

Corrigendum No. 5

Tender No: **MUMBAI/N/EN/ROB/LC-118, date 06.06.2017**

Corrigendum No-5, dated 16.09.2017

Name of Work: "Construction of one ROB including approaches complete in lieu of existing LC no. 118 at KM 228/30-32 between Vedchcha – Hansapore Railway station of Virar – Surat Section of Mumbai Division of Western Railway".

On account of introduction of GST with effect from 01.07.2017. The followings changes are necessitated in the NIT issued prior to 01.07.2017 to make them compatible to GST regime.

1. In Clause no. 20.7 of Part I of Packet A.

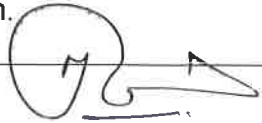
Existing		Revised	
7	Service Tax Registration Certificate (Statutory document).	7	GST Registration Certificate (Statutory document).

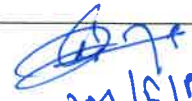
2. In Clause no. 1.3.4.13 of Part I (Chapter III) of Packet A.

Existing		Revised	
1.3.4.13	Sales Tax / Commercial Tax / works contract Tax: Taxes prescribed by the central Government / State Govt. / Local bodies at the rate prescribed by them will be recovered from the bills from time to time.	1.3.4.13	Works Contract Tax or any other tax except GST: Taxes prescribed by the central Government / State Govt. / Local bodies at the rate prescribed by them will be recovered from the bills from time to time.

3. In Clause no. 46A.7 of Part I (Chapter IV) of Packet A.

Existing		Revised	
S _Q	SAIL's (Steel Authority of India Limited) ex-works / ex plant price plus excise duty there of (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing rate on the first day of the month in which the steel was purchased by the contractor or as prevailing rate on the first day of the month in which the steel was brought to the site by contractor whichever is lower. In case there is no notification by SAIL for the month under consideration, the price of steel as notified in the last available month is to taken.	S _Q	SAIL's (Steel Authority of India Limited) ex-works / ex plant price plus GST there of (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing rate on the first day of the month in which the steel was purchased by the contractor or as prevailing rate on the first day of the month in which the steel was brought to the site by contractor whichever is lower. In case there is no notification by SAIL for the month under consideration, the price of steel as notified in the last available month is to taken.


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<p>S_B SAIL's Ex- works price plus excise duty there of (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of month in which the tender was opened.</p>	<p>S_B SAIL's Ex- works price plus GST there of (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of month in which the tender was opened.</p>
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4. In Clause no. 1.6, 1.7, 1.8, 1.9 & 1.10 of Part III (B) of Additional Technical Specifications of Packet A.

Existing	Revised
<p>1.6 SERVICE TAX</p> <p>Service Tax as applicable on gross value of each running account bill shall be paid by DFCCIL on submission of payment proof as per prevailing law.</p>	<p>1.6 GST</p> <p>GST as applicable from time to time on taxable value of each running account bill shall be paid by DFCCIL.</p>
<p>1.7 PERMITS, FEES, TAXES & ROYALTIES.</p> <p>Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax, octroi and other taxes State and Central Government except Service tax. Service tax will be paid by DFCCIL as per prevailing rate.</p> <p>The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.</p>	<p>1.7 PERMITS, FEES, TAXES & ROYALTIES.</p> <p>Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all taxes and duties except GST tax, GST will be paid by DFCCIL as per prevailing rate.</p> <p>The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.</p>
<p>1.8 STATUTORY INCREASE IN DUTIES, TAXES ETC.</p> <p>All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing</p>	<p>1.8 STATUTORY INCREASE IN DUTIES, TAXES ETC.</p> <p>Tenderers will examine the various provisions of the Central Goods and Service Tax Act, 2017</p>

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rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc.

Further **DFCCIL** shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/bidding contractor should bear the above fact in mind.

(CGST)/Integrated Goods and service Tax Act, 2017(IGST)/ Union Territory Goods and service Tax Act, 2017(UTGST)/ respective state's State Goods and Service Tax Act (SGST) also, as notified by Central / State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies as mentioned in 1.7 above.

Further **DFCCIL** shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc except GST. At the time of quoting/ bidding contractor should bear the above fact in mind.

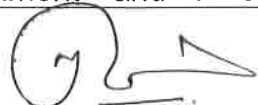
The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.


1.9 EXCISE DUTY OR ANY OTHER TAXES/DUTIES:

The contractor shall bear full excise duty, sales tax and / or any other taxes/ duties levied by State Government and / or Central

1.9 EXCISE DUTY OR ANY OTHER TAXES/DUTIES:

The contractor shall bear full taxes / duties other than GST duties levied by State Government and / or Central Government /Local


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Government/Local bodies from time to time. This would be entirely a matter between the contractor and the State / Central Government /Local bodies. No claim, what so ever, on this account shall be entertained by Railways.	bodies from time to time. This would be entirely a matter between the contractor and the State / Central Government/ Local bodies. No claim, what so ever, on this account shall be entertained by DFCCIL.
1.10 ROAD TAX CHARGES: Road Tax/Charges levied by Government for movement of vehicles of contractor, used in transportation, shall be borne by the contractor and no reimbursement on this account will be made by the Railways.	1.10 ROAD TAX CHARGES: Road Tax/Charges levied by Government for movement of vehicles of contractor, used in transportation, shall be borne by the contractor and no reimbursement on this account will be made by the DFCCIL.
Added	1.16 ANTI PROFITEERING CLAUSE: The contractor 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 contractor gets any credits / benefits, the same shall be passed on to DFCCIL by way of reduction in prices.

5. Cost of Tender document and Tender processing fees .

Existing	Revised
1. Cost of Tender document :- Rs 10000/- To be paid by D.D./Banker's Cheque in favour of DFCCIL payable at Mumbai.	1. Cost of Tender document :- Rs 10000 + GST (18%) To be paid by D.D./Banker's Cheque in favour of DFCCIL payable at Mumbai.
2. Tender processing fees :- Rs 7,500/- plus taxes and duties as applicable (non refundable) through e- payment while uploading of tender.	2. Tender processing fees :- Rs 7,500 + GST (18%) plus taxes and duties as applicable (non refundable) through e- payment while uploading of tender.

6. In notes no. 1 of Form No. 3 of Packet-B.

Existing	Revised
(i) The above prices are inclusive of all taxes, duties including Excise duty, Sales Tax, Octroi, Local levies, works contract tax etc.	(i) The above prices are inclusive of all taxes, duties, levies, etc. Except GST. a. GST as applicable from time to time on taxable value of each running account bill shall be paid by DFCCIL. b. The contractor should adhere to anti profiteering provisions as per

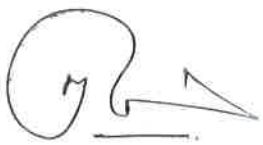

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	section 171 of the CGST Act. Where due to change in the rates of GST / Change in law, the contractor gets any credits / benefits, the same shall be passed on to DFCCIL by way of reduction in prices.
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7. EXTENSION OF DATE & TIME SCHEDULE

Description	Old date & time schedule	Extended date & time schedule
Bid submission Last date (Online)	26.09.2017 up to 15.00 Hrs.	14.10.2017 up to 15.00 Hrs.
Last date of submission of originals of statutory documents i.e. EMD & Tender Document Charge	03.10.2017 up to 17.30 Hrs.	23.10.2017 up to 17.30 Hrs.
Bid Opening date & Time (online)	04.10.2017 at 15.00 Hrs.	24.10.2017 at 15.00 Hrs.


22.09.2017
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