

NOTICE INVITING ONLINE REQUEST FOR THE EMPANELMENT OF TRAVEL AGENCIES FOR DOMESTIC TOURS

RFP No - 5578

NAVA RAIPUR ATAL NAGAR, DATED – 24/10/2025

Tender Fees: Rs. 5,900/- (Non-Refundable)

EMD: Rs. 50,000/- (Refundable Without Interest)

(1) Date of Pre-bid Meeting:	30/10/2025 from 03:00 PM (Last date for submission of Pre bid queries via email to: cgdpreproc@gmail.com 30/10/2025 till 2:00 PM)
(2) Last date of online submission of tender documents:	20/11/2025 before 03:00 PM
(3) Date of Opening of Technical Bids:	20/11/2025 from 04:00 PM



Directorate of Public Relations

Government of Chhattisgarh

Indravati Bhawan, Capitol Complex,

Nava Raipur Atal Nagar, Chhattisgarh

Web :- <https://jansampark.cg.gov.in/> Email :- cgdpreproc@gmail.com

Phone no – 0771-2221614



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NIT no. : 5578/DPR/2025

Nava Raipur Atal Nagar, Dated 24/10/2025

Directorate of Public Relations invites online tender from reputed travel agencies for empanelment for a period of 2 years, which can be extended as per need and mutual agreement. The registered firm having proven track record of expertise in above field may submit their online proposal.

Tender document can be downloaded from website <https://samvad.cg.nic.in/>, cost of tender document of Rs. 5,900/- (non-refundable) and EMD of Rs. 50,000/- (refundable without interest). Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspapers but shall be published in the above website only. The Commissioner, Directorate of Public Relations reserves the right to relax, change the terms and conditions, select/reject any application without assigning any reason thereof.

(1) Date of Pre-Bid meeting:	30/10/2025 from 03:00 PM (Last date for submission of Pre bid queries via email to: cgdpreproc@gmail.com 30/10/2025 till 2:00 PM)
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Commissioner
Directorate of Public Relations
Nava Raipur Atal Nagar

INTRODUCTION

The Primary function of Directorate of Public Relations/Chhattisgarh Samvad is to promote, undertake publicity work and raise awareness about State Government and Central Government's schemes and programs in public interest via print media, electronic media, social media and other outdoor media.

Directorate of Public Relations invites Tenders for Empanelment of travel agencies for domestic tours for a period of 2 years, extendable for an additional 1 year at a time (up to a maximum of 2 years) from the date of opening of tender. Directorate of Public Relations, through the panel, aims to identify and collaborate with agencies that possess a significant track record in travel field. These agencies will be selected based on their Financial Stability, Proven Industry Experience and Capacity to handle assignments effectively.

PROJECT BACKGROUND

The Directorate of Public Relations/Chhattisgarh Samvad plays the role of bridge between the government and the public. The Directorate of Public Relations/Chhattisgarh Samvad is responsible to convey information about various development related programs, schemes, etc. In the public interest by the government through various media, for this, the Directorate of Public Relations intends to undertake regional, national & international media campaigns through print, electronic, digital, radio, outdoor and other available forms of media.

The objective of the mandate is to generate awareness about the efforts of the Government of Chhattisgarh through media dissemination of informational and creative content, conveying the intended benefits of various initiatives to the population in terms of awareness and affordable access to government welfare schemes, citizen centric services, etc. As part of its mandate, this initiative involves researching and analyzing the processes and best practices of central government departments, state governments, central and state media agencies, and other key stakeholders.

In this context, the Directorate of Public Relations invites e-bids for the 'Empanelment of travel agencies for domestic tours' to draft itinerary, make travel and accommodation bookings and arrangements and provide end-to-end travel related support to Directorate of Public Relations, on need basis. Interested applicants shall submit the e-bids, the scope of work and the terms and conditions of which is mentioned in this tender document.

SCOPE OF WORK

The panel of empaneled agencies shall act as the Travel Agencies for the Directorate of Public Relations. The broad scope of work includes, but not limited to:

- A. **Itinerary Creation** - Creating a customized, cost-effective travel itinerary tailored to the user's preferences and needs.
- B. **Travel arrangements** - Arrange flight, train and bus bookings, including reservations, ticketing, and itinerary planning.
- C. **Local transport arrangements** - Organize local taxi and bus/cab services and ensure safe and reliable transportation to and from airports, meetings, and other destinations.
- D. **Accommodation arrangements** - Secure accommodation at domestic destinations with favorable rates and terms.
- E. **Travel Itinerary Planning** - Planning and creation of comprehensive itinerary of day tours and excursions.
- F. Health and/or Travel insurance options
- G. Providing Protocol service at airport (on requirement basis)
- H. **Support** - Providing end-to-end travel related support to Directorate of Public Relations including 24/7

support for travel-related emergencies, including rebooking, cancellations and changes and assistance in case of unforeseen travel disruptions.

EMPANELMENT DURATION

The empanelment will be for a period of two (2) years, which may be extended for an additional 1 year at a time (up to a maximum of 2 years), subject to satisfactory performance of the agencies, and on the same terms & conditions. The Directorate of Public Relations will evaluate and assess the performance of the agencies periodically through its own mechanism and Directorate of Public Relations reserves the right to terminate the agreement with any agency at any time, giving a maximum of one months' notice, in the event of non-performance, under performance or any other reason which would be specified. The decision of the Commissioner, Directorate of Public Relations regarding extension/ termination will be final and binding.

PAYMENT

The agency shall be paid individually for each work assigned and approved by Directorate of Public Relations under the empanelment. The agency shall submit detailed invoices accompanied by work output, delivery details, and departmental certification confirming satisfactory execution of services. No advance payment will be provided under any circumstances. The Directorate of Public Relations will evaluate the performance of the agency based on the quality & quantity of the services rendered and feedback received by the officials concerned at the department. The decision of the Directorate of Public Relations shall be binding in this regard.

INSTRUCTION TO BIDDERS

The empaneled bidders shall function as the travel agencies for the Directorate of Public Relations and their scope would be extended to items listed in the scope of work. The proposals will be evaluated on the basis of the evaluation criteria set out in this tender document.

Any bidder who submits more than one proposal for the empanelment shall be disqualified. Any joint venture/consortium/sub-contracting is not eligible for this tender process. The proposal shall remain valid for a period of not less than 180 days from the proposal due date (proposal validity period). The Directorate of Public Relations reserves the right to reject any proposal, which does not meet this requirement.

EARNEST MONEY DEPOSIT & TENDER FEE:

- I. The Bidder has to deposit an initial earnest money of Rs. 50,000/- (Rupees Fifty Thousand only) and Tender Fees of Rs. 5,900/- (Five Thousand Nine Hundred only) in the below Directorate of Public Relations Bank A/C:
 - i. **Account Name:** Directorate of Public Relations
 - ii. **Bank Name:** SBI
 - iii. **Branch Name:** Kachahari Raipur
 - iv. **Saving Account No.:** 32430400241
 - v. **IFSC Code No.:** SBIN0003314
- II. EMD in respect of successful bidders shall be retained. No interest shall be payable on the EMD.
- III. EMD in respect of unsuccessful bidders would be returned.

PERFORMANCE SECURITY

The successful bidders shall at their own expense will deposit with the Directorate of Public Relations, within ten (10) days after the receipt of notification of award of the empanelment (letter of award) from the Directorate of Public Relations, an unconditional and irrevocable performance security in form of Bank Guarantee (BG) amounting to Rs. 1,00,000/- (Rupees One Lac only) from a scheduled commercial bank acceptable to the Directorate of Public Relations, payable on demand, for the due performance and fulfillment of the agreement by the bidder. All incidental charges whatsoever such as premium, commission, etc. with respect to the performance security shall be borne by the bidders. The performance security shall be valid at least for 1 month post completion of the empanelment satisfactorily. Subject to the terms and conditions in the performance security, at the end of 1 month, the performance bank guarantee may be discharged/returned by the Directorate of Public Relations upon being satisfied that there has been due performance of obligations of the bidder under the agreement. In case the contract is extended, the agencies will have to provide a new performance security of the extension term, valid for at least 1 month post completion of the empanelment, however, no interest shall be payable on the performance security.

Failure of the successful bidders to comply with the requirements of performance security clause shall constitute sufficient grounds for the annulment of the notification of award/LOA and forfeiture of the EMD. In such an event, the Directorate of Public Relations reserves the right to take any such measures as may be deemed fit in the sole discretion of the Directorate of Public Relations, including annulment of the bidding process and blacklisting of the firm from the Directorate of Public Relations for any future work.

Notwithstanding anything contained in this tender document, the Directorate of Public Relations reserves the right to accept or reject any proposal, or to annul the bidding process or reject all proposals, at any time without any liability or any obligation for such rejection or annulment.

The bidding process shall be governed by, and construed in accordance with, the laws of India and the courts in Chhattisgarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and or in connection with the bidding process.

BID SUBMISSION

EACH PROPOSAL SHALL COMPRISE THE FOLLOWING:

- A. Scanned copy of the evidence for deposit of EMD and Tender fees
- B. Covering letter in the format set out in **Appendix A**
- C. Details of the bidder in the format set out in **Appendix B**. The bidder shall declare the company profile such as memorandum & article of association of the company, etc. The documents to be submitted should also include the following:
 1. Self-attested copy of bidder's entity registration (firm/company/LLP etc. Registered under applicable act in India).
 2. Self-attested copy of PAN card.
 3. Self-attested copy of the GST registration certificate.
 4. Copy of GSTR-3B for the month of August 2025.
 5. Self-attested copy of the company profile, along with the list of significant clients.
 6. Chartered accountant certified along with UDIN mentioned annual turnover certificate for the last three financial years (i.e. 2021-22, 2022-23 and 2023-24 OR 2022-23, 2023-24 and 2024-25) in the format set out in **Appendix C**.

7. CA/Auditor certificate certifying the net worth in the last three financial years (i.e. 2021-22, 2022-23, and 2023-24 OR 2022-23, 2023-24 and 2024-25).
 8. Income Tax Return, Balance sheet and Profit and Loss statement for the last three financial years (i.e. 2021-22, 2022-23, and 2023-24 OR 2022-23, 2023-24 and 2024-25). If Income Tax returns for the financial year 2024-25 (AY 2025-26) are not available, the bidder has to submit an affidavit on Rs 100 stamp paper confirming that they will submit Income Tax returns as per the mandate and within the due dates notified by the Income Tax Department, Government of India and will submit copy of acknowledgement of Income Tax return to the department within 15 days of filing of the return. Failure to comply with this condition may lead to blacklisting of the bidder and/or forfeiture of EMD of the bidder.
- D. Power of attorney as per **Appendix D**, authorizing the signatory of the proposal to commit the bidder on RS. 100/- non- judicial notarized stamp paper.
- E. Affidavit (**Appendix E**) regarding the non-debarment by any state/central government or their agencies on RS. 100/- non-judicial notarized stamp paper.

Each page of the technical e-bid shall be numbered and signed by an authorized signatory of the bidder.

EVALUATION

The criteria for selection of bidders are set out under section 'Eligibility criteria'. As part of the evaluation, the submission shall be checked for responsiveness with the requirements of the tender document and only those proposals which are found to be responsive would be further evaluated as per the criteria set out in this tender document.

PART I — Submission would be considered to be responsive if it meets the following conditions:

- A. The amount towards the EMD has been received on or before the proposal due date including any Extension thereof.
- B. It contains information in formats specified in this tender document.
- C. It conforms to the bid validity period as set out in the tender.
- D. It provides information in reasonable detail. ("reasonable detail" means that, but for minor deviations, the information can be reviewed and evaluated by the Directorate of Public Relations without communication with the bidder). The Directorate of Public Relations reserves the right to determine whether the information has been provided in reasonable detail.
- E. There are no inconsistencies between the proposal and the supporting documents.
- F. The e-bid document shall be properly indexed with page numbers and signed by the authorized signatory.

A proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- A. Which affects in any substantial way, the scope, quality, or performance of the assignment, or
- B. Which limits in any substantial way, inconsistent with the tender document, the Directorate of Public Relations rights or the bidder's obligations under the work order, or
- C. Which would affect unfairly the competitive position of other bidders presenting substantially responsive proposals.

The responsive proposals shall be evaluated as per the criteria set out in section 'Eligibility criteria'.

The Directorate of Public Relations reserves the right to reject any proposal, if:

- A. At any time, a material misrepresentation is made or discovered.
- B. The bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the proposal.

ELIGIBILITY CRITERIA

Bidders which are registered on the Chhattisgarh Samvad portal are eligible to participate in this tender process. E-bids submitted by any other bidders will be treated as non-responsive and will not be considered against this tender. New bidders who wish to participate should initiate new registration on the Chhattisgarh Samvad portal to be able to participate in the process.

NOTE: Qualitative comparative evaluation of work credentials amongst the participating bidders may be applied. Work credentials will be considered as on last date of submission of e-bids. Directorate of Public Relations reserves the right to verify the physical infrastructure, digital tool licenses, and in-house capabilities of the bidder through an on-site audit.

S.NO.	CRITERIA	DOCUMENTARY EVIDENCE
1	<p>The bidder should be one of the following registered entities:</p> <ol style="list-style-type: none"> i. A partnership firm registered under the Indian partnership Act, of 1932 (or) ii. A Limited Liability Partnership registered under the Indian limited Liability Partnership Act, 2008 (or) iii. A company registered under the Indian Companies Act, 1956/2013 iv. Proprietorship Firms registered under relevant law v. Societies Registered under relevant law <p>The Agency Must have been in operation for a minimum of 5 years as on 1st April 2025.</p>	<ul style="list-style-type: none"> ▪ Certificates of Incorporation (Registration certificates.) ▪ Copy of MOA, AOA, Partnership deed etc. ▪ Registration Certificate of Proprietorship firm ▪ Certificate of Society Registration ▪ PAN card & GST details
2	Minimum average annual turnover of INR 1 crore or more in the last three financial years (i.e. 2021-22, 2022-23 and 2023-24 OR 2022-23, 2023-24 and 2024-25).	<ul style="list-style-type: none"> ▪ CA Certified turnover certificate with valid UDIN. ▪ IT Return, Balance sheets and Profit and loss statement for the last three financial years to support the claim.
3	The bidding entity must have positive net worth in the last three financial years (i.e. 2021-22, 2022-23 and 2023-24 OR 2022-23, 2023-24 and 2024-25).	<ul style="list-style-type: none"> ▪ CA/auditor certificate certifying the net worth in last in the last three financial years.
4	GST Return	<ul style="list-style-type: none"> ▪ Copy of GSTR-3B for the month of August 2025.
5	The bidding entity must be a member of TAAI/IATA/TAFI/IATO.	<ul style="list-style-type: none"> ▪ Membership certificate(s).
6	The bidding entity must have registered/granted	<ul style="list-style-type: none"> ▪ Registration certificate/license with

	license as Tour Operator & Travel Agency with Chhattisgarh Tourism Board, Government of Chhattisgarh.	Chhattisgarh Tourism Board.
7	The bidding entity must have been providing domestic tour booking services/travel services to Central Government/State Government Department/Agencies /PSUs for the past 3 years as on 1 st April 2025.	<ul style="list-style-type: none"> ▪ LOA/agreement/contract/work order, duly certified by the authorized signatory of the bidding company ▪ Experience certificate/Completion certificate from Client OR CA certificate, indicating the total payment received by the bidding company.
8	The bidding entity must have at least one office in Raipur, Chhattisgarh.	<ul style="list-style-type: none"> ▪ Purchase deed/Lease deed/Rental agreement/Shop establishment certificate.
9	The bidding entity must not be Blacklisted/terminated/debarred by any state or central government or their agencies and should not have been found guilty of any criminal offence by any court of law, in the last 3 years.	<ul style="list-style-type: none"> ▪ Affidavit (Appendix E format only) by the authorized signatory

The agency fulfilling the above eligibility criteria will be considered eligible bidder. Failure to comply with eligibility criteria shall render the bidder ineligible. All the eligible bidders shall then be empaneled for a period of 2 years which can be extended further as per need and mutual agreement.

NON-ELIGIBILITY

- Bids of those bidders against whom any criminal case is pending before court of competent jurisdiction or who have been convicted by court of competent jurisdiction shall not be considered.
- Bids of those bidders, who will found to be involved in theft or in non-payment of government dues of taxes, will be out rightly rejected and will not be considered for the further evaluation.
- The bids of those bidders who have been blacklisted or debarred by the central government or any central government authority or any state government or any state government authority, shall not be considered.
- Bidders shall submit affidavit for the aforesaid purpose.

ALLOCATION OF WORK

1. Directorate of Public Relations shall release Expression of Interest (EoI) individually for each group tour, as per requirement in the Chhattisgarh Samvad portal - <https://samvad.cg.nic.in/>.
2. The EoI would have details of tour and travel requirements including location, duration, approx. no of passengers, inclusions and exclusions.
3. The EoI would also have defined financial format for charges on per-person basis.
4. All the empaneled travel agencies would be eligible to participate in the EoI.
5. The travel agency with L1 rate (lowest rate) would be considered as the selected bidder and work order would be issued accordingly.
6. In case there are two or more agencies with the same L1 value, the Directorate of Public Relations may in such case call all such bidders for negotiations and select the preferred bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of the Directorate of Public Relations.

IMPORTANT NOTE

1. Directorate of Public Relations shall in no circumstance whatsoever, be held responsible or liable in any manner whatsoever, for any costs or expenses incurred or any loss suffered by Bidder, in connection with or in consequence of the preparation or delivery of any bids, or compliance with any of the requirement of the Invitation for bids or in any other manner.
2. Any concealment of a material fact or a misrepresentation shall lead to disqualification of the Bidder. Submission of forged documents will also result in summary rejection of the bid.
3. Canvassing in any form shall render the bids liable to be rejected.
4. The tenderer shall be deemed to have duly considered all terms of this Invitation for bids document and acknowledge that it intends to submit bids offer in accordance with the provisions of this document having accepted the terms and conditions as have been incorporated herein and/or that may be incorporated by Directorate of Public Relations through any Addendum(s).
5. No change in the composition of tenderer will be permitted by the Directorate of Public Relations after the Bid or subsequently during execution.
6. The Directorate of Public Relations reserves the right to reject any application, if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the application and further legal recourse for future.

Commissioner

Directorate of Public Relations

Nava Raipur Atal Nagar

APPENDIX-A

COVERING LETTER (ON THE LETTERHEAD OF THE BIDDER)

DATE:

To: Commissioner
Directorate of Public Relations
Government of Chhattisgarh
Nava Raipur Atal Nagar

REF: ' EMPANELMENT OF TRAVEL AGENCIES FOR DOMESTIC TOURS'

DEAR SIR,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as the bidder') and having reviewed and fully understood all of the proposal requirements and information provided and collected, the undersigned hereby submits the proposal on behalf of _____ (name of bidder) for the captioned project, with the details as per the requirements of the tender document, for your evaluation. We confirm that our proposal is valid for a period of 180 days from _____ (insert proposal due date).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our proposal, we hereby represent and confirm that our proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed scope of work, which forms a part of the tender document provided to us. We hereby certify and confirm that in the preparation and submission of our proposal, we have not acted in concert or in collusion with any other bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,
For and on behalf of (name of bidder)
Duly signed by the authorized signatory of the bidder
(Name, title and address of the authorized signatory)

APPENDIX-B**DETAILS OF BIDDER**
(ON THE LETTERHEAD OF THE BIDDER)

1	Name of the project		
2	Name of the bidder firm		
3	Registered office	Address with pin code	
		Telephone Nos.	
		Email Id	
		Website	
4	GSTIN (Copy to be enclosed)		
5	PAN card no (copy to be enclosed)		
6A	Name and designation of the Chief Executive of the firm		
6B	Address		
7A	Name and designation of the Authority that is authorized to sign the e-bid document		
7B	Address		
8	EMD amount (Transaction Details)		
9	Other eligibility documents attached		
9 A	Documents in evidence of past experience		
9A I	List of important clients		
9A II	Proof of association like accreditations, memberships and certificates from important past clients		

APPENDIX-C

FINANCIAL CAPACITY OF THE BIDDER (CHARTERED ACCOUNTANT CERTIFICATE)

Bidder	Annual turnover			
	20XX-XX	20XX-XX	20XX-XX	Average annual turnover

Name & address of bidder:

Instructions:

The bidder shall submit a Chartered Accountant certified turnover certificate only. The certificate should mention:

1. CA certification regarding annual turnover for the last three financial years (2021-22, 2022-23, 2023-24 OR 2022-23, 2023-24 and 2024-25).
2. UDIN no of the CA certification.

APPENDIX-D

POWER OF ATTORNEY (ON STAMP PAPER OF INR 100/-)

Know all men by these presents, we _____ Name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for 'Empanelment of travel agencies for domestic tours' including signing and submission of all documents and providing information/responses to the Directorate of Public Relations of _____ in all matters in connection with our proposal for the said assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the for _____ day of _____ 2025
(Name and designation of the person(s)
signing on behalf of the bidder)

Accepted

_____ (Signature)

(Name, title and address of the attorney)

Date:

Note:

1. To be executed only if the bidder is a company, agency or firm.
2. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of attorney. Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this power of attorney for the delegation of power hereunder on behalf of the bidder.

APPENDIX-E

**NON-DEBARMENT AFFIDAVIT
(ON STAMP PAPER OF INR 100/-)**

Date:

To: Commissioner
Directorate of Public Relations
Government of Chhattisgarh
Nava Raipur Atal Nagar

Reference: Empanelment of travel agencies for domestic tours

Dear sir,

I/we hereby declare that statements, project documents, credentials, documentary evidence, financial statements and other tender documents in the proposal are true, authentic to the best of my/our knowledge. I/we have not incorporated any information not undertaken by us, in the proposal. I/we, for the purpose of the said tender, have not forged, misrepresented & misled any information that has not been undertaken by us. For the purpose of the evaluation, the Directorate of Public Relations, has the right to verify the authenticity of the proposal submitted by us.

I/we fully understand that in case of furnishing any false documents or statements, forging, misrepresentation & producing misleading information in the proposal and failure to abide by the terms and conditions of the tender, I/we are liable to any actions that may be taken against us by the Directorate of Public Relations.

I/we, also declare that I/we have not been blacklisted/terminated/debarred by any state or central government or their agencies and have not been found guilty of any criminal offence by any court of law, in the last 5 years.

All above mentioned points are true, authentic to the best of my/our knowledge.

Yours faithfully,

Name of the bidder

Signature of the authorized person

Name of the authorized person

GENERAL TERMS & CONDITIONS

Empanelment of travel agencies for domestic tours Directorate of Public Relations, Nava Raipur Atal Nagar

APPLICATION: These general conditions shall apply to the extent that provisions in other parts of this tender do not supersede them. For interpretation of any clause in the contract agreement, the interpretation of the Directorate of Public Relations shall be final and binding on the agency.

RELATIONSHIP BETWEEN PARTIES: Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent between the 'agency' and ' Directorate of Public Relations'. The agency has complete charge of personnel performing the services executed by the agency from time to time. The agency shall be fully responsible for the services performed by it at all times.

STANDARDS OF PERFORMANCE: The agency shall provide services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The agency shall always act in respect of any matter relating to this tender as faithful to the Directorate of Public Relations and abide by all the provisions/acts/rules etc. Of government processes prevalent in the country. The Directorate of Public Relations shall evaluate the performance of the agency based on the quality of the services rendered as well as feedback received by the officials concerned at the Directorate of Public Relations.

CODE OF INTEGRITY: No official of a procuring entity or a bidder shall act in contravention of the codes which include:

- a. prohibition of
 - i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - iii. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - iv. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii. obstruction of any investigation or auditing of a procurement process.
 - viii. making false declaration or providing false information for participation in a tender process or to secure a contract.
- b. disclosure of conflict of interest.
- c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

DELIVERY AND DOCUMENTS: As per the time schedule agreed between parties for specific projects given to the agency from time to time, the agency shall submit all the deliverables to the Directorate of Public Relations. The agency shall not, without Directorate of Public Relations prior written consent, disclose contract, tour details, itinerary, plans or other documents to any person or organization other than an entity employed by the agency for the performance of the contract, in consultation with the Directorate of Public Relations.

In case of the termination of the tender, all the documents prepared by the agency under the contract shall become property of the Directorate of Public Relations. The agency must not use any of the material or content anywhere, without taking permission, in writing, from the Directorate of Public Relations. The Directorate of Public Relations reserves the right to grant or deny any such request.

AGENCY PERSONNEL: The agency shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specified project, the personnel who have adequate knowledge and experience in the domain related with this project. It is desirable that the agency shall utilize the services of domain specialists, if required, to work on the project effectively.

APPLICABLE LAW: Applicable law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India and that of state of Chhattisgarh.

INTELLECTUAL PROPERTY RIGHTS: The agency shall insure itself against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of any material or any part thereof in India or abroad. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of any material or any part thereof in India, the agency shall act expeditiously to extinguish such claim. If the agency fails to comply and the Directorate of Public Relations is required to compensate a third party resulting from such infringement, the agency shall be responsible for the compensation including all expenses, court costs, lawyer fees and will be liable for penalty/termination by the Directorate of Public Relations. The agency shall provide the Directorate of Public Relations with a notice of such a claim, if made, without delay.

SUSPENSION: Directorate of Public Relations may, in written notice to the agency, suspend all payments to it hereunder if the agency fails to perform any of its obligations under the contract including the carrying out of the services, provided that such notice of suspension,

- Shall specify the nature of failure.
- Shall request the agency for a remedy of such failure within a period not exceeding thirty (30) days after the receipt of such notice of failure by the agency.

TERMINATION: Under the contract, the Directorate of Public Relations may, by written prior notice of 1 month can terminate the services of the agency in the following ways:

- Termination by default for failing to perform obligations under the contract or if the quality is not up to the specification or in the event of non-adherence to any time schedule that may be mentioned by the Directorate of Public Relations.
- Directorate of Public Relations by written notice sent to the agency, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Directorate of Public Relations convenience, the extent to which performance of the agency under the contract is terminated, and the date upon which such termination becomes effective.

- The Directorate of Public Relations may at any time terminate the contract by giving a written notice to the agency, if the agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Directorate of Public Relations.
- If Directorate of Public Relations finds unsatisfactory performance of the agency or breach of any term and condition laid down in this tender, the performance security and EMD will be forfeited.
- In the event of non-critical performance deficiencies, the Agency shall be provided with written notice and a period of 15 working days to cure the deficiency before invoking termination.

RESOLUTION OF DISPUTES: if any dispute arises between parties, then there would be two ways for resolution of the dispute under the contract.

- **AMICABLE SETTLEMENT:** the performance of the contract is governed by the terms & conditions of the contract. However, at times dispute may arise over the interpretation of any term or condition of contract including the scope of work, etc. in such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If the dispute cannot be amicably settled within 45 days following the response of that party, then clause 'resolution of dispute below, for resolution of disputes shall become applicable.
- **RESOLUTION OF DISPUTES:** in the case of dispute arising between the Directorate of Public Relations and the agency, which has not been settled amicably, any party can refer the dispute for arbitration under the arbitration and conciliation act, 1996, as amended from time to time, and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrators shall be shared equally by the Directorate of Public Relations and the agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. Arbitrator shall be appointed by the government of Chhattisgarh on recommendation of Directorate of Public Relations.

CONFLICT OF INTEREST: the agency is required to provide professional objective and impartial advice and at all times holds the Directorate of Public Relations interest's paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work, without limitation on the generality of the foregoing, agency and any of its affiliates shall be considered to have a conflict of interest under any of the circumstances set forth below:

- **CONFLICTING ACTIVITIES:** An agency or any of its affiliates, selected to provide Consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods of works or services resulting from or directly related to this project.
- **CONFLICTING ASSIGNMENT/JOB:** An agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the agency to be executed for the same or for another employer.
- **CONFLICTING RELATIONSHIPS:** An agency that has a business or family relationship with a member of the Directorate of Public Relations staff who is directly or indirectly Involved in any part of the project shall not

be awarded the contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Directorate of Public Relations throughout the empanelment process and the execution of the contract.

The agency has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of Directorate of Public Relations, or that may reasonably be perceived as having this effect. Any such disclosure shall be made to Directorate of Public Relations, immediately. If the agency fails to disclose such situations and if the Directorate of Public Relations comes to know about any such situation at any time, it may lead to the disqualification of the agency during bidding process or the termination of its contract during execution of the assignment.

LEGAL JURISDICTION: All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Raipur, Chhattisgarh only.

SUBLETTING- The bidder shall not, without the prior approval of the competent authority in writing, sublet or assign to any other party or parties, the whole or any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility which he undertakes under the RFP.

PENALTY CLAUSE: Directorate of Public Relations will evaluate the performance of the agency based on the quality & quantity of the services rendered, validation by the Directorate of Public Relations verification committee and feedback received by the officials concerned at the department. Any work done for offices apart from the Directorate of Public Relations will first be validated by officers concerned from such offices. The decision of the Directorate of Public Relations shall be binding in this regard.

- In case of late/unsatisfactory/no services on a specific activity, in which the agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the agency shall be liable to penalty of 10% of the award value (work order value). The timeline/schedule of deliverables will be decided as and when the requirement/tasks activities arise. The Directorate of Public Relations will have the right to cancel the contract at any time without assigning any reason thereof.
- In the event of three instances of penalties, Directorate of Public Relations shall have the right to terminate the contract at the risk and cost of the agency/bidder.

LIQUIDATED DAMAGES: In case of delay in completion/ error of services or breach of contract terms and conditions, liquidated damages not exceeding an amount equal to 20% of the award value (work order value), shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. In the event of three instances of liquidated damages, Directorate of Public Relations shall have the right to terminate the contract at the risk and cost of the agency/bidder.

FORCE MAJEURE: Notwithstanding anything contained in the scope of work, the agency shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of force majeure.

For purposes of this clause "force majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the Directorate of Public

Relations regarding force majeure shall be final and binding on the agency. If a force majeure situation arises, the agency shall promptly notify the Directorate of Public Relations in writing, of such conditions and the cause thereof. Unless otherwise directed by the Directorate of Public Relations in writing, the agency shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

PROCESS CONFIDENTIALITY: Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the publication of the award of contract. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the Directorate of Public Relations, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the contract.

DATA CONFIDENTIALITY: The agency shall maintain full confidentiality of the data provided to it or data generated while providing services. Under no circumstances will the agency divulge/reveal/share such data for the purpose other than for meeting the Directorate of Public Relations requirements. Any violation of this confidentiality clause may result in instant termination of the contract and blacklisting of the agency's services from the government of Chhattisgarh, the decision of the client shall be final in this regard and binding on the agency.

CHANNELS OF COMMUNICATIONS

- The Directorate of Public Relations, at all stages, will be the first point of contact for all communication from the travel agency.
- All communication that may require references or proof of occurrence of communication shall be made to the Directorate of Public Relations via electronic mail. Communication from the Directorate of Public Relations to the travel agency could be made telephonically, in writing, verbally or email.
- The point of contact on behalf of the Directorate of Public Relations for the travel agency or anyone representing the agency shall be a nominated officer of the Directorate of Public Relations, Government of Chhattisgarh.

FRAUD AND CORRUPT PRACTICES: The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LOA and during the entire project duration. Notwithstanding anything to the contrary contained herein, or in the LOA, the Directorate of Public Relations may reject a bid, withdraw the LOA, or terminate the association with the selected bidder, as the case may be, without being liable in any manner whatsoever to the bidder, if it determines that the bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the authority shall be entitled to forfeit and appropriate performance security, as damages, without prejudice to any other right or remedy that may be available to the Directorate of Public Relations under the bidding documents and/or the LOA, or otherwise.

Without prejudice to the rights of the Directorate of Public Relations under the clause 'fraud and corrupt practices' herein above and the rights and remedies which the Directorate of Public Relations may have under the LOA, or otherwise if a bidder, is found by the Directorate of Public Relations to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the issue of the LOA or the project duration, such bidder shall not be eligible to participate in any tender or RFP issued by the Directorate of Public Relations for a period of

2 (two) years from the date such bidder, is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this clause fraud and corrupt practices, the following terms shall have the meaning hereinafter respectively assigned to them:

- A. 'Corrupt practice' means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Directorate of Public Relations who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOA or has dealt with matters concerning or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Directorate of Public Relations, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) save and except as permitted under the clause 'performance security' (b) of this tender, engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or during the project duration, as the case may be, any person in respect of any matter relating to the project or the LOA, who at any time has been or is a legal, financial or technical adviser of the Directorate of Public Relations in relation to any matter concerning the project;
- B. 'Fraudulent practice' means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.
- C. 'Coercive practice' means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process.
- D. 'Undesirable practice' means (1) establishing contact with any person connected with or employed or engaged by the Directorate of Public Relations with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest; and.
- E. 'Restrictive practice' means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

ROLES & RESPONSIBILITIES OF STAKEHOLDERS

Directorate of Public Relations

- Provide necessary guidance, support, approvals and strategic suggestions as and when required, through periodic review for the duration of the contract.
- Ensure that the agency conducts work as specified in the scope of work.
- Validate the work performed by the agency, based on monitoring the scope of work for payments.

TRAVEL AGENCY

Over and above the mentioned pre-requisites of the agency in the 'scope of work', the agency shall have to ensure optimal performance by dispersing key responsibilities as follows:

- The agency will appoint 'nodal officer' to be the nodal point for coordinating with the client. The person identified must be available over phone/email at all times.
- The agency will sign a 'non-disclosure agreement' with the Directorate of Public Relations as part of the empanelment. The non-disclosure agreement will cover all the data that has been provided by the Directorate of Public Relations for operations along with the data that is generated during the operation of the project.
- The agency will treat as confidential all data and information obtained during execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Directorate of Public Relations.