

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
5th Floor Pragati Maidan Metro Station Building, New Delhi-110001**

Amendment/Corrigendum No.5 Dated: 09.08.2017

IFB No: HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC dated 15.05.2017,
NCB Bid Document No.: HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC dated 15-05-2017

Please refer to the above Invitation for Bid (IFB) uploaded on DFCC website for the work “PROJECT MANAGEMENT CONSULTANCY for Design, Supply and Construction of Track, Signaling & Telecom works, Traction Power Supply, SCADA, OHE, General Electrical Works and Testing & Commissioning for double track electrified railway line from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor”, following Amendment/Corrigendum is being issued in the RFP document/NCB Bid Document No. HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC dated 15-05-2017 in supersession of **Amendment/Corrigendum No.3 Dated: 20.07.2017** :

SN	Bid Document Section	Clause No. and page No.	Amendment in the RFP/Bid Document
1.	Section-2 (Instructions to Consultant, Data Sheet and Evaluation & Selection Criteria)	B. INSTRUCTIONS TO CONSULTANTS (ITC), Para 4.3.6, (Page 27 of 162)	<p>Delete the contents of Para 4.3.6 and replace with the following :</p> <p>“Tax Liability: The consultant is liable to pay taxes as applicable. However, GST (Goods and Services Tax) as applicable will be paid extra to the consultant by the Employer (DFCCIL). All other taxes shall be payable by the Consultant. DFCCIL shall be deducting “tax to be deducted at source” as per Tax laws in India. The consultant should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates of GST/change in law, the consultant gets any credits/benefits, the same shall be passed on to DFCCIL by way of reduction in prices. An undertaking to this effect shall be submitted by the consultant which is included in the Form-1B at para-5 (iii). Documentary evidence of GST paid in the previous bill/IPC shall be submitted by the consultant while submitting the next bill/IPC (Interim Payment Certificate). Any amendment in contract clause required on account of GST and subsequent clarifications received thereon, shall be made with the mutual consent of both the parties (i.e. consultant and DFCCIL).”</p>

2.	Section-2 (Instructions to Consultant, Data Sheet and Evaluation & Selection Criteria)	B. INSTRUCTIONS TO CONSULTANTS (ITC), Para 5.6.6.2 (ii) (b), (Page 33 of 162)	Delete the contents of Para 5.6.6.2 (ii) (b) and replace with the following : “The Financial Offer shall take into account all expenses and tax liabilities except GST (Goods and Services Tax). ”
3.	Section-2 (Instructions to Consultant, Data Sheet and Evaluation & Selection Criteria)	C. DATA SHEET (ANNEXURE 1), S.No. 9 of the Table, (Page 36-37 of 162)	Delete the contents at S.No.9 of fourth column under heading ‘Data’ of the Table under sub section C. DATA SHEET (ANNEXURE 1) and replace with the following : “Amount payable by Employer to the consultant under the contract will be subject to local taxation. Income Tax will be deducted as Tax Deducted at Source (TDS). However, GST (Goods and Services Tax) as applicable will be paid extra to the consultant by the Employer (DFCCIL). The consultant should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates of GST/change in law, the consultant gets any credits/benefits, the same shall be passed on to DFCCIL by way of reduction in prices. An undertaking to this effect shall be submitted by the consultant which is included in the Form-1B at para-5 (iii). Documentary evidence of GST paid in the previous bill/IPC shall be submitted by the consultant while submitting the next bill/IPC (Interim Payment Certificate). Any amendment in contract clause required on account of GST and subsequent clarifications received thereon, shall be made with the mutual consent of both the parties (i.e. consultant and DFCCIL).”
4.	Section-2 (Instructions to Consultant, Data Sheet and Evaluation & Selection Criteria)	D. DATA SHEET (Attachment 1), Para 1.4.7.2, (Page 41 of 162)	Delete the contents of Para 1.4.7.2 and replace with the following : “For the purpose of evaluation, the total cost shall include all taxes and duties for which DFCCIL will make payments to the Consultant. However, GST (Goods and Services Tax) as applicable will be paid extra to the consultant by the Employer (DFCCIL). ”
5.	Section-3 PROPOSAL FORMS (Technical & Financial)	Form-1B, Para 5 (i), (Page 56 of 162)	Delete the contents of Para 5 (i) of Form-1B and replace with the following : “i) Our attached financial proposal is for the sum of Rs. (Rupees only) inclusive of all local taxes, but exclusive of GST (Goods and Services Tax) as applicable. ”

6.	Section-3 PROPOSAL FORMS (Technical & Financial)	Form-1B, New Para 5 (iii), (Page 56 of 162)	Add New Para 5 (iii) in the Form-1B as under: “iii) We undertake that, we will adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates of GST/change in law, we get any credits/benefits, the same shall be passed on to DFCCIL by way of reduction in prices.”
7.	Section-3 PROPOSAL FORMS (Technical & Financial)	Form-10, Note: 1, (Page 82 of 162)	Delete the contents of Note: 1 below the Table ‘(I) Remuneration’ of Form-10 and replace with the following : <i>“The remuneration for person shall include inclusive of all the payments, expenditure allowances, overheads & profit, and all Taxes and cess thereon [excluding GST (Goods and Services Tax) as applicable]. Other reimbursable expenditures as stipulated in bidding document will be over and above this.”</i>
8.	Section-5 (Form of agreement, General Conditions of Contract)	Form of Agreement, Para Sl. No. 2, (Page 139 of 162)	Delete the contents of Para at Sl. No. 2 of ‘Form of Agreement’ and replace with the following : “The Parties agree that the total value of the Consultancy (the “Contract Value”) is Rs. _____ (Rupees _____) including all taxes but excluding GST (Goods and Services Tax) and the total time for completing the Services under the Consultancy is _____months.”

GGM/CO/EC