

Z-18022/01/2023/NML
National Medical Library
Directorate General of Health Services
Government of India
Ministry of Health & Family Welfare
Ansari Nagar, Ring Road,
New Delhi- 110 029


The Director, National Medical Library, New Delhi invites sealed Tenders under two bid systems for and on behalf of the President of India, for subscription of **Clinical Key Database** for the period of 01 year (w.e.f. award of supply order) from reputed Publisher or their authorized agents/dealers/distributors, who can provide after sales service.


The full details with Terms & Conditions are contained in the tender document. All the relevant documents ensuring fulfilment of terms & conditions along with EMD must be enclosed with the tender. The Director, NML reserves the right to accept or reject any or all or in parts of the tender document without assigning any reason.

1. Price per Tender Set is Rs.500/- (Rupees Five Hundred Only) in the form of D.D. in favour of "Pay & Accounts Officer, Safdarjung Hospital, New Delhi", payable at New Delhi. The tender documents can also be downloaded from the website <https://eprocure.gov.in/eprocure/app> or <https://nationalmedicallibrary.in> and can be submitted along with demand draft of Rs.500/- in favour of "Pay & Accounts Officer, Safdarjung Hospital, New Delhi", payable at New Delhi towards the cost of tender document. Tender form is not transferable.
2. All the relevant documents ensuring fulfilment of terms & conditions along with EMD must be enclosed with the technical bid.
3. Last date and time of receiving sealed tenders by hand or by post is **08.03.2024** by **01.00 PM**. The Director, NML/office of DGHS shall have no responsibility for delay or non-receipt of Tender Documents sent by post. Tender received after the due date & time shall not be accepted.
4. (i) Date and time for opening the Tenders and thereafter Technical Bids is on **08.03.2024 at 02.00 PM**.
(ii) The Date and time of opening of Financial Bids (Only for Short-listed Firms) will be intimated later.
5. Tender Validity - Tender shall remain valid for a period of 180 days from the date of tender opening/ extended date of opening (if any). Tender received for shorter validity period shall be rejected.
6. Contract period- The contract period shall be for a period of one year initially, from the date of issue of the supply order which shall be extended further on year to year basis at the discretion of the Director, NML/office of DGHS, if the services provided are found satisfactory subject to a maximum period of three years.
7. Tender to be submitted by the bidders shall not and cannot be conditional.

8. Purchaser :-

THE PRESIDENT OF INDIA
THROUGH THE DIRECTOR
NATIONAL MEDICAL LIBRARY (DGHS)
ANSARI NAGAR, RING ROAD, NEW DELHI - 110029


सति कुमारी अम्मा वी. /Sathi Kumari Amma V.
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Asstt Librarian & Information Officer
राष्ट्रीय आयुर्विज्ञान पुस्तकालय/National Medical Library
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संस्थान/Institution/Directorate General of Health Services
संस्थान/Institution/Ministry of Health and Family Welfare
सरकार/Ministry of Health and Family Welfare
अंसरी नगर, रिंग रोड, नई दिल्ली/Ansari Nagar, Ring Road, New Delhi-110029


डा. (प्रो.) बी. श्रीनिवास
Dr. (Prof.) B. Srinivas
निदेशक (स.आ.पु.) / Director (NML)
नई दिल्ली-29 / New Delhi-29

INSTRUCTIONS TO BIDDERS

A. Submission of Tender Document: -

Tender is invited under Two Bid System i.e. Technical Bid (Envelope A) & Financial Bid (Envelope B) which should be as under:-

- i. **Envelope 'A' should contain Technical Bid as per 'Annexure -B'** along with EMD of appropriate amount in the form of FDR/BG. Demand Draft of Rs.500/- towards cost of tender documents should also be enclosed along with Technical Bid in case tender documents are downloaded from the website. This sealed envelope is to be super-scribed as "*Envelope- 'A' - Technical Bid*"
- ii. **Envelope 'B' should contain Financial Bid as per 'Annexure-C'**. This sealed envelope is to be super-scribed as "*Envelope 'B'- Financial Bid*".

Both the above sealed envelopes i.e. Envelope A and Envelope B along with the prescribed covering letter (Annexure-A) are to be placed in another sealed envelope super-scribed as "*Tender for subscription of Clinical Key under NML-ERMED consortium run by NML, New Delhi*". The inner and outer envelopes shall be addressed to the following address and shall be submitted /dispatched so as to reach before the expiry date and time for submission of the Bids.

THE DIRECTOR
NATIONAL MEDICAL LIBRARY
ANSARI NAGAR, RING ROAD, NEW DELHI – 110029.

Financial Bids of only those bidders who are short listed on the basis of Technical Bid shall be opened and considered for award of contract for *subscription of Clinical Key*.

B. Earnest Money Deposit and Security Deposit: -

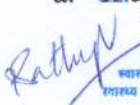
The bidder shall submit Earnest Money Deposit (EMD) of Rs.10,58,000/- (Rupees Ten Lakhs and fifty eight thousand only) long with the tender for supply of Clinical Key Database under NML-ERMED Consortium. The EMD will be submitted in the form of FDR/Bank Guarantee (from scheduled commercial Bank) in favour of "Pay & Accounts Officer, Safdarjung Hospital, New Delhi", payable at New Delhi. *The EMD shall be valid for 225 days from the date of tender opening/extended date of opening (if any)*. The EMD will not carry any interest on it. The EMD will be refunded in full on receipt of request from the unsuccessful bidders after the finalization of tender. However, in case of tenders accepted for supply of Clinical Key Database, the EMD will be refunded only after deposition of the Security Deposit by successful bidders. The Proforma for Bank Guarantee for EMD is at Annexure-D.

The successful bidders will be required to deposit Security amount @ 10% of the total value of the order (for Clinical Key Database) in the form of Fixed Deposit / Bank Guarantee (scheduled commercial Bank) in favour of "Pay & Accounts Officer, Safdarjung Hospital, New Delhi", payable at New Delhi. FDR/BG is to be *valid for a period of 15 months from the date of award of the contract*. The Security Deposit shall remain in the custody of "SO/DDO", NML till the supply of ordered database is completed. The Proforma for Bank Guarantee for Performance Security Deposit is at Annexure-E.

The successful bidder/Agent/Vendor will have to enter in to *an agreement on a Non Judicial stamp paper of appropriate value, the cost of which has to be borne by the bidder/Agent/ Vendor itself*, and to make necessary arrangement to conduct tripartite MOU between Publisher, Agent/Vendor and NML for the supply of Clinical Key Database under NML-ERMED Consortium as per the International Copyright Act.

The EMD/ Security Deposit may be forfeited:

- a. ~~If a bidder withdraws his bid during~~ the period of bid validity specified by NML on the bid form (or)


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- b. In case, if the bidder fails to sign the contract, (or)
c. If a bidder seeks change in terms and conditions specified in the tender document or the bid after opening of the bids/tenders and will be treated as Breach of Tender conditions.

C. Period of validity of bids:- Bids should be valid for 180 days from the date of their opening by the NML. *A bid valid for a shorter validity period shall be rejected by the NML.* In exceptional cases, the NML may solicit the consent of the bidder to an extension of the period of validity. The request and the responses there to, shall be made in writing (or by fax). A bidder may refuse the request without forfeiting its bid security.

D. Details of Requirements:- Supply of Clinical Key Database package offered by the Publishers on order.

E. Deadline for submission of bids: - Bids must be received at the address specified above not later than the time and date specified in the invitation for bids.

NML/office of DGHS may use its discretion to extend the deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the NML and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

F. Late bids:- Any bid received by the NML after the deadline for submission of bids prescribed by the NML will be rejected and / or returned unopened to the bidder.

G. Right to accept / reject any or all bids rest with the NML:- NML/office of DGHS reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids at any time prior to award of contract or supply order without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the NML's action.


H. Placing Order: -


- a) Orders will be placed to the successful bidders only when the bidder submits signed terms and conditions based on their quotations and negotiations with them.
b) NML/office of DGHS reserves the right to select/alter consortia member institutes (Annexure-I) on administrative / financial grounds.
c) The supply orders will be awarded to L-1 vendor(s), (who offered maximum discount) to the maximum extent possible, if the rates quoted by two or more vendors is the same, supply order will be divided equally between different vendors.

I. The bidder is expected to examine all the instructions, form, terms and conditions in the bidding documents. Failure to furnish all the information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of the bid.

J. The Bidder shall submit an affidavit stating that the bidder has not been black listed by any Government/Quasi-Government institution on Non Judicial stamp paper attested by Public Notary. Annexure-F

K. Only those bidders, who agree with the terms and conditions specified by NML in the Tender Document may submit their tender.


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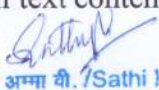
**TERMS AND CONDITIONS FOR SUPPLY OF CLINICAL KEY Database under NML-ERMED
CONSORTIUM**


A. ELIGIBILITY: -

- (i) The Agent/Vendor should have minimum latest 3 years' experience in supplying e-books/ database /e-journals to Government, Quasi-Government, and State Government and to reputed Indian institutions.
- (ii) Enclose supporting documents—Supply orders from three different institutes and enclose good performance certificate from the same institutes for the year 2020-21, 2021-22 and 2022-23 or latest.
- (iii) The Agent/Vendor should have supplied e-books/database/e-journals minimum costing Rs. 50.00 lakhs to one Institute in each year during last 3 years (2020-21, 2021-22 and 2022-23 or latest).
- (iv) The Agent/Vendor should have minimum annual turnover of Rs. 3.00 crores per year during last 3 years (2020-21, 2021-22 and 2022-23 or latest).
- (v) Enclose a copy of valid PAN card should be in the name of the firm/agency and Enclose copies of ITR for the last three Assessment years from 2021-22, 2022-23 and 2023-24 or latest. (Financial years 2020-21, 2021-22 and 2022-23 or latest).
- (vi) Bidders, who have been disqualified due to their poor performance in the previous year for supply of e-journal, print medical journals, and books at National Medical library need not submit their bids, the bids will not be considered for award of contract for supply of database for ERMED consortium.

B. For Clinical Key Database:-

- (1) Access to database of Licensors shall be provided to consortium members on the basis of following options:-
 - a. All the content to all the selected NML-ERMED members as per the supply order.
 - b. Access to NML will be free of charge since it is a Nodal Institute and all the contents covers under the Clinical Key Database will also be accessed at NML and DGHS/MOHFW, Nirman Bhavan, New Delhi.
- (2) Access to members shall be through Internet Protocol (static) IP. In the user institutes where static IP does not exist the licensors shall provide access through login and password.
- (3) The licensors shall provide the NML and licensee the usage statistic report on monthly basis as per the details provided at the Annexure-H and first report must be submitted within Thirty days after award of the contract to vendor. Vendors/Publishers have to develop/provide a mechanism so that statistics of usage by the end users of the member institutes of ERMED Consortium may be opened/printed at NML and the office of DDG, Directorate General of Health Services, M/o of Health & Family Welfare, Nirman Bhavan, New Delhi.
- (4) The new contents added during the contract period shall be provided access at no additional charge.
- (5) The NML shall be treated as the administrative Head Quarter for all the administrative and financial issues related to the supply of Clinical Key Database package from the Publishers.
- (6) Access to all full text contents/database available in electronic form with the Publisher are to be provided.


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(7) Training and trouble shooting at site - Publishers and vendors are required to provide adequate number of publicity material brochure, posters, user manual and support material both in print and electronic form for building user awareness.

(8) Publishers and vendors are required to provide support in case of any access problem faced by the member of ERMED. They should have sufficient number of staff to visit sites of ERMED members and solve problem related to electronic access.

(9) Publishers and vendors required to conduct 'Train-the Trainer' Sessions / workshops for library professionals of ERMED member institutes located in different parts of the country without at no extra cost to NML.

(10) Publishers and vendors are required to provide 'Users Training and Awareness' programme to facilitate optimum utilization by the end users.

(11) The ERMED members are required to make their own computer infrastructure arrangement along with the static IP address and adequate internet facility to justify the best use of the expenditure made through the NML-ERMED Consortium. They are expected to arrange audio visual facility, Internet facility, venue and hospitality for training and awareness programme in their own institutes.

(12) Vendors and Suppliers, who agree with the Terms and Conditions specified by NML in the tender document, may submit their Tender.

(13) The publishers/Vendors must agree that in any of the selected product is available to NML/ERMED/Any of its individual member through ONOS or another Consortium, the Publisher/Vendor should refund the proportionate amount to NML. In case, the Publisher/Vendor is not agree on this point, they should not participate in the bid.

C. PERMISSIBLE USE:-

(1) Allow selected members of NML-ERMED consortium to have access to licensed material from the Clinical Key Database through platform i.e. ermed.in via the secure network of the institutions.

(2) All the members have to ensure that they will be using the ERMED resources only for academic purpose and it will not allow any commercial use of the resources for any monetary gain as per the International Copy Right Act applicable to Indian and Foreign journals.


D. PAYMENT:-

(1) The payment for Clinical Key Database to publishers will be forwarded through selected vendor(s) by NML for Government medical colleges/institutes. No direct payment to publisher for this database is to be made without having permission from NML.

(2) Upon submission of Agent's Invoice along with Remittance proof, Publisher's Price Proof, Agreement, Bank conversion certificate (scheduled commercial bank).

- Initially National Medical Library shall release 90% of the invoice amount and the remaining 10% amount will be withheld and released only after submission of accessibility certificate of Clinical Key Database from the member institutes of Consortium (selected).
- Payment will be made through online mode (NEFT/RGTS, etc.) after deducting TDS/GST as per Government of India rules.
- Multiple year agreement will be invoiced annually and subscription prices should not increase by 2-4 % each year.


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(3) The vendors are required to ensure access of all content of database immediately and sign the tripartite MOU (Memorandum of Understanding) between NML, Publisher and Vendor/Supplier. Annexure-G.

(4) In the event the access to license material is stopped from the Licensor's end due to any problem, licensee/subscriber user institute etc. shall be allowed access for the same period/time as the break down, after the term of the contract or licensee/subscriber shall deduct the proportionate amount from the fees payable to the licensor or the licensor shall refund the proportionate amount to the licensee/subscriber.

(5) NML or its implementing agency as licensee/subscriber recognizes that following are obligations on its part.

(6) (a) Maintaining the integrity of the licensed products, and
(b) Ensuring access to and use of license product is limited to authorized and registered users as defined in the contract.

(7) The licensee/subscriber shall not be responsible for any sales tax, VAT/service tax or other taxes levied by the country of the publisher/vendor or any other license fee or any other hidden cost except the agreed invoiced amount. In case sales tax/VAT/service tax or any other tax is imposed by the country of either party after the date of agreement entered into, the same will be borne by the respective party as of that country.

(8) The agreed terms and conditions can't be altered without mutual consent, in writing of both the parties.

(9) The licensor's liability to licensee/subscriber shall be to a sum equal to the access fee paid by licensee/subscriber, if things go wrong on the part of licensor.

E. **Subscription:-** NML, New Delhi does not bind itself to accept the lowest bid and also reserves the right of rejecting any or all of the tenders without assigning any reason for the same.

The selected Agent/Vendor upon receipt of confirms order shall process institutional subscription and make advance payment to the publisher on behalf of National Medical Library. *The Agent/Supplier shall ensure that the database subscribed by NML for the NML-ERMED consortia members are not to be supplied to ERMED consortia member/partner through any other channel, and to this effect an undertaking by the Agent/Supplier is to be submitted to NML in order to avoid duplication of payment.* The Agent shall submit their list price and per site discount offered within thirty days from date of order along with Remittance proof from publisher, price proof, Bank conversion certificate, Agreement and MOU.

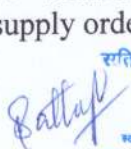
All subscription must be entered in the name of National Medical Library in records of the respective publishers.


For all the database, the Supplier shall charge the Publisher's current subscription rates as indicated in the publisher's current catalogues or invoices. Wherever concessional/Package rates are available/applicable, the Supplier must charge accordingly. The publisher's price proof should support the bills submitted by the Supplier.

Rates quoted for package of database from publisher should include all taxes and mentioned in Indian currency. Original Currency rates by publisher and converted Indian Currency rates shall be provided in the Bid.

The database available in dual foreign currencies should be billed in the currency by which the converted cost is the lowest in Indian rupees.

F. **Subscription period:-** Database is to be subscribed for a period of one year w.e.f. the date of award of supply order.


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G. Conversion Rate:- The current bank exchange rate (TT selling rate) on the date of remittance shall be used for conversion of foreign currencies supported by a certificate issued by a scheduled commercial bank and countersigned by the supplier. All payments will be made in Indian rupees only through online mode (NEFT/RGTS, etc.) after deducting TDS/GST as per Government of India rules.

H. Subscription ID's:- The supplier shall take care to coordinate with the ERMED members to enable online access to all contents of database within one month of signing of the agreement and MOU.

I. Penalty:- If the Supplier/Vendor fails to provide access within the time period (One Month) specified in the contract, the Subscriber shall deduct a sum equivalent to 0.5 percent on the proportionate amount of the subscription price for delayed access of database for each week or part thereof up to a maximum of 10% (Ten Percent).

J. Governing Laws and Jurisdiction:- The contract/license agreement shall be governed by the laws of India and dispute(s) if any arises with respect to/or in connection with the agreement, shall be dealt in the appropriate court of New Delhi, India. Jurisdiction and proceeding shall be carried out in English language.

K. Tender document and all the Annexures supplied with the tender document is to be filled and supplied with the bid duly signed and stamped otherwise the bid will be disqualified

DEFINITIONS OF TERMS USED IN THE TENDER DOCUMENT

Licensee, member institutes and Licensor: NML is designated as "Licensee". The medical colleges and institutions who are members of the ERMED are designated as member institutes. The publishers/vendors are designated as "Licensor".


Licensed Material: The content of on-line database of the Licensor/publisher purchased by the licensee (NML) is designated as the licensed material.

Secure Network: A network established by licensee and member institutes to access licensed material through authorized identity of IP/password and ID is designated as secure network. The LAN/computer network of authorized member institutes are designated as secure network.

Authorized users: List of medical colleges and institutions approved by the competent authority and electronic resources for these institutes are paid through NML are designated as authorized users. They may also be called as registered users.

Commercial users: Use of ERMED resources for the purpose of any monetary gain by means of sale, resale, transfer, hire or other form of exploitation of the licensed materials against the International Copy Right Act are designated as commercial users.


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Covering Letter to accompany with Bid

To,
 Director,
 National Medical Library
 Ansari Nagar, Ring Road
 New Delhi- 110029.
 INDIA.

Dear Sir/ Madam,

Having studied the bidding documents including the Annexures, the receipt of which is hereby duly acknowledged, we the undersigned, offer to arrange to supply the Clinical Key Database for selected members of NML-ERMED Consortium run by the National Medical Library in conformity with the said documents. We enclose herewith duly signed and sealed Tender Documents along with the Technical and Financial bids for subscription of Clinical Key Database for a period of one year.

We undertake, if our bids offer is accepted, to supply/arrange to supply the all contents of database, ordered by you with us, in accordance with the terms and condition specified in the document.

If our bid is accepted, we will make payments of the database subscription amounts to the publishers first and then claim the dues from the NML, New Delhi, providing you with authentic proof of our payments to the publishers.

We agree to abide by this bid for a period of 180 days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before expiry of that period.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract/supply order, we will strictly observe the laws against fraud and corruption in force in India, namely, "Prevention of Corruption Act 1988."

We understand that you are not bound to accept the lowest or any bid you may receive.

Duly authorized to sign the bid for and on behalf of

(Name and Address of the supplier)


Dated this _____ day of _____ 2024

(Signature)

(In the capacity of)

SEAL OF FIRM/AGENCY


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 स्वास्थ्य सेवा महानिदेशकालय /Directorate-General of Health Services
 स्वास्थ्य और परिवार कल्याण विभाग/Ministry of Health and Family Welfare
 भारत सरकार/Government of India
 अनासरी नगर, रिंग रोड, नई दिल्ली/Ansari Nagar, Ring Road, New Delhi-110029


 डॉ. (प्रो.) बी. श्रीनिवास
 Dr. (Prof.) B. Srinivas
 निदेशक (रा.आ.पु.) / Director (NML)
 नई दिल्ली-29 / New Delhi-29

NATIONAL MEDICAL LIBRARY
Directorate General of Health Services
Ansari Nagar, Ring Road, New Delhi – 110029

Technical Bid

Proforma to be used for Technical Bid supply of Clinical Key Database for selected members of
NML- ERMED consortium.
(In sealed envelope A)

1. (i) Name of the Bidder with Complete Address/ Tel & Fax No./ Email/ PAN No.

Name :

Address:

Tel. & Fax No. :

(ii) Do you have your office in Delhi/ NCR? If so, give Address.

(iii) Number of Technical manpower employed to facilitate On-line access of e-books/database/e-journals.

2. Status of Bidder (whether Firm of company), enclose Registration Certificate.

3. Name/ List of publisher for whom you are Sole/ Preferred Agent/ Distributor in India, enclose supporting documentary evidence.

4. (a) The Agent/Vendor should have minimum latest 3 years' experience in supplying e-books/ database /e-journals to Government, Quasi-Government, and State Government and to reputed Indian institutions.

(b) Enclose supporting documents–Supply orders from three different institutes and enclose good performance certificate from the same institutes for the year 2020-21, 2021-22 and 2022-23 or latest.

S.No.	Name of Institutions	Year of supplying e-books/database/e-journals
1		
2		
3		

(c) The Agent/Vendor should have supplied e-books/database/e-journals minimum costing Rs. 50.00 lakhs to one Institute in each year during last 3 years (2020-21, 2021-22 and 2022-23 or latest).

S.No.	Name of Institutions	Total cost of e-books/database/e-journals supplied
1		
2		
3		

(d) The Agent/Vendor should have minimum annual turnover of Rs. 3.00 crores per year during last 3 years (2020-21, 2021-22 and 2022-23 or latest).

S.No.	Years	Annual turnover (Rs. in crores)
1		
2		
3		

5. Enclose a copy of valid PAN card should be in the name of firm/agency and Enclose copies of ITR for the last three Assessment years from 2021-22, 2022-23 and 2023-24 or latest. (Financial years 2020-21, 2021-22 and 2022-23 or latest).

6. Are you a member of Federation of Publishers & Booksellers Association of India? If yes, mention Registration No, and year of Registration, enclose supporting documentary evidence.

Registration No:

Year of Registration:

7. The Bidder shall submit an affidavit stating that the bidder has not been black listed by any Government/Quasi Government Institutions on Non Judicial Stamp paper attested by Public Notary as per the proforma enclosed at. Annexure-F.

8. Submit undertaking whether the agent/vendor agrees for: NML/office of DGHS reserves the right to select/alter consortia member institutes on administrative/financial grounds

AGREE/DISAGREE

9. Submit a undertaking, whether your firm have been disqualified due to poor performance in the previous years for supply of e-journal, print medical journals, and books at National Medical Library.

10. Particulars of EMD (Only FDR/BG, valid for 225 days from date of tender opening will be accepted):

FDR/BG No.:

FDR/BG amount: Rs.

Name of the Bank:

Dated :

Signature and seal of Agent/Vendor

Date:

Place:

सति कुमारी अम्मा वी. /Sathi Kumari Amma V.

सहायक पुस्तकालय एवं सूचना अधिकारी

Asstt. Librarian & Information Officer

राष्ट्रीय जातिज्ञान पुस्तकालय/National Medical Library

स्वास्थ्य सेवा दिशा/ Directorate-General of Health Services

स्वास्थ्य और परिवार कल्याण विभाग/Ministry of Health and Family Welfare

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NATIONAL MEDICAL LIBRARY
Directorate General of Health Services


Financial Bid

Proforma to be used for Financial Bid for supply of Clinical Key Database for selected members of NML-ERMED Consortium.

List price	Discount offered in % by publisher	Per site price after discount	Additional discount offered by the firm/vendor if any in %	Per site price after discount	Total price for selected member institute + NML free	Total Price in INR
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Signature and seal of Agent/Vendor

Date:
Place:


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BANK GUARANTEE FORM FOR EMD

WHEREAS----- (hereinafter called "the Bidder") has submitted its quotation dated---
 -----for the supply of----- (hereinafter called the "Tender") against the Purchaser's tender
 enquiry No.----- Know all persons by these presents that we ----- of
 ----- (Hereinafter called the "Bank") having our registered office at -----
 ----- are bound unto ----- (hereinafter called the "Purchaser") in the sum of -----
 ----- for which payment will and truly to be made to the said Purchaser, the Bank binds itself,
 its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----
 - day of ----- 20 ----- . The conditions of this obligation are:

1. If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a. fails or refuses to furnish the performance security for the due performance of the contract. (or)
 - b. fails or refuses to accept / execute the contract. (or)
 - c. if it comes to notice that the information / documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).


This guarantee will remain in force for a period of 225 days beyond the date of tender opening/extended date of tender opening (if any), and any demand in respect thereof should reach the Bank not later than the above date.

 (Signature of the authorized officer of the Bank)

 Name and designation of the officer

Seal, name & address of the Bank and address of the Branch


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BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The President of India
Through:
National Medical Library,
Directorate General of Health Services,
Ansari Nagar, Ring Road
New Delhi - 110029

WHEREAS------(Name and address of the Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of contract no-----dated-----to supply (database) (herein after called "the Contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of------(Amount of the guarantee in words and figures), and we undertake to

pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.


This guarantee shall be valid up to Fifteen (15) Months from the date of Notification of Award i.e. up to----- (indicate date).

(Signature with date of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch


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AFFIDAVIT (Non Blacklisted)
(On Non Judicial stamp paper attested by Public Notary)

Date:

To,
The Director,
National Medical Library,
Ansari Nagar, Ring Road,
New Delhi-110029

Subject: Confirmation for no cases against the Agent/Dealer/Publisher.

Sir,
This is to confirm that the M/s (Name of company) is not blacklisted in any cases from the Government of India. We are not involved in any arbitrary matters and in any of the court proceeding of Government of India.

Signature

Name:

Designation:

Company Name:

Seal

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NML E-DATABASE CONSORTIUMMEMORANDUM OF UNDERSTANDING (MOU)

1. PARTIES:

The MOU is entered into between:

A.-----<Publisher name>-----AND -----<Name of the agent>-----
the official agent in India for -----<Publisher name>----- referred herein after the PUBLISHER
AND AGENT respectively, represented for the purpose of MOU-----<name of the agent
representative>-----

AND

B. NML-ERMED E-database Consortium represented by NML herein after referred as implementing agency of
ERMED E-database Consortium.

2. BASIS:

2.1 The subscription order dated -----placed by NML on AGENT for publisher's product
-----<name of the product> -----, against the offer/quotation of -----
-----<name of publisher/agent>-----to the consortium dated -----
forms the basis of this MOU.

2.2 The validity of this MOU is governed by the subscription order cited on 2.1 as above and duly signed
agreement thereof and shall expire with the expiry of contract term/order.

3. PURPOSE:

The MOU is entered into to set the terms for joint performance of the PUBLISHER and AGENT for servicing
effectively the ERMED CONSORTIUM order for -----<name of product>-----

4. TERMS OF PERFORMANCE:

- 4.1 The orders and renewals shall be placed by NML for ERMED e-database on the AGENT.
- 4.2 AGENT shall place the order on PUBLISHER immediately on receipt of the order and ensure that the
order is registered for immediate servicing without waiting for advance payment.
- 4.3 AGENT shall submit its INVOICE to NML supported by a letter from PUBLISHER confirming that:
- NML E-database order has been registered by the PUBLISHER.
 - The PUBLISHER has received a payment from AGENT.
- 4.4 NML – (ERMED e-database) agrees to release the payment to AGENT within 30 days of receiving
AGENT'S invoice supported by the documents stated in 4.3 as above.
- 4.5 It shall be the responsibility of the AGENT to provide the following services to ERMED e-database on
behalf of PUBLISHER.
- Ensure that access is activated to all designated member immediately on placing the order and Access
to NML / Dte.GHS will be free of charge.
 - Provide training at designated -----location as set in the agreement.
 - Ensure that any technical trouble in access activation is attended promptly.
 - Ensure that all problems and complaints that may arise in accessing and using -----<product
name> -----during the period of contract/subscription are communicating by the AGENT to
PUBLISHER promptly without loss of time and attend promptly to avoid any interruption in the
service.

NML (ERMED e-database Consortium) agrees to execute the licensing agreement to be signed between PUBLISHER and NML (ERMED e-database Consortium).

The terms and conditions of use of -----<name of product>-----are as detailed in the license agreement which each user will adhere to.

NML will administer and monitor the access/subscription by having access to service and usage statistics without any additional payment/cost. Publisher/Agent shall provide monthly usage statistics institutes/content wise to NML.

5. GOVERNING LAWS AND JURISDICTION:

The contract/license agreement shall be governed by the laws of India and dispute(s) if any arises with respect to/or in connection with the agreement, shall be dealt in the appropriate court of New Delhi, India. Jurisdiction and proceeding shall be carried out in English language.

6. COMMENCEMENT:

The MOU is effective from -----and is valid for contract period.

7. CONSENT:

NML (ERMED e-database Consortium), PUBLISHERS and AGENT endorse their full consent to this MOU by affixing their signature here below:

FOR ERMED E-DATABASE CONSORTIUM

Signature :
Name :
Designation : Director (NML)
Address : National Medical Library, Ansari Nagar,
Ring Road, New Delhi – 110029

Date :

FOR PUBLISHER


Signature :
Name :
Designation :
Address :

Date :

FOR AGENT

Signature :
Name :
Designation :
Address :

Date :


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List of selected Govt. Medical Colleges/Institutes proposed to be included to provide access of the Clinical Key Database for a period of one year (2024-2025)
(NML will make payment for Member Institutes of the Consortium)

States	Sr. N.	Medical College/Institutes
Delhi	0	National Medical Library, New Delhi (Free of charge as Nodal Agency)
Andaman & Nicobar	1.	Andaman & Nicobar Islands Institute of Mediucal Sciences, Port Blair
Andhra Pradesh	2.	Rangaraya Medical College, Kakinada, AP
	3.	ESIC Medical College & Hospital, Sanathnagar, Hyderabad, AP
Assam	4.	Assam Medical College, Dibrugarh, Assam
	5.	Jorhat Medical College & Hospital, Jorhat, Assam
Chhatisgarh	6.	Pt. Jawaharlal Nehru Memorial Medical College, CH
Dadra & Haveli	7.	NAMO Medical Education and Research Institute, Silvassa
Delhi	8.	Army Hospital (R&R), Delhi Cantt.New Delhi
	9.	Dr. Ram Manohar Lohia Hospital, New Delhi
	10.	University College of Medical Science & GTBH, Delhi
	11.	Vallabhbhai Patel Chest Institute, University, Delhi
Gujarat	12.	B.J. Medical College, Ahmedabad, Gujarat
Himachal Pradesh	13.	Dr.Rajendra Prasad Government Med College, Kangra, HP
Kerala	14.	Government Medical College, Kozhikode, Kerala
	15.	Government Medical College, Thiruvananthapuram, Kerala
Madhya Pradesh	16.	Bhopal Memorial Hospital & Research Centre, Bhopal, MP
Manipur	17.	Regional Institute of Medical Sciences, Imphal, Manipur
Uttar Pradesh	18.	Jawaharlal Nehru Medical College, AMU, Aligarh, UP
	19.	Sarojini Naidu Medical College & Hospital, Agra, UP
West Bengal	20.	Medical College, Kolkata, WB

NML/office of DGHS reserves the right to select/alter consortia member institutes on administrative/ financial grounds

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