



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

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## Corrigendum cum Addendum

In response to the queries of intended bidder(s), during the pre-bid meeting held on 13<sup>th</sup> March 2021 with respect to this office NIT No.: 07 of 2020, published vide No.: SHS/NHM/J&K/Estt./20443-50 dated: 13/02/2021, for "Establishment of Integrated 104 - Centralized Call Center cum Health Helpline in Jammu & Kashmir on Build-Operate-Transfer (BOT) basis", following(s) amendment(s) shall henceforth form integral part of said NIT:

- (1.) **Establishment of Integrated 104 – Centralized Call Centre cum Health Helpline:** At S. No. (i) of Clause (B) of Detailed Scope of Work, word '**90 Days**' be substituted with '**120 Days**', and accordingly, '**Beta Period**', wherever mentioned in SBD, will be 120 Days and '**Business as Usual Period**' will be remaining period of eight (8) months in first year of operation, and thereafter remaining Contract Period of further four (4) years.
- (2.) **Operation and Maintenance of Call Centre:** Existing S. No. (2.) of sub-clause (d) – Key Functional Requirement(s) of Call Centre under Detailed Scope of Work shall now read as follows: ***"Identify the Caller through Caller Line Identification (CLI) and Support Intelligent Call Routing. Language of IVRS menu should then be decided based on caller's choice thereon"***.
- (3.) **Call Quality Score under Service Levels:** With respect to 'Call Quality Score', defined under Clause (4) - Service Levels, words 'Percentage of Call Attended' under Service Level be read as '**Score of Calls Graded by Quality Audit Team**'.
- (4.) **Eligibility Criteria:**
  - A. In reference to 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, as mentioned at sub-clause (d) of clause (2), it is clarified that any bidder(s) having "minimum annual average turnover of Rs.10.00 Crore (Rupees Ten Crore only), from BPO/ Call Centre Service(s), during last three financial years duly supported by audited financial statement(s) and certificate issued by the Chartered Accountant" shall be considered eligible.
  - B. In reference to 'three financial year(s)', as referred at sub-clause(s) – (d), (e) & (g) of clause (2) – Eligibility Criteria and S. No. (h) & (i) of sub-clause (A)(10) of Clause (3) – Bid Preparation & Submission, alongwith corresponding references at other places in SBD, be considered as Financial Year(s) - 2017-18, 2018-19 & 2019-20, and accordingly information & documents will have to be submitted for these financial year(s) only.
  - C. In reference to sub-clause 3(a) of affidavit required to be submitted as per clause 3(A) – 'Bid Preparation and Submission', words "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", now be read as "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 regarding Company's official dealings/ matters".
  - D. In case of a Consortium of Group of Companies (Maximum - Three), intending to participate in bidding process, 'Eligibility Criteria' shall be subject to following(s):

1. In case bid has to be submitted in the name of Consortium, registered as a Separate Legal Entity, eligibility of all members taken together will be considered subject to explicit mention of all details by the Consortium and its meeting the requirement of SBD inter-alia Lead Member should have 51% Stake alongwith all Legal Liabilities. In such case(s), all the member(s) shall have to independently furnish affidavit, on Non-Judicial Stamp Paper of Rs.100/-, duly attested by 1st Class Magistrate/ Notary Public, that it 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 regarding Company's official dealings/ matters;
2. In case bid is submitted by an Association of Bidders, as per Sub-Clause (a) of Clause (2) of Eligibility Criteria, with an intent to form Joint Venture, the proposal shall clearly identify the name of the Lead Member and Associate Members. Further, the proposal shall clearly elaborate roles and responsibilities of each Member in the association. The proposals submitted by such an association shall meet following conditions:
  - a) Bid shall have to be submitted in the name of Lead Member only;
  - b) Lead Member should have 51% Stake alongwith all legal liabilities;
  - c) Turnover of all the bidder(s) taken together may be considered;
  - d) Lead Member shall have minimum three (3) years of experience in Healthcare Service Delivery, preferably in BPO/ Call Centre;
  - e) All other members should be dealing in one or more component of intended services viz., IT Services, Consumer/ Customer Care/ BPO, etc.;
  - f) A Proposal submitted by a Joint Venture/ Association shall be signed by all Members so as to be legally binding on all Members, or by an Authorized Representative who has a written Power of Attorney signed by each Member's Authorized Representative(s);
  - g) All the member(s) shall have to independently furnish affidavit, on Non-Judicial Stamp Paper of Rs.100/-, duly attested by 1st Class Magistrate/ Notary Public, that it 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 regarding Company's official dealings/ matters.

Further, following shall be ensured:

- a) There shall be only One Proposal from the intended bidder(s), either in its Own Name or in the Name of Consortium/ Joint-Venture, if formed, for the said Tender;
- b) Consortium/ Joint-Venture Members are not allowed to form multiple Consortium/ Joint-Venture(s) for this bid.
- c) Likewise, any affiliate of participating bidder(s) inter-alia its Holding Company, Subsidiary Company, Sister Concern, etc., that directly or indirectly controls, is controlled by, or is under common control with participating bidder(s), shall not participate in this Tender Process individually or as a Joint-Venture Partner in with some another bidder. To elucidate the same, A Ltd. is a Holding Company of B Ltd. and wants to participate in the bid. Now, following scenarios may arise (illustrative cases):

Scenario	Permissibility	Remarks
Either A Ltd. or B Ltd. can Participate Individually	Allowed	Either Holding Company or its Subsidiary Company is allowed to participate in the Bid
Consortium/ Joint-Venture of A Ltd. <b>AND</b> B Ltd. with Each Other	Allowed	A Ltd. or B Ltd. are Not Allowed to Submit Bid either Individually or in association with any other Company/ Consortium/ Joint Venture.
Consortium/ Joint-Venture of A Ltd. <b>AND/ OR</b> B Ltd. with any Other Company, for e.g., C Ltd.	Allowed	A Ltd. or B Ltd. or C Ltd. are Not Allowed to Submit Bid either Individually or in association with any other Company/ Consortium/ Joint Venture.

- d) This does not, however, preclude a Sub-consultant, or the Bidder's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify.

Further, 'Similar Services' shall mean & include Healthcare Services viz. 102-108 Ambulance Services, BEMMP, AB-PMJAY and like, but excluding any kind of supply/ sale of item(s)/ equipment/ drugs & consumables, etc.

- (5.) **Bid Preparation & Submission:** In reference to scanned copy of affidavit on Non-Judicial Stamp Paper of Rs.100/-, duly attested by 1<sup>st</sup> Class Magistrate, to be uploaded as per sub-clause (A)(3) of Clause (3) – Bid Preparation & Submission, words '**Notary Public**' be substituted for 01<sup>st</sup> Class Magistrate. Technical Proposal(s) shall not include any financial information. Technical Proposal containing material financial information shall be declared non-responsive.
- (6.) **Performance Bank Guarantee (PBG):** In light of Office Memorandum No.: F.9/4/2020-PPD dated: 12th Nov. 2020, issued by the Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India, existing sub-clause (a) of clause (9) – Performance Bank Guarantee (PBG) is hereby substituted and shall now be read as following:  
 “Successful bidder, for due and faithful performance of its obligations during the Contract period, will have to furnish Performance Bank Guarantee (PBG), @ **3% of Total Project Cost, including CPAEX & OPEX 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 3% of the revised total estimated budget”.
- (7.) Further, with respect to the intended 'Scope of Work' alongwith the 'Service Levels' stipulated in the SBD, if during the currency of contract, post 'Beta' period, any untoward instance(s) arise, for e.g, unavailability of internet services and telephone connectivity beyond control of service provider, etc., jeopardizing intended Service Level(s), approved Service Provider shall have to bring this to the notice of Mission Director NHM J&K, within Twenty Four (24) Hours, but in any case not later than Forty Eight (48) Hours, from occurrence of such an event. Any such Notice shall be in the form of explicit written communication duly signed by the Project In-charge stating details of interruption in services alongwith time since services are interrupted, possible measures taken by the approved Service Provider for avoidance of such services vis-a-vis restoration of services, and any time likely to be taken in restoration of services, if within the knowledge of the approved Service Provider. Thereafter, same will be evaluated by State Health Society NHM J&K in light of existing occurrence alongwith 'Clause (18) - Savings Clause' of SBD, and decided accordingly. In this context, decision of the Mission Director NHM J&K will be final and binding upon all the parties.
- (8.) It is once again emphasized that any conditional bids are liable to be rejected outrightly.
- (9.) In addition, detailed comments/ replies of State Health Society, NHM, J&K to the queries of intended bidder(s) have also been uploaded for information of all the concerned. In case, any of the bidder(s), or any other stakeholder(s) have any reservation(s) regarding the same, it/ they may submit its concern(s)/ representation(s), duly signed by the authorized signatory alongwith detailed justification and/ or document(s), to the Mission Director, NHM, J&K on the e-mail ID: [mdnhmjk@gmail.com](mailto:mdnhmjk@gmail.com) by or before 27<sup>th</sup> March 2021 after which no representations, of any sort whatsoever, will be entertained by this office.
- (10.) In addition, critical dates for submission of online bid(s) are further rescheduled as follow(s):

S. No.	Particulars	Date/ Time as per NIT	Revised Date/ Time as per Corrigendum dt.05/03/2021	Revised Date/ Time as per Current Corrigendum
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	30.03.2021 upto 1400 Hrs	16.04.2021 upto 1400 Hrs

S. No.	Particulars	Date/ Time as per NIT	Revised Date/ Time as per Corrigendum dt.05/03/2021	Revised Date/ Time as per Current Corrigendum
5	Seek Clarification Start Date	15.02.2021 from 1400 Hrs		
6	Seek Clarification End Date	04.03.2021 upto 1600 Hrs	10.03.2021 upto 1600 Hrs	
7	Pre-Bid Meeting	06.03.2021 at 1500 Hrs	13.03.2021 at 1500 Hrs	
8	Venue of Pre-Bid Meeting	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>		
10	Start Date for Submission of Online Bids	10.03.2021 from 1000 Hrs	16.03.2021 from 1000 Hrs	
11	Last Date for Submission of Online Bids	20.03.2021 upto 1600 Hrs	30.03.2021 upto 1600 Hrs	16.04.2021 upto 1600 Hrs
12	Date of Opening of Technical Bids	22.03.2021 at 1100 Hrs	31.03.2021 at 1100 Hrs	17.04.2021 at 1100 Hrs
13	Place of Opening of Technical Bids	State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)		
14	Date of Technical Demonstration	To be Notified Separately		
15	Place of Technical Demonstration	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		

In view of detailed scope of work inter-alia refurbishment of existing premises for establishment of intended 'Integrated 104 - Centralized Call Center cum Health Helpline', and accordingly to avoid any kind of ambiguity at subsequent stages of the tendering process, it is advisable for all the intended bidder(s) to visit the office of State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K), either in person or duly authorized representative(s), prior to submission of bid(s) so as to have thorough understanding about the location as well as space offered for establishment of intended Call Centre.

All Other Terms & Conditions of the NIT No.: 07 of 2020 shall remain the same.

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

No.: SHS/NHM/J&K/Estt./4663

Dated: 22/03/2021

Queries of Intended Bidders Discussed during Pre-Bid Meeting regarding NIT No.: 07 of 2020 Scheduled on 13th March 2021 from 03.00 PM onward at State Health Society NHM Nagrota, Jammu and Kashmir

*Establishment of Integrated 104 - Centralized Call Center cum Health Helpline in Jammu & Kashmir on Build-Operate-Transfer (BOT) Basis*

S. No.	Page No.	Clause No.	Major Clause Head	Detailed Content of Clause	Query/ Representation of Bidder(s)	Comment(s) of Tendering Committee State Health Society NHM J&K
<b>A</b>	<b>Intended Bidder - 1</b>					
1	18	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	Kindly share draft agreement copy or else please share details of damages that can be imposed	All Damages which may likely to be Imposed in case of any breach(es) inter-alia non-adherence to timelines, failure to meet requisite Service Levels, etc. are defined under clause '(4) - Service Levels'.  Agreement will be finalized in light of Terms & Conditions already stipulated in Standard Bid Document (SBD), and any additional Condition, if deemed appropriate, shall be imposed by the Mission Director NHM J&K, in mutual consultation with Successful Service Provider(s)
2	32	2(a)	Eligibility Criteria	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	In case of Consortium , please confirm whether the Lead Member should possess and comply with all eligibility criteria or members of consortium together can comply with it	Kindly Refer Corrigendum cum Addendum Issued in this regard
3	32	2(d)	Eligibility Criteria	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	Please confirm whether turnover from similar services include call centre services provided as part of health services for e.g. to AB-PMJAY , PSU Insurance Companies, Various State Government Health Benefit Projects, State Govt. Employee Health Benefit Schemes	Kindly Refer Corrigendum cum Addendum Issued in this regard
4	32	2(e)	Eligibility Criteria	Bidder shall have minimum three (3) years of experience in BPO/ Call Center Industry	Please confirm whether last three financial years include FY 19-20 , FY 18-19 & FY 17-18. Elsewhere in the tender FY 19-20 is not considered & earlier 3 years have been mentioned, hence clarification is sought	Kindly Refer Corrigendum cum Addendum Issued in this regard
5	33	3(A)(3)	Bid Preparation & Submission - Cover 01st Technical Cover	Scanned Copy of affidavit, on Non-Judicial Stamp Paper of Rs.100/-, duly attested by 1st Class Magistrate stating...	1st Class Magistrate do not attest any document which is not subjudice before them. Therefore affidavit attested by Notary Advocate on 100/- non judicial stamp paper may be allowed. Also draft of black listing specified in tender. Kindly provide the draft of said affidavit	Kindly Refer Corrigendum cum Addendum Issued in this regard

Queries of Intended Bidders Discussed during Pre-Bid Meeting regarding NIT No.: 07 of 2020 Scheduled on 13th March 2021 from 03.00 PM onward at State Health Society NHM Nagrota, Jammu and Kashmir

Establishment of Integrated 104 - Centralized Call Center cum Health Helpline in Jammu & Kashmir on Build-Operate-Transfer (BOT) Basis

S. No.	Page No.	Clause No.	Major Clause Head	Detailed Content of Clause	Query/ Representation of Bidder(s)	Comment(s) of Tendering Committee State Health Society NHM J&K
6	33	-	Bid Preparation & Submission - Cover 01st Technical Cover	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	Draft of consortium is not provided in the tender document. Same may be provided	Intended Bidder(s) are free to draft MoU meeting SBD Requirements inter-alia the following(s): 1.) Lead Member should have 51% stake in the consortium and must also have all legal liabilities; and 2.) In case of consortium being declared as successful bidder, the members undertake to keep the Consortium alive till the completion of the Contract
7	34	3(B)(1)	Bid Preparation & Submission - Cover 02nd Financial Cover	Capex Cost for Establishment of Call-Centre 30-Seater Call-Centre, Scalable upto 60 Seats	Please provide list of items with Qty. to be procured with configuration for point no. 2, 3,4, & 5. Please confirm area of premises to be refurbished	Intended bidder(s), as per its expertise & experience, are free to decide about the configuration of equipment, including IT, Non-IT & other, if any, so as to ensure its operation, running & maintenance, continuity, replacement, etc. during the intended Contract Period of Project i.e., five (5) years.  With respect to area of premises to be refurbished, in view of remoteness of location and other allied factors, and accordingly to avoid any margin of error, it has been requested to all the intended bidders to visit the premises so as to have a fair idea about the same in light of intended scope of work/ services.
8	38	4(b)	Earnest Money Deposit (EMD)	EMD shall be in the form of CDR/ FDR, form any Scheduled/ Nationalized Bank, pledged to the FA & CAO, NHM, J&K	Please allow Bank Guarantee submission for EMD instead of CDR/FDR. NHM across India in similar projects is accepting EMD in the form of BG	Not Accepted
9	42	9(a)	Performance Bank Guarantee (PBG)	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	Please confirm that Performance BG is to be given only for OPEX contract value only	Kindly Refer Corrigendum cum Addendum Issued in this regard
10					Whether Toll free charges will have to be paid by selected service provider	In first instance, all monthly operational/ Running & Maintenance expenses, including cost of support staff, if any, training/ refresher training, etc. will have to be borne by the approved Service Provider, as per monthly charges quoted in BoQ
11					Please confirm whether Service Provider shall comply with the provisions of all laws including employment and labour laws, rules, regulations and notifications issued there under from time to time (such as minimum wages Act, Payment Wages Act, EPF Act, ESI, shop and establishment act, Payment of Bonus, Payment of Gratuity and contract labour act etc.) during tenure of the contract period of 5 years	Yes

Queries of Intended Bidders Discussed during Pre-Bid Meeting regarding NIT No.: 07 of 2020 Scheduled on 13th March 2021 from 03.00 PM onward at State Health Society NHM Nagrota, Jammu and Kashmir

Establishment of Integrated 104 - Centralized Call Center cum Health Helpline in Jammu & Kashmir on Build-Operate-Transfer (BOT) Basis

S. No.	Page No.	Clause No.	Major Clause Head	Detailed Content of Clause	Query/ Representation of Bidder(s)	Comment(s) of Tendering Committee State Health Society NHM J&K
12					Whether unavailability of internet services and telephone connectivity beyond control of service provider will be exempted for penalties towards non-availability of services	Kindly Refer Corrigendum cum Addendum Issued in this regard
<b>B Intended - 2</b>						
1	32	2(e)	Eligibility Criteria	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	Please consider experience of any 3 years during last 5 years	Not Accepted
2	32	2(h)	Eligibility Criteria	Bidder should have minimum 100 Call Center Executive(s), on its roll, working across Call Centres/ BPOs across India	Please confirm whether this manpower strength has to be on roll on bid date OR on any day during last 3 Financial Years	Word 'Working' intends 'As on Bid Date'
<b>C Intended Bidder - 3</b>						
1	8	2(B)(i)		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)	Kindly increase Beta period duration from 3 months to 6 months	Kindly Refer Corrigendum cum Addendum Issued in this regard

Queries of Intended Bidders Discussed during Pre-Bid Meeting regarding NIT No.: 07 of 2020 Scheduled on 13th March 2021 from 03.00 PM onward at State Health Society NHM Nagrota, Jammu and Kashmir

Establishment of Integrated 104 - Centralized Call Center cum Health Helpline in Jammu & Kashmir on Build-Operate-Transfer (BOT) Basis

S. No.	Page No.	Clause No.	Major Clause Head	Detailed Content of Clause	Query/ Representation of Bidder(s)	Comment(s) of Tendering Committee State Health Society NHM J&K
2	9	2(B)(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.	IP rights of Software will be with the bidder and will be licensed to the Govt during or post contract	As already stated in SBD, "Approved Service provider, at the end of contract period, should have to provide call centre 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 have to 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".
3	10	2(B)(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 3rd party professionals. Likewise, IPRs of any 3rd 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	We request the Govt to kindly relax the clause pre-existing IPRs of the agency	As already stated in SBD, "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 3rd party professionals. Likewise, IPRs of any 3rd 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".
4	10	2(c)(b)(i)	In-bound Health Desk – 104	Give high priority to the complaints regarding female feticide and infanticide and forward the information to the nearest enforcement authority	Request the Govt to give clear guidelines and SOPs for this activity as anonymous calls of complaint of this nature (by Neighbours/ relations etc) are likely to be more. Some calls from ASHAs also may come.	All existing Guidelines & SOPs will be shared with the approved Service Provider post finalization of NIT and issuance of LoI. Additional, SOPs, if required, will also be framed and shared with the approved Service Provider.  As contemplated by intended bidder(s) during Pre-Bid meeting, it is advised that any Software/ Solution, which it propose to deploy for call centre, will be capable enough to imbibe any existing, as well as unforeseeable customization likely to arise in future.
5	11	2(C)(d)(I)(2)	Interactive Voice Response System (IVRS)	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	It is difficult to identify the region from which the call is originating. Alternatively, we can propose it in IVRS where the caller will select based upon his required language so that he will be greeted and addressed in the desired language.	Kindly Refer Corrigendum cum Addendum Issued in this regard
6	12	2(C)(d)(I)(3)	Interactive Voice Response System (IVRS)	Include Speech Recognition Engine in order to support and interpret multiple languages, especially Hindi/ English and local Regional languages including Kashmiri/ Dogri/ Gozri/ Urdu	We request the Govt to kindly relax this clause	Not Accepted



Queries of Intended Bidders Discussed during Pre-Bid Meeting regarding NIT No.: 07 of 2020 Scheduled on 13th March 2021 from 03.00 PM onward at State Health Society NHM Nagrota, Jammu and Kashmir

Establishment of Integrated 104 - Centralized Call Center cum Health Helpline in Jammu & Kashmir on Build-Operate-Transfer (BOT) Basis

S. No.	Page No.	Clause No.	Major Clause Head	Detailed Content of Clause	Query/ Representation of Bidder(s)	Comment(s) of Tendering Committee State Health Society NHM J&K
7	12	2(C)(d)(I)(4)	Interactive Voice Response System (IVRS)	Support Text to Speech (TTS) capability especially for English	We request the Govt to kindly relax this clause	Not Accepted
8	12	2(C)(d)(I)(3)	Interactive Voice Response System (IVRS)	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.	We request the Govt to kindly relax this clause	Not Accepted
9	14	2(D)	Staff required in Call Center		We request the Govt to kindly consider separate Manpower for Quality Audit of the calls as it is not mentioned in the Manpower and this has also implication on SLAs	As per detailed deliberations during Pre-Bid meeting, any of the intended bidder(s) are free to engage separate manpower for quality audit of the calls as its own level and expense.  Further, as already stated in SBD, "If required, the Mission Director, NHM, J&K may appoint a 3rd Party (Individual or Agency) for undertaking the review of the performance of the approved Service provider". Such 3rd Party Auditor/ Agency may be from the State Health Society NHM/ H&ME, J&K. Any charges on account of the same, if any, shall be borne by the State Health Society NHM J&K.
10	15	2(D)(2)	Staff required in Call Center	Call-Center Supervisor(s) – One Minimum Qualification: Post-Graduation from any recognized university with Diploma in Computer Applications from any recognized institution Minimum Experience: Two (2) years post qualification experience in a call centre out of which at least one (1) year should be in supervisory capacity	We request the Govt to kindly consider "Diploma in Computer Applications" as preferred rather mandatory	Not Accepted
11	15	2(D)(4)	Staff required in Call Center	Call Center Executive(s)/ Health Advisor(s) - 20 Minimum Qualification: Graduation from any recognized university with Diploma in Computer Applications from any recognized institution. One (1) year post qualification experience in Call Center Industry Minimum Experience: During 01st 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	We request the Govt to kindly consider "Diploma in Computer Applications" as preferred rather mandatory	Not Accepted
12	16	3(i)(a)	Call Center Functioning	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)	We request to waive off the penalties incurred due to unexpected events such as Natural calamities / epidemics / pandemics etc.,	All the penalty(ies) will be evaluated in light of prevailing circumstances read with 'Clause (18) - Savings Clause' of SBD, and decided accordingly after according suitable opportunity of being heard to the approved Service Provider. In this context, decision of the Mission Director NHM J&K will be final and binding upon all the parties.

Queries of Intended Bidders Discussed during Pre-Bid Meeting regarding NIT No.: 07 of 2020 Scheduled on 13th March 2021 from 03.00 PM onward at State Health Society NHM Nagrota, Jammu and Kashmir

Establishment of Integrated 104 - Centralized Call Center cum Health Helpline in Jammu & Kashmir on Build-Operate-Transfer (BOT) Basis

S. No.	Page No.	Clause No.	Major Clause Head	Detailed Content of Clause	Query/ Representation of Bidder(s)	Comment(s) of Tendering Committee State Health Society NHM J&K
13	16	3(i)(e)	Project Deliverables - Call Centre Functioning	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	But at >180 Calls per Executive/ Day is mentioned as desired level. Please clarify.  Further, even 160 Outbound call @ 3.5 minutes CHT, it is not possible for The CC executive to handle per day.  We request the Govt to kindly reduce the no of calls to 120 calls for all valid and invalid calls	To ensure optimal utilization of resources towards intended objective of calls centre, desired performance level with respect to "Call handling Efficiency of Executives Managing Outbound calls" has been prescribed as "> 180 Calls per Executive/ Day". Whereas said performance level is desired, No Penalty as been prescribed in case of failure to achieve the same by the call centre executives which may be on account of multifarious reasons.  Performance of call-centre executive(s) with respect to "Call handling Efficiency of Executives Managing Outbound calls" will be monitored during 'Beta' Period, and accordingly 'Desired Level' will be suitable modified, if required, for remaining 'Business as Usual Period'.
14	21	-	Expected Service Level Parameters		In the RFP there are multiple SLAs defined namely -System Availability -Calls Attended -Abandoned Call Rate etc. Request the Govt to have a consolidated version of SLAs for ease of Monitoring/ Tracking/ Payments etc	Not Accepted
15	22	4	Service Levels	System Availability (Uptime for In-Bound & Out-Bound Calling facilities)	We request that system availability also be considered on point basis rather than deduction of "x" percentage of the Opex billing value	Not Accepted
16	22	4	Service Levels	Call Queue Waiting Time, also known as Average Call Response Time (ACRT) or Average Speed of Answer (ASA)	We request that a note for exceptions should be added as call volume will fluctuate depending on Local/ National events/ Pandemics.	Not Accepted
17	32	2(e)	Eligibility Criteria	Bidder shall have minimum three (3) years of experience in BPO/ Call Center Industry	Request the Govt to kindly consider the only experience of handling health helpline instead of BPO/ Call centre	After threadbare discussions, it is observed that intended bidder(s) have raised similar query(ies) without comprehending the intent of Eligibility Criteria set-in-forth in SBD, wherein use of term 'Similar Services', itself connotes BPO/ Call Centre for healthcare services.  Further, in view of comprehensive scope of work, and accordingly to ensure maximum participation of potential & otherwise qualified bidder(s), it is clarified that any such bidder(s) having "minimum three (3) years of experience in any other BPO/ Call Center Industry to any Govt./ Semi-Govt. Deptt./ Govt. Co." may represent its case, alongwith all substantiating documents, to the Mission Director NHM J&K latest by 24th March 2021, who will review the facts and accordingly decided about eligibility, or otherwise, of such intended bidder(s). Decision of the Mission Director NHM J&K will be final and binding upon all the parties without any further correspondence in this regard.
18	32	6(IV)(6)	Role & Responsibility of National Health Mission, J&K	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)	IEC plays a key role in ensuring the optimal utilization of call centre. Based on our experience there are other various activities required apart from advertisement. Hence we propose to Govt to involve selected Service Provider for rolling out IEC strategies	Partially accepted in the manner that State Health Society NHM/ H&ME Deptt. J&K, may at its discretion but not under any obligation to do so, consult approved Service Provider for rolling out IEC strategies

Queries of Intended Bidders Discussed during Pre-Bid Meeting regarding NIT No.: 07 of 2020 Scheduled on 13th March 2021 from 03.00 PM onward at State Health Society NHM Nagrota, Jammu and Kashmir

Establishment of Integrated 104 - Centralized Call Center cum Health Helpline in Jammu & Kashmir on Build-Operate-Transfer (BOT) Basis

S. No.	Page No.	Clause No.	Major Clause Head	Detailed Content of Clause	Query/ Representation of Bidder(s)	Comment(s) of Tendering Committee State Health Society NHM J&K
19	34	3(B)(1)	Bid Preparation & Submission - Cover 02nd Financial Cover	Capex Cost for Establishment of Call-Centre 30-Seater Call-Centre, scalable upto 60 Seats	We request the Govt to clarify whether CAPEX for scalable seats i.e. From 30 to 60 should be considered in the financial quote as in case of seats increment there will be cost incurred for IT & Non-IT requirement  Rates for additional seats will depend on various factors like renovation, IT Infra, Non-IT Infra, market prevalence rates etc. Hence we request to take this at separate cost on mutually agreed basis	As already stated in SBD, "Cost attributed to corresponding infrastructure with respect to increased No. of Seat(s) from 30 to 60, or part thereof, if required, 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".  For further details, intended bidder(s) may refer to Section "5 - Augmentation/ Expansion of Call Centre Capacity" in SBD
20	38	4(b)	Earnest Money Deposit (EMD)	EMD shall be in the form of CDR/ FDR, form any Scheduled/ Nationalized Bank, pledged to the FA & CAO, NHM, J&K	Request the Govt to kindly also consider other mode of payments like Online Transfer through NEFT/ RTGS transfer/ Demand Draft etc along with CDR/ FDR	Not Accepted
21	39	6	Evaluation of Bids	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	Firstly, we request Govt. to adopt and follow the QCBS (Quality-cum-cost based) selection method for selecting the bidder instead of L1 QCBS selection method will lead to selection of experienced and technically strong bidders which in turn leads to successful implementation and operation of the project In case of non adoption of QCBS method, we request the Govt to kindly define the technical evaluation parameters with weightages to assess the experience/ financial capacity/ technical capacity/ medical Algorithms/ Clinical Decision Support system etc under stage 2 and to qualify the Service Providers for next stage	Not Accepted
22	-	-	-	Exit Clause for bidder not available	Request the Govt to kindly include "exit clause" in the RFP	Not Accepted. Any "Cancellation/ Termination of Rate Contract:" shall be for reasons/ under occurrences stipulated in Clause (15) of SBD
<b>D</b>	<b>Intended Bidder - 4</b>					
1	6	1(i)	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)	Who will bear the rent and electricity, maintenance cost for the existing premises? Bidder or NHM?	In first instance, all monthly operational/ Running & Maintenance expenses, including cost of support staff, if any, training/ refresher training, etc. will have to be borne by the approved Service Provider, as per monthly charges quoted in BoQ

Queries of Intended Bidders Discussed during Pre-Bid Meeting regarding NIT No.: 07 of 2020 Scheduled on 13th March 2021 from 03.00 PM onward at State Health Society NHM Nagrota, Jammu and Kashmir

Establishment of Integrated 104 - Centralized Call Center cum Health Helpline in Jammu & Kashmir on Build-Operate-Transfer (BOT) Basis

S. No.	Page No.	Clause No.	Major Clause Head	Detailed Content of Clause	Query/ Representation of Bidder(s)	Comment(s) of Tendering Committee State Health Society NHM J&K
2	7	2(A)	Refurbishment of Call Centre Premises	It is proposed that the 104 Service call centre software need to be hosted on a cloud platform	Kindly confirm whether the cloud should be private cloud or public cloud and should the data centre be in JK or anywhere in the country.  What would be the billing model in case of Public cloud	As per existing SBD: "104 Service call centre software need to be hosted on a cloud platform; Cloud based solution should have Disaster Recovery Solutions as well; Servers of cloud-based call centre shall be located within the Country".  After detailed deliberations on pros & cons of Cloud vis-a-vis Physical Servers, predominantly the cost involved, which may likely to have significant impact on overall financial implications of the Project, State Health Society NHM J&K intends to look for Cloud based solution in-stead of Physical Server based solution. The same is without any reservation with respect to Private or Public or Hybrid Cloud. However, the intended bidder(s) shall have to ensure strict 'Data Security' as contemplated in SBD, and in case of any breach, whether material or immaterial and with or without the knowledge/ consent of the approved Service Provider, shall have to be dealt with as enshrined in SBD.  Billing model shall be as per the nature of Cloud used by intended bidder(s) for deployment of Call Centre solution, i.e., whether Purchased/ Rented/ Leased, and accordingly may be added in CAPEX cost or monthly OPEX
3	8	2(B)(i)	Establishment of Integrated 104 - Centralized Call Center cum Health Helpline	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	End to end Procurement of IT hardware takes about 50 days. Setting up the hardware would take 25 days including PRI connectivity. Application deployment would take 10 days. End User testing would take 20 days. Go-live would take another 15 days  Requesting to revise the implementation timeline from 90 days to 120 days	Kindly Refer Corrigendum cum Addendum Issued in this regard
4	9	2(B)(x)	Hardware, Software, Telecom facilities	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	How will bidder provide information of make and model if the setup is hosted on public cloud	In case any of the intended bidder(s) opts to deploy Public Cloud for the intended call centre solution, it will have to provide all the significant details associated with the same, inter-alia Location, Cloud Model (SaaS/ PaaS/ IaaS), Storage Space Leased/ Rented with special emphasis on Security Measures, etc.
5	9	2(B)(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	If the product is sourced from third party, then the third party will be providing support to NHM, J&K after conclusion / termination of contract. Source code will not be handed by the OEM. Hope that is ok	Not Accepted.  Intended bidders are advised to strictly ensure requirements of SBD

Queries of Intended Bidders Discussed during Pre-Bid Meeting regarding NIT No.: 07 of 2020 Scheduled on 13th March 2021 from 03.00 PM onward at State Health Society NHM Nagrota, Jammu and Kashmir

Establishment of Integrated 104 - Centralized Call Center cum Health Helpline in Jammu & Kashmir on Build-Operate-Transfer (BOT) Basis

S. No.	Page No.	Clause No.	Major Clause Head	Detailed Content of Clause	Query/ Representation of Bidder(s)	Comment(s) of Tendering Committee State Health Society NHM J&K
6	11	2(C)(c)	Operations & Maintenance of Call Center	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 centre 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.	What is minimum seats capped for the monthly billing because reduction in seats will also need to incorporate in billing and costs.	As already stated in SBD, "The approved Service provider is required to run the call centre operations with 30 Seats 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".  The same shall also apply in case NHM decides to run call centre with few seats only for in-bound calling during the extended hours of operations.
7	13	2(d)(VII)(4)	Technical Infrastructure	There should be proper Business Continuity and Disaster Recovery Plan and process in place during the entire 3 Contract period	Kindly share the expectations on DR. Do you need near DR or far DR. Can we host the application on public cloud so that we get the features at reduced cost	As per existing SBD: "104 Service call centre software need to be hosted on a cloud platform; Cloud based solution should have Disaster Recovery Solutions as well; Servers of cloud-based call centre shall be located within the Country".  After detailed deliberations on pros & cons of Cloud vis-a-vis Physical Servers, predominantly the cost involved, which may likely to have significant impact on overall financial implications of the Project, State Health Society NHM J&K intends to look for Cloud based solution in-stead of Physical Server based solution. The same is without any reservation with respect to Private or Public or Hybrid Cloud. However, the intended bidder(s) shall have to ensure strict 'Data Security' as contemplated in SBD, and in case of any breach, whether material or immaterial and with or without the knowledge/ consent of the approved Service Provider, shall have to be dealt with as enshrined in SBD.
8	15	2(D)	Staff required in Call Center:	Call Center Executive(s)/ Health Advisor(s): Graduation from any recognized university with Diploma in Computer Applications from any recognized institution. One (1) year post qualification experience in Call Center Industry	Can plus 2 candidates be considered while hiring call centre executives?	Not Accepted
9	19	4	Service Levels	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	What is scheduled time line expected against each parameter?	Intended Bidder(s) may refer SBD inter-alia 'Clause (10) - Key Performance Indicators'

**Queries of Intended Bidders Discussed during Pre-Bid Meeting regarding NIT No.: 07 of 2020 Scheduled on 13th March 2021 from 03.00 PM onward at State Health Society NHM Nagrota, Jammu and Kashmir**

*Establishment of Integrated 104 - Centralized Call Center cum Health Helpline in Jammu & Kashmir on Build-Operate-Transfer (BOT) Basis*

S. No.	Page No.	Clause No.	Major Clause Head	Detailed Content of Clause	Query/ Representation of Bidder(s)	Comment(s) of Tendering Committee State Health Society NHM J&K
10	21	4	Expected Service Level Parameters	Performance of call centre in the billing month and score calculation	There are 6 parameters each has max point of 20. hence if all 6 are achieved then it will be 120 points, please confirm. Whether any extra incentive allowed for the points earned above 100?	It is clarified that there are 'No Extra Incentives' for Points Scored in excess of 100
11	23	4	Abandoned Call Rate	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	Call abandon for less than 5 second should be excluded for penalty calculation	Not Accepted as without Proper Justification
12	24	4	Call Quality Score	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	SLA is mentioned for the % of calls attended, however as per the clause objective SLA % should be call scores. Scores against penalty, should also be revised accordingly	Kindly Refer Corrigendum cum Addendum Issued in this regard
13	32	2(i)	Eligibility Criteria	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	Please allow all the companies except those Companies / Societies / Trusts or whose Directors / Members / Trustees have been debarred, blacklisted, banned, prohibited or convicted to participate in the tender	Kindly Refer Corrigendum cum Addendum Issued in this regard
14	32	6(IV)(7)	Role & Responsibility of National Health Mission, J&K	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)	We request you to consider monthly payment as even SLA calculation is happening monthly and it will be easy for bidder to operate the monthly expenses smoothly.	Presently Not Accepted. However, the same shall be reviewed during Beta Period and will be finalized accordingly.
15	32	2(d)	Eligibility criteria	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	Can the experience of 108/102/etc call centre will be considered as similar services?	BPO/ Call Centre for 108/ 102 Services may be considered as 'Similar Services'
16	43	11(a)(i)	Validity of Rates and Escalation Clause	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	We request you to consider the rate of 5% increase on every year based on the rate of preceding years. The RFP term currently mentioned will result escalation less than 5% YOU basis whereas costs for the services keeps on increasing.. Hence 5% escalation on the preceding year rate is justified.	Not Accepted

**Queries of Intended Bidders Discussed during Pre-Bid Meeting regarding NIT No.: 07 of 2020 Scheduled on 13th March 2021 from 03.00 PM onward at State Health Society NHM Nagrota, Jammu and Kashmir**

*Establishment of Integrated 104 - Centralized Call Center cum Health Helpline in Jammu & Kashmir on Build-Operate-Transfer (BOT) Basis*

S. No.	Page No.	Clause No.	Major Clause Head	Detailed Content of Clause	Query/ Representation of Bidder(s)	Comment(s) of Tendering Committee State Health Society NHM J&K
17	19 - 24		SLA Parameter	Tables for SLA matrixes	There are 3 tables mentioned against SLA Parameters - Page 19, Page 21 and page 22 to 24. We request you to confirm against which parameter how much payment will be made..	As already stated in SBD, a) Penalty(ies) prescribed at Pg. No. (19) intends to monitor broad efficacy of the Project; b) Penalty(ies) at Pg. No. (21) stipulates scoring methodology for 'Average Call Handling Time (ACHT)' as well as Daily Reporting by Call Centre Staff; and c) Penalty(ies) at Pg. No(s). 22 to 26 deals with individual performance measures. In case of any breach in Service Level(s), associated penalty(ies) with respect to corresponding Project Performance Measures shall apply. However, as already stated in SBD, "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".
18	42-43		Key performance indicators	Running the call centre operations with number of seats and timings determined by Mission Director, NHM with both inbound and outbound calls	Whether outbound call charges be reimbursed? Since currently bidder won't be able to estimate the outbound call time hence the estimation of expenses towards building in model cost is difficult. Request you to keep outbound call charges reimbursed at actuals	Not Accepted As already stated in SBD, "All monthly operational/ Running & Maintenance expenses, including cost of support staff, if any, training/ refresher training, etc. will have to be borne by the approved Service Provider, as per monthly charges quoted in BoQ"

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