Date: 24th August 2020

## Corrigendum - III EOI for Entering into Rate Contract for Thermal Temperature Screening Solution to RCIL's Customers



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## 1 Corrigendum-III for EOI for entering into Rate Contract for Thermal Temperature screening solution to RCIL's Customers.

In reference to **EOI for entering into Rate Contract for Thermal Temperature screening solution to RCIL's Customers** against EOI reference no. RailTel/EOI/CO/NTP/2020-21/Thermal Temperature screening solution to RCIL's Customers /543 dt. 13.07.2020, all are advised to note following changes in the RFP document:

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1.	SOR-10 of Chapter-1	Supply of 12 Core metal strengthened outdoor unarmoured optic fibre cable (ITU-TG-652-D) and all the accessories required for installation.	Supply of 12 Core metal strengthened outdoor unarmoured optic fibre cable should be conforming to ITU-T, G-652.D and all the accessories required for installation.
2.	Point No.12 (Lens) of Clause 4.1 of Chapter-4 (Thermographic Bullet Camera with Temperature Detection Software)	Optical (fixed lens) suitable for reading human surface temperature upto 6 meter and Thermal focal length: 8-14 µm (fixed length)	Optical (fixed lens) suitable for reading human surface temperature minimum 4 meter and Thermal sensitivity: 8-14 $\mu m$ .
3.	Complete RFP		"Bullet Camera" should be read as "Camera" wherever written in RFP.
4.	Point No. (i) of Clause 4.8 of Chapter-4 (32" Video display monitor)	Screen Size: 32" (inches) or larger	Screen Size: 31.5" (inches) or larger
5	Added New Point No. 18 under para 1.6 of Chapter-1, Information to Bidder for Compliance		Additional clauses for Tenders"  I. 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 i.e. DPIIT.  II. "Bidder" (including the term 'tendered', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of

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			bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.  III. "Bidder from a country which shares a land border
			with India" for the purpose of this Order means:  a. An entity incorporated, established or registered in such a country; or  b. A subsidiary of an entity incorporated,
			established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or
			e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or IV. The beneficial owner for the purpose of (iii) above
			will be as under:  1. 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- a. "Controlling ownership interest" means
			ownership of or entitlement to more than twenty-five percent of shares or capital or
			profits of the company; b. "Control" shall include the right to appoint



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			majority of the directors or to control the management or policy decisions 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.
			V. An agent is a person employed to do any act for the
			another, or to represent another in dealings with

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			third person.
			VI. 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 i.e. DPIIT.
			Undertaking regarding such clause need to submit in the format given below:
			Certificate to be provided by Tenderer on his letter head.
			"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.e. DPIIT, 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.]"  Certificate for Tenderer for Works involving possibility of sub-contracting
			"I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder/OEM is not from such a country or, if from such a country, has been registered with the Competent Authority i.e. DPIIT and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority i.e. DPIIT. I hereby certify that this bidder/OEM fulfils all requirements in this

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			regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"
			Note: The said instructions will not apply to the bidders/OEM 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.
6.	Added New foot Note under point 18 of clause 1.6 of Chapter-1		Note: Any discrepancy between above mentioned point 18 of clause 1.6 and guidelines issued from Public Procurement Division of Department of Expenditure under Ministry of Finance vide letter no. F. No. 6/18/2019-PPD dt. 23.07.2020 later will be applicable.
7	Added New Point No. 19 under para 1.6 of Chapter-1,. Information to Bidder for Compliance		MSEs quoting price within price band L-1 + 15%, when L1 is from someone other than MSE, shall be allowed to supply upto 20% of tendered value at L-1 subject to lowering of price by MSEs to L-1.
8.	Clause 3.14 of Chapter-3, Payment Terms	All payments shall be paid on back to back basis as per agreed terms & conditions given by RailTel's customer.	All terms and conditions including payment terms given by RailTel Customer in his PO shall be applicable. All payments shall be paid on back to back basis.
9.	Added New Point No. 20 under para 1.6 of Chapter-1, Information to Bidder for Compliance		Bidder needs to calibrate all material yearly from OEM & OEM will provide calibration certificate on yearly basis.



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10	Added foot note under clause 4.1 of Chapter-4, 'Thermographic Bullet Camera with Temperature Detection Software'		Bidder has to submit self certification that supplied camera is ONVIF S compliance and it will be demonstrated during the pre-dispatch inspection as mentioned in foot note of clause 7.5 of Chapter 7.
11.	Point No. 3 of clause 4.3 of Chapter-4, Handheld Thermographic Camera Temperature with Temperature Detection Software	320x240 or higher visible camera resolution	'Deleted'

The last date of submission of bids is also extended from 01.09.2020 to 04.09.2020 up to 15.00 Hrs. Tender will be opened at 15:30 Hrs. on 04.09.2020

All other term & conditions of tender documents will remain same.

(Ujjwal Shukla) DGM/Project

