

Notice Inviting Tender

Empanelment of Service Provider(s) For Providing Single Window Transport (Air, Road & Rail), Boarding / Lodging On Pan- India Basis

Sl. No.	BID-DATA SHEET	
1.	Tender Number	No. 28-1/Transport/2021-22/NBA/
2.	Yearly Estimated Cost of Tender	Rs. 10.00 crores (Total Expenditure – divisible amongst empanelled service providers)
3.	Bid Validity	120 days
4.	Issue of Tender Forms	Tender Forms can be Downloaded from the NBA website: www.nbaind.org ; and from Central Public Procurement Portal (CPPP): www.eprocure.gov.in
5.	Tender Document Delivery Mode	Through Speed Post / Registered Post/ Courier or in Person
6.	Bid security/ Earnest Money Deposit (EMD)	Rs. 5.00 lakhs
7.	Performance Security	Rs. 10.00 lakhs
8.	Publish Date	1 st October, 2021
9.	Document Download / Sale start Date	1 st October, 2021
10.	Pre-bid Meeting Date	7 th October, 2021 at 15:00 Hrs.
11.	Bid Submission Start Date	8 th October, 2021 at 10:00 Hrs.
12.	Document Download / Sale end Date	20 th October, 2021 at 11:30 Hrs.
13.	Bid Submission End Date	20 th October, 2021 at 14:30 Hrs.
14.	Bid Opening Date	20 th October, 2021 at 15:00 Hrs.
15.	Contact Person	For Queries: Dr. Jagdish Arora, Advisor Email: advisor@nbaind.org Tel: 011 24369651 (During office hours 9.30 am to 5.30 pm (Mon-Fri))
16.	Contact Address	National Board of Accreditation 4 th Floor, NBCC Place, East Tower, Pragati Vihar, Bhisham Pitamah Marg, New Delhi – 110003
16.	Details for RTGS / NEFT	Bank: ICICI Bank Account Holder: National Board of Accreditation Account Number: 054805000417 IFS Code: ICIC0000548 Branch: Bisham Pitamah Marg, Pragati Vihar, New Delhi-110003 Account Type: Current Account

Service providers whose services were engaged by the NBA earlier and were found to be defaulters on various grounds, are not eligible for submitting their tenders. Tenders from such bidders would be summarily rejected.

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Chapter 1

Introduction and Scope of Work

1.1. INTRODUCTION & PROJECT BACKGROUND

The National Board of Accreditation (NBA), New Delhi inviting Notice Inviting Tender (NIT) to empanel service Provider(s), who are willing to provide Single Window Transport (Air, Road, Rail), lodging and boarding facilities for its visiting team/experts on PAN India basis.

The National Board of Accreditation (NBA) conducts visits of the experts / expert committees to the institutions desirous of seeking accreditation of their programs by NBA. The visit to the institutions is normally for a period of three days. The experts who visit these institutions are senior academicians, researchers, industry professionals, etc. In addition, NBA also convenes meetings of experts at its premises in New Delhi. In order to facilitate visits of these expert committees to various institutions as well as to NBA Office in New Delhi, travel by air, road, or by rail (as the case may be), boarding and lodging, meals, refreshments, snacks etc is to be arranged. Total expected business would be Rs. 10.00 crores per annum and the business would be distributed amongst empanelled service providers.

NBA intends to empanel IATA-registered Service Provider(s) with a minimum annual turnover of Rs. 2.00 Crores during the past 3 years (2017-18, 2018-19 and 2019-20) who are willing to provide single window transport (Air, Road & Rail), lodging in a decent hotel accommodation and boarding and meals/snacks facilities for its visiting teams/experts giving due consideration to the seniority and stature of experts / officers.

Bidder can download the document and amendments, from the NBA website (www.nbaind.org) or from Central Public Procurement Portal (CPPP), Govt. of India website (www.eprocure.gov.in) and submit the same to NBA along with a Demand Draft / Banker's Cheque / Pay Order as specified in the bid data sheet favouring **"National Board of Accreditation" payable at New Delhi** as EMD in separate sealed envelope super-scribing on it **"Tender for Transport, Boarding/Lodging on PAN India Basis"** so as to reach **Member Secretary, National Board of Accreditation, 4th Floor, NBCC Place, East Tower, Pragati Vihar, Bhisham Pitamah Marg, New Delhi-110003** on the dates and time mentioned in the bid data sheet on the address given above. Tenderers may also transfer the amount to NBA through RTGS as per the details given in Bid Data Sheet.

Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding document. Failure to furnish all information prescribed in the bidding documents or submission of bids not substantially responsive to the bidding documents in every respect may result in the rejection of the bid.

NBA reserves the right to cancel/reject any/all the tenders without assigning any reasons(s).

1.2. SCOPE OF WORK

The scope of work to be performed by the service providers would be as follows:

- 1.2.1 To provide hospitality to the experts whenever a visit or meeting is finalized;
- 1.2.2 Contact details of the invitees, date(s), time and venue of Meeting / Visit will be communicated to the Service Provider in a reasonable period of time before the arrival of the experts / visitors;

- 1.2.3 The Service Provider will contact the invitees for their travel plans, including the travel from his/her residence and back;
- 1.2.4 The Service Provider will provide comprehensive door-to-door service to the experts with high level of coordination on end-to-end basis;
- 1.2.5 The staff of Service Provider, who are contacting the experts / invitees, are expected to be well qualified and decent in their behaviour. The Agency should have dedicated staff for this purpose;
- 1.2.6 The Service Provider should have 24x7 support of booking/cancellation/rescheduling, etc. as the case may be;
- 1.2.7 The Service Provider shall be able to provide single window transport (Air, Road & Rail) and hotel accommodation for NBA's visiting experts on pan India basis, even on short notices.

Interested service providers should furnish their bids in prescribed format along with detailed specifications of the service(s) offered, catalogues and pamphlets and sample copy of the license agreement.

1.3 SPECIAL TERMS AND CONDITIONS OF SERVICES/WORK

1.3.1 Car Rental Service

- ☞ Service Provider shall provide B Segment A/C Multi Utility Vehicle (MUV) to experts;
- ☞ Vehicles provided should be commercially registered with the concerned authorities;
- ☞ Vehicles should be covered under valid insurance cover;
- ☞ Drivers should carry valid driving licenses and be of sound health, good character and antecedents. Driver should be well-mannered with good behaviour;
- ☞ The Drivers should not collect any payment from the guests;
- ☞ The vehicles and the Drivers should go prepared for the said duty along with the necessary fuel, and payments for parking & toll tickets, etc. and should not collect any payment from the guests;
- ☞ Driver should carry mobile phone and report on time;
- ☞ The arrangement about car booking, such as Driver name, Vehicles Number and reporting time should be sent by SMS / WhatsApp to the guests; and
- ☞ The services provider needs to meet/maintain time efficiency.

1.3.2 Airline/ Rail/ Bus Booking

- ☞ Travel Agency must be IATA approved; and
- ☞ Air/Rail tickets should be issued in the minimum refundable fare available at the time of booking by shortest route available.

1.3.3 Hotel Booking

- ☞ Rates should be quoted on single occupancy basis;
- ☞ 5 Star / 4 Star or equivalent hotels should be provided, within the rates applicable to empanelled service providers;
- ☞ Hotels should preferably have Conference Room facility;
- ☞ Rooms should have tea/coffee maker or provision for a room service;
- ☞ Whenever requested by visiting expert, packed food should be provided within the limits prescribed for empanelled service providers; and
- ☞ The rates quoted will remain same during the period of the contract or extension, if any.

All Quotes should carry inclusions/exclusions and terms and conditions for all categories of service.

Chapter 2

General Instruction and Terms & Conditions

2.1 Notice Inviting Tender and Technical Criteria

The NBA has defined Technical Criteria as mentioned in Annexure-T-I for the bidders. Bidders and their services should meet these technical criteria. The bidders fulfilling these technical criteria must enclose photocopies of supporting document(s) along with their bids, failing which their bids will be summarily rejected without any scope of consideration.

2.2 Language of Bid

The bids prepared by the bidder, as well as all correspondences and documents relating to the Bid exchanged by the bidder and NBA shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the English translation shall govern.

2.3 Contract Period

The Contract will be initially for a period of one year, which may further be extended to maximum of one/two more year(s) on the same terms and conditions, if the performance/services of service providers is found satisfactory. Extension of contract will be at the discretion of NBA. The Board reserves the right to curtail or extend the validity of contract.

2.4 Period of Validity of Offer

For the purpose of placing the order, the bids shall remain valid till 120 days from the date of opening of tender. During the period of validity of bids, the rates quoted shall not change. In exceptional circumstances, NBA may ask for extension of the period of validity and such a request shall be binding on all bidders. NBA's request and the response to such requests by various bidders shall be in writing. A bidder agreeing to such an extension will not be permitted to increase its rates. The bid security shall also be suitably extended. A bidder granting the request is not required nor permitted to modify the bid.

2.5 Submission of Bid

The Notice Inviting Tender (NIT) is being issued under two bids system, i.e. Technical Bid (Annexure- T-I) & Financial Bid (Annexure-F-I). The interested bidders are required to submit two separate sealed envelopes super scribing as mentioned below:

A) Envelope No.1- ***“Technical Bid”*** (Annexure- T-I).

“Technical Bid” shall contain all the information and documents in the same serial order as mentioned in the Annexure-T-I. The complete document should be numbered chronologically. Super-scribed “Technical Bid” on the top of envelope. This envelope shall also contain the EMD of amount specified in Bid Data Sheet.

B) Envelope No. 2 ***“Financial Bid”*** (Annexure F-I)

Financial Bid shall contain financial bid of the Service Provider in the prescribed format Chapter-4 (F-I) and signed and stamped. Super-scribed ***“Financial Bid of Tender for Transport, Boarding/Lodging on PAN India Basis”*** on the top of envelope.

Bid May be Submitted in the Following Manner:

2.5.1 All envelopes shall indicate the name and address of the bidder to enable the bid to be returned, if required. If any envelope is not sealed and marked as required, the NBA will assume no responsibility for the bid's displacement or premature opening.

Both envelopes shall be sealed in third envelope of bigger size with superscription "**Tender for Transport, Boarding/Lodging on PAN India Basis**" with date and time of submission and addressed to **Member Secretary, National Board of Accreditation, 4th Floor, NBCC Place, East Tower, Pragati Vihar, Bhisham Pitamah Marg, New Delhi-110003** on or before the date and time mentioned in the Bid Data Sheet.

2.5.2 Due to unforeseen circumstances, if the tender is not opened on the stipulated date, the same will be opened on the next working day at the time mentioned in the Bid Data Sheet . NBA will not be responsible for any postal delay.

2.5.3 Late/ or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.

2.5.4 Incomplete and conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.

2.5.5 No other method/means of submission of bid except as stated above shall be acceptable. All entries in the bid form should be legible and filled clearly. Otherwise the bid is likely to be rejected. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initiated by the person authorized to sign the bid.

2.5.6 Each Bidder shall submit only one bid. A Bidder who submits or participates in more than One Bid (other than as a subcontractor or in case of alternatives that have been permitted or Requested) will cause all the proposals with the Bidder's participation to be disqualified.

2.5.7 Financial bid should be submitted in the prescribed format of Annexure F-I only. The financial bids shall be opened on the date and time to be communicated to the shortlisted bidders, in the presence of the representatives of the bidder/Service Providers, if any, who wish to be present on the spot at that time. The financial bid of only shortlisted bidders will be opened. All eligibility conditions have to be satisfied on the respective dates in such condition and not on a later date. The bidder shall bear all costs associated with the preparation and submission of the bid and NBA shall in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

2.6 Bid Security / Earnest Money Deposit (EMD)

The interested companies/firms may submit the tender document complete in all respects along with mandatory Earnest Money Deposit (EMD) of amount mentioned in the Bid Data Sheet in the form of Demand draft / Banker's Cheque / Pay Order of any scheduled bank drawn in favour of "**National Board of Accreditation**" payable at New Delhi. Tenderers may also transfer the amount to NBA through RTGS as per the details given in Bid Data Sheet. In case of transfer of amount through RTGS, bidders would be required to provide UTR No. and other details along with technical bid.

The bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. No interest shall be payable by the NBA on EMD. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

2.7 Forfeiture of EMD

EMD made by the bidder may be forfeited under the following conditions:

- i) if the bidder withdraw the bid before the expiry of validity period; or
- ii) if the bidder indulges in any such activity that would jeopardize the process; or
- iii) if the bidder violates any of the provisions of the terms and conditions of the bid.

EMD made by the successful bidder may be forfeited, if bidder fails to:

- i) Accept the work order along with the terms and conditions;
- ii) Furnish performance security as specified in the Bid Data Sheet;
- iii) Violates any of the work conditions of this bid /proposal or indulges in any such activities as would jeopardize the work;
- iv) Submits false/misleading information/declaration/documents/proof, etc.;
- v) Comply with any provision of the contract;
- vi) To sign the Agreement in time.
- vii) The decision of NBA regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD, even the bidder will be debarred from participating in any job.

2.8 Performance Security Deposit

The empanelled bidders shall have to deposit a Performance Security Deposit as specified in the Bid Data Sheet. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/Banker's Cheque / Fixed Deposit of any scheduled bank drawn in favour of "National Board of Accreditation" payable at New Delhi. Tenderers may also transfer the amount to NBA through RTGS as per the details given in Bid Data Sheet. The performance security deposit should be valid for 120 days beyond the date of completion of all contractual obligations. EMD shall be refunded to the successful bidder on receipt of performance security.

2.9 Pre-Bid Meeting for Clarification of Bidding Document

The Pre-Bid Meeting will be held on date and time mentioned in the Bid Data Sheet at the premises of NBA, Delhi. Only the queries received within the stipulated date prior to the pre-bid meeting will be answered. Bidder can send their queries to:

For Queries

Dr. Jagdish Arora, Advisor, National Board of Accreditation (NBA)

Email: advisor@nbaind.org

Tel: 011 24369651 (From 9.30 am to 5.30 pm (Mon-Fri))

The pre-bid meeting amendments, if any, would be available for download from the NBA website (www.nbaind.org) or from Central Public Procurement Portal (CPPP), Govt. of India website (www.eprocure.gov.in)

2.10 Terms of Payment

- 2.10.1 The NBA, may or may not order for services to the empanelled service providers during the period of empanelment;
- 2.10.2 Service Providers' shall submit the bills in prescribed format as prescribed by the NBA;
- 2.10.3 The duty slips (duly signed by the user) and original Parking/Toll receipts would be submitted to NBA;

- 2.10.4 Other claims such as food bill, meeting room bill, etc. should also be submitted in original and duly countersigned by the Guests;
- 2.10.5 Payment or observations on bills would be processed within 30 days after receipt of the bills;
- 2.10.6 The Service Provider shall be wholly responsible for timely payment of all taxes / Government duties as per law and would be liable for any damages direct or indirect to any person / property for any or all vehicles to third parties arising due to accidents or any other occurrence, strikes, rioting, civil commotion, arson, calamities, etc;
- 2.10.7 In the absence of supporting vouchers/slips/tickets/receipts, the Service Provider shall lose the right of the claim of such amount, and no supplementary bills for such claims would be accepted;
- 2.10.8 The prices offered should be inclusive of all duties, taxes and all charges. TDS will be deducted from the invoice amount. Any other applicable charges (such as GST), should be mentioned separately in the bills;
- 2.10.9 Invoice (i.e. Tax invoice as per Goods and Service Tax rules clearly indicating Tax registration / GST number, service classification, rate and amount of Tax shown separately);
- 2.10.10 No claim for interest will be entertained by the NBA in respect of any payment which will be held with the NBA due to dispute between the Organization & the Service provider or due to Administrative delay for the reasons beyond the control of NBA;
- 2.10.11 NBA reserves the right to recover amount paid in excess during the contract from any other work or source after the contract, if found paid in excess; and
- 2.10.12 All Taxes as per applicable rules from time-to-time will be deducted at applicable rates from all payments made to the Service Provider by NBA.

2.11 Amendment of Bid Document

At any time prior to the deadline of submission of bids, NBA reserves the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the NBA website: www.nbaind.org or on Central Public Procurement Portal (CPPP), Govt. of India website: www.eprocure.gov.in. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

2.12 Enforcement of Terms

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

2.13 Right to Reject Any or All Bids

- 2.13.1 The Competent Authority at NBA reserves the right to annul bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful bidder or any obligation to inform the affected bidder(s) of the grounds for such decision.
- 2.13.2 NBA reserves the right to vary/alter/amend the eligibility criteria for the Bid at any time, in its discretion, before the last date of submission of bids.

- 2.13.3 By acceptance of this document, the recipient agree that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and NBA reserves the right at any time and without advance notice, to change the procedure for the selection of service provider.
- 2.13.4 In case two or more agencies are found to have quoted the same rates or agree to offer the lowest rates, the competent authority at NBA shall decide to empanel both / all agencies on the same terms and conditions. However, actual orders would be placed based on the report of the past performance of the firm, and length of experience, etc. The decision of the Competent Authority of NBA shall be final.
- 2.13.5 In case, if lowest bidder do not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be considered for empanelment.
- 2.13.6 NBA reserves the right to use and interpret the bids as it may, in its discretion, consider appropriate, when selecting bidders for granting of the letter of Intent/Notification of Award of contract.
- 2.13.7 NBA, in its own discretion, may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a significant deviation.
- 2.13.8 Service providers whose services were engaged by the NBA earlier and were found to be defaulters on various grounds, are not eligible for submitting their tenders. Tenders from such bidders would be summarily rejected.

2.14 Termination of the Contract

The contract may be curtailed / terminated by the NBA or by the any of the empanelled Service Providers before the contract period by giving one month notice. The NBA may terminate the contract owing to deficiency in services or substandard quality of services by the empanelled agency, etc. as may be specified in the contract to be signed between the parties. In case, the contract is terminated by NBA on account of deficiency of the services or sub-standards quality of services, by the service provider / firm /agency, NBA shall have the right to award the contract to any other agency at the cost, risk and responsibilities of contract and excess expenditure incurred on account of this will be recovered by NBA from his Security deposit or pending bill or by raising a separate claim.

The Service Provider shall not be entitled for any damage or compensation by reason of such termination.

2.15 Resolution of Disputes

- 2.15.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days]. Either party may give 15 days' notice to the other party in writing thereafter.
- 2.15.2 In the event of any dispute or difference arising out of the agreement or otherwise shall be referred to sole arbitration of Chairman, National Board of Accreditation (NBA), New Delhi

or his nominee, to act on his behalf and the decision of Chairman, National Board of Accreditation, or the person so authorized would be final and binding on all parties.

- 2.15.3 In the case of such failure, the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- 2.15.4 All disputes related to empanelment or operation of the panel shall be subject to the jurisdiction of courts at Delhi only.
- 2.15.5 The Arbitration and Conciliation Act of 1996 as amended shall govern the Arbitration proceeding.
- 2.15.6 The proceedings of arbitration shall be in English language.
- 2.15.7 The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 2.15.8 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

2.16 Relaxation of Terms and Conditions

The Member Secretary, NBA is empowered to relax any terms or conditions mentioned herein.

2.17 Agreement

The Service Provider will have to enter into a written Agreement (Annexure-C-I) with NBA within 6 working days of intimation of acceptance of approved rates as per clause 2.29.6 of this tender document.

2.18 Notification of Award & Signing of Contract

- 2.18.1 Prior to expiration of the period of Bid validity, NBA will notify the successful Bidder(s) and issue a LOI after which the bidder(s) needs to submit the Performance Bank Guarantee and sign the contract agreement in line with the bidding documents.

Within Six (6) working days of receipt of the Contract Form, the successful Bidder(s) / empanelled service provider(s) shall sign and date the contract and return it to the NBA. The contract Performance guarantee has to be submitted within two (2) weeks of receipt of award. NBA intends to empanel multiple numbers of Service Provider.

- 2.18.2 Upon the successful bidder's furnishing of Performance Bank Guarantee and signing of Contractual documents, the EMD of all unsuccessful bidders will be refunded.

2.19 Bid Forms

Wherever a specific form is prescribed in the Bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to submit the information in the prescribed format, the bid is liable for rejection. For all other cases, the bidder shall design a form to hold the required information.

The person authorized on behalf of applicant, Service Provider must affix seal and sign each and every page of the application, terms and conditions, and all documents submitted (in addition to verification/attestation, if required). An authorization letter from the competent authority

(as provided in MoA & Article of Association etc. of the company, partnership deed of the firm) should be enclosed.

2.20 Fraudulent & Corrupt Practice

- 2.20.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the NBA of the benefits of free and open competition.
- 2.20.2 "Corrupt Practice" means the offering, giving, receiving or solicit anything of value, pressurizing to influence the action of a public official in the process of Contract execution.
- 2.20.3 NBA will reject a bid for award and may forfeit the E.M.D. and / or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

2.21 Contract Obligations

After the award of the contract, if the bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee within two (2) weeks, NBA reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

2.22 Modification and Withdrawal of Bid

- 2.22.1 The bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by NBA prior to the deadline prescribed for submission of bids.
- 2.22.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.
- 2.22.3 No Bid may be modified subsequent to the deadline for submission of bids.
- 2.22.4 No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

2.23 Amendment to the Agreement

Amendments to the Agreement may be made by mutual agreement by both the parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws.

2.24 Use of Agreement Documents and Information

- 2.24.1 The Vendor shall not without prior written consent from NBA disclose the Agreement or any provision thereof or any specification or any other information furnished by or on behalf of NBA in connection therewith to any person other than the person employed by the Vendor in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- 2.24.2. The Vendor shall not without prior written consent of NBA make use of any document or information made available for the project except for purposes of performing the Agreement.

2.25 Penalties

Penalties to be imposed for short-comings / lacunae in various activities and services rendered by the Service Provider will be mentioned in the agreement to be signed between Service Provider and NBA.

2.26 Taxes & Duties

Vendor is liable to pay all taxes and duties as in force from the time of signing of agreement till performance liability period expires, that may arise by any law comes to the notice of NBA or comes in force, etc.

2.27 Books & Records

Bidder shall maintain adequate books and records or logs in connection with use of service and shall make them available for inspection and audit by NBA during the terms of Contract until expiry of the performance guarantee.

2.28 Contacting NBA

2.28.1 Bidder shall not approach officers of NBA outside of office hours and/ or outside NBA office premises, from the time of the Bid opening to the time the Contract is awarded.

2.28.2 Any effort by a bidder to influence officers of the NBA in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer. If the bidder wishes to bring additional information to the notice of the NBA, it should do so in writing.

2.29 Format and Signing of Bid

2.29.1 The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract/ Concession Agreement. All pages of the bid, except for un-amended printed literature, shall be initiated by the person or persons signing the bid.

2.29.2 The complete bid shall be without alteration or erasures, except those to accord with instructions issued by the NBA or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

2.29.3 All the copies of documents attached must be attested by Authorized Signatory under the Company Seal, in case of corporate entity.

2.29.4 Copies of PAN Allotment and GST Registration Certificate along with GST No. will have to be attached with the application.

2.29.5 Copy of the Memorandum and Articles of Association/Partnership Deed/Certificate of Incorporation (In case of company) etc. attested by the applicant.

2.29.6 The successful applicant (s) will have to execute an agreement on non-judicial stamp paper worth Rs.100/- and the cost of the stamp duties for the execution of the agreement shall be borne by the Service Provider.

2.30 Indemnity Bond

2.30.1 The empanelled service provider shall keep NBA and all officials of these offices indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property

whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the Service Provider.

- 2.30.2 During the performance of the contract, if the person(s) of the Bidder / Service Provider meet with any accident which results into the death or injuries to the person(s) of THE BIDDER or any damage made to the Third party and any claim or legal penalties arise out of it will be responsibility of THE BIDDER only. NBA will not be responsible in any way.
- 2.30.3 THE BIDDER shall follow all the regulations of Government of Delhi and Government of India. THE BIDDER shall have any and all responsibilities of all the person(s) employed for the performance of the contract.
- 2.30.4 In the event of violation of any contractual or statutory obligations by the Service Provider, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the NBA by any individual, agency or government authority due to acts of the Service Provider, the Service Provider shall be liable to make good/compensate such claims or damages to the NBA. As a result of the acts of the Service Provider, if the NBA is required to pay any damages to any individual, agency or government authority, the Service Provider(s) would be required to reimburse such amount to the NBA or the NBA reserves the right to recover such amount from the payment(s) due to the Service Provider while settling his/her bills or from the amount of Security Deposit of the Service Provider lying with the NBA
- 2.31. Force Majeure shall mean and be limited to the following:
- A. War / hostilities
 - B. Riot or Civil commotion
 - C. Earthquake, flood, tempest, lightening or other natural physical disaster.
 - D. Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the BIDDER
- 2.32. The BIDDER shall advise NBA by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, NBA reserves the right to cancel the order.

Chapter – 3

Technical Criteria

National Board of Accreditation, New Delhi (28-1/Transport/2021-22/NBA/)

The NBA has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet following technical criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the bid as mentioned in Annexure T-I, failing which their bids will be summarily rejected and will not be considered any further. All the documents as attached with application must be signed, along with seal by the Owner or the Authorized signatory of the agency.

Annexure-T-I

Technical Criteria

Mention Page Numbers

Sl. No.	Technical Criteria	Documents to be Provided	Attached (Y/N)	Page No.
01.	The bidder must be a registered as Company Documentary (Certificate of incorporation) evidence to be submitted Registration Certificate to do the business for this service.	I. Certificate of Commencement of business II. Certificate consequent to change of name, if applicable		
02.	The Service provider must be IATA approved.	Attested copy of relevant certificate attached.		
03.	The bidder or its authorised should be registered with Income Tax and Goods and Service Tax.	I. Attested copy of PAN/GIR Card II. Attested copy of GST Registration Certificate along with GST No.		
04.	The bidder should have minimum annual turnover of Rs. 2.00 Crores during the past 3 years (2017-18, 2018-19 and 2019-20)	Turnover Certificate issued by the statutory auditor of the company/ Last three year balance sheet or Income tax return.		
05.	Earnest Money Deposit (EMD) of Rs. 5.00 lakhs	Attached with techno-commercial bid.		
06.	Bidder's Details Annexure T-II (standard prescribed format)			
07.	Bidder Bid form Annexure T-III (standard prescribed format)			
08.	Declaration of bidder Annexure T-IV (standard prescribed format)			
09.	Declaration of blacklisting/Non Blacklisting – Annexure T-V (standard prescribed format)			
10.	Financial Capability of bidder Annexure T-VI (standard prescribed format)			
11..	Details of Firm's Experience of Similar Services T-VII (standard prescribed format)			

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____ Stamp of the Company: _____

National Board of Accreditation

4th Floor, NBCC Place, East Tower, Pragati Vihar,
Bhisham Pitamah Marg, New Delhi-110003
Phone No: 011-24360620-22, Fax: +91 11 43084903,
Website: www.nbaind.org
(28-1/Transport/2021-22/NBA/)

Annexure T-II

[On the original letterhead of the bidder]

Bidder's Details

1.	Name of the Firm/ Company	
2.	Name and Designation of Authorized Signatory	
3.	Communication Address	
4.	Office Phone No. Mobile No.	
5.	Fax E-Mail ID	
6.	GST registration Number PAN Number	
Particular Details of the Bidders Representative'		
7.	Name of the Contact Person: Designation: Phone No: Mobile No: E-Mail ID:	

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are fixed and valid for three year and binding upon me for the entire period of contract and period of extension.

Authorized Signatory (signature in full) : _____

Name and Title of Signatory : _____

Company Rubber Stamp : _____

National Board of Accreditation

4th Floor, NBCC Place, East Tower, Pragati Vihar,
Bhisham Pitamah Marg, New Delhi-110003
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Website: www.nbaind.org

(28-1/Transport/2021-22/NBA/)

Annexure T-III

[On the original letterhead of the Bidder]
BID FORM

The Member Secretary

National Board of Accreditation (NBA),
New Delhi-110003

Sub: Provide Single Window Transport (Air, Road & Rail), boarding/ Lodging on Pan-India basis.

Dear Sir,

We the undersigned bidder(s), having read and examined in details the specifications and other documents of the Services of providing Single Window Transport, boarding/ Lodging on Pan-India basis, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of subscription and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this bid are valid for a period of 120 (one twenty only) days from the date of opening of bid. We further declare that prices stated in our bid are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our bid documents. Further, we agree that additional conditions, deviations, if any, found in the bid documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this bid is accepted by you, we agree to provide access and services as specified in tender document. We fully understand that access to the software and services is the essence of the job, if awarded.

We further agree that if our bid is accepted, we shall provide a Performance Bank Guarantee as specified in the Bid Data Sheet.

We agree that NBA reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on bidder.

Dated, thisday of2021

Thanking you, we remain,

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

National Board of Accreditation

4th Floor, NBCC Place, East Tower, Pragati Vihar,
Bhisham Pitamah Marg, New Delhi-110003
Phone No: 011-24360620-22, Fax: +91 11 43084903,
Website: www.nbaind.org
(28-1/Transport/2021-22/NBA/)

Annexure T-IV

[On the original letterhead of the bidder]

Date : _____

DECLARATION

I, _____ Son/Daughter/Wife of _____ Resident of

_____ Proprietor / Director / Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and execute this tender document.

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedules(s), etc.) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in it's totally / entirely.

In case any provision of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

National Board of Accreditation

4th Floor, NBCC Place, East Tower, Pragati Vihar,
Bhisham Pitamah Marg, New Delhi-110003
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Website: www.nbaind.org
(28-1/Transport/2021-22/NBA/)

Annexure T-V

CERTIFICATE

DECLARATION REGARDING BLACKLISTING/NON BLACKLISTING

I /We Proprietor / Partner (s) / Director (s) of M/shereby declare that the firm/ company namely M/S. has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/s..... hereby declare that the firm/ company namely M/S..... was blacklisted or debarred by any Government Department from taking part in Government tenders for a period ofyears w.e.f..... The period is over on and now the firm/ company is entitled to take part in Government tender. In case the above information is found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by NBA Centre and earnest money / EMD shall be forfeited. In addition to the above NBA Centre will not be responsible to pay the bills for non-access.

Seal of the firm should be affixed.

Signature:.....

Name:

Capacity in which as signed:

Name & address of the firm:

Dated:

.....
Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

National Board of Accreditation

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(28-1/Transport/2021-22/NBA/)

Annexure T-VI

FINANCIAL CAPABILITY OF BIDDER

[On the original letterhead of the bidder]

Date : _____

Annual turnover details of the bidder from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees
A	2017-2018	
B	2018- 2019	
C	2019- 2020	

[Extra rows may be added, if required]

*Audited Balance sheet and Profit & Loss account statement of the bidder for each of the above mentioned financial years shall submit as supporting evidence.

1. Please affix the signature of the authorized signatory of the bidder with name, designation, seal and date here.
2. Please affix the signature of the authorized signatory of the statutory auditor of the bidder with name, designation, seal and date here.

Authorized Signatory

(Signature In full): _____

Name and title

of Signatory: _____

Stamp of the

Company: _____

Authorized Signatory

of Statutory Auditor: _____

Name and title of

Signatory _____

Stamp of the firm _____

National Board of Accreditation

4th Floor, NBCC Place, East Tower, Pragati Vihar,
Bhisham Pitamah Marg, New Delhi-110003
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(28-1/Transport/2021-22/NBA/)

Annexure T-VII

Details of Works of Similar Type Executed by the Bidder

SL. No.	Name of the Company with full address, phone, fax and name of contact person	Work Description	Ref. & Date of the order	Work Order Value	Details of Order and Period of Operations		Page No.
					Start	End	

1. Copies of purchase orders should be attached with this information. In absence of documentary evidence, bid is liable to rejected.
2. If required, extra rows or separate sheet may be used to submit the information.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

National Board of Accreditation

4th Floor, NBCC Place, East Tower, Pragati Vihar,
 Bhisham Pitamah Marg, New Delhi-110003
 Phone No: 011-24360620-22, Fax: +91 11 43084903,
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 (28-1/Transport/2021-22/NBA/)

Annexure -F-I

Financial Bid (Envelope-2)
[On the original letterhead of the Bidder]

PART-I : Rates for Road Transport in Sealed Envelop

CATEGORY	CITY / TOWN	PLAN	INDIGO/DEZIRE	INNOVA/MUV/SUV
(A)	Ahmedabad, Kolkata, Mumbai, Pune	Airport Transfer		
		8 Hrs./ 80Kms		
		4 Hrs/ 40 kms		
		Extra Kms		
		Extra Hours		
		Night Halt		
		Intercity*		
(A-1)	Delhi (Municipal Limit)	Airport Transfer		
		8 Hrs./ 80Kms		
		4 Hrs/ 40 kms		
		Extra Kms		
		Extra Hours		
		Night Halt		
		Intercity*		
(B)	Bangalore, Hyderabad	Airport Transfer		
		8 Hrs./ 80Kms		
		4 Hrs/ 40 kms		
		Extra Kms		
		Extra Hours		
		Night Halt		
		Intercity*		
(C)	Agra, Aurangabad, Dhule, Jaipur, Nagpur, Sangali, Solapur, Vadodara	Airport Transfer		
		8 Hrs./ 80Kms		
		4 Hrs/ 40 kms		
		Extra Kms		
		Extra Hours		
		Night Halt		
		Intercity*		
(D)	Bhubaneshwar, Chennai, Coimbatore, Guwahati, Jamshedpur, Jodhpur, Kochi, Kolhapur, Ranchi, Ludhiana, Nanded, Nasik, Tirupati, Udaipur	Airport Transfer		
		8 Hrs./ 80Kms		
		4 Hrs/ 40 kms		
		Extra Kms		
		Extra Hours		
		Night Halt		
		Intercity*		

* Intercity is defined as two cities where the distance is greater than or equal to 100 Km.

		PLANE	INDIGO/DEZIRE	INNOVA/MUV
(E)	Belgaum, Bhopal, Hubli, Indore, Mangalore, Mysore, Madurai, Varanasi, Thiruvananthapuram and Others	Airport Transfer		
		8 Hrs./ 80Kms		
		4 Hrs/ 40 kms		
		Extra Kms		
		Extra Hours		
		Night Halt		
		Intercity*		

* Intercity is defined as two cities where the distance is greater than or equal to 100 Km.

(Please note that the charges for Toll Tax/Parking etc. will be reimbursed only on production of original receipts issued)

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Part-II: Hotel Accommodation and Additional Meal (if required) (Pl. quote rates for single occupancy in a Hotel (5 / 3 Star Category)

Hotel Tariff to be quoted inclusive of:

1. Breakfast, Dinner or Lunch.
Tea/Coffee maker (with adequate supplies of tea-bags, coffee, sugar, sugar-free sachets) in each room or alternate arrangements.
2. Check in Time 2:00 P.M. Check Out Time: 3:00 P.M.

Category - wise Hotel Tariff

A	B	C	D	E
Rs.....	Rs.....	Rs.....	Rs.....	Rs.....
Agartala	Aurangabad	Agra	Chennai	Mumbai
Bhopal	Belgaum	Ahmedabad	Delhi	
Dhule	Bhubaneswar	Bangalore	Gandhi Nagar	
Jamshedpur	Darjeeling	Coimbatore	Gurgaon	
Sangli	Gangtok	Ghaziabad	Kolkata	
Tirupati	Goa	Hubli	Lucknow	
	Guwahati	Hyderabad		
	Indore	Jodhpur		
	Jaipur	Kochi		
	Kolhapur	Ludhiana		
	Nanded	Madurai		
	Puri	Mangalore		
	Ranchi	Mysore		
	Sholapur	Nagpur		
	Surat	Nasik		
	Thiruvananthapuram	Noida		
		Patna		
		Pune		
		Udaipur		
		Vadodara		
		Varanasi		
		Other cities		
Quotes for Additional Meals*				
Rs.	Rs.	Rs.	Rs.	Rs.

* The Hotel rates would include two meals as mentioned at "1" above. Please quote the rates for third meal, in case it is required / requested by the guest.

- ✓ The rates are on per day basis.
- ✓ Rates are for base category rooms.
- ✓ Cancellation charges as per Hotel's Policy.
- ✓ Cities not mentioned above will fall under category 'C'.

Part-III : Rates for Domestic Air Tickets

Rates for Train/Bus Tickets		
Sl. No.	Item	Rates
1	Face Value of the Ticket including taxes and other applicable cost charges by Bus Operator or Railways	"Actual Cost"
2	Service Charges, if any	
3	Cancellation Charges	"Actual Cost"
Rates for Domestic Air Tickets		
Sl. No.	Item	Rates
1	Face Value of the Ticket including taxes and other applicable cost charges by Airlines	
2	Service Charges, if any	
3	Cancellation Charges	
Rates for International Air Tickets		
Sl. No.	Item	Rates
1	Face Value of the Ticket including taxes and other applicable cost charges by Airlines	
2	Service Charges, if any	
3	Cancellation Charges	

P.S. The NBA would pay GST or any other taxes applicable on all services.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Chapter - 5

National Board of Accreditation

4th Floor, NBCC Place, East Tower, Pragati Vihar,
Bhisham Pitamah Marg, New Delhi-110003
Phone No: 011-24360620-22, Fax: +91 11 43084903,
Website: www.nbaind.org
(28-1/Transport/2021-22/NBA/)

Annexure C-I

Contract Agreement Form

This Agreement is made and entered into on this _____ of ----- --(DATE) at New Delhi by and between National Board of Accreditation having its Registered Office at 4th Floor, NBCC Building East Tower, Pragati Vihar, Bhishma Pitamah Marg, New Delhi - 110003 (hereinafter referred to as "NBA" which expression shall include its successors, administrators, executors and assignees) OF THE FIRST PARTY

AND

M/s, a company registered under the Companies Act with its Local office atNew Delhi and registered office at

presently its Directors/ Representatives being

- | | |
|----------|-----------|
| 1) | (2) |
| 3) | (4) |
| 5) | |

and working whole time Directors being

- | | |
|----------|-----------|
| 2) | (2) |
| 3) | (4) |
| 5) | |

OF THE SECOND PARTY

Hereinafter, each of NBA and M/s may be referred individually as a "Party" and collectively as "Parties".

WHEREAS, M/S is willing to provide the services to National Board of Accreditation (NBA) for travel arrangements (through Air, Rail, Road and Hotel) for its officials and experts on the terms and conditions laid down by the NBA;

THEREFORE, this agreement is signed between National Board of Accreditation (NBA), 4th Floor, NBCC Place, East Tower, Bhisham Pitamah Marg, Pragati Vihar, New Delhi-110003 (here in after called the First Party) and M/s(hereinafter called Second Party) with the following terms and conditions:

- 1) This agreement shall be initially for a..... period of one year extendable to another one year solely at the discretion of NBA depending upon the quality of services provided, from the date of signing the agreement.

- 2) The Second Party shall provide and make travel arrangements (through Air, Rail, Road and Hotel for the officials and Experts of the NBA as required by the NBA including at the shortest notice, from time to time during the period of this agreement.
- 3) Second Party shall contact the person(s) travelling on the directions of the First Party only on receipt of such directions/approvals from the First Party regarding travel including mode thereof.
- 4) First Party shall, from time to time, indicate the persons authorized to communicate its approval for travel to Second Party.
- 5) The Second Party shall do the booking of Economy Class Air-Ticket (lowest refundable fare of the day in case of traveling by air) / 2nd AC Rail Ticket and Executive class of Shatabdi Trains or otherwise as instructed by the First Party, as the case may be for the person/persons who would be travelling with the approval of the First Party.
- 6) The Second party should ensure that a copy of Air Tickets from concerned Airlines are delivered (through e-mail) to NBA in addition to a copy of tickets sent by the second party to NBA as well as to expert.
- 7) The Second Party shall provide Local Transport (Taxi) from Residence to Airport or the Railway Station, as the case may be and from the Destination to the Institute and back to the place of origin of travel.
- 8) The total chargeable distance for taxi services shall be calculated by adding 20 KM (Twenty Kilometres) to the distance between the place of boarding & place of leaving the taxi.
- 9) The total time of usage of the taxi shall be calculated by adding one hour to the time during which the taxi is actually used by the guest.
- 10) The Second Party shall ensure that the starting kilometre & time and kilometre and time of leaving the taxi is signed by the guest without offending him/her.
- 11) To verify the actual chargeable distance as claimed by the Second Party, the First Party may verify the same from Google Indian Distance Calculator & in case of discrepancy the distance as calculated by the later method shall be chargeable.
- 12) For calculating chargeable extra kilometre or extra hours, only one of the two would be payable and the same would be payable as higher of the two amounts.
- 13) Delhi Municipal Limit is defined as any place/to/for/from/to in Delhi/New Delhi / Noida/ Greater Noida / Gurgaon/Faridabad & Ghaziabad while any place within the country but outside Delhi, Inter- city is defined as two cities where the distance is greater than or equal to 100 Km.
- 14) The Second Party shall also provide stay of person/persons who will be travelling with the approval of the First Party, in a decent Hotel neat, clean, hygienic with Guest Room having facilities to 5/ 4 star hotel. Hotel Rentals should include Breakfast and Lunch or Dinner. However, in exceptional circumstances amount agreed by the NBA per meal would be reimbursed on production of Original receipts.
- 15) In case of cancellation of Hotel booking, ordinarily no cancellation charges shall be payable. However, when NBA is satisfied that actual cost is incurred by the Second Party in such cancellation, the actual cost may be reimbursed by the First Party at its sole discretion.
- 16) In the event of regret from the person/ persons authorized to travel by NBA, the Second Party shall do the necessary alternate booking/cancellation of Air-Ticket(s) and other arrangements at the short- notice by the First Party.

- 17) The Second Party shall do the cancellation of Air-Tickets/Rail Tickets in case of NO-SHOW by the person/persons authorized to travel as per the approval of the first party.
- 18) The First Party shall make payments strictly as per the rates approved and communicated by the NBA and accepted by the Second Party for providing the services related to travel and stay of person/persons authorized by the NBA, which are also indicated in Annexure-I to III to this agreement.
- 19) The Annexure and Appendix attached and referred to in this agreement shall be considered as a part and parcel of this agreement. Terms and conditions of Tender that are listed in tender document shall also be applicable.
- 20) Second Party shall provide technical support and necessary coordination to First Party for best and quick arrangements and coordination of the visit.
- 21) Second Party shall provide personalized service to the Expert Visiting Team for prompt solution in case of any difficulty regarding transportation/ hotel accommodation/air/train booking, etc.
- 22) All taxes such as Airport Tax/ Toll Tax/ Air-Ticket cancellation charges and other Government levy shall be borne by the Second Party; however, it may seek reimbursement from NBA on submission of cancellation receipt in case of Go Air, Indigo, Air Asia & Spice Jet & for rest of the airlines on submission of latest order of cancellation charges by the individual airline.
- 23) The Second Party shall submit the bills for payment after completion of the journey at the earliest possible but not later than 30 days from the completion of the journey.
- 24) The Second party shall abide by any other condition as may be imposed by the First Party from time to time.
- 25) As per the policy of NBA the Second Party shall provide professional services during the course of the performance of its work regarding travel arrangements and stay and shall hold NBA's interest paramount and shall avoid conflict with other assignments or their own corporate interests.
- 26) Second Party is required to register itself under composition scheme that is applicable to service provider whose taxable turnover is up to ₹ 50 lakh. The applicable tax rates under the composition scheme is 5 per cent for service providers.
- 27) Ordinarily, the Second Party shall not sub-contract or assign any part of its rights and obligations under this agreement to any other company/firm/proprietor or individual or any other legal entity. However, the Second-Party with prior approval of NBA may subcontract/assign a part of its rights and obligations hereunder to any other company / legal entity subject to the condition that NBA in its sole discretion may refuse to grant such approval or consent to Second Party. In case of approval of NBA to Second Party to sub-contract or assign a part of rights and obligations of Second Party under this Agreement, the responsibility of due discharge of its obligations of performance of work under this agreement shall continue and lie with the Second Party.
- 28) In the event of any provision of this Agreement is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Agreement shall remain in full force and effect.
- 29) In the event of any difficulty on interpreting any Rules or Terms and Conditions of the agreement, the decision of the NBA shall be final and binding. Heavy penalty will be imposed on detection of inflated bills in case of airlines, Road travel (mileage charged).
- 30) The Second Party shall follow Rules/ Regulations/ Orders/ Circulars etc. of the First Party as applicable to the agency in contract from time to time.

- 31) The First Party reserves the right to cancel the offer/this agreement at any time without assigning any reason.
- 32) The Parties shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Agreement. If, after seven (07) days from the commencement of such direct informal negotiations, parties have been unable to resolve amicably an Agreement dispute, either party may require that the dispute be referred for resolution to the formal mechanism of arbitration to the sole arbitrator appointed by the NBA in accordance with the Arbitration and Conciliation Act, 1996.
- 33) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof shall apply to the arbitration proceedings. The venue of arbitration shall be New Delhi, India.
- 34) Both the Parties agree that the jurisdiction of the Courts of Delhi would be applicable for all claims and actions arising under this Agreement.
- 35) The Second Party shall comply with the laws in force in India in the course of performing this Agreement.
- 36) Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights as agreed by both the parties. A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be interpreted as a waiver of such provision.
- 37) Any modification of this Agreement shall be in writing and signed by an authorized representative of each Party.
- 38) Second Party has read the terms & Conditions of the agreement of First Party and agrees to abide by it.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written:

For and on behalf of First Party

For and on behalf of Second Party

(_____)

(_____)

Witness (Signature, Name & Address):

Witness (Signature, Name & Address):

1.

1.

2.

2.

National Board of Accreditation

4th Floor, NBCC Place, East Tower, Pragati Vihar,
Bhisham Pitamah Marg, New Delhi-110003
Phone No: 011-24360620-22, Fax: +91 11 43084903,
Website: www.nbaind.org

28-1/Transport/2021-22/NBA/

Annexure C-II

INDEMNITY BOND (ON A STAMP PAPER of Rs.100/-)

We,, having a registered office at, have entered into a contract with National Board of Accreditation (NBA) having registered office at 4th Floor, NBCC Place, East Tower, Pragati Vihar, Bhisham Pitamah Marg, New Delhi-110003, India, vide contract dated, to provide Single Window Transport (Air, Road & Rail), boarding/ Lodging on Pan-India basis on outsourcing basis at National Board of Accreditation (NBA) situated at 4th Floor, NBCC Place, East Tower, Pragati Vihar, Bhisham Pitamah Marg, New Delhi.

We do hereby indemnify and keep harmless, National Board of Accreditation (NBA), at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party (including hotels / Guest houses, and transporters (airlines or taxi owners / travel agencies) , employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, National Board of Accreditation (NBA) against any claim/compensation arising out of any non-payment or short payment towards room rents to hotels or guest houses or to transporters (airlines or taxi owners / travel agencies) or towards salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfilment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the Tenderer/Authorized Signatory Name of the Tenderer -----

Address of the Tenderer-----

Seal of the Company/Firm:

Telephone No/ Mobile No.-----