

THE NATIONAL SMALL INDUSTRIES CORPORATION Ltd.,
(A GOVERNMENT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE
NEW DELHI -110020.

Ref. SIC/ADMN/3/32/2017-18

Dated:

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MANAGER (ADMN)
ISSUING AUTHORITY



THE NATIONAL SMALL INDUSTRIES CORPORATION LIMITED
“NSIC BHAWAN”
Okhla Industrial Estate
New Delhi -110 020
CIN No. U74140DL1955GOI002481

Tender Document

For

Domestic & International Air Ticket Booking and other allied services
AT NSIC, Head Office Premises, NSIC Bhawan
Okhla Industrial Estate, New Delhi-110 020

Date of Publishing of tender	:	06.09.2017 (At 11.00 AM)
Pre-Bid Meet	:	13.09.2017 (At 4.00 PM) (In G.M. (Admn) Room, 2nd Floor)
Last date of receipt of tender	:	20.09.2017(Latest by 3.00 PM)
Date of opening of Technical Bid	:	20.09.2017 (At 4.00 PM)
Date of opening of Price Bid	:	To be communicated later.

Manager (Admin)

The National Small Industries Corporation Ltd.
"NSIC Bhawan", Okhla industrial Estate, New Delhi – 110 020
CIN No. U74140DL1955GOI002481

NOTICE INVITING TENDERS

Separate sealed tenders with 90 days validity from the date of opening of tenders are invited by The National Small Industries Corporation Ltd, New Delhi-110020 from experienced, eligible and IATA registered **Delhi / NCR based agencies** for empanelment of providing **Domestic & International Air Ticket booking and other allied services to NSIC** under two bid systems **Technical Bid as well as Price Bid.**

1. Tender documents can be obtained from our office at the address given below from 04.09.2017 to 18.09.2017 on all working days from 10.00 AM to 5.45 PM (Monday to Friday) by making a payment of Rs.1000/- (non-refundable) by DD in favour of **The National Small Industries Corporation Ltd., New Delhi.**
2. The tender form may also be down loaded from website www.nsic.co.in , however in such a case, Rs.1000/- per tender has to be deposited by DD drawn on The National Small Industries Corporation Limited, New Delhi to become eligible to submit the same. However, Agency registered with NSIC's Single Point Registration Scheme/DIC/having Udyog Aadhar will be exempted from tender fee.
3. Pre-Bid meeting of the prospective bidders will be held in the room of GM (Admn.) at NSIC Bhawan, Okhla Industrial Estate, New Delhi 110020 on **11.09.2017 at 4.00PM.** All interested tenderer are invited to attend the same.
4. The separate Tenders i.e. Technical Bid and Price Bid, complete in all respect in sealed envelopes must reach this office at the below mentioned address **latest by 3.00PM on 18.09.2017**, otherwise it will not be accepted.

Manager (Admin)
NSIC Ltd, NSIC Bhawan,
Okhla Industrial Estate,
New Delhi-110 020
5. Technical Bid will be opened on 18.09.2017 **at 4.00PM** in the room of GM (Admn.) at NSIC Bhawan, Okhla Industrial Estate, New Delhi -110020 in the presence of the representatives of tenderers.
6. Price Bid will be opened for those tenders only who qualifies technically and **suitable date and time will be communicated later on to the technically qualified tenders.**
7. The sealed envelopes must be super scribed with **"Tender for providing Domestic & International Air Ticket booking and other allied services"** at NSIC Head Office premises, Okhla Industrial Estate, New Delhi-110 020".
8. The tender is meant for empanelment of more than one agencies and criteria for lowest service charge. All those qualified bidders will be empaneled who agree to provide the service on the above criteria.
9. Please make sure that NSIC is very concerned about quality of services and will require 24x7 assistance of booking air tickets or for cancellation of the pre-booked tickets.
10. NSIC does not own any liability if the bids are not submitted within due date and time as per requirement.

Manager (Admin)

ELIGIBILITY CRITERIA

- (a) Bidder shall be an Indian Company / firm engaged in Tours and Travels (Domestic/International)–Air and have its office/branch office in Delhi/ NCR.
- (b) Bidder should be member of IATA, please attach valid document of proof.
- (c) Bidder should furnish an undertaking to the effect that the agency/ company/ firm has not been black listed by any Government Department/Institution/ Reputed Organisation.
- (d) The bidder should have an average annual turnover of more than Rs.100 lakh for the last 3 years i.e. 2014-2015, 2015-16 and 2016-17. Please attach copy of Balance Sheet, Statement of Profit & Loss or certificate from CA indicating the turnover during last four financial years. **However, for SC/ST agency /firm/company minimum annual turnover should be Rs. 25 lakh and in each of last three financial years i.e. 2014-2015, 2015-2016 and 2016-17.**
- (e) The Bidder may also submit list of existing clients including government departments along with details of orders.

GENERAL TERMS & CONDITIONS

1. NSIC reserves the right to extend the deadline for submission of bids by issuing an amendment in which case all rights and obligation of the NSIC and the bidders subject to the original deadline will then be subject to the new deadline.
2. Withdrawal or modification of a bid after submission of bids may result in the forfeiture of the EMD.
3. The Technical Bid should accompany a DD of Rs. 50,000/-(Rupees Fifty Thousand Only) towards Earnest Money Deposit (EMD) and tender document fee of Rs. 1,000/- (Non-refundable) in the form of DD of any nationalized bank in the Name of NSIC Ltd, New Delhi to be enclosed along with Technical Bid. Tender received without EMD & Tender Fee or lesser amounts will be summarily rejected. However, Agency registered with NSIC's Single Point Registration Scheme/ DIC/ having Udyog Aadhar will be exempted from tender fee and EMD charges. **However, for SC/ST agency /firm/company, EMD and tender cost will be exempted.**

The bidder shall deposit Earnest Money (EMD) of Rs. 50,000/- in the form of Demand Draft/pay order issued in favour of "The National Small Industries Corporation Ltd." payable at Delhi. Following information should be marked on the face of the sealed envelope:

Name and Address of Party.....

Tender No.....

4. The EMD of the bidder shall be forfeited:
 - a. If the bidder withdraws or alters the bid during the of bid validity period i.e. 90 days.
 - b. In case successful bidder fails to accept letter of award within the stipulated period mentioned in letter of award, besides forfeiture of EMD, bidder shall not be considered for participation in any bidding process for next three years in NSIC.
 - c. In case successful bidder, fails to furnish the required Performance Guarantee within the specified time limit.
5. The Bidder should have valid registration with Department of Tourism, Government of India. Please attach documentary evidence.
6. Bidder should have valid GST No. and PAN. Please attach documentary evidence.
7. NSIC reserves the right to carry out capability assessment of the Bidders and its decision shall be final in this regard.
8. The EMD of successful bidder shall be released without interest after submission of performance bank guarantee. The EMD of unsuccessful bidders will be returned after completion of bidding process without any interest after acceptance of LOI by the bidder after award of work.
9. NSIC may modify the bidding documents by amendments at any time prior to the deadline for submission of bids, for any reason, whether at its own initiative or in response to a clarification required by prospective bidders or extends the deadlines for submission of bids. Such amendments will be placed on NSIC's website.
10. The bid shall remain valid for a period of three months from the date of opening of the bids.

RATES AND PRICES

Bidders should quote the amount of service charge Rs. _____ per person as per format given at Annexure-I. Incomplete bids will summarily be rejected.

DURATION OF CONTRACT:-

The duration of this contract shall be **24 (twenty four) months** from the date of award of the work as is to be mentioned in the work order to be placed on the successful party. However the duration can be extended further for a period of up to 24 (Twenty four) months based upon satisfactory completion of the currency of the contract, on the terms and conditions deemed fit by the corporation.

TERMS OF PAYMENT

No advance payment will be made for any kind of booking. Payment will be released on monthly basis within a fortnight after receipt of bill accompanied with copy of air ticket issued by respective airline and certification by Administration Division that the services provided during the month are satisfactory.

NSIC will deduct Income Tax at source under section 194-C or any other relevant section of the Income Tax Act with intimation to the successful bidder.

TERMINATION

NSIC reserves the right for termination of the contract at any time by giving 30 days written notice, if the services are found unsatisfactory and also has the right to award the contract to any other travel agency at the cost, risk and responsibilities of successful bidder and excess expenditure incurred on account of this will be recovered by NSIC from Security Deposit or pending bill/s or by raising a separate claim.

LIQUIDATED DAMAGES

The successful bidder/agency is expected to deliver the tickets/services expeditiously. Email copy of the tickets will be sent within two hours of booking in office working hours. Physical delivery of the tickets shall also be affected, wherever required, within 8 working hours of booking. In case of exceptions of delay, the following deductions shall be effected from the agency:-

- a) 2% in case of bulk air ticket booking on the value of ticket not provided by the agency.
- b) 5% in case of individual air ticket booking.

The above deductions shall be effected from the payment of relevant bills. However, if such exceptions become a general practice, NSIC may invoke termination clause after giving prior notice supported by instances of repeated exceptions.

PERFORMANCE GUARANTEE

After award of work, the successful bidders shall submit the **performance bank guarantee of the amount equivalent to Rs 5,00,000/- within 10 days of the date of acceptance of the bid for due and proper fulfilment of contract.** Payment will not be released without submission of requisite valid performance guarantee. The performance Bank Guarantee should be in the prescribed format (Annexure-II) from any Scheduled commercial Bank having its branch at Delhi/ New Delhi in favour of "The National Small Industries Corporation Ltd." valid for -----years from the date of issuance of bank guarantee.

Successful bidders shall enter into an agreement with NSIC as per Annexure-III on Rs. 100/- non-judicial stamp paper.

CONCILIATION/ ARBITRATION

If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties (NSIC and Successful Bidder), the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by competent authority of NSIC i.e. G.M. (Admn)

In the event no amicable resolution or settlement is reached between the parties (NSIC and Successful Bidder) within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by competent authority of NSIC ie. CMD.

Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Successful Bidder shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Successful Bidder shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation Act, 2015 and Laws of India as amended or enacted from time to time.

The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.

The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceedings.

FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely NSIC and the Successful Bidder.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause immediately amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions. NSIC shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

Miscellaneous Terms

NSIC reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of NSIC's action.

NSIC reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.

As per Directives of Govt. of India, following facilities have been extended to micro, small & medium enterprises (MSME units) registered with National Small Industries Corporation/DIC/having Udyog Aadhar:-

- 1) Issue of Tender Sets free of cost.
- 2) Exemption from payment of Earnest Money.

Such bidders shall attach the valid registration certificate along with other required documents.

Failure to furnish all information required and/or false/Incorrect information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the bidder risk and may result in rejection of its bid.

The bidder must comply with the tender specification and all terms & condition of contract. No deviation in terms & condition of the contract shall be entertained unless specially mentioned by the agency/bidders in the bid and accepted by NSIC.

The bidder will be responsible for compliance with all Central and State laws as per rules/regulations / byelaws and order of the local authorities and statutory bodies as may be in force from time to time during the contract period.

The Successful Bidder shall not assign the contract or any part thereof without the prior written consent /approval of the NSIC. The Successful Bidder shall also not sublet the work or part of the work except with the written consent of NSIC and such consent even if provided shall not relieve the Bidder of successful execution of the contract.

Withdrawal or cancellation of registration certificate of IATA during the contract period will automatically result in cancellation of NSIC contract.

Any clarification on the documents may be obtained from:-

**Deputy Manager (Admn),
NSIC Bhawan, Okhla Industrial Estate,
New Delhi-110020**

JOB SPECIFICATIONS AND SCOPE OF WORK

The Successful Bidder would ensure booking of tickets /confirmation of waitlisted tickets, delivery of tickets during working hours/holidays/ after office hours (at the expense of the Successful Bidder), collection of tickets for cancellation, getting visa, passports, confirmation/cancellation, up gradation/revalidation of tickets, delivery of tickets, documents. The scope of work of the agency in brief is as under:

1. Booking and issuing of domestic/international air ticket including pre-paid tickets.
2. Assistance for issue/obtaining new passport/ renewal and miscellaneous passport related services.
3. Assistance for obtaining visa and submitting passport at the embassies.
4. Issuance of foreign exchange as per RBI guidelines. The Agencies should have valid license for foreign exchange issued by RBI from time to time.
5. Obtaining travel related insurance including overseas medical insurance.
6. The agency will be available 24*7 assistance for booking /cancellation of air tickets.
7. The agency will pass on to NSIC all concessions /facilities extended by the airlines to the passenger on air journeys booked by NSIC.
8. Submission of a formatted monthly statement of bills raised showing discount provided to NSIC. In addition to the above, the statement should also include the cost of ticket of airline.
9. Assisting NSIC Employees in getting enrolled in frequent flyer Programmes.
10. Delivery of the tickets and travel documents either at NSIC Corporate Office, NCR of Delhi or if advised at the residence of the officer(s) travelling within NCR of Delhi

SPECIAL TERMS AND CONDITIONS

1. The Successful Bidder should inform the Corporation about the various incentives such as extra incentive/discount/complimentary ticket etc. being offered by various airlines from time to time over and above the discount offered by them.
2. Cancellation Charges of all Domestic Air Tickets will be paid as per norms of concerned Airlines.
3. Validity period of all classes of International Air tickets shall be duly mentioned on the ticket.

4. In case of any promotional fare offered by the Airlines, the same will be informed to us and passed on to this corporation over and above the discount offered by your firm.
5. In case of any extra incentive/ privilege like extra ticket etc. (i.e. over and above normal incentive/discount to Travel Agents) is given by the Airlines the same will be passed on to the account of NSIC and not to the person for whom ticket is booked.
6. If during the visit abroad any sector remain unused, the Air Tickets Coupons will be passed on to the Successful Bidder for refund and the agency shall arrange refund to NSIC.
7. The booking for Air tickets will be passed on to the agency through e-mail and telephonically by authorized representatives of this Corporation and the same will be arranged by Bidder within the specified time. The Successful Bidder will deliver the tickets in NSIC or if required at the residence of employees in time and in case of any change or cancellation, the agency shall arrange for collection of the ticket and doing the needful as per direction of NSIC/authorized officer.
8. The requisition for air tickets/Visa/ Passport must be taken by the agency from the authorized person of Administration Division or any person designated to be making requisition of tickets by the NSIC. Any tickets made from unauthorized requestor shall not be considered for payment.
9. The e-tickets sent to NSIC must contain in the subject line Name of the traveller, Sector and Date. The email must be sent to the authorized requestor and the traveller.
10. The agency shall make the tickets on the least cost basis. Any change in requirement must be addressed on priority.
11. For cancellation of air ticket, no service charge will be payable to booking agency. The agency will charge only the cancellation charges which are charged by airline.
12. For assistance in obtaining Visa / passport, VFS service charge on approved rate/ prescribed by VFS centres will be paid by the NSIC.
13. The agency will be responsible for compliance with all central & state law as per rules/ regulations by laws & order of local authorities & statutory bodies as be in force from time to time during the contract period.

TENDER FOR EMPANELMENT OF TRAVEL AGENT FOR BOOKING OF AIR TICKETS

FORMAT FOR FINANCIAL BID

S.No.	Description	Details
1.	<p><u>Domestic Air Travel:</u></p> <p>A. Service Charge per person (Air booking)</p>	<p>Rs..... (Per person)</p>
2.	<p><u>International Air Travel:</u></p> <p>A. Service Charge (Air booking) B. Service Charge for Visa (Per person) (Other than the fees payable to VFS Centre or Embassy of the concerned country)</p>	<p>-----.% of ticket value Rs..... (Per person)</p>

Note:

1. For booking of air tickets, NSIC will pay service charge at the rate of Rs.----- per person.
2. Booking of tickets shall be made at the minimum available rates.
3. Add on services (Web check-in including preferred seat booking and meal etc. shall be chargeable at the actual rate charged by airlines. No additional service charge shall be payable on the same by NSIC. Add on services shall be provided after obtaining specific instructions from authorized signatory of NSIC.
4. No other additional charges would be payable by NSIC except service charge and applicable tax.
5. No service charge will be payable for cancellation of pre-booked air tickets.
6. If there is any discount or incentive is provided by Airline(s) on booking of tickets, it shall be passed on to NSIC.
7. The empaneled agency shall provide 24x7 assistance on all days for booking air tickets or for cancellation of the pre-booked tickets.

The terms & conditions contained in the tender documents are acceptable to me / us.

(Signatures of Authorized Signatory)
Name _____
Designation _____

Date:
Place:

**Agreement for Domestic & International Air Ticket Booking and
other Allied Service**

This agreement is executed on the -----day of -----, 2017 between The National Small Industries Corporation Ltd. (A Govt. of India Enterprise) a company incorporated under the Companies Act 1956 and having its Head Office at NSIC Bhawan, Okhla Industrial Estate, New Delhi-110 020 (hereinafter referred as Corporation) of the one part

AND

M/s -----
(Proprietorship/Partnership Firm/Company) -----
------(Complete Address), hereinafter referred to as the Travel Agent which expression shall include its legal heirs / successors, representatives and assignees of the other part

Whereas, M/s -----, a private Limited/Ltd. Company /proprietorship/partnership firm has quoted its rates for air booking services to the Corporation w.e.f. -----

NOW IT IS Agreed by and between the parties as under:-

1. The contract for providing air booking services shall be deemed to have come into force on 1st day of the month of -----.
2. The contract shall be valid for the period from ----- to ----- which may further be extended by Corporation for a period upto ----- months on the similar terms and conditions based upon satisfactory completion of contract.
3. The corporation has agreed to empanel M/sTravel agency for air booking services for NSIC officials on the agreed terms and conditions.
4. In case of the breach of any terms of this agreement or if the Travel Agency becomes insolvent or fails and/or neglects to carry out instructions of the Corporation or violates any guidelines or owing to deficiency of service, substandard quality of work, breach of contract, reduction or cessation of the requirement of work, the corporation shall be entitled to terminate this agreement by giving 30 days' notice in advance in writing to the Travel agency without prejudice to other rights and remedies available to it. On termination of the Agreement, the liability of the corporation for payment of any amount shall cease.

5. In case the Travel agency does not intend to continue with the work it shall give 90 days' advance notice in writing for termination of contract.
6. The Travel agency shall not transfer , assign, pledge or sub-contract its rights and liabilities under this contract to any other Travel agency without prior written consent of the Corporation
7. The Travel Agency shall depute a coordinator/representative who would be responsible for the immediate interaction with the Corporation for prompt and emergent services.
8. The Travel Agent shall indemnify and keep the Corporation harmless from and against all actions, suit proceedings, losses, costs damages, charges, claims and demand of every nature and description brought or recovered against Corporation by reason of any act or omission on the part of the Travel Agent, its agents or employees in the execution of the work or in regard to the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Corporation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
9. The Travel Agency shall deposit within ten working days after award of work, the **performance bank guarantee amounting to Rs 5,00,000/- for due and proper fulfilment of contract.** Payment will not be released by the Corporation without submission of requisite valid performance bank guarantee, in the format provided by the Corporation. The Security Deposit shall remain interest free.
10. No advance payment will be made for any kind of booking. Payment will be released on monthly basis within a fortnight after receipt of bill from the Travel Agent and certification by Administration Division that the services provided during the month are satisfactory.
11. The Travel agency is expected to deliver the tickets/services expeditiously. Email copy of the tickets will be sent within two hours of booking in office working hours. Physical delivery of the tickets shall also be affected, wherever required, within eight working hours of booking. In case of delay, the following deductions shall be effected from the Travel agency:-
 - a) 2% in case of bulk air ticket booking on the value of ticket not provided by the agency.

b) 5% in case of individual air ticket booking.

The above deductions shall be effected from the payment of relevant bills. However, if such exceptions become a general practice, NSIC may invoke termination clause above after giving prior notice supported by repeated exceptions.

NSIC will deduct Income Tax at source under section 194-C or any other relevant section of the Income Tax Act with intimation to the Travel agency.

12. The Scope of work of the Travel Agency is as under:

- 12.1 Booking and issuing of domestic/international air ticket including pre-paid tickets.
- 12.2 Assistance for issue/obtaining new passport/ renewal and miscellaneous passport related services.
- 12.3 Assistance for obtaining visa and submitting passport at the embassies.
- 12.4 Issuance of foreign exchange as per RBI guidelines. The Travel Agency should have valid license for foreign exchange issued by RBI from time to time.
- 12.5 Obtaining travel related insurance including overseas medical insurance.
- 12.6 The Travel agency will be available 24x7 assistance for booking /cancellation of air tickets.
- 12.7 The Travel agency will pass on to NSIC all concessions /facilities extended by the airlines to the passenger on air journeys booked by NSIC.
- 12.8 Submission of a formatted monthly statement of bills raised showing discount provided to NSIC. In addition to the above, the statement should also include the cost of ticket of airline.
- 12.9 Assisting NSIC Employees in getting enrolled in frequent flyer Programmes.

- 12.10 Delivery of the tickets and travel documents either at NSIC Corporate Office, NCR of Delhi or if advised at the residence of the officer(s) travelling within NCR of Delhi
- 12.11 The agency should inform the Corporation about the various incentives such as extra incentive/discount/complimentary ticket etc. being offered by various airlines from time to time over and above the discount offered by them.
- 12.12 Cancellation Charges of all Domestic Air Tickets will be paid as per norms of concerned Airlines.
- 12.13 Validity period of all classes of International Air tickets shall be duly mentioned on the ticket.
- 12.14 In case of any promotional fare offered by the Airlines, the same will be informed to NSIC and passed on to this corporation over and above the discount offered by Travel Agency.
- 12.15 In case of any extra incentive/ privilege like extra ticket etc. (i.e. over and above normal incentive/discount to Travel Agents) is given by the Airlines the same will be passed on to the account of NSIC and not to the person for whom ticket is booked.
- 12.16 If during the visit abroad any sector remain unused, the Air Tickets Coupons will be passed on to the Travel agency for refund and the Travel agency shall arrange refund to NSIC.
- 12.17 The booking for Air tickets will be passed on to the Travel agency through e-mail and telephonically by authorized representatives of NSIC and the same will be arranged by Travel Agency within the specified time. The agency will deliver the tickets in NSIC or if required at the residence of employees in time and in case of any change or cancellation, the agency shall arrange for collection of the ticket and doing the needful as per direction of NSIC/authorized officer.
- 12.18 The requisition for air tickets/Visa/ Passport must be taken by the Travel agency from the authorized person of Administration Division of NSIC or any person designated to be making requisition of tickets by the NSIC. Any tickets made from unauthorized requestor shall not be considered for payment.

- 12.19 The e-tickets sent to NSIC must contain in the subject line Name of the traveller, Sector and Date. The email must be sent to the authorized requestor and the traveller.
- 12.20 The agency shall make the tickets on the least cost basis. Any change in requirement must be addressed on priority.
- 12.21 For cancellation of air ticket, no service charge will be payable to booking agency. The agency will charge only the cancellation charges which are charged by airline.
- 12.22 For assistance in obtaining Visa/passport, VFS service charge on approved rate/ prescribed by VFS centers will be paid by the NSIC.

13. Dispute Resolution

- 13.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of the Travel Agent or any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders of these conditions, or otherwise concerning the performance of the contract, the execution of failure to execute the same whether arising during the existence of contract or after the termination or abandonment thereof, shall be referred to the sole arbitrator appointed by the Competent Authority i.e.....of the NSIC.
- 13.2 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he thinks proper and it shall be the duty of the parties hereto to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay, Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be Delhi. The Award of the Arbitrator shall be final, conclusive and binding on parties to the contract.

13.3 The law under the Arbitration and Conciliation Act, 1996 as amended by Arbitration and conciliation (Amended) Act 2015 shall be applicable to such proceedings.

13.4 In Case of any dispute/appeal/objection arising out of the aforesaid arbitration, the courts at Delhi alone shall have the jurisdiction to try and decide.

IN WITNESS of above both parties have set their hands to the agreement along with its schedule on the date and month first written in the presence of the witnesses.

Signatures of:

M/s -----	General Manager (Admin) For National Small Industries Corporation Ltd.
Through Sh..... (Authorized Signatory)	NSIC Bhawan, Okhla Industrial Estate, New Delhi-110 020.

Witness
(signature & name and address)

Witness
(Signature & name and address)

Performance Bank Guarantee

The Deed of Guarantee is made this ----- day of -----, 2017 between -----Bank(hereinafter called the "Bank") of the one part and "The National Small Industries Corporation Ltd (A Govt. of India Enterprise)" (hereinafter called "NSIC") of the other part.

Whereas "NSIC" has awarded contract for domestic and international air ticket booking and other allied services to M/s ----- (name and address) (Hereinafter called the "Travel Agent").

And whereas the said contract dt..... provides that travel agent shall furnish to NSIC a performance bank guarantee of Rs. ----- (in words) by way of security for the due observance and performance of the terms and conditions of the contract.

Now we the undersigned ----- (name and address of the bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of -----(full name of bank) hereby declare that the said bank will guarantee the NSIC the full amount of RS..... (amount in words) as stated above.

1. After the Travel Agent has signed the aforementioned contract with the NSIC the Bank is obliged to pay the NSIC any amount up to and inclusive of the aforementioned full amount upon written order from the NSIC to indemnify the NSIC for any liability of damage resulting from any defects or shortcomings of the Travel Agent or the debts NSIC may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the NSIC immediately on demand without delay and without reference to the Travel Agent and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Travel Agent. The Bank shall pay to the NSIC any money so demanded notwithstanding any dispute/disputes raised by the Travel Agent in any suit or proceedings pending before any Court, Tribunal or Arbitrators relating thereto and the liability under this guarantee shall be absolute, unequivocal, unconditional and irrevocable.

2. The decision of the "NSIC" as to whether the travel agent has failed to or neglected to perform or discharge his/its duties and obligation as aforesaid and / or whether the services are free from deficiencies and defects and are capable of performing the work required and as to the amount payable to the "NSIC" by the Bank herein, shall be final and binding on the bank.
3. The guaranty herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said Contract and it shall continue to be enforceable till --
-----.
4. The Bank further agrees that the guaranty herein contained shall remain in full force and effect for a period upto ----- from the date hereof. If any claim accrues or arises against the Bank on or before ---
-----, the same shall be enforceable against the Bank provided the same is enforced before -----.
5. The guaranty herein contained shall not be affected by any change in the constitution of the travel agent, beneficiary/NSIC or the Bank and shall be a continuing one
6. The "NSIC" has fullest liberty without affecting the guaranty to postpone for any time and from time to time any of the powers exercisable by it against the travel agent and either to enforce or forebear any of the terms and conditions and the Bank shall not be released from its liability under this guaranty by any exercise by the "NSIC" of the liberty with reference to the matter referred aforesaid or by reasons time being given to the travel agent or any other forbearance, act or the omission on the part of the "NSIC" or any indulgence by the "NSIC" to the travel agent or by any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.
7. The Bank undertakes not to revoke this guaranty during its currency except with the previous consent of the "NSIC" in writing.

8. The expression 'NSIC', the Bank and the 'Travel Agent' hereinbefore used shall include their respective successor and assigns.
9. Notwithstanding anything contained herein above our liabilities under this guarantee is restricted to Rs ----- (in words) and it shall remain in force up to -----, Unless a demand claim under this Bank guarantee is filed against us by "NSIC" on or before -----, all the rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities here under.

In witness thereof I /we of the Bank have signed and sealed this guarantee on the -----day of -----2017 being herewith duly authorized.

Signature of authorized bank official

ID No. and seal