

## Corrigendum I

Dated: 14.07.2017

### **Subject: Tender for empanelment of Travel Agency**

*Ref: Tender no. AA:GAX:17:TA:101 dated 06.07.2017*

#### **1. Revised Pre-Qualifying Requirement (PQR)**

*(Annexure A of NIT – Page 2)*

- A. The bidder should have PAN (Permanent Account number) and GST Registration No.
- B. The bidder's average annual financial turnover during the last three financial years ending 31st March'16 should be at least Rs. 772.50 lakhs.
- C. The experience of having successfully completed or currently executing similar Job/ services during last 7 years ending on 30.06.2017 should be either of the following: -
  - a) The bidder should have executed the business volume of Rs. 1030.00 lakhs each in three similar jobs / services.
  - or
  - b) The bidder should have executed the business volume of Rs. 1287.50 lakhs each in three similar jobs / services.
  - or
  - c) The bidder should have executed the business volume of Rs. 2060.00 lakhs each in three similar jobs / services.

"Similar Job / service" refers to "Providing Travel Service to PSUs / Central Government / State Government / Autonomous Institutions / Corporates including MNC".

#### **2. Revised Taxes and Duties Clause**

*(Clause No. 14 of Annexure B of NIT – Page 7)*

- a) To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit (as mentioned in Revised Payment Terms at S.No. 3 below) in the name of respective BHEL Unit/Office/Region.
- b) The contractor has to submit their GST registration certificate to respective BHEL Unit/Office/Region within 30 days from the acceptance of work order. GSTIN of BHEL will be provided to the contractor by respective office of BHEL within 30 days from the placement of work order.
- c) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- d) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.

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- e) Travel Agent shall issue GST compliant invoice for entire air/rail fare including agency commission under his GSTIN **OR** two separate GST compliant tax invoices i.e. one Tax invoice raised by the airlines/railways for air/rail travel services in the name of respective BHEL Unit/Region/Office and other GST compliant tax invoice in line with GST law & GST invoice rules raised by travel agent towards commission charges as charge by travel agent.
- f) Payment shall be made to contractor only after submission of GST compliant Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24%) shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
- g) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/nonpayment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's bill and/or adjusted against GST amount not paid as indicated under (f) above.
- h) Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.

### 3. Revised Payments Terms

*(Clause No. 12 of Annexure B of NIT – Page 7)*

The bills along with supporting vouchers shall be accepted on fortnightly basis and the payment, excluding GST & notional interest thereon, shall be made within 15 days from the date of submission of the bills, complete in all respects after due verification subject to other terms & conditions mentioned in Clause no. 2 above (Taxes & Duties).

No interest shall be payable for delay in making the payment.

### 4. Revised Penalty Clauses

*(Clause No. 17 of Annexure B of NIT – Page 9)*

- a) The empaneled travel agency is required to book the ticket immediately on receipt of movement order / communication from the concerned BHEL travel desk representative. Such booking shall in no case, be later than 6 hours of receipt of movement order or 2-3 hours before scheduled departure of flight in case of priority /urgent/same day booking whichever is earlier. In the event of failure to do so, the Travel Agent will be liable to pay a sum of Rs 500/- per incident.

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- b) The empaneled travel agent must book the ticket strictly at the most economical fare available for the indicated time slot (for economical fare, the travel agent has to submit the screenshot of lowest fare as a documentary evidence), as per the Deal Code of various airlines with BHEL (as provided by BHEL) unless otherwise specified in the Movement Order or as per the written instructions (through EMAIL, WHATSAPP or SMS) given by concerned BHEL Travel Desk Representative. Failing to do so shall lead to penalty of Rs. 500/- per incident in addition to difference between the lowest cost & actual cost of the ticket booked.
- c) In case, cancellation of the ticket is not made by the empaneled travel agent even after written communication (through EMAIL, WHATSAPP or SMS) by the Executive concerned or by the BHEL Travel Desk representative requesting such cancellation within the permissible time (as per the Airline Rules) for making the cancellation, no payment shall be made to empaneled travel agency for that particular ticket.

### 5. Revised Security Deposit Clause

*(Clause No. 17 of Annexure B of NIT – Page 9)*

The Security Deposit (SD) shall be Rs. 5 lakhs for each successful bidder. The same can be adjusted against EMD.

The Security Deposit shall not carry any interest.

In case of empanelled agency(ies) (exempted from EMD), the Security deposit (Rs. 5 lakhs) shall have to be deposited with BHEL along with the acceptance of LOA with a validity of 27 months. The Security Deposit can be furnished in the following form:

- a) Cash (as permissible under the extant Income Tax Act)
  - b) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
  - c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
  - e) Securities available from Indian Post offices such as National Savings Certificates,
  - f) Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

### 6. Revised Composition of Bid Clause

*(Annexure C of NIT – Page 15-16)*

*(Only the clauses mentioned below are revised, other clause of composition of bids shall remain same as mentioned in NIT)*

- a.1) EMD of Rs. 5,00,000/- (Rupees Five Lakhs Only) (as per S.No. 1 of Annexure – “B” of NIT) in the form of Pay Order or Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope.
- a.2) Copy of PAN Card & GST Registration Certificate / acknowledgment duly signed and stamped by the bidder.
- a.3 & a.4) Shall remain same as mentioned in NIT

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- a.5) Only work orders (issues in last 7 years ending 31.03.2016 only) and supporting work experience certificates (as per format given at Annexure G) from the clients shall be submitted as proof against S.No.C of Revised PQR. In case of unavailability / Non disclosure agreement of Work Order, *the bidder can submit the experience certificate from the concerned customer in the format give at Annexure G only. In case of currently executing contract, the total billing from start of contract till 31.03.2016 should clearly be mentioned in Annexure G.* BHEL reserves the right to verify the correctness of the certificates of the clients.
- a.6 to a.11) *Shall remain same as mentioned in NIT*

### 7. Revised Finalization of Award Clause

(Clause No. 4c of Annexure B of NIT – Page 6)

Based on the outcome of PBO, the bidders would be ranked from L1 position in ascending order. Since BHEL intends to empanel three parties, counter-offer of L1 bidder shall be given to the next higher bidder in the rank, i.e., L2 & so on. The empanelment of second & third party shall be subject to matching the L-1 rates. *In case no other bidder matches the L1 rates for empanelment, BHEL reserves the right to award the contract for the entire scope of work on L1 bidder.*

In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates on the date of opening on the spot. This process would continue till the distinct L1 rate is arrived.

The business allocation among L1, L2 & L3 bidder shall be as per Annexure D. Empanelled agencies shall be required to furnish Quarterly MIR for the total volume of business handled by them, latest by 10<sup>th</sup> day of commencement of next month. However, depending upon the suitability, dependability & reliability of the services, BHEL reserves the right to split the business between the parties.

### 8. Revised Date of submission & Opening of Bids

The last date for submission of bids and opening of bids shall be Tuesday, 18.07.2017 at 10:30 hrs & 11:00 hrs respectively.

*Maulik Bhaskar*