



## 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 Establishment of 'Integrated 104 - Centralized Call Center cum Health Desk' in Jammu & Kashmir on "Build – Operate – Transfer (BOT)" basis

For and on behalf of the Hon'ble Lt. Governor of Jammu & Kashmir, online bids are invited for establishment of '**Integrated 104 - Centralized Call Center cum Health Helpline**' in Jammu & Kashmir on "**Build-Operate-Transfer (BOT)**" basis, as per detailed specifications and terms & conditions mentioned in this tender document (SBD), for a period of five (5) year(s), extendable on year to year performance of the call centre and subject to annual approval by the Ministry of Health & Family Welfare, Govt. of India:

S. No.	Particulars	Date/ Time
1	Date of Publishing SBD	15.02.2021 at 1200 Hrs
2	Start Date of Downloading SBD from Website	15.02.2021 from 1200 Hrs
3	Websites for Downloading SBD	<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 SBD from Website	20.03.2021 upto 1400 Hrs
5	Seek Clarification Start Date	15.02.2021 from 1400 Hrs
6	Seek Clarification End Date	04.03.2021 upto 1600 Hrs
7	Pre-Bid Meeting	06.03.2021 at 1500 Hrs
8	Venue of Pre-Bid Meeting	Conference Hall of State Health Society, NHM, RIHFW, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
9	Website for Submission of Bids (Technical as well as Financial)	<a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a>
10	Start Date for Submission of Online Bids	10.03.2021 from 1000 Hrs
11	Last Date for Submission of Online Bids	20.03.2021 upto 1600 Hrs
12	Date of Opening of Technical Bids	22.03.2021 at 1100 Hrs
13	Place of Opening of Technical Bids	Conference Hall of State Health Society, NHM, RIHFW, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
14	Date of Technical Demonstration	To be Notified Separately
15	Place of Technical Demonstration	Conference Hall of State Health Society, NHM, RIHFW, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
16	Date of Opening of Financial Bids	To be Notified Separately

Sd/-

**Mission Director**  
National Health Mission, J&K



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

**Name of the Group/ Item:** Establishment of **Integrated 104 - Centralized Call Center cum Health Desk** in Jammu & Kashmir on **Build – Operate – Transfer (BOT)** basis

# NOTICE INVITING BIDS

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**e-BID NOTICE 07 OF 2020**

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**e-BID NOTICE 07 of 2020**

**Notice inviting e-Bids for establishment of Integrated 104 - Centralized Call Center cum Health Helpline in Jammu and Kashmir on Build - Operate – Transfer (BOT) basis**

For and on behalf of the Hon'ble Lt. Governor of Jammu & Kashmir, online bids are invited for establishment of **Integrated 104 - Centralized Call Center cum Health Helpline** in Jammu & Kashmir on **Build-Operate-Transfer (BOT)** basis, as per detailed specifications and terms & conditions mentioned in this tender document (SBD), for a period of five (5) year(s), extendable on year to year performance of the call centre and subject to annual approval by the Ministry of Health & Family Welfare, Govt. of India:

S. No.	Particulars of Tender	Tender Fee including Cost of Tender and Tender Processing Fee	Earnest Money Deposit (EMD)
01	Establishment of <b>Integrated 104 - Centralized Call Center cum Health Helpline</b> in Jammu & Kashmir on <b>Build- Operate-Transfer (BOT)</b> basis	✓ Rs.15,000/- (Rupees Fifteen Thousand only)	✓ Rs.5,00,000.00 (Rupees Five Lakhs only)

1. Detailed tender document alongwith terms and 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 **15.02.2021 (1200 Hrs onwards)**.
2. Pre-bid meeting shall be held in the conference hall of State Health Society, National Health Mission, at Nagrota, Jammu on **06.03.2021 at 1500 Hrs**.
3. Bidding process shall be for entire Project, i.e., for all the component(s) taken together. Bids which are only for one or more component(s), but not all the component(s), shall not be accepted.
4. 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 **10.03.2021 (1400 Hrs) upto 20.03.2021 (1600 Hrs) only**.
5. Technical bids will be opened on **22.03.2021 (1100 Hrs)** in the Office of State Health Society, NHM, J&K at Jammu. In case of holiday on the date of opening of bid, bids will be opened on the next working day at the same time and venue.
6. Financial bids of bidder(s) qualifying the Technical evaluation and demonstration shall be opened on later date which will be notified separately.
7. **Complete bidding process will be on-line. Bidder(s) are not required to submit technical/ financial bid(s) in physical form.**
8. Any Correspondence, required to be made regarding this NIT, shall only be entertained if it is from the Managing Director/ Chairman of the bidding entity or its duly authorized signatory\*.  
\*Authorized Signatory means a person duly authorized by the competent authority viz., Managing Director/ Chairperson/ Board of Directors through Power of Attorney to sign on behalf of the Company/ Society/ Trust/ LLP.

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

**Schedule of Critical Dates to be observed with respect to Notice inviting e-Bids for Establishment of Integrated 104 - Centralized Call Center cum Health Helpline in Jammu & Kashmir on Build-Operate-Transfer (BOT) basis**

<b>S. No.</b>	<b>Particulars</b>	<b>Date/ Time</b>
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4	Last Date of Downloading SBD from Website	20.03.2021 upto 1400 Hrs
5	Seek Clarification Start Date	15.02.2021 from 1400 Hrs
6	Seek Clarification End Date	04.03.2021 upto 1600 Hrs
7	Pre-Bid Meeting In view of requirement for refurbishment of existing premises for establishment of intended 'Integrated 104 - Centralized Call Center cum Health Helpline', it is required for intended bidder(s) to attend the Pre-Bid meeting, through duly authorized representative(s). Communication, duly signed by the authorized signatory, stating details of representative(s) likely to attend the Pre-Bid meeting will have to be submitted on the e-mail ID: <a href="mailto:mdnhmjk@gmail.com">mdnhmjk@gmail.com</a> by or before 04.03.2021 upto 1600 Hrs	06.03.2021 at 1500 Hrs
8	Venue of Pre-Bid Meeting	Conference Hall of State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
9	Website for Submission of Bids (Technical as well as Financial)	<a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a>
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15	Place of Technical Demonstration	Conference Hall of State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
16	Date of Opening of Financial Bids	To be Notified Separately
17	Tender Fee (including Cost of Tender and Tender Processing Fee) (to be deposited through online/ RTGS transfer in State Health Society, National Health Mission, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFSC Code: JAKAoLUXURY; MICR Code: 180051023)	Rs.15,000/- (Rupees Fifteen Thousand only)
18	Earnest Money Deposit (in the shape of CDR/ FDR from a Scheduled Bank duly pledged in favour of FA&CAO, National Health Mission, J&K)	Rs.5,00,000/- (Rupee Five Lakhs only)

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

## Section -1

### Instructions to Bidders regarding e-Tendering Process

1. The interested bidder can download the Standard Bid Document (SBD) from the website <http://jktenders.gov.in> and [www.jknhm.com](http://www.jknhm.com).
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 SBD/ NIT.
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.
9. Bidders can contact the FA&CAO, State Health Society, National Health Missions, J&K for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
10. Bidders are advised to use “My Documents” area in their user account on <http://jktenders.gov.in> e-tendering portal to store important documents like Balance Sheets, GST Certificate, IT Returns, and other relevant documents etc., and attach these certificates as Non-Statutory documents while submitting their bids.
11. Bidders are advised not to make any change in BoQ (Bill of Quantity) 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.
12. Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF scan properly.
13. The guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>.
14. **Scanned copies of the below mentioned documents can be attached from My Document area for tenderers on e-Procurement portal viz., [www.jktenders.gov.in](http://www.jktenders.gov.in):**
  - a. PAN Card
  - b. GST Registration Certificate
  - c. Audit Reports alongwith Balance Sheets and ITRs for last three financial years
  - d. Average annual turnover certificate, issued by Chartered Accountant, for average turnover of last three financial year(s), from similar service(s) not below Rs.10.00 Crore
  - e. ITRs/ Performance Certificates/ Other Documents.

## Section - 2

### Schedule of Activities/ Scope of Work

1. **Background:** The National Health Mission, Jammu & Kashmir has been implementing various schemes and intend to establish and operate **Integrated 104 - Centralized Call Center cum Health Helpline in Jammu and Kashmir**, (hereinafter referred to as '104-Services'), on **Build-Operate-Transfer (BOT)** basis. The 104 Services shall deliver dissemination of information regarding healthcare services/ Programmes/ Schemes to the public at large, providing basic medical advice & counselling services, acting as grievance redressal mechanism, data verification/ validation center etc. Broad scope of 104 Service are detailed below, but not limited to:
  - i. Refurbishment of Call Centre Premises;
  - ii. Establish Call center, including procurement of necessary equipment required to run the call center, setting up of lease line for Internet connection, establishment of **104** toll free Number, deployment of cloud-based call center software to support both inbound and out bound calling;
  - iii. Operation and maintenance of 104 Services for a period of 5 years;
  - iv. Deploy personnel for call center operations;
  - v. Transfer 104 Service to NHM, J&K alongwith hardware, software and knowledge transfer.

#### 2. Detailed Scope of Work

Selected agency is required undertake following tasks, but not limited to:

##### A.) Refurbishment of Call Centre Premises

NHM, J&K has suitable premises for setting up of the 104 Services. The 104 Services will be established in the NHM, J&K office campus at Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K). At present the premises is being used for NHM/ RCH Helpline on a limited scale. Successful bidder(s) has to undertake remodeling of the same, as per its proposed design/ solution for the call-center, after getting the same approved from the Committee constituted for the purpose.

In view of the present situation due to the pandemic of COVID-19 and uncertainty about its continuation, all the Intended bidder(s), having financial as well as technical capabilities in the matter and desirous to participate in the bidding process, are advised to visit the premises of the State Health Society, NHM, J&K at Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli, Nagrota, Jammu, either by the authorized signatory in person, or through its authorized local representative(s), to assess the requirements/ modification required for establishing the Call Centre and submit the bid accordingly. Details of proposed modifications, including the design and Bill of Quantity (BOQ) are required to be shared in the technical bid. All the intended bidder(s) shall have to strictly adhere to all the Standard Operating procedures (SoPs) issued/ to be issued for movement of persons in the Union Territory of Jammu & Kashmir and comply with COVID-19 related regulations issued on time to time.

It is proposed that the 104 Service call center software need to be hosted on a cloud platform. Hence, the hardware/ refurbishment requirements need to be assessed accordingly.

Refurbishment of call centre shall include, but not limited to the following.

- i) Prepare the design of the call center seating arrangements necessary for accommodating a 60-seater call center and set up a 30 seater call center to start the operations. Depending on the requirement and on receipt of intimation from NHM, augment the seating capacity and other hardware and manpower required for enhancing the capacity of call center;
- ii) Approved Service Provider will be responsible for arrangement of power, lighting, network connectivity, security systems, etc. in the premises;
- iii) Provision must be made for seating with proper lighting, air conditioning etc. to ensure sufficient comfort levels to call center staff. Other basic facilities like water, toilets, etc. should also be provided;
- iv) Adequate training facilities should also be provided including availability of proper rooms with whiteboards, projectors and other appliances;
- v) Provision to accommodate administrative, counselling and support staff and confidential record(s);
- vi) Provision of Uninterrupted Power Supply (UPS) with suitable capacity to handle entire load of call-center;
- vii) There should also be adequate provision of CCTV camera(s) at the site, live feed from which should be provided to NHM, J&K.

**B.) Establishment of Integrated 104 - Centralized Call Center cum Health Helpline:**

Service Provider shall have to establish a **30-Seater Integrated 104 - Centralized Call Center cum Health Helpline in Jammu & Kashmir**, which shall serve entire geography of UT of Jammu & Kashmir with following broad premises:

- a) Initially, call center will be operationalized with 30 Seat(s), scalable upto 60 seats, if required, during the Contract period;
- b) The call Centre should attend all the in-bound calls received from the entire geography of UT of Jammu & Kashmir and should also undertake out-bound calling for verification of beneficiaries and data validation of MIS and other reports pertaining to various schemes implemented by Govt. of Jammu & Kashmir;
- c) In view of lack of authenticated data, precise allocation of seat(s) towards inbound and outbound call(s) cannot be made at present. Therefore, it is advisable for the intended bidder(s) to plan optimal utilization of existing resource(s) with suitable mix of inbound and outbound calling process in consultation with the Committee constituted for the purpose;
- d) Obtain necessary license(s) required for operating Call Center and ensure compliance to various standards inter-alia including IPV6, IT (Amendment) Act, 2008, EHR Standards, e-Governance Policy(ies) prescribed by MeitY/ MoH&FW/ any other Govt. Organizations;
- e) Procure, install, operate and maintain complete infrastructure (IT and Non-IT) during the entire contract period. Successful bidder has to ensure upkeep & maintenance of all these equipment during the entire contract period without any additional financial implication(s) on the Health & Medical Education Deptt./ NHM, J&K. It is, therefore, advised to make suitable provision for the same while quoting for the project;
- f) Earmark and mobilize Call Center Team(s) optimally. However, any earmarking of team(s) should be swappable enough so as to handle other call(s) except those assigned to it, for e.g., in case of peak hours of in-bound calls, team(s) will attend the same. However, in case of any lay over period, it should perform out-bound calling so as to utilize the call centre optimally, minimizing idle time;
- g) Maintain discipline of office environment and safety of call center and call center staff;
- h) Establish and maintain the specified Service Level Agreement(s);



- i) Go-Live of Call Center (within 90 days from the Date of Award of Contract/ Signing the Agreement). This period of 90 days will be the 'Beta Period', during which performance of Call Centre, including the hardware, software and manpower deployed and its functioning will be closely monitored. During this 'Beta Period', challenges & impediments, if any, towards successful operationalization of Call Centre will be thoroughly reviewed and addressed by the concerned stakeholder(s) viz., approved Service Provider and/ or State Health Society, NHM, J&K. Accordingly, initially suggested modality(ies), predominantly including No. of Seats for In-Bound & Out-Bound Calling, Service Level Agreements (SLAs), etc. will be finalized for the remaining 'Business as Usual Period', which will be the remaining period of nine (9) months in first year of operation, and thereafter entire Contract Period of four (4) years. These modality(ies) shall remain applicable during the entire 'Business as Usual Period', unless amended/ modified by this office subsequently, in mutual consultation with other stakeholder(s).
- j) **Hardware, Software, Telecom facilities:** Approved Service Provider will be responsible for procurement, installation, commissioning and maintenance of all hardware and software facilities required for smooth operation of call-center during the entire Contract Period. This includes:
- i) Complete hardware and software for call center staff (e.g., provision of laptop/ desktop computers/ Headphones, etc.);
  - ii) Deploy cloud-based Call Centre Software to manage both inbound and outbound calling facilities. Provide requisite applications such as IVR application, Computer Telephony Integration (CTI) Solution including Automated Call Distributor (ACD)/ Call routing, API integration with MIS applications of Ministry of Health and Family Welfare, GoI, Dialer, Voice logger etc., the Cloud based solution should have Disaster Recovery Solutions as well; Ensure that the servers of cloud-based call center shall be located within the Country;
  - iii) Deploy an Application Programme Interface (API) for porting of data between various MIS applications of MoHFW, GOI and Call Centre software. In case the GoI makes necessary modifications/ provide access rights to its MIS portals, the API services shall be discontinued;
  - iv) If feasible, the service provider may also consider deployment of VoLTE technology instead of VoIP;
  - v) Appropriate No. of Telephone Instruments with conferencing facility and Hot Button Programming on all telephone Sets, State-of the-art Switches/ EPABX with the capability to logically partition the switching system to avoid interference with other sets of users;
  - vi) Sufficient No. of Incoming lines with the facility to expand / install additional lines, if required in future;
  - vii) Other basic infrastructure such as cabling, Local Area Network, anti-virus, firewall(s) for data security against unwanted intrusion from Hackers, Worms, Viruses, Spamming, Malware, Ransomware, Trojan Horses, etc., requisite firmware (s), if any, etc.;
  - viii) Regular upkeep and maintenance of all hardware, software & firmware, including repair & replacement, during the entire contract period shall be the responsibility of approved Service Provider, without any additional financial implications on the Health & Medical Education Deptt./ NHM, J&K;
  - ix) Suitable provision has to be made for Data Redundancy and backup of Call Record Database application. There should be no loss of data or discontinuity of service(s) due to any hardware/ software failure;

- x) All the Intended bidder(s) shall have to provide detailed Bills of Quantity (BOQ) of all the IT/ Non-IT equipment proposed for the project, including model, make and specification(s), with the technical bid. State Health Society, NHM, J&K may get the equipment supplied by the approved Service Provider inspected/ verified through any Govt. approved agency(ies). Inspection charges, if any, shall have to be borne by the approved Service Provider;
- xi) If in pursuance to the 3<sup>rd</sup> Party inspection/ verification, or otherwise, it will come to notice that there is any deviation between the specification(s) of the equipment, IT/ Non-IT, offered vis-a-vis supplied by the approved Service Provider may lead to cancellation of the approved Rate Contract besides initiation of other requisite necessary actions including, forfeiture of EMD, black-listing of approved Service Provider, etc. However, this will not apply in case the approved Service Provider, in view of technological upgradations, or any other reasons, intends to procure/ supply any equipment with higher/ upgraded specifications, without any additional financial implications on NHM and after seeking prior approval from the office of Mission Director, NHM, J&K.
- k) **Ownership of Hardware, Furniture & Fixtures:** Intended bidder(s) shall ensure installation of latest equipment of standard quality and capable of suitable upgradations during the Contract period. Ownership of all the hardware, furniture & fixtures shall remain vested with the NHM, J&K. Approved Service Provider shall hand over all the equipment, in working condition, to the Health & Medical Education Deptt./ NHM, J&K, after successful completion of the Contract period, or on termination of the Contract before the stipulated period, as the case may be. In case, any equipment is found to be not in working condition, Net Realizable Value of the same, arrived at after deducting suitable depreciation towards wear & tear from the invoice value of such equipment, shall be deducted from the payments due to the approved Service Provider.
- l) **Provision of Software and Updates there off:** The Service provider, at the end of the contract period should provide Call Center Software deployed to NHM J&K with source code. In the event of NHM decides to use the software for Call centre Operations post the conclusion/ termination of contract with the services provider, the service provider shall provide any software updates and maintenance of the software after the termination of the contract. Modalities for the annual maintenance cost shall be worked out at the time of transfer of operations to NHM, J&K.
- m) **Information Ownership:** All information received, acquired, processed, stored or transmitted by the approved Service Provider for this project belongs to Health Deptt./ NHM, J&K. By having the responsibility to operate the call-center, approved Service Provider does not acquire access right(s) to the information or right(s) to transmit/ redistribute the information. Approved Service Provider shall have to understand that Civil, Criminal and/ or Administrative penalty(ies) will apply for failure to protect information appropriately. Approved Service Provider must agree to and sign a Non-Disclosure Agreement with Health Deptt./ NHM, J&K that all the information of caller(s) as well as data will be protected using appropriate security measures. Any legal issues due to leakage or disclosure of information of the caller or data will be the liability of approved Service Provider and any cost incurred for resolution of the issue shall have to be borne by it besides the Civil, Criminal and/ or Administrative penalty(ies).
- n) **Intellectual property Rights (IPRs):** Any pre-existing IPRs of approved Service Provider shall continue to remain its property. However, IPRs arising out of this project shall be owned by the Health Deptt./ NHM, J&K. Source code of all the call-centre solution developed under this project shall be owned by the Health Deptt./ NHM, J&K which reserves the right to modify the application or source code for its own use in future, at its own or through 3<sup>rd</sup> party professionals. Likewise, IPRs of any 3<sup>rd</sup> Party

software, used by any party under this project, shall rest with OEM/ concerned party, except for customizations done over these software products for the project. The agency has to provide non-exclusive right to use the pre-existing IPRs of the agency for exclusive use of NHM, J&K.

**C.) Operations & Maintenance of Call Center:** After successful establishment of call center, approved Service Provider will be responsible for establishment, operations & maintenance of call center (as per Award of Contract) for a period of five (5) year(s), extendable on year-to-year performance basis of the call centre and subject to annual approval by the Ministry of Health & Family Welfare, Govt. of India. Proposed Integrated Solution is required to provide, but not limited to, following indicative service(s):

- a) **Out-bound Call Center - 104:** Out-bound calls have to be made from call-center to beneficiary(ies)/ health worker(s) for validation of data, providing reminder/ following on mother and child health, including vaccinations etc., take feedback from the beneficiaries, creating awareness on various schemes and health education including, but not limited to the, call(s) to:
  - i) Mother beneficiary(ies) as well as healthcare Service Provider(s)/ ASHA(s), as per RCH database for validation of data and update the RCH database;
  - ii) Early Childhood Development (ECD) Services initiatives by reaching out to every pregnant mother and parents of every child up to the age of 2 years through ECD Call Center focusing on first 1000 days of child which consists of 270 days during pregnancy and the first 730 days or first 2 years after birth;
  - iii) Beneficiary(ies) of other healthcare Programme(s)/ Scheme(s) including RBSK, RKSK, Population Based Screening, Nikshay Poshan Yojana (NPY), etc. Detail of such beneficiary(ies) will be provided by the Health Deptt./ NHM, J&K on monthly basis;
  - iv) Conduct Survey(s) regarding various healthcare Programme(e)/ Scheme(s)/ Service(s) operational in J&K, for e.g., Mobile Health Team(s) functioning under RBSK, Mid-Level Health Provider(s) deployed at Health & Wellness Center(s), Referral Transport Service(s) under JSSK, Training(s) imparted to healthcare worker(s)/ ASHA(s), availability of Drugs & Consumable(s), Diagnostic Service(s) in the field, etc.;
  - v) COVID-19 cases, including Positive Cases, their Contacts/ Bluetooth Contacts, other suspects, households screened/ sampled, follow up etc.;
  - vi) Create awareness about various Govt. Schemes & Programmes.
  
- b) **In-bound Health Desk – 104:** People across Jammu & Kashmir may call at call-center for availing desired service(s) including, but not limited to the following(s):
  - i) Basic healthcare advice Health Advice on first aid, nutrition, disease prevention etc., using General Symptom Based Disease Support System. Only Standard Medical Advice will be provided. In case of critical or complex medical conditions, they will be guided to consult the nearest healthcare facility. Any clinical advice in contravention to extant laws shall not be provided;
  - ii) Provide information on emergency health care services, health care facilities and diagnostic centers available including private and provide information on National Ambulance Service and Emergency Transport;
  - iii) Provide emergency health related information during epidemics and disasters;
  - iv) Provide information about blood banks, blood storage centers and availability of blood;
  - i) Give high priority to the complaints regarding female feticide and infanticide and forward the information to the nearest enforcement authority;

- ii) Counselling Service(s) on Rehab (Alcohol, Drugs, Smoking, etc.), Psychological (Anxiety, Depression, Suicidal Tendencies, etc.) problems, adolescent health issues, suicide prevention, Family Planning, Pregnancy & Safe Birth Practice(s), Childcare, Birth Disorder(s), Stigmatized Diseases (HIV, AIDS, Leprosy, COVID, etc.);
- iii) Mental Health Helpline including De-addiction cum Crisis Helpline;
- iv) Adolescent Health Helpline including Menstrual Hygiene Services;
- v) Healthcare Directory Service(s) providing various information inter-alia including various Public Healthcare Facility(ies) available in the area of caller(s), various National Health Programme(s)/ Scheme(s) and how to avail benefit(s) under these, etc.;
- vi) Redressal of real time grievances for healthcare worker(s), ASHA(s), general public, etc. It includes registering complaint(s)/ grievance(s) against Officer(s)/ Official(s) of Health Deptt., J&K/ NHM, J&K, complaints regarding female feticide & infanticide, etc., forwarding these complaints to the concerned Officer(s) for resolution and providing feedback status to the complainant in co-ordination with the concerned Officer(s).

**c) Call Centre Timing:**

The Service provider is required to run the call centre operations during the day time i.e., 9.00 am to 6.00 pm, minimum eight (8) hours of working per day with one (1) hour of break every day in all the working days, excluding Sundays and Holiday notified by UT of Jammu & Kashmir. Call Centre will observe all National Holidays.

In the event of any exigency/ pandemic/ eventuality, or otherwise, during the currency of Contract Period, if the Health & Medical Education Deptt./ NHM, J&K decides to operate call centre during any extended hours, for e.g., say from 8.00 AM to 8.00 PM or make it 24 x 7/ 24 x 6 basis, Rate(s) approved for 9.00 AM to 6.00 PM will be considered as Base Rate(s) for calculation of call centre cost for such extended hours of operations, all other terms & conditions remaining the same and subject to mutual agreement between the concerned stakeholders. Moreover, in such situation(s), it will be imperative upon the approved Service Provider to ensure that call centre staff should not be assigned more than 48 hours of working hours in one week, and accordingly it should plan to keep buffer staff for call centre operations during such extended hours.

NHM may decide to run few seats with only in-bound calling during the extended hours of operations. For instance, NHM may ask the service provider to run only 6 seats with call center agents who will attend only in-bound calls during extended hours. The service provider shall provide details of call centre operations on a monthly basis with team deployment and hours worked during the month etc.

**d) Key Functional Requirement(s) of Call Center:** Some of the key features/ specifications required for Call Center include, but not limited to, the following(s):

**I. Interactive Voice Response System (IVRS):**

1. Receive all inbound calls on the telephone number specified by the Health Deptt./ NHM, J&K and prompt the Callers to make their selection(s).
2. Identify the Caller through Caller Line Identification (CLI) and Support Intelligent Call Routing. Identify the Region from which call is originating and greeting the caller in corresponding language(s) including English, Hindi & Local Language (Dogri/Gozri/ Kashmiri/ Urdu). Language of IVRS menu should then be decided based on caller's choice thereon.

3. Include Speech Recognition Engine in order to support and interpret multiple languages, especially Hindi/ English and local Regional languages including Kashmiri/ Dogri/ Gozri/ Urdu.
4. Support Text to Speech (TTS) capability especially for English.
5. Provide an easy to configure IVRS that enables the technical staff to customize it with minimum efforts.
6. Support scheduling of messages.
7. Capture usage details of each caller as the caller transverses through a call.
8. IVRS should be scalable and provide ease of integration with other components of call center solution.
9. IVRS shall have a Graphical User Interface (GUI) based tool to develop call trees/ applications, configure customer types, configure messages based on campaigns, caller group identification etc.
10. Caller may skip menu by pressing the necessary response. At any time during the call, caller may be transferred to call center executive by pressing a pre-defined number.
11. IVRS should be integrated with call center/ RCH solution and stakeholder profiles of previous callers can be referenced through their contact number, Unique ID, ANMs/ ASHAs/ Aanganwari workers etc. based on caller input.
12. IVRS should be able to retrieve call center executive availability from Automatic Call Distributor (ACD) and announce expected caller's queue waiting time and queue length.
13. Provide automated responses outside of working hours based on business rules defined by Health Deptt./ NHM, J&K.

## **II. Automatic Call Distribution (ACD)**

1. Handle High Call Volumes efficiently.
2. Support multiple groups, for e.g., programme-wise, for calls, IVRS.
3. Provide integration with IVRS to intelligently route calls.
4. Provide configurable system for whitelisting/ blacklisting users.
5. Support relaying of Information, Education and Communication (IEC) messages to voice callers waiting in queues or on hold.

## **III. Computer Telephone Integration (CTI)**

1. Ability to integrate with Call-Center solution.
2. Interfaced to send/ receive data, which needs to be populated.
3. Ability to generate service requests.
4. On transferring call to Supervisor/ Counsellor/ Medical Office, screen too should be transferred.
5. Call events should be handled from the system, such as, Hold, Retrieve, Conference, Transfer, etc.

## **IV. Call Centre Application**

1. Ability to raise Support Ticket with all related data logging and tracking.
2. Enable users to monitor the overall performance of Call Centre when needed.
3. Must interface with related web portals to retrieve information and perform tasks which are required.
4. Must integrate with CTI and should be able to pull IVRS usage details of the caller including all options selected by the caller and all details entered by caller from the time the caller reaches a Call Center Executive.
5. Call Centre Executive should be able to log and track each ticket.
6. Information of escalated ticket should be made available as and when required by the Health Deptt./ NHM, J&K.

## **V. Call Recording and Analysis**

1. Maintain 100% Call Recording for a period of one (1) year. Archived media will be provided to the respective Directorate of Health Services, Jammu/ Kashmir as well as NHM, J&K.
2. Recording should contain detailed call information, feedback of quality analyst for analyzed calls, updation in questionnaires, etc.
3. Developed solution must provide advanced searching capability(ies).

## **VI. Data Security and Privacy**

1. Ensure that information is collected directly from the caller and should be used for the specific purpose for which it is collected.
2. Privacy of caller information guidelines must be adhered to by everyone including Call Centre Executives to ensure data security and privacy.
3. Maintenance of log including Date, Time, Mac ID, No. of Call Centre Executives, Attendance Record, Application Logs, Call Detail Record (CDR) of Primary Rate Interface (PRI) Lines, etc.
4. Ensure complete and comprehensive security from unauthorized access and misuse.

## **VII. Technical Infrastructure**

1. Entire infrastructure for operationalization of Call Centre is to be arranged and managed by the approved Service Provider during the entire Contract period. The Call center software need to be deployed on a Cloud based platform.
2. Approved Service Provider has to ensure complete setup of Call Centre including Designing, Sizing, Procurement, Deployment and Management in a Web-Enabled Environment.
3. Health Deptt./ NHM, J&K will not provide any direct access of data. Only relevant Programme data may be provided through web services. The services provider is required to use Application Programme Interface (APIs) provided by National Health Mission for data transfer between 104 Service application and RCH portals on a regular basis. NHM J&K will provide necessary assistance and connect the service provider with the RCH technical team for assessing necessary information required for deployment of API and data access/ porting.
4. There should be proper Business Continuity and Disaster Recovery Plan and process in place during the entire Contract period.
5. Approved Service Provider must provide, or should have the capability to provide, infrastructure scalable beyond the initial requirement for any software application that needs to be developed/ required for the project.

## **VIII. Application Development**

1. Preparation of Functional Requirement Specifications (FRS).
2. Preparation of System Requirement Specifications (SRS).
3. Database Design and Development.
4. Design of web services for integration with other applications.
5. Develop the application with capability(ies) of data exchange with various portals, including but not limited to, RCH, RBSK, SNCU, DVDMS, etc.
6. Delivering reports including development of customized query builder as approved by the Health Deptt./ NHM, J&K.

- IX. Reporting Requirement(s):** Following report(s) shall have to be updated on the web-based Dashboard on Daily basis and copy of the compiled report(s) for every month should be provided to the Health Deptt./ NHM, J&K by 05<sup>th</sup> of subsequent month(s):

1. Approved Service Provider should provide Call Report – In-Bound and Out-Bound along with status details on daily basis, through Web-based Online Dashboard, to all BMOs (Block Medical Officers) of Jammu & Kashmir and other Officers of Health Deptt./ NHM, J&K. Any failure in this regard would render approved Service Provider for penalty;
2. Approved Service Provider should also provide all system generated reports required to monitor SLAs for the project. Reports to provide evidence of SLAs on monthly basis to be submitted to Health Deptt./ NHM, J&K inter-alia following report(s):
  - a. System Performance Report(s) including Application Availability, Dialer Availability, Network Availability, Power Availability;
  - b. Manpower Performance Report(s) including Availability of Call Centre Executives(s), Counsellor(s), Medical Officer(s), Attendance Report, No. of Calls Handled, No. of Hours of Call Handling segregated into duration of Calls Handled by Call Centre Executives(s)/ Counsellor(s)/ Medical Officer(s) and IVRS;
  - c. Project Performance Report(s) including reports generated based on the feedback of Caller(s);
  - d. Call Status Report(s) including report(s) containing various details such as, No. of calls, Wrong Nos., Correct Nos., Spam/ Junk Calls, Emergency Calls, Counselling Calls, Medical Advice Calls, Calls Not Attended, Calls attended after 01<sup>st</sup> attempt, Duration of Calls, etc.;
  - e. Any other Customized Report(s) as required by the Health Deptt./ NHM, J&K from time to time.
3. Should be able to generate reports to aid operational efficiency like:
  - a. Most frequent query analysis and create IVRS self-service module, if required for them;
  - b. Analysis of queries based on region, call resolution time, first/ second level resolution, language chosen by caller(s) for interaction etc.;
  - c. Call center executive-wise/ call center executive group-wise activity reports (both real-time and historical): login, logout time, idle time, average speed of answer, average handling time, number of dropped calls, number of unresolved queries, number of queries escalated to next level, average or total number of free agents in each group, efficiency of each agent or agent group etc.;
  - d. Call Analysis: Number of calls answered, number of calls abandoned, average and total call duration for different call center executive(s)/ groups;
4. Capability of exporting reports into various format such as Excel, Word, plain text etc.

**D.) Staff required in Call Center:** Approved Service Provider is required to deploy following staff at the call centre. Team composition along with minimum qualification & experience required are indicated below:

S. No.	Category	Persons Required	Minimum Qualification	Minimum Experience
1.	Call-Center Manager at State Level	1	Post-Graduate in any discipline. Candidate with MBA is preferred.	Five (5) years post qualification experience out of which at least two (2) years should be in ITeS/ Call Center Industry and should have managed the at least a team 20 call center executives.

<b>S. No.</b>	<b>Category</b>	<b>Persons Required</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
2.	Call-Center Supervisor(s) – one (1)	1	Post-Graduation from any recognized university with Diploma in Computer Applications from any recognized institution	Two (2) years post qualification experience in a call center out of which at least one (1) year should be in supervisory capacity.
3.	Technical/ IT Support	1	B.E./ B. Tech./ MCA from any recognized university	Two (2) years post qualification experience out of which at least one (1) year should be in ITeS/ Call Center Industry. He/ She should be responsible for deployment of APIs and porting of data into MoHFW MIS applications on regular basis.
4.	Call Center Executive(s)/ Health Advisor(s)	20	Graduation from any recognized university with Diploma in Computer Applications from any recognized institution. One (1) year post qualification experience in Call Center Industry	During 01 <sup>st</sup> year of operations, requisite No. of Call Center Executive(s), will be deployed as per annexure 'H'. If, call volume increases, additional Executive(s) may be deployed after the approval of MD, NHM.
5.	Counsellor(s) – Six (6)	6	Post-Graduation in Sociology/ Psychology/ Social Works/ Clinical Psychology from any recognized university	During the first year of operations, only 4 Counsellors shall be deployed. If the incoming call load volume is high, with the approval of MD, NHM, J&K, 2 more counsellors shall be deployed.
6.	Doctor(s) – four (4)	4	MBBS Degree recognized by Medical Council of India	During the first year of operations, only 2 Medical Doctors shall be deployed. If the incoming call load volume is high, with the approval of MD, NHM, J&K, 2 more Doctors shall be deployed.

As the Call Center will be established at State level and will cater to both the Division(s), it shall be ensured that at least 50% of the staff shall be from both the Division(s) viz., Jammu & Kashmir, so as to successfully address the concern(s)/ grievance(s) of people from both the Division(s). The agency should identify and deploy call center executives from the UT of Jammu & Kashmir and make sure that a right balance is maintained in the selection of executives with different languages, dialects commonly spoken in the regions.



**3. Project Deliverables:** Services to be included in the proposed call center will have following deliverables:

**i) Call Center Functioning:**

- a) Initially, Call-Centre will function with 30-seats. 'Call-Centre Seat' means No. of work-station(s) through which calling operation(s), In-bound as well as Out-bound both, are carried out and include Call-Centre Executive(s)/ Counsellor(s) and Medical Officer(s), but does not include Call-Centre Manager, Supervisor(s) and Technical/ IT Support;
- b) Any subsequent extension of Call-Centre beyond 30 Seats, upto additional 30 Seats, shall be considered only after review of functioning of existing call center and assessment of requirement for extension by the Committee to be constituted for management of Call Centre and approval of the same by the MoH&FW, Govt. of India/ Competent Authority;
- c) Furthermore, category(ies) of seats to be increased in later stage(s) will be the sole discretion of Health Deptt./ NHM, J&K and the same may be in the form of one category, or a mix of category(ies). Accordingly, the approved Service Provider will have to increase the No. of Seats, alongwith corresponding infrastructure;
- d) Cost attributed to corresponding infrastructure with respect to increased No. of Seat(s), if any, will be based upon the 'approved unit rates' arrived at as a result of this NIT, and may be subject to any modification, Upward/ Downward, to be decided by the Committee mentioned at pt. (b) above;
- e) With Average Call Handling Time (ACHT), that is, average time to manage a call including average actual talk time, hold time and wrap-up time, ranging between 3.00 to 3.30 minutes, minimum out-bound calls ranging between 160 - 140 calls per day by each out-bound Call-Centre executive(s), as dedicated by the approved Service Provider in consultation with the Health Deptt./ NHM, J&K, will have to be ensured;
- f) Likewise, for In-Bound Helpdesk executive(s), as dedicated by the approved Service Provider in consultation with the Health Deptt./ NHM, J&K, minimum eight (8) hours of working within the support window shall be ensured by the approved Service Provider;
- g) Average Call Response Time (ACRT), also known as 'Average Speed of Answer (ASA)', that is average time taken by call center executive(s) to attend the caller(s) waiting in queue shall not be more than 5 to 10 seconds for minimum 90% In-Bound call(s);
- h) Abandoned Call Rate (ACR), that is rate (%) of In-Bound call(s) abandoned by the caller(s) in queue before being answered, dropped/ disconnected after 20 Seconds, shall not exceed 2% of the total In-Bound Call(s); and
- i) Call Center should have to maintain the Call Closure Rate of 100%.

**ii) Language(s) to be supported:** Call Center will support English, Hindi & Local Language(s) including Dogri/ Gozri for Jammu Division and Kashmiri/ Urdu for Kashmir Division. Call-Centre Executive(s) will be able to take call(s), answer in chosen language with all interactions logged and maintained in call-center for later reporting and analysis.

**iii) Technologies to be Implemented:** Technologies/ methods to be used to communicate with beneficiary(ies), ASHA(s) and other healthcare worker(s) include Outbound Calls, Inbound Calls, IVRS and SMS/ Audio Messages.

**iv) Other Key Deliverables:**

- a) All pregnant women and parent of children having phone No(s). will be contacted through call center. Call center is expected to validate mother and child records by making outbound calls to health beneficiaries and health workers. It shall also create awareness about health programs and provide guidance to health workers and health beneficiaries through IVRS calls. It will receive its working data set from RCH;
- b) Special call(s) will be made to high-risk pregnant women on monthly basis. Special calls will also be made for overdue services;
- c) Information of various health schemes and promotion of health facilities available in Govt. Hospitals for pregnant women, mother and children will also be covered during interaction through the proposed call center;
- d) A database will be created regarding actual implementation of health schemes from the inputs received during interaction.

**v) Level(s) of Calls (Out-Bound) from Call Center:**

Level	Name of Activity
1 <sup>st</sup>	Verification/ Validation of record(s) by calling various beneficiaries including mothers, ASHAs, RBSK, RKSK beneficiaries, etc.
2 <sup>nd</sup>	Special calls to beneficiaries, for e.g., High Risk Pregnant Women, Overdue to Services, etc.
3 <sup>rd</sup>	Follow-up calls for e.g., in case of services not availed by beneficiary(ies) after 1 <sup>st</sup> & 2 <sup>nd</sup> level of call(s) or due to non-updation of record(s) by Health Worker(s)/ ASHAs, feedback regarding redressal of grievance(s), etc.

**vi) Call Center Functionality(ies):**

Main functions of Call Center, working through Helpdesk Agent/ IVRS, are broadly classified into, but not limited to, following core activity(ies):

S. No.	Activity	Detailed Scope
1.	Data Validation	Validation of RCH database including record of mother(s) beneficiary(ies), health worker(s), ASHA(s). Validation exercise needs to be carried out by making outbound calls to respective beneficiary(ies), ASHA(s) and other health worker(s). Errors/ deviations that generated in validation exercise must be reported back to RCH/ other concerned so that corrections can be made.
2.	Query Resolution	Call Center shall have different call resolution model(s) to resolve the queries of health beneficiary(ies)/ worker(s)
2.a	Call Resolution by Call Center Executive(s)/ Health Advisors	Call Center Executive(s) are expected to enable the following functionalities: Validation of data present in RCH Resolution of queries posed by beneficiary(ies) & health functionaries & beneficiaries based on the standard template(s);

S. No.	Activity	Detailed Scope
		<p>Information dissemination about local public healthcare facility(ies) and healthcare worker(s)/ ASHA(s) for providing Ante-Natal Care (ANCs), Post-Natal Care Check-ups (PNCs) and immunization for children;</p> <p>Information dissemination about Government healthcare Programmes/ Schemes</p> <p>Dissemination of standardized awareness messages tailored to the region</p>
2.b	Call Resolution by Counsellor(s)	<p>Counsellor(s) will enable following functionalities: Resolve medical/ health queries related to pregnancy and child immunization and other health related query(ies) of beneficiary(ies).</p> <p>Provide medical guidance to grassroots health workers like ASHA(s), ANM(s), Aanganwari worker(s), etc.</p>
2.c	Call Resolution by Medical Officer(s)	<p>Medical Officer(s) will enable following functionalities: Resolve basic medical/ health queries of beneficiary(ies) as well as of health worker(s)/ ASHA(s) which could not be addressed by the Medical Counsellor(s)/ require Medical treatment.</p>
3.	IEC activity	<p>One of the calling requirements of the project is to promote various healthcare Programme(s)/ Scheme(s) among the beneficiaries at appropriate stage.</p> <p>Call Center Executive(s)/ IVRS calls are expected to increase awareness among beneficiary(ies) directly by educating them about the benefits they can avail through these Government Programmes/ Schemes</p>

#### 4. Service Levels

Selected Service provider shall make all efforts that are necessary and reasonable to deliver the services as per the agreement with State Health Society, NHM J&K and ensure to deliver the services as per the industry standards. In case of breach, the Mission Director, NHM, J&K may, at its discretion shall impose the damages and penalties as agreed in the Service Level Agreement or take an appropriate action, including termination of contract. The H&ME Deptt./ State Health Society, NHM, J&K, will review the performance of approved Service Provider against defined SLA(s) and other performance measure(s), as deemed appropriate, at any given time or duration. Supervision Report(s) submitted by approved Service Provider, Monitoring Report(s) prepared by the office of Mission Director, NHM, J&K on the performance of any services pursuant to these SLA(s) by the approved Service Provider, shall form the basis for imposing damages/ penalties towards breach of contract. If required, the Mission Director, NHM, J&K may appoint a 3<sup>rd</sup> Party (Individual or Agency) for undertaking the review of the performance of the approved Service provider. In such an event, the Mission Director, NHM J&K shall act on the basis of report(s) provided by the appointed 3<sup>rd</sup> Party and invoke damage(s)/ penalty(ies) as agreed and determined in SLAs. Based on the instructions of H&ME Deptt./ State Health Society, NHM, J&K, findings of the 3<sup>rd</sup> Party Auditor/ Agency shall be accepted and addressed by the approved Service Provider with the consultation of H&ME Deptt., J&K/ State Health Society, NHM, J&K.

If the approved Service Provider is not able to deliver the services as per the SLAs defined in contract / Scope of Work, which translates into Material Breach, then the Mission Director, NHM, J&K may serve 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Mission Director, NHM, J&K will have the option to terminate the Agreement. Further, the Mission Director, NHM, J&K may offer a reasonable opportunity to the approved Service Provider to explain the circumstances leading to such a breach. In case of repeated failures on part of the approved Service Provider, the Mission Director, NHM, J&K may decide to terminate the contract. In such case, decision of the Mission Director, NHM J&K is final and binding.

These SLA(s) specify expected levels of service (i.e. Baseline Service Level) to be provided by the approved Service Provider to various stakeholders, including intended Caller(s) comprising of Health Beneficiary(ies), Health Worker(s), ASHA(s), General Public, the H&ME Deptt./ State Health Society, NHM, J&K, etc.

Payment to approved Service Provider is linked to compliance with SLA metrics laid down in subsequent table. The table also specifies the limits and metrics for Lower/ Higher Performance and breach levels.

S. No.	SLA Parameter	High Level	Medium	Low Level
1	In case of any failure to meet either of the scheduled time-line(s), without explicit approval from H&ME Deptt./ State Health Society, NHM, J&K in light of force majeure clause	Penalty = 1% of Total Contract for per Week of Delay subject to maximum 5 Weeks delay after that contract may be terminated		
2	Availability of agreed number of Resources at the Call Center	>=90% = Full Payment	Between 88.9% and 85% = 10% Deduction from Monthly OPEX bill	< 85% = 20% Deduction from Monthly OPEX Bill
3	Availability/ Uptime of Call Centre Solution	>=99% = Full Payment	Between 98.9% and 95% = 10% Deduction from Monthly OPEX Bill	< 95% = 20% Deduction from Monthly OPEX Bill

Approved Service Provider will get 100% payment if Baseline Performance Metrics are complied with, and if No additional penalty(ies) are imposed as specified in RFP. In case of a lower performance on any parameter(s) defined in the SLAs, appropriate penalties shall be imposed and the payment shall be adjusted accordingly.

### SLA Monitoring

The aforementioned SLA parameter(s) shall be measured on monthly basis as per the individual SLA parameter requirements. If performance of System/ services is degraded significantly at any given point in time during the Contract Period, and if the immediate

measures are not implemented and issues are not rectified to the complete satisfaction of H&ME Deptt./ State Health Society, NHM, J&K, or an agency designated by them, then State Health Society, NHM, J&K shall have the right to take appropriate corrective actions including termination of the contract.

It is to be noted that the maximum deduction on account of SLA's at any point of time on accumulative basis and for any period shall not exceed 20% of OPEX bill. **In case the deduction exceeds 20%, State Health Society, NHM, J&K reserves the right to terminate the project.**

These SLA(s) shall be reviewed periodically by the H&ME Deptt./ State Health Society, NHM, J&K in mutual consultation with the approved Service Provider and other Agency(ies) and accordingly, suitable modifications may be made in these SLA(s). All such modifications shall be agreed in writing.

**SLA Metrics**

Deduction(s) shall be made only for reason(s) attributable to performance of approved Service Provider. Any risks/ issues foreseen by approved Service Provider shall be brought to the notice of H&ME Deptt./ State Health Society, NHM, J&K immediately. However, in case of any falter in one or more of the SLA(s), resulting in lower performance or breach, then deduction(s) from monthly OPEX payment(s) will be calculated as follows:

- a. For baseline performance by approved Service Provider, no deduction(s) shall be made from monthly amount(s) payable.
- b. For lower performance and breach, deduction(s) in percentages shall be made from monthly amount payable.

The aforementioned SLA parameter(s) shall be measured on monthly basis (average) as per the individual SLA parameter requirement(s).

Following table highlights the definition of “Baseline” and “Lower” category(ies) of SLA(s) above:

1	The application developed and deployed by the approved Service Provider shall be used for monitoring issue resolution timelines and approved Service Provider shall be responsible for building such functionality into the software solution deployed for Call Centre
2	Scheduled maintenance time will be excluded from the computation
3	Scheduled maintenance time shall not exceed 4 hours in a calendar month
4	Planned Maintenance shall be scheduled between 10 pm and 2 am IST on the intervening night of 02 <sup>nd</sup> Saturday and Sundays
5	Scheduled maintenance period(s) shall be planned and published for six months at a time and in the event of any changes to this plan, same shall be notified at least 3 days in advance of the Schedule.
6	For User management, activities shall be carried out only after the approval from the Designated Authority, in writing or through online communication mechanism viz. official e-mail, etc.

### Expected Service Level Parameters

The table below lists minimum expected service levels for 'Integrated 104 - Centralized Call Center cum Health Helpline'. These must be achieved within 3 months of launch of 'Integrated 104 - Centralized Call Center cum Health Helpline'.

S. No.	Average Call Handling Time (ACHT)	Expected (20 pts.)	Manageable (10 pts.)	Breach (0 pts.)
1	ACHT of 15 Sec. for Non-productive calls	90% of calls	80-90% of calls	<80% of calls
2	ACHT of 2-3 Min. for Health Advice Calls	85% of calls	75-85% of calls	75% of calls
3	ACHT of 3-5 Min. for M.O. Calls	85% of calls	75-85% of calls	<75% of calls
4	ACHT of 5-12 Min. for Counselling Calls	80% of calls	70-80% of calls	<70% of calls
5	ACHT of 5-10 Min. for Grievance Calls	80% of calls	70-80% of calls	<70% of calls
6	Daily reports sent to Designated Officers/ Officials within 24 Hours	<24 hours	24-36 hours	>36 hours

Calculation of points: In a given month the service provider shall score points between Zero to One Hundred and Twenty. The points shall be calculated based on the level of performance under each of the 6 indicators listed above. For the purpose explanation an indicative performance of a given month and basis for calculation of score are provided below.

### Performance of Call Centre in the Billing Month & Score calculation

S. No.	Average Call Handling Time (ACHT)	Performance level	Score achieved
1	ACHT of 15 Sec. for Non-productive calls	90% of calls	20
2	ACHT of 2-3 Min. for Health Advice Calls	<75% of calls	0
3	ACHT of 3-5 Min. for M.O. Calls	75-85% of calls	10
4	ACHT of 5-12 Min. for Counselling Calls	75-85% of calls	10
5	ACHT of 5-10 Min. for Grievance Calls	80% of calls	20
6	Daily reports sent to Designated Officers/ Officials within 24 Hours	<24 hours	20
<b>Score achieved</b>			<b>80</b>

Along with the invoice, the Service provider has to submit self-assessment and score calculation as per the matrices defined above. The Office of MD, NHM, J&K will have its own assessment of the performance and finalize the score of the billing month. In case the score for two consecutive months is less than 90 points, a penalty of 5% on the payable amount will be

imposed while making the payment of the OPEX bill. If the score does not improve in the next two months, H&ME Deptt./ State Health Society, NHM, J&K at its discretion, may decide to terminate the contract with approved Service Provider or impose higher penalties of up to 15% of the due amount for the defaulting month on the OPEX bill.

### **System Availability (Uptime for In-Bound & Out-Bound Calling facilities)**

<b>Objective</b>	To ensure that the period in which No Customer could have been Serviced is Not More than 1% of the Total Period.	
<b>Measured As</b>	Total Down Time Minutes/ Total Minutes in a month.	
<b>Data Capture</b>	System availability should be captured by IT Systems at Call Centre. Period of Non-Availability should be clearly split by Causes i.e., Power Failure, Network Downtime, Telecom Link Failure, Manpower Failure, Hardware Downtime, natural calamity, etc.,	
<b>Measurement Interval</b>	Daily	
<b>Reporting Period</b>	Monthly	
<b>Service Level</b>		
<b>S. No.</b>	<b>System Availability Value for Month</b>	<b>Penalty</b>
1.	>=99%	Nil
2.	>=95% but < 99%	5% of Monthly billed amount of OPEX cost
3.	< 95%	15% of Monthly billed amount of OPEX cost

### **Call Queue Waiting Time, also known as Average Call Response Time (ACRT) or Average Speed of Answer (ASA)**

<b>Objective</b>	To ensure that more than 90% of In-Bound calls requesting to speak with an Executive are attended to within 5 to 10 seconds	
<b>Measured As</b>	Waiting Time in Automatic Call Distributor (ACD) Queue after Pressing prescribed Digit to Talk to an Executive, but before being answered by the Executive	
<b>Data Capture</b>	This will be captured from the time the customer has keyed the relevant number in the IVR option menu, for speaking to an Executive.	
<b>Measurement Interval</b>	Daily	
<b>Reporting Period</b>	Monthly	
<b>Service Level</b>		
<b>S. No.</b>	<b>Percentage of Calls Attended</b>	<b>Penalty</b>
1.	>= 95% of calls attended within 5 to 10 Seconds	Nil
2.	>= 90 but < 95% calls attended within 5 to 10 Seconds	2% of Monthly billed amount
3.	< 90% calls attended within 5 to 10 Seconds	5% of Monthly billed amount

### Abandoned Call Rate (ACR) on ACD

<b>Objective</b>	To ensure that not more than 2% of In-bound calls requesting to speak to an Executive, abandoned by the Caller(s) in queue before being Answered/ Dropped/ Disconnected	
<b>Measured As</b>	Number of Calls Abandoned on ACD/ Total Number of Calls that Reached on ACD	
<b>Data Capture</b>	The number of calls requesting to speak to Executives and the number of calls which are answered by the Executives, both, would need to be captured	
<b>Measurement Interval</b>	Daily	
<b>Reporting Period</b>	Monthly	
<b>Service Level</b>		
<b>S. No.</b>	<b>Percentage of Calls Un-attended</b>	<b>Penalty</b>
1.	< 2%	Nil
2.	Between 2%-5%	3% of Monthly billed amount
3.	Between 5%-10%	5% of Monthly billed amount
4.	>10%	10% of Monthly billed amount

### Abandoned Call Rate (ACR) on Inter-Active Voice Response System (IVR)

<b>Objective</b>	To ensure that not more than 2% of calls on IVR get abandoned without execution of a single function. This SLA will also help to ensure that menus/content on IVR are appropriately designed so that it does not take too long for the customers to be self-serviced through IVR	
<b>Measured As</b>	Number of Calls which were Abandoned on IVR Without Execution of a Single Function/ Total Number of Calls which Reached IVR	
<b>Data Capture</b>	The number of calls that reached IVR and the number of calls which were abandoned on IVR without execution of a single function, both, would need to be captured	
<b>Measurement Interval</b>	Daily	
<b>Reporting Period</b>	Monthly	
<b>Service Level</b>		
<b>S. No.</b>	<b>Percentage of Calls Un-attended</b>	<b>Penalty</b>
1.	< 2%	Nil
2.	Between 2%-5%	3% of Monthly billed amount
3.	Between 5%-10%	5% of Monthly billed amount
4.	>10%	10% of Monthly billed amount



## Call Quality Score

<b>Objective</b>	To measure the quality of calls being handled by the Executives and ensure that certain standards are adhered to during the calls with respect to quality of information provided, diction, language, politeness etc.	
<b>Measured As</b>	This is measured by Scoring a Random Sample of Calls on Pre-defined Parameters	
<b>Data Capture</b>	Call Centre needs to have Call Logging facility to Record all the Calls that have been handled by the Executive(s). A random sample of these calls will then be graded by H&ME Deptt., J&K/ State Health Society, NHM, J&K Call Quality Audit Team against Pre-Decided Parameters.	
<b>Measurement Interval</b>	Daily	
<b>Reporting Period</b>	Monthly	
<b>Service Level</b>		
<b>S. No.</b>	<b>Percentage of Calls Attended</b>	<b>Penalty</b>
1.	>= 99%	Nil
2.	< 90% and >=95%	5% of Monthly billed amount
3.	< 95%	10% of Monthly billed amount

## Other SLA(s):

<b>Indicator(s)</b>	<b>Performance Benchmark</b>	<b>Penalty(ies)</b>
Complete (100%) follow-up calls with mothers for completion of vaccination, medical check-up etc.	Make sure that 100% mothers/parents should be called and reminded regarding following services	Failure to comply the requirement will be treated as non-performance and it will affect KPIs and renewal of contract
Data validation	Attend all the data validation requirement assigned by NHM	
Hardware & Software	All the Call Centre Agents/ Staff shall have necessary Hardware and Software	Failure to comply with the same will be treated as Non-Performance and suitable penalty, maximum upto 5% of the Hardware Cost per Seat, may be imposed
All the Hardware shall be of latest specification(s), with appropriate warranty, to withstand the Contract Period	All Hardware shall be strictly as per the detailed specifications uploaded in the Technical bid	In case of any failure/ downward deviation of specifications, suitable penalty, maximum upto 25% of the Hardware Cost, may be imposed, besides other necessary action, as deemed appropriate after suitable enquiry into the matter

<b>Indicator(s)</b>	<b>Performance Benchmark</b>	<b>Penalty(ies)</b>
Maintenance of Hardware during the Contract Period	In the event of any equipment/system failure, approved Service Provider shall have to make alternative arrangements(s), at its own cost, and ensure that there shall be no impediment in Call-Centre operations	In case of any failure, suitable penalty, equivalent to daily operational cost of Call-Centre, may be imposed for each hour of the downtime.
Software upgradations during the Contract Period	Service Provider has to ensure regular upgradations of all the Software(s), indigenous as well as 3 <sup>rd</sup> Party, likely to be used in the Call Centre Operations	In case of any failure, suitable penalty, maximum upto 10% of the Monthly Operational Cost, may be imposed, besides other necessary action, as deemed appropriate after suitable enquiry into the matter
Confidentiality of Data during the Contract Period, and thereafter, by the approved Service Provider and its Staff	In view of the sensitivity of the information, approved Service Provider shall have to ensure full confidentiality of all the data coming into its consideration during the operations of the Call Centre and shall ensure that under no circumstances either the approved Service Provider, or its staff, shall divulge/ reveal/ share any of the data with anyone except for the purposes envisaged in the documents for intended call-centre operations	In case of any failure either on part of the approved Service Provider, or its staff, MD, NHM, J&K, in addition to the action envisaged under the Information Technology Act, 2000, may reserve the exclusive rights to impose Liquidated Damages upto Rs.50.00 Lakhs and initiate necessary action to Blacklist the approved Service Provider
Provision of Copy of the Software including Source Code and data available with the service provider	At the end of the contract period, approved Service Provider has to provide the updated software copy, including source code of the application shall be provided to SHS, J&K. The IPR of Original portion of the application will be owned by the bidder, whereas the customized portion will be owned by SHS, J&K and the approved Service Provider has to provide a non-exclusive right to use and modify the pre-owned original portion of the source code being deployed by the service provider. In case the service provider choose to deploy off	Failure to submit Source Code of the application and data will lead to forfeiture of Performance Security provided by the approved Service Provider, besides withholding any payment(s) due in favour of the approved Service Provider. It is reiterated that in case, off-the-shelf software is deployed, no need to provide the source code, but the approved Service Provider will transfer the knowledge and ensure smooth transition of operations to NHM or a 03 <sup>rd</sup> Party Service Provider identified for this purpose.

Indicator(s)	Performance Benchmark	Penalty(ies)
	the shelf software, no source code need to be provided.	In case of any failure to provide the Source Code, or any other assistance required in transition, at subsequent stages, NHM, J&K may also consider black-listing of approved Service Provider.
The agency is required to deploy an Application Programming Interface (APIs) for data porting and inter-operability of data between the Call Center application and GoI MIS applications. On a regular basis data should be transferred to various RCH and other MIS portals prescribed by the MoHFW, GoI on a regular basis adhering to the reporting timelines prescribed by NHM	Ensure portability of data on monthly basis with the stipulated reporting dates provided by NHM	Delay in reporting/ data transfer shall be viewed seriously. Habitual delay in transfer of data porting might attract penalty of Rs. 50,000/- per month for delayed reporting and data porting.
Any other matter(s) associated with the Project	Approved Service Provider shall have to act as 'Trusted Partner' of the Govt. maintaining highest level of integrity and performance standards through the Contract Period, as extended from time to time	In case of receipt of any complaint, and after enquiry to be conducted by the Committee constituted by the MD, NHM, J&K in this behalf, it is found that the alleged act of approved Service Provider, or its staff, is detrimental to the interests of NHM/ Health Deptt., J&K, MD, NHM reserves the unconditional right to initiate necessary action against the approved Service Provider, including imposition of penalty, forfeiture of Performance Security, Blacklisting, etc., as deemed appropriate, after according reasonable opportunity of being heard to the approved Service Provider.

### Key Performance Indicator (KPI) Parameters

Similar to SLAs defined above, there are other critical performance parameters that shall be tracked on a regular basis to evaluate Call Centre's performance. The H&ME Deptt./ State Health Society, NHM, J&K reserves the right to include any of these KPI(s) as part of SLA(s) from a future date in consultation with approved Service Provider.

Unlike SLA(s), these KPI(s) shall not be linked to commercial penalties, but the approved Service Providers are expected to maintain and ensure that its performance on these parameters is acceptable. In the Monthly Review Meeting(s), the H&ME Deptt./ State Health Society, NHM, J&K and the approved Service Provider shall jointly take decisions regarding acceptable performance required on different KPI(s).

### IVRS Efficiency (% of Calls Disposed Off Successfully at IVR)

<b>Objective</b>	To measure % of Calls that are Successfully Disposed Off by IVR System. This is to Track if appropriate Capacity of IVR Ports and Quality of Content is in place to achieve Minimum Successful Disposal Rate at IVR.
<b>Measured As</b>	Number of Calls Satisfactorily Disposed Off at IVR/ Total Number of Calls Reaching IVR. Calls considered Disposed Off at IVR are the Calls that are ended at a Defined Level in IVR Menu and which don't request for talking to the Executive.
<b>Data Capture</b>	Number of Calls Satisfactorily Disposed Off at IVR and the Total Number of Calls Reaching IVR, both, would need to be Captured
<b>Measurement Interval</b>	Daily
<b>Reporting Period</b>	Monthly
<b>Desired Level</b>	>33%

### Average Time Taken for a Customer to be Disposed Off at IVR

<b>Objective</b>	It is a measure to ensure that IVR Menus/ Content is appropriately Designed so that it does Not take too long for the Customers to be Self-Serviced through IVR
<b>Measured As</b>	Time it takes for the Customers to be Successfully Serviced by IVR on Calls where Customer doesn't ask for an Executive.
<b>Data Capture</b>	This is measured from the time Customer reaches IVR to the Time Customer is Successfully Disposed Off from IVR. Only for those Calls in which the Customer chooses to be Serviced from IVR itself by Keying in the required Menu Option and does Not Request to Speak with an Executive.
<b>Measurement Interval</b>	Daily
<b>Reporting Period</b>	Monthly
<b>Desired Level</b>	> 99% Calls to be Disposed Off within 60 Seconds

## Call handling Efficiency of Executives Managing Outbound calls

<b>Objective</b>	To measure the Efficiency of Executives in making Outbound Calls
<b>Definition</b>	This KPI measures the Efficiency of Operators in making Outbound Calls in Terms of Average Number of Calls made by an Executive per Day and the Talk Time Taken to Complete Calls
<b>Measurement Interval</b>	Daily
<b>Reporting Period</b>	Monthly
<b>Desired Level</b>	>180 Calls per Executive/ Day

**In any given month, Total Penalty/ Damages Imposed shall Not be More than 20 % of the Billing Month's OPEX Bill raised by the Service Provider.**

### 5. **Augmentation/ Expansion of Call Centre Capacity:**

- a) In case of any extension in capacity of call-centre from 30 seats to 60 seats, approved Service provider will make every effort to arrange the same within the existing location. However, in case creation of additional capacity at Nagrota premises is not feasible, due to any reasons whatsoever, approved Service Provider may be allowed to hire suitable space in the vicinity of existing location, after due rent assessment of the same by the Govt. Agency(ies).
- b) Likewise, cost of refurbishment of the same will be assessed in light of the rates finalized for the instant NIT and mutual discussion between various stakeholders. Unit rates indicated in the bids shall be basis for working out the cost of upgradation/ expansion.
- c) If required, approved Service Provider may be asked to follow proper procurement process and collect the quotations and seek approval for the total cost required to create proposed additional seats, before starting the work on the expansion.
- d) In case of any failure to arrive at logical conclusion regarding extension of the capacity of call-centre beyond 30 seats, due to any reasons, inter-alia non-availability of suitable space in the vicinity of existing centre, reasonability of cost of refurbishment, etc., NHM/ Health Deptt., J&K, may at its discretion, but not under the obligation to do so, either continue with the existing set up, or terminate the contract after giving suitable opportunity of being heard to the approved Service Provider and initiate appropriate action, including calling for a fresh bids/ NIT.
- e) In case, State Health Society, NHM, J&K, after recording reasons in writing and obtaining approval from the Competent Authority, decides to terminate the Contract before completion of intended period, approved Service Provider will be allowed suitable time to wind up its operation and handover all the equipment, data, etc. to the State Health Society, NHM/ Health Deptt., J&K.
- f) Any pre-mature termination of Contract shall not entitle approved Service Provider any compensation in any form, except legitimate payments due in its favour and the same will be released after settlement of all the pending dues/ claims to/ from approved Service Provider.

### 6. **Roles & Responsibilities:** Detailed roles & responsibilities of various stakeholders are listed below:

#### **I. Collective Responsibility of all Stake Holders:**

1. Providing all support to other stakeholders as and when requested and required;
2. Taking the lead in resolving any project issues;
3. Active participation in all the phases of the project by dedicating time & resources;

4. Duly considering the project requirements before making any changes in the internal operations with respect to processes, services, technology, legal & human resource areas;
5. Strict adherence to the timelines and service level agreements.

**II. Role & Responsibility of Approved Service Provider:** All activities as mentioned in this section including procurement, development, management, support, maintenance etc. would be the responsibility of approved Service Provider who shall have the complete responsibility to design, establish and operate complete setup of comprehensive call center. Approved Service Provider shall have complete responsibility of operationalization, maintenance and support of all components of call center including, but not limited to the following activity(ies):

- 1) Approved Service Provider shall procure, install, operate and maintain the complete infrastructure (IT, Non IT and others) required for call center for complete duration of project on turnkey basis inter-alia including provision of suitable telephone lines, accessible across India via multiple telephony networks on a Single Toll Free Access No. In case of PRI lines, approved Service Provider will have to map such Toll-Free Nos. to PRI lines;
- 2) Approved Service Provider shall obtain the license of call center operation;
- 3) Approved Service Provider shall manage overall project as a single point of contact;
- 4) Approved Service Provider shall undertake full responsibility of any kind of software development or customization required for successful implementation and execution of project;
- 5) Approved Service Provider will have to develop its own software for management of call center and record keeping;
- 6) Approved Service Provider shall integrate the proposed call center application with RCH, RBSK, SNCU, DVDMS and other portals maintained by the MoH&FW, Govt. of India/ other Govt. Agency(ies);
- 7) Creation of detailed Knowledge Bank for management of project including its regular updation and validation from Health Deptt./ NHM, J&K, etc. will be the responsibility of approved Service Provider. It will also be responsible for identifying the knowledge gaps for domain specific areas and will collaborate with the domain experts, from Health Deptt./ NHM, J&K, to develop appropriate content;
- 8) Approved Service Provider shall prepare and monitor the project plan, periodic status reports on availability of call center executive(s), call center application, training Guidelines & modules, prepare and submit risk and mitigation strategies, review meetings etc.;
- 9) **Provide detailed hardware specifications alongwith the bid and ensure that there shall be no deviation in the equipment offered and actually installed:**
- 10) Manpower will be managed by the approved Service Provider and they will be under the payroll of approved Service Provider. Health Deptt./ NHM, J&K will not be liable for any kind of manpower related issues;
- 11) Continual revision in the formats and data to be incorporated by the approved Service Provider in weekly/ fortnightly/ monthly/ quarterly/ yearly reports to be submitted with regards to call center operations & SLAs;
- 12) Approved Service Provider shall prepare guidelines and details of the changes if any that are required in the applications, SLAs, reporting formats, in consultation with the Nodal Officer(s) from NHM/ Health Deptt., J&K;
- 13) Complete responsibility to commission, operate, update and maintain Non-IT components including access control system, CCTV cameras, power etc. vest with the approved Service Provider;

- 14) Any other IT and Non-IT components that would be required for smooth operation of project should be procured, commissioned, operated, update and maintained by the approved Service Provider during the entire project period;
- 15) Approved Service Provider shall establish and maintain the specified SLAs. Approved Service Provider should provide all the system generated reports required to monitor the SLAs for the project through web-based solution;
- 16) Approved Service Provider shall undertake regular maintenance and up-gradation of system to ensure its optimum utilization and performance;
- 17) Approved Service Provider shall have the responsibility to maintain discipline of office environment and safety of helpdesk and staff deployed at call center;
- 18) Commissioning, installation & maintenance of phone lines is the responsibility of approved Service Provider;
- 19) Approved Service Provider shall provide maintenance, update and support all components (including IT and Non-IT);
- 20) Approved Service Provider shall have the complete responsibility of data security and privacy for the project;
- 21) Approved Service Provider would ensure that all laws, rules and guidelines governing the operation of call Centres like safety of employees etc. should be strictly adhered to;
- 22) Approved Service Provider would ensure that all laws, acts, rules and guidelines governing the applications and the security guidelines of the Ministry of Communications & Information Technology are adhered to;
- 23) Approved Service Provider shall hand over the call-center site alongwith all the equipment built for the project, in working condition, to the Health & Medical Education Deptt./ NHM, J&K, after successful completion of the Contract period, or on termination of the Contract before the stipulated period, as the case may be;
- 24) There should be provision of sending SMS/ audio messages to beneficiaries;
- 25) To provide direct access of the customized application to Mission Director, NHM, J&K, or his representative(s), and other authorized Officer(s) of Health & Medical Education Deptt., J&K for generation of report(s);
- 26) Detailed Daily/ Monthly report(s) generated from customized software should be made available to Health Deptt./ NHM/ Other Stakeholder(s) through web-based solution;
- 27) Findings of call(s) should be captured in customized application and it should be shared with the Health Deptt./ NHM on weekly basis so that corrective measures can be taken based on the findings;
- 28) Option for report generation with different types of findings should be available in customized application so that same can be sent to different Divisions/ Districts for corrective measures;
- 29) All voice calls to be recorded. Voice storage should be of minimum three months in the online application and provision of backup of archive data for contract period in removable storage. Size of storage should be mentioned clearly. Backup of the database to be submitted to Health Deptt./ NHM, J&K on monthly basis;
- 30) **Staff Retention Program:** Approved Service Provider will put in place systems to ensure that resources are not changed frequently for internal reasons. Suitable motivational efforts and incentives may be provided to the staff so that attrition rate is kept at minimum level. If attrition rate rises to above 7%, Health Deptt./ NHM can suggest policies which will need to be implemented by approved Service Provider to reduce attrition;
- 31) Approved Service Provider should have internal call escalation mechanism to record and respond to all calls received at Helpline. Approved Service Provider should maintain 100% record and same report should be shared with the Department on daily basis;

- 32) Approved Service Provider shall develop, conduct and maintain comprehensive and continuous training programme for its staff associated with the project, before start of Call-Centre operations, so as to impart them with adequate knowledge and information regarding local & Departmental policies, procedures regarding existing and new services, confidentiality policies & protocols, etc. These training(s) may include training on Call-Centre solution(s), Soft-skill training for handling call(s) in appropriate manner, domain specific knowledge training(s), etc. Refresher training courses may also have to be conducted on periodic basis;
- 33) Approved Service Provider shall have to ensure that the manpower deployed at Call Centre shall be courteous and well versed with the subject matter so as to avoid dissemination of any wrong/ false/ misleading information/ advice/ counselling with respect to healthcare services/ Programmes/ Schemes;
- 34) Approved Service Provider shall indemnify the Health Deptt./ NHM, J&K in respect of any costs or damages or any claims made by 3<sup>rd</sup> Party(ies), howsoever arising out of or related to breach of warranty or representation, contract/ work order or Statutory duty, or tortious acts or omission by it or its personnel;
- 35) Approved Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security, best practices, processes & technology to prevent and breach of security and resulting liability therefrom;
- 36) Approved Service Provider shall keep accurate and systematic accounts, files and all other records inter-alia including the basis upon which calculation of invoice(s) have been calculated and shall maintain the same intact throughout the Contract Period. Upon written request from Health Deptt./ NHM, J&K, approved Service Provider shall provide relevant record(s) to the authorized personnel and co-operate with respect to the enquiry(ies) about such record(s).

### **III. Role & Responsibility of Health Department/ Directorate of Health Services, Jammu/ Kashmir:**

1. To allow usage of existing space in the premises of Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K) for implementation of the Project during the contract period, or unless terminated, whichever is earlier;
2. To appoint Nodal Officer(s) in Jammu and Kashmir Division(s) to ensure regular review for smooth implementation of the Project;
3. Constitution of appropriate Committee, comprising of Officers from Health Deptt. & NHM, which will meet every quarter to review the functioning of Call Center;
4. Provide its own Toll-Free Long Codes, or other Nos., as the case may be, for both the Division(s), based on its requirement;
5. Ensuring participation of different stakeholders of the project in responsive manner.

### **IV. Role & Responsibility of National Health Mission, J&K:**

1. To allow usage of existing space in the premises of Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K) for implementation of the Project during the contract period, or unless terminated, whichever is earlier;
2. Signing Memorandum of Understanding (MoU)/ Agreement with the approved Service Provider for creating legal framework;
3. To appoint Nodal Officer for regular monitoring of Project in co-ordination with the Health Deptt., J&K and the approved Service Provider;
4. The Nodal Officer shall ensure regular and timely uploading of data on various web-based portals of the MoH&FW, Govt. of India/ other Govt. Agency(ies), including RCH, RBSK,



SNCU, PFMS, etc., from which data shall be provided to the approved Service Provider after seeking approval from the Mission Director, NHM, J&K;

5. To ensure provision of RCH and other data required for execution of the Project in co-ordination with the MoH&FW, Govt. of India/ Health Deptt., J&K;
  6. Ensure regular and appropriate IEC activities including advertisement and awareness of the initiative to ensure optimal utilization of Call-Centre by/ for the targeted beneficiary(ies);
  7. To act as financing window for the Project, subject to annual approval(s) by the Ministry of Health & Family Welfare, Govt. of India, and accordingly ensure timely payment in favour of approved Service Provider after receipt of quarterly invoice(s), alongwith substantiating record(s), duly verified by the concerned Nodal Officer(s) of Jammu/ Kashmir Division(s); and
  8. Owning of IRPs of Call Center application developed by approved Service Provider, system software procured for establishment of Call Center;
2. **Eligibility Criteria:** Prior to submission of bids, bidder shall ensure the following(s) –
- a. Bidder shall be registered as a Legal Entity, such as Company/ Society/ Trust registered under the Companies Act, the Societies Registration Act, the Trust Act respectively, or a Limited Liability Partnership (LLP), or an entity established under any law applicable in the Country. In addition, Group of Companies (maximum – 3), coming together as Consortium to implement the Project, can also bid. Lead Member should have 51% stake in the consortium and must also have all legal liabilities;
  - b. Any Individual, or Group of Individuals, is not eligible for bidding purposes;
  - c. No bidder can place more than one bid in any form, i.e., any individual bidding entity cannot at the same time be member of any consortium submitting bid for the similar project. Likewise, a member of a particular bidder consortium cannot be a member of any other bidder consortium submitting bid for the similar project;
  - d. Bidder shall have minimum **annual average turnover of Rs.10.00 Crore (Rupees Ten Crore only), from similar service(s), during last three financial years** duly supported by audited financial statement(s) and certificate issued by the Chartered Accountant;
  - e. Bidder shall have **minimum three (3) years of experience in BPO/ Call Center Industry**. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per proforma in annexure ‘G’ Users’ certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts./ Semi Govt. Depts. Should be specifically brought out. Decision of the State Health Society, NHM, J&K as to whether the assignment is similar or not and whether the bidder(s) possess adequate experience or not, shall be final and binding on the bidders;
  - f. Bidder shall have successfully implemented at least one similar Call Center Project;
  - g. Key Management Personnel of bidder should have minimum five (5) year(s) of experience in BPO/ Call Center industry and they should be associated with the bidder for not less than three (3) year(s);
  - h. Bidder should have minimum 100 Call Center Executive(s), on its roll, working across Call Centres/ BPOs across India;
  - i. Bidder should not have been blacklisted by any Govt./ Private Institution of the Country and there is no vigilance/ any other Investigating Agency, case pending against the bidding entity/ its Directors/ Members.

3. **Bid Preparation and Submission:** 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 of Rs.15,000/- (Rupees Fifteen Thousand only);
2. Scanned copy of EMD amounting to Rs.5,00,000/- (Rupees Five Lakhs only);

**CDR/ FDR Format:**

*Received from M/s ..... (Name of the bidder) pledged to the FA & CAO, NHM, J&K.*

3. Scanned Copy of affidavit, on Non-Judicial Stamp Paper of Rs.100/-, duly attested by **1<sup>st</sup> Class Magistrate** stating that: -
  - a. The bidding entity has not been de-recognized/ blacklisted by any Govt./ Private Institution of the Country and there is no vigilance/ any other Investigating Agency, case pending against the bidding entity/ its Directors/ Members.
  - b. If anything found wrong at any stage, bidding entity, and its authorized representative, shall be responsible and deem to any legal action against it.
4. Details of bidder(s), as per annexure 'A';
5. Undertaking, as per annexure 'B';
6. Key Features of the Proposed Call-Center Solution to be deployed, as per annexure 'C';
7. Technical Specification of the proposed Call-Centre Hardware/ Equipment, **including the BOQ without commercials**, as per annexure 'D';
8. Provide the work-plan for Operationalizing the Call Centre, as per annexure 'E';
9. Statement showing fulfillment of eligibility criteria, as per annexure 'F';
10. Scanned copies of following documents, in-force at the time of uploading of bids, duly self-attested by the authorized signatory, alongwith seal:
  - a. Certificate of Registration/ Incorporation;
  - b. PAN Card of bidding entity viz., Company/ Society/ Trust, etc. and its Authorized Signatory;
  - c. GST Registration certificate;
  - d. Latest GST Return 3B, i.e., for the month of January, 2020;
  - e. Statement regarding assignments of similar nature successfully completed during last three (3) years, as per annexure 'G'. Users' certificates regarding satisfactory completion of assignments should also have to be uploaded alongwith the same, specifically mentioning the assignments of Govt./ Semi Govt. Deptts.;
  - f. Detail(s) of Call Center(s)/ BPO(s) implemented alongwith detail(s) of Call Center Executive(s), on-roll and off-roll. Certificate issued by the auditors of bidding entity in this regard shall have to be uploaded;
  - g. Details of Key Management Personnel working for the bidding entity alongwith their CVs have to be uploaded;
  - h. Audited annual reports, including all financial statements, for the financial year(s) – 2016-17, 2017-18 and 2018-19;
  - i. ITR(s) of last three financial year(s) viz., 2016-17 (A.Y. – 2017-18), 2017-18 (A.Y. – 2018-19) and 2018-19 (A.Y. – 2019-20);
  - j. Average annual turnover certificate, issued by the Chartered Accountant, with average annual turnover of last three financial years, from similar service(s), not less than Rs.10.00 Crore;
  - k. Board Resolution from the bidder/ members for submission of proposal, and if successful, to participate and undertake the project;
  - l. Tender document, alongwith Corrigendum & Addendum, if issued, duly signed & stamped

**In case of a consortium, documents of lead partner should be submitted** alongwith a binding **Memorandum of Understanding (MoU)** entered between all the

members for purpose and expressly stating that in case of consortium being declared as successful bidder, the members undertake to keep the Consortium alive till the completion of the Contract.

**B. Cover 2<sup>nd</sup> – Financial Cover:**

- Bidder(s) should quote blended operational cost for establishing, running and maintaining 30-Seater Call Center, scalable to 60 seats, including data management & security costs, administrative and other expenses, in the BoQ, categorized into following(s):

S. No.	Particulars	Accounting Unit	Quantity (in Nos. of Units)	Rate per Unit (in Rs.)	GST (in Rs.)	Total Amount (in Rs.)
<b>A.)</b>	<b>Capex Cost for Establishment of Call-Centre 30-Seater Call-Centre, scalable upto 60 Seats</b>					
1.	Refurbishment Cost of Existing Premises at Nagrota, Jammu	Details, without Financial Implications, be mentioned in the Technical Bid		Price to be Quoted in BoQ		
2.	Procurement of IT Equipment	Detailed List of all the Equipment, with Make & Model, be given in the Technical Bid		Price to be Quoted in BoQ		
3.	Procurement of Non-IT Equipment	Detailed List of all the Equipment, with Make & Model, be given in the Technical Bid		Price to be Quoted in BoQ		
4.	Development of IT Solution, customizable as per the requirement of NHM/ Health Deptt., J&K	Details to be given in the Technical Bid		Price to be Quoted in BoQ		
5.	Cost of Development, Management & Integration of APIs for seamless Data Transfer between Call Centre Software and MIS Portals of the MoH&FW, Govt. of India	Details to be given in the Technical Bid		Price to be Quoted in BoQ		
<b>Total – Capex Cost (A)</b>						
<b>B.)</b>	<b>Opex Cost for Running &amp; Maintenance of Call-Centre 30-Seater Call-Centre, scalable upto 60 Seats</b>					
1.	Monthly Charges per Medical Officer	Per Person	1	Price to be Quoted in BoQ		
2.	Monthly Charges per Counsellor	Per Person	1	Price to be Quoted in BoQ		
3.	Monthly Charges for Call Centre Manager	Per Person	1	Price to be Quoted in BoQ		

S. No.	Particulars	Accounting Unit	Quantity (in Nos. of Units)	Rate per Unit (in Rs.)	GST (in Rs.)	Total Amount (in Rs.)
4.	Monthly Charges for each Call Centre Supervisor	Per Person	1	Price to be Quoted in BoQ		
5.	Technical/ IT Support	Per Person	1	Price to be Quoted in BoQ		
6.	Monthly Charges per Call Centre Executive/ Health Advisor	Per Person	1	Price to be Quoted in BoQ		
7.	Monthly Operational/ Running & Maintenance Expenses, including cost of Support Staff, if any, Training/ Refresher Training, etc.	Per Month	1	Price to be Quoted in BoQ		
<b>Total – Opex Cost (B)</b>						
<b>Grand Total – Project Cost [A + B]</b>						

2. Above-mentioned BoQ is indicative with 3 Nos. of Call-Centre Resource Person(s) and 30 seats, mix of category(ies), scalable upto 60 seats, as stipulated under Pt. (D) of (2) – Scope of Work;
3. Health Deptt./ NHM, J&K, subsequently at later stage(s) but during the currency of Contract Period, at its discretion may consider for Increase in No. of seats from 30 to 60 and the approved Service Provider will have to increase respective category(ies) of seats, alongwith corresponding infrastructure, accordingly;
4. Category(ies) of seats to be increased in later stage(s) will be the sole discretion of Health Deptt./ NHM, J&K and the same may be in the form of one category, or a mix of category(ies), between S. No. (1), (2) & (6) under Pt. (B) of Table at S. No. (1.) above. Accordingly, approved Service Provider will have to increase the No. of seats, alongwith corresponding infrastructure;
5. Cost attributed to corresponding infrastructure with respect to increased No. of Seat(s), if any, will be based upon the ‘Average Cost’ arrived at as a result of this NIT, and may be subject to any modification, Upward/ Downward, to be decided by the Committee;
6. Rates have to be quoted strictly for each of the item described in the BoQ. In case, intended bidder(s) fail to quote for any of the category(ies), it shall be presumed that intended bidder(s) are willing to provide such resource(s), alongwith corresponding infrastructure, without any additional charge(s) on Free of Cost basis;
7. Rates should be inclusive of GST/ other taxes and charges. In case, intended bidder(s) fail to mention any amount with respect to GST, it shall be presumed that amount of GST has been subsumed in the Basic Rate;
8. In case of any change or revision of GST, or its equivalent in any new tax structure, payment will be made as applicable. Documentary evidence(s) for payment of applicable tax(es) will have to be provided by the approved Service Provider;
9. Rates are to be quoted in Indian Rupee (INR) only.

### **C. Preparation and Submission of Bid(s):**

1. Bidders shall have to bid for all components taken together. Bids, which are only for one or more components but not all the components, shall not be accepted. In case of any item being quoted as 'Nil', or not quoted, it will be presumed that the approved Service Provider will be providing the said item(s) without any additional charge(s) on Free of Cost basis;
2. 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;
3. All the documents uploaded by the bidder should be valid at the time of uploading of bid, duly signed by authorized signatory alongwith date and seal of the bidding entity;
4. In view of long duration of the project, it will be the responsibility of successful bidder to get its documents renewed/ updated, wherever and whenever required. In case of any default in renewal/ updation of documents, State Health Society, NHM, J&K may withhold the payments due in favour of successful bidder and initiate appropriate necessary action;
5. Pages of the bid shall be clearly numbered, indexed and stamped with the office seal of bidder(s);
6. It will be the responsibility of bidder to mention any special offers clearly in the technical bid only; however, Technical Proposals with commercials/ financial information of proposal shall be considered non-responsive;
7. **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;**
8. 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;
9. Bidder(s) shall provide all the information sought under this SBD. Tendering Committee will evaluate only those bids that are received in required formats and complete in all respects. Incomplete and/ or conditional bids may be liable for rejection outrightly.

### **D. Clarifications and Pre-Bid Meeting:**

- a. To address the queries/ concerns of intended bidders, **Pre-bid Meeting** has been scheduled in the office of State Health Society, NHM, J&K at Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu on **06<sup>th</sup> March 2021 at 1500 Hrs.** However, all the intended bidder(s) are advised to keep themselves updated with the date & time fixed for Pre-bid meeting, including any changes regarding the same;
- b. Any intended bidder(s) requiring any clarification regarding the content, terms & conditions, etc. mentioned in SBD, may submit its queries, and suggestions if any, on the e-mail ID: [mdnhmjk@gmail.com](mailto:mdnhmjk@gmail.com) till **04<sup>th</sup> March 2021 upto 1600 Hrs.**, so that these can be discussed and clarified during pre-bid meeting. **After the stipulated date & time, no query(ies)/ representation(s) of any sort shall be entertained;**
- c. Queries shall be clearly stated mentioning the content, terms & conditions/ clause No., alongwith relevant page No. of SBD, and the concern(s) of intended bidder(s), alongwith suggestion(s) if any;
- d. Intended bidders, including all other stakeholders, are free to raise queries/ concerns

relating to successful and effective implementation of project in J&K. However, queries should clearly spell the rationale behind required change(s)/ modification(s)/ updation(s)/ deletion(s) in SBD, and should not be merely a vague attempt to divert the Committee, or other intended bidders, from discussing genuine queries;

- e. Bidder(s)/ authorized representative(s) should point out to the Tender Inviting Authority regarding embitterment, if any, in writing by or before **04<sup>th</sup> March 2021 upto 1600 Hrs.** Thereafter, bidder(s)/ authorized representative(s) will have no legal right to confer or to represent on any ground. No representation shall be allowed, accepted and entertained after the pre-bid meeting;
- f. Tender Inviting Authority at its sole discretion may also hold further discussions with the intended bidder(s), or its authorized representatives, to finalize any other issue(s) related with the project. This would be common for all the intended bidder(s).

**E. Amendments/ Modifications in SBD and Extension of Last Date for Submission of Bid(s):**

- a. All the queries/ concerns of intended bidder(s), received by **04<sup>th</sup> March 2021 upto 1600 Hrs.**, will be examined by the Tendering Committee and necessary changes in bid conditions, if deemed appropriate by the Tendering Committee, may be made after approval from the Competent Authority;
- b. All Corrigendum/addendum, if any issued post pre-bid meeting, 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);
- c. All the intended bidder(s) are advised to submit bid(s) only after **10<sup>th</sup> March 2021**, as per the terms & conditions of original SBD read with the clarifications/ modifications/ amendments issued, if required to be issued. All these clarifications/ modifications/ amendments shall also be uploaded, after duly signed and stamped, with the bid document by the bidder;
- d. To allow reasonable time to intended bidder(s) for taking into consideration the clarifications/ modifications/ amendments issued post pre-bid meeting, and accordingly prepare its bid(s), the 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 addendum uniformly for all bidders. All such addendums will be published on the website(s) – [www.jktenders.gov.in](http://www.jktenders.gov.in) and [www.jknhm.com](http://www.jknhm.com);
- e. 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 websites.

**F. Bid Validity Period and Extension thereof:**

- a. Bid(s) submitted by bidder(s) shall remain valid for a period of **180 (One Hundred and Eighty) 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.

**G. 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 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.

**H. Acknowledgement by Bidder:** It shall be deemed that by submitting the 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.

**4. Earnest Money Deposit (EMD):**

- a) Bid(s) shall be accompanied with an Earnest Money Deposit of **Rs.5,00,000.00 (Rupees Five Lakhs only)**, without which bid(s) will not be considered as valid and will be rejected outrightly;
- b) EMD shall be in the form of CDR/ FDR, form 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. If there is any kind of dissolution between the members of Consortium, applicable for all members including lead member of Consortium, during the bid validity period;
  - v. 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 deposit the Performance Security Deposit within the prescribed time;
    - d. fails to provide the services as per the rate contract/ agreement within the time prescribed; or
    - e. violates any terms & conditions of the tender document/ agreement.
- g) EMD of unsuccessful bidder shall be refunded soon after finalization of bids, whereas it shall be retained in case of successful bidder and adjusted against Performance Security Deposit which is to be refunded to the successful bidder 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. EMD may, however, be taken into consideration in case tenders are re-invited for the similar work;
- i) No bidding entity is exempt, in any manner whatsoever, from submission of EMD. Bid(s) uploaded without EMD shall be outrightly rejected;
- j) In case the Tender Inviting Authority decides to terminate the bidding process, or abandon the Project at any stage, it will promptly release all the EMDs.

#### 5. **Opening of Technical Bids:**

- 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 **22<sup>nd</sup> March 2021 at 1100 Hrs;**

#### 6. **Evaluation of Bids:**

- a. Every endeavour shall be made to finalize the NIT on **Least Cost (L-1) basis**, taken all the Components together, amongst the **Technically Qualified Bidders**;
- b. Complete evaluation of bids shall comprises of following stages:
  - A. Stage – I - Preliminary Evaluation of Bids:** After opening of technical cover, preliminary evaluation of bids will be made, in light of the checklist of documents as per SBD, for acceptance/ rejection of bids. Bidders, who fail to upload all the requisite documents, will not be entertained and their bids shall be summarily rejected during preliminary evaluation and accordingly, such bidders are not considered any further;



- B. Stage – II – Technical Evaluation of Bids:** Technical evaluation of documents, uploaded by the bidders in response to NIT, shall be made by the existing Tendering Committee of State Health Society, NHM, J&K to ensure eligibility criteria of bidders including Turnover, Experience, etc. Bidders who upload valid, and currently active documents, will further qualify for Stage – III. Any document(s) which has been expired three (3) months prior to the date of publication of NIT/ uploading of SBD, whichever is earlier, and require renewal/ applied for till the last date of uploading of bids, shall not be entertained at all;
- C. Stage – III – Technical Demonstration of Solution:** It comprises of demonstration of solution, including alternative solution, if any, offered by the intended bidder(s) before the Tendering Committee and the representative(s) from Health Deptt., J&K and IT Deptt., J&K. Only those bidders, who successfully qualify Stage – II, will be accorded the opportunity to demonstrate their proposals. Every bidder, qualifying technical evaluation, shall be allowed 30 minutes for technical demonstration, in the form of power-point presentation, to be structured strictly in following four (4) heads, before the Tendering Committee:
- a) Profile of the bidding entity emphasizing financial capabilities and work experience;
  - b) Detail of Key Management and Technical Personnel associated with bidding entity. In case of Consortium, including both Lead Member as well as other members;
  - c) Detailed approach and methodology offered including plan to establish & operationalize the Call-Centre, Development of application, UAT sign-off, On-site training and handholding of resource persons, Go-Live of project, responsiveness of project plan w.r.t. timelines, operation & maintenance, IT solution, Reporting solution, approach towards SLA and other monitoring, methodology for ensuring deliverables, approach for maintaining security & confidentiality of data, Exit Management, etc.; and
  - d) Likely challenges foreseen by the bidder in implementation of Project in J&K, solution offered to overcome these challenges alongwith alternative mechanism available, if required to be deployed.
- D. Stage – IV – Financial Evaluation:** Financial bids of only those bidders will be opened who qualify in technical demonstration of solution as per Stage – III, and accordingly, the **Lowest Bidder (L-1)** will be issued the Letter of Intent (LoI). In the event of two or more bidders quoting the same rate(s), thereby resulting in a **tie** between such bidders, the Tender Inviting Authority shall identify the successful bidder by '**Draw of Lots**', which shall be conducted, with prior notice, in the presence of tie bidders who may choose to attend.
- c. 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;
  - d. 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.

**7. Issuance and Acceptance of Letter of Intent (LoI) and Execution of Agreement:**

- a. After finalization of bid(s), and subsequent acceptance of discovered price(s) by the MoH&FW, Govt. of India as well as approval from the Competent Authority, Letter of Intent (LoI) will be issued to the successful bidder;
- b. Initially, Call-Centre shall have to be operationalized with 30 Seats and accordingly, Contract Price shall be calculated for 30-Seater Call Centre, comprising of 20 Call-Centre Executive(s)/ Agent(s), 6 Counselor(s) and 4 Medical Officer(s). LoI will be issued for the 30-Seater Call-Centre on the approved rate(s). Subsequently, during currency of the contract period, if need is felt by the Health Deptt./ NHM, J&K in any of the year(s) of operation, and approved by the MoH&FW, Govt. of India/ Competent Authority, extension of call-center beyond 30 Seats may be considered on rates approved for increase in No. of respective category of seat(s);
- c. Within 15 (Fifteen) days 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 the National Health Mission, J&K. Stamp duty, if any, payable on the agreement shall be borne by the successful bidder;
- d. Officer signing the LoI and entering into agreement, on behalf of successful bidder, with the National Health Mission, J&K shall have written approval/ resolution regarding the same;
- e. 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;
- f. Successful bidder shall also execute such further documents and deeds as may be required;
- g. In case, agreement is not executed within 30 (thirty) 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 a case, entire bid security submitted by the successful bidder shall be forfeited;
- h. 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.

**8. Effectiveness of Contract**

The selected service provider shall immediately start the design work for the repairs, renovation and refurbishment of call Centre premises. The service provider is required to complete the entire set up, including deployment of suitable software and installation of necessary hardware, telephone lines, recruitment of staff and their training within 3 months from the date of the contract. At all stages, the Service provider is required to take necessary approvals from Mission Director, NHM, J&K, or the Committee constituted to oversee the progress of the project.

In case of Operational Expenses, Contract will only be considered effective from the date of formal launch of 104 services.

**9. Performance Bank Guarantee (PBG):**

- a. Successful bidder, for due and faithful performance of its obligations during the Contract period, will have to furnish Performance Bank Guarantee (PBG), @ **5% of the estimated total annual project cost with 30-seats**, in favour of FA & CAO, State Health Society, NHM, J&K at the time of execution of agreement; In case number of seats in the Call Center have been extended, the service provider has to submit additional performance guarantee, which shall be equivalent to 5% of the revised annual estimated budget.
- b. PBG shall be in the form of unconditional, unequivocal and irrevocable Bank Guarantee issued by any Scheduled/ Nationalized Bank;
- c. PBG shall remain in force till six (6) months after completion of the Contract period as defined in the agreement executed in this behalf;
- d. EMD of successful bidder shall be adjusted towards PBG;
- e. PBG shall be refunded after satisfactory completion of contract and after satisfying that there are no dues outstanding against the successful bidder;
- f. It is to be noted that previous EMD/ Security Deposit, on account any previous tenders, even if lying with the State Health Society, NHM, J&K, shall not be considered towards this NIT and therefore fresh security deposit is to be furnished;
- g. State Health Society, NHM, J&K will not pay any interest on PBG/ EMD;
- h. PBG may be forfeited, wholly or partially, in case the successful bidder -
  - a. fails to provide the services as per the rate contract/ agreement within the time prescribed; or
  - b. violates any terms & conditions of the NIT/ agreement;
- i. In case the Tender Inviting Authority decides to terminate the Project at any stage, it will promptly release PBG after satisfying that there are no dues outstanding against the successful bidder.

**10. Key Performance Indicators**

In the beginning of each year, NHM and the service provider shall agree on the key performance indicators. The Service provider is required to submit a status report on the KPIs clearly indicating the progress made during the reporting month and cumulative progress until the end of the current reporting period. Some of the indicative KPIs for year one are provided below. Final KPIs shall be agreed as part of the contract negotiations and agreed.

<b>S. No</b>	<b>KPI</b>	<b>Timelines for Completion</b>	<b>Remarks</b>
1.	Submission of design for renovation of call center, with timelines to be submitted for approval of Mission Director, NHM	10 days from the date of contract	
2.	Submission of details of hardware, with specifications, timelines for installation to be submitted for approval of the Mission Director, NHM	10 days from the date of contract	
3.	Completion of renovation work, including installation and dry run of the equipment	On or before 80 <sup>th</sup> day from the date of contract	
4.	Deployment and completion of training to the call centre staff	On or before 80 <sup>th</sup> day from the date of contract.	

<b>S. No</b>	<b>KPI</b>	<b>Timelines for Completion</b>	<b>Remarks</b>
5.	Pilot run of the Call center	At least 5 to 7 days trial run of the call centre, the trial run shall be completed within 90 days from the date of contract	
6.	Inauguration of call center Operations	Within 3 months from the date of contract	
7.	Running the call center operations with number of seats and timings determined by Mission Director, NHM with both in-bound and outbound calls	Continuous	
8.	Report 100% call closure of in-bound calls	Continuous	
9.	Complete 100% agreed out-bound calls	Continuous	
10.	Data porting from Call Center software to MoHFW MIS portals through APIs	Continuous	
11.	Submission of monthly progress reports with details of in-bound and out-bound calls with key progress	Monthly	

**11. Validity of Rates and Escalation Clause:**

- a. Presently proposed duration of the project is for a period of five (5) years, extendable on year-to-year performance basis of the call centre and as per the approval(s) from the Ministry of Health & Family Welfare, Govt. of India and will be subject to following price escalation;
  - i) Approved rates shall be annually escalated by 5% (Five percent), to be calculated on the rates of year – 1, for each subsequent year(s), for e.g., if the approved rate is Rs.100/- for year - 1, then rate for each subsequent year(s) shall be increased by Rs.5/- (i.e., 5% of Rs. 100), as compared to the rate of immediate preceding year(s). Accordingly, rate applicable for year – 2 will be Rs.105/- and for year – 3 will be Rs.110/-, and so on;
  - ii) First annual escalation shall be applicable with effect from completion of one year of the project after its final commissioning as per the date defined in the agreement to be signed in this behalf.
- b. After successful completion of the Contract Period of five (5) years, to ensure transition of such call centre to the new arrangement/ mechanism, the Rate Contract, coming into existence as a result of this process, may be extended, if deemed appropriate by the Competent Authority, for such another period on similar Rates and terms & conditions as in vogue at that time.
- c. Any amendment to the contract shall be in writing only.

**12. Contract Value**

The per the provisions of clause 10 above, the monthly OPEX cost is subject to 5% price escalation on year on year, starting from beginning of year 2. Hence, Contract Value for year 1 is indicated below. At the end of each year, the OPEX cost for next year shall be worked out and agreed. Summary of agreed CAPX and OPEX cost for first year of operations are indicated below.

S. No.	Cost Component	Amount (in Rs.)	Taxes (in Rs.)	Total (in Rs.)
1.	CAPEX Cost			
2.	OPEX Cost			
3.	Total Cost for Year 1			

**Detailed CAPEX & OPEX Cost for 1<sup>st</sup> year is indicated below**

S. No.	Cost Component	Cost Description	Amount (in Rs.)	Basis of Payment
<b>1.</b>	<b>CAPEX Cost</b>			
1.1	Cost of refurbishment	Cost of facelift, repairs and refurbishment of call-centre premises	XX	Final design and work plan, including cost break up shall be submitted to MD, NHM for approval. Actual cost of refurbishment shall be reimbursed.
1.2	Procurement of IT Equipment - Hardware cost for setting up of 30-seater call-center	Cost of hardware as per the technical specification proposed in the bid document	XX	Actual cost, as per original invoice(s), will be reimbursed. In case of expansion, approved service provider has to procure necessary hardware and claim the actual expenditure.
1.3	Procurement of Non-IT Equipment			
1.4	Cost of call-centre software – to be deployed on cloud platform	The software should manage both in-bound and out-bound call center operations management. Should integrate API provided by MoHFW, Govt. of India for seamless data transfer from Call Centre Software and MIS portals of MoHFW, Govt. of India	XX	Cost of software shall be reimbursed. If the approved service provider proposed to deploy bespoke software, at the end of Project, Source Code of application shall be provided to NHM. In case Off the Shelf Software is being proposed and used, Source Code of the application need Not to be provided.

<b>S. No.</b>	<b>Cost Component</b>	<b>Cost Description</b>	<b>Amount (in Rs.)</b>	<b>Basis of Payment</b>
1.5	Deployment of Application Programming Interface (API) for data porting into various MIS applications of MoHFW, Govt. of India	API should be capable porting the data into various MIS applications of MoHFW, Govt. of India	XXX	Subject to maximum amount quoted by the bidder, actual cost agreed for deployment of API for porting of data into respective MIS portal of MoHFW, Govt. of India portals shall be reimbursed. Approved Service Provider has to submit the invoice after completion, deployment and successful data porting in initial 2 months. For any performance related issues, approved Service Provider will be responsible.
	Sum of CAPEX Cost		XXXX	
	Tax on CAPEX Cost		XXX	
	Total CAPEX Cost - A		XXXX	
<b>II</b>	<b>OPEX Cost</b>			
2.1	Medical Officer	Monthly Rate x 12 Months x No. of Agreed Head Count	XX	Cost of monthly staff salaries is only indicative.
2.2	Counsellor	Monthly Rate x 12 Months x No. of Agreed Head Count	XX	Payment shall be made based on the agreed unit rate against actual No. of staff deployed in a given month.
2.3	Call Center Manager	Monthly Rate x 12 Months x No. of Agreed Head Count	XX	Monthly rate indicated is for an 8 Hours operations of call-centre.
2.4	Technical/ IT Support at State Level	Monthly Rate x 12 Months x No. of Agreed Head Count	XX	In case, operations of call-center are extended beyond 8 Hours a Day, cost of remuneration shall be adjusted accordingly.
2.5	Call Centre Supervisor	Monthly Rate x 12 Months x No. of Agreed Head Count	XX	In such case, base rate quoted for 8 hours' operations shall be the basis.
2.6	Call Centre Agents/ Executives	Monthly Rate x 12 Months x No. of Agreed Head Count	XX	

S. No.	Cost Component	Cost Description	Amount (in Rs.)	Basis of Payment
2.7	Monthly Operational/ Running & Maintenance Expenses, including cost of Support Staff, if any, Training/ Refresher Training, etc.	Monthly rate X 12 months	XX	Monthly operational/ running & maintenance expenses shall be reimbursed based on actuals subject to submission of bills and vouchers.
	Sum of OPEX Cost			
	Taxes on OPEX Cost			
	Total OPEX Cost for year 1 - <b>B</b>			
	Total Cost of 1 <sup>st</sup> year <b>A + B</b>		XXX	

**13. Terms of Payment:**

- a. Successful bidder shall submit invoice(s), in **triplicate**, in the office of State Health Society, National Health Mission, **Nagrota (Jammu)/ Old Secretariat (Srinagar)**, duly accompanied by record of services provided, duly verified by the In-charge Nodal Officer. Separate invoice shall be raised for CAPEX and OPEX Cost. Invoices shall be supported with bills and vouchers/ time sheets of Call Center staff. Along with the Invoice, the service provider is required to submit a status report on performance against the agreed KPIs;
- b. Invoice with respect to Capex Cost including refurbishment cost, procurement of IT and Non-IT equipment, development of customizable IT solution, shall be submitted by the approved Service Provider after establishment of the proposed call-center. 90% payment shall be released within one month of 'Go Live' of the call center. Remaining 10% payment shall be released after successful completion of one year from the date of Go-Live;
- c. State Health Society, NHM, J&K may get the equipment supplied by the approved Service Provider inspected/ verified through any Govt. approved agency(ies). Inspection charges, if any, shall have to be borne by the approved Service Provider;
- d. Invoice(s) with respect to Opex Cost for a particular month shall be submitted in the offices of State Health Society, NHM, J&K, as per (a) above, by 05<sup>th</sup> of next month. In case, successful bidder fails to submit invoice by the scheduled date, such invoice(s) shall be entertained alongwith invoice of subsequent month;
- e. Monthly payment shall be made only after receipt of verification report from the In-charge Nodal Officer and after deducting the Statutory Dues, if any;
- f. Verification report(s) for a particular month, from the In-charge Nodal Officer shall reach to the office(s) of State Health Society, NHM, J&K, as per (a) above, by 10<sup>th</sup> of next month. It shall be the responsibility of the successful bidder to co-ordinate with the In-charge of concerned healthcare facility(ies) regarding the same;
- g. Applicable SLA deductions and other penalty(ies) for the month shall be deducted from respective Invoice(s);
- h. State Health Society, NHM, J&K shall make every endeavor to release the payment immediately upon receipt of invoice(s) alongwith Verification report(s);
- i. Payment shall be made by RTGS/ NEFT/ PFMS. Expenses on this account, if any, shall be borne by the successful bidder;

j. No advance payments/ mobilization advance shall be made.

14. **Scheduled Service Delivery Time Lines vis-à-vis Penalties Imposable:** As indicated in the SOP of work, the service provider shall adhere to the SLAs while operating the call center. Failure may lead to imposing penalties. Prolonged and undue delay in curing the defects shall lead to cancellation of contract.

15. **Cancellation/ Termination of Rate Contract:**

a. State Health Society, NHM, J&K, after seeking comments from the Committee/ associated Agency(ies) inter-alia including Directorate of Health Service(s), Jammu/ Kashmir, may terminate the contract if the approved Service Provider:

- i. withdraws/ modifies its offer after acceptance;
- ii. fails to execute the agreement and furnish the required Performance Bank Guarantee within the stipulated time;
- iii. fails to provide the proposed services as per the scheduled timeline;
- iv. fails to rectify the system shut down within one week;
- v. cease to have requisite qualified staff on its rolls, or otherwise;
- vi. fails to fulfil any other contractual obligations;
- vii. violates any of the terms & conditions of the Contract having significant impact on rendering of services tendered vide this NIT;
- viii. 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;
- ix. 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.

b. In addition to (a) above, State Health Society, NHM, J&K reserves the right to terminate, by prior written notice, the whole or part of the Contract/ Work order. The notice of termination shall specify that termination is for Deptt.'s convenience, the extent to which performance of work under the Contract/ work Order is terminated and the date on which such termination becomes effective;

c. Cancellation/ Termination of the project, if required, will be considered only after according successful bidder a reasonable opportunity of being heard;

d. 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. In addition, State Health Society, NHM, J&K may impose any such obligation(s) and condition(s), as deemed necessary, to ensure an efficient transition and effective business continuity of the project and the approved Service Provider will be obliged to comply with the same;

e. Any loss sustained by State Health Society, NHM, J&K, as a result of re-tendering the contract or allotting the same to 2<sup>nd</sup> lowest bidder, due to backing out by the successful bidder, shall be recovered from the defaulting bidder out of its EMD/ Security deposit or from 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.

16. **Arbitration:**

a. **Dispute:** Either party, including Purchase Committee of State Health Society, NHM, J&K, upon receipt of any information from the Directorate of Health Services, Jammu/ Kashmir



or the concerned Health Facility(ies) or any other stakeholder, and the successful bidder, 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 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 Party(ies).
- g. **Governing Law:** This NIT shall be governed by and construed in accordance with the Laws of Jammu & Kashmir and the Laws of India, as applicable to Jammu & Kashmir.
- h. **Venue of Arbitration:** Venue of arbitration shall be the place from where contract has been issued.

17. **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.

**18. 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, but in any case not later than forty eight (48) hours from occurrence, about the occurrence of such an event.
- c) For avoidance of any ambiguity, it is expressly clarified that following event(s) shall not qualify under "Force Majeure":
  - i. Failure on part of the approved Service Provider to implement any Disaster Contingency Planning, Back-up and other Data Safeguards in accordance with the terms & conditions of the Contract, even though against natural disaster, fire, sabotage or other similar occurrence;
  - ii. Any negligence in performance of services, which directly causes any breach of security like hacking, etc.

**19. 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 the 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.

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

I/ We have read the above terms & conditions and I/ We agree to abide myself/ ourselves by the above terms & conditions of the NIT.

In Acceptance

Sig. & Seal of Authorized Representative  
alongwith Date & Contact No.:

## Detail of Bidder

(to be Submitted on Letterhead of Bidding Organization)

S. No.	Particulars	To be filled in by the Bidder
<b>(1.)</b>	<b>Detail of Bidding Entity</b>	
(a)	Legal Name of Bidding Entity	
(b)	Legal Status of Biding Entity (Company/ Society/ Trust/ LLP/ Consortium)	
(c)	Date of Establishment/ Incorporation of Bidding Entity	
(d)	PAN	
(e)	GST No.	
(f)	EPF	
(g)	ESI	
(2.)	Registered Address	
(3.)	Contact No.	
(4.)	FAX No.	
(5.)	e-Mail ID	
<b>(6.)</b>	<b>Detail of Authorized Person</b>	
(a)	Name	
(b)	Designation	
(b)	Date of Board Resolution authorizing such Person to Sign the Bidding Document/ Other Correspondence with NHM, J&K. <b>Copy of Board Resolution to be annexed.</b>	
(c)	PAN of Authorized Person	
(d)	Mobile No.	
(e)	e-Mail ID	
<b>(7.)</b>	<b>Detail of Existing Call Centres/ BPOs Operational</b>	
(a)	Total No. of On-Roll manpower working in Call Centres/ BPOs at Present. Detailed list, alongwith Name, Address, Contact No. of all such On-Roll Manpower has to be annexed	

<b>S. No.</b>	<b>Particulars</b>	<b>To be filled in by the Bidder</b>
(b)	Total No. of Off-Roll manpower working in Call Centres/ BPOs at Present alongwith Names, Qualification, Experience and Year since Working with Bidder	
(8.)	Average annual turnover of last three (3) financial years. Audited financial statements and certificate issued by the Chartered Accountant to be annexed	
<b>(9.)</b>	<b>Detail of Tender Fees</b>	
(a)	<b>Amount</b>	<b>Rs.15,000/- (Rupees Fifteen Thousand only)</b>
(b)	Date of RTGS/ Online Transfer	
(c)	Bank	
(d)	Branch	
(e)	UTR/ Reference No.	
<b>(10.)</b>	<b>Detail of Earnest Money Deposit (EMD)</b>	
(a)	<b>Amount</b>	<b>Rs.5,00,000.00 (Rupee Five Lakhs only)</b>
(b)	CDR/ FDR No.	
(c)	Date	
(d)	Issuing Bank	
(e)	Branch	
(f)	Valid Till	

In Acceptance

Sig. & Seal of Authorized Representative  
alongwith Date & Contact No.:

## UNDERTAKING

(to be Submitted on Letterhead of Bidding Organization)

To

**The Mission Director,**  
National Health Mission,  
Jammu and Kashmir

Subject: Undertaking regarding e-Bid Notice No.: 07 of 2020 for establishment of ‘**Integrated 104 - Centralized Call Center cum Health Helpline**’ in J&K on “**Build- Operate-Transfer (BOI)**” basis – reg.

Sir,

1. I, \_\_\_\_\_ (**Name of Authorized Person**), working the capacity of \_\_\_\_\_ (**Designation of Authorized Person**) with M/s \_\_\_\_\_ (**Name of Bidding Entity**), having Registered Office at \_\_\_\_\_, have been authorized by the Board/ Committee, vide Resolution/ Power of Attorney passed/ executed on \_\_\_\_\_ (**Date of Board Resolution/ Execution of Power of Attorney**), to represent, and sign requisite documents including bid document(s) for and on behalf of, my Organization in the bidding process initiated by the NHM, J&K for establishment of ‘**Integrated 104 - Centralized Call Center cum Health Helpline**’ in J&K on “**Build- Operate-Transfer (BOT)**” basis, as per detailed specifications and terms & conditions mentioned in this tender document (SBD), for a period of five (5) year(s), extendable every year on annual performance basis and subject to approval by the MoH&FW, Govt. of India.
2. I/ We declare that vide above-mentioned Board Resolution/ Power of Attorney I have been given the capacity to bind my Organization towards implementation of the ambitious project of the NHM, J&K.
3. I/ We hereby agree to abide by all terms and conditions laid down in the NIB read with the Corrigendum/ Addendum.
4. I/ We, before signing this bid on behalf of my Organization, have read and fully understood all the terms & conditions and instructions contained therein and undertake myself/ ourselves to abide by all the said terms and conditions.
5. I/ We declare that our Organization is a going concern and our financial position is sound and we are competent to execute the project as & when allotted.
6. I/ We declare that we will not ask/ expect any financial assistance from the State Health Society, NHM, J&K, or any of its peripheral Agency(ies).
7. I/ We declare that if approved in our favour, we will execute the project strictly in accordance with the terms & conditions of the Notice Inviting Bids, as well as the agreement to be entered in this behalf.
8. I/ We also declare that we have not submitted any other bid, either in individual capacity or as a member of any Consortium/ LLP, except this bid.
9. I/ We also undertake that in case any of the information/ additional information provided by us proves to be false/ misleading, or the documents uploaded by us are found to be fake/ forged/ incorrect, our bid shall be treated as void ab-initio and the State Health Society, NHM, J&K may be at liberty to take appropriate necessary action against the bidding entity as well as the authorized representative.

In Acceptance

Sig. & Seal of Authorized Representative  
alongwith Date & Contact No.:

## Key Features of the Proposed Call-Center Solution to be deployed

(to be Submitted on Letterhead of Bidding Organization)

The bidders may add as much as technical information about the proposed solution

S. No	Key Feature	Description
1.	Explain key features of the application	
2.	Is the software application owned by your firm or is it a off the shelf product	
3.	Is the application allow integration with other MIS applications and inter-operability? Is so please provide the detailed	
4	Does the application has the capability to handle both out-bound and in-bound calling?	
5	What kind of reports that will be made available for monitoring purposes?	
6	Time required for customization if any	
7	Any other information	

**Note:** The application should be deployed on Cloud Platform. Source Code of the application shall be provided to SHS, J&K. The IPR of Original portion of the application will be owned by the bidder, whereas the customized portion will be owned by SHS, J&K and the approved Service Provider has to provide a non-exclusive right to use and modify the pre-owned original portion of the source code.

Sig. & Seal of Authorized Representative  
alongwith Date & Contact No.:

# **Technical Specification of the proposed Call-Centre Hardware/ Equipment**

(to be Submitted on Letterhead of Bidding Organization)

Please indicate item wise Technical Specifications, including the model and make of Hardware/ Equipment to be deployed.

1. Detailed Item-wise Technical Specifications of all the IT Hardware and Non-IT equipment included in Bill of Quantity without commercials.
2. Detailed Item-wise Technical Specifications of Tele-Calling and associated equipment included in Bill of Quantity without commercials.
3. Detailed Item-wise Technical Specifications of Office equipment included in Bill of Quantity without commercials.

Sig. & Seal of Authorized Representative  
alongwith Date & Contact No.:



## Provide the work-plan for operationalising the Call Centre

(to be Submitted on Letterhead of Bidding Organization)

S. No	Key Activity	Timeline for completion (W= Week)							
		W1	W2	W3	W4	W5	W6	W6	Wn
1	Site Inspection								
2	Preparation of plan for refurbishment								
3	Seeking approval for the refurbishment plan								
4	Completion of refurbishment work								
5	Identification and recruitment of call center staff								
6	Training of Call Center Staff								
7	Deployment of Hardware and Software for the Call Centre (Including API, for data porting/ sharing with Govt. of India MIS portals)								
8	SOP for Call Center Operations								
9	Inauguration of the call center operations								
10	Any other (please explain)								

**Note:** Once the call Centre is ready for inauguration, approved service provider is required to submit detailed work plan for call centre operations on yearly basis.

Sig. & Seal of Authorized Representative  
alongwith Date & Contact No.:

## Statement regarding Fulfilment of Eligibility Criteria

(to be Submitted on Letterhead of Bidding Organization)

S. No.	Eligibility Criteria	Bidders Response	Document(s) to be Uploaded along with Bid
1	In case of Consortium, Lead Firm/ Agency should have 51 % Stake in Consortium and should be willing to take all Legal Liabilities under the Proposed Contract		Memorandum of Understanding (MoU) entered into between all the Members nominating one of the member as Lead Member and authorizing Lead Member to participate in the bid
2.	Bidder should be Registered as a Legal Entity such as Company under the Companies Act, Society under the Societies Registration Act, Trust Act, Limited Liability Partnership or an entity established under an equivalent Law applicable in the Country		Certificate of Registration/ Incorporation
3	Bidder shall have <b>minimum three (3) years of experience in BPO/ Call Center Industry.</b>		statement regarding assignments of similar nature successfully completed during last three years should be submitted as per proforma in annexure ‘D’ Users’ certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts./ Semi Govt. Depts. should be specifically brought out. Decision of the State Health Society, NHM, J&K as to whether the assignment is similar or not and whether the bidder(s) possess adequate experience or not, shall be final and binding on the bidders;
4	Bidder shall have successfully implemented at least one similar Call Center Project		Details of Project to be Provided alongwith relevant documents

<b>S. No.</b>	<b>Eligibility Criteria</b>	<b>Bidders Response</b>	<b>Document(s) to be Uploaded along with Bid</b>										
5	Key Management Personnel of bidder should have minimum five (5) year(s) of experience in BPO/ Call Center industry and they should be associated with the bidder for not less than three (3) year(s);		Details to be given as per annexure 'A'.										
6	Bidder should have minimum 100 Call Center Executive(s), on its roll, working across Call Centres/ BPOs across India		Details to be given as per annexure 'A'.										
7	Bidder should Not have been Blacklisted by any Govt./ Private Institution of the Country and there is no vigilance/ any other Investigating Agency, case pending against the bidding entity/ its Directors/ Members		Affidavit, on Non-Judicial Stamp Paper of Rs.100/-, duly attested by <b>1<sup>st</sup> Class Magistrate</b> to be Uploaded										
8	Bidders shall have an Annual Average Turnover of Rs.10.00 Crore during last three (3) Financial Years	Turnover of Preceding Three (3) Financial Years <table border="1" data-bbox="614 1167 1002 1518"> <thead> <tr> <th data-bbox="614 1167 810 1294"><b>Financial Year</b></th> <th data-bbox="810 1167 1002 1294"><b>Turnover Amount (in Cr)</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="614 1294 810 1346">FY 2018-19</td> <td data-bbox="810 1294 1002 1346"></td> </tr> <tr> <td data-bbox="614 1346 810 1397">FY 2017-18</td> <td data-bbox="810 1346 1002 1397"></td> </tr> <tr> <td data-bbox="614 1397 810 1449">FY 2016-17</td> <td data-bbox="810 1397 1002 1449"></td> </tr> <tr> <td data-bbox="614 1449 810 1518">Average Turnover</td> <td data-bbox="810 1449 1002 1518"></td> </tr> </tbody> </table>	<b>Financial Year</b>	<b>Turnover Amount (in Cr)</b>	FY 2018-19		FY 2017-18		FY 2016-17		Average Turnover		Audited Financial Statements and Certificate issued by the Chartered Accountant are to be Uploaded
<b>Financial Year</b>	<b>Turnover Amount (in Cr)</b>												
FY 2018-19													
FY 2017-18													
FY 2016-17													
Average Turnover													

In Acceptance

Sig. & Seal of Authorized Representative  
alongwith Date & Contact No.:

## **Assignment of Similar Nature Successfully Completed During Last Three (3) Years**

(to be Submitted on Letterhead of Bidding Organization)

<b>N.º.</b>	<b>Name of Client - Govt. Semi-Govt./ Private</b>	<b>Address of Organization alongwith Name, Designation &amp; Contact No. Responsible Officer</b>	<b>Assignment Contract No &amp; date</b>	<b>Description of Work/ Services Provided</b>	<b>Contract Price of Assignment</b>	<b>Date of Commencement</b>	<b>Date of Completion</b>

**Note:**

- 1.) Details are to be provided starting from the financial year(s) – 2018-19, 2017-18, 2016-17 and so on.**
- 2.) Users' Certificate regarding Satisfactory Completion of assignments are to be Uploaded failing which the above-mentioned detailed shall not be entertained**

In Acceptance

Sig. & Seal of Authorized Representative  
alongwith Date & Contact No.:

### Estimated No. of Calls

**Out-Bound Calls:** As per existing Early Childhood Development (ECD) Guidelines, beneficiary(ies) includes Pregnant Woman, Child (0-1 Year) and Child (1-2 Year) registered in RCH portal, out of which Pregnant Woman will receive 9 out-bound calls during her pregnancy period, parents of child (0-1 Year) and child (1-2 Years) will receive 9 out-bound calls and 3 out-bound calls. Moreover, it is estimated that 10% of the beneficiary(ies) registered on RCH portal will be covered by the Call Centre annually. Based on suggestive annual coverage of 10% of pregnant women & children, average No. registered on RCH Portal during past three (3) years, as well as approximate No. of beneficiary(ies) under other Programmes/ Schemes implemented under NHM, inter-alia beneficiary(ies) under Rashtriya Bal Swasthya Karyakaram (RBSK), Nikshay Poshan Yojana under National Tuberculosis Elimination Programme (NTEP), National Programme for Control of Blindness & Visual Impairment (NPCB&VI), follow-up calls w.r.t Grievance Redressal Mechanism, etc. and with Average Call Handling Time (ACHT) ranging between 3.00 – 3.30 Minutes, indicative No. of out-bound calls to be made by the Call-Centre will be as follows:

S. No.	Beneficiary	Expected No. of Beneficiary(ies) during the Year	Average Expected No. of Calls, during the Year Per Beneficiary	Total Expected No. of Out-Bound Calls during the Year
1	10% of average No. of Pregnant Women registered on RCH portal during previous 3 Years	20,000	9	1,80,000
2	10% of average No. of Children registered on RCH portal during previous 3 years	16,000	12*	1,92,000
3	ASHAs	12,440	12	1,49,000
4	Health Care Workers	8,000	4	32,000
5	Beneficiaries under various other Healthcare Programmes (approx. No.)	50,000	1	50,000
Total - Expected No. of Out-Bound Calls during the Year				6,00,000
Expected Average No. of Out-Bound Calls per Month				50,000
Expected Average No. of Out-Bound Calls, per Day (Taking 26 Working Days in a Month of 30 Days) (Rounded off)				1,900

(\*) including 9 out-bound calls to parents of children between 0-1 year and 3 out-bound call to parents of children between 1-2 years.

**Short Messaging Service (SMS):** In addition to above mentioned indicative No. of beneficiaries, monthly SMSs, as per the Content Provided by NHM/ Health Deptt., J&K, are required to be sent to ASHAs, Healthcare Workers under NHM in J&K:

S. No.	Beneficiary	Approx. No.	Expected No. of SMSs to be sent during the Year, Per Beneficiary	Total Expected No. of SMSs to be sent during the Year
1	ASHAs	12,440	12	1,50,000
2	Other Health Care Workers	8,000	4	32,000

1. Above-mentioned No. of Estimated Calls/ SMSs is purely indicative and may likely to increase/ decrease.
2. Accordingly, State Health Society, NHM, J&K will review the In-Bound/ Out-Bound calls received/ made, and SMSs sent, by Call-Centre during the period of three (3) months from the date of formal inauguration of Call-Centre.
3. Based on the Performance Review of Call-Centre operations during first three (3) months, as per (2) above, NHM, J&K will set-in-forth revised performance indicators, alongwith requisite manpower for In-bound/ Out-bound calling and penalties, as deemed appropriate, with respect to the same, classifying these into: (a.) Performance Benchmark -  $\geq 98\%$ ; (b.) Manageable -Between 95% - 98%; and (c.) Poor  $< 95\%$ .
4. In case of Performance being Poor, Mission Director, NHM, J&K will be at liberty to take appropriate necessary action in the matter after according reasonable opportunity of being heard to the approved Service Provider and the decision of the Mission Director shall be final and binding upon all the stakeholders.

# DISCLAIMER

The information contained in this bid document for proposed procurement or subsequently provided to the bidder(s), in documentary or any other form, by or on behalf of the National Health Mission, Jammu & Kashmir (Procuring Entity), or any of its employees, is provided to bidder(s) on the terms & conditions set out in this bid document and such other terms & conditions subject to which such information is provided to the bidder(s). Whilst the information in this bid document has been prepared in good faith and contains general information in respect of proposed procurement, the bid document is not and does not purport to contain all the information, which the bidder may require.

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The issue of this bid document does not imply that National Health Mission, J&K is bound to select a bidder or to appoint the selected bidder or bidder, as the case may be, for the procurement and the National Health Mission, J&K reserves the right to reject all or any of the bidders or bids at any point to time without assigning any reason whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the National Health Mission, J&K, or any other costs incurred in connection with or relating to its bid. All such costs and expenses shall remain with the bidder and the National Health Mission, J&K shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

Any information/ documents including information/ documents pertaining to this bid or subsequently provided to bidder and/ or selected bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/ or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/ documents.

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