



आयुर्विज्ञान में राष्ट्रीय परीक्षा बोर्ड, नई दिल्ली
National Board of Examinations in Medical Sciences, New Delhi

Dated: 16/03/2024

शुद्धिपत्र - 3 / Corrigendum - 3

- Sub: Extension of Last date for Submission of Bids and Response to Pre-Bid Queries of Expression of Interest for subscription of e-Journals and e-Books in various Medical Specialties (2nd Call)
- Ref: 1. CPPP Tender ID: 2024_NBE_741419_1 dated 12/01/2024
2. Corrigendum Notice dated 01/02/2024 and 22/02/2024

The competent authority in the National Board of Examinations in Medical Sciences hereby extends the last date for submission of Bids from existing 25/03/2024 to **26/03/2024** (12:00 PM) in respect of the **Expression of Interest for subscription of e-Journals and e-Books in various Medical Specialties (2nd Call)**. The date and time for opening of bids will be **26/03/2024** (04:30 PM).

2. The reply to queries received during Pre-Bid meeting held on 22/01/2024 is as follows:

S.No.	Reference Clause	Query	Response
1.		Only point which we want to bring to your notice is that our company McGraw Hill does not have a provision to collect the payment on quarterly basis hence we request you to consider this point and make it as 50 % advance and remaining payment within 45 days.	Negotiation Committee will decide. As per GFR 2017 Rule 172, the maximum limit for any advance is 30% of total value for private firms.
2.	Terms & Condition 05 (X) (page no 09) Tools, technology and content products has to specify transfer of contents/technology (without interrupting service) in case of discontinuation.	Question: Can you please elaborate this point regarding the transfer of Technology? (The content in form of subscribed eJournals and eBooks is for annual licensing only . The technology is proprietary and non-transferable. Only in the case of Perpetual eBooks content the customer has a perpetiucal right to use the content our platform. No transfer pf technology or ownership of the technology/platform takes place.	As we are not purchasing any technology, we are just licensing content with related technology to access, question of technology transfer does not arise, of course perpetual access to content be negotiated - in negotiation committee

S.No.	Reference Clause	Query	Response
3.	<p>B. Eligibility Criteria /Pre-requisites (VIII) Page No (10) The aggregators should provide documentary evidence that aggregator has been permitted /authorized by the publisher to provide e-journals indicating the embargo period along with technical bid.</p>	<p>Question: EBSCO shall be providing a declaration / certificate on it's letterhead and hope that shall be acceptable.</p>	<p>Certificate/Authorization is expected to be issued by the respective Publisher. It is actually licensing agreement between aggregator and NBEMS -- the agreement between publishers and aggregator is accepted norm</p>
4.	<p>E. Payment Terms (Page No: 13) ii). The payment shall be released to the bidder at completion of each quarter.</p>	<p>Question: The payment for all vendors / aggregators in this industry is done in advance for a minimum subscription period of One year.</p>	<p>Negotiation Committee will decide. As per GFR 2017 Rule 172 the maximum limit for any advance is 30% of total value for private firms.</p>
5.	<p>E. Payment Terms (Page No: 14) vi). NBEMS reserves the right to deduct amount from the bill raised by the firm as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of NBEMS will be the final in this regard.</p>	<p>Question: This clause is not in prevalence in online publishing industry because when the access is activated at the beginning of the subscription it is duly checked & verified by the competent authority of the respective institute. Only after which bills are sent for processing and the access remain active for the complete period. There is no further scope of discrepancies or unsatisfactory services.</p>	<p>Deduction will be on specific non compliance only</p>
6.	<p>FORM – I (A): PRE-QUALIFICATION-CUM-TECHNICAL BID (Page No – 16) f. Permission of RBI to deal with Foreign Journal Subscription? If Yes, Attach doc.</p>	<p>Question: As per the latest FEMA regulations, this clause is not applicable.</p>	<p>Usually FEMA regulations are followed</p>

S.No.	Reference Clause	Query	Response
7.	<p>CERTIFICATE of the BIDDER (issued under Deptt. Of Expenditure, Govt. of India O.M. No. 6/18/2019-PPD dated 23/7/2020)</p> <p>b) That, M/s. _____ _____ is a firm/company registered in India and is a fully owned Indian company;</p>	<p>Question: Many aggregators / service providers who do not have a PE status (Permanent Establishment) and are not a fully owned Indian company, will have to engage a local vendor. This would mean NBEMS which is a degree/ diploma providing institutions will have to pay an additional 18% GST on journals/ databases. However if you allow entities who does not have PE status you shall be saving 18% i.e. GST amount.</p> <p>So it is our humble request to consider/ allow such aggregators /service providers (including ESBCO) having No PE Status to quote directly without an Indian Vendor. (Please note that EBSCO bills many of it's Government institutes / customers directly and has the provision to collect the amount in INR).</p>	<p>Only publishers and aggregators are eligible.</p>
8.	<p>As per EOI, Page No.3, Sl.No.2, Only Afrregators/ Publishers can participate</p>	<p>As discussed, <u>authorised agents should also be included in the participation list.</u></p>	<p>Negotiation are directly with publishers only - no agents</p>
9.	<p>As EOI Page No.5, Sl.No.4, there are approximately 35528 trainees and faculty members.</p>	<p>As discussed, it will not be possible to provide the access through Login ID and Password. Please make necessary changes in this request.</p>	<p>ID and Passwords not required for all trainees and faculty members etc.</p>
10.	<p>As per EOI, Pge No.13, Sl.No. E (ii)-You mentioned that payment will be released to the bidders at completion of each quarter.</p>	<p>As discussed, 100% advance payment will be required.</p>	<p>Negotiation Committee will decide. As per GFR 2017 Rule 172 the maximum limit for any advance is 30% of total value for private firms.</p>
11.	<p>As per EOI, Page No.18, Annexure II, Sl.Nos b and c – (Certificate of Bidder under OM No. 6/18/2019-PPD dated 23/7/2020)</p>	<p>As discussed, these points should be amended/removed from the Annexure.</p>	<p>This certificate is sought from the bidders as per the instructions of the Government of India.</p>

S.No.	Reference Clause	Query	Response
12.		Please inform us whether you are going to postpone/cancel the mentioned EOI. Please let us know accordingly for our further action on the same.	The information shall be published through NBEMS Website in such a case.
13.		please provide a valid contact number as the numbers mentioned on your website are not reachable.	011-45593000
14.		We have attached herewith specifications of our Software-MyLoft. A single app that allows you to access, organize, share and read offline all of your e-contents, anytime, anywhere. As we have gone through your access requirement, it will be very helpful for you.	Proprietor of the software has to submit the tender and appear for the negotiation
15.		Generally Institutes/ consortium buy directly from publishers as this provides the direct negotiation and the best possible rates. The billing entity could then be direct or through the local billing agent. In Medical most of the journals are from publishers which are located abroad and your terms restrict us from participating in the tender or be represented by an existing agent/ distributors	It is acceptable: For Journals through Aggregators For ebooks through Publishers
16.		Your EOI requires technical documentation but no clarity on what you want to buy. Whether our journals/ebooks/offerings are of interest and shortlisted.	It is acceptable: For Journals through Aggregators For ebooks through Publishers
17.		May <u>we request you to please organise a demo session for the expert committee</u> to see what we can provide and how it can benefit the DNB Students. Once the demo is done we can help setup a trial for evaluation on quality, relevance and other parameters. It would also help to understand the budget, number of titles or no. of publishers that the expert committee wants to make available.	Yes we will provide chance for demo in front of negotiation committee

S.No.	Reference Clause	Query	Response
18.		Thank for conducting the Stage 2 meeting and sharing your thoughts with us. Further to the meeting , we would like to have clarifications & bring some points in your notice that should be considered for change. Kindly confirm that if Ovid’s Journals (subscription model) & Ovid E-books(Doody’s Collection of 212 books – purchase model) are in consideration list or out of consideration at NBEMS. We can also provide Archives at additional costs.	The previous tender inviting EOI has been annulled due to insufficient number of technically compliant bidders. This tender has been again invited in Stage-I of EOI.
19.		Ovid is an aggregating platform of Wolters Kluwer(LWW) that hosts LWW proprietary content and society journals like NEJM (exclusive with Ovid) , JAMA, ATS, Science etc without embargo. Would NBEMS consider society journals also from Ovid in addition to LWW proprietary Journals? We had submitted list of society journals, LWW e-books on Ovid; also for consideration. Hope that is received at your end.	The bidders shall again be required to submit the documents afresh. Documents submitted previously shall not be considered.
20.		We hope It will be a centralized purchase with a closed consortium set up while payment will be made by NBEMS only. We consider that it will not just be negotiation of prices as open consortium. Payment should be at central level only and not to be collected from member hospitals.	The payment shall be from NBEMS only.
21.		We are not informed about the access mechanism as of now. We request us to suggest the better way of doing the same – Through IP address or Ovid Discovery . We can present use case. Ovid Discovery charges would be separate. We can do presentation for both options i.e with Discovery & without Discovery.	Access is through -- remote access technology.

S.No.	Reference Clause	Query	Response
22.		As discussed during the meeting, that quarterly mode of the payment is not acceptable to most publishers. Hence , Advance payment solicited in this case	No Changes Considered
23.		Place of jurisdiction- Most publishers are foreign publishers and in their agreements, place of jurisdiction is country of their establishment. Hence, this clause also should be reconsidered. For many years, we have been serving various Govt Institutions <u>with US as the place of jurisdiction</u> in our agreements.	This will be Delhi jurisdiction only
24.		Inter-library loan- We consider that common content would be available for all member hospitals and there would be no need for inter-library loan. Usage by Walk-in user of NBEMS may be allowed.	This will be decide by the negotiation committee.
25.		Master Subscription Agreement (MSA) is mandatory before processing the order. <u>Our MSA mentions place of jurisdiction as US only.</u>	Indian jurisdiction for license agreement only
26.	Part A, Page 10, point IX <i>(Terms and Conditions mentioned in this of tender form supersedes/ override the terms and condition of Aggregators/ Publishers' license agreement)</i>	should be reconsidered <u>as terms & conditions of both parties should be respected and should not supersede to each other</u>	No change.
27.	Part A, Page 10, point X <i>(Tools, technology and content products has to specify transfer of contents/technology (without interrupting service) in case of discontinuation.)</i>	We need understanding on the same.	It is not a purchase -- it is just licensing for specific period -- hence no technology transfer
28.	Part B, Page 11, point i.	Foreign publishers like Ovid would like to bid directly in USD / UKP. In case, the tender demands INR payments then our authorized agents will quote on our behalf. These agents are not proprietary publisher of Ovid.	Only publisher, aggregators are allowed to participate.

S.No.	Reference Clause	Query	Response
29.	Eligibility criteria/ Pre-requisites(i) specifies The bidder should be publishers of the respective e-book and proprietor of aggregated database in case e-journals	Does that imply that only owners of the content, be it e-books/e-journals can participate and not authorized channel partner or distributor. While point no (viii) specifies contradictory fact- aggregator has been permitted /authorized by the publisher to provide e-journals	Only publisher, aggregators are allowed to participate.
30.	Point No (vii) says- Aggregator /Publisher should have permission from Reserve Bank of India, permitting the Aggregator/Publisher to deal with the foreign journal subscription.	If you could specify what exact document we need to enclose to substantiate this fact. Also would like to be know if entity registered outside India but into Foreign journals subscriptions business in India, if they are eligible to apply in this Eol.??	Does not apply in case licensing journals/ ebook for the specific period
31.		Allowing Agents/Distributors to be a part of the tender as we have been authorized by the publisher and or Aggregators to submit a quotation to you for the same.	No subscription agents
32.		Publishers / Aggregators require 100% advance payment in terms of Online Products, so we would request you to ammend that point as well.	Negotiation Committee will decide. As per GFR 2017 Rule 172 the maximum limit for any advance is 30% of total value for private firms.
33.		Do not Disqualify the bidders on the basis of technical documents before considering their product offerings.	It is very clear -- only publishers /aggregators of the journals - only are allowed as per tender.

