

रेलटेल कॉर्पोरेशन ऑफ़ इंडिया रेलटेल कॉर्पोरेशन ऑफ़ इंडिया

(भारत सरकार का एक उपक्रम)

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

छठा तल, ब्लॉक -2, एनबीसीसी कार्यालय परिसर, पूर्वी किदवाई नगर,

नई दिल्ली -110023

6Th Floor, Block-2, NBCC Office Complex, East Kidwai Nagar,

New Delhi-110023

Website: www.railtelindia.com.

Corrigendum-I (Dated 06/08/2020)

Sub.: Augmentation of Storage capacity of servers commissioned for VSS work.

Ref.: OPEN E- RailTel/Tender/CO/NTP/ 2020-21/Augmentation of storage /539 dt. 21.07.2020.

In reference to tender for “Augmentation of Storage capacity of servers commissioned for VSS work” Tender No. **RailTel/Tender/CO/NTP/ 2020-21/Augmentation of storage /539 dt. 21. 07.2020.**, all are advised to note following changes in the RFP document:

S N	RFP Reference	Original Version	Modified Version
1	E-Tender notice (Page-2)	EMD and TENDER Cost should be remitted in the account of RailTel Corporation of India Limited before the stipulated time and date of bid submission through RailTel's e-Tendering portal https://railtel.enivida.com	Additional Points added: In case the bidder face any issue in depositing tender document cost and EMD, through e-tender portal site, the same may also be deposited to RailTel's bank account with following details and transaction details may be submitted .
			Account No. 340601010050446
			IFSC UBIN0534064
			Bank & Branch Union Bank of India, Yusuf Sarai, New Delhi Branch.
			Account Holder Name RailTel Corporation of India Limited
2	Searching for tender document (Clause 3 (ii)/Chapter-2-A Page-10)	Once the bidders have selected the tenders they are interested, they can pay the processing fee Rs 1770 (Including GST) (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/	Once the bidders have selected the tenders they are interested, they can pay the processing fee as stipulated as “Processing Fee” on the e-tendering portal Railtel.enivida.com (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective ‘requested’ Tab. This

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		Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.	would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3	Eligibility Criteria for Bidder (Clause 3.3.2/1, Page-15)	# Similar Work- Supply, Installation, Testing and Commissioning of servers <i>and/or</i> storage <i>and</i> other work related with information technology, CCTV system for central government or any state government or semi/quasi-government entities or Public Sector Units or private enterprises.	# Similar Work- Supply, Installation, Testing and Commissioning of servers / storage / other work related with information technology / CCTV system for central government or any state government or semi/quasi-government entities or Public Sector Units or private enterprises.
4	Delivery Period (Clause 3. 2, page-14)	Material is required to be delivered by the supplier at the location/consignee within 60 days from the date of issue of each Sub-PO issued against Advance Purchase order.	Material is required to be delivered, installed and commissioned by the supplier at the location/consignee within 120 days from the date of issue LOA/PO.
5	Credential Verification (New clause added at page-24, Clause-3.20)	New Clause added	3.20.1. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying

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			the laid down eligibility criteria”, will be considered for evaluating his/their tender. 3.20.2. The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form No.2. Non-submission of an affidavit by the bidder may result in rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned. a. The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel there under. b. At any stage if it is found that any wrong information has been submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

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6	Fundamental principles of public buying (Clause 3.21,	New Clause added	3.21.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority 3.21.2 “Bidder” (including the term ‘tendered’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. 3.21.3 “Bidder from a country which shares a land border with India” for the purpose of this Order means:- - An entity incorporated, established or registered in such a country; or - A subsidiary of an entity incorporated, established or registered in such a country; or - An entity substantially controlled through entities incorporated, established or registered in such a country; or - An entity whose beneficial owner is situated in such a country; or - An Indian (or other) agent of such an entity; or - A natural person who is a citizen of such a country; or - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above 3.21.4 The beneficial owner for the purpose of (iii) above will be as under: - In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions

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			including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; 2. In case of a partnership firm, the beneficial owner is the natural persons(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership: 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. 3.21.5 An agent is a person employed to do any act for another, or to represent another in dealings with third person. 3.21.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent Authority. 3.21.7 The said instructions will not apply to the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Govt. Of India is engaged in development projects. Updated list of countries to which line of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of external affairs

3.21.8 Format for Undertaking towards Fundamental principles of public buying

(The bidder has to essentially submit the following Certificate/Undertaking with Tenders)

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

**Authorised Signatory
(Signature of the bidder)**

Documents attached (if any): _____

FORM NO. 2 (Refer clause 3.20)

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the tenderer) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s _____(hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel/TCIL website www.railtelindia.com/www.railtel.enivida.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/We above named tender do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.**

Last date for submission of tender and other terms and conditions of the tender shall remain unchanged.

Harish Pawaria
GM/NTP

