

SPORTS AUTHORITY OF INDIA  
Khelo India Division

Corrigendum-1

-s/d-  
Deputy Director, KI

Bid Ref No.: F.No. 01-23002(02)/1/2023-HO-Khelo India Division

Dated 27.06.2023

**Sub: Corrigendum No. 1 to the above referred F.No. 01-23002(02)/1/2023-HO-Khelo India Division for the RFP for Production and Media Rights for Khelo India Youth Games-Five Editions (Commencing 2024).**

The following changes are incorporated to the bidding document:

S.No.	RFP/Draft LA Clause Reference	Clause as per RFP	Proposed Amended Clause
1	<u>RFP (Clause 12.6) &amp; RFP (Clause 12.11.3)</u>	<p><u>RFP (Clause 12.6)</u>: "The Bids shall be valid for a period of 45 days from the date of submission of the Bids. A Bid valid for a shorter period may be rejected as non-compliant. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same."</p> <p><u>RFP (Clause 12.11.3)</u>: "Bids which do not confirm unconditional validity of the bid for 45 days from date of submission of the Bid."</p>	<p><u>RFP (Clause 12.6)</u>: "The Bids shall be valid for a period of 75 days from the date of submission of the Bids. A Bid valid for a shorter period may be rejected as non-compliant. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same."</p> <p><u>RFP (Clause 12.11.3)</u>: "Bids which do not confirm unconditional validity of the bid for 75 days from date of submission of the Bid."</p>
2	<u>RFP (Clause 14.2.2) &amp; RFP (Clause 14.2.7)</u>	<p><u>RFP (Clause 14.2.2)</u>: "A certificate issued by a licensed chartered accountant that the Bidder has an average annual turnover of at least INR 25,00,00,000 (Indian Rupees Twenty-Five crore) during the preceding 3 (three) financial years that is FY 2020-2021, FY 2021 – 2022 and FY 2022 – 2023."</p> <p><u>RFP (Clause 14.2.7)</u>:</p>	<p><u>RFP (Clause 14.2.2)</u>: A certificate issued by a licensed chartered accountant that the Bidder has an average annual turnover of at least INR 25,00,00,000 (Indian Rupees Twenty-Five crore) during the preceding 3 (three) financial years that is FY 2019-2020, FY 2020 – 2021 and FY 2021 – 2022."</p> <p><u>RFP (Clause 14.2.7)</u>: "Copy of ITR returns of preceding three years, that is FY 2019-2020,</p>

		“Copy of ITR returns of preceding three years, that is FY 2020-2021, FY 2021 – 2022 and FY 2022 – 2023.”	FY 2020 – 2021 and FY 2021 – 2022. However, a certificate by the Director/Competent Authority of the Bidder may also be submitted in respect of the turnover and ITR for the financial year 2022-23 in case the audit for the same is pending.
3	RFP Clause 8.7	<p>RFP Clause 8.7:</p> <p>Bid securities of unsuccessful bidders during first stage i.e. technical evaluation will be returned within 30 days of declaration of result of first stage i.e. technical evaluation.</p> <p>Bid securities of unsuccessful bidders during second stage i.e. financial evaluation will be returned within 30 days of award of contract.</p> <p>The Bid Security of successful Bidders will be returned without any interest, after receipt of Performance Security from that Bidder.</p>	<p>RFP Clause 8.7:</p> <p>“Bid securities of unsuccessful bidders during first stage i.e. technical evaluation will be returned within 30 days of declaration of result of first stage i.e. technical evaluation.</p> <p>Bid securities of unsuccessful bidders during second stage i.e. financial evaluation will be returned within 30 days of award of contract.</p> <p>The Earnest Money Deposit/Bid Security, being an amount of INR. 10,00,000/- (Indian Rupees Ten Lacs Only) which has been submitted by the successful bidder along with the Bid will be set off as a part payment against the first instalment of the Media Rights Fee payable by the Licensee.”</p>
4	Draft LA: Clause 4- Performance Security	Newly added (reproduced from RFP)	<p>Clause 4.8:</p> <p>“SAI agrees that the Performance Security shall be returned to the Licensee upon expiry of the Term /or termination of the Agreement, whichever is earlier, subject to settlement of all dues and obligations of the Licensee. In the event SAI enforces a part of the Performance Security in accordance with the provisions of this Agreement, the remaining amount of Performance Security shall be refunded to the Licensee upon expiry of the Term or termination of the Agreement, whichever is earlier. It is hereby clarified that the Performance Security must remain valid for a period of 60 (sixty) days beyond the date of expiry of the period of the Agreement (i.e., Conclusion of 5th Edition) or termination of this Agreement, whichever is earlier, and the Licensee must ensure that Performance Security remains valid during such period. It may require revalidation from time to time.”</p>

5	RFP (Clause 18.1(I)) & Draft LA (Clause 3.2.1)	<p><u>RFP (Clause 18.1(I)):</u>          "For first Edition, 50% of the quoted Media Rights Fee at the time of signing of the License Agreement, and the balance 50% within one month from the date of commencement of the first Edition of the Event; and"</p> <p><u>Draft LA (Clause 3.2.1):</u>          "For first Edition, 50% of the quoted Media Rights Fee at the time of signing of the License Agreement, and the balance 50% within one month from the date of commencement of the first Edition of the Event; and"</p>	<p><u>RFP (Clause 18.1(I)):</u>          "For first Edition, 50% of the quoted Media Rights Fee at the time of signing of the License Agreement, and the balance 50% within <b>two</b> months from the date of commencement of the first Edition of the Event; and"</p> <p><u>Draft LA (Clause 3.2.1):</u>          "For first Edition, 50% of the quoted Media Rights Fee at the time of signing of the License Agreement, and the balance 50% within <b>two</b> months from the date of commencement of the first Edition of the Event; and"</p>
6	Draft LA: Annexure B	Newly added (reproduced from RFP)	<p>Added at Sr. No.-</p> <ol style="list-style-type: none"> <li>1. Under this contract, the production obligation is to produce minimum 10 (ten) sports live across multiple venues with a minimum requirement of 2 (two) production kits ("Production Kits") and 1 (one) Roving Kit for the duration of the games with the latest available technologies.</li> <li>2. Identification of the Games to be broadcast live, and the schedule for such Games shall be decided by mutual consultation. The Licensor shall have the final say in schedule of the Games whereas the Licensee shall have final say on broadcast matters.</li> </ol>

**The pre-bid queries received from various prospective bidders and the reply to the same is attached below for reference:**

SL.NO.	RFP/Draft License Agreement CLAUSE REFERENCE	Clause As Per RFP/Draft License Agreement	CLARIFICATION SOUGHT/QUERY RAISED	CLARIFICATIONS
1	General	<i>No specific reference in the RFP and/or the Draft LA.</i>	<p><b><u>Request:</u></b></p> <p>In case where the Bidder is the incumbent Licensee of the rights, request SAI to exempt such Bidder on from submitting the submission of pre-qualification documents and Technical Bid documents. As SAI is aware, the incumbent Licensee is a renowned sports broadcaster. Submission of the documents would create unnecessary procedural and operational burden for the Licensee.</p>	No change in the RFP
2	RFP / Pg. Nos. 25 & 28 / Clauses 9.1, 12.6 & 12.11.3	<p><i>RFP (Clause 9.1): "The Bid shall remain valid for acceptance for a period of 75 days (Seventy-five) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected."</i></p> <p><i>RFP (Clause 12.6): "The Bids shall be valid for a period of 45 days from the date of submission of the Bids. A Bid valid for a shorter period may be rejected as non-compliant. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until</i></p>	<p>Basis the clauses specified herein, there is an inconsistency with respect to the validity period of the Bid. While clause 9.1 of the RFP mentions the validity period of the Bid to be 75 (Seventy-five) days, clauses 12.6 and 12.11.3 of the RFP indicates that the Bid validity period is 45 (forty-five) days.</p> <p><b><u>Request:</u></b></p> <p>Request SAI to provide clarity on the exact validity period of the Bid and the timeline for completion of the Bid process. We recommend that the successful bidder should</p>	<p>There is no change in RFP Clause 9.1.</p> <p><b>Refer Corrigendum for RFP Clause 12.6 &amp; 12.11.3.</b></p>

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		<p><i>such time that the Bidder formally (in writing) withdraws the same."</i></p> <p>RFP (Clause 12.11.3): <i>"Bids which do not confirm unconditional validity of the bid for 45 days from date of submission of the Bid."</i></p>	<p>be declared immediately upon opening the commercial bid.</p>	
3	<p>RFP / Pg. No. 31 / Clauses 14.2.2 &amp; 12.2.7</p>	<p>RFP (Clause 14.2.2): <i>"A certificate issued by a licensed chartered accountant that the Bidder has an average annual turnover of at least INR 25,00,00,000 (Indian Rupees Twenty-Five crore) during the preceding 3 (three) financial years that is FY 2020-2021, FY 2021 – 2022 and FY 2022 – 2023."</i></p> <p>RFP (Clause 14.2.7): <i>"Copy of ITR returns of preceding three years, that is FY 2020-2021, FY 2021 – 2022 and FY 2022 – 2023."</i></p>	<p>For Bidders that follow an April to March statutory reporting year, as is standard practice, the audit for the year ending March 31, 2023 may not have been completed until the date of submission of details to the SAI. Further, considering that the deadline for filing ITR returns for companies is much later than the Bid submission date, it is highly likely that the Bidders would have not filed the returns at the time of the Bid submission.</p> <p><b>Request:</b></p> <p>(i) Request SAI to confirm if the Bidders can provide the certificate on the average annual turnover issued by the licensed chartered accountants for the preceding 3 (three) financial years i.e., <u>FY 2019-2020, FY 2020 – 2021 and FY 2021 – 2022</u>, which would be based on audited financials. In the event that the details of</p>	<p><b>Refer Corrigendum</b></p> <p>However, a certificate by the Director/Competent Authority of the Bidder may also be submitted in respect of the turnover and ITR for the financial year 2022-23 in case the audit for the same is pending.</p>

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			<p>the average annual turnover for any subsequent period are required, please confirm that a certificate provided by a Director of the Bidder would suffice.</p> <p>(ii) Request SAI to accept the latest available ITR returns filed with the income tax department which in most cases would be for <u>FY 2019-2020, FY 2020 – 2021 and FY 2021 – 2022.</u></p> <p><i><u>Note that this request is without prejudice to our request in point 1 above.</u></i></p>	
4	RFP / Pg. No. 35 / Clause 16.1	<i>"Prior to the expiration of the validity period for the Bid, SAI will notify the successful Bidder in writing by registered post or by facsimile or email transmission that its Bid has been accepted."</i>	<p>We understand that technical e-bids/Proposals shall be opened in the presence of Applicant's representatives. However, it is unclear if the commercial Bid would be opened in the presence of Applicant's representatives.</p> <p><b><u>Request:</u></b></p> <p>Request a confirmation from SAI on whether the commercial Bid will be opened in the presence of Applicant's representatives. Also request SAI to provide the Bidders clarity on the expected timelines for opening the commercial Bid.</p>	<p>Expected timelines for the commercial bid opening can only be notified after the technical bid evaluation and respective responsiveness of the bidders.</p> <p>Also, the opening and evaluation of technical and commercial bids in this RFP is online through CPPP portal throughout the tendering process.</p> <p>However, if the bidder desires to attend the commercial bid opening, prior intimation shall be given to the bidder regarding the time and date of opening.</p>

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5	RFP / Pg. No. 39 / Clause 19.1	<p><i>"All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder."</i></p>	<p><b><u>Request:</u></b></p> <p>Section 19.1 of the RFP mandates to provide documentary proof for all information/details submitted as part of the submission. As part of the Technical Bid documents (write ups), Bidders would provide substantial amount of data relating to Bidder experience in producing &amp; broadcasting of large-scale sports events, its marketing spends for such events, viewership reach, etc. We presume that the requirement to provide documentary proof would not extend to any write ups submitted by the Bidder.</p> <p><i><u>Note that this request is without prejudice to our request in point 1 above.</u></i></p>	No change in the RFP
6	RFP/ Pg. Nos. 31 & 32 / Clauses 14.3.3 & 15.1.1(3)	<p><u>RFP (Clause 14.3.3):</u> <i>"Proof of aggregate marketing spend incurred by the bidder during broadcast of large-scale sports events undertaken by the Bidder."</i></p> <p><u>RFP (Clause 15.1.1(3)):</u> <i>"Aggregate marketing spent on broadcasting /producing, large scale sports events in or outside India. (Only events mentioned at point 1 and 2 above are applicable)."</i></p>	<p>Aggregate marketing spend incurred by the Bidder(s) during the broadcast of other large-scale sports events may not be possible to provide considering that the same would tantamount to breach of confidentiality with the respective licensors.</p> <p><b><u>Request:</u></b></p> <p>Request SAI to do away with the requirement to submit details regarding aggregate</p>	No change in the RFP

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			marketing spend during broadcast of large-scale sports events. It will not be possible for any Bidder to provide such details.	
<b>Draft LA / Commercial Clarifications</b>				
7	General	<i>General reference across the RFP and the Draft LA</i>	<p>Both the documents, i.e., the RFP and the Draft LA indicate that the Licensee is required to incur the entire production costs in relation to the sporting events, opening and closing ceremonies, highlights, and certain number of episodes of the Fit India Quiz. SAI would appreciate that this would entail very high costs for the Licensee and would be difficult from a logistics perspective.</p> <p><b><u>Request:</u></b></p> <p>Request SAI to reconsider the position and incur production costs for each Edition of the Event and Fit India Quiz. In the alternative, request SAI to split the production costs with the Licensee on a 50:50 basis.</p>	No change in the RFP



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8	General	<i>No specific reference under the RFP and/or the Draft LA.</i>	<p><b>Request:</b></p> <p>Request SAI to confirm that prior to signing the Draft LA, the Licensee will be able to provide its comments on the draft in respect of any inconsistencies with the terms of the tender and/or amendments agreed between SAI and the Licensee. <i>For example</i>, in relation to the production kit requirements, working committee requirement, payment terms, return of Performance Security upon expiry of the Term; joint finalization of the Event schedule, etc.</p>	Any changes in the Draft LA (if any) will be incorporated on the basis of mutual agreement provided that it is not inconsistent with the terms of the RFP/tender.
9	RFP / Pg. No. 24 /Clause 8.7; and Draft LA /Pg. No. 68 /Clause 3.1	<p>RFP (Clause 8.7): <i>"... The Bid Security of successful Bidders will be returned without any interest, after receipt of Performance Security from that Bidder."</i></p> <p>Draft LA (Clause 3.1): <i>"...The Earnest Money Deposit/ Bid Security, being an amount of INR. 10,00,000/- (Indian Rupees Ten Lacs Only) which has been submitted by the Licensee along with the Bid will be set off as a part payment against the first instalment of the Media Rights Fee payable by the Licensee. ..."</i></p>	<p>While Clause 8.7 of the RFP, <i>inter alia</i>, states that the Bid Security will be refunded upon receipt of the Performance Security, Clause 3.1 of the Draft LA records that the Bid security would be adjusted against the first instalment of the relevant Media Rights Fee payable by the Licensee.</p> <p><b>Request:</b></p> <p>Request SAI to clarify the exact treatment of the Bid Security with respect to the successful bidder/ the Licensee.</p>	<p>EMD/Bid Security will be set off as a part payment against the first instalment of the Media Rights Fee.</p> <p><b>Refer Corrigendum for RFP Clause 8.7</b></p>

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10	RFP / Pg. No. 36 /Clause 17.1; and Draft LA /Pg. No. 70 /Clause 4.1	<p>RFP (Clause 17.1): <i>"To ensure the due performance of the awarded contract, the Licensee shall, within 14 (fourteen) days of entering into the License Agreement with SAI, furnish an irrevocable bank guarantee for an amount of 3% of the total value of the contract ("<b>Performance Security</b>")."</i></p> <p>Draft LA (Clause 4.1): <i>"To ensure the due performance of the awarded contract, the Licensee shall, within 14 (fourteen) days of entering into the License Agreement with SAI, furnish an irrevocable bank guarantee for an amount of 3% of the total value of the contract ("<b>Performance Security</b>")."</i></p>	<p>SAI would appreciate that furnishing a Performance Security to the extent of 3% of the total value of the contract would create an unnecessary additional burden on the Licensee.</p> <p><b>Request:</b></p> <p>Request SAI to amend the clause to record that the Performance Security should be commensurate to the extent of outstanding Media Rights Fees for such Edition instead of 3% of the total value of the contract.</p> <p><b>For example:</b> If the Media Rights Fees payable for the second Edition is INR X, 50%, i.e., INR X Crores (i.e., X <i>minus</i> 50%) shall be paid 2 (months) in advance. Accordingly, the Licensee should be required to furnish Performance Security only to the extent of balance outstanding Media Rights Fees for such Edition, i.e., balance 50% of INR X Crores (i.e., X <i>minus</i> balance 50%). Needless to mention, such Performance Security shall be suitably revised such that SAI at all times have a valid Performance Security commensurate of the outstanding Media Rights Fees payable by the Licensee for relevant Edition of the Event.</p>	No change in the RFP

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11	RFP /Pg. No. 36 / Clause 17.7; and Draft LA /Pg. No. 70 /  Clause 4	<i>RFP (Clause 17.7): "...SAI agrees that the Performance Security shall be returned to the Licensee upon expiry of the Term /or termination of the Agreement, whichever is earlier, subject to settlement of all dues and obligations of the Licensee. ..."</i>	Presently, while the RFP records that the Performance Security shall be returned upon expiry of the Term, a corresponding provision to that effect has not been included in the Draft LA.  <b>Request:</b>  Request SAI to suitably amend the Draft LA to include a reference to return of the Performance Security within 7 (seven) days from the date of expiry of the Term.	The same clause may be reproduced from the RFP and may be added as Clause 4.8 in Draft LA.  <b>Refer Corrigendum</b>
12	RFP/Pg. No. 38 / Clause 18.1(I); and Draft LA / Pg. No. 69 / Clause 3.2.1	<i>RFP (Clause 18.1(I)): "...For first Edition, 50% of the quoted Media Rights Fee at the time of signing of the License Agreement, and the balance 50% within one month from the date of commencement of the first Edition of the Event..."</i>  <i>Draft LA (Clause 3.2.1): "...For first Edition, 50% of the quoted Media Rights Fee at the time of signing of the License Agreement, and the balance 50% within one month from the date of commencement of the first Edition of the Event. ..."</i>	<b>Request:</b>  Request SAI to suitably amend the payment terms for the first Edition under the RFP and the Draft LA as follows:  (i) 50% of the quoted Media Rights Fee at the time of signing of the License Agreement; and balance 50% of the quoted Media Rights Fee within <u>2 (two)</u> months of commencement of the first edition of the Event.	Request may be accepted. Accordingly, the clauses of RFP and Draft LA may be modified.  <b>Refer Corrigendum</b>

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13	RFP / Pg. No. 38 / Clause 18.2; and Draft LA /Pg. No. 69 / Clause 3.4	<p>RFP (Clause 18.2): <i>"Time is an essence in relation to the Licensee's payment obligations hereunder. Interest shall be payable by the Licensee to SAI on any late payments of any amount including any instalment of Media Rights Fee at a rate of (12%) per annum."</i></p> <p>Draft LA (Clause 3.4): <i>"Time is of the essence in relation to the Licensee's payment obligations hereunder. Interest shall be payable by the Licensee to SAI on any late payments of any amount including any instalment of the Media Rights Fee, at a rate of twelve percent (12%) per annum."</i></p>	<p>SAI would appreciate that imposing 12% interest per annum on delayed payments is harsh and exorbitant.</p> <p><b>Request:</b> Request SAI to reconsider and delete the relevant provisions pertaining to imposition of 12% per annum interest penalty on delayed payments, on the Licensee under the RFP and the Draft LA.</p>	<p>No change in the RFP</p> <p>The licensee shall pay interest @ 12% per annum on the amounts of Media Rights fee payable remaining outstanding beyond the due date. Interest shall continue to accrue till the media fee amount is finally squared up. Such interest shall be charged for the full period if the payment of media fee is not made by the due date with arrears, if any. Payment of interest shall be in addition to and without any prejudice to other rights and remedies as may be available to the Licensor under law including right to termination.</p>
14	RFP / Pg. No. 40 / Clause 20.2.3; and Draft LA / Pg. No. 74 / Clause 7	<p>RFP (Clause 20.2.3): <i>"...The working committee shall meet every two months to discuss activities and opportunities to promote the KIYG, especially between two Events. These discussions in good faith shall also include the provisions of marketing plans and materials with partners. ..."</i></p> <p>Draft LA (Clause 7): <i>"... The Working Committee shall meet every 2 (two)</i></p>	<p>While the RFP and the Draft LA make multiple references to a "Working Committee" to be formed to discuss activities and opportunities to promote the KIYG, no further details regarding formation, number of members, Licensee's representation, etc. have been presently recorded. Accordingly, there is no clarity on the Working Committee except for its purpose.</p> <p><b>Request:</b></p>	<p>Working Committee will have representatives from the both sides. The composition of the committee shall be decided at the time of the signing of the agreement.</p>

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		<p><i>months to discuss activities and opportunities to promote the Games, especially between two Editions of the Event. These discussions in good faith shall also include the provision of marketing plans and materials with partners. ..."</i></p>	<p>Request SAI to suitably amend the RFP and the Draft LA to, <i>inter alia</i>, include, number of members, quorum, Licensee's representation, etc. with respect to the Working Committee.</p>	
15	<p>RFP / Pg. No. 50 /Ann. B Para 1 r/w Para 6; and Draft LA / Pg. No. 87 / Ann. B Para 5</p>	<p><u>RFP (Ann. B, Para 1)</u>: <i>"Under this contract, the production obligation is to produce minimum 10 (ten) sports live across multiple venues with a minimum requirement of 2 (two) production kits ("Production Kits") and 1 (one) Roving Kit for the duration of the games with the latest available technologies."</i></p> <p><u>RFP (Ann. B, Para 6)</u>: <i>"If, however, SAI requests for additional production involving more than the baseline production obligations or kits, then SAI shall pay the Licensee a mutually agreed amount. In case there is no agreement, SAI is free to produce the additional venues/ events at its own cost and provide such produced feed to the Licensee. Such feed shall be provided to the Licensee free of cost. Any feed produced by the SAI shall</i></p>	<p>Presently, the contents of Para 1, Ann. B of the RFP have not been correspondingly included in the Ann. B of the Draft LA. In any event, we presume that the for the purpose of this arrangement, it is presumed that the baseline production obligation of the Licensee shall be capped at 10 (ten) sports live and any additional production would be undertaken by the Licensee for a certain mutually agreed fee, payable by SAI to the Licensee.</p> <p><b>Request:</b> Request SAI to confirm if the aforesaid understanding is correct.</p>	<p>Terms and conditions for any additional production involving more than the baseline production obligations or kits has already been mentioned in the RFP and Draft LA. However, same clauses may be reproduced in the Annexure B of the Draft LA from the RFP as Clause 1 and Clause 2.</p> <p><b>Refer Corrigendum</b></p>

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		<p><i>meet the minimum specifications as set out in ANNEXURE E."</i></p> <p><i>Draft LA (Para 5): "If, however, SAI requests for additional production involving more than the baseline production obligations or kits, then SAI shall pay the Licensee a mutually agreed amount. In case there is no agreement, SAI is free to produce the additional venues/ events at its own cost and provide such produced feed to the Licensee. Such feed shall be provided to the Licensee free of cost. Any feed produced by the SAI shall meet the minimum specifications as set out in ANNEXURE E."</i></p>		
16	Draft LA / Pg. No. 75/ Clause 10.2	<p><i>"...It is hereby agreed that the maximum aggregate liability which may be claimed by the Licensee against SAI shall be capped at the amount of Media Rights Fees paid by the Licensee to SAI under this Agreement for the last Edition. ..."</i></p>	<p>The Draft LA provides for uncapped liability for the Licensee and capped liability for SAI. Such one-sided and uncapped indemnity position operates as a disincentive for any Licensee to take an exposure on these rights.</p> <p><b>Request:</b></p> <p>Similar to SAI's liability, the Licensee's liability should also be capped.</p>	No change in the RFP

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17	Draft LA / Pg. No. 80 / Clause 16.1	<i>No specific reference under the RFP and/or the Draft LA.</i>	<p>While there are references to 'sub-licensee' under the RFP and the Draft LA, there is no express right under the Draft LA for the Licensee to sub-license its rights.</p> <p><b>Request:</b></p> <p>Request SAI to confirm that the Licensee shall be entitled to sub-license the rights under the arrangement and suitably amend the Draft LA to include such express sub-licensing rights.</p>	Sub-licensing is not permitted in the RFP and Draft LA. The Licensee is solely responsible for fulfilling all obligations outlined in the License Agreement and cannot transfer or delegate its rights or responsibilities to any third party through sub-licensing arrangements.
18	Draft LA / Pg. No. 86/ Annex. B / Para 1	<i>"Identification of the Games to be broadcasted live, and the schedule for such Games shall be decided by mutual consultation. The Licensor shall have the final say in schedule of the Games whereas the Licensee shall have final say on Broadcast matters."</i>	<p>Presently, the Draft LA records that SAI shall have the final say in the schedule of the Games. SAI would appreciate that there would a significant level production ecosystem required to be mounted entailing huge financial and logistical investments.</p> <p><b>Request:</b></p> <p>Request SAI to reconsider and suitably amend the RFP and the Draft LA to include that the schedule of the Games, i.e., the locations/venues and corresponding dates (including Opening and Closing Ceremonies, etc.) shall be decided by mutual consultation with the Licensee (<i>instead of SAI having a final say in</i></p>	No change in the RFP

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			<p><i>the same</i>) a few days in advance from the relevant Edition of the Event. <u>For example:</u> At least 60 (sixty) days in advance from the Opening Ceremony of the relevant Edition.</p>	
19	Draft LA / Pg. No. 87/ Annex. B / Para 7	<p><i>"...SAI commits that the production and Broadcast obligations shall not extend beyond duration of the game/ Fit India quiz in any edition. ..."</i></p>	<p>Presently, neither the RFP nor the Draft LA provides clarity on maximum number of days and venues for production and broadcast obligations for of the Event and/or the Fit India Quiz. This creates issues in the context of, <i>inter alia</i>: (i) the broadcast schedule as the Event/Fit India Quiz may conflict from with other events; and (ii) production costs and logistics, if the Licensee is to produce the Event/Fit India Quiz. Accordingly, in light of such uncertainty, it would not be possible for the Licensee to efficiently arrange for logistical support and/or schedule the broadcast of the Event and/or the Fit India Quiz. On the contrary, the aforesaid aspects may conflict with the other sports properties/ events / commitments to the other sports bodies/ boards.</p> <p><b><u>Request:</u></b></p> <p>Request SAI to suitably amend the RFP and the Draft LA to, <i>inter alia</i>, include that the</p>	No change in the RFP



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			<p>Licensee's production and broadcast obligations should <u>not exceed</u>:</p> <p>(i) a certain fixed period/ number of days. <u>For example</u>: a total of maximum 15 (fifteen) days per Edition; and</p> <p>(ii) a certain number of venues/ locations. <u>For example</u>: maximum 3 (three) venues/ locations (in the same city/ town) per Edition.</p>	