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# UNIVERSITY COLLEGE OF MEDICAL SCIENCES & GURU TEG BAHADUR HOSPITAL

DILSHAD GARDEN  
DELHI-110 095

Ref. No. MC-10(9-online)/UpToDate/2021/Lib

Date 15/09/2021

## **E-Tender Enquiry for Subscription of UpToDate Onsite – Clinical Decision Support Tool**

Online bids are hereby invited towards “**Subscription of UpToDate Onsite – Clinical Decision Support Tool**” including Remote/mobile access & through IP based access for all Faculty, Clinicians, Students, Residents, and Nurses at University College of Medical Sciences & Guru Teg Bahadur Hospital, Delhi, 110095 (India) from the prospective bidders/suppliers under two bid systems (technical and financial) for the duration of one year.

1. For submission of e-bids, bidders required to get themselves registered with <http://eprocure.gov.in/eprocure.gov.in/eprocure/app>.
2. Bids must be marked “**Subscription of UpToDate Onsite – Clinical Decision Support Tool**” shall be submitted online only at CPP portal <https://eprocure.gov.in/eprocure/app>, **On or before 30<sup>th</sup> September, 2021.**
3. Bidders are advised to follow the instructions provided in the “Instructions to the bidder” for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>
4. Bidder who downloads the tender document from the Websites (www.ucms.ac.in, <https://eprocure.gov.in/eprocure/app>) shall not tamper/modify the tender documents in any manner. If found, tender will be completely rejected and earnest money deposited (hereinafter referred to as EMD) would be forfeited and bidder is liable to be blacklisted.
5. Participating bidders are advised to visit College website regularly for any corrigendum/addendum/amendment etc. at any stage.
6. University College of Medical Sciences (UCMS) will not be responsible for non-receipt of online bids within the specified date and time due to any technical reason.
7. The offer must be valid at least for a period of 120 days from the closing date of the bid. Any offer falling short of the validity period is liable for rejection.
8. The procurement shall be made, in conformity with the General Financial Rules (GFR) 2017 strictly.
9. The bidder must quote the charges in figure as well as in words in the financial bid. In case of any deviation, the rate quoted in words will be considered. The rates must be quoted clearly without any overwriting/ cutting.
10. Bidder`s offer is non-transferable and should be submitted as per our prescribed format on company`s letter head duly signed by the competent signatory.
11. The bids will be opened online in the college after closing date.
12. UCMS will award the contract to the successful bidder on lowest price basis.
13. The bidder must furnish all information in the prescribed proforma only. Each page of the bid and all supporting documents are to be duly signed by the bidder along with seal of the firm. Bids not submitted in the prescribed format will be liable for rejection.
14. The College reserves all rights to accept/reject/cancel the proposal at any stage without assigning any reason.
15. Interested Bidders are requested to upload their bids in TWO PARTS, Part I, Technical bid (as per **Annexure-I**) as well as Part-II, Financial bid (As per Format given at **Annexure-V**). Online bids must be submitted on or before **30<sup>th</sup> September 2021**, failing which, offer will be liable for rejection.

## Terms & Conditions

### 1. Eligibility Criteria

- Authorization from the Principal Manufacturer- Wherever authorized distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail ID and phone no. to be furnished along with the bid as per **Annexure VII**.
- Bidder must submit Proprietary Article Certificate from the Principal Manufacturer (if applicable).
- Bidder should have at least an experience of 3 years in handling subscription of e-journals/online databases of foreign publishers on behalf of Government, Quasi-Government, State Government, and Autonomous Bodies or any reputed Indian institutions. (Enclose self-attested copies of 5 purchase orders during last three years failing which the bid shall be summarily rejected).
- Bidder must have a minimum Gross Annual Turnover of Rs. One Crore during the last three financial years in handling electronic resource (e-journals/online database) subscription work.
- Bidders must provide PAN No. (Self-attested copy of the PAN card must be enclosed) and ITR for last 3 Financial Year.
- Bidders must provide GST Registration No. (Self-attested copy of the GST registration certificate must be enclosed).
- Bidder must enclose Non-Blacklisting Certificate as per format given at **Annexure –IV**.

### 2. General Conditions

- a. The bidder shall provide Subscription of UpToDate Onsite – Clinical Decision Support Tool for a one year. The term of your subscription will start for one year from issuing the contract.
- b. The bidder shall provide IP based access along with Remote/Mobile access to the Subscription of UpToDate Onsite - Clinical Decision Support Tool for all Faculty, Clinicians, Students, Residents, and Nurses. Multiple simultaneous users should have immediate access to UpToDate from any web enabled computer and mobile device.
- c. There will be No limit to the number of users as per the discretion of the college authorities.
- d. The bidder shall provide 2 sessions of training and awareness programs for users' onsite.
- e. The bidder shall carry out registration work for creation of user accounts of all Faculty, Clinicians, Students, Residents and Nurses onsite or as decided by the college authority. Once established, a username and password should allow the users to access UpToDate from any internet enabled device including desktop computer, laptops and mobile devices such as the iPhone and Android devices regardless of user's location. Every username should have 2 mobile and 1 laptop/desktop/tab access.
- f. The successful bidder shall have to execute Agreement with the UCMS as per **Annexure VI**.
- g. Successful bidder would be required to submit Performance Security for an amount of 100% of the value of the contract in the form of Performance Bank Guarantee in favor of the Principal, University College of Medical Sciences, Dilshad Garden, Delhi-110095 as per **Annexure VIII**. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.
- h. No advance payment will be made to bidder, the bidder must activate access from publisher and make payment on our behalf and submit Performance Security for an amount of 100% of the value of the contract in the form of Performance Bank Guarantee in favor of the Principal, University College of Medical Sciences, Dilshad Garden, Delhi-110095. The payment will be made to the bidder only after activation of access and proof of registration of our order with the Publisher. The bidder must ensure subscription of order in name of The Principal, University College of Medical Sciences, Dilshad Garden, Delhi-110095.

- i. The bidder will be responsible for any break in online access of UpToDate during subscription period.
- j. Temporary & very short term access problems will be considered only after justified documentary proof from publisher side.
- k. The bidder should be agreed on appropriate refund of subscription charges in case of discontinuity of online access, more than a week for subscription of UpToDate.
- l. It is compulsory for all bidders to comply with all the Terms and Conditions as well as General Conditions mentioned above and an acceptance certificate (as per **Annexure II**) to this effect should necessarily be enclosed with the Technical Bid.
- m. College may ask any kind of required documents/record from the bidder at any time during the tender processing.

### 3. Bid Submission - Two Bid System

#### 3.1 **Part-I. Technical Bid:**

The Technical offer should be complete in all aspects and should contain all information asked for in Annexure-I, except financial bid. The format for submission of technical offer should be as follows:

- Tender Acceptance letter as per **Annexure II**
- Check List as per **Annexure – III**
- Non-Blacklisting Certificate – **Annexure – IV**
- Manufacturers' Authorization Form- **Annexure VII**
- EMD (Scanned Copy of Demand Draft)

#### 3.2 **Part – II Financial Bid:**

- The Financial Bid should give all relevant charges information as per **Annexure-V**. The Bid Form must be filled in all respects, without any errors, erasures or alterations.
- It should contain charges with detailed break up as per format enclosed, both in figures and in words. In case of any deviation, the charges quoted in words will be considered. The charges must be quoted clearly without any overwriting/ cutting.
- The taxes and duties as applicable should be quoted separately and clearly. The terms such as taxes and duties as applicable or at actual should not be mentioned in the bid. In the event of an increase in taxes/duties, the extra liability on account of these taxes shall be borne by UCMS. Similarly in the event of abolition/reduction of taxes/duties, the savings accruing to the bidder shall be passed on to UCMS.
- The bidder must quote the price in Indian National Rupees (INR). In case of item quoted in foreign currency, converted INR value should be given on the publication date of NIT.
- If any column does not apply to the bidder, same should be mentioned as NOT APPLICABLE.

### 4. Opening of financial bid and evaluation

After the Technical evaluation of the bids, purchaser will open the “Financial Bids” of all the technical qualified bidders at notified date and time. The work order will be awarded to the responsive bidder who has offered lowest price as per financial bid.

### 5. Offer validity Period

The offer must be valid for a period of 120 days from the opening date of the financial bid. Any offer falling short of the validity period is liable for rejection.

### 6. Earnest Money Deposit

- 6.1. The Bidder shall furnish **EMD** for Rs. 85,000/- (Rupees Eighty Five Thousand only) in the form of Demand Draft in favour of “**The Principal, University College of Medical Sciences**”, payable at Delhi, and must reach in the Central Library, Technical Section, First Floor, University College of Medical Sciences, Dilshad Garden, Delhi-110095 on or before the closing date and time i.e. **30/09/2021 up to 04:00 pm**, failing which, offer will be liable for rejection. Bidders must attach scanned copy of EMD along with the technical bid.

- 6.2 EMD of the successful bidders shall be retained with College as bid Security which may be returned (without any interest) upon the successful activation of access by the supplier and furnishing the performance security.
- 6.3 The EMD will be returned to the un-successful Bidder as promptly as possible without any interest after finalization of contract.
- 6.4 The EMD will be forfeited for the following reasons :-
  - 6.4.1 If bidder withdraws its bid during the period of tender/bid validity after closing dates.
  - 6.4.2 If successful bidder does not honor his commitment after placing the order, the EMD will be forfeited and the loss incurred by the College will be recovered from the bidder.
  - 6.4.3 If it is found at any stage that information/particulars regarding tendered item(s) is false.
  - 6.4.4 If any type of concealment of facts is found on the part of bidders.

## **7. Modification and Withdrawal of Offers**

Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the College prior to the date & time prescribed for submission of original EMD (as per point No. 6.1).

## **8. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, purchaser may, at his discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

## **9. Technical Inspection and Performance Evaluation**

The evaluation criteria adopted by purchaser would apply uniformly to all Bidders.

## **10. Verification**

Purchaser reserves the right to verify any or all statements made by the bidder in the bid document and to inspect the bidder's facilities, if necessary, to establish to its satisfaction about the bidder's capacity to perform the job.

## **11. Award Criteria**

Purchaser will award the contract to the responsive bidder who has offered lowest price as per financial bid.

## **12. Final decision making authority**

Purchaser reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason thereof or incurring any liability to the bidders. In such a scenario, no claim whatsoever will be entertained.

## **13. Rejection of Tender**

The tenders shall be summarily rejected:

- 13.1 If the bidder proposes any alteration in or additions to the prescribed form of tender.
- 13.2 If the bidder declines to carry out any work of the tender document.
- 13.3 If the technical bid submitted is found to be incomplete
- 13.4 If the financial bid submitted is found to be incomplete
- 13.5 If any discrepancy is found between the technical bid and financial bid
- 13.6 If financial bid document is found along with technical bid
- 13.7 If EMD is not submitted as per clauses 6.1 of terms & conditions.
- 13.8 If the bidder does not fulfill any of the conditions mentioned in the Tender.

## **14. Terms of Payments**

No advance payment will be made to bidder, the bidder must activate access from publisher and make payment on our behalf and submit Performance Security for an amount of 100% of the value of the contract in the form of Performance Bank Guarantee in favor of the Principal, University College of Medical Sciences, Dilshad Garden, Delhi-110095. The payment will be made to the bidder only after activation of access and proof of registration of our order with the Publisher. The bidder must ensure that subscription order is in name of The Principal, University College of Medical Sciences, Dilshad Garden, Delhi-110095.

## **15. Force Majeure**

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the agreement is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, fires, floods.

If a Force Majeure situation arises, the bidder shall promptly notify the undersigned in writing of such conditions and the cause thereof within twenty calendar days unless otherwise directed by undersigned in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, purchaser and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of purchaser shall be final and binding on the bidder.

## **16. Jurisdiction**

The jurisdiction of the courts shall be Delhi only.

**Yours sincerely,**

**Sd/-  
Principal, UCMS**

**Encl: As above**

## Annexure – I

**NAME OF THE WORK:** Subscription of UpToDate Onsite – Clinical Decision Support Tool for University College of Medical Sciences including Remote/mobile access & through IP based access for all Faculty, Clinicians, Students, Residents, and Nurses at University College of Medical Sciences & Guru Teg Bahadur Hospital, Delhi, 110095 (India) for the duration of one year.

TECHNICAL BID (On bidder's Letter Head)			
Name & Address of the Bidder			
Telephone and Fax Numbers			
Year of Establishment			
Name and designation of the person authorized to make commitments to the College			
PAN No. (Copy to be enclosed)			
GST No. (copy to be enclosed)			
Gross Annual turnover in INR (Copies of ITR must be enclosed for last three Financial Years 2018-19, 2019-20 & 2020-2021)	2018-19	2019-20	2020-21
	.		
Are you manufacturer or authorized dealer?			
Authorization from the Principal Manufacturer- Wherever authorized distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail ID and phone no. to be furnished along with the bid as per Annexure VII.			
Proprietary Article Certificate, from the Principal manufacturer (if applicable)?			
An experience of 3 years in handling subscription of e-journals/online databases of foreign publishers on behalf of Government, Quasi-Government, State Government, and Autonomous Bodies or any reputed Indian institutions. (Enclose self-attested copies of 5 purchase orders during last three years)			
Details of EMD as per point no. 6.1.	EMD Amount Rs..... DD No..... Dated..... Drawn on ..... ,		

We hereby certify that information submitted by us is true and in case of acceptance of the bid, we shall comply with all the terms and conditions of the contract.

Name of the bidder with  
Rubber stamp & signature

**TENDER ACCEPTANCE LETTER**

**(ON THE BIDDER'S LETTERHEAD)**

To,

The Principal,  
University College of Medical Sciences,  
Dilshad Garden,  
Delhi – 110095

Tender Reference No: \_\_\_\_\_

Date:- \_\_\_\_\_

Sub: Acceptance of Terms & Condition

Sir,

1. I/We hereby certify that I/we have read the entire terms and conditions of the tender document (including all documents like annexure(s), schedule(s), etc.), which form part of the agreement and I/we shall abide hereby by all terms / conditions/ clauses contained therein.
2. The corrigendum(s) issued from time to time by the College have also been taken into consideration, while submitting this acceptance letter.
3. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirely.
4. I/we certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then the College shall without giving any notice or reason therefor or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

**Authorized Signatory**  
(Name & Designation with seal)  
Date:

**Annexure-III****(Check List)**

Name of Work:

Name of Prospective Bidder:

Name of Manufacturer:

<b>Sr. No.</b>	<b>Description</b>	<b>Yes/No</b>	<b>Page No.in the bid document</b>	<b>Remarks</b>
I	Have you enclosed the technical bid as mentioned in Annexure I			
II	Have you enclosed the covering/acceptance letter as per Annexure II?			
III	Have you enclosed copy of PAN No.?			
IV	Have you enclosed valid GST Registration Certificate?			
V	Have you enclosed copy of Income tax Return for last three financial years?			
VI	Have you enclosed Authorization from the Principal manufacturer as per Annexure VII?			
VII	Have you enclosed Proprietary Article Certificate from the Principal manufacturer (if applicable)?			
VIII	Have you enclosed experience of past 3 years in handling subscription of e-journals/ online databases of foreign publishers on behalf of Government, Quasi-Government, State Government, and Autonomous Bodies or to any reputed Indian institutions? (Along-with Self-attested copies of 5 purchase order during last three years).			
IX	Have you enclosed EMD of required amount for the quoted bid?			
X	Have you enclosed the Non-Blacklisting Certificate as per Annexure IV?			

N.B.

1. All pages of the bid should be page numbered and indexed.
2. The prospective bidders may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of prospective bidder to go through the Tender to ensure furnishing all required documents in addition to above, if any.

Yours faithfully,

**Authorized Signatory**

(Name &amp; Designation with seal)

Date:



**Certificate from the bidder on their letterhead stating that the company has not been blacklisted by any government organization, Non-Government or Public Sector Organization**

To,

The Principal,  
University College of Medical Sciences,  
Dilshad Garden,  
Delhi – 110095

Sir,

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services before submission of this offer.

Yours faithfully,

**Authorized Signatory**  
(Name & Designation with seal)

**Date:**  
**Place:**

**Annexure-V****Financial bid**  
On a letterhead of Bidder

Sr. No	Particulars	Base Price (For One Year)	Bank Conversion Rate (i.e. as on publication date of NIT)	GST and other Taxes, if any	TOTAL PRICE (in INR)
1.	Subscription of UpToDate Onsite - Clinical Decision Support Tool including Remote/mobile access & through IP based access for all Faculty, Clinicians, Students, Residents, and Nurses at University College of Medical Sciences & Guru Teg Bahadur Hospital, Delhi, 110095 (India)				

Note: In case of item price quoted in foreign currency, converted INR value should be given on the publication date of NIT.

Date:

Place:

**Authorized Signatory**  
(Name & Designation with seal)

Name of the Bidder:

Address of the Bidder:

Cell/phone Number:

Email Address:

**FORM OF AGREEMENT FOR SUBSCRIPTION OF  
UPTODATE ONSITE – CLINICAL DECISION SUPPORT TOOL**

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 2021 between the Principal, UCMS (hereinafter called 'The College') of the one part and the \_\_\_\_\_ (Name of the Supplier) \_\_\_\_\_ (Address of the supplier) (hereinafter called 'The Supplier') of the other part.

And whereas the supplier have agreed to provide Subscription of UpToDate Onsite – Clinical Decision Support Tool including Remote/mobile access & through IP based access for all Faculty, Clinicians, Students, Residents, and Nurses of UCMS & GTBH from the Principal Manufacturer for the term of one year. The term of subscription will start for one year from issuing the contract.

**The Terms and conditions to access UpToDate are as follows:**

- Multiple simultaneous users will have immediate access to UpToDate from any web enabled computer and mobile devices.
- Supplier/ Principal Manufacturer provides technical support to the institution by telephone/email etc.
- Content updates will be performed continuously by the Principal Manufacturer.
- IP based access along with Remote/Mobile access will be given for all Clinicians, Students, Residents and Nurses.
- Supplier shall provide 2 sessions of training programs for clinicians and other users' onsite.
- All work related to creation of user accounts of all Faculty, Clinicians, Students, Residents and Nurses will be done onsite by the supplier or as decided by the college authority. Once established, a username and password should allow the users to access UpToDate from any internet enabled device including desktop computer, laptops and mobile devices such as the Iphone and Android devices regardless of user's location.
- No limit to the number of users as per the discretion of the college authorities.
- Every username will have 2 mobile and 1 laptop/desktop/tab access.
- The supplier shall submit Performance Security for an amount of 100% of the value of the contract in the form of Performance Bank Guarantee in favor of the Principal, University College of Medical Sciences, Dilshad Garden, Delhi-110095. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.
- No advance payment will be made to supplier, the supplier must activate access from publisher and make payment on our behalf and submit Performance Security in the form of Performance Bank Guarantee. The payment will be made to the bidder only after activation of access and proof of registration of our order with the Publisher. The bidder must ensure subscription of order in name of The Principal, University College of Medical Sciences, Dilshad Garden, Delhi-110095.
- The Supplier will be responsible for any break in online access of UpToDate during the subscription period.
- Temporary & very short term access problems will be considered only after justified documentary proof from the publisher side.
- The supplier should be agreed on appropriate refund of subscription charges in case of discontinuity of online access, more than a week for subscription of UpToDate.
- In the event of any question, dispute or differences, the same shall be referred to the sole arbitration of any person appointed by the college. The award of the arbitrator so appointed shall be final and binding on the parties to this agreement.
- The venue of the arbitration proceedings will be such place as the sole arbitrator may decide.

**Designated Sites:**

University College of Medical Sciences Garden, New Delhi-110095  
Guru Teg Bahadur Hospital, Dilshad Garden, New Delhi-110095

**IP address:**

College authorities to share the Fixed IP address details.

Accepted and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2021 on behalf of University College of Medical Science & Guru Tegh Bahadur Hospital, Dilshad Garden , Delhi

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Accepted and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 202 on behalf of the \_\_\_\_\_ (Name  
of the Supplier) \_\_\_\_\_ (Address of the supplier).

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**Annexure VII**

**MANUFACTURERS' AUTHORIZATION FORM**

No. ....

Dated: .....

To,  
The Principal  
University College of Medical Sciences,  
Dilshad Garden, Delhi-110095

Dear Sir,

NIT No.....

We.....Who are established and reputable manufacturers of .....  
(name & descriptions of goods offered) having firm/company (principle business location) at  
..... (address of firm) do hereby authorize M/s ..... (Name and address  
of Agent) to submit a bid, and sign the contract with you against the above NIT.

We hereby extend to assure that all sorts of technical support and assistance shall be provided by us  
during the subscription period for the goods and services offered by the above authorized firm against  
this bid.

Yours faithfully

(Name of Manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by  
a person competent and having the power of attorney to bind the manufacturer. It should be included  
by the Bidder in its Bid.

**Annexure VIII**

**PERFORMANCE SECURITY FORM**

To: (Name of Purchaser)

WHEREAS (Name of Supplier)

Hereinafter called " the Supplier" has undertaken, in pursuance of Purchase Order No. ....dated.....202..... To supply ( Description of Goods and Services) hereinafter called " the Contract", costing Rs.....(value of Purchase order)

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Performance Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS WE HAVE AGREED TO GIVE THE Supplier a Guarantee:

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.

This guarantee is valid until the ..... day of .....202....

Signature and Seal of the Guarantors

Date.....