & professional staff associated with bidder(s) for carrying out repairs & maintenance of computers & peripheral items, including their name, qualification and work experience;
  - f. Balance Sheet(s) for preceding three financial year(s) – 2016-17, 2017-18 and 2018-19;
  - g. PAN based copies of ITR for the preceding three financial year(s) – 2016-17 (A.Y. – 2017-18), 2017-18 (A.Y. – 2017-18) and 2018-19 (A.Y. – 2019-20); and
  - h. Tender document, including Terms & Conditions, duly signed by the bidder/ authorized signatory.
- B. Cover 2<sup>nd</sup> - Financial Cover:
1. Intended bidder(s) are required to quote per visit charge(s) for upkeep and maintenance of each unit of computer(s) and peripheral item(s), mentioned in annexure 'A';
  2. Rates should be quoted strictly in accordance with the BOQ inclusive of GST/ other taxes and charges;
  3. Rates are to be quoted for all the item(s) mentioned in annexure 'A', failing **which, bid(s) shall be treated as 'Non-Responsive' and rejected summarily;**
  4. Bidder(s) are required to mention GST/ other taxes separately. In case, intended bidder(s) fail to mention any amount under GST, it shall be presumed that amount of GST has been subsumed in the Basic Rate;
  5. Rates are to be quoted in Indian Rupee (INR) only.
- C. Preparation and Submission of Bid(s):
- a. Bidder(s) shall prepare and upload bid(s) strictly in accordance with the terms & conditions set forth in the SBD. Bid(s) should be uploaded positively by or before the due date in the manner and form as detailed in this SBD. Bids submitted in any other manner will not be accepted;
  - b. All the documents should be duly signed by authorized signatory alongwith date and seal of the bidding entity;
  - c. All the documents should be valid at the time of uploading of bid and shall remain in force for a minimum period of one year from the date of award of contract after finalization of the Rate Contract;
  - d. Pages of the bid shall be clearly numbered, indexed and stamped with the office seal of bidder(s);
  - e. Complete bidding process will be on-line through the e-Procurement Portal of Jammu & Kashmir viz., [www.jktenders.gov.in](http://www.jktenders.gov.in). Bidders have to upload the bids, both technical/ financial, on the said portal. Moreover, bidders are not required to submit technical/ financial bid(s) in physical form;
  - f. Successful bidder shall have to deposit original copy(ies) of the EMD & Affidavit, alongwith duly attested & notarized copy(ies) of all the document(s), including proof of deposit of tender fees, uploaded at the time of submission of bid(s), at the time of execution of agreement with the State Health Society, NHM, J&K;

- g. Bidder(s) are expected to examine carefully the contents of SBD. Failure to **comply with the requirements of SBD will be at bidders' own risk and make the bid(s) non-responsive**;
  - h. Bidder(s) shall provide all the information sought under this SBD. Tendering Committee will evaluate only those bid(s), which are complete in all respects. Incomplete and/ or conditional bids may be liable for rejection outrightly;
  - i. No conditional tender shall be accepted; and
  - j. Any clarification(s) can be had from the office of State Health Society, NHM, J&K at Nagrota (Jammu) during working hours on any work days till the last date for submission of online bid(s).
- D. Amendments/ Modifications in SBD and Extension of Last Date for Submission of Bid(s):
- a. Bidder(s)/ its authorized representative(s) may point out to the Tender Inviting Authority regarding embitterment, if any, alongwith reasons/ justifications, in writing, before last date for uploading of bid(s). Thereafter, bidder(s)/ authorized representative(s) will have no legal right to confer or to represent on any ground;
  - b. Necessary changes in bid conditions, if deemed appropriate by the Tendering Committee, may be made after approval from the Competent Authority;
  - c. All Corrigendum/addendum, if any issued, shall be the integral part of terms & conditions of SBD and will be published on the website(s): [www.jktenders.gov.in](http://www.jktenders.gov.in) and [www.jknhm.com](http://www.jknhm.com);
  - d. All the intended bidder(s) are advised to submit bid(s) as per the terms & conditions of original SBD read with the clarifications/ modifications/ amendments issued, if any;
  - e. If deemed appropriate, Tender Inviting Authority may, at its sole discretion, but not under any obligation to do so, extend the last date for submission of online bid(s) by issuing appropriate corrigendum which will be published on the website(s) – [www.jktenders.gov.in](http://www.jktenders.gov.in) and [www.jknhm.com](http://www.jknhm.com);
  - f. All the intended bidder(s) are advised to remain updated through above-mentioned website(s). State Health Society, NHM, J&K, or any of its Officer/ Official, will not be responsible, in any manner whatsoever, in case of any failure on part of intended bidder(s) to keep themselves updated through these website(s).
- E. Bid Validity Period and Extension thereof:
- a. Bid(s) submitted by bidder(s) shall remain valid for a period of Ninety (90) days from the last date for submission of online bid(s);
  - b. In exceptional circumstances and prior to expiry of original proposal validity period, Tender Inviting Authority, may request the bidder(s) to extend the period of validity for a specified additional period, not exceeding 90 (Ninety) days from the expiry of original bid validity date. All the communication(s) in this regard, including request of Tender Inviting **Authority and the bidder's response** shall be in writing;
  - c. In case of any extension of validity period is requested by the Tender Inviting Authority, bid(s) of all such bidder(s), who fails to extend the validity period of its bid(s), shall be deemed to be rejected;
  - d. Bid validity period of the approved bidder shall be automatically extended till the date on which the agreement is signed.

F. Modification/ Substitution/ Withdrawal of Bid(s): Bid(s) once uploaded, are not allowed to be modified, substituted or withdrawn by bidder. Therefore, it is emphasized upon all the intended bidder(s) that all terms & conditions of the SBD should be carefully studied for successful submission of complete and comprehensive bid. Failing to comply with any of the terms & conditions will only lead to rejection of bid, even if it is the most competitive offer.

G. Acknowledgement by Bidder: It shall be deemed that by submitting bid, bidder has:

- a. made a complete and careful examination of the SBD;
- b. received all relevant information requested from the Authority;
- c. satisfied itself about all matters, things and information required for submitting an informed bid, execution of the Project in accordance with the bidding document and performance of all of its obligations there under;
- d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement;
- e. acknowledged that it does not have a Conflict of Interest;
- f. agreed to be bound by the undertakings provided by it under and in terms thereof; and
- g. The Tender Inviting Authority, or any of the Officer/ Official of NHM, J&K, shall not be liable for any omission, mistake or error in respect of any of the above, or on account of any matter or thing arising out of or concerning or relating to the NIT or the bidding process, including any error or mistake therein or in any information or data given in the SBD;
- h. It shall be deemed that by submitting the bid, bidder agrees and releases the Mission Director, NHM, J&K and its employees, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.

3. Earnest Money Deposit (EMD):

- a) Bid(s) shall have to be accompanied with an Earnest Money Deposit of Rs.25,000.00 (Rupees Twenty Five Thousand only), without which bid(s) will not be considered as valid;
- b) EMD shall be in the form of CDR/ FDR, from any Scheduled/ Nationalized Bank, pledged to the FA & CAO, NHM, J&K;
- c) EMD shall remain valid for a period of one (1) year, to be reckoned from the last date for submission of online bids;
- d) Bidder(s) have to upload scanned copy of CDR/ FDR alongwith the technical bid. Only the successful bidder shall have to deposit EMD, in original, in the office of FA&CAO (Chairman), Purchase Committee, State Health Society, NHM, J&K. Successful bidder shall have to ensure that original EMD shall be the same as

uploaded during online submission of bids. Any variation between the copy of EMD uploaded and the original EMD may lead to outright rejection of the bid of successful bidder alongwith initiation of necessary action against the successful bidder;

- e) EMD in any other form will not be accepted. Bids submitted without sufficient EMD shall summarily be rejected;
- f) EMD shall be forfeited as damages without prejudice to any other right or remedy that may be available to Tender Inviting Authority as per the SBD and/or the agreement, or otherwise, under the following conditions:
  - i. If the bidder withdraws or modifies the bid, or impairs or derogates from the bid in any respect, during the period of bid validity, as specified in this SBD and as extended by mutual consent of respective bidder, or after opening of bids;
  - ii. If any bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this SBD;
  - iii. If it is established that the information/ documents furnished by the bidder(s) is incorrect, false, misleading or forged;
  - iv. In addition to above-mentioned conditions, in case of successful bidder, if the successful bidder -
    - a. fails to sign and return the copy of Letter of Intent (LoI), as acceptance towards the rate contract;
    - b. fails to execute the agreement within the specified time or extended time by Competent Authority on the request of the bidder;
    - c. fails to provide the services as per the rate contract/ agreement within the time prescribed; or
    - d. violates any terms & conditions of the tender document/ agreement.
- g) EMD of unsuccessful bidder shall be refunded soon after finalization of the tender whereas it shall be retained in case of successful bidder and refunded after completion of the contract period;
- h) EMD lying with State Health Society in respect of any other tender, awaiting approval or rejected or on account of contracts being completed, shall not be adjusted towards EMD for this tender. The EMD may, however, be taken into consideration in case tenders are re-invited for the similar work.

#### 4. Opening and Evaluation of Bid(s):

- a. Technical bids will be opened in the office of State Health Society, NHM, J&K at Regional Institute of Health & Family Welfare, near Sainik School, Kandoli Nagrota, Jammu on 31<sup>st</sup> March, 2020 at 1100 Hrs, in presence of bidder(s) or its authorized representative(s), who wish to remain present for the same;
- b. Financial (Price) bid of only those bidder(s) shall be opened who will qualify in Technical Evaluation;
- c. Financial bids will be opened in the office of State Health Society, NHM, J&K at Regional Institute of Health & Family Welfare, near Sainik School, Kandoli Nagrota, Jammu on 31<sup>st</sup> March, 2020 at 1500 Hrs, in presence of bidder(s) or its authorized representative(s), who wish remain present;
- d. Bid(s) will be finalized on Least Cost (L-1) basis. Price comparison will be done considering total price of all the items mentioned in BoQ taken together;
- e. State Health Society, NHM, J&K reserves the right to reject the financial bids which are found to be abnormally low or abnormally high after taking into consideration various factors like previous rates, present market rates and other related factors

assessed through survey, etc. by the committee constituted for the purpose. State Health Society will forfeit EMD of such bidders and will also take appropriate necessary action against such bidders;

- f. Bidder(s) willing to attend the bid opening process shall have to submit advance intimation to State Health Society, NHM, J&K on the e-mail ID: [psfmgnhm@gmail.com](mailto:psfmgnhm@gmail.com) latest by 30<sup>th</sup> March, 2020 upto 1600 Hrs;
  - g. To facilitate smooth and effective evaluation of bids, Tender Inviting Authority may, at its sole discretion, but under no obligation to do so, seek clarifications in writing from any bidder regarding its bid. Notwithstanding anything contained in the SBD, the Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the bid(s). At any point in time during the bidding process, **if required by the Authority, it is the bidders' responsibility** to provide required evidence with respect to its eligibility as per the terms of SBD, to the satisfaction of the Authority. The Authority can verify the facts and figures quoted in the bid;
  - h. Bids shall be deemed to be under consideration immediately after they are opened and remain so till official intimation of award/ rejection to the bidders. While bids are under consideration, bidders, its authorized representatives or other interested parties are advised to refrain, save and except as required under SBD, from contacting by any means, any Officer/ Official of NHM, J&K on matters related to the bid under consideration;
  - i. Intended bidder(s)/ its authorized representative(s) should point out to the MD NHM regarding embitterment, if any, at the time of opening of tenders. Thereafter, the bidder(s)/ authorized representative(s) will have no legal right to confer or to represent on one ground or the other.
5. Issuance and Acceptance of Letter of Intent (LoI) and Execution of Agreement:
- a. After finalization of bid(s) and subsequent approval from the Competent Authority, Letter of Intent (LoI) will be issued to the successful bidder;
  - b. Within three (3) days, but in any case not later than one week, from the date of issuance of LoI, successful bidder shall have to submit original copy of acceptance of the same, duly stamped and signed by the Competent Officer having authority to bind the bidding entity, to the FA&CAO, NHM, J&K and shall have to execute an agreement in this regard with NHM, J&K. Stamp duty, if any, payable on the agreement shall be borne by the successful bidder;
  - c. Successful **bidder shall be party to the Agreement as a 'Confirming Party'**. Successful bidder shall carefully examine the terms & conditions. In case of any doubts, it shall refer the same to the Mission Director, NHM, J&K and get clarifications before signing the agreement. After execution of agreement, no communications regarding change in terms & conditions shall be entertained;
  - d. In case, agreement is not executed within 10 (ten) days of acceptance of LoI, the Tender Inviting Authority reserves the right to terminate the bidding process and may invite fresh bids for the Project. In such case, EMD submitted by the successful bidder shall be forfeited;
  - e. Any loss sustained by the Department as a result of re-tendering the contract or allotting the same to 2<sup>nd</sup> lowest bidder, due to non-acceptance of LoI, or non-execution of agreement, by the successful bidder within the stipulated time period, shall be recovered out of its EMD. Even if the 2<sup>nd</sup> lowest bidder agrees to carry out the contract at the rate of 1<sup>st</sup> lowest, EMD of 1<sup>st</sup> lowest bidder will be forfeited and it

shall have no claim for the same and also shall have no right to raise this issue in any Court of Law.

6. Validity of Rates: The Rate Contract coming into force a result of this NIT shall remain valid for a period of twelve (12) months from the date of issuance of rate contract and will be further extendable for a period of 90 days or till such time the new rate contract comes into force, whichever is earlier.
7. Terms of Payment:
  - a) Monthly payment shall be made by the State Health Society, NHM, J&K, at the approved rate(s), for each No(s). of IT equipment serviced, on the basis of call(s) from SHS, during the month;
  - b) Successful bidder shall submit invoice(s), in triplicate, in the office of State Health Society, NHM, Nagrota (Jammu) duly accompanied by Service Report(s)/ other Record, duly verified by the concerned Officer(s)/ Official(s);
  - c) No advance payments shall be made to the successful bidder;
  - d) Payment shall be made by RTGS/ NEFT/ PFMS. Expenses on this account, if any, shall be borne by the firm;
  - e) Price Escalation or Price Variation shall not be applicable or considered under any circumstances for the Rate Contract coming into force as a result of this tender.
8. Service Level Agreement (SLA) vis-à-vis Penalty(ies) Leviable: Service Provider shall be required to meet the Service Level Agreement(s), failing which suitable penalty(ies) may be levied after according service provider an opportunity of being heard:
  - a) Failure to turn up for the call(s), as per following(s), penalty of Rs.100/- per day, to be reckoned from the date of call till the date of visit:
    - i. For call(s) made during forenoon, on the same day; and
    - ii. For call(s) made during afternoon, by or before next day afternoon (upto 1.00 PM);
  - b) Failure to rectify the defect(s) as per following(s):
    - i. Failure to rectify minor fault(s) within 24 Hours of the call, penalty of Rs.100/- per day till the default continues;
    - ii. Failure to rectify major fault(s) within 48 Hours of the call, penalty of Rs.100/- per day till the default continues. However, in case of fault(s) requiring more than 48 Hours for rectification, penalty of Rs.250/- per day will be levied if the service provider fails to intimate the same to concerned Officer in-charge alongwith indicative time required for rectification of fault(s).
  - c) Failure to provide intended service(s), as per Scope of Work, penalty of Rs.1,000/- per incident;
  - d) Failure to maintain relevant record(s) of visit(s), including detail of maintenance carried out, log book(s), etc., to be submitted alongwith monthly invoice(s), penalty of Rs.100/- per day from the date of visit till the date of submission of invoice(s);
  - e) In addition to the penalty(ies) leviable, any additional cost likely to be incurred by SHS in availing said services from any other service provider/ 3<sup>rd</sup> Party, shall be deducted from the monthly/ any other payment(s) due to the service provider;

- f) In case of any damage to the property, including IT & other equipment, of the State Health Society, NHM, J&K, penalty as deemed appropriate by the Competent Authority;
  - g) In case of any misconduct/ misbehavior with the Officer(s)/ Official(s) of the State Health Society, penalty as deemed appropriate by the Competent Authority;
  - h) In case of any other breach/ default, not defined herein-above, penalty as deemed appropriate by the Competent Authority;
  - i) Repeated breach of any SLA(s) beyond three (3) instances will be considered as **'Breach of Contract' and will result in termination of contract subject to the report** of Committee, to be constituted by the Mission Director, NHM, J&K, to examine the matter.
9. Disqualification of Bidders/ Service Provider: In following circumstances, State Health Society reserves the right to disqualify any bidder, including the approved bidder:
- i. Direct or indirect canvassing for favour in allotment of contract on the part of bidders or their representative shall disqualify their bids outrightly;
  - ii. Approved bidder/ Service Provider may be disqualified, banned or suspended during the rate contract if:
    - a) fails to execute a contract or fails to execute it satisfactorily;
    - b) Declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation;
    - c) Suspected to be doubtful loyalty to State;
    - d) State Vigilance Organization (SVO)/ Anti-Corruption Bureau (ACB) or any other Investigating agency recommends such a course in respect of a case under investigation;
    - e) State Health Society or any of its Senior Authority(ies) is prima-facie of the view that service provider is guilty of an offence involving moral turpitude in relation to its dealings, which if established would result in banning the said Service Provider;
    - f) If any certificate/ documents/ information submitted by the Service Provider is found to be false/ forged/ fabricated;
    - g) If any information furnished by the service provider is found to be misleading or not based on facts.

However, said list is indicative and without prejudice to the right of the SHS to take appropriate necessary action in any other circumstances not listed above, but warranted such action.
10. Cancellation/ Termination of Rate Contract: State Health Society, NHM, J&K may terminate the contract if the successful bidder -
- i. withdraws/ modifies its offer after acceptance;
  - ii. fails to execute the agreement within the stipulated time;
  - iii. fails to provide services within one week of signing the agreement;
  - iv. fails to fulfil any other contractual obligations;
  - v. violates any of the terms & conditions of the Contract having significant impact on rendering of services tendered vide this NIT;
  - vi. becomes insolvent or bankrupt or is de-recognized/ blacklisted by any Govt./ Private Institution of the Country or an inquiry is initiated against it, or its

Directors/ Members, by Central/ State Vigilance Organization/ any other Investigating Agency;

- vii. upon any enquiry initiated by the Mission Director, NHM, J&K, on receipt of any written complaint, found to be involved in corrupt or fraudulent practices in competing for or in implementation of the project.
- a. Cancellation/ Termination of project, if required, will be considered only after according successful bidder a reasonable opportunity of being heard;
- b. In case of cancellation/ termination of Contract, State Health Society, NHM, J&K will have the right to ensure same services from next eligible bidder;
- c. Any loss sustained by State Health Society, NHM, J&K, as a result of re-tendering the contract due to cancellation of Rate Contract of approved service provider, shall be recovered from the defaulting bidder out of its EMD, or any of its pending bill(s), as the case may be. Even if the 2<sup>nd</sup> lowest bidder agrees to carry out the contract at the rate of 1<sup>st</sup> lowest, EMD of 1<sup>st</sup> lowest bidder will be forfeited and it shall have no claim for the same and also shall have no right to raise this issue in any Court of Law. The same procedure will be adopted in case of 2<sup>nd</sup> lowest on its default and likewise for 3<sup>rd</sup> lowest.

11. Arbitration:

- a. Dispute: Either party, including Purchase Committee of State Health Society, NHM, J&K, upon receipt of any information, is entitled to raise any claim, dispute or difference, of whatever nature arising out of or in connection with the NIT, **including its existence or validity or termination (collectively called as "Dispute")**, by giving written notice to the other party, which shall contain -
  - i. Description of dispute
  - ii. Ground for such dispute
  - iii. Written material in support of its claim
- b. Other party shall, within thirty (30) days of issuance of dispute notice, furnish:
  - i. Counter claim and defenses, if any, regarding the dispute; and
  - ii. All written material in support of its defenses and counter claim.
- c. Dispute Resolution by Amicable Settlement: Within thirty (30) days of issuance of notice by any party, both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty (30) days of receipt of notice referred above, same shall be referred to the Mission Director, NHM, J&K for its reference to arbitration.
- d. Dispute Resolution by Sole Arbitrator: In addition to (c ), dispute may also include any dispute arising out of contract with regard to interpretation, meaning and breach of the terms of contract. Upon receipt of information, Mission Director, NHM, J&K will appoint an officer as Sole Arbitrator for the dispute, who will not be related to this contract for resolution of dispute. The Arbitrator shall deal with the grievance expeditiously, as possible and shall endeavour to dispose it off, within thirty (30) days from the date of receipt. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he/ she shall be replaced by another person appointed by Mission Director, NHM, J&K to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor.



- e. Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable to successful bidder shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- f. Final Appeal: If the officer designated as Arbitrator fails to dispose off the grievance filed within the period, or successful bidder or Purchase Committee or any other person aggrieved by the order passed by the Arbitrator, he/ it may file an Appeal before the Mission Director, NHM, J&K being the final Appellate Authority whose decision shall be final and binding upon all the Parties.
- g. Governing Law: This NIT shall be governed by and construed in accordance with the Laws of J&K and the Laws of India, as applicable to J&K.
- h. Venue of Arbitration: Venue of arbitration shall be the place from where contract has been issued.

12. Right to Accept or Reject the Bid(s):

- a. Notwithstanding anything contained in this SBD, the Tender Inviting Authority reserves the right to accept or reject any bid, or to annul the bidding process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh bids hereunder;
- b. The Authority reserves the right to reject any bid if:
  - i. at any time, a material misrepresentation is made or uncovered, or
  - ii. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid;
- c. In case, it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith and notwithstanding anything to the contrary contained in this SBD, be liable to be terminated, by a communication in writing by the Authority to the bidder, without the Authority being liable in any manner whatsoever to the bidder and without prejudice to any other right or remedy which the Authority may have under this SBD, the agreement or under applicable law(s);
- d. The Authority reserves the right to verify all statements, information and documents submitted by the bidder in response to the SBD. Any such verification or lack of such verification by the Authority shall not relieve the bidder of its obligations or liabilities hereunder, nor will it affect any rights of the Authority there under.

13. Saving Clause:

- a) In the absence of any specific provision in the agreement, the issue will be decided on mutual agreement;
- b) Failure of either party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event:
  - i. Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement; and

- ii. Has informed the other party as soon as possible about the occurrence of such an event.

14. Miscellaneous:

- a. No oral conversations or agreements with any Officer or Official of NHM, J&K shall affect or modify any terms of this tender. Any alleged oral agreement or arrangement made by the bidder with any Officer/ Official of NHM, J&K shall not affect the definitive agreement that results from this bidding process. Oral communications by NHM, J&K to an entity shall not be considered binding on NHM, J&K. Similarly, any written material provided by any person other than NHM, J&K shall not affect the implementation of contract unless approved and agreed to by NHM, J&K.
- b. Bidders that are found to be canvassing, influencing or attempting to influence the concerned in any manner, including offering bribes or other illegal gratification to any Officer/ Official of NHM, J&K, for getting the contract issued in its favour can be disqualified from the process at any stage without any notice in this regard.
- c. The information contained in this NIT is selective and is subject to updation, expansion, revision and amendment. It does not purport to contain all the information that bidders require. Purchase Committee, State Health Society in its absolute discretion, but without being under any obligation to do so, may relax/ change/ modify the terms & conditions, including scope of work in any exigency, excluding fundamental changes/ basic conditions, after approval of the same by the Mission Director, NHM, J&K. Such updation/ change/ modification shall be uploaded on respective website(s) – [www.jktenders.gov.in](http://www.jktenders.gov.in) and [www.jknhm.com](http://www.jknhm.com) and will become part and parcel of this NIT.
- d. The Tender Inviting Authority, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - i. cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms & conditions relating thereto;
  - ii. consult with any bidder in order to receive clarification or further information;
  - iii. retain any information and/ or evidence submitted by any bidder; and/ or
  - iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by any bidder.
- e. All other issues that may come up during the course of compilation of contract shall be decided by the Mission Director, NHM, J&K and his decision shall be final.
- f. The bidding process shall be governed by, and construed in accordance with, the Laws of India and the Courts in Jammu & Kashmir shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process.

In Acceptance

Sig. & Seal of the Tenderer  
alongwith Full address

## Checklist for Bidder(s)

S. No	Particulars	Page No.
1.	Proof of Deposit of Tender Fee of Rs.2,000/- (to be deposited through online/ RTGS transfer in State Health Society, NHM, <b>J&amp;K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the</b> J&K Bank Ltd. Shalamar Road, Jammu (IFS Code: JAKA0LUXURY; MICR Code: 180051023)	
2.	EMD of Rs.25,000/- (in the form of CDR/ FDR pledged to the FA/ CAO, State Health Society, NHM, J&K)	
3.	Affidavit on Rs.100/- stamp paper duly attested by 1 <sup>st</sup> Class Magistrate	
4.	PAN card of the firm and authorized signatory (in case registered as Partnership Firm/ HUF/ Company/ Society, etc.)	
5.	GST Registration Certificate	
6.	Latest GST Return 3B, i.e., for the month of February, 2020	
7.	Detail(s) of work experience regarding Annual Maintenance Contract(s) undertaken during previous three financial year(s) – 2016-17, 2017-18 and 2018-19, alongwith satisfactory work completion certificate(s) from user organization(s)	
8.	Details of qualified & professional staff associated with bidder(s) for carrying out repairs & maintenance of computers & peripheral items, including their name, qualification and work experience	
9.	PAN based copies of ITR for the preceding three financial year(s) – 2016-17 (A.Y. – 2017-18), 2017-18 (A.Y. – 2017-18) and 2018-19 (A.Y. – 2019-20)	
10.	Tender document, including Terms & Conditions, duly signed by the bidder/ authorized signatory	

Sig. & Seal of the Tenderer  
alongwith Full address

## Annexure – ‘A’

### Indicative List of Computer and Other IT Equipment in the office of State Health Society, NHM, J&K at Nagrota, Jammu

S. No.	Item	Make/ Model	Indicative No. of Unit(s)
1	All-in-One Computer	Multiple Brands	7
2	Desktop Computer with UPS	Multiple Brands	21
3	Laptops	Multiple Brands	30
4	Printer	Canon Image Class LBP 6030B	1
5	Printer	Canon Image Class LBP 6030w	2
6	Printer	Canon Image Class MF 244dw	2
7	Printer	HP MFP M226dw	1
8	Printer	Canon Image Class MF 633Cdw	1
9	Printer	HP Laserjet Pro P1007	4
10	Printer	Samsung ML 3310 ND	3
11	Printer	HP Laserjet P1108	4
12	Printer	Brother DCP - 1616 NW	1
13	Printer	HP Laserjet M1005 MFP	1
14	Printer	HP Laserjet Pro M104a	1
15	Printer	HP Laserjet 1020 Plus	2
16	Printer	HP Laserjet 1020	3
17	Printer	Canon LBP 2900B	1
18	Printer	HP Laserjet P3005dn	1
19	Printer	HP Laserjet Ultra MFP M134fn	1
20	Printer	HP Laserjet 9040dn	1
21	Printer	Xerox Phaser 3260	1
22	Printer	HP Colour Laserjet CP2025	1
23	Scanner	HP Scanjet Pro 3000S3	1
24	Scanner	Canon Image Class DR 225	1
25	Photocopier	Sharp AR 5620N	1
26	Photocopier	Sharp AR 5625	1
27	Photocopier	Konica Minolta Biz Hub 215	2
28	Photocopier	Xerox Work Centre 5022	1
29	Multi-Function	Panasonic KX-MD 2030	1

Note: Above-mentioned No. of equipment is indicative and will vary in view of Bi-Annual Darbar Move and will remain subject to addition/ deletion in No. of Unit(s)

Sd/-  
Mission Director  
(Tender Inviting Authority)  
National Health Mission, J&K