

110th Meeting of the Finance Committee

Agenda Papers

Date/Time: 21st November, 2022(Monday) 4.00p.m. Venue: Chamber of Secretary (Sports)

Shastri Bhawan New Delhi

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110thMeeting of Finance Committee of SAI (21.11.2022)

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Agenda Item No.1

<u>Confirmation of the Minutes of the 109th Meeting of the Finance Committee of Sports Authority of India (SAI) held on October 17, 2022.</u>

The Minutes of the 109^{th} Meeting of Finance Committee of SAI were circulated vide Circular No. $6(28)/SAI/B\&F/109^{th}$ FC/2022-23 dated 18^{th} October 2022.

Since no comments have been received, thereafter, Finance Committee may kindly confirm the minutes.

Action Taken Report on the decisions taken in the 109thMeeting of the Finance Committee of SAI held on 17th October 2022.

Item No	Item	Decision	Action Taken
3	Re-laying of Hockey(Blue) Turf with allied works at SAI NSSC Bangalore.	In principle approved and recommended to beplaced before the Governing Body for approval and to decide about source of Budget.	The Proposal is approved in 56 th GB. As intimated in GB Minutes, Work prioritization is being finalized along with detailed justification for the same.
4	Proposal for Installation of Synthetic Athletic Track (Mondo Track WS) along with associated works at NS NIS Patiala.	In principle approved and recommended to be placed before the Governing Body for approval and to decide about source of Budget.	The Proposal is approved in 56 th GB. As intimated in GB Minutes, Work prioritization is being finalized along with detailed justification for the same.
5	Selection of Project Management Unit for providing development, maintenance and support services for IT Applications at SAI.	Recommended to be placed before the Governing Body for approval.	The Proposal is approved in 56 th GB.
6	Replacement of Synthetic Athletic Track (Full PUR, Full EPDM- Class-I) with allied works at SAI NS NIS Patiala.	In principle approved and recommended to be placed before the Governing Body for approval and to decide about source of Budget.	The Proposal is approved in 56 th GB. As intimated in GB Minutes, Work prioritization is being finalized along with detailed justification for the same.
7	Relaying of Synthetic Athletic Track (Full PUR, Full EPDM- Class-II) with allied works at SAI NCOE Sonepat.	In principle approvedand recommended to be placed before the Governing Body for approval and to decide about source of Budget.	The Proposal is approved in 56 th GB. As intimated in GB Minutes, Work prioritization is being finalized along with detailed justification for the same.
8	Construction of Multi- Purpose Hall at SAI NCOE Bhopal	In principle approvedand recommended to be placed before the Governing Body for approval and to decide about source of Budget.	The Proposal is approved in 56 th GB. As intimated in GB Minutes, Work prioritization is being finalized along with detailed justification for the same.

9	Construction of 300 Bedded Hostel at IGS Complex, New Delhi.	It was decided that further clarifications may be sought from M/s NBCCon the change in scope of work and enhanced estimates submitted by M/s NBCC.	Detailed Clarifications are sought from M/s NBCCvide letter no. 01-11002(04)/2/2021/HO-Infra division/890 dated 03.11.2022. The reply is yet to receive.
10	Honorarium for Medical Consultants on visiting basis in SAI.	The agenda is deliberated in detail. Secretary/Sports opined that privacy of athlete's medical detail is of utmost priority and directed that Standard Operating Procedure (SOP) should be developed to maintain privacy and proper storage of athlete's medical record in consonance of the best practices maintained in the world in this regard. However, Honorarium proposed per visit of doctors at point 4 of the agenda is concurred. It was further decided that the concerned division is required to constitute a committee to finalize terms and conditions of the Expression ofInterest (EOI) in accordance with thedirective given by Secretary/Sports.	The Proposal for issuanceof expression of Interest(EOI) for empanelment of medical consultants onvisiting basis and honorarium proposed for them was approved in 56th GB.
11	Proposal for Utilization of under-utilized infrastructure and spaces of SAI Stadia	Recommended to be placed before the Governing Body for approval.	The Proposal is approved in 56 th GB.

Agenda Item No.3

Engaging National Testing Agency for the conduct of preliminary round Fit India Ouiz for Schools across the country

1. Background

In order to propagate the message of Fit India among the school children and strengthen its presence in schools, a Fit India Quiz has been envisioned to involve school children across the country. The quiz is the first National-Level Quiz for students which will give out total **cash award of ₹ 3.25 crore to schools and students.** In the first edition of Fit India Quiz, 36,299 students from 13,502 school participated and showcased their knowledge infitness and sports. In the first edition, National Testing Agency (NTA) was selected to conduct the preliminary round. To cater the requirement of online preliminary round, a web portal was developed by the NTA for registration. Further, NTA has also developed a mobile application for conducting multi-lingual preliminary rounds of Quiz.

1(ii) Fit India Quiz has become a popular mechanism to align the kids across the country to join the mission of fitness and adopt the fit lifestyle. In this edition, the four rounds of the quiz will include School Round, Preliminary Round, State Round and National Round. The quiz structure and prize structure inthe Fit India Quiz 2022 will be in the similar lines of First Edition of the Fit India Quiz 2021. A circular has been issued to all stake holders in this regard. Copy of the circular and the annexure with all details such as quiz structure; prize structure and other guidelines are enclosed at Annexure.

Proposal

2(i)

In order to ensure maximum participation, the registration of candidates and preliminary rounds have been conceptualized through online mode on a suitable platform and taking the test by individual candidate using mobile phone from a convenient place on a sophisticated mobile based platform with adequate security features to ensure fair and transparent conduct of exam. Based on the experience of successful execution of the first edition of Fit India Quiz, Fit India Mission is considering **National Testing Agency** under Ministry of Education, Government of India as a suitable agency for the conduct of registration and preliminary round, simultaneously, across the country. NTA has been formed specifically to conduct entrance exams for admissions to Institutions of higher education such as IITs, AIIMS etc. and it has the capability in delivering exam in over 13 languages. National Testing Agency has already developed a web portal and a mobile application exclusively for Fit India Quiz.

2(ii) After multiple rounds of discussion with NTA and based on the experience of conducting the Preliminary Exams for first edition of Fit India Quiz, it is proposed to engage NTA for the second edition of Fit India Quiz. However, NTA has offered the revised fee structure for conducting the preliminary test on basis of evaluating the cost incurred by NTA in the first edition.

- 2(iii) In the previous edition, NTA had initially quoted an amount of Rs. 225 per student. However, given the importance of maximizing mass reach of FI Quiz and deliberation at the highest level, NTA agreed to conduct the quiz at a nominal cost of ₹ 50 per participant. For the current edition NTA has proposed to collect ₹ 70 per participant (₹ 50 per participant collected from the school + ₹ 20 collected from FitIndia Mission), if the total number of participants registered are 1,00,000 or above. The revised cost of Rs. 70 is basis NTAs evaluation of cost incurred in the previous edition.
- 2(iv) Based on Fit India Quiz 2022 registrations and the current trend in the ongoing registrations it is estimated that the total registration for Fit India Quiz 2022 shall be approximately 2,00,000 students (+/-10%) hence the estimated financial implication based on the above proposal will be up to ₹ .40,00,000/- (+/- 10%). NTA shall be eligible for the payout as per actual number of registrations by 20th November 2022. It is also to be noted that the payout shall not exceed ₹ .40,00,000/- (+/- 10%) up to the registration of 2,00,000 (+/- 10%) participants.
- 2(v) Further, as per GFR 194, Single Source Selection/Consultancy by nomination- the selection by direct negotiation/nomination, on the lines of Single Tender mode of procurement of goods, is considered appropriate only under exceptional circumstance such as:
 - (i) tasks that represent a natural continuation of previous work carried out by the firm;
 - (ii) in case of an emergency situation, situations arising after natural disasters, situations where timely completion of the assignment is of utmost importance; and
 - (iii) situations where execution of the assignment may involve use of proprietary techniques or only one consultant has requisite expertise.
 - (iv) Under some special circumstances, it may become necessary to select a particular consultant where adequate justification is available for such single-source selection in the context of the overall interest of the Ministry or Department. Full justification for single source selection should be recorded in the file and approval of the competent authority obtained before resorting to such single-source selection.
 - It shall ensure fairness and equity and shall have a procedure in place to ensure that the prices are reasonable and consistent with market rates for tasks of a similar nature; and the required consultancy services are not split into smaller sized procurement.
- As specified in para 2(i) above, NTA developed the web portal and mobile application exclusively for the Fit India Quiz during their engagement in Fit India Quiz 2021. Hence, under the GFR rule 194 (i) and (iii) mentioned above can be applicable and invoked for selection of National Testing Agency for the conduct of registration and preliminary round of Fit India Quiz on nomination basis.

Concurrence of Finance Committee is solicited for engaging National Testing Agency (NTA) on nomination basis for the conduct of registration and preliminary round of Fit India Quiz and allocation of ₹.40,00,000/- (+/- 10%) for covering the additional cost incurred by National Testing Agency (NTA)







SPORTS AUTHORITY OF INDIA FIT INDIA MISSION

Jawaharlal Nehru Stadium, 1st Floor (Near Ramp No. 5) Lodhi Road, New Delhi – 110003 Email: contact@fitindia.gov.in

F. No. 19-2/FIT INDIA/QUIZ/2022

Dated: 14/11/2022

CIRCULAR

Subject: Extension of Registration Dates for Fit India Quiz 2022

- 1. In continuation to the circular of even number dated 22.08.2022 and 11.10.2022 on Fit India Quiz 2022, regarding the school registration for Fit India Quiz 2022, it is to inform that the last date for the Fit India Quiz 2022 school registration has been extended to 20.11.2022 for enabling maximum number of schools and students to register for participation.
- 2. The schools to register themselves on https://fitindia.nta.ac.in/ and nominate minimum 2 students. It is to be noted that there is no upper limit on number of students to be nominated, hence the school can nominate as many students who are interested to participate in the Fit India Quiz 2022.
- 3. The registration of the schools shall be considered completed only if they have nominate students and paid the required fees of Rs. 50 per student. The school to keep a copy of payment proof and confirmation page after completing the registration for their records.

(Ekta Vishnoi) Mission Director (Fit India)

To:

Principal Secretary/Secretary in charge of School Education Department of States/UTs Copy to:

- 1. Joint Secretary, D/o School Education and Literacy, Ministry of Education, Government of India
- 2. Principal Secretary/Secretary in charge of Sports Department of States/UTs
- 3. The Chairperson, Central Board of Secondary Education
- 4. The Commissioner, Kendriya Vidyalaya Sangathan
- 5. The Commissioner, Navodaya Vidyalaya Samiti
- 6. The Chairperson, Council for the Indian School Certificate Examinations (CISCE)
- 7. Director in charge of State School Education Boards of States/UTs

Copy also for information to:

- 1. Sr.PPS to Secretary, D/o School Education and Literacy, Ministry of Education, Govt. of India
- 2. Sr.PPS to Secretary D/o Sports, Ministry of Youth Affairs and Sports, Govt. of India







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F. No. 19-2/FIT INDIA/QUIZ/2022

Dated: 11/10/2022

CIRCULAR

Subject: Extension of Registration Dates for Fit India Quiz 2022

- 1. In continuation to the circular of even number dated 22.08.2022 on Fit India Quiz 2022, regarding the school registration for Fit India Quiz 2022, it is to inform that the last date for the Fit India Quiz 2022 registration has been extended from 15.10.2022 to 15.11.2022 for enabling maximum number of schools and students to register for participation.
- 2. The schools to register themselves on https://fitindia.nta.ac.in/ and nominate minimum 2 students. It is to be noted that there is no upper limit on number of students to be nominated, hence the school can nominate as many students who are interested to participate in the Fit India Quiz 2022.
- 3. The registration of the schools shall be considered completed only if they have nominate students and paid the required fees of Rs. 50 per student. The school to keep a copy of payment proof and confirmation page after completing the registration for their records.
- 4. The dates for the Preliminary rounds shall be communicated to the registered schools and will be made available on Fit India website (https://fitindia.gov.in/home) and Fit India Quiz 2022 NTA portal (https://fitindia.nta.ac.in/)
- 5. The remaining criteria and guidelines stated in the circular of even number dated 22.08.2022 on Fit India Quiz 2022 will remain same. It is therefore requested that the Principal Secretary/Secretary in charge of the School Education Department of all State/UT Governments may kindly share this circular with all schools in the state/UT so that maximum students from the state/UT may participate in the Fit India Quiz 2022.

More details of Fit India Quiz are attached as Annexure.

(Ekta Vishnoi)

Mission Director (Fit India)

Encl.: As above

To:

Principal Secretary/Secretary in charge of School Education Department of States/UTs

Copy to:

- 1. Joint Secretary, D/o School Education and Literacy, Ministry of Education, Government of India
- 2. Principal Secretary/Secretary in charge of Sports Department of States/UTs
- 3. The Chairperson, Central Board of Secondary Education
- 4. The Commissioner, Kendriya Vidyalaya Sangathan
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SPORTS AUTHORITY OF INDIA FIT INDIA MISSION

Jawaharlal Nehru Stadium, 1st Floor (Near Ramp No. 5) Lodhi Road, New Delhi – 110003 Email: contact@fitindia.gov.in

F. No. 19-2/FIT INDIA/QUIZ/2022

Dated: 22/08/2022

CIRCULAR

Subject: Fit India School Quiz 2022

- 1. The Fit India Movement was launched in August 2019 to popularise fitness as a way of life among citizens. Envisioned as a People's Movement, the endeavour has been to inculcate the philosophy that Fitness is Free, Fun and Easy among citizens of all age groups from school children to senior citizens.
- In a bid to further reiterate the need to create awareness about fitness and sports among school
 children, who are the future of India, the Fit India Mission under the aegis of Sports Authority
 of India, Ministry of Youth Affairs and Sports has decided to launch second edition of Fit India
 Quiz for schools across the country.
- 3. Fit India Quiz 2022 will be launched on 29th August 2022 and Launch will be live telecast on Fit India Mission YouTube Channel (https://www.youtube.com/c/FitIndiaMovement2019) and Fit India Movement FB Page (https://www.facebook.com/FitIndiaOff). The registrations for schools for participation shall begin from 3rd September 2022 on Fit India website (https://fitindia.gov.in/).
- 4. The objective of the quiz is to provide a National platform for students to showcase their knowledge about fitness and sports, also endeavours in its philosophy to create awareness among students about India's rich sporting history, including centuries-old indigenous sports, our national and regional sporting heroes of the past and how traditional Indian lifestyle activities hold the key to a Fit Life for all.
- 5. The quiz is the second edition of the National-Level Quiz for students which will give out a total cash award of Rs 3.25 crore to schools and students.
- 6. The quiz will also be the second edition of the first-ever fitness and sports quiz to be telecast on India's one of the largest sports television channels, Star Sports as well as on the National TV channel. Students who make it to the national round as representatives of their schools will therefore get a chance to showcase their talent before the entire nation.
- 7. The four rounds of the quiz will include the following:
 - a. **School Round**: To be conducted by the school to select students for registration in the Fit India Quiz Preliminary Round. It is the responsibility of the school that they encourage maximum students to participate in the Fit India Quiz 2022.

- b. **Preliminary Round:** To be a multiple-choice online round conducted by the National Testing Agency (India's premiere examination body that conducts national-level exams such as JEE and NEET). The country-wide quiz will be organised in 13 languages for benefit of students studying in regional-medium schools.
- c. State Round: To be conducted by each State/UTs with the support from FIT India Mission amongst Schools qualified after the preliminary round. The detailed process of qualification of the school is described in the annexure. This round will be anchored by a professional quiz master and will be telecast on Fit India Mission social media handles.
- d. **National Round**: Final round in which the winning team of each State/UT will participate and fight for the TOP TITLE of the National Winner of FIT INDIA QUIZ 2022. First Runner Up and Second Runner Up prizes will also be decided. This will be a grand event to be hosted by Fit India Icon.

More details of Fit India Quiz are attached as Annexure.

II It is, therefore, requested that the Principal Secretary/Secretary in charge of the School Education Department of all State/UT Governments may kindly give necessary publicity and share this information with all schools in the state so that maximum students from the State/UTs participate in this unique programme. It is with the support and active participation of all states/UTs that the Fit India Quiz can become a grand success.

III This issues with the approval of the Secretary (Sports), Ministry of Youth Affairs and Sports.

(Ekta Vishnoi)

Mission Director (Fit India)

Encl.: As above

To:

Principal Secretary/Secretary in charge of School Education Department of States/UTs

Copy to:

- Joint Secretary, D/o School Education and Literacy, Ministry of Education, Government of India
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GUIDELINES FOR FIT INDIA QUIZ

Preface

The Fit India Movement was launched by the Hon'ble Prime Minister in August 2019 with a vision of encouraging every Indian citizen to adopt a physically active lifestyle. Ministry of Youth Affairs and Sports (MYAS) is the nodal ministry for implementing the Fit India Movement in coordination with other stakeholders. The aim of Fit India Movement is to encourage the citizens to include physical activity in their daily lives and to showcase the ease of simplicity of doing activities which can make them fit. In a bid to increase awareness about the importance of physical fitness in our daily lives, the Fit India Mission has conceptualised and conducted multiple events and campaigns. Fit India Movement has been able to mark its presence in more than 4 lakhs schools across the country through Annual Fit India School Week Celebrations and Fit India School certifications.

Objective

To further propagate the message of Fit India Movement among the school children and strengthen its presence in schools, a Fit India Quiz has been envisioned to involve school children across the country. Fit India Quiz, while providing a national platform to students to showcase their knowledge about fitness and sports, also endeavours to create awareness among students about India's rich sporting history, including centuries-old indigenous sports, our sporting heroes of the past and how traditional Indian lifestyle activities hold the key to a Fit Life for all.

Structure of Fit India Quiz

The Fit India Quiz is primed to be the first-of-its-kind nation-wide quiz on fitness and sports for school children. The quiz will have representations from every State/UT in the country and will be a mix of online and broadcast rounds. The quiz format has been designed in an inclusive manner wherein school students from across the country will get an opportunity to test their fitness and sports knowledge against their peers. The quiz will be open for students from all age groups, but the questions shall be framed in a way that can be easily answered by students of class 8 and above.

Following table provides the summary of phases/rounds involved in the Fit India Quiz:

Phases/Rounds	Dosagintian
REGISTRATION	• The school to hold the first record of
AND SCHOOL ROUND	 The school to hold the first round of selection of students internally and register the selected students for the Preliminary round.
	 Registration for preliminary round will be open to all schools across India.
	 Schools will be required to register minimum 2 students for the quiz on link available on Fit India website (www.fitindia.gov.in). Schools can register more than 2 students. There is no upper limit for number of students to be registered for Fit India Quiz from a single school.
	 A registration fee for Rs. 50 per student shall be applicable. School to deposit the registration fees for each student at the time of registration.
PRELIMINARY	The registration and payment by the schools shall be done by visiting the registration link provided on the Fit India website Pagintary In the India website Output Description:
ROUND (NTA ROUND)	platform hosted by NTA (National Testing Agency). The quiz questions shall be framed in a way that can be easily answered by students of class 8 and above.
	 Provision will be made to have quiz questions in 13 languages- English, Hindi, Tamil, Malayalam, Telugu, Kannada, Marathi, Gujarati, Odiya, Assamese, Bengali, Punjabi and Urdu. However, in case of any discrepancies or invalidation, questions in English / Hindi language will prevail.
	 The necessary links for accessing the quiz, username, and passwords for nominated individual student will be shared with the school and students before the NTA round.
	• The quiz under NTA round will be of 30 minutes duration and will consist of 60 multiple choice questions (MCQ). Negative marking will be given for incorrect answers (Each correct answer carries 4 marks and for each wrong answer 1 mark will be deducted).
	 The NTA round will be taken by individual student through mobile device with Andorid 5 or above and internet connectivity, using the dedicated mobile application. Evaluation and Results of NTA round
	 The students will be evaluated based on the scores achieved in the NTA round. If more than one student gets the same score, the younger student (age-wise) will rank higher in the merit list. The school whose student is there in the merit list will qualify for the state and the state are also as a score of the score of th
	 the state round. Top ranked 4-32 schools from each State/UT will qualify for the next round as per the following table:

Phases/Rounds		Description	n
	S. No.	Number of Schools participating from State/UT	Number of qualified Schools for State/UT round
	2.	0-500 501-2500	8
	3.	2501-10,000 More than 10,000	16 32
STATE ROUND	school, the his/her so The qualithe respect for the St more than scorers in automatic school in Details of must be ealong with participating schools has State Round Format: It teams), 1-champion. Modalities qualified to These round will be well language (be asked. Total of 36	the next student and school chool qualifying for the state ified school must nominal cive school as quiz part ate Round to form a team one student from the qualithe NTA round, the secondary be a part of the teather State Round. If the student who has been tered in on Fit India with the bank details of the ing in the further rounds, ents appearing in the teather than the further rounds. The reconverge maximum participated will have 4-32 qualified been depending on the number 12 rounds will be held as of the state round shade and will be anchored by a lebcast on social media. Incal as well). Also questions as well, Also questions as well, Also questions as well.	ate an additional student from ner, based on their discretion n of two quizzers. However, alified school is among the to nd student in the merit list wi am representing the qualifie en nominated as quiz partner ebsite by the qualified school the school and the student preliminary round will ge gnition will be given to the
NATIONAL	to the Nati	onai Rouna,	

The questions in the State and National rounds will also include audio-visual and image-based questions to make the quiz interactive and interesting. Preliminary round will also have image-based questions. The Quiz will have questions from multiple themes as outlined below.

- History of Indian Sports, Traditional Sports and Games, Yoga, Personalities etc
- Fitness topics with special emphasis on Indian traditional fitness methods.

Olympics, Commonwealth Games, Asian Games, Khelo India Games and other popular sports. The State and National rounds of the quiz will have innovative concepts such as 'phone a teacher/ parent, Ask an Expert, Flip a Question, Trump Card etc. to make it fun, interactive and engaging for the audience. The quiz will also have multi-formats featuring buzzer rounds and audio/video recognition round, etc.

Prize Structure for Fit India Quiz

The Fit India quiz provides an opportunity for schools and students win cash prizes worth more than Rs 3 Crore. The detailed prize structure for the Fit India Quiz is as below:

	it India Quiz Budget Esti	mate
Prize money to winners		
Particulars	Cash Prize for schools (in INR)	Cash prize for Students* (in INR)
National Champion	25,00,000	2,50,000
1st Runner Up- National Round	15,00,000	1,50,000
2nd Runner Up- National Round	10,00,000	1,00,000
State/UT Champion **	2,50,000	25 000
State/UT 1st Runner Up **	1,00,000	25,000
State/UT 2nd Runner Up**	50,000	10,000
State qualifiers after NTA round***	15,000	2,000
Cash prizes to teachers, principals and parents who will be part of the quiz in various rounds#		9,69,000
Total Prize money		3,25,00,000

It is suggested that the cash prize may be utilized only for the purpose of promotion of sports and fitness.

Tentative Timeline for the Fit India Quiz

^{*}Awarded to team of 2 students

^{**}Awarded to each State/UT

^{***}Awarded to all qualified schools for state round

[#] Subjected to nature of rounds included in the State and National Rounds

S.No.	Activity	Start Date	End Date
1	Launch of Fit India Quiz	Augus	st 29, 2022
2	Registrations	September 3,	October 15, 2022
3	Preliminary or NTA Round (including mock tests conducted by NTA)		to Nov 10, 2022
4	State Round	December 10, 2022	December 31, 2022
5	National Round	2 - 1 - 12 - 12 - 12 - 12 - 12 - 12 - 1	ebruary 2023

Role of Schools

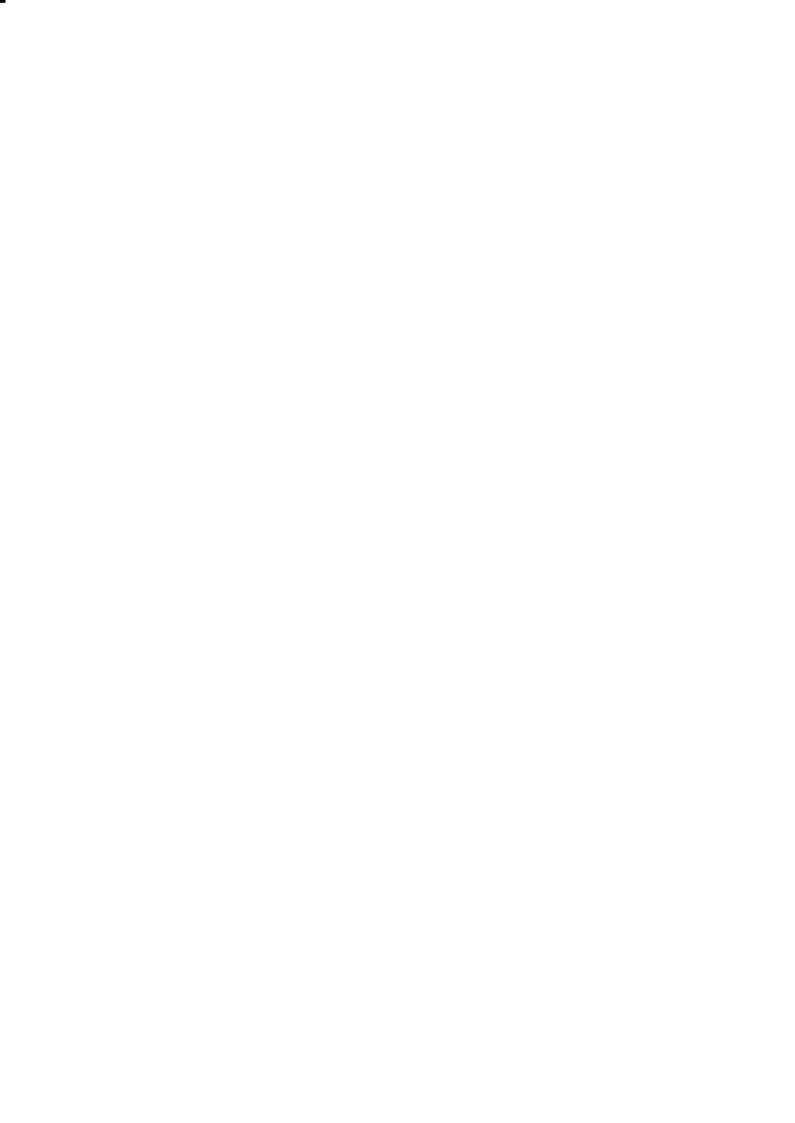
- The schools will be the key drivers for the propagation and promotion of the quiz within their respective schools which shall be essential for the greater success and participation from students.
- The schools will be responsible for registering minimum two students for the quiz on the Fit India website and shall ensure fair selection process being carried out for the identifying the students.
- The schools to pay the require registration fee per student.
- The qualified school must nominate an additional student from the respective school as quiz partner, based on their discretion, for the State Round to form a team of two quizzers.
- The schools to adhere to the guidelines as available on the Fit India website.
- Schools to make necessary arrangements in case of travel etc for the students.

Role of States/UTs

- States/UTs to ensure wide publicity to Fit India Quiz and encourage to the schools to register
 and participate in the Fit India Quiz. The information on Fit India Quiz to be shared with all
 the schools in the state to ensure maximum participation.
- States/UTs to conduct State round in respective states with the support of Fit India Mission and select state/UT champion for National round.
- Event Management agency will be finalised by FIT India Mission.

Role of Fit India Mission

Fit India Mission under Ministry of Youth Affairs and Sports, Government of India shall be the chief benefactor for the Fit India Quiz and shall provide all necessary financial support and guidance to the stakeholders. The Fit India Mission will co-ordinate with the concerned state departments and facilitate in providing guidelines and defining SOPs at various stages of the Fit India Quiz.



Agenda Item No.4

RFP for sponsorship for KIYG & KIUG

The Khelo India scheme has been launched with the twin objectives of mass participation and promotion of excellence in sports. In pursuit of the aforesaid objectives, the scheme inter-alia envisages encouraging private sector participation so as to harness the capability, management and expertise of private sector in strengthening and transforming the sports eco system.

In the context of above, it is to be mentioned that Khelo India scheme aims to make events such as Khelo India Youth Games and Khelo India University Games which comes under Sports Competitions and Talent Development Vertical, a self-sustaining model of excellence.

A proposal for Empanelment of Sponsorship Agencies was placed before 99th meeting of the Finance Committee (as agenda item no.7) to identify agencies who will be responsible for generating sponsorship or organizing events of Khelo India, Fit India, SAI and MYAS. FC vide its minutes dated 06.09.2021 concurred with the proposal and recommended for the approval of the Governing Body (as agenda item no.11). Accordingly, the agenda was placed before the Governing Body in its 55th meeting dated 28.09.2021, wherein the approval to float the RFE for Sponsorship Agencies was approved vide its minutes dated 06.10.2021.

Subsequent to the published Request for Empanelment (RFE), the following 6 agencies were empanelled with following due process

- I. Game Plan Sports Private Limited
- II. ITW Consulting Private Limited
- III. JSW Sports Private Limited
- IV. Lagshya Event IP Private Limited
- V. SFA Sporting Services Private Limited
- VI. Twenty First Century Media Private Limited

The above agenda pertaining to empanelment of above agencies and proposal to float a limited RFP among these agencies was placed before 101st meeting of Finance Committee meeting dated 06.12.2021. Wherein the Finance Committee concurred for empanelling the agencies for a period of 3 years, it also directed SAI to come up with a comprehensive policy document on the subject of obtaining sponsorship and constituted a committee comprising of the following officials to finalize the RFP.

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- 1. JS (Sports), DOS
- 2. Secretary, SAI
- 3. Mission Director (Fit India)
- 4. Director (MDSD), DOS

The RFP finalized by the committee was placed before 103rd meeting of the Finance Committee dated 16.02.2022 which concurred with the proposal and subsequently the RFP was revised post a pre bid meeting and the same along with the corrigendum was also placed before 104th meeting of the Finance Committee dated 17.03.2022 which noted the same (final RFP at **Annexure A** and corrigendum at **Annexure B**).

However, it is mentioned that as the proposal received in response to the RFP did not realise the full potential of Khelo India Games hence it was decided with the approval of the Chairman, Governing Bodyto cancel the RFP. Subsequently, a revised mechanism was drafted through

which the sponsorship categories of "Title Sponsor, powered by, Co – Powered by" among others were explored. Accordingly, an Expression of Interest was floated and in response to the EOI, four responses were received out of which three sponsors namely State Bank of India (SBI), Dream Sports and Punjab National Bank (PNB) were finalized for Khelo India Youth Games 2021. The revised mechanism was also placed before the 106th meeting of the Finance Committee dated 27.06.2022 which noted the same.

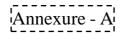
It is pertinent to note that the above matter of cancellation of the RFP and revised mechanism were placedbefore the 56th meeting of the Governing body dated 19.10.2022 which ratified the same. It is proposed that for the upcoming editions of the Khelo India Youth Games an RFP prepared (**Annexure C**) on the similar line as the earlier RFP finalized by the committee and concurred by the Finance Committee with following modifications deemed necessary to realize the complete potential of the games and generate maximum sponsorship may be floated among the empanelled agencies. It is proposed that an RFP prepared on similar lines may also be floated for Khelo India University Games as well.

Modification made to the RFP as mentioned below:

S. No	Subject	Remarks		
5110	Susject	Incorporated at	Para 1.10.	
1.	Sponsorship Tenure	For achieving greater efficiency and value, it has been decided to standardize the Sponsorship and Media and Broadcasting rights and issue RFP for both of them, for a period of five (5) years. Therefore, the bid is being sought for a period of 5 years instead of the earlier 1-year time period. This would enable greater revenue flow as well as garner excellent viewership and goodwill to the sponsors.		
		Incorporated a	at Annexure II, Point H	
2.	Payment Terms	 For first Edition, 50% of the quoted sponsorship rights fee atthe time of signing of the License Agreement, and the balance 50% one-month prior to the commencement of the first Edition; and For subsequent Editions 50% of the quoted sponsorship rights fee two months prior to the scheduled date of Event and 50% one-month prior to the commencement of the subsequent Editions. 		
		Incorporated at Annexure II, Point D - Scope of Services, 7 th point		
3.	Space for undertaking promotions.	Space for undertaking promotions will be provided fre cost atone main venue each in a maximum of three (3) cities (to be decided through mutual discussion between sponsorer, SAI and host state. The final discretion in regard shall lie with SAI and the Host State) as per following scale:-		m of three (3) host ussion between the l discretion in this
		S. No	Category of Sponsor	Marketing Rights

		1	Principal Sponsor	Area / Pagoda / Tent 30 x 30
S. No	Subject	Remarks		
				sqft
		2	Powered by	20 x 20
			Sponsor	sqft
		3	Co – Powered by	15 x 15
			Sponsor	sqft
		venue may be proposal by the	for undertaking promotions allowed post approval of a Host State and Sponsor ommencement of the even	SAI, in case a joint is received at least
	Access to winning athletes	1	Annexure II, Point C – S	
4.	forsponsors for promotional activities – value addition to the sponsors			

Concurrence of the Finance Committee is solicited for floating of RFP for Sponsorship.



Ref. No. 01-23002(01)/4/2022-HO - Khelo India Division

REQUEST FOR PROPOSAL (LIMITED)

HIRING OF SPONSORSHIP AGENCY

FOR

KHELO INDIA YOUTH GAMES 2022

Date of Release:18-02-2002

SPORTS AUTHORITY OF INDIA (SAI)

1st Floor, SAI, HQ, JLN Stadium, Entry no 10, Lodhi Road, New Delhi

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DISCLAIMER

- 1. The information contained in this Request for Proposal Document (hereinafter known as "RFP Document") or subsequently provided to Bidder/s in documentary form by or on behalf of Sports Authority of India ("SAI") or any of their representatives, employees or advisors (collectively referred to as "Representatives"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
- 2. This RFP Document is not an agreement and is not an offer or invitation by SAI and/or its Representative(s) to any party other than the entities, who are qualified to submit their Proposal ("Bid"). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI and/or its Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
- 3. SAI and/or its Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
- 4. SAI and/or its Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

KHELO INDIA YOUTH GAMES 2022

1. INTRODUCTION

Khelo India programme aims at strengthening the entire sports ecosystem to promote the twin objectives of mass participation and promotion of excellence in sports. It has been introduced to revive the sports culture in India at the grass-root level by building a framework for all sports played in our country and establish India as a great sporting nation. Khelo India Games is declared as an 'Event of National importance' as on 2nd Jan, 2020 as per sub-section (I) of section 2 of the Sports Broadcasting Signals Act, 2007.

Annual Sports Competitions Vertical of Khelo India Scheme

Under this vertical, First edition of Khelo India School Games (KISG 2018) were successfully conducted from 31st January to 8th February 2018 in New Delhi with participation of 3507 athletes, 578 Technical Officials, 1453 support staff and 868 Volunteers. The opening ceremony of the games was graced by Hon'ble Prime Minister of India Sh. Narendra Modi.

The Second edition of Khelo India Youth Games, Maharashtra (KIYG 2019) were successfully conducted in Pune from 9th January to 20th January, 2019 with participation of 5925 athletes, 1096 support staff, 893 Technical Officials and 1021 Volunteers. The grand opening ceremony of the Games was graced by Hon'ble Chief Minister of Maharashtra and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.

The Third Edition of 'Khelo India Youth Games, Assam' (KIYG 2020) was successfully conducted in Guwahati, Assam from 10th Jan. to 22nd Jan. 2020 in 20 Sports disciplines with participation of 6130 athletes, 1504 support staff, 1074 Technical Officials and 1716 Volunteers (369 Sports Specific Volunteers (SSVs) plus 1347 General Volunteers (GVs), 20 Competition Managers. The grand opening ceremony of the Games was graced by Hon'ble Chief Minister of Assam and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.

The First edition of 'Khelo India University Games, Odisha' (KIUG 2020) was successfully conducted in Bhubaneswar & Cuttack, Odisha from 22nd February to 01st March, 2020 in 17 (seventeen) sports disciplines with participation of 3182 athletes, 725 support staff, 740 Technical Officials, 158 Contingent managers, 1076 Volunteers, 17 Competition Managers. The grand opening ceremony of the Games was graced by Hon'ble Prime Minister of India (joined through VC), Hon'ble Chief Minister of Odisha and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.

Khelo India & Corporate Sponsorship

With sports being an extremely important component for development in India, Khelo India aims to create the Khelo India Youth Games and Khelo India University Games a self-sustaining model of excellence. A step ahead to this long-term aim can be achieved with the continuous support from corporate and businesses. Corporate and businesses can extend their contribution in the form of sponsorship for the Khelo India Games. Corporate sponsorship is a great source and the most lucrative form to add additional revenues for the conduct of these games which will lead to development of the sports culture in India.

With the objective of sponsorship being a win-win and work-work, it can also help companies and businesses reach target audience / customer group with additional benefits of garnering goodwill to their brand names. It provides a competitive edge that goes beyond product and price. Both Khelo India and the sponsor can benefit from the partnership with success depending on both working together to ensure each other's success.

Benefits of Sponsorship

The range of events and entities that businesses sponsor is broad. They tend to sponsor from school games and leagues to the Olympics. Over the last four years, Khelo India has established a widespread visibility in variety of sporting ways and through the Khelo India Games which is evolving with every edition.

Sponsorship towards the Khelo India Games can provide the company and business become a part of the event and entity name. Businesses can also establish long-running associations with the Khelo India

Games, serving as sponsor for years so that their connection becomes firmly established in the public perception. This in turn can help them elevate their brand image within and outside of their existing customers.

With additional financial security through potential sponsors, SAI can take the Khelo India Games to an elevated level. It can make the event become stronger providing more resources which can further add more credibility to the mission and vision envisaged during the implementation of the games.

2. BID SCHEDULE

The Bid Schedule is as follows:

Date of Release	18.02.2022
Last date for queries /clarifications	22.02.2022
Date Pre-Bid Conference (Video Conference)	22.02.2022, 11:30 hrs.
	https://us02web.zoom.us/j/82632639250?pwd=VXZv
	ckpWenVLallYcWdSUm5HWTlHZz09
	Meeting ID: 826 3263 9250
	Passcode: 1234
Bid Submission start date	24.02.2022
Bid submission end date and time	01.03.2022, 16:00 hrs
Opening of Bid	02.03.2022, 16:30 hrs

SAI reserves the right to vary or discontinue the process or any part thereof at its absolute discretion at any point of time

3. ELIGIBILITY CRITERIA

This is a limited RFP floated for the participation of following Sponsorship Agencies that have been Empanelled by SAI vide RFE No. 01-23003(02)/3/2021-HO - Khelo India Division published on 14.10.2021:

- i. Gameplan Sports Private Limited
- ii. ITW Consulting Private Limited
- iii. JSW Sports Private Limited
- iv. Lagshya Event IP Private Limited
- v. SFA Sporting Services Private Limited
- vi. Twenty First Century Media Private Limited

Note :- All the empanelled agencies are expected to participate in the bid, failing which suitable action may be taken.

4. BID SECURITY /EARNEST MONEY DEPOSIT (EMD)

- 4.1 The Bidder shall furnish along with its Bid, Bid Security for an amount of 3,50,000/- (INR Three Lakhs Fifty Thousand Only) only.
- 4.2 The Bid Security is required to protect SAI against the risk of the Bidder's unwarranted conduct as amplified under subsequent sections below. Non-submission of bid security will be considered as major deviation. Bid for the project without Bid Security will not be considered.
- 4.3 Bid security must be submitted to SAI before bid submission end date and time as mentioned in the Bid Schedule above.
- 4.4 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of Bid Security, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate along with all other relevant documents. If no such notification or Registration Certificate along with relevant documents is furnished along with the bid, bid shall be treated as un-responsive and shall be summarily ignored without any further reference.
- 4.5 The Bid Security shall be furnished in one of the following forms:
 - a. Account Payee Demand Draft
 - b. Banker's cheque
 - c. Fixed Deposit (FDR)
 - d. Bank Guarantee from any of the Commercial Banks
 - e. Insurance Surety Bonds(OM No. F.1/1/2022- PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022)
 - f. Any online acceptable method (NEFT/RTGS) as per the following details (the bidder has to submit a copy of UTR No. in case the transaction is done by this method);

A/C NAME : KHELO INDIA A/C NO. : 108510100037232 BANK NAME : ANDHRA BANK

BANK BRANCH: J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI

BRANCH CODE: 1085 IFSC CODE: UBIN0810851

- 4.6 Demand Draft/Bankers Cheque/FDR/BG from scheduled commercial bank drawn in favour of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi are deposited in the office of KHELO INDIA, Room No. 5, 1st Floor, Ramp No 5, JLN Stadium, Lodhi Road on or before scheduled date given in this RFP.
- 4.7 The Bid Security shall be valid for a period of 45 days (forty-five days) days beyond the validity period of the Bid. As validity period of Bid as per clause 5 of this RFP is 75 days, the Bid Security shall be valid for 120 days from the date of opening of Technical Bid.
- 4.8 Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of Security Deposit from that Bidder.
- 4.9 The EMD can be forfeited if an agency:
 - a. Withdraws or amends or impairs or derogates its bid during the period of bid validity.
 - b. Fails to accept orders issued in its favour for execution, and / or violates the terms and conditions of the contract after submission of the bid.
 - c. Successfully gets qualified, but fails to sign the contract within the stipulated time.
 - d. Without prejudice to other rights of SAI, if it fails to furnish the required Performance Security within the specified period.

5. BID VALIDITY

- 5.1 The Bid shall remain valid for acceptance for a period of 75 days (seventy five) days 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.
- 5.2 In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
- 5.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

6. SIGNING OF BID

- 6.1 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duty authorized (as mentioned in RFE for Empanelment of Event Management Agencies) to bind the Bidder to the contract.
- 6.2 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting.

7. CLARIFICATION OF BID

- 7.1 Bidders requiring any clarification or elucidation on any issue in respect of theRFPmay take up the same with Dy. Director, KI at procurement.kheloindia@gmail.com. SAI will respond through mail to such request provided the same is received by SAI as per the Bid Schedule. No query/clarifications will be considered after prescribed date and time.
- 7.2 Any clarification issued by SAI in response to query(ies) raised by the prospective bidders shall form an integral part of RFP and it may amount to an amendment of the relevant clauses(s) of the RFP.

8. INSTRUCTIONS TO APPLICANTS

8.1 Number of Proposals and respondents

- The RFP is non-transferable, and Proposals shall be submitted only by the respective Applicants to whom the RFP has been issued by Authority.
- Sub-contracting is not allowed under this RFP.

8.2 Proposal preparation cost

- The Applicants shall bear all costs associated with the preparation and submission of the Proposal.
 SAI will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- All papers submitted with the Proposal are neither returnable nor claimable.

8.3 Right to accept and reject any or all the Proposals

Notwithstanding anything contained in this RFP, SAI reserves the right to accept or reject any
 Proposal and to annul the bidding process and reject all the Proposals, at any time without any

liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

- SAI reserves the right to reject any Proposal if:
 - At any time, a material misrepresentation is made or discovered, or
 - The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

8.4 Amendment of the RFP

- At any time prior to the Proposal Due Date, the SAI, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website http://eprocure.gov.in/eprocure/app through a corrigendum and form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the above-mentioned website from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the SAI shall not be responsible for it.
- In order to provide the Applicants a reasonable time to examine the addendum, or for any other reason, SAI may, at its own discretion, extend the Proposal Due Date.

8.5 Data identification and collection

- It is desirable that the Applicants submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
- It would be deemed that by submitting the Proposal, the Applicant has:
 - Made a complete and careful examination and accepted the RFP in totality;
 - Received all relevant information requested from SAI and:
 - Made a complete and careful examination of the various aspects of the Scope of Work.
- SAI shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

Preparation and submission of Proposals

8.6 Language and currency

- The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicants with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

8.7 **Format** and signing of Proposals

- The Applicants shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
- Applicants should provide all the information as per the RFP and in the specified formats. SAI reserves the right to reject any Proposal that is not in the specified formats.
- In case the Applicants intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

8.8 **Submission** of e-bid/Proposal

- The bid submission module of e-procurement website http://eprocure.gov.in/eprocure/appenables the Applicants to submit the Proposal online in response to this RFP published by the SAI. Submission can be done till the Proposal Due Date specified in the RFP. Applicants should start the process well in advance so that they can submit their Proposal in time. The Applicant should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Applicants cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.
- The Applicants have to follow the following instructions for submission:
 - o For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website http://eprocure.gov.in/eprocure/app.
 - O In addition to the normal registration, the Applicant has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant should fist log on to the e- tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
 - For successful registration of DSC e-procurement on website 0 http://eprocure.gov.in/eprocure/appthe Applicant must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website http://eprocure.gov.in/eprocure/appis presently accepting DSC issued by these authorities only. The Applicant can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. SAI shall not be held responsible if the Applicant fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
 - The Applicant can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Applicant intends to e-bid/Proposal, from "My tenders" folder, the Applicant can place his/her

e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Applicant should download the RFP document including financial format and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP document in the PDF format.

- After clicking the 'pay offline' option, the Applicant will be redirected to terms and conditions page. The Applicant should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Feedetails form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- Before uploading, the Applicant has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Applicant should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Applicant's computer.
- The Applicant should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Applicant and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Applicant can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- Fit India Mission reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

8.9 **Deadline** for submission

• E-bid/Proposal (technical and financial) must be submitted by the Applicant at e-procurement website http://eprocure.gov.in/eprocure/app no later than the time specified on the Proposal Due Date. SAI may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the SAI and Applicants previously subject to the deadline will thereafter be subject to the deadline, as extended.

8.10 **Late** submission

• The server time indicated in the bid management window on the e- procurement website http://eprocure.gov.in/eprocure/appwill be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Applicant cannot submit his/her e-

bid/Proposal. Applicant has to start the bid submission well in advance so that the submission process passes off smoothly. The Applicant will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

8.11 Withdrawal and resubmission of Proposal

- At any point of time, an Applicant can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Applicant should first log in using his/her login ID and and subsequently by his/her DSC on the password e-procurement website http://eprocure.gov.in/eprocure/app. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Applicant has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Applicant also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Applicant has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
- No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Applicant's forfeited of his/her e-bid/Proposal security.
- The Applicant can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. For resubmission, the Applicant should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement websitehttp://eprocure.gov.in/eprocure/app. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
- The Applicant can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
- No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

8.12 Selection of **the** Agency

• From the time the Proposals are opened to the time the contract is awarded, if any Applicant wishes to contact the SAI, on any matter related to their Proposal it should do so in writing. Any effort by the Applicants to influence any officer or bearer of the SAI in the Proposal evaluation or contract award decisions may result in the rejection of the Applicant's Proposal.

8.13 Opening of Proposals

• SAI will open all technical e-bids/Proposals, in the presence of Applicant's representatives who choose to attend on the prescribed date of opening at the SAI office.

- The Applicant's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the SAI, the e-bids shall be opened at the appointed time and place on the next working day.
- The Applicants names and the presence or absence of requisite e-bid/Proposal security and such
 other details as the SAI at its discretion may consider appropriate, will be announced at the
 opening. The names of such Applicants not meeting the technical specifications and qualification
 requirement shall be notified subsequently.

9. RIGHT TO VARY SCOPE OF WORK

9.1 SAI may at any time at the time of RFP process or even after award of the contract, by a written order given to the bidder, make changes within the general scope of the Work. The Bid shall accordingly be amended.

10. AWARD OF CONTRACT

- 10.1 SAI reserves the right to accept/reject a bid, to cancel/abort the RFP process and/or reject all bids at any time prior to award of contract, without thereby incurring any liability to the empanelled agencies on the grounds of such actions taken by SAI.
- 10.2 SAI shall award Contract to the highest quoting bidder as defined clause I of Annexure II.

11. PERFORMANCE SECURITY

- 11.1 For Sponsors: Not Applicable
- 11.2 **For Agency:** 3% of the calculated sponsorship value to be paid against the sponsorship value to be submitted within 15 days of finalisation of Sponsor in each category.
- of the sponsorship value. Performance Security will be in the form of Insurance Surety Bonds (OM No. F.1/1/2022- PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022), Bank Guarantee (BG) of any Commercial Bank drawn in the name of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi to be deposited in the office of Khelo India Secretariat, Ramp 5, North Block, JLN Stadium, Lodhi Road, New Delhi 110003.
- 11.4 SAI will have the right to invoke the Performance Security without assigning any reasons if the selected Agency defaults or deemed to have defaulted or in case the proposed sponsor withdraws and/or default in any terms of the tender documents and empanelment may be cancelled.
- 11.5 Successful Agency shall be required to give Performance Security within 14 days of issuance of Notification of Award by SAI. In the event of default in submission of PBG within the stipulated time, the Agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the "committed sponsorship value" per day of delay subject to a maximum delay of 7 (seven) days. If delay continues beyond 7 (seven) days, SAI shall have the right to cancel empanelment with the right to other legal remedies that may be available under law.
- 11.6 The Performance Security shall be immediately replenished by the Bidder in the event PBG is invoked by SAI.
- 11.7 The Performance Security should remain valid for an additional period of 30(thirty) days beyond the timelines mentioned in the "Letter of Award". For example, if the timelines mentioned to submit the sponsorship amount is 10 days, the PBG shall be valid till 10 days + 30days from the date of project initiation.

12. INTELLECTUAL PROPERTY

The Sponsorship Agency must ensure that all intellectual property including but not limited to SAI/ Khelo India/ Fit India logo, creatives any work, brand name, trade name, service mark, trademark etc., related to SAI/ Khelo India/ Fit India shall belong to SAI. In no event, the Agency shall, either directly or indirectly, register, file or attempt to register or file any intellectual property in its own name.

The Agency shall be solely responsible for any violation or infringement of any trademark, trade name, copyright, patent of any person, firm or company, personal right of privacy, religious beliefs and/or any other right of any other person including for adherence of regulations, administrative and judicial orders etc.

All exploitation rights including without limitation promotion / sponsorships / distribution / marketing / telecast etc. shall vest with SAI and the Agency, without pre-approval of SAI, shall not have any right to sell/market the said event to any party.

The relationship between the parties hereto shall be on a Principal to Principal basis and shall not be deemed to be a joint venture, partnership or agency of any nature whatsoever between them.

Agency undertakes and confirms that it shall comply with all requisites, laws and regulations, necessary insurances, that are required to be complied with for conducting the event and the creation, as well as exclusive assignment of all rights in favour of SAI, Agency shall keep SAI indemnified and hold SAI harmless from any and all claims including claims for infringement, losses, demands, damages, costs, charges, expenses that may prejudice SAI's interests and benefits, in any way whatsoever.

SAI shall not be responsible in any way for any unfulfilled obligations and/or liabilities of Agency its Affiliates/Associations etc. and/or its agents towards any person, party, company, organization in connection with pending obligations, the finance, employment of other contractual and non-contractual.

Agreements/arrangements of whatsoever nature, whether or not in relation to the event and Agency shall continue to be solely responsible for the same

13. PENALTY CLAUSE

- 13.1 No commission shall be paid to the Agency in case the contractual obligation is not fulfilled or the sponsorship value is not realized for any reason.
- 13.2 If the agency fails to submit the 90% of the sponsorship fee within the stipulated 7 days after signing of agreement, a penalty of 0.25% per day will be levied on the 90% of the sponsorship value upto a period of 7 days. After the expiry of 14 days from the date of agreement, if the remaining sponsorship fees is not paid, the sponsorship rights will be withdrawn as per the terms and conditions of the agreement.
- SAI is entitled to forfeit the Performance Security submitted by the agency in case the sponsor backs out or fails to make payment in accordance with the schedule mentioned in this RFP.

- 13.4 Furthermore, any failure of the agency in fulfilling its contractual obligations may render it liable for termination of empanelment.
- 13.5 In case the event is , terminated or postponed, SAI shall be entitled to seek immediate refund of the commission paid to the agency in accordance with Clause J of the Terms of Reference. For sake of clarity, if money is returned to sponsors in event of cancellation, termination or postponement of the Games, the commission amount paid to sponsorship agency shall also be returned to SAI.
- 13.6 SAI shall be entitled to terminate this contract immediately upon a written notice, in case the Agency is in material breach and/or fail to fulfill its obligations as promised under this agreement provided Agency fails to remedy such breach within 5 days upon notification of the breach.
- 13.7 Any dispute or difference arising between Agency and SAI shall be mutually resolved through amicable discussions failing which a sole arbitrator as mutually appointed by both the parties, arbitration proceedings would be held under the provisions of Arbitration and Conciliation Act, 1996 as amended. The procedure and fee of the Arbitrator shall be in accordance with prevailing policies and procedures of SAI. Any dispute/differences not being the subject matter of such arbitration shall be subject to the jurisdiction of the Courts of Law at Delhi only, as per governing laws.

Annexure I | COMMERCIAL BID FORMAT

The empanelled Sponsorship Agencies are advised to submit their proposal in provided format on CPP Portal before due date as per Bid Schedule.

To,

Director, KI Khelo India Secretariat, JLN Stadium Complex, Lodhi Road, New Delhi - 110003

Sub: Commitment letter regarding Sponsorships for Khelo India Youth Games 2022.

S. No.	Product	Name of	Amount Committed in INR	
	Category	Sponsor	In figures	In words
Presenting				
Sponsor				
Co-				
Presenting				
Sponsor				
Associate				
Sponsor				

Note:

Date:

- a. Account Details for the money to be deposited for sponsorship shall be intimated later."
- b. No conditions should be attached to the proposal.
- c. The amount should be quoted in both figure and words. In case of discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words shall be considered as final price.
- d. If any bidder does not quote for all the three categories of the sponsorship, the bid will still be treated as responsive.

	bid will still be treated as re	esponsive.	
Signat	ure of the Agency:		
Ŭ	o ,		
Addre	SS:		

Annexure II | TERMS OF REFERENCE

A. EXCLUSIVE RIGHTS OF OFFICIAL MEDIA PARTNER OF KIYG

Official Media Partner of KIYG has already been finalized and is with star sports. The official Media Partner of KIYG has exclusive media rights globally for KIYG. There are certain rights of Media Partner which are not available for commercial exploitation. Such Media rights includes:

- Right of production of feed.
- Right of broadcast on live and delayed basis, the unlimited duration of the event by means of television and digital transmission.
- Right to commercially exploit all on-air inventory including the right to appoint broadcast sponsors (not on ground sponsors).
- Right of access to players before and after each match/event for the purpose of creating film/audio visuals/ clips or any other form of promotional activity with respect to the event depending on the availability of the player.
- Right to photograph and recording the players as well as their performance during the event, any period ancillary including training and press conferences.
- Right to use such images/audio visuals for the purposes of posters/flyers/promotion or any other advertisement rests exclusively with star India.
- Right to use all recorded information related to the event including all fixture lists, scores and statistical information.
- Right to transmit the event on replay, deferred/delayed basis(in full or in part)via television and digital transmission.
- Right to transmit clip and highlights related to the event by television/digital transmission.
- Right to transmit any audio visual related to the event with interactivity functionality providing enhanced user viewing experience to a person including voting, switching between feeds, participation in contests, quiz etc
- Right to provide services enabling viewers the access on demand/data or information regarding any game or series of games or the team or the players participating in the event as well as to place orders or carry out any revenue generating activity.
- Right to create or monetize any electronic games, interactive media, quiz, competition based on KIYG
- Fixed media rights which includes coverage transmission on home video, DVD, laser disc, VCD or any other fixed electronic storage.
- Right of transmission of audio visuals of the event via any existing or new platforms at theatres, stadiums, parks, hospitals, govt buildings etc.

- Radio rights with respect to audio only coverage of the event.
- Right to use audio visuals of any previous school/ district/state/national events organized by SAI to market the event.
- Right to transmit the coverage of the event in virtual reality format and create text commentary and other editorial descriptions of the event.
- Right to non-game content rights including any behind the scenes coverage, interview with players, support staff and organizers.
- Right of any game, competition, application or any other activation using the branding of the event directly or indirectly which can be exploited via mobile or internet technology
- Right to transmit coverage of the event(live/deferred/delayed) in full or in part in trains or other forms of transport
- Right to use KIYG marks and logos in relation to the conferred rights as well as the right to promote its services and itself as the official media partner of KIYG.

B. OBLIGATIONS OF OFFICIAL MEDIA PARTNER OF KIYG

- The Media Partner (Star Sports) shall mandatory broadcast the event on its top channels on Television and Digital Platforms for 7 (seven) hours per day out of which minimum of five hours will be live.
- A dynamic logo (comprising of the KIYG logo along with presenting sponsor and the event co presenter logo units) will be inserted at the top left corner of broadcast feed by Media Partner (this is subject to approval from SAI)
- The broadcast feed by the media partner would also be transmitted to Prasar Bharti for transmission on its non pay television platforms including DD Free dish.
- The official media partner has the right to appoint broadcast sponsor with respect to
 primary product category of the event sponsor. However such right shall first be
 offered to event sponsor. In case of denial by the event sponsor, Media Partner has
 the liberty to appoint the broadcast sponsor including any person who is competitor
 of the event sponsor.
- The media partner will produce highlights in atleast 3 languages and broadcast the same on language specific channels and on the digital platform

C. SPONSORSHIP CATEGORIES

The proposed sponsorship categories are as follows:

- a) Presenting Sponsor
- b) Co Presenting Sponsor
- c) Associate Sponsor

D. SCOPE OF SERVICES

- Primary role of Sponsorship Agency is to procure sponsorship for the Khelo India Events and identify Event Sponsors for given categories.
- Further, the Sponsorship Agency shall also ensure that the committed amount is transferred in accordance with the schedule as defined in this RFP.
- SAI has the exclusive right to appoint event sponsors as well as to transmit non live coverage of KIYG and highlights on the official website for a maximum of 10 minutes per day of the event on a non-exclusive basis for exploitation on a noncommercial basis. Such clips can also be used by SAI on its social media platform or any other account created for the purposes of the event. Further, SAI has the right to transmit archive content on its official website for exploitation on a noncommercial basis.
- Partners could use their brand activation strategies /techniques prior to the commencement of the event. However, such strategies has to be first aligned with the efforts and scheme of Khelo India and communicated in writing. Prior approval of SAI shall be obtained before commencement of any marketing or activation activitybefore the event is started.
- On ground sponsors could be permitted for conducting any activity outside FOP and
 within the premises of the event for the purposes of any brand advertisement or
 promotion. However, if the brand sponsor decides to circulate digitally such
 ad/promotions or any other clip related thereto, the same shall exclude the use of
 KIYG logo or any other composite logo created for the purposes of the event. Prior
 approval of SAI shall be obtained before commencement of any marketing or
 activation activity to be undertaken during or after the event.
- Any covert or overt form of expression/ exaggeration/ leverage using KIYG text/logo/verbal indication must be sought by SAI in writing and has to be decided in consultation with SAI.
- In order to avoid any miscommunication/conflict of interest, anyform of communication among different stakeholders of KIYG (i.e. Media Partner, Event Sponsors, Empanelled Agencies, Event Organizers etc.) shalltake place only through SAI.

E. RIGHTSOFFERED TO DIFFERENT SPONSORS

The following rights shall be made available and divided among various sponsors in proportion to the amount committed by them:

S. No.	Rights offered	Presenting Sponsor	Co-Presenting Sponsor	Associate Sponsor
1	Logo Placement on bottom panel of venue branding collaterals	Main Arch gate, Drop Downs, Pole/pillar	Drop Downs, Pole/pillar branding, Standees,	Drop Downs, Pole/pillar branding, Standees,
		branding, Standees, Flex banners, wall branding, and on all Games' collaterals – booklets& schedules.	Flex banners, wall branding, and on all Games' collaterals – booklets& schedules.	Flex banners&wall branding.

		I	I	
2	FOP branding	20%	10%	5%
	static boards Standard perimeter			
	boards with size 8 feet x 2.5 feet			
3	Inclusion in press conference on	Yes	Yes	No
	mutually agreeable terms			
	macadily agreeable terms			
4	·	Yes	Yes	Yes
	as partners			
5	VVIP hospitality passes for each day	30	20	10
	Event			
6	VVIPs passes for opening and closing	20	10	05
0	ceremonies	20	10	03
	ceremonies			
7	Product display at FOP (subject to	Yes	Yes	No
	approval of GTCC) and VVIP lounge	(FOP & VVIP lounge)	(VVIP Lounge)	
8	Rights to display product / service at	Yes	Yes	Yes
	venue (other than FOP and VVIP			
	Lounge) with the prior alignment of			
	Khelo India Sectt. as for the type of			
	product and its placement &			
	exposure levels			
	Accord distribution because on an	0	4	2
9	Award distribution by sponsors	8	4	2
10	Official Sports Kit	100 Kits	50 Kits	15 Kits
11	On-ground activation	Yes	Yes	Yes
12	Most 9 Creet at Opening Coromony	Voc	Voc	Yes
12	Meet & Greet at Opening Ceremony	res	Yes	res
13	Presence on Games website	Yes	Yes	Yes
14	customized social media posts per	10	8	6
	brand pre and during the games			
4.5	Dialata ta un dante la allatat	V	Vaa	Vac
15	Rights to undertake a joint	Yes	Yes	Yes
	consumer contest with Khelo India			
	(subject to approvals from SAI)			
16	Logo on apparel/kit of the players	Yes	Yes	No
	(as per Annexure III)			
L		1		1

F. RESTRICTED PRODUCT CATEGORIES

The following product categories shall be restricted for any kind of association with KIYG:

- 1. Tobacco Products
- 2. Weapons and Explosives
- 3. Derogatory Personal, Political, and Religious Content
- 4. Spy Cams and Surveillance Equipment
- 5. Counterfeit Goods
- 6. Fake Documents
- 7. Adult Products and Services
- 8. Penny Auctions
- 9. Alcohol
- 10. Body Parts
- 11. Cannabis
- 12. Dating
- 13. Drug Tests and Exam-Taking Services
- 14. Fake Followers Services
- 15. Gambling
- 16. Hacking and Surveillance
- 17. Illegal Automobile Modification Products

- 18. Lottery
- 19. Multi-Level Marketing
- 20. Over-the-Counter Drugs
- 21. Payday and Short-Term Loans
- 22. Personal Loans
- 23. Online Pharmacies
- 24. Politics
- 25. Recreational Drugs
- 26. Prescription Drugs
- 27. Rehab
- 28. Reproductive Health
- 29. Spyware and Malware
- 30. Subscription Services
- 31. Unauthorized Set-Top Boxes
- 32. Unsafe Supplements
- 33. Binary Options
- 34. Any other category that MYAS/SAI on its sole discretion feels inappropriate to be included as Sponsor

G. MINIMUMSPONSORSHIP FEE FOR DIFFERENT CATEGORIES OF SPONSORS

The minimum bid (offer submitted by bidders) shall not be less than the amount given in the following table:

S. No	Sponsorship Category	Minimum Amount
1	Presenting Sponsor	INR 1.00 Crores
2	Co – Presenting Sponsor	INR 0.50 Crores
3	Associate Sponsor	INR 0.25 Crores

H. TERM OF SPONSORSHIP

The maximum tenure of Sponsorship rights shall only be for the upcoming edition scheduled to be held in Haryana.

I. SELECTION PROCEDURE

The sponsorship value for KIYG 2022 edition shall be the basis of selection of Agency. All the bidders shall submit their offers as per the commercial bid format. After opening of commercial bids, highest offers in each category in terms of value shall be selected and awarded the bid. However, in case, the highest bidder for category 2 or 3 is more than the category 1, then the rights of category 1 will be conferred to category 2 or 3, considering the highest quoted amount. Second highest amount offered in any category shall be given preference in category 2. In case, that bidder refuses for category 2 rights, then the next highest shall be offered category 2 rights and so on.

In case of tie between the bidders, meaning thereby two or more bidders emerging as H1 in any category, equal opportunity shall be extended to the respective bidders and they will be called for upward negotiations. Any bidder whoever is offering higher value than others shall be awarded the bid. In case the negotiations fail, the decision shall be finalised through draw of lots done in presence of bidders as well as third party observers.

In case of less than three bids are received of value more than prescribed value in this RFP, SAI shall have the right to consider the bidder offering the next highest value.

<u>Note</u>:- If the empanelled agency and the bid winner is same, then there should be no commission given to the agency. If the bid winner is a separate legal entity, then the commission will be given.

J. PAYMENT OF COMMISION TO AGENCY

The agency will be paid commission on reaching desired targets as per the following: A) For Sponsors

Target Amount	Commission offered
1 Crore to 1.50 Crore	5% of realized amount=A
More than 1.50 Crores but less than 3.00 crores	A+ 10% of realized
	amount in this slab=B
More than 3.00 Crores	B + 15% of realized
	amount

B) For Co-sponsors

Target Amount	Commission offered
50 Lakhs to 1 Crore	5% of realized amount=A
More than 1 Crore but less than3 Crores	A + 10% of realized amount in this slab=B
More than 3.00 Crores	B + 15% of realized amount

C) For Associate sponsors

Target Amount	Commission offered
25 Lakhs to 1 Crore	5% of realized amount=A
More than 1.00 Crores but less than 1.50 Crore	A + 10% of realized amount realised in this slab = B
More than 1.50 Crores	B + 15% of realized amount

- a. Taxes/TDS shall be deducted as per the rules of Govt. of India.
- b. The commission pay-out shall be made within three weeks upon realisation of the fees for each edition.

K. PAYMENT OF SPONSORSHIP FEE

After a Sponsor is finalised, the Non-refundable Sponsorship fee shall be paid in following manner:

- a. An agreement shall be signed between SAI and the Agency.
- b. The Agency shall initially deposit 10% of the committed amount before the signing of the agreement and the remaining amount may be deposited within 7 days of the signing of agreement or 21 days before the event which ever is earlier

Note: Once the bid is accepted by SAI, the respective agency shall be responsible for payment of Sponsorship amount to SAI and shall have to pay the committed amount irrespective of the its further realization from sponsors.

Annexure III LOGO Placement



<u>For Presenting Sponsors-</u> The logo shall be placed on the Chest and Back of the athlete jersey/ apparel as Length 3 inches and Width 6 inches.

<u>For Co Presenting Sponsor</u> - The logo shall be placed on one side the sleeve of the athlete jersey/ apparel as Length 1.5 inches and Width 3 inches.

Note – The logos of sponsors shall be placed only on playing kits.

Annexure - B

CORRIGENDUM NO 1

Dare 25.02.2022

REQUEST FOR PROPOSAL (LIMITED) HIRING OF SPONSORSHIP AGENCY FOR KHELO INDIA YOUTH GAMES 2022

The Competent Authority has authorised the following amendments to the RFP Ref. No. 01-23002(01)/4/2022-HO - Khelo India Division

S. No	Bid Reference	Existing Clause	May be Read As
1	Clause 2 Bid Schedule	Bid Submission End Date 01.03.2022 16:00 hrs	Bid Submission End Date 21.03.2022 11:00 hrs
2.	Clause 2 Bid Schedule	Opening of Bid 02.03.2022 16:30 hrs	Opening of Bid 22.03.2022 11:30 hrs

All other clauses shall remain unaltered.

Sibananda Mishra

DD - KI

REQUEST FOR PROPOSAL (LIMITED) HIRING OF SPONSORSHIP AGENCY FOR KHELO INDIA YOUTH GAMES 2022

The Competent Authority has authorised the following amendments to the RFP Ref. No. 01-23002(01)/4/2022-HO - Khelo India Division

S. No	Bid Reference	Existing Clause	May be Read As
1	Clause 2 Bid	Bid Submission End Date	Bid Submission End Date
	Schedule	21.03.2022 11:00 hrs	31.03.2022 11:00 hrs
2.	Clause 2 Bid	Opening of Bid	Opening of Bid
	Schedule	22.03.2022 11:30 hrs	01.04.2022 11:30 hrs

All other clauses shall remain unaltered.

Harish Babu P.

Link Officer to DD - KI

Corrigendum No. 3

BidReferenceNo.01-23002(01)/4/2022-HO - Khelo India Division

Dated: 11.03,2022

Sub: Corrigendum No.3 to the above referred tender document for Hiring Of Sponsorship Agency For Khelo India Youth Games 2021

The following changes are incorporated to the bidding document:

S. no	Clause No	Existing :	ReadAs:
1.	ANNEXURE 'II' CLAUSE J PAYMENT TO COMMISSION TO AGENCY	The commission pay-out shall be made within three weeks upon realisation of the fees for each edition.	The commission pay-out shall be made within three weeks upon realisation of the fees for this edition.
2.	4. BID SECURITY/ EARNEST MONEY DEPOSIT	Clause 4.8 Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of Security Deposit from that Bidder	Clause 4.8 Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of Performance Security from that Bidder.
3.	4. BID SECURITY/ EARNEST MONEY DEPOSIT	A/C NO.: 108510100037232 BANK NAME: ANDHRA BANK BANK BRANCH: J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI BRANCH CODE: 1085 IFSC CODE: UBIN0810851	A/C NAME :SECRETARY SAI (KHELO INDIA) A/C NO.: 108510100037232 BANK NAME: UNION BANK OF INDIA BANK BRANCH: JLN STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI BRANCH CODE: 1085 IFSC CODE: UBIN0810851

S. no	Clause No	Existing	ReadAs:
4.	CLAUSE 12 INTELLECTUAL PROPERTY	all intellectual property including but not limited to SAI/ Khelo India/ Fit India logo, creatives any work, brand name, trade name, service mark, trademark etc., related to SAI/ Khelo India/ Fit India shall belong to SAI. In no event, the Agency shall, either directly or indirectly, register, file or attempt to register or file any intellectual property in its own name.	The Sponsorship Agency must ensure that all intellectual property including but not limited to SAI/ Khelo India/ Fit India logo, creatives any work, brand name, trade name, service mark, trademark etc., related to SAI/ Khelo India/ Fit India shall belong to SAI. In no event, the Agency shall, either directly or indirectly, register, file or attempt to register or file any intellectual property in its own name. The winning bidder (sponsorer) may use the Khelo India Logo only for the intended purpose of naming themselves as Official Sponsor (in that category) to the Khelo India Youth Games 2021 However, the same may be used only for 120 days after the last day of Khelo India Youth Games 2021. The Agency shall be responsible to ensure that the sponsorer does not continue to use the logo beyond 120 days. In case the sponsor is using the logo beyond 120 days, suitable action may be taken against the agency, which may include de-empanelment of agency.
	ANNEXURE I "COMMERICIAL BID FORMAT"	If any bidder does not quote for all the three categories of the sponsorship, the bid will still be treated as responsive.	If any bidder does not quote for all the
	OBLIGATIONS OF OFFICIAL MEDIA PARTNER OF KIYG		mandatory broadcast the event on its top channels on Television and Digital Platforms for 7 (seven) hours per day out of which minimum of five hours will be live. • A dynamic logo (comprising of the KIYG logo along with presenting sponsor and the event co presenter logo units) will be inserted at the top left corner of

S. no	Clause No	Existing	ReadAs:
		subject to approval from SAI)	subject to approval from SAI)
		• The broadcast feed by the media partner	
		would also be transmitted to Prasar Bharti	
		for transmission on its non pay television	I I
	100		platforms including DD Free dish.
		• The official media partner has the right	
		to appoint broadcast sponsor with respect	to appoint broadcast sponsor with respe
		to primary product category of the event	
		sponsor. However such right shall first be	
		offered to event sponsor. In case of denial	
		by the event sponsor, Media Partner has	-
		the liberty to appoint the broadcast	
		sponsor including any person who is	
			competitor of the event sponsor.
		• The media partner will produce	
		highlights in atleast 3 languages and	
		broadcast the same on language specific	
			channels and on the digital platform
		0 1	0 1
			Note- Event Sponsor means any or a
			of the 3 categories of sponsors (i.
		X	Presenting, co-presenting & associate
7			In continuation of the table
	ANNEXURE'II'	100	
	CLAUSE E		17. Right to make promo film/conte
	RIGHTSOFFERE		pre, during or post event at their ov
	D TO DIFFERENT		cost (promotional purposes) or usage
	SPONSORS		athlete/player images for promotion
			purposes.
			The shoot time or usage of logo
			digital properties or brai
			communication or use of image
			brand ambassador along with Khe
			India logo or Khelo India logo f
			marketing communication can also
			undertaken by the sponsor
			All communication elements needs
			be approved by SAI before the laun-
			of the same
			Available for all categories of sponsor
			extensible for an eategories of sponso
			Note – With regard to S. No 17, the sat
		**	may be used only for 120 days after t
			last day of Khelo India Youth Gam

Existing	ReadAs:
	2021. The Agency shall be responsible to ensure that the sponsorer does no continue to use the said content beyond 120 days. In case the sponsorer is using the said content beyond 120 days suitable action may be taken against the agency, which may include de empanelment of agency.
category 1 will be conferred to category 2 or 3, considering the highest quoted amount. Second highest amount offered in any category shall be given preference in category 2. In case, that bidder refuses for category 2 rights, then the next highest shall be offered category 2 rights and so on. In case of tie between the bidders, meaning thereby two or more bidders emerging as H1 in any category, equal opportunity shall be extended to the respective bidders and they will be called for upward negotiations. Any bidder whoever is offering higher value than others shall be awarded the bid. In case the negotiations fail, the decision shall be finalised through a draw of lots done in presence of bidders as well as third party observers. In case of less than three bids are received of value more than prescribed value in this RFP, SAI shall have the right to consider the bidder offering the	more than the category 1, then the rights of category 1 will be offered to category 2 or 3, considering the highest quoted amount. Second highest amount offered in any category shall
	The sponsorship value for KIYG 2022 edition shall be the basis of selection of Agency. All the bidders shall submit their offers as per the commercial bid format. After opening of commercial bids, highest offers in each category in terms of value shall be selected and awarded the bid. However, in case, the highest bidder for category 2 or 3 is more than the category 1, then the rights of category 1 will be conferred to category 2 or 3, considering the highest quoted amount. Second highest amount offered in any category shall be given preference in category 2 rights, then the next highest shall be offered category 2 rights and so on. In case of tie between the bidders, meaning thereby two or more bidders emerging as H1 in any category, equal opportunity shall be extended to the respective bidders and they will be called for upward negotiations. Any bidder whoever is offering higher value than others shall be awarded the bid. In case the negotiations fail, the decision shall be finalised through a draw of lots done in presence of bidders as well as third party observers. In case of less than three bids are received of value more than prescribed value in this RFP, SAI shall have the right to consider the bidder offering the

S.	(Tanga No	Existing :	1	ReadA	As:
			the b should agence	old winner d be no con ey. If the bid entity, then t	npancled agency is same, then the nmission given to I winner is a sepa the commission wil
9	CLAUSE K				PONSORSHIP
	PAYMENT OF	After a Sponsor is finalised, the Non-	FEE& TIMELINE		
	SPONSORSHIP FEE	refundable Sponsorship fee shall be paid in following manner:	Ts T	Timeline T	Activity Notification of Award
		a. An agreement shall be signed between SAI and the Agency.	Tl	T+14 days	Deposit of 10% of the Committed Amount
		b. The Agency shall initially deposit 10% of the committed amount before the signing of the agreement and the remaining amount may be deposited within 7 days of the signing of agreement or 21 days before the event which ever is earlier		T+15 days	Signing of Agreement and Deposit of Performance Security (If Staggering not allowed)
		Note: Once the bid is accepted by SAI, the respective agency shall be responsible for payment of Sponsorship amount to SAI and shall have to pay the committed amount irrespective of the its further realization from sponsors	Т3	T2 + 7 days or 21 days before the event whicheve r is later	Deposit remaining 90% of the Committed Amount & Performance Security if staggering is allowed.
	71 - 71		T4	T3 + 21 days	Commission pay out to agency
10		the res Spe pay irre	Note: Once the bid is accepted by SAI the respective agency shall be responsible for payment of Sponsorship amount and shall have to pay the committed amount irrespective of the its further realization from sponsors		
10	ANNEXURE I COMMERCIAL BID FORMAT b. No conditions should be ttached to the proposal. c. The amount should be quoted in		Insertion in Commercial Bid Format as point (e) "Taxes due to SAI will be considered part of the sponsorship but taxes due to the sponsor will not be considered part of the bid and need to be borne the sponsor separately and shall not the made part of the bid."		

S. no	Clause No	Existing	ReadAs:
		If any bidder does not quote for all the three categories of the sponsorship, the bid will still be treated as responsive.	
11	CLAUSE 13		13. PENALTY CLAUSE 13.1 No commission shall be paid to the Agency in case the contractual obligation
	PENALTY CLAUSE	is not fulfilled or the sponsorship value is not realized for any reason. 13.2 If the agency fails to submit the 90% of the sponsorship fee within the stipulated 7 days after signing of agreement, a penalty of 0.25% per day will be levied on the 90% of the sponsorship value upto a period of 7 days. After the expiry of 14 days from	is not fulfilled or the sponsorship value is not realized for any reason. 13.2 If the agency fails to submit the 90% of the sponsorship fee within the stipulated 7 days after signing of agreement or 21 days before the event whichever is later, a penalty of 0.25% per day will be levied on the 90% of the sponsorship value upto a period of
	*	the date of agreement, if the remaining sponsorship fees is not paid, the sponsorship rights will be withdrawn as per the terms and conditions of the agreement. 13.3 SAI is entitled to forfeit the Performance Security submitted by the agency in case the sponsor backs out or	7 days, if the remaining sponsorship fees is not paid, after the expiry of 14 days beyond the stipulated period for paying the same or start of the event whichever is later the sponsorship rights will be withdrawn as per the terms and conditions of the agreement. 13.3 SAI is entitled to forfeit the
		obligations may render it liable for termination of empanelment. 13.5 In case the event is, terminated or	agency in case the sponsor backs out or fails to make payment in accordance with the schedule mentioned in this RFP. 13.4 Furthermore, any failure of the agency in fulfilling its contractual obligations may render it liable for termination of empanelment.
		to the agency in accordance with Clause J of the Terms of Reference. For sake of clarity, if money is returned to sponsors in event of cancellation, termination or postponement of the Games, the commission amount paid to sponsorship agency shall also be returned to SAI.	postponed, SAI shall be entitled to seek immediate refund of the commission paid to the agency in accordance with Clause J of the Terms of Reference. For sake of clarity, if money is returned to sponsors in event of cancellation, termination or postponement of the Games, the commission amount paid to sponsorship
			agency shall also be returned to SAI. 13.6 SAI shall be entitled to terminate

S. no	Clalise No	Existing	ReadAs:
		breach and/or fail to fulfill its obligations	this contract immediately upon a written
		as promised under this agreement	notice, in case the Agency is in material
		provided Agency fails to remedy such	breach and/or fail to fulfill its obligations
		breach within 5 days upon notification of	
		the breach.	provided Agency fails to remedy such
		13.7 Any dispute or difference arising	breach within 5 days upon notification o
		between Agency and SAI shall be	the breach.
		mutually resolved through amicable	13.7 Any dispute or difference arising
		discussions failing which a sole arbitrator	, ,
			mutually resolved through amicable
			discussions failing which a sole arbitrate
			as mutually appointed by both the
		and Conciliation Act, 1996 as amended.	parties, arbitration proceedings would be
		The procedure and fee of the Arbitrator	held under the provisions of Arbitration
			and Conciliation Act, 1996 as amended.
		policies and procedures of SAI. Any	The procedure and fee of the Arbitrator
		dispute/differences not being the subject	shall be in accordance with prevailing
		matter of such arbitration shall be subject	
		to the jurisdiction of the Courts of Law at	P.C.S.
		Delhi only, as per governing laws.	matter of such arbitration shall be subject
			to the jurisdiction of the Courts of Law
			Delhi only, as per governing laws.
12		11. PERFORMANCE SECURITY	11. PERFORMANCE SECURITY
	CLAUSE 11	11.1 For Sponsors: Not Applicable 11.2	11.1 For Sponsors: Not Applicable
	PERFORMANC	For Agency: 3% of the calculated	11.2 For Agency: 3% of the calculated
	E SECURITY	sponsorship value to be paid against the	sponsorship value to be paid within 15
	E SECURITI	sponsorship value to be submitted within	days of finalisation of Sponsor in each
		15 days of finalisation of Sponsor in each	category. Howeyer, in case the amoun
			is substantially higher then SAI may
			allow for the deposition of the
			Performance security in staggered
			manner with valid justification, but
			this shall not exceed 7 days of the
			signing of agreement or 21 daysbefore
		The state of the s	the event whichever is later.
		Ministry of Finance, Department of	11.3 The Agency shall be required to
			give Performance Security for the
			amount equivalent to 3% of the
			sponsorship value. Performance Security
			will be in the form of Insurance Surety
			Bonds, Bank Guarantee (BG) of any
		The state of the s	Commercial Bank drawn in the name of
		the office of Khelo India Secretariat,	"SECRETARY (SAI), KHELO INDIA"
			payable at New Delhi to be deposited in
		and the same of th	the office of Khelo India Secretariat,
		11.4 SAI will have the right to invoke the	
			Lodhi Road, New Delhi - 110003.
		any reasons if the selected Agency	11.4 SAI will have the right to invoke
		E C	the Performance Security without
		in case the proposed sponsor withdraws	assigning any reasons if the selected

S. no	Clause No	Existing	ReadAs:
,		and/or default in any terms of the tender	Agency defaults or deemed to have
		documents and empanelment may be	defaulted or in case the proposed spons
		cancelled.	withdraws and/or default in any terms of
		11.5 Successful Agency shall be	the tender documents and empanelment
		required to give Performance Security	may be cancelled. 11.5 Successful
		within 14 days of issuance of	Agency shall be required to give
		Notification of Award by SAI. In the	Performance Security within 15 days
		event of default in submission of PBG	of issuance of Notification of Award
		within the stipulated time, the Agency	SAI. In the event of default in
		shall be liable for a penalty amounting to	
		0.1% (Zero Point One Percent) of the	within the stipulated time, the Agence
		"committed sponsorship value" per day	shall be liable for a penalty amounting
			to 0.10/ (Zone Deint One Deint)
		of delay subject to a maximum delay of 7	to 0.1% (Zero Point One Percent) of
		(seven) days. If delay continues beyond 7	
		(seven) days, SAI shall have the right to	per day of delay subject to a maximu
		cancel empanelment with the right to	delay of 7 (seven) days unless payme
- 1		other legal remedies that may be	in staggered manner is allowed, If
		available under law.	delay continues beyond 7 (seven) day
		11.6 The Performance Security shall be	SAI shall have the right to cancel
-		immediately replenished by the Bidder in	
		the event PBG is invoked by SAI.	legal remedies that may be available
		11.7 The Performance Security should	under law.
- 4		remain valid for an additional period of	11.6 The Performance Security shall b
		30(thirty) days beyond the timelines	immediately replenished by the Bidder
		mentioned in the "Letter of Award". For	the event Performance Security is
		example, if the timelines mentioned to	invoked by SAI.
		submit the sponsorship amount is 10	11.7 The Performance Security should
		days, the PBG shall be valid till 10 days	remain valid for an additional period of
		+ 30days from the date of project	30(thirty) days beyond the timelines
		initiation.	mentioned in the "Letter of Award". For
			example, if the timelines mentioned to
			submit the sponsorship amount is 10
			days, the Performance Security shall be
			valid till 10 days + 30 days.
3		INTRODUCTION	INTRODUCTION
	NTRODUCTIO		
N			Khelo India programme aims at
			strengthening the entire sports ecosyste
			to promote the twin objectives of mass
		Electronic and the Control of the Co	participation and promotion of
			excellence in sports. It has been
			introduced to revive the sports culture
			India at the grass-root level by building
			framework for all sports played in our
		country and establish India as a great	country and establish India as a great
		sporting nation. Khelo India Games is	sporting nation. One of the five vertical
		declared as an 'Event of National .	of Khelo India scheme is Sports
		Process and a second se	competition and Talent Development
			which provides for organizing sports
		I	competitions including Khelo India
			Youth Games. Khelo India Games is

S. no	Clause No	Existi	ng	ReadA	s:
					2nd Jan, 2020 as per ection 2 of the Sports
14	CLAUSE 3 ELIGIBILITY CRITERIA	1		expected to participal reserves the right to as deemed fit inclu-	o take suitable action ding cancellation of se of non-participation
15	CLAUSE J OF A PAYMENT OF COMMISION	The agency will be reaching desired ta following: A) For Sponso		The agency will be reaching desired ta following: A) For Sponso	
	TO AGENCY	Target Amount 1 Crore to 1.50 Crore More than 1.50 Crores but less than 3.00 crores More than 3.00 Crores B) For Co – S Target Amount 50 Lakhs to 1.00 Crore More than 1.00Crores but less than 3.00 crores More than 3.00 crores	Commission Offered 5% of realized amount=A A+ 10% of realized amount in this slab=B B+15% of realized amount ponsors Commission Offered 5% of realized amount=A A+10% of realized amount in this slab=B B+15% of realized amount in this	1 Crore to 1.50 Crore More than 1.50 Crores but less than 3.00 crores More than 3.00 Crores B) For Co – Sp	Commission Offered 5% of realized amount=A A+10% of realized amount in this slab=B B+15% of realized amount beyond INR 3.00 Crores consors Commission Offered 5% of realized amount=A A+10% of realized amount in this slab=B B+15% of realized
		Target Amount 25 Lakhs to 1.00 Crore More than 1.00Crores but less than 1.50 crores More than 1.50 crores	Commission Offered 5% of realized amount=A A+ 10% of realized amount in this slab=B B+ 15% of realized amount	Crores C) For Associa Target Amount 25 Lakhs to 1.00 Crore More than 1.00Crores but less than 1.50 crores More than 1.50 crores	amountbeyond INR 3.00 Crores ate Sponsors Commission Offered 5% of realized amount=A A+ 10% of realized amount in this slab=B B+15% of realized amount beyond INF

S. no	Clause No	Existing	ReadAs:
16	CLAUSE 9 RIGHT TO VARY SCOPE OF WORK	SAI may at any time at the time of RFP process or even after award of the contract, by a written order given to the bidder, make changes within the general scope of the Work. The Bid shall accordingly be amended.	SAI may at any time during RFP process, by a written order given to the bidder, make changes within the general scope of the Work. The Bid shall accordingly be amended.
	CLAUSE 6 SIGNING OF BID	Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duty authorized (as mentioned in RFE for Empanelment of Sponsorship Agencies) to bind the Bidder to the contract.	Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duty authorized (as mentioned in RFE for Empanelment of Sponsorship Agencies) to bind the Bidder to the contract. In case of non-availability of authorized signature as mentioned in the RFE, the bidder can authorize any other person to sign the bid documents. An under taking to this effect shall be submitted (As per format attached in Annexure IV)
	ANNEXURE III LOGO PLACEMENT	The logos of sponsors shall be placed only on playing kits.	The logos of sponsors shall be placed only on playing kits(Apparels worn by athlete while participating in his/her event/sports discipline and does not include apparel worn during practice or on any other occassion).

All other contents of the Bid Document including terms & conditions remain unaltered.

Harish Babu P. 11 03 22 Link Officer to DD - KI

The prebid queries received from various perspective bidders and the reply to the same is attached below for information

S. No	Query	Clarification
1	Can the winning bidder in eachcategory mentioned create commercial short form content before, during andafter the games at their own cost andwith the approval of SAI and/or relevant authorities?	Winning Bidder in each category may do so for promotional purposes subject to prior approval of SAI and by sharing Concept plan & Promo However, the same may be used by the sponsorer only for 120 days after the last day of Khelo India Youth Games 2021. The Agency shall be responsible to ensure that the sponsor does not continue to use the said content beyond 120 days. In case the sponsorer is using the said content beyond 120 days, suitable action may be taken against the agency, which may include deempanelment of agency.
2	Once a name of sponsor is submitted, under any circumstances, can the sponsor's name be replaced at the same value at which the bid was won? Can the agency name multiple potential sponsors for a category and select one from the provided names?	The name of the sponsor submitted in the bid shall be firm and final. No, the bidder is required to provide only one sponsor name in one category. However, it is not mandatory for the bidder to quote for every category.
3	Can agency submit multiple bids in a single category?	No, the agency is required to submit a single bid in a single category.
4	What exactly does it mean by playing kits only? What is the quantity of apparel/kits?	Only Jersey's which are used by players while playing in Khelo India Youth Games 2021. The quantity of playing kits is around 4000.
5	What if bid is lower than minimum value in a respective category?	Bid will be treated as non responsive. Please refer Clause G (Minimum Sponsorship Fee For Different Categories Of Sponsors) of Annexure II. If any bidder does not quote for all the three categories of the sponsorship, the bid will still be treated as responsive. However, if the bidder quotes lower than the table mentioned in Clause G (Minimum Sponsorship Fee For Different Categories Of Sponsors) of Annexure II, the bid will be treated as non responsive.
6	Can the winning bidder use the KheloIndia Logo or other credentials on theirown digital or other properties as official sponsors to the Khelo India Youth Games?	The winning bidder may use the Khelo India Logo only for the intended purpose of naming themselves as Official Sponsor (in that category) to the Khelo India

S. No	Query	Clarification
		Youth Games 2021. However, the same may be used by the sponsorer only for 120 days after the last day of Khelo India Youth Games 2021. The Agency shall be responsible to ensure that the sponsor does not continue to use the said content beyond 120 days. In case the sponsorer is using the said content beyond 120 days, suitable action may be taken against the agency, which may include de-empanelment of agency.
7	We request SAI to kindly intimate the date of final selection of the successful bidder.	SAI intends to complete the selection process at the earliest. Please refer to Bid Schedule for opening of bids.
8	We request SAI to kindly clarify when will the successful bidder receive the security deposit/ Earnest Money Deposit (EMD) in case of non-selection.	Please refer Clause 4.8 of the RFP.
9	We request SAI to kindly clarify that after selection of the successful bidder within how many days will the successful bidder receive the Agreement from SAI? After receiving such Agreement within how many days shall the bidder sign and send the Agreement back to SAI?	SAI intends to complete the selection process at the earliest.
10	We request SAI to clarify if the bidders can give details of potential sponsors / product categories and SAI can provide a reasonable timeline to finalize the same once the bidder is declared successful.	The name of the sponsor submitted in the bid shall be firm and final.
11	Kindly let us know if the evaluation and final selection by SAI for the bid depends on the bid value or the sponsors that the bidder propose to engage or both?	Please refer Clause F and I of Annexure II of RFP.
12	We kindly ask for clarity on the possibility of having flexibility to get more than one sponsor for a particular slot? Eg- we divide the entitlements for the associate sponsor slot between two or more sponsors.	Only one (1) sponsor for each category to be quoted as defined in RFP.
13	We request SAI to give us clarity on if there are important benefits like athlete/player images and shoot time which will be required by the presenting/ co-presenting partner. Can bidders look at including them in the packages?	Winning Bidder in each category may do so for promotional purposes subject to prior approval of SAI and by sharing Concept plan & Promo However, the same may be used by the sponsorer only for 120 days after the last day of Khelo India Youth Games 2021. The Agency shall be responsible to ensure that the sponsor does not continue to use the said content beyond 120 days. In case the sponsorer is using the said content beyond 120 days, suitable action may be taken against the agency, which may include deempanelment of agency.

S. No	Query	Clarification
14	We request SAI to clarify that in the unfortunate event, if the nominated brand backs out post the bid being awarded to a bidder, would SAI allow some time The brand that we're getting if the brand back out after the bid, will we have some time to procure a new brand with the same value as quoted under the bid	No change in RFP.
15	We request SAI to clarify that with what authority shall the bidder approach a brand for proposing sponsorship opportunities in the event where the bidding result is still notreleased.	No change in RFP.
16	We kindly request SAI toas to what should be interpreted with the word "edition".	Edition is defined as Khelo India Youth Games 2021 (Haryana) The clause in Annexure II under Clause J Sub Clause b. may be read as: "The commission pay-out shall be made within three weeks upon realisation of the fees for this edition"
17	We request SAI to kindly clarify the if the 10% of the committed amount to be deposited is inclusive of the EMD paid or over and above the EMD paid at the time of bidding.	The EMD is different from the deposit of 10% of the Committed Amount of sponsorship value before the signing of agreement Clause 4.8 of the RFP may be read as: Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of Performance Security from that Bidder.
18	Will a sponsor have access to content/ footage from the games to create a film either pre, during or post the event?	Winning Bidder in each category may do so for promotional purposes subject to prior approval of SAI and by sharing Concept plan & Promo. However, the same may be used by the sponsorer only for 120 days after the last day of Khelo India Youth Games 2021. The Agency shall be responsible to ensure that the sponsor does not continue to use the said content beyond 120 days. In case the sponsorer is using the said content beyond 120 days, suitable action may be taken against the agency, which may include deempanelment of agency.
19	Can a sponsor continue their brand communication using the KIYG logo unit post event and for how long?	Winning Bidder in each category may do so for promotional purposes

S. No	Query	Clarification
		subject to prior approval of SAI and by sharing Concept plan & Promo. However, the same may be used by the sponsorer only for 120 days after the last day of Khelo India Youth Games 2021. The Agency shall be responsible to ensure that the sponsor does not continue to use the said content beyond 120 days. In case the sponsorer is using the said content beyond 120 days, suitable action may be taken against the agency, which may include deempanelment of agency.
20	What is the media and PR plan of the event in terms of hoarding, print ad inserts, and radio integration? Will sponsors be included/mentioned here?	
21	Can sponsor representatives be present at the press conference? How many press conferences in total are expected during the event?	No change in RFP.
22	Can pain relief and deo brands be excluded from the 'over the counter' restricted categories?	Please refer to Clause F of Annexure II of RFP.
23	Can a sponsor use the image of their brand ambassador along with the KIYG logo unit in their media/ brand communication?	Winning Bidder in each category may do so for promotional purposes subject to prior approval of SAI and by sharing Concept plan & Promo. However, the same may be used by the sponsorer only for 120 days after the last day of Khelo India Youth Games 2021. The Agency shall be responsible to ensure that the sponsor does not continue to use the said content beyond 120 days. In case the sponsorer is using the said content beyond 120 days, suitable action may be taken against the agency, which may include deempanelment of agency.
24	What are the number of participants, officials, and support staff expected to be present at the event? How many venues would the games be played at?	The total participants and officials no. will be approximately 9000+ and 5 Cities namely Panchkula, Chandigarh, Shahabad, Ambala & Delhi
25	Kindly share deck with previous editions media coverage and relevant statistics vide participation numbers and any other headlines + this edition proposed headlines on the same parameters	Please refer Clause B of Annexure II. For further details, please log on to Khelo India Website.
26	Do share SPOC details (decision making level contact details) who can come on for a short call during important closure meetings with a couple of our hot prospects (sponsors who are keen to submit bids)	Point of Contact will be shared only after award of sponsor in each category and in due course of time.

S. No	Query	Clarification	
27	What would be the exact start and end date of the KIYG 2022 as this would be helpful while sharing proposals with potential sponsors?	KIYG 2021 is expected to be held in June 2022. Final dates will be intimated in due course.	
28	What would be the earliest date by when the agencies will be receiving valuable information such as details of broadcast platforms, previous reach numbers of the games, statistics, PR coverage etc.?	Star Sports is the official Broadcast Partner. Please refer S. no 25 for other details.	
29	What is the Term up to which the 3 categories of sponsors would be able to use content and association with the KIYG for promotion of their respective brands? Example: for how long will the sponsors be able promote this Sponsorship association in their own website / Marketing communication after the games get over	The winning bidder may use the Khelo India Logo only for the intended purpose of naming themselves as Official Sponsor (in that category) to the Khelo India Youth Games 2021. However, the same may be used by the sponsorer only for 120 days after the last day of Khelo India Youth Games 2021. The Agency shall be responsible to ensure that the sponsor does not continue to use the said content beyond 120 days. In case the sponsorer is using the said content beyond 120 days, suitable action may be taken against the agency, which may include de-empanelment of agency.	
30	Due to the paucity of time, will SAI be able to provide a dedicated point of contact from their organization to assist the sponsorship agencies in replying to essential queries that may	Please refer clarification at S. No 26.	
31	come up during discussions with potential sponsors? There is a mention of the term "event sponsor" in Annexure II B. We would please like you to clarify the exact meaning of the term eventsponsor and how different it is from the 3 categories of categories of sponsors (i.e., Presenting, co-presenting & associate).		
32	We would please like to know the possibility of extending the sponsorship logo placement to training kits of athletes participating in the KIYG 2022 as this would result in maximum coverage for sponsors.	No change in RFP. Please refer Annexure III (Logo Placement)	
33	We would please like to know the size (in terms of scale & ratio) of the presenting & co-presenting logos and where it would be placed as part of the composite logo of KIYG 2022. It would be extremely helpful for our sponsorship pitch if this could be explained in terms of placement and size as part of the composite logo of KIYG 2022.	Please refer Annexure III and Clause E of Annexure II With regard to dynamic logo, suitable exposure will be given to presenting and co presenting sponsor.	
34	Clause 4.5 (Bid Security/EMD) of the RFP A/C NAME: KHELO INDIA A/C NO.: 108510100037232 BANK NAME: ANDHRA BANK BANK BRANCH: J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI BRANCH CODE: 1085 IFSC CODE: UBIN0810851	Clause 4.5 (Bid Security/EMD) of the RFP may be read as A/C NAME: SECRETARY SAI (KHELO INDIA) A/C NO.: 108510100037232 BANK NAME: UNION BANK of INDIA BANK BRANCH: J L N STADIUM, SPORTS	

S. No	Query	Clarification
		AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI
		BRANCH CODE: 1085 IFSC CODE: UBIN0810851

CORRIGENDUM NO 4

Dare 31.03.2022

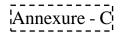
REQUEST FOR PROPOSAL (LIMITED) HIRING OF SPONSORSHIP AGENCY FOR KHELO INDIA YOUTH GAMES 2022

The Competent Authority has authorised the following amendments to the RFP Ref. No. 01-23002(01)/4/2022-HO - Khelo India Division

S. No	Bid Reference	Existing Clause	May be Read As
1	Clause 2 Bid	Bid Submission End Date	Bid Submission End Date
	Schedule	31.03.2022 11:00 hrs	16.04.2022 11:00 hrs
2.	Clause 2 Bid	Opening of Bid	Opening of Bid
	Schedule	01.04.2022 11:30 hrs	18.04.2022 11:30 hrs

All other clauses shall remain unaltered.

SD/-Sibananda Mishra DD - KI



Ref. No. XXXXXX(XX)/X/2022-HO - Khelo India Division

REQUEST FOR PROPOSAL

HIRING OF SPONSORSHIP

FOR

KHELO INDIA YOUTH GAMES
FOR FIVE EDITIONS
COMMENCING 2023

Date of Release: DD-MM-YYYY

SPORTS AUTHORITY OF INDIA (SAI)

1st Floor, SAI, HQ, JLN Stadium, Entry no 10, Lodhi Road, New Delhi

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DISCLAIMER

- 1. The information contained in this Request for Proposal Document (herein after known as "RFP Document") or subsequently provided to Bidder/s in documentary form by or on behalf of Sports Authority of India ("SAI") or any of their representatives, employees or advisors (collectively referred to as "Representatives"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
- 2. This RFP Document is not an agreement and is not an offer or invitation by SAI and/or its Representative(s) to any party other than the entities, who are qualified to submit their Proposal ("Bid"). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI and/or its Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
- SAI and/or its Representatives make no representation or warranty and shall incur
 no liability under any law, statute, rules, or regulations as to the accuracy, reliability,
 or completeness of the RFP Document.
- 4. SAI and/or its Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

KHELO INDIA YOUTH GAMES

1. INTRODUCTION

Khelo India program aims at strengthening the entire sports ecosystem to promote the twin objectives of mass participation and promotion of excellence in sports. It has been introduced to revive the sports culture in India at the grass-root level by building a framework for all sports played in our country and establish India as a great sporting nation. One of the five verticals of Khelo India Scheme is Sports Competition and Talent Development which provides for organizing sports competitions including Khelo India Youth Games. Khelo India Games is declared as an 'Event of National importance' as on 2nd January 2020 as per sub-section (I) of section 2 of the Sports Broadcasting Signals Act,2007.

Sports Competition and Talent Development (earlier Annual Sports Competitions) Vertical of Khelo India Scheme

- 1.1 Under this vertical, first edition of Khelo India School Games (KISG 2018) was successfully conducted from 31st January to 8th February 2018 in New Delhi with participation of 3507 athletes, 578 Technical Officials, 1453 support staff and 868 Volunteers. The opening ceremony of the games was graced by Hon'ble Prime Minister of India Sh. Narendra Modi.
- 1.2 The Second edition of Khelo India Youth Games, Maharashtra (KIYG 2019) were successfully conducted in Pune from 9th January to 20th January 2019 with participation of 5925 athletes, 1096 support staff, 893 Technical Officials and 1021 Volunteers. The grand opening ceremony of the Games was graced by Hon'ble Chief Minister of Maharashtra and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.
- 1.3 The Third Edition of 'Khelo India Youth Games, Assam' (KIYG 2020) was successfully conducted in Guwahati, Assam from 10th Jan. to 22nd Jan. 2020 in 20 Sports disciplines with participation of 6130 athletes, 1504 support staff, 1074 Technical Officials and 1716 Volunteers (369 Sports Specific Volunteers (SSVs) plus 1347 General Volunteers (GVs), 20 Competition Managers. The grand opening ceremony of the Games was graced by Hon'ble Chief Minister of Assam and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.
- 1.4 The First edition of 'Khelo India University Games, Odisha' (KIUG 2020) was successfully conducted in Bhubaneswar & Cuttack, Odisha from 22nd February to 01st March 2020 in 17 (seventeen) sports disciplines with participation of 3182 athletes, 725 support staff, 740 Technical Officials, 158 Contingent managers, 1076 Volunteers, 17 Competition Managers. The grand opening ceremony of the Games was graced by Hon'ble Prime Minister of India (joined through VC), Hon'ble Chief Minister of Odisha and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.

- 1.5 The Fourth Edition of 'Khelo India Youth Games, Haryana' (KIYG 2021) was successfully conducted in Panchkula, Haryana from 4th June to 13th June 2022 in 25 Sports disciplines with participation of 4453 athletes, 1255 support staff, 960 Technical Officials, 1566 Volunteers and 25 Competition Managers. The grand opening ceremony of the Games was graced by Hon'ble Chief Minister of Haryana and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.
- 1.6 The Second edition of 'Khelo India University Games, Karnataka' (KIUG 2021) was successfully conducted in Bengaluru, Karnataka from 24th April to 3rd May 2022 in 20 (Twenty) sports disciplines with participation of 3894 athletes, 869 support staff, 827 Technical Officials, 1141 Volunteers, 20 Competition Managers. The grand opening ceremony of the Games was graced by Hon'ble Vice President of India, Hon'ble Governor of Karnataka, and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.

Khelo India & Corporate Sponsorship

- 1.7 With sports being an extremely important component for development in India, Khelo India aims to create the Khelo India Youth Games and Khelo India University Games a self-sustaining model of excellence. A step ahead to this long-term aim can be achieved with the continuous support from corporate and business houses wherein they can extend their contribution in the form of sponsorship for the Khelo India Games. Sponsorship is a great source and the most lucrative form to add additional revenues for the conduct of these games which will lead to development of the sportsculture in India.
- 1.8 With the objective of sponsorship being a win-win and work-work, it can also help companies and businesses reach target audience / customer group with additional benefits of garnering goodwill to their brand names. It provides a competitive edge that goes beyond product and price. Both Khelo India and the sponsor can benefit from the partnership with success depending on both working together to ensure each other's success.

Benefits of Sponsorship

- 1.9 The range of events and entities that businesses sponsor is broad. They tend to sponsor from school games and leagues to the Olympics. Over the last four years, Khelo India has established a widespread visibility in variety of sporting ways and through the Khelo India Games which is evolving with every edition.
- 1.10 For achieving greater efficiency and value, it has been decided to standardize the Sponsorship and Media and Broadcasting rights for a period of five (5) years. This would enable greater revenue flow as well as garner excellent viewership and goodwill to the sponsors. This will help in establishing long-running associations with the Khelo India Games, serving as sponsor for a duration of five (5) years so that

- their connection becomes firmly established in the public perception. This in turn can help them elevate their brand image within and outside of their existing customer base.
- 1.11 With additional financial security through potential sponsors, SAI can take the Khelo India Games to an elevated level. It can make the event become stronger providing more resources which can further add more credibility to the mission and vision envisaged during the implementation of the games.
- 1.12 Partnering with an event like Khelo India Youth Games, sponsors get the opportunity to get better brand visibility and reach out to the new and young audience taking part in the Games. Logos and the brand images catch the eyeballs creating engagement with the audience attending the Games. In the last edition of Khelo India Youth Games, the sponsors were able to reach out to close to 20,000 audiences with a potential to tap into additional business.
- 1.13. As the Games are broadcasted on prominent TV platforms, Over-The-Top (OTT) and social media with wide outreach and customer base, the sponsors get the additional leverage on the visibility of their brand images, logos and product during the games. In this regard it is to be mentioned that the next edition of Khelo India Youth Games will be broadcasted on Star Sports, OTT and other platforms. On an average, more than 80 million viewership had been garnered in the last 3 editions of Khelo India Youth Games giving the extra push to the sponsors

2. BID SCHEDULE

2.1 The Bid Schedule is as follows:

Date of Release	DD.MM.YYYY
Last date for queries /clarifications	DD.MM.YYYY
Date Pre-Bid Conference (Video Conference)	DD.MM.YYYY 00:00 HRS Zoom Link - Meeting ID: XXX XXXX XXXX Passcode: XXXX
Bid Submission start date	DD.MM.YYYY
Bid submission end date and time	DD.MM.YYYY 00:00HRS
Opening of Bid	DD.MM.YYYY 00:00HRS

SAI reserves the right to vary or discontinue the process or any part thereof at its absolute discretion at any point of time

3. ELIGIBILITY CRITERIA

This is a limited RFP floated for the participation of following Sponsorship Agencies that have been Empaneled by SAI vide RFE No. 01-23003(02)/3/2021-HO - Khelo India Division published on 14.10.2021:

- i. Gameplan Sports Private Limited
- ii. ITW Consulting Private Limited
- iii. JSW Sports Private Limited
- iv. Lagshya Event IP Private Limited
- v. SFA Sporting Services Private Limited
- vi. Twenty First Century Media Private Limited

Note: - All the empaneled agencies are expected to participate in the bid, SAI reserves the right to take suitable action as deemed fit including cancellation of empanelment in case of non – participation without valid justification.

4. BID SECURITY /EARNEST MONEY DEPOSIT (EMD)

- 4.1 The Bidder shall furnish along with its Bid, Bid Security for an amount of INR 9,00,000 (Rupees Nine Lakhs) only.
- 4.2 The Bid Security is required to protect SAI against the risk of the Bidder's unwarranted conduct as amplified under subsequent sections below. Non-submission of bid security will be considered as major deviation. Bid for the project without Bid Security will not be considered.
- 4.3 Bid security must be submitted to SAI before bid submission end date and time as mentioned in the Bid Schedule above.
- 4.4 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of Bid Security, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate along with all other relevant documents. If no such notification or Registration Certificate along with relevant documents is furnished along with the bid, bid shall be treated as un- responsive and shall be summarily ignored without any further reference.

4.5 The Bid Security shall be furnished in one of the following forms:

- a. Account Payee Demand Draft
- b. Banker's Cheque
- c. Fixed Deposit (FDR)
- d. Bank Guarantee from any of the Commercial Banks
- e. Insurance Surety Bonds (OM No. F.1/2/2022 PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022)
- f. Any online acceptable method (NEFT/RTGS) as per the following details (the

bidder must submit a copy of UTR No. in case the transaction is done by this method)

A/C NAME: SECRETARY SAI (KHELO INDIA)

A/C NO: 108510100037232

BANK NAME: UNION BANK OF INDIA

BANK BRANCH: J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING

CGO COMPLEX. NEW DELHIBRANCH CODE: 1085

IFSC CODE: UBIN0810851

- 4.6 Demand Draft/Bankers Cheque/FDR/BG from scheduled commercial bank drawn in favor of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi are deposited in the office of KHELO INDIA, Room No. 5, 1st Floor, Ramp No 5A, JLN Stadium, Lodhi Road on or before scheduled date given in this RFP.
- 4.7 The Bid Security shall be valid for a period of 45 days (forty-five days) days beyond the validity period of the Bid. As validity period of Bid as per clause 5 of this RFP is 75 days, the Bid Security shall be valid for 120 days from the date of opening of Technical Bid.
- 4.8 Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of Performance Security from that bidder.
- 4.9 The Bid Security can be forfeited if an agency:
 - a) Withdraws or amends or impairs or derogates its bid during the period of bid validity.
 - b) Fails to accept orders issued in its favor for execution, and / or violates the terms and conditions of the contract after submission of the bid.
 - c) Successfully gets qualified but fails to sign the contract within the stipulated time.
 - d) Without prejudice to other rights of SAI, if it fails to furnish the required Performance Security within the specified period.

5. BID VALIDITY

- 5.1 The Bid shall remain valid for acceptance for a period of 75 days (seventy-five) days 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.
- 5.2 In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to as specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
- 5.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

6. SIGNING OF BID

- 6.1 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duty authorized (as mentioned in RFE for Empanelment of Sports Sponsorship Agencies) to bind the Bidder to the contract. In case of non availability of authorized signature as mentioned in the RFE, the bidder can authorize any other person to sign the bid documents. An Undertaking to this effect shall be submitted (as per format attached in Annexure IV)
- 6.2 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting.

7. CLARIFICATION OF BID

- 7.1 Bidders requiring any clarification or elucidation on any issue in respect of the RFP may take up the same with Dy. Director, KI at procurement.kheloindia@gmail.com. SAI will respond through mail to such request provided the same is received by SAI as per the Bid Schedule. No query/clarifications will be considered after prescribed date and time.
- 7.2 Any clarification issued by SAI in response to query(ies) raised by the prospective bidders shall form an integral part of RFP and it may amount to an amendment of the relevant clauses(s) of the RFP.

8. INSTRUCTIONS TO APPLICANTS

8.1 Number of Proposals and respondents

- The RFP is non-transferable, and Proposals shall be submitted only by the respective Applicants to whom the RFP has been issued by Authority.
- Sub-contracting is not allowed under this RFP.

8.2 Proposal preparation cost

- The Applicants shall bear all costs associated with the preparation and submission of the Proposal. SAI will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- All papers submitted with the Proposal are neither returnable nor claimable.

8.3 Right to accept and reject any or all the Proposals

- Notwithstanding anything contained in this RFP, SAI reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reason.
- SAI reserves the right to reject any Proposal if:
 - o At any time, a material misrepresentation is made or discovered, or
 - The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

8.4 Amendment of the RFP

- At any time prior to the Proposal Due Date, the SAI, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website http://eprocure.gov.in/eprocure/app through a corrigendum and form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the above-mentioned website from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the SAI shall not be responsible for it.
- To provide the Applicants a reasonable time to examine the addendum, or for any other reason, SAI may, at its own discretion, extend the Proposal Due Date.

8.5 Data Identification and Collection

- It is desirable that the Applicants submit their Proposal/s after verifying the availability
 of the data, information and/or any other matter considered relevant.
- It would be deemed that by submitting the Proposal, the Applicant has:
 - o Made a complete and careful examination and accepted the RFP in totality.
 - Received all relevant information requested from SAI and:
 - Made a complete and careful examination of the various aspects of the Scope of Work.
- SAI shall not be liable for any mistake or error on the part of the Applicant in respect
 of the above.

Preparation and submission of Proposals

8.6 Language and currency

- The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicants with the Proposal may be in any other language if they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For interpretation and evaluation of the Proposal, the English language translation shall prevail.
- The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

8.7 Format and signing of Proposals

- The Applicants shall prepare electronic copies of the technical and financial e-bid/ Proposals separately.
- Applicants should provide all the information as per the RFP and in the specified formats. SAI reserves the right to reject any Proposal that is not in the specified formats.
- In case the Applicants intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

8.8 Submission of e-bid/Proposal

8.8.1 The bid submission module of e-procurement website http://eprocure.gov.in/eprocure/app enables the Applicants to submit the Proposal online in response to this RFP published by the SAI. Submission can be done till the Proposal Due Date specified in the RFP. Applicants should start the process well in advance so that they can submit their Proposal in time. The Applicant should submit their Proposal considering the server time displayed in the e- procurement website. This servers time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Applicants cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.

- 8.8.2 The Applicants must follow the following instructions for submission:
 - 8.8.2.1 For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website http://eprocure.gov.in/eprocure/app.
 - 8.8.2.2 In addition to the normal registration, the Applicant must register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant should fist log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
 - 8.8.2.3 For successful registration of DSC on e-procurement website http://eprocure.gov.in/eprocure/appthe Applicant must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying
 - 8.8.2.4 Authorities, Government of India, as the e-procurement website http://eprocure.gov.in/eprocure/appis presently accepting DSC issued by these authorities only. The Applicant can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. SAI shall not be held responsible if the Applicant fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
 - 8.8.2.5 The Applicant can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Applicant intends to e-bid/Proposal, from "My tenders" folder, the Applicant can place his/her e-bid/Proposal by clicking

"pay offline" option available at the end of the view tender details form. Before this, the Applicant should download the RFP document including financial format and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP document in the PDF format.

- 8.8.2.6 After clicking the 'pay offline' option, the Applicant will be redirected to terms and conditions page. The Applicant should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- 8.8.2.7 Before uploading, the Applicant must select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Applicant should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Applicant's computer.
- 8.8.2.8 The Applicant should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Applicant and then the documents are encrypted/locked electronically with the DSCs of the bid openers to ensure that the e-bid/Proposal documents are protected, stored, and opened by concerned bid openers only.
- 8.8.2.9 After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Applicant can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- 8.8.2.10 Sports Authority of India (SAI) reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

8.9 Deadline for submission

 E-bid/Proposal (technical and financial) must be submitted by the Applicant at eprocurement website http://eprocure.gov.in/eprocure/app no later than the time specified on the Proposal Due Date. SAI may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the SAI and Applicants previously subject to the deadline will thereafter be subject to the deadline, as extended.

8.10 Late submission

• The server time indicated in the bid management window on the e- procurement website http://eprocure.gov.in/eprocure/appwill be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Applicant cannot submit his/her e-bid/Proposal. Applicant must start the bid submission well in advance so that the submission process passes off smoothly. The Applicant will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

8.11 Withdrawal and resubmission of Proposal

- At any point of time, an Applicant can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Applicant should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website http://eprocure.gov.in/eprocure/app. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Applicant must click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Applicant also must enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Applicant must confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
- No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Applicant's forfeited of his/her e-bid/Proposal security.
- The Applicant can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. For resubmission, the Applicant should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website http://eprocure.gov.in/eprocure/app. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
- The Applicant can submit their revised e-bids/Proposals as many times as possible by

uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.

No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

8.12 Selection of the Agency

From the time the Proposals are opened to the time the contract is awarded, if any Applicant wishes to contact the SAI, on any matter related to their Proposal it should do so in writing. Any effort by the Applicants to influence any officer or bearer of the SAI in the Proposal evaluation or contract award decisions may result in the rejection of the Applicant's Proposal.

8.13 Opening of Proposals

- 8.13.1 SAI will open all technical e-bids/Proposals, in the presence of Applicant's representatives who choose to attend on the prescribed date of opening at the SAI office.
- 8.13.2 The Applicant's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the SAI, the e-bids shall be opened at the appointed time and place on the next working day.
- 8.13.3 The Applicants names and the presence or absence of requisite e-bid/Proposal security and such other details as the SAI at its discretion may consider appropriate, will be announced at the opening. The names of such Applicants not meeting the technical specifications and qualification requirement shall be notified subsequently.

9. RIGHT TO VARY SCOPE OF WORK

9.1 SAI may at any time during RFP process, by a written order given to the bidder, make changes within the general scope of the Work. The Bid shall accordingly be amended.

10. AWARD OF CONTRACT

- 10.1 SAI reserves the right to accept/reject a bid, to cancel/abort the RFP process and/or reject all bids at any time prior to award of contract, without thereby incurring any liability to the empaneled agencies on the grounds of such actions taken by SAI.
- 10.2 SAI shall award Contract to the highest quoting bidder.

11. PERFORMANCE SECURITY

11.1 For Sponsors: Not Applicable

11.2 For Agency: 3% of the calculated sponsorship value to be paid within 15 days of

- finalization of sponsor in each category. However, in case the amount is substantially higher, then SAI may allow for the deposition of Performance Security in a staggered manner with a valid justification, but this shall not exceed 7 days of the signing of agreement or 21 days before the event, whichever is later.
- 11.3 The Agency shall be required to give Performance Security for the amount equivalent to 3% of the sponsorship value. Performance Security will be in the form of Insurance Surety Bonds, Bank Guarantee (BG) of any Commercial Bank drawn in the name of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi to be deposited in the office of Khelo India Secretariat, Ramp 5, North Block, JLN Stadium, Lodhi Road, New Delhi 110003.
- 11.4 SAI will have the right to invoke the Performance Security without assigning any reasons if the selected Agency defaults or deemed to have defaulted or in case the proposed sponsor withdraws and/or default in any terms of the tender documents and empanelment may be cancelled.
- 11.5 Successful Agency shall be required to give Performance Security within 15 days of issuance of Notification of Award by SAI. In the event of default in submission of Performance Security within the stipulated time, the Agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the "committed sponsorship value" per day of delay subject to a maximum delay of 7 (seven) days unless payment in a staggered manner is allowed. If delay continues beyond 7 (seven) days, SAI shall have the right to cancel empanelment with the right to other legal remedies that may be available under law.
- 11.6 The Performance Security shall be immediately replenished by the Bidder in the event Performance Security is invoked by SAI.
- 11.7 The Performance Security should remain valid for an additional period of 30(thirty) days beyond the timelines mentioned in the Letter of Award. For example, if the timelines mentioned to submit the sponsorship amount is 10 days, the Performance Security shall be valid till 10 days + 30days from the date of project initiation.

12. INTELLECTUAL PROPERTY

12.1 The Sponsorship Agency must ensure that all intellectual property including but not limited to SAI/ Khelo India/ Fit India logo, creatives any work, brand name, trade name, service mark, trademark etc., related to SAI/ Khelo India/ Fit India shall belong to SAI. In no event, the Agency shall, either directly or indirectly, register, file or attempt to register or file any intellectual property in its own name. The winning bidder (sponsorer) may use the Khelo India logo only for the intended purpose of naming themselves as

Official Sponsors (in that category) to the Khelo India Youth Games. However, the same may use only for 120 days from the last day of each edition of Khelo India Youth Games. The agency shall be responsible to ensure, that the sponsorer does not continue to use the logo beyond 120 days from the last day of each edition of Khelo India Youth Games. In case the sponsor is using the logo beyond 120 days, suitable action may be taken against the agency, which may include de-empanelment of agency.

- 12.2 The Agency shall be solely responsible for any violation or infringement of any trademark, trade name, copyright, patent of any person, firm or company, personal right of privacy, religious beliefs and/or any other right of any other person including for adherence of regulations, administrative and judicial orders etc.
- 12.3 All exploitation rights including without limitation promotion / sponsorships / distribution / marketing / telecast etc. shall vest with SAI and the Agency, without preapproval of SAI, shall not have any right to sell/market the said event to any party.
- 12.4 The relationship between the parties hereto shall be on a Principal-to-Principal basis and shall not be deemed to be a joint venture, partnership, or agency of any nature whatsoever between them.
- 12.5 Agency undertakes and confirms that it shall comply with all requisites, laws and regulations, necessary insurances, that are required to be complied with for conducting the event and the creation, as well as exclusive assignment of all rights in favor of SAI, Agency shall keep SAI indemnified and hold SAI harmless from any and all claims including claims for infringement, losses, demands, damages, costs, charges, expenses that may prejudice SAI's interests and benefits, in any way whatsoever.
- 12.6 SAI shall not be responsible in any way for any unfulfilled obligations and/or liabilities of Agency its Affiliates/Associations etc. and/or its agents towards any person, party, company, organization in connection with pending obligations, the finance, employment of other contractual and noncontractual.
- 12.7 Agreements/arrangements of whatsoever nature, whether in relation to the event and Agency shall continue to be solely responsible for the same

13. PENALTY CLAUSE

- 13.1 No commission shall be paid to the Agency in case the contractual obligation is not fulfilled, or the sponsorship value is not realized for any reason.
- 13.2 If the agency fails to submit the 90% of the sponsorship fee within the stipulated 7 days after signing of agreement or 21 days before the event whichever is later, a

- penalty of 0.25% per day will be levied on the 90% of the sponsorship value up to a period of 7 days, if the remaining sponsorship fees is not paid, after expiry of 14 days beyond the stipulated period for paying the same or the start of the event whichever is later the sponsorship rights will be withdrawn as per the terms and conditions of the agreement.
- 13.3 SAI is entitled to forfeit the Performance Security submitted by the agency in case the sponsor backs out or fails to make payment in accordance with the schedule mentioned in this RFP.
- 13.4 Furthermore, any failure of the agency in fulfilling its contractual obligations may render it liable for termination of empanelment.
- 13.5 In case the event is, terminated or postponed, SAI shall be entitled to seek immediate refund of the commission paid to the agency in accordance with Clause H of the Terms of Reference. For sake of clarity, if money is returned to sponsors in event of cancellation, termination or postponement of the Games, the commission amount paid to sponsorship agency shall also be returned to SAI.
- 13.6 SAI shall be entitled to terminate this contract immediately upon a written notice in case the Agency is in material breach and/or fail to fulfill its obligations as promised under this agreement provided Agency fails to remedy such breach within 5 days upon notification of the breach.
- 13.7 Any dispute or difference arising between Agency and SAI shall be mutually resolved through amicable discussions failing which a sole arbitrator as mutually appointed by both the parties, arbitration proceedings would be held under the provisions of Arbitration and Conciliation Act, 1996 as amended. The procedure and fee of the Arbitrator shall be in accordance with prevailing policies and procedures of SAI. Any dispute/differences not being the subject matter of such arbitration shall be subject to the jurisdiction of the Courts of Law at Delhi only, as per governing laws.

Annexure I | COMMERCIAL BID FORMAT

- If any bidder does not quote for all three categories of the sponsorship, the bid will be treated as responsive. However, if the bidder quotes lower than the table mentioned in Clause G (minimum sponsorship fee for different categories of sponsor) of Annexure II, the bid will be treated as nonresponsive.
- 2. Bidders are required to submit bids for the proposed Sponsorship Rights Fee for each Edition of the Event during the Rights Period the Sponsorship rights fee should be quoted separate for Five (5) editions of Khelo India Youth Games

To,
Director, KI
Khelo India Secretariat,
JLN Stadium Complex,
Lodhi Road,New Delhi - 110003

Sub: Commitment letter regarding Sponsorships for Khelo India Youth Games 2022.

a) For Principal Sponsor

SR.		Product	Name of Sponsor	Amount Co	mmitted in
NO.	EDITION	Category		INR	
				In Figures	In Words
1.	Edition 1	(a)			
2.	Edition 2	(b)			
3.	Edition 3	(c)			
4.	Edition 4	(d)			
5.	Edition 5	(e)			

b) Powered by Sponsor

SR.		Product	Name of Sponsor	Amount Co	mmitted in
NO.	EDITION	Category		INR	
				In Figures	In Words
1.	Edition 1	(a)			
2.	Edition 2	(b)			
3.	Edition 3	(c)			
4.	Edition 4	(d)			
5.	Edition 5	(e)			

c) Co-Powered by Sponsor

SR. NO.	EDITION	Product Category	Name of Sponsor	Amount Co	mmitted in
				In Figures	In Words
1.	Edition 1	(a)			
2.	Edition 2	(b)			
3.	Edition 3	(c)			
4.	Edition 4	(d)			
5.	Edition 5	(e)			

Note:

- a) Account Details for the money to be deposited for sponsorship shall be intimated later."
- b) No conditions should be attached to the proposal.
- c) The amount should be quoted in both figure and words. In case of discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words shall be considered as final price.
- d) If any bidder does not quote for all the three categories of the sponsorship, the bid will still be treated as responsive.
- e) Taxes due to SAI will be considered part of Sponsorship, but taxes due to the Sponsor will not be considered as a part of bid and need to be borne by the Sponsor separately and shall not be made part of the bid

Signature of		
the	Agency:	
Address	:	
Date:		

Annexure II | TERMS OF REFERENCE

A. EXCLUSIVE RIGHTS OF OFFICIAL MEDIA PARTNER OF KIYG

- 1. Official Media Partner of KIYG has already been finalized and is with star sports. The official Media Partner of KIYG has exclusive media rights globally for KIYG. There are certain rights of Media Partner which are not available for commercial exploitation. Such Media rights includes:
- 2. Right of production of feed.
- 3. Right of broadcast on live and delayed basis, the unlimited duration of the event by means of television and digital transmission.
- 4. Right to commercially exploit all on-air inventory including the right to appoint broadcast sponsors (not on ground sponsors).
- 5. Right of access to players before and after each match/event for the purpose of creating film/audio visuals/ clips or any other form of promotional activity with respect to the event depending on the availability of the player.
- 6. Right to photograph and recording the players as well as their performance during the event, any period ancillary including training and press conferences.
- 7. Right to use such images/audio visuals for the purposes of posters/flyers/promotion or any other advertisement rests exclusively with star India.
- 8. Right to use all recorded information related to the event including all fixture lists, scores and statistical information.
- 9. Right to transmit the event on replay, deferred/delayed basis(in full or in part) via television and digital transmission.
- 10. Right to transmit clip and highlights related to the event by television/digital transmission.
- 11. Right to transmit any audio visual related to the event with interactivity functionality providing enhanced user viewing experience to a person including voting, switching between feeds, participation in contests, quiz etc
- 12. Right to provide services enabling viewers the access on demand/data or information regarding any game or series of games or the team or the players participating in the event as well as to place orders or carry out any revenue generating activity.
- 13. Right to create or monetize any electronic games, interactive media, quiz, competition based on KIYG
- 14. Fixed media rights which include coverage transmission on home video, DVD, laser disc, VCD or any other fixed electronic storage.
- 15. Right of transmission of audio visuals of the event via any existing or new platforms at theatres, stadiums, parks, hospitals, govt buildings etc.
- 16. Radio rights with respect to audio only coverage of the event.
- 17. Right to use audio visuals of any previous school/ district/state/national events organized by SAI to market the event.

- 18. Right to transmit the coverage of the event in virtual reality format and create text commentary and other editorial descriptions of the event.
- 19. Right to non-game content rights including any behind the scenes coverage, interview with players, support staff and organizers.
- 20. Right of any game, competition, application or any other activation using the branding of the event directly or indirectly which can be exploited via mobile or internet technology
- 21. Right to transmit coverage of the event(live/deferred/delayed) in full or in part in trains or other forms of transport
- 22. Right to use KIYG marks and logos in relation to the conferred rights as well as the right to promote its services and itself as the official media partner of KIYG.

B. OBLIGATIONS OF OFFICIAL MEDIA PARTNER OF KIYG

- 1. The Media Partner (Star Sports) shall mandatorily broadcast the event on its top channels on Television and Digital Platforms for 7 (seven) hours per day out of which minimum of five hours will be live.
- 2. A dynamic logo (comprising of the KIYG logo along with principal sponsor and the event powered by logo units) will be inserted at the top left corner of broadcast feed by Media Partner (this is subject to approval from SAI)
- 3. The broadcast feed by the media partner would also be transmitted to Prasar Bharti for transmission on its non-pay television platforms including DD Free dish.
- 4. The official media partner has the right to appoint broadcast sponsor with respect to primary product category of the event sponsor. However, such right shall first be offered to event sponsor. In case of denial by the event sponsor, Media Partner has the liberty to appoint the broadcast sponsor including any person who is competitor of the event sponsor.
- 5. The media partner will produce highlights in at least 3 languages and broadcast the same on language specific channels and on the digital platform
- 6. Note Event Sponsor Means, any or all of the three categories of the sponsors (Principal, Powered by & Co Powered by).

C. SPONSORSHIP CATEGORIES

The proposed sponsorship categories are as follows:

- a) Principal Sponsor
- b) Powered by Sponsor
- c) Co-Powered by Sponsor

D. SCOPE OF SERVICES

1. Primary role of Sponsorship Agency is to procure sponsorship for the Khelo India Events and identify Event Sponsors for given categories. Further, the Sponsorship Agency shall also ensure that the committed amount is transferred in accordance

with the schedule as defined in this RFP.

- 2. SAI has the exclusive right to appoint event sponsors as well as to transmit non live coverage of KIYG and highlights on the official website for a maximum of 10 minutes per day of the event on a non-exclusive basis for exploitation on a noncommercial basis. Such clips can also be used by SAI on its social media platform, or any other account created for the purposes of the event. Further, SAI has the right to transmit archive content on its official website for exploitation on a noncommercial basis.
- 3. Partners could use their brand activation strategies /techniques prior to the commencement of the event. However, such strategies must be first aligned with the efforts and scheme of Khelo India and communicated in writing. Prior approval of SAI shall be obtained before commencement of any marketing or activation activity before the event is started.
- 4. On ground sponsors could be permitted for conducting any activity outside FOP and within the premises of the event for the purposes of any brand advertisement or promotion. However, if the brand sponsor decides to circulate digitally such ad/promotions or any other clip related thereto, the same shall exclude the use of KIYG logo or any other composite logo created for the purposes of the event. Prior approval of SAI shall be obtained before commencement of any marketing or activation activity to be undertaken during or after the event.
- Any covert or overt form of expression/ exaggeration/ leverage using KIYG text/logo/verbal indication must be sought by SAI in writing and must be decided in consultation with SAI.
- 6. To avoid any miscommunication/conflict of interest, any form of communication among different stakeholders of KIYG (i.e., Media Partner, Event Sponsors, Empaneled Agencies, Event Organizers etc.) shall take place only through SAI.

7. 'Space for undertaking Promotions' will be provided free of cost at one main venue each in a maximum of three (3) host cities (to be decided through mutual discussion between the sponsorer, SAI and host state. The final discretion in this regard shall lie with SAI and the Host State) as per the following scale:-

		Space for undertaking
Sr.No	Category of Sponsorer	Promotions
		Area / Pagoda / Tent
1	Principal Sponsor	30 x 30 sq ft
2	Powered by Sponsor	20 x 20 sq ft
3	Co – Powered by Sponsor	15 x 15 sq ft

Note – Request for the 'Space for undertaking Promotions' at other cities and venue may be allowed post approval of SAI, in case a joint proposal by the Host State and Sponsor is received at least 30 days prior commencement of the event.

8. RIGHTS OFFERED TO DIFFERENT SPONSORS

The following rights shall be made available and divided among various sponsors in proportion to the amount committed by them

S. No.	Rights offered	Principal Sponsor	Powered by Sponsor	Co – Powered by Sponsor
1	Logo Placement on bottom panel of venue branding collaterals	Main Arch gate, Drop Downs, Pole/pillar branding, Standees, Flex banners, wall branding, and on all Games' collaterals – booklets& schedules.	Drop Downs, Pole/pillar branding, Standees, Flex banners, wall branding, and on all Games' collaterals – booklets& schedules.	Drop Downs, Pole/pillar branding, Standees, Flex banners wall branding.
2	FOP branding static boards Standard perimeter boards with size 8 feet x 2.5 feet	20%	10%	5%
3	Inclusion in press conference on mutually agreeable terms	Yes	Yes	No
4	Mention in all official press releases as partners	Yes	Yes	Yes
5	VVIP hospitality passes for each day Event	30	20	10
6	VVIPs passes for opening and closing ceremonies	20	10	05
7	Product display at FOP (subject to approval of GTCC) and VVIP lounge	Yes (FOP & VVIP lounge)	Yes (VVIP Lounge)	No
8	Rights to display product / service at venue (other than FOP and VVIP Lounge) with the prior alignment of Khelo India Sect. as for the type of product and its placement & exposure levels	Yes	Yes	Yes
9	Award distribution by sponsors	8	4	2
10	Official Sports Kit	100 Kits	50 Kits	15 Kits
11	On-ground activation	Yes	Yes	Yes
12	Meet & Greet at Opening Ceremony	Yes	Yes	Yes
13	Presence on Games website	Yes	Yes	Yes
14	customized social media posts per brand pre and during the games	10	8	6

15	Rights to undertake a joint consumer contest with Khelo India (Subject to approvals from SAI)	Yes	Yes	Yes
16	Logo on apparel/kit of the players (as per Annexure III)	Yes	Yes	Yes
17	Access would be granted to the sponsors for Khelo India winning athletes for a period of 120 days from the last day of each edition of Khelo India Youth Games.	Yes	Yes	Yes
18	Right to make promo / film / content pre, during or post event at their own cost. (Promotional purposes) The shoot time or usage of logo on digital properties or brand communication or use of image of brand ambassadors along with Khelo India Logo for marketing communication can also be undertaken.	Yes	Yes	Yes
	All communication elements need to be approved by SAI before the launch of the same.			

Note

- 1. With regards to S.No.17 & 18, the same may be used only for 120 days from the last day of each edition of Khelo India Youth Games.
- 2. The agency shall be responsible to ensure that the sponsorer does not continue to use the said content beyond 120 days from the last day of each edition of Khelo India Youth Games. In case the sponsorer continues to use the content for more than 120 days, suitable action may be taken against agencies, which may include de-empanelment / blacklisting of agency.

Note -

9. RESTRICTED PRODUCT CATEGORIES

The following product categories shall be restricted for any kind of association with KIYG:

- 1. Tobacco Products
- 2. Weapons and Explosives
- 3. Derogatory Personal, Political, and Religious Content
- Spy Cams and Surveillance Equipment
- 5. Counterfeit Goods
- 6. Fake Documents
- 7. Adult Products and Services

- 8. Penny Auctions
- 9. Alcohol
- 10. Body Parts
- 11. Cannabis
- 12. Dating
- 13. Drug Tests and Exam-Taking Services
- 14. Fake Followers Services
- 15. Gambling
- 16. Hacking and Surveillance

17. Illegal Automobile ModificationProducts

- 18. Lottery
- 19. Multi-Level Marketing
- 20. Over-the-Counter Drugs
- 21. Payday and Short-Term Loans
- 22. Personal Loans
- 23. Online Pharmacies
- 24. Politics
- 25. Recreational Drugs
- 26. Prescription Drugs
- 27. Rehab
- 28. Reproductive Health
- 29. Spyware and Malware
- 30. Subscription Services
- 31. Unauthorized Set-Top Boxes
- 32. Unsafe Supplements
- 33. Binary Options
- 34. Any other category that MYAS/SAI on its sole discretion feels inappropriate to be included as Sponsor

10. MINIMUM SPONSORSHIP FEE FOR DIFFERENT CATEGORIES OF SPONSORS

The minimum bid (offer submitted by bidders) shall not be less than the amount given in the table:

S. No	Sponsorship Category	Minimum Amount
1	Principal Sponsor	INR 3.00 Crores
2	Powered by Sponsor	INR 2 Crores
3	Co – Powered by Sponsor	INR 1 Crores

Note – the sponsorship value shall increase 10% per edition

11. TERM OF SPONSORSHIP

The maximum tenure of Sponsorship rights shall be five (5) upcoming editions of Khelo India Youth Games, starting from the upcoming scheduled edition in Madhya Pradesh.

12. SELECTION PROCEDURE

- The sponsorship value for five (5) Khelo India Youth Games shall be the basis of selection of agency. All the bidders shall submit their offers as per the commercial bid format. After opening of commercial bids, highest offers in each category in terms of value shall be selected and awarded the bid. However, in case, the highest bidder for category 2 or 3 is more than the category 1, then the rights of category 1 will be offered to category 2 or 3, considering the highest quoted amount. Second highest amount offered in any category shall be given preference in category 2. In case, that bidder refuses for category 2 rights, then the next highest shall be offered category 2 rights and so on.
- In case of tie between the bidders, meaning thereby two or more bidders emerging as H1 in any category, equal opportunity shall be extended to the respective bidders, and they will be called for upward negotiations. Any bidder whoever is offering higher value than others shall be awarded the bid. In case the negotiations fail, the decision shall be finalized through a draw of lots done in presence of bidders as well as third party observers.

Note: - If the empaneled agency and the bid winner is same, then there should be no commission given to the agency. If the bid winner is a separate legal entity, then the commission will be given.

13. TERMS OF PAYMENT

- For first Edition, 50% of the quoted sponsorship rights fee at the time of signing of the License Agreement, and the balance 50% one-month prior to the commencement of the first Edition; and
- For subsequent Editions 50% of the quoted sponsorship rights fee two months prior to the scheduled date of Event and 50% one-month prior to the commencement of the subsequent Editions.

14. PAYMENT OF COMMISION TO AGENCY

The agency will be paid commission on reaching desired targets as per the following:

A) Principal Sponsor

Target Amount	Commission offered
3 Crore to 3.50 Crore	5% of realized amount=A
More than 3.50 Crores but less than 4.00 crores	A+ 10% of realized amount in this slab=B
More than 4.00 Crores	B + 15% of realized amount beyond INR 4.00 crores

B) Powered by Sponsor

Target Amount	Commission offered
2 Crore to 2.50 Crore	5% of realized amount=A
More than 2.50 Crore but less than 3 Crores	A + 10% of realized amount in this slab=B
More than 3.00 Crores	B + 15% of realized amount beyond INR 3.00 crores

C) Co – Powered by Sponsor

Target Amount	Commission offered
1 Crore to 1.50 Crore	5% of realized amount=A
More than 1.50 crore but less than 2 crores	A + 10% of realized amount realised in this slab = B
More than 2 Crores	B + 15% of realized amount beyond INR 2 crores

- a) Taxes/TDS shall be deducted as per the rules of Govt. of India.
- b) The commission pay-out shall be made within three weeks upon realization of the fees for each edition.

15. PAYMENT OF SPONSORSHIP FEE

Ts	Timeline	Activity
Т	Т	Notification of Award
T1	T+14 days	Deposit of 10% of the 1 st Edition's Committed Amount
T2	T+15 days	Signing of Agreement and Deposit of Performance Security (If staggering not allowed)
ТЗ	T2+7 days or 21 days before the event whichever is later	Deposit remaining 90% of the Committed Amount % of the 1st Edition's Committed Amount & Performance security if staggering is allowed
T4	T3+21 days	Commission pays out to agencies

Note: Once the bid is accepted by SAI, the respective agency shall be responsible for payment of Sponsorship amount to SAI and shall have to pay the committed amount irrespective of its further realization from sponsors.

Payment of Sponsorship fee shall remain similar for the following editions

Annexure III LOGO Placement

For "Principal" Sponsors- The logo shall be placed on the Back of the athlete jersey/ apparel as Length 3 inches and Width 6 inches.

<u>For "Powered by" Sponsor</u> - The logo shall be placed on left side of the chest (above pocket) on the athlete jersey/ apparel as Length 2 inches and Width 2 inches.

<u>For "Co - Powered by" Sponsor</u> - The logo shall be placed on one side of the sleeve on the athlete jersey/ apparel as Length 2 inches and Width 2 inches.

Note – The logos of sponsors shall be placed only on playing kits. (Apparels worn by athlete while participating in his /her event/sports discipline and does not include apparel worn during practice or on any other occasion)

Annexure IV – Power of Attorney

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the			
registered office) do hereby constitute, nominate, appoint and authorize Mr.			
/Msson/daughter/wife and presently residing at, who			
is presently employed with us and holding the position ofas our true and lawful attorney			
(hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all			
such acts, deeds and things as are necessary or required in connection with or incidental to			
submission of our proposal for Hiring Of Sponsorship Agency For Khelo India Youth Games for five			
(5) editions in SAI, New Delhi including but not limited to signing and submission of all applications,			
proposals and other documents and writings, participating in pre-proposal and other conferences and			
providing information/ responses to SAI, New Delhi, representing us in all matters before SAI, New			
Delhi, signing and execution of all contracts and undertakings consequent to acceptance of our			
proposal and generally dealing with SAI, New Delhi in all matters in connection with or relating to or			
arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the			
Agreement with SAI, New Delhi.			
AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to			
be done by our said Authorized Representative pursuant to and in exercise of the powers conferred			
by this Power of Attorney and that all acts, deeds and things done by our said Authorized			
Representative in exercise of the powers hereby conferred shall and shall always be deemed to have			
been done by us.			
IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED			
THIS POWER OF ATTORNEY ON THIS DAY OF, 2022			
For(Signature, name, designation, and address)			
Witnesses:			
1.			
2.			
Notarized Accepted			
(Signature, name, designation, and address of the Attorney)			

Agenda Item No.5

<u>Hiring of Production and Media Rights partner for Khelo India Youth Games and Khelo India University Games</u>

The Khelo India scheme has been launched with the twin objectives of mass participation and promotion of excellence in sports under the under Sports Competitions and Talent Development Vertical. Khelo India Youth Games (KIYG) and Khelo India University Games (KIUG) are organised annually. In this context, it is pertinent to note that so far one edition of Khelo India School Games, three editions of Khelo India Youth Games and two editions of Khelo India University Games have been organised which has witnessed total participation of over 20,000 athletes and 8,000 officials.

To underscore the growing importance and appreciating brand value of the Khelo India Games, it may be noted that on an average these games have received 80mn+ viewership across various platform such as Star sports, DD and OTT platforms such as Disney Hotstar and Sony liv.

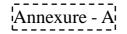
In this regard, it is pertinent to note that for Khelo India Youth Games, Sports Authority of India had partnered with Star India for broadcast, production and media rights. As a part of this arrangement M/s Star India committed to produce and broadcast the event in popular channel as well as spend 20 Crore peredition on promotions and committed licence fee of 15 Crore. However, the same arrangement is going toexpire with the fifth edition of upcoming Khelo India Youth Games which is going to be held at Madhya Pradesh in the year 2023.

Moving forward it is imperative that to retain the popularity and brand value of Khelo India and further increase the same, a Media and Broadcasting partner for KIYG and KIUG is brought onboard. An RFP is proposed to be floated on the same lines as earlier for four (4) editions of KIYG and five (5) editions of KIUG commencing from KIYG-2023 and KIUG-2024 respectively (Draft RFP placed at **Annexure – A**).

In view of the above, it is proposed to hire official Media and Broadcast partner for the following scope ofwork –

- 1. Produce and broadcast the entire event as per the specifications described in the RFP
- 2. To undertake Marketing Activities to promote the event as described in the RFP
- 3. The Media Partner will be awarded exclusive media rights for the entire event against the receipt of Media rights fee as quoted by the successful bidder against the RFP for the period of four (4) editions of KIYG and five (5) editions of KIUG.

Concurrence of FC is solicited for RFP of Hiring media and broadcast partner for Khelo India Games.



"REQUEST FOR PROPOSAL"

(RFP)

FOR

PRODUCTION AND MEDIA RIGHTS

FOR

KHELO INDIA UNIVERSITY GAMES
FIVE EDITIONS (COMMENCING 2023)

&

KHELO INDIA YOUTH GAMES
FOUR EDITIONS (COMMENCING 2024)

SPORTS AUTHORITY OF INDIA (SAI)

Date of issue:

Last date of submission of Bids:

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1. Introduction

- 1.1 In a move to identify and groom young sporting talent, the Government of India has approved a revamped 'Khelo India' programme under which 1,000 (one thousand) selected athletes will receive an annual scholarship of INR 500,000 (Indian Rupees Five hundred thousand) each for 8 (eight) years. The programme will also promote 20 (twenty) universities across India as hubs of sporting excellence. The revamped 'Khelo India' programme would impact the entire sports ecosystem, including infrastructure, community sports, talent identification, coaching for excellence, competition structure and sports economy.
- 1.2 The Ministry of Youth Affairs and Sports Authority of India, under the 'Khelo India' initiative, intends to continue to conduct annual editions (each an "Edition" and collectively, "Editions" as the case may be) of an event under the 'Khelo India University Games' ("KIUG") and the 'Khelo India Youth Games' ("KIYG") umbrella, the defining national sporting events for Schools and Universities/ Colleges to encourage participation and strive for sporting excellence (such event being the "Event" which term shall include the Ceremonies, matches and all ancillary events held during such Event; and such matches/ fixtures being the "Games").

Khelo India University Games

- 1.4 The First edition of 'Khelo India University Games, Odisha' (KIUG 2020) was successfully conducted in Bhubaneswar & Cuttack, Odisha from 22nd February to 01st March 2020 in 17 (seventeen) sports disciplines with participation of 3182 athletes, 725 support staff, 740 Technical Officials, 158 Contingent managers, 1076 Volunteers, 17 Competition Managers. The grand opening ceremony of the Games was graced by Hon'ble Prime Minister of India (joined through VC), Hon'ble Chief Minister of Odisha and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.
- 1.5 The Second edition of 'Khelo India University Games, Karnataka' (KIUG 2021) was successfully conducted in Bengaluru, Karnataka from 24th April to 3rd May 2022 in 20 (Twenty) sports disciplines with participation of 3894 athletes, 869 support staff, 827 Technical Officials, 1141 Volunteers, 20 Competition Managers. The grand opening ceremony of the Games was graced by Hon'ble Vice President of India, Hon'ble Governor of Karnataka, and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.
- 1.6 The Event was a culmination of the university sports competition calendar in India, with participation from the winners and top performers of various tournaments across the country, including the Association of India Universities (AIU), tournaments conducted by the National Sports Federations as well as certain privately organized tournaments.

Khelo India Youth Games

- 1.7 Under this vertical, first edition of Khelo India School Games (KISG 2018) was successfully conducted from 31st January to 8th February 2018 in New Delhi with participation of 3507 athletes, 578 Technical Officials, 1453 support staff and 868 Volunteers. The opening ceremony of the games was graced by Hon'ble Prime Minister of India Sh. Narendra Modi.
- 1.8 The Second edition of Khelo India Youth Games, Maharashtra (KIYG 2019) were successfully conducted in Pune from 9th January to 20th January 2019 with participation of 5925 athletes, 1096 support staff, 893 Technical Officials and 1021 Volunteers. The grand opening ceremony of the Games was graced by Hon'ble Chief Minister of Maharashtra and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.
- 1.9 The Third Edition of 'Khelo India Youth Games, Assam' (KIYG 2020) was successfully conducted in Guwahati, Assam from 10th Jan. to 22nd Jan. 2020 in 20 Sports disciplines with participation of 6130 athletes, 1504 support staff, 1074 Technical Officials and 1716 Volunteers (369 Sports Specific Volunteers (SSVs) plus 1347 General Volunteers (GVs), 20 Competition Managers. The grand opening ceremony of the Games was graced by Hon'ble Chief Minister of Assam and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.
- 1.10 The Fourth Edition of 'Khelo India Youth Games, Haryana' (KIYG 2021) was successfully conducted in Panchkula, Haryana from 4th June to 13th June 2022 in 25 Sports disciplines with participation of 4453 athletes, 1255 support staff, 960 Technical Officials, 1566 Volunteers and 25 Competition Managers. The grand opening ceremony of the Games was graced by Hon'ble Chief Minister of Haryana and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.

1.11 Objectives of the License Agreement:

- 1. Widespread availability of the Event on Television as well as Digital Platforms.
- 2. Marketing of the Event, in supplement to SAI's efforts; and
- 3. High-quality production of the Event.

2. Definition

- 2.1 "Affiliate" means with respect to any person: (a) which owns at least 50% (fifty per cent) of the share capital or equity interest or membership interest of such person; (b) in which such person owns at least 50% (fifty per cent) of share capital or equity interest or membership interest; (c) at least 50% (fifty per cent) of the shares / membership interest of which are owned by the ultimate parent company of such person; or (d) Controls, is Controlled by or is in common Control of such person. The term 'Control' shall mean the power to determine the policy and affairs of an entity whether by virtue of voting rights, right to appoint a majority on the board of directors of an entity, by contract or otherwise
- 2.2 "**Applicable Law**" means the laws and any other instruments having the force of law in India for the time being and any other applicable law/rules/regulations
- 2.3 "Bid" means a bid submitted by a Bidder in response to this RFP
- 2.4 "Bidder" means any private or public entity that seeks to acquire the Media Rights and submits a Bid in furtherance of this intention in terms of the RFP.
- 2.5 **"Broadcast"** shall mean broadcasting, distributing, exhibiting and/or making available audio and/or audio-visual programming.
- 2.6 "Broadcast Hours" shall have the meaning prescribed to it in Clause 7.2.3
- 2.7 **"Broadcast Sponsor"** in respect of any Edition shall mean all sponsors under the broadcast partner category to whom the Licensee has granted broadcast designations and/or sold commercial inventory for such Edition.
- 2.8 **"Ceremonies"** means opening and closing ceremonies and award ceremonies relating to the Games being live broadcast.
- 2.9 **"Clips"** means clips of non-live audio-visual coverage of the Event (including the Games, Ceremonies, players, and guide commentary), in part or in full.
- 2.10 "Commentary" means, in respect of a Game or Ceremony, the contemporaneous verbal account and description of such Game or Ceremony produced in relation to the Event by, or on behalf of, SAI and incorporated in the Feed.
- 2.11 "Competitor" means any person whose business involves the provision of services or the sale, manufacture or distribution of goods which fall within the Primary Product Category of the relevant Event Sponsor.
- 2.12 "Composite Logo" means the approved event Logo by SAI for each of the Edition which is inclusive of 'Khelo India' logo, Principal Sponsors & Event Mention.
- 2.13 "Digital Platform" shall mean the digital platform(s) owned and/or operated by the Bidder, on which content is made available using Digital Transmission.
- 2.14 "Digital Transmission" means the delivery or provision of access to audio and/or visual material and/or audio-visual material in an intelligible form using the Internet and Mobile Technology (in each case including transmission through IPTV).

- 2.15 "Event Sponsors" means sponsors for any Edition including but not restricted to the Principal Sponsor, official travel partner, ticketing partner, hotel partner, catering partner, On- Ground sponsor, player-and-referee jersey sponsor, and in each case approved by SAI at its sole discretion. This excludes Broadcast Sponsors as defined in this RFP.
- 2.16 "Feed" means live and continuous moving image video signal of the Event (including the Ceremonies and the Games) of at least that standard and specification which is consistent with the then prevailing standard, which may incorporate slow motion replays, titles and any graphics selected by or on behalf of the Licensee.
- 2.17 "Force Majeure" shall have the meaning ascribed to the term in Clause 20.3.5
- 2.18 "Games" shall mean each match/ fixture forming a part of each Edition of the Event.
- 2.19 "Group Entities" means: (a) the Bidder; (b) Affiliates of the Bidder; (c) the shareholders / members of the Bidder who hold at least 50% (fifty per cent) of the share capital or equity interest or membership interest of such Bidder; (d) all entities whose accounts are consolidated on a line by line basis in the audited financial statements of members / shareholders covered under (c); (e) any joint venture company in which a member / shareholder covered under (c) holds at least 50% (fifty per cent) interest and the other joint venture partner of such joint venture company.
- 2.20 "GST" shall mean the goods and services tax as levied under the Applicable Law and shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST') / Union Territory Goods and Service Tax ('UTGST') and/or the Integrated Goods and Services Tax ('IGST') as may be applicable.
- 2.21 "**Highlights**" means any edited recorded segment(s) or extract(s) of the Event (including the Games, Ceremonies, in part or in full.
 - 2.21.1 "Indemnifying Party" shall have the meaning ascribed to it in Clause 20.11.4
 - 2.21.2 "Indemnified Party" shall have the meaning ascribed to it in Clause20.11.4
 - 2.21.3 "Intellectual Property" shall have the meaning ascribed to it in Clause 20.7
- 2.22 "Internet" means the global communications system of computer networks accessible by the public which interconnect, either directly or indirectly, individual computers and/or networks by making use of TCP / IP transport protocols (or derivatives thereof) which may be accessed by means of the world wide web and derivate URL addresses and which enables users to engage in two-way transmissions of data over such networks in order to receive content (including by fixed, wireless network and transmission by satellite, mobile, DSL, ISDN, WiMAX, other broadband links, or any other technology, whether current or supplemental or successor or new, but excluding Mobile Technology and Television).
- 2.23 "IPTV" means transmission using the protocol commonly known as "Internet Protocol" or "IP" over a closed data delivery network or networks (including broadband delivery networks and virtual private networks, but excluding any open access data delivery network), which transmission is encrypted so to only be intelligibly received and exhibited by customers of, or subscribers to, such "Internet Protocol" service in the relevant territory.

- 2.24 "KIUG Mark" means the official Khelo India University Games emblem including any foreign translation and any permutation and derivation thereof, registered/ applied for registration by SAI in relation to the Event.
- 2.25 "KIYG Mark" means the official Khelo India Youth Games emblem including any foreign translation and any permutation and derivation thereof, registered/ applied for registration by SAI in relation to the Event.
- 2.26 "Khelo India Website" means the official website of Khelo India.
- 2.27 "Licensee" means the successful Bidder with whom SAI enters into the License Agreement.
- 2.28 "License Agreement" shall mean the license agreement entered into between the successful Bidder and SAI along with all annexures and schedules thereto and shall include any modifications made in writing thereto between the parties.
- 2.29 "Media Rights" shall have the meaning ascribed to it in the License Agreement.
- 2.30 "Media Rights Fee(s)" or "Rights Fee" shall mean the fee payable by the Licensee to SAI for grant of the Media Rights and as more particularly set out in the License Agreement.
- 2.31 "**Mobile Broadcast Technology**" means each wireless standard or technology which is used during the Term for the point to multi-point broadcast of audio-visual images to mobile devices including:
 - a) Digital Video Broadcasting-Handheld (DVB-H).
 - b) Digital Audio Broadcasting (DAB).
 - c) Digital Multimedia Broadcasting Terrestrial (DMB-T)
 - d) Digital Multimedia Broadcasting-Satellite (DMB-S)
 - e) Integrated Services Digital Broadcasting-Terrestrial (ISDB-T).
 - f) Qualcomm's Media FLO technology.
 - g) and derivative systems and services but excluding any Mobile Telecommunications Technology
- 2.32 "**Mobile Technology**" means Mobile Telecommunications Technology and Mobile Broadcast Technology or any other technology, whether current or supplemental or successor or new Mobile Telecommunications Technology and Mobile Broadcast Technology.
- 2.33 "Mobile Telecommunications Technology" means mobile telecommunications technology which is or may be used with radio frequency spectrum in any band to enable or facilitate transmission of textual material, data, voice, video, audio-visual or multimedia content or services to mobile devices and which include General Packet Radio Services (GPRS), the Global System for Mobile Communications (GSM) (also including GPRS, EDGE and HSCSD), and the Universal Mobile Telecommunications System (UMTS), Code Division Multiple Access (CDMA (including W-CDMA)), High Speed Package Access (HSPA), Long-term Evolution (LTE) (also Including E-UTRA), mobile WiMAX (802.16e), and other mobile WiMAX standards hereafter developed) and their related or derivative systems and services or any combination of them but excluding any Mobile Broadcast Technology and fixed wireless systems (including Wi-Fi (802.11), fixed WiMAX / HiperMAN / WiBro (802.16a-d), Bluetooth, MMDS, LMDS, IrDA and iBurst / HC-SDMA).

- 2.34 "On-ground Sponsor(s)" for any Edition shall mean the sponsor(s) for that Edition having an on-ground presence at the venues of the Games, as approved by SAI
- 2.35 "Performance Security" shall have the meaning ascribed to the term in Clause 16.
- 2.36 "**Primary Product Category**" means the primary product category designated in the relevant agreement between SAI and the relevant Event Sponsor and agreed by the Licensee.
- 2.37 **"EMA"** means the Event Management Agency with whom SAI has contracted for organizing, coordinating, managing, marketing and commercializing the Event.
- 2.38 "Radio Rights" shall have the meaning ascribed to it in License Agreement.
- 2.39 "Reserved Rights" shall have the meaning ascribed to it in Annexure D
- 2.40 "RFP" means this Request for Proposal.
- 2.41 "Television/ T.V." means the transmission of audio-visual programming by means of Terrestrial Television, satellite television, cable television, IPTV, or any other technology, whether current or supplemental or successor or new, transmission of which or retransmission thereof is solely intended for intelligible reception on the screen of television monitors. For the avoidance of doubt, Television shall specifically exclude, without limitation, Digital Transmission.
- 2.42 "**Term**" means the period commencing from the date of execution of the License Agreement and expiring 3 (three)months after the date of the closing ceremony of the last Edition, subject to earlier termination of the License Agreement in accordance with the terms thereof.
- 2.43 "Terrestrial Television" means linear Television transmitted over-the-air through terrestrial frequency bands whether in analogue or digital format, standard definition, high definition or any evolvement thereof or otherwise by an authorized and licensed broadcast station and intended for direct reception by the general public using reception antennas for no fee or charge (other than any tax, levy or fee imposed by any governmental, administrative or other public authority in the relevant territory or part of it). For clarity, Terrestrial Television shall include the right to make a simulcast / re-broadcast of such Terrestrial Television distribution via cable television, satellite television and IPTV (to the exclusion of any Digital Transmission), including where there is a charge for such simulcast / re-broadcast distribution as part of a package or service (e.g. a "basic package" where a simulcast / re-broadcast of a Terrestrial Television channel is part of a basic subscription package of a satellite television service).
- 2.44 "Territory" shall mean all countries in the world.
- 2.45 **"Principal Sponsor"** means for each Edition of the Event, the principal sponsor for that Edition as approved by SAI at its sole discretion.

3. Summary of the Bid

- 3.1 This RFP issued by the Sports Authority of India (SAI) constitutes a request for Bids from eligible entities (as determined in accordance with the eligibility criteria set out in Clause 5 of the RFP) to acquire the Production of Media Rights and Production (as more particularly set out in Clause 7.1) for the Term in respect of the Territory, subject to the terms of this RFP and the License Agreement.
- 3.2 This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract, or a grant of any rights and/or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon (i) acceptance by SAI of the Bidder's Bid and (ii) the execution of the License Agreement by both, SAI, and the Licensee.

4. Instructions to Bidders

- 4.1 The Bidders can download this RFP from the website: http://sportsauthorityofindia.nic.in http://kheloindia.gov.in & CPP Portal website: http://eprocure.gov.in/eprocure/app. The RFP must be downloaded from the said websites only. Subsequently, Bid must be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 9 of this RFP.
- 4.2 The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal.
- 4.3 All Bidders interested in participating in the online e-Tendering process are required to obtain Class II or Class III Digital Certificates. The Bid should be prepared and submitted online using individual's digital signature certificate.
- 4.4 Bidders Tool Kit Link (detailed help documents designed for Bidders) has been provided on e-Tendering website to guide them through different steps involved during e-Tendering such as online procedure for tender document purchase, bid preparation and bid submission. If any assistance is required regarding e-Tendering (registration/upload/download) please contact the Govt. of India e-Tendering Help Desk. RFP will not be sold/ issued manually from the SAI.

5. Eligibility Criteria

- 5.1 Bidders must carefully read the conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation
- 5.2 Each Bidder must fulfil the following qualification criteria:
- 5.2.1 **Valid Incorporation:** The Bidder must be validly incorporated and existing in India.
- 5.2.2 **Turnover:** The Bidder must have an average annual turnover of at least INR 25,00,00,000 (Indian Rupees Twenty-Five crores) during the last 3 (three) financial years ending FY 2021 22; and
- 5.2.3 **Technical abilities**: The Bidder must have:
 - 5.2.3.1 the necessary licences and approvals under Applicable Laws to broadcast and stream the Feed on Television and Digital Platforms.
 - 5.2.3.2 prior experience in broadcasting multi-venue or multi-sports large scale sports events in or outside India; and

5.3 Consortium / Joint Ventures (JV) are allowed to participate with following conditions:

- 5.3.1 Joint Venture/Consortium: Maximum of two companies/contractors may participate in the bidding as Joint Venture/consortium
- 5.3.2 Joint Ventures/Consortium must comply the following requirements:
 - 5.3.2.1 The qualifying criteria parameters as set out in this RFP shall be satisfied collectively by members.
 - 5.3.2.2 The formation of Joint Venture/Consortium or change in the Joint Venture character/partners after submission of the bid and any change in the bidding regarding Joint Venture/Consortium will not be permitted
 - 5.3.2.3 Joint Venture/Consortium Agreement should legally bind all partners/members jointly and severally.
 - 5.3.2.4 The pre-qualification of a joint venture/Consortium does not necessarily prequalify any of its partners/members individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture/Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
 - 5.3.2.5 The JV Agreement/Consortium must include the relationship between joint venture partners/Consortium members in the form of JV Agreement/Consortium Agreement to legally bind all partners/members jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in

- respect of each and all of the firms in the joint venture/Consortium. Such JV Agreement/Consortium must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful. The Bidder must attach copy of Agreement.
- 5.3.2.6 One of the partners/consortium members responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney/Board Resolution signed by legally authorized signatories of both the partners.
- 5.3.2.7 The JV/Consortium Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and both partners of the Joint Venture/members of consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
- 5.3.2.8 The contract agreement should be signed jointly by each Joint Venture Partners/consortium members.
- 5.3.2.9 An entity can be a partner/member in only one Joint Venture/Consortium. Bid submitted by Joint Ventures/Consortium including the same entity as partner/consortium will be rejected.
- 5.3.2.10 The JV agreement/Consortium shall specify the share of each individual partner/member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner/Member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.
- 5.3.2.11 In the case of JV/consortium Payments will be made to lead partner.

5.4 Fit and Proper Person:

- 5.4.1 For determining whether a Bidder is a 'Fit and Proper Person', SAI may take the indicative criteria mentioned in this clause.
 - 5.4.1.1 Financial integrity of the Bidder.
 - 5.4.1.2 Ability of the Bidder to undertake all obligations set out under the License Agreement.
 - 5.4.1.3 Absence of convictions or civil liabilities against the Bidder.
 - 5.4.1.4 Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017 (provided such debarment is still existing);
 - 5.4.1.5 Absence of any disqualification as specified below:
 - 5.4.1.5.1 Conviction of the Bidder or any of its respective directors, partners, executives or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any

- other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- 5.4.1.5.2 Admission of an application for winding up or liquidation under Applicable Laws against the Bidder or any of its or their respective directors and partners.
- 5.4.1.5.3 Any action or proceeding being initiated under the Insolvency and Bankruptcy
 Laws under the Applicable Law, including but not limited to declaration of
 Insolvency or Bankruptcy, disqualification or derecognition by any professional
 body being initiated against the Bidder.
- 5.4.1.5.4 Current or previous banning of the Bidder or its respective directors, partners, executives, or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason.
- 5.4.1.5.5 Default by The Bidder or any of its or their respective directors and of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years.
- 5.4.1.5.6 Blacklisting of the Bidder by any government or semi-government body.

6. RFP Process

- 6.1 This RFP is only illustrative in nature and all narrations are intended to be used by the applicant as preliminary background information. This RFP is not exhaustive and does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or amend the requirements or information contained in this RFP at any time prior to the submission of the Bid, save in relation to the eligibility criteria, technical requirements, and the evaluation principles of the Bids.
- 6.2 Upon selection of a Bidder by SAI, SAI and the Licensee shall enter into a detailed contract/agreement incorporating the provisions of this RFP and the successful Bid ("License Agreement"). However, the Licensee's obligation will commence from the date of the award of the Bid.

6.3 SAI reserves the right to:

- 6.3.1 Rank the Bidders in order of the attractiveness of the respective Bids submitted.
- 6.3.2 Review, reconsider and amend the scope of services to be offered in respect of the Event at any time prior to the first Bid submission.
- 6.3.3 Accept or reject any or all Bids (including the most competitive commercial Bid) in its absolute discretion, without assigning any reasons for the same;
- 6.3.4 Extend the time for submission of Bids at its sole discretion at any time prior to the due date, in case of any amendments in the RFP, with the amended RFP to be duly notified on the website and the same to be binding on all the Bidders; and
- 6.4 In the event of any misstatement or misrepresentation being discovered or detected in the information furnished / documents submitted by the Bidder in response to this RFP or at any later stage or in the event of any contravention by the Bidder of any condition or criterion stipulated by SAI, SAI shall have the right to terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by SAI to the Bidder as damages or penalty. The penal provisions as stated in Earnest Money Deposit Declaration / Performance Security, as applicable, submitted by the Bidder shall stand forfeited forthwith, without any further notice from SAI;
- 6.5 SAI will not be liable for any costs, damages or losses for the Bid process incurred by any Bidder participating in this RFP, if SAI decides to cancel the RFP process, for any reason whatsoever. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by SAI to facilitate the evaluation process.

- 6.6 The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:
- 6.6.1 understood and examined the extent of the Media Rights, scope of services and other information made available in writing by SAI, for the purpose of this RFP.
- 6.6.2 examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
- 6.6.3 satisfied itself as to the correctness and sufficiency of the RFP.
- 6.7 Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with SAI or any of its government partners in relation to this RFP. Any clarifications and all information must be sought via e-mail only to procurement.kheloindia@gmail.com. No queries shall be entertained by SAI after scheduled date and time mentioned in Clause 9.

7. GRANT OF RIGHTS AND SCOPE OF SERVICES

7.1 Grant of Rights

The Licensee shall be granted the following rights for the Term, on a global, exclusive basis, subject to the terms of the License Agreement ("Media Rights"):

- 7.1.1 Produce live and continuous moving image video signal of the Event (including the Ceremonies and the Games) of at least that standard and specification which is consistent with the then prevailing market standard, which may incorporate slow motion replays, titles and any graphics selected by or on behalf of the Licensee ("Feed");
- 7.1.2 Broadcast, distribute, exhibit and/or make available audio and/or audio-visual programming ("Broadcast"), on a linear and on demand, downloadable basis, on a live and delayed (including any repeats and Highlights) basis, audio-visual programming of unlimited duration of the Event (including the Ceremonies and the Games) by means of Television and Digital Transmission, on a free, pay-per-view or pay basis, in full or in part, in those languages as it deems fit (including English, Hindi or other languages); and other rights more particularly set out in Annexure A.
- 7.1.3 Complete liberty and discretion to commercially exploit all on-air inventory including the right to appoint Broadcast Sponsors
- 7.1.4 Access to Players to be provided by SAI on a best effort basis and not as a deemed obligation for the following:
 - 7.1.4.1 At the Licensee's request, SAI shall provide the Licensee with access to the players participating in each Edition of the Event, provided that such request is reasonable.
 - 7.1.4.2 Such access shall be provided at the request of the Licensee: (i) before and after each sporting Event or match, for the purpose of creating audio visual promotions, video clips, ad films, and any other promotional activity in relation to the Event, at no extra cost to the Licensee; and (ii) in general depending on the availability of the player, for ad-shoots and attending and participating in television programs organized by the Licensee in relation to the Event;
 - 7.1.4.3 SAI shall ensure that each player provides any other similar support, as reasonably requested by the Licensee from time to time, solely for the purpose of promoting or increasing the viewership of the Event.
 - 7.1.4.4 SAI shall ensure that, for the purpose of promoting or increasing the viewership of the Event, the Licensee has the right to photograph the players, as well as the right to film, televise, photograph, identify and otherwise record the player and his/her performance during the sporting events and periods ancillary thereto, including training and press conferences, as well as the right to further sub-licenseor assign such rights, at no extra cost to the Licensee.

- 7.1.4.5 SAI shall ensure that the Licensee has the right to use the player characteristics of each player for the purposes of promotion of the Event, at no extra cost to the Licensee.
- 7.1.4.6 SAI shall provide the Licensee with exclusive right to (i) use the audio-visual and still images of players in advertisements and/or promotions of forthcoming coverage of the Edition of the Event on any platforms; and (ii) operate any competition, fantasy league and/or contest relating to the Event within the Territory using the SAI Marks and/or Feed.
- 7.1.5 SAI shall provide the Licensee the right to use all recorded information relating to the sporting events in the Event and players, including all fixture lists, scores and/or statistical information relating thereto, regardless of form or the media on which it may be recorded. Further, the SAI shall make available to the Licensee, all timely data in respect of Games results and other developments during the Event.
- 7.1.6 SAI shall on a best effort basis and at its sole discretion endeavour to ensure that the Licensee's logo appears in each situation where the SAI's partners' logos and/or signages are presented.

7.2 <u>Services</u>

The Licensee will be required to provide the following services:

- 7.2.1 Produce and Broadcast live, through Television and Digital Transmission, at least the minimum number of Games specified in Annexure B
- 7.2.2 Produce and Broadcast live, through Television and Digital Transmission, the Ceremonies to each Edition of the Event;
- **7.2.3** Produce and Broadcast live, a minimum number of hours per Edition of the Event through Television and Digital Transmission, respectively as set out in Annexure B ("Broadcast Hours");
- 7.2.4 Produce the Event in accordance with minimum specifications provided in Annexure E.
- 7.2.5 Ensure that a constant dynamic logo will be inserted at the top left corner of the broadcast feed for the entirety of the Broadcast of the Event through Television and Digital Transmission. Such constant dynamic logo shall alternate between the composite Event logo/main or principal sponsor/Khelo India logo. Any changes to the said terms will be at the sole discretion of SAI.
- 7.2.6 Only the composite and approved Khelo India University Games Logo / Khelo India Youth Games Logo should be used by the Broadcaster across all platforms. The Composite Logo would have the Principal Sponsor and the Powered sponsor logo units which may change for each Edition and should be voiced inclusive of the event, the Principal and Powered by sponsor. Khelo India University Games Logo / Khelo India Youth Games Logo cannot be altered, changed or used in parts, for example, using only 'Khelo India' without the mention University Games / Youth Games.

- 7.2.7 Whether under applicable law or otherwise, the Licensee must provide the Feed to Prasar Bharti for onward transmission on its non-pay television platforms, including on DD Free Dish as the event is categorised under 'Event of National Importance' and it is SAI's requirement that the Licensee ensures that the Event shall be aired on the Prasar Bharati channels.
 - The Licensee should hold good faith discussions with Prasar Bharati on the sharing mechanism, including on clean feed (or not) and on revenue sharing.
- 7.2.8 Ensure that it shall not select or appoint any Broadcast Sponsor in relation to the Primary Product Category of the Event Sponsor, without first offering and providing them with a notice of 7 days (30 days from second Edition onwards) to purchase such Broadcast Sponsorship. For the avoidance of doubt, if the Event Sponsor declines to purchase such Broadcast Sponsorship or fails to respond to such offer within the 7-day (30 days from second Edition onwards) period, the Licensee may appoint as Broadcast Sponsor any other person, including, save for the Principal Sponsor, a person who is a Competitor of the Event Sponsor.
 - Provided that, SAI shall provide the Licensee with its list of Event Sponsors at least 90 days prior to the commencement of each Edition (15 days for the Edition) along with their relevant Primary Product Category. Should the SAI not provide the Licensee with the list by such date, the Licensee shall be free to sell sponsorships and/or inventory to any person, including any Competitor of the Event Sponsor(s).
- 7.2.9 Provide coverage of the Event on any channel that forms part of one of the top two sports channels of the Bidder in terms of reach to pay television households.
- 7.2.10 Provide coverage of the Event on a Digital Platform that is available to all mobile subscribers in India. For sake of clarity, the availability of the Event cannot be restricted to any one handset/mobile operator.
- 7.2.11 Produce Highlights in at least 3 languages and broadcast on widely distributed, language-specific Television channels and on the Digital Platform. As regards the inclusion of Ceremonies in the Highlights package to be produced by the Licensee, the Licensee must ensure that the Highlight package of each of the Editions of the Event includes at least a 10-minute feature of the opening ceremony of that Edition of the Event.
- 7.2.12 Within 90-days of the end of the Event, licensee shall provide a written report which shall specifically detail out the following:
 - 7.2.12.1 Viewership of the Event on Television and Digital Platforms.
 - 7.2.12.2 Availability of the Event on TV and Digital Platforms. For Television, Licensee should provide preceding six-month viewership (basis BARC, All India, CS2+ Urban + Rural) for the channels on which the Event was broadcast and confirm that the requirement of availability on one of the top two channels has been met. For Digital, Licensee should provide aggregate viewership, viewership by platform and provide confirmation that because of the Licensee's actions, the availability of the Event

was not restricted on any platform. It is hereby clarified that the basis 'BARC, All India, CS2+ Urban + Rural', as specified in this clause above, shall mean the details of viewership as determined by the Broadcast Audience Research Council on an all-India basis for both cable and satellite including both urban and rural data.

- 7.2.12.3 Computation of marketing spends incurred by the licensee; and
- 7.2.12.4 Timeline of marketing activity from commencement of marketing campaign to end of Event
- 7.2.13 Ensure that the state wise points table, university/college wise points table, tickers with result updates and score updates to be inserted at a frequency of 20 inserts per day (each day of 7-hour broadcast) so as to maximize interest and give the audience maximum information on the Event.
- 7.2.14 Ensure that the Commentators highlight university/college names, university/college wise performance specifics across the entirety of the broadcast so as to trigger and maximize a campus level activation of the Event.
- 7.2.15 Ensure that the SAI nominated Government of India officials, or any other dignitaries are interviewed at the side-lines of the Event during prime time and repeat broadcast relayed every day of the Event. Such interviews shall not be more than twice each day and each segment shall not exceed two minutes.
- 7.2.16 Ensure that the overriding theme of providing the youth of India with a performance platform on par with the Olympic games / Commonwealth games / Asian games is the primary motive of the Event and the same shall be relayed using vignettes / presentations confirmed by the SAI.
- 7.3 To enable the Licensee to render the services and exercise the Media Rights, SAI will, at its own cost, provide support to the Licensee as set out in Annexure C.

7.4 Reserved Rights

- 7.4.1 All rights not specifically granted to the Licensee shall be reserved to SAI and may be exercised or exploited by SAI itself, or granted to third parties, on terms determined by SAI in its absolute discretion. An illustrative list of reserved rights is set out in Annexure D.
- 7.5 Notwithstanding anything contained in this RFP or the License Agreement, Licensee shall provide Clips to the SAI, at no cost, and the SAI shall have the right to transmit (on a delayed basis of 3 (three) hours post completion of a specific competition forming part of the Games) Clips thereof on the Khelo India Website and SAI owned social media platforms/ accounts of the Event.

8. EARNEST MONEY DEPOSIT (EMD)

- 8.1 Bidders shall submit, along with their Bids, an undertaking as per Annexure G (Performa for earnest money deposit declaration).
- 8.2 Any Bid submitted without Earnest Money Deposit Declaration as per Annexure G will be summarily rejected.

9. BID SCHEDULE

The schedule and various other details for submission of Bids have been set out below:

Sr. No	INFORMATION	DETAILS
1	Publishing of RFP through e-tender	
2	Last date for submission of written queries for clarifications.	
3	Details of Pre-Bid conference	
4	Last date (deadline) for Bid submission	
5	Place, Time, and Date of opening of Bids received in response to the RFP notice	
6	Bid Validity Period	
7	Contact Person for queries	
8	Addressee and Address at which proposal in response to RFP notice is to be submitted	

SAI reserves the right to amend/vary or discontinue the process or any part thereof at its absolute discretion at any point of time.

10. BIDDERS' QUERIES AND RESPONSES THERETO

10.1 All enquiries from the Bidder's relating to this RFP must be submitted exclusively to the contact person at the given email address. The queries should necessarily be submitted on or before scheduled date and time mentioned in clause 8 in the following format:

To,					
Senior Direc	Senior Director (Khelo India),				
Sports Auth	ority of India,				
New Delhi					
DIDDEDIO	DECLIFOT FOR OLARIE	OATION			
BIDDER'S I	REQUEST FOR CLARIFI	CATION			
Name of Or	ganization submitting	Name & position of person	Full formal address of the organization		
request		submitting request	including phone, fax and email points of contact		
			& contact details of local office as well		
			Tab		
			Tel:		
			Fax:		
			Fmail:		
			Linan.		
SI. No.	Bidding Document	Content of RFP	Points of Clarification required.		
	Deference(s)				
		requiring clarification			
	_				
	number/page)				
SI. No. Bidding Document Reference(s) (section number/page)		Content of RFP requiring clarification	Email:		

- 10.2 All enquiries should be sent to SAI only through email only. The SAI shall not beresponsible for ensuring that Bidders' enquiries have been received by them. SAI shall provide a complete, accurate, and timely response to all questions to all the Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed to all the Bidders.
- 10.3 SAI will host a Pre-Bid Conference, scheduled as per the details in Bid Schedule at clause 9. The representatives of the interested Bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference.
- 10.4 Within 2 days from the Pre-Bid Conference, SAI shall issue responses to all of the bidders' written queries raised prior to the Pre-Bid Conference or at the Pre-Bid Conference, together with any other revised documents (if required).

11. SUBMISSION OF BID

- 11.1 All documents are to be uploaded in PDF or scanned copies online.
- 11.2 The Bidder is required to upload:
 - Bid Eligibility Criteria documents submitted as mentioned in this RFP.
 - Technical Bid documents to be uploaded as mentioned in this RFP.
 - Commercial Bid as per this RFP.
 - Bidder must complete and sign the Undertaking at Annexure F and required documents.
 - The Bid should be filled by the Bidder in English language only.
 - In no case Commercial Bid will be entertained in Hard Copy.
- 11.3 Bidders are requested to submit 'Online Bid' only in PDF/Scanned copy. It is clarified that hard copies of any of the Bid documents will not be accepted.
- 11.4 The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc and SAI reserves the right to reject the bids submitted in contravention of the said terms.
- 11.5 Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 11.6 If any Bidder does not qualify in technical evaluation, the Commercial Bid shall be returned unopened to the Bidder.
- 11.7 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.
- 11.8 In exceptional circumstances, at its discretion, SAI may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.
- 11.9 The Bid should be an unconditional bid. In case of any condition, the Bid shall be treated as non-responsive and be disqualified.
- 11.10The Bid should be only in the prescribed format. It should also be accompanied by all the requisite documents.
- 11.11 The Bid cover should carry the complete name and address of the Bidder, along with the telephone, fax and e-mail address.

11.12 Rejection of Technical Bids

- In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances:
- 11.12.1 incomplete Bids that do not quote for the complete scope of services as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder.
- 11.12.2 information that is found to be incorrect / misleading at any stage during the

tendering process;

- 11.12.3 inclusion of commercial Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and
- 11.12.4 non-fulfilment of the eligibility criteria, set out in Clause 4, by the Bidder.

11.13 Rejection of Commercial Bids

In addition to any other reasons stipulated in this RFP, commercial Bids may be rejected under any of the following circumstances

- 11.13.1 Incomplete Bids that do not set out the Media Rights Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.
- 11.13.2 Commercial Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
- 11.13.3 Bids which do not confirm unconditional validity of the bid for 45 days from date of submission of the Bid.
- 11.13.4 Bids which do not conform to SAI bid format.
- 11.13.5 Bids in respect to which the bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the commercial bid, if any.
- 11.13.6 Any Commercial Bid that does not comply with the conditions laid down by SAI.

11.14Other Reasons for Rejection of Bids

In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:

- 11.14.1 Bids in which the Bidder seeks to influence the SAI bid evaluation, bid comparison, or contract award decisions.
- 11.14.2 In view of two bid systems, SAI may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway, without opening the commercial bid.
- 11.14.3 By adopting the procedure above, the commercial bids of those bidders, whose technical bid(s) are found acceptable, shall be opened, and processed further as per rules laid down for the same.
- 11.14.4 Bids that are submitted late will be rejected.

11.15 Correction of Errors

- 11.15.1 Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by SAI.
- **11.15.2** Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words

shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

12. CONFIDENTIALITY

- 12.1 The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by purchasing the tender document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of SAI, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors of the Bidder maintain confidentiality of the RFP and any information disclosed to them in relation thereto.
- 12.2 The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and SAI. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI's expense, for other clients of the Bidder without the prior written approval of SAI. The Bidder is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship` with SAI without the prior written approval of SAI.
- 12.3 All information and documents that are furnished by the Bidder will be treated as strictly confidential by SAI and shall not be disclosed by SAI to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

13. DOCUMENTS TO BE SUBMITTED ALONGWITH THE BID

- 13.1 Bidders are requested to submit online the following pre-qualification documents in PDF/Scanned copy.
- 13.2 Documents supporting the Eligibility criteria as laid down in this RFP including:
 - 13.2.1 Certificate of incorporation in India.
 - 13.2.2 A certificate issued by a 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 (FY ending March 2022);
 - 13.2.3 Copy of necessary licences under Applicable Laws evidencing the right of the Bidder (and/or any of its Group Entities) to exploit the Media Rights;
 - 13.2.4 Documents or a write-up to establish that the Bidder (and/or any of its Group Entities) has prior experience within last three years (FY ending March 2022) in broadcasting multi-sport or multi-venue large scale sports events in or outside India; and
 - 13.2.5 A true copy of an appropriately notarized power of attorney or a certified true copy of a duly executed board resolution, in each case authorizing the relevant representative to sign all relevant documents asked in this RFP on behalf of the Bidder.
 - 13.2.6 Undertaking that the Bidder meets the Fit and Proper Person criteria as laid down in this RFP.
 - 13.2.7 Copy of ITR returns of preceding three years ending FY 2021-22.
 - 13.2.8 Documents for Income Tax PAN and GST Registration.
 - 13.2.9 Undertaking in format annexed at Annexure F.
- 13.3 Bidders are requested to submit online the following Technical Bid documents in PDF/Scanned copy
 - 13.3.1 Documents or a write-up to establish the experience and capability of the Bidder (and/or any of its Group Entities) in broadcasting multi-sport or multi-venue large scale sports events in India;
 - 13.3.2 Documents or a write-up to establish the experience and capability of the Bidder (and/or any of its Group Entities) in producing large scale sports events in or outside India; and
 - 13.3.3 Proof of Aggregate Marketing Spend incurred by the bidder during broadcast of large-scale sports events undertaken by the Bidder.
 - 13.3.4 Document or write-up providing an exploitation plan for the Event. Such exploitation should detail the various marketing and distribution plans of the Bidder and should specifically establish the following:

- 13.3.4.1 Details of the Bidder's sports television channels on which the Event will be broadcast along with their average viewership reach for the immediately preceding six months (basis BARC, All India, CS2+, Urban+Rural); and
- 13.3.4.2 Details of the Bidder's Digital Platform on which the Event will be streamed along with its average users over the immediately preceding six months as per any industry recognized agency.

14. TECHNICAL AND COMMERCIAL BID

Bidders must carefully read the conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

14.1 <u>Technical Bid</u>

14.1.1 For Technical Bid – Documents Required

SI. No	Requirements	Documents Required
1.	Prior experience in broadcasting multi-sport or multi-venue, large scale sports events in or outside India.	Work Order & Completion Certificate from client
2.	Prior experience in producing multi-sport or multi- venue, large scale sports events in or outside India;	Work Order & Completion Certificate from client
3.	Aggregate marketing spent on broadcasting /producing multisport or multi-venue, large scale sports events in or outside India. (Only events mentioned at point 1 and 2 above are applicable)	Submits the documents in support of highest marketing spend.
4.	Viewership reach of the sports television channels on which the Event shall be broadcast (average viewership reach for the immediately preceding six months)	Submits the documents in support of highest viewership spend.
5.	User base of the Digital Platform on which the Event shall be streamed (average users over the immediately preceding six months)	Submits the documents in support of highest user base.

14.1.2 Technical Bid – Evaluation Criteria

SR. NO.	BID COMPONENT	WEIGHTAGE
1.	Prior experience in broadcasting multi-sport or multi-venue, large scale sports events in or outside India;	(20)
2	Prior experience in producing multi-sport or multi-venue, large scale sports events in or outside India;	(20)
3.	Aggregate marketing spent on broadcasting multi-sport or multi-venue, large scale sports events in or outside India. (Only events mentioned at point 1 and 2 above are applicable)	(20)

4.	Viewership reach of the sports television channels on which the Event shall be broadcast (average viewership reach for the immediately preceding six months)	(20)
5.	User base of the Digital Platform on which the Event shall be streamed (average users over the immediately preceding six months)	(20)
	Total	(100)

- 14.1.3 The Bids will be evaluated based on evaluation of technical Bids of each Bidder, as per the following criteria: -
 - 14.1.3.1 For each of criterion 1) and 2) above, the scores will be granted in the following weights:
 - i. International multi-sport event (40%)
 - ii. International single-sport multi-venue event (25%)
 - iii. International single-sport single-venue event (20%)
 - iv. Any domestic multi-sport event (10%)
 - v. Any domestic single-sport multi-venue event (5%)
 - 14.1.3.2 For each of criterion 3), 4) and 5) above, the Bidder who submits the documents in support of highest marketing spend/viewership reach/user base shall get the maximum score under that criterion and the bids of the other Bidders shall be granted scores in proportion to the Bid of the highest Bidder.
 - 14.1.3.3 A Bidder must get a minimum of 70 points in the Technical Evaluation to qualify to proceed to opening of commercial bid

14.2 Commercial Bid

14.2.1 <u>Media Rights Fee (Minimum bid of INR 1 Rs per edition for both KIUG and KIYG)</u>

- a) Bidders are required to submit bids for the proposed Media Rights Fee for each Edition of the Event during the Rights Period the media rights fee should be quoted separate for Five (5) editions of Khelo India University Games (KIUG) and Four (4) editions of Khelo India Youth Games (KIYG).
- b) Media Rights Fee proposed shall be quoted in Indian Rupees and shall exclude indirect taxes (such as GST etc).
- c) Bidders should submit their financial bid as per the format of Commercial Bid set out below.

d) For Khelo India University Games (KIUG) - 5 Editions

SR. NO.	EDITION / YEAR	FEES (IN INR)
1.	Edition 1	(a)
2.	Edition 2	(b)
3.	Edition 3	(c)
4.	Edition 4	(d)
5.	Edition 5	(e)

e) For Khelo India Youth Games - 4 Editions

SR. NO.	EDITION / YEAR	FEES (IN INR)
1.	Edition 1	(a)
2.	Edition 2	(b)
3.	Edition 3	(c)
4.	Edition 4	(d)

14.2.2 <u>Marketing / Promotional Spend (Minimum bid of INR 3 crores cash spend per edition for both KIUG and KIYG)</u>

a) For Khelo India University Games (KIUG) – 5 Editions

Sr. No.	Edition	Promotional spend (in INR)		Total committed promotional spend
		On Home Network	On 360-degree marketing activities outside of the network	
1.	Edition 1	(A)	(B)	(A) + (B)
2.	Edition 2	(C)	(D)	(C) + (D)
3.	Edition 3	(E)	(F)	(E) + (F)
4.	Edition 4	(G)	(H)	(G) + (H)
5.	Edition 5	(1)	(J)	(I) + (J)

For Khelo India Youth Games (KIYG) – 4 Editions

Sr.	Edition	Promotional spend	(in INR)	Total committed
No.				promotional spend
		On Home	On 360-degree	
		Network	marketing	
			activities outside	
			of the network	
1.	Edition 1	(A)	(B)	(A) + (B)
2.	Edition 2	(C)	(D)	(C) + (D)
3.	Edition 3	(E)	(F)	(E) + (F)
4.	Edition 4	(G)	(H)	(G) + (H)

14.2.3 <u>Inventory Support (Minimum bid of INR 10 crores per edition for both KIUG and KIYG)</u>

a) For Khelo India University Games (KIUG) - 5 Editions

SR. NO.	EDITION / YEAR	FEES (IN INR)
1.	Edition 1	(a)
2.	Edition 2	(b)
3.	Edition 3	(c)
4.	Edition 4	(d)
5.	Edition 5	(e)

b) For Khelo India Youth Games – 4 Editions

SR. NO.	EDITION / YEAR	FEES (IN INR)
1.	Edition 1	(a)
2.	Edition 2	(b)
3.	Edition 3	(c)
4.	Edition 4	(d)

14.2.4 Production Rights

Multicity production shall be undertaken by the bidder in the host state. The telecast feed is to be provided to SAI / or on SAI's request to the agencies which are authorised by SAI.

The details of the production obligations are mentioned in **Annexure B**

14.2.5 The Bids will be evaluated based on evaluation of Commercial Bids of each Bidder, as per the following criteria: -

- 14.2.5.1 The aggregate Media Rights Fees and Promotional Spend shall be evaluated based on Net Present Value using a discount factor of 10%.
- 14.2.5.2 The Bid of the Qualified Bidder who submits the highest commercial value will be rated as the 'Best Bid' and will be declared as the successful Bidder for the grant of the Media Rights for the Event. If one or more Bidders have submitted the same Commercial Value, the Bid with the highest technical score (St) will be rated as the 'Best Bid'.
- 14.2.5.3 Further, if one or more Bidders with the same Commercial Value also have the same technical score (St), SAI may, in its sole direction, declare any one of such Bidders as the successful Bidder. SAI may also exercise its discretion in declaring the successful Bidder by evaluating whether: (a) the commercial Bid of the Bidder rated as having submitted the 'Best Bid' is in accordance with the requirements set out in the RFP; and (b) the Bidder winning the 'Best Bid' is adequately equipped to perform the services in a satisfactory manner.

15. DECLARATION OF SUCCESSFUL BIDDER; SIGNING OF CONTRACT

- 15.1 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. SAI will also send to the successful Bidder, a draft of the License Agreement, along with the notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the License Agreement and each party shall retain one original of the signed License Agreement. It is clarified that the License Agreement will incorporate the provisions, intent and principles of the RFP and the Bid submitted by the successful Bidder.
- 15.2 The failure of the successful Bidder to agree to the terms and conditions of the License Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals. Further, since the License Agreement only consists of provisions of RFP and Bid and then also the successful bidder fails to sign the agreement then his bid will be cancelled, and penal provisions as stated in EMD declaration shall be applicable.
- 15.3 Upon the successful Bidder and SAI duly signing the License Agreement and the Licensee furnishing the Performance Security, as set out in Clause 16, to SAI, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder.
- 15.4 <u>Term of the License Agreement:</u> The License Agreement shall commence on the date of its execution and shall be valid and subsisting during the Term.

16. PERFORMANCE SECURITY

- 16.1 To ensure the due performance of the awarded contract, the Licensee shall, within 7 (seven) days of entering into the License Agreement with SAI, furnish an irrevocable bank guarantee for an amount of Rs 2,00,00,000 (Two Crore) ("Performance Security").
- 16.2 All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Licensee. No interest will be payable on the Performance Security by SAI.
- 16.3 Material failure on the part of the Licensee, which is not cured within reasonable time of receiving a written notice of such failure from SAI, to comply with the requirements of the scope of services specified in this RFP, shall constitute sufficient grounds for the enforcement of the Performance Security by SAI to the extent of its loss.
- 16.4 The Licensee shall replenish the Performance Security within seven days of invoking of the Performance Guarantee.
- 16.5 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 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., 5 years) 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.
- 16.6 It is hereby clarified that the Performance Security shall be capable of being renewed by the Licensee during the period of the agreement (i.e., 4/5 years whichever applicable), provided that the Performance Security of Rs. 2,00,00,000 (Rupees Two Crore Only) always remains valid and in existence during the period of the agreement (i.e., 4/5 years whichever applicable).

17. TERMS OF PAYMENT

17.1 The Media Rights Fees shall be paid by the Licensee to SAI for each Edition of the Event in the following manner:

For Khelo India University Games (KIUG)

- For first Edition, 50% of the quoted Media Rights Fee at the time of signing of the License Agreement, and the balance 50% within two months from the date of commencement of the first Edition; and
- II. For subsequent Editions (except the fifth Edition) 50% of the quoted Media Rights Fee two months prior to the scheduled date of Event and 50% within two months from the date of commencement of each subsequent Editions (except the fifth Edition).
- III. For the fifth Edition, 100% of the quoted Media Rights Fee two months prior to the date of commencement of the fifth Edition.

For Khelo India Youth Games (KIYG)

- I. For first and second Edition, 50% of the quoted Media Rights Fee at the time of signing of the License Agreement, and the balance 50% within two months from the date of commencement of the first and second Edition; and
- II. For third edition 50% of the quoted Media Rights Fee two months prior to the scheduled date of Event and 50% within two months from the date of commencement.
- III. For the fourth Edition, 100% of the quoted Media Rights Fee two months prior to the date of commencement.

Licensee will be permitted to deduct TDS on the Media Rights Fee as per Applicable law. SAI will raise necessary invoice at least 30 days prior to the payment due date.

18. OTHER TERMS AND CONDITIONS OF THE BID

- 18.1 All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- 18.2 Save as expressly authorized by SAI in writing, the Licensee shall not, without the prior express approval of SAI, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI.
- 18.3 Save as expressly authorized by SAI in writing, the Licensee shall not, without the prior express approval of SAI, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI.
- 18.4 The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by SAI.
- 18.5 The Bidder must strictly comply with all terms and conditions prescribed herein.
- 18.6 SAI reserves the right to call upon any or all the Bidders to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.
- 18.7 SAI is under no obligation to declare the Bidder quoting the highest Media Rights Fees as the successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily based on the documents / information provided by the Bidder) shall be material criteria for awarding the contract.
- 18.8 The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of SAI, such offices, and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of services.
- 18.9 Privileges: The Licensee shall also have the following rights:
 - 18.9.1 right to use the phrase 'Media Partner of the Khelo India University Games' during the Term; and

- 18.9.2 performance certificate to be issued by SAI to the Licensee upon the satisfactory discharge of its services in respect of each Edition of the 'Khelo India University Games'.
- The SAI shall have right to use Licensee logo in all its publicity campaign as "Media Partner of the Khelo India University Games and Khelo India Youth Games along with schedule of broadcast.
- 18.10 Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The courts of Delhi shall have sole/ exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI.
- 18.11 It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors.

19. DETAILS OF THE EVENTS

To enable the Bidder to evaluate this RFP and submit a meaningful Bid, and to enable the Licensee to exercise the Media Rights and meet its obligations, SAI hereby commits the following in relation to the Event:

19.1 SAI shall conduct 5 (five) annual Editions of the Khelo India University Games and 4 (Four) Khelo India Youth Games during the Term, with 1 (one) Edition each of the Event being held every calendar year

19.2 Working Committee

- 19.2.1 SAI shall constitute a working committee for the organisation of the Event ("Working Committee") within 15 days of the award of the Bid, with such Working Committee to include at least 1 (one) representative of the Licensee and to jointly deliberate and decide on: (a) the scope of the Event (including the schedule, format and structure of the Event); (b) Games to be included or excluded and (c) proposals for the promotion and marketing of the Event; and
- 19.2.2 SAI, in conjunction with the Working Committee, shall finalize the precise schedule of each Edition of the Event during the Term (other than the first Edition) at least [120 (one hundred and twenty) days] prior to the commencement of such Edition.
- 19.2.3 SAI and the Licensee shall hold a workshop not less than 90 days (45 days in the first year) to the commencement of that year's Edition, to share previous year learnings and action points, respective on-ground, Event related, marketing and distribution plans and co-ordinate activities to ensure the overall success of the Event.
- 19.2.4 The Licensor and Licensee shall hold a workshop not less than 45 days (25 days in the first year) to the commencement of that year's Edition which includes other key partners, including EMA, National Sports Federations, University/college Games Federations, Program Partners, State Sports Federations etc.
- 19.2.5 Notwithstanding the above, the discretion of SAI shall prevail in regard to the Games, particularly in respect of scheduling, format, number and choice of Games and venues.
- 19.2.6 The working committee shall meet every two months to discuss activities and opportunities to promote the KIYG and KIUG games, especially between two Events. These discussions in good faith shall also include the provisions of marketing plans and materials with partners.
- 19.3 SAI shall provide all the support to the Licensee as set out in Annexure B, the costs in relation to which shall be borne entirely by SAI.
- 19.4 If any of these commitments during any Edition of the Event are not met due to any reason (including occurrence of any Force Majeure), there shall be a good faith discussion between SAI and the Licensee for change in the Media Rights Fees payable by the

Licensee to SAI;

20. GENERAL CONDITIONS OF THE CONTRACT

20.1 The general conditions of contract, set out in this Clause 19, shall be incorporated in the License Agreement, and shall apply to the extent that the provisions in other parts of the RFP do not supersede them.

20.2 General Provisions:

20.2.1 Exclusivity

Except as otherwise set out in this RFP and the License Agreement, the Media Rights shall be granted exclusively to the Licensee in relation to the Territory.

20.2.2 Relationship between the parties:

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent between SAI and the Bidder. The Bidder, subject to the provisions of the RFP or the License Agreement, has complete charge over the personnel delivering the services and shall be fully responsible for the services performed by them or on their behalf.

20.2.3 Headings:

Headings shall not limit, alter, or affect the meaning of this RFP.

20.2.4 Notices

- i. Any notice, request or consent required or permitted to be given or made pursuant to this RFP shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post or facsimile or email transmission to such party at the address, facsimile number or email address specified.
- ii. A party may change its details for notice hereunder by giving the other party 7 (seven) days' prior written notice of such change.

20.2.5 Location

The services shall be performed at such locations as are determined in accordance with the terms of this RFP or the License Agreement.

20.2.6 Authorized representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this RFP by SAI or the Bidder may be taken or executed by the authorized representatives of each party.

20.2.7 Taxes and Duties:

The Bidder shall be liable to bear any direct and indirect taxes, including GST, as applicable, duties, fees, cess, surcharge, levies and other impositions levied under Applicable Law, save that each party shall be liable to bear its own income taxes and all payments shall be subject to tax (including goods and service tax, as applicable) to be deducted at source.

20.2.8 Measures to be taken by SAI:

- i. It is SAI's policy to require that SAI as well as the Bidders and all its members observe the highest standard of ethics during the execution of the License Agreement. In pursuance of this policy, SAI, defines, for the purpose of this provision, the terms set forth below as follows:
 - "Corrupt practice" means the offering, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a SAI official in the selection process or in contract execution;
 - "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - "Collusive practices" means a scheme or arrangement between 2 (two) or more Bidders, with or without the knowledge of SAI, designed to establish prices at artificial, non-competitive levels; and
 - "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- ii. SAI may terminate the arrangement if it is determined at any time that representatives of the Bidders were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract/ License Agreement.
- iii. SAI may also impose sanctions against the Bidder, namely declaring the Bidder ineligible for the award of the contract, if SAI, at any time, determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any SAI financed contract or event. Also, penalty such as debarment in participation of future SAI tenders for a limited period or forfeiture Performance Security shall be imposed on the Bidder as well.

20.3 Commencement, Completion, Modification or Termination of the License Agreement:

20.3.1 Effectiveness of the License Agreement:

The awarded contract shall come into force and effect on the date of execution of the License Agreement.

20.3.2 Commencement of Services:

The Bidder shall begin carrying out the services in terms of the License Agreement.

20.3.3 Entire Agreement:

The RFP and the License Agreement contain all covenants, stipulations and provisions agreed to by the parties. No agent or representative of either party has the authority to make, and the parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein or in the License Agreement.

20.3.4 Modifications or Variations:

Any modification or variation of the terms and conditions of the License Agreement, including any modification or variation of the scope of the services, may only be made in writing by mutual agreement between the Licensee and SAI.

20.3.5 Force Majeure

i. Definition:

- a. For the purposes of this RFP, "Force Majeure" means an event which is beyond the reasonable control of SAI or the Government of India or the Bidder, is not foreseeable, is unavoidable and not brought about by or at the instance of SAI or the Bidder claiming to be affected by such event and which has caused the non-performance or delay in performance, and which makes SAI's or the Bidder's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civildisorder, earthquake, fire, explosion, storm, flood, quarantine or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where SAI or the Bidder has the power to prevent such strikes, lockouts or other industrial action), confiscation or any other action by government agencies.
- b. Force Majeure shall not include: (a) any event which is caused by the negligence or intentional action of the affected party or its agents or employees; (b) any event which a diligent person could reasonably have been expected to take into account at the time of entering into this

arrangement, and avoid or overcome in the carrying out of its obligations hereunder; or (c) insufficiency of funds or inability to make any payment required hereunder.

ii. Measures to be taken

- a. Any person affected by an event of Force Majeure shall continue to perform its obligations under the License Agreement as far as reasonably practicable and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. If a party is affected by an event of Force Majeure, it shall notify the other party of such event as soon as possible, and in any case, not later than 3 (three) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a party is required to, pursuant to the License Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action because of an event of Force Majeure.
- d. During the period of their inability to perform the obligations because of an event of Force Majeure, the affected party shall either demobilize or continue with the services to the extent possible, in which case the affected party shall continue to be paid proportionately and on a pro rata basis, under the terms of the License Agreement.
- e. In the case of any dispute between the parties as to the existence or extent of a Force Majeure event, the matter shall be settled in accordance with the provisions of Clause 20.8.

20.3.6 Suspensions

Each party may, by written notice of suspension to the other party, suspend all performance of its obligations under the License Agreement, if such other party fails to perform any of its obligations under the License Agreement, provided that such notice of suspension: (a) shall specify the nature of the failure; and (b) shall allow the other party to remedy such failure, if capable of being remedied, within a period not exceeding 30 (thirty) days after receipt of such notice of suspension.

20.3.7 Termination

20.3.7.1 SAI may terminate the License Agreement by serving written notice:

I. if the Licensee is in breach of any of the terms and conditions of the Tender documents including License Agreement and fails to remedy a breach in the

performance of its obligations under the License Agreement within 15 (fifteen) days of receipt of such notice or within such further period as the SAI may have subsequently approved in writing;

- II. if the Licensee becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the License Agreement;
- III. if the Licensee fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 20.6.2;
- IV. if the Licensee is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the License Agreement;
- V. if the Licensee submits to SAI a false statement which has a material effect on the rights, obligations or interests of SAI; or

20.3.8 Each Party has a right to terminate the License Agreement upon occurrence of an event of Force Majeure;

20.3.9 Cessation of Rights and Obligations:

Upon the termination of the License Agreement or upon expiration of the License Agreement, all rights and obligations of the parties hereunder shall cease, except: (i) such rights and obligations as may have accrued on the date of termination or expiration; (ii) the obligation of confidentiality set forth in relation to the parties; (iii) any right which a party may have under Applicable Law. Further any advance paid by the Licensee, prior to termination by the Licensee in accordance with Clause 19.3.7 ii above, will be immediately refunded to the Licensee. Cessation of Services:

Upon termination of the License Agreement by either party, the Licensee shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner. With respect to documents prepared by the Licensee and equipment and materials furnished by SAI, the Licensee shall proceed as instructed by SAI.

20.3.10 Payment upon Termination

Upon termination of the License Agreement for any reason whatsoever, each party shall pay to the other any unpaid or accrued dues (including any advances received by it).

20.3.11 Disputes about Events of Termination:

If either party disputes whether an event warranting termination has occurred, such party may, refer the matter to arbitration under Clause 20.6.2, Obligations of

the Licensee:

20.3.12 Standard of Performance:

The Licensee shall perform the services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with the best accepted professional standards and practices, and shall observe sound management practices and employ appropriate technology.

20.3.13 Reporting Obligations:

The Licensee shall submit to SAI the reports and documents specified in the License Agreement, in the form, in the numbers and within the time periods set forth therein. Final reports shall be delivered in hard copies specified thereof.

20.3.14 Insurance taken out by the Bidder:

The Licensee shall take out and maintain adequate insurance, at its own cost, covering its risk under the License Agreement.

20.4 Assistance by SAI

SAI shall use its best efforts to:

- 20.4.1 provide the Bidder with work permits and such other documents as may be necessary to enable the Bidder to perform the services;
- 20.4.2 promptly provide support to foreign personnel or foreign consultants or professional engaged by the Bidder for the provision of the services for all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- 20.4.3 issue to its officials, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective delivery of the services; and
- 20.4.4 provide to the Bidder any other assistance required for the provision of the services.

20.5 Fairness and Good Faith:

20.5.1 Good Faith:

The parties undertake to act in good faith with respect to each other's rights under the arrangement and to adopt all reasonable measures to ensure the realization of the objectives of the arrangement.

20.5.2 Operation of the License Agreement:

The parties recognize that it is impractical for the RFP or the License Agreement to provide for every contingency which may arise during the Term, and the parties

hereby agree that it is their intention that the RFP and the License Agreement shall operate fairly as between them, and without detriment to the interest of either party.

20.6 Settlement of Disputes

20.6.1 Amicable Settlement:

In the event a dispute arises between the parties in relation to any matter under the RFP or the License Agreement, either party may send a written notice to the other party. The party receiving the notice shall be required to respond to such notice in writing within 72 (seventy two) hours of receipt, failing which and if the dispute cannot be amicably settled within the aforementioned time period, the parties shall proceed to arbitration under Clause 20.6.2 below.

20.6.2 Arbitration:

- i. In the case of a dispute arising in connection with the License Agreement or the RFP, which has not been settled amicably within the stipulated time period set out in Clause 20.6.1, either party may refer the dispute for arbitration under the (Indian) Arbitration and Conciliation Act 1996. Such dispute shall be referred to the sole arbitrator to be appointed at the sole discretion of the Secretary (Sports), Govt of India upon taking into consideration the suggestions provided by both, the SAI and the Licensee.
- ii. The seat of the arbitration shall be in Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- iii. The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitration, as determined by the arbitrators, shall be borne equally by SAI and the Bidder. However, the expenses incurred by each party in connection with the preparation for such arbitration proceedings shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

20.7 Intellectual Property Rights:

All right, title and interest in and to all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable work products, marketing and business ideas, and all improvements, know-how, data, rights and claims related to the foregoing, which are conceived, developed or created with the conceptual inputs, financing or materials provided by a party ("Intellectual Property"), whether or not registered or registrable, patented or patentable, shall be held and owned solely by such party. The Bidder shall mark all

SAI's IP with KIUG's and KIYG copyright. If the Bidder should otherwise, including by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any IP of KIUG or KIYG, the Bidder hereby assigns and otherwise transfers and agrees to assign and otherwise transfer to SAI, without further consideration, SAI's entire right, title and interest in and to each and every such IP of SAI. The Bidder hereby waives any so-called "droit moral" rights, "moral rights of authors" and all other similar rights the Bidder may have in any IP of SAI, however denominated, throughout the world.

Notwithstanding anything as contained in the RFP/License Agreement, all Intellectual Property Rights shall for all purposes stand vested in SAI, and the Licensee shall be granted a bare license in terms of the License Agreement.

20.8 Non-collusive Binding Certification:

- 20.8.1 By submission of this Bid, the Bidder and each person signing on behalf of the Bidder certifies, under terms of perjury, that to the best of his/her knowledge and belief:
 - The amounts of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such amounts with any other Bidder or with any competitor;
 - ii. Unless otherwise required by Applicable Law, the amounts which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of the Bid, directly or indirectly, to any other Bidder or to any competitor; and
 - iii. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.
- 20.8.2 A Bid shall not be considered for award, nor shall any award be made where Clauses 20.11.1, 2 and 3 have not been complied with; provided however, that if in any case, the Bidder(s) cannot comply with the foregoing certification, the Bidder shall so state and furnish a signed statement which sets forth in detail the reasons therefore.

20.9 Sub licensing

The Licensee will be entitled to partly sub-licence its rights or obligations under the License Agreement, provided that the Licensee shall continue to be responsible and accountable to SAI for its obligations despite any such sub-licence.

20.10 Conflict of Interests

The bidder should hold SAI interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reason the bidder shall promptly disclose the same to SAI and seek its instructions.

20.11 Miscellaneous:

- 20.11.1 The failure at any time of the Licensee or SAI to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions.
- 20.11.2 The Bidder shall notify SAI of any material change in its corporate status, especially where such change would impact the performance of the obligations undertaken under the License Agreement or the RFP.
- 20.11.3 Each party shall, at all times, indemnify and keep indemnified the other party, against all claims / damages for any infringement of any intellectual property rights by it of the other party.
- 20.11.4 Each party ("Indemnifying Party") shall, at all times, indemnify and keep indemnified the other party ("Indemnified Party"), against any claims against the Indemnified Party in respect of any damages or compensation as a consequence of any accident or injury sustained or suffered by the Indemnifying Party's employees or agents or by any other third party resulting from or by any action, omission or operation by or on behalf of the Indemnifying Party.
- 20.11.5 The Indemnifying Party shall, at all times, indemnify and keep indemnified the Indemnified Party against any and all claims against the Indemnified Party made by employees, workmen, contractors, sub-contractors, suppliers, agents, employed, engaged or otherwise working for the Indemnifying Party, in respect of wages, salaries, remuneration, compensation and the like.
- 20.11.6 All indemnity claims shall survive the termination or expiry of the Term.

ANNEXURE A – OTHER RIGHTS

		The right to transmit the Event on a replay, deferred and/or delayed basis in full or							
a) R	Replay	in part (including as edited, cut down repeats) by means of Television and Digital							
		Transmission.							
b) (Clips and	The right to transmit coverage of the Event as Clips and Highlights by means of							
1	Highlights	Television and Digital Transmission.							
	3 3 3	The state of the s							
r	nteractive rights and gaming rights	 The right to transmit audio-visual coverage of the Event with interactivity functionality that provides an enhanced or specific viewing experience of the Event, or any other form of enhancement developed from time to time which may be accessed by individual viewers on demand or request, during the Term, e.g. voting, switching between match feeds, data overlay, participation in competitions/contests /promotions etc. The right to provide services to viewers in the course of viewing a transmission of any Event to enable such viewers to (i) access on demand data and/or information regarding any Game or a series of Games or the teams or the players participating in the Event or (ii) place orders for and/or carry out any revenue generating activity during the transmission. The right to create or operate or exploit any competition, quiz, contest or any game, including video games, electronic games and interactive media, based on the Event. 							
d) F	ixed media	The right to transmit coverage on home video, DVD, laser disc, VCD and any							
′	rights	other means of fixed electronic storage.							
e) Theatrics and commercial premises rights		The right to transmit audio-visual or audio coverage of the Event via any means or platforms now known or hereinafter developed during the Term for exploitation at theatres or other public or private venues (including stadiums, parks, hospitals, governmental buildings or venues, etc) internal or external presentations, tradeshows and in any other commercial establishment or premises (including restaurants, cafes, shopping malls, bars, schools, sports and social clubs, leisure centres etc) military bases (namely camps, barracks and other similar accommodation used by overseas armed forces as their living quarters) via any other means of public exhibition.							
f) F	Radio rights	The right of radio delivery meaning the transmission of audio-only coverage of the Event in analogue or digital form including by means of wireless telegraphy, including without limitation radio transmission in the FM and AM frequency bans,							

		satellite radio, the world wide web and/or via the internet and/or via television
		diffusion ("Radio Rights") including the right to create commentary for exhibition
		by way of the Radio Rights.
g)	Still image	
	promotional	The right to use still shots from the coverage or other images of the Event for the
	_	production of posters, flyers and other promotional material.
	rights	
		The right to use the audio-visual coverage of any previous University/ college /
h)	Archive	
	Rights	district / state / national level events / games organized by or on behalf of SAI
	_	before the Term ("Archive Content"), to market and promote the Event.
		The right to use data relating to the Event, and also the data of any previous
i)	Data rights	University/college / district / state / national level events / games organized by or
	J	on behalf of SAI.
	NO 4 1 114	on behalf of SAL
j)	Virtual reality	The right to transmit coverage of the Event in virtual reality format.
	rights	
	0	The right to transmit and display on a live or delayed basis the video scorecard
K)	Scorecard	and/or the audio scorecard in relation to each Game.
I)	Editorial	The right to create and make available text commentary and other editorial
,		, ,
	descriptions	descriptions of the Event (whether graphical or textual).
		The right to make available any form of text-based alert, competition, game,
m)	Mobile	fantasy league, predictor game, application or other activation that uses the
	activation	
	rights	branding relating to the Event or otherwise is directly or indirectly associated with
	-	the Event and that is exploited via mobile technology or internet technology.
		The right to transmit right to transmit coverage of the Event live and in full, or on a
n۱	On-board	replay, deferred and/or delayed basis in full or in part (including as edited, cut
,		
	rights	down repeats) in trains and other forms of transport which offer transportation to
		and from destinations.
0)	Non-game	The right to access any behind the scenes coverage or to conduct interviews of
	•	players, their support staff and organisers.
	oomon ngmo	players, their support stair and organisers.
p)	Trademarks	The right to use the KIUG Mark and logos in connection with the exercise of its
	and logos	rights.
	D	The right to promote and advertise its services and itself as the official media
q)	Promotion	partner of SAI for the Event.

ANNEXURE B| DETAILS OF IDENTIFIED GAMES TO BE BROADCASTED

- 1. For First Edition and Second Edition under this contract, the production obligation is to produce 8 (eight) sports live across multiple venues with a minimum requirement of 3 (three) production kits ("Production Kits") for the duration of the games with the latest available technologies.
- 2. From Third Edition onwards, the baseline production obligation is to produce feed for 10 (ten) sports live across multiple venues, requisite number of production kits.
- 3. 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.
- 4. It is also mandatory to provide Clips or Highlights coverage of the other Games which are not covered live; such Clips or Highlights are to be inserted into the live Feed suitably.
 - A minimum of 30-minute daily highlights covering the match day shall be inserted into broadcasting / OTT feed.
 - Minimum of five (5), thirty (30) seconds highlights per game shall be inserted into broadcasting / OTT feed
 - A minimum of ten (10) key moments clips of sixty (60) seconds shall be inserted into broadcasting / OTT feed and can be shared with **Sponsorer** for Promotion and Marketing purposes.
- 5. During the Contract Term, the mandatory obligation is to Broadcast 7 (seven) hours per day (out of which minimum of 5 (five) hours will be live), on Television and Digital Platforms. It is hereby clarified that obligation to Broadcast a minimum of five hours per day of live content will only apply if at least five hours of live content is available on that day.
- 6. SAI commits that the production and Broadcast obligations shall not extend to more than 15 days in any Edition.

ANNEXURE C - SUPPORT TO BE PROVIDED BY SAI

SAI will provide the following support to the Licensee at no additional cost to the Licensee:

- SAI will be responsible for procuring the venue for each Edition of the Event. KIUG / KIYG shall
 provide the Licensee access to the venue as may be required by the Licensee for exercising the
 Media Rights and performing its services.
- 2. SAI shall provide to the Licensee 10 (ten) hospitality tickets and 50 (fifty) general admission tickets for each Game, and 10 (ten) premium passes for each Ceremony subject to maximum of 5% of the capacity in premium category and 2% in general admission category.,
- 3. SAI will procure all necessary governmental and/or regulatory approvals and licenses for the conduct and implementation of the Event, including such approvals and licenses as may be required by the Licensee for the implementation of the Event.
- 4. In each Edition of the Event, at least 20% (twenty per cent) of the competitions to be televised live will be played at prime time (that is, scheduled to start between 6:00 PM and 11:00 PM IST).
- 5. SAI shall set-up a dedicated team of 4 (four) individuals, who shall liaise with the successful Bidder in relation to the Event.
- 6. Any approvals sought by the Licensee in the course of its services shall not be unreasonably withheld or delayed, and any grant or rejection of such request for approval shall be communicated in writing forthwith to the Licensee with reasons therefor.
- 7. SAI will be responsible to conduct on-ground events of international standards as per the format and schedule agreed post consultation with the Licensee.
- 8. SAI will be responsible for Venue management including:
 - a. development of venues where Games are proposed to be held, maintenance, power, lighting, air conditioning etc.
 - b. Production stands, rooms and other facilities at the venue as requested by the Licensee.
 - c. Arranging free of cost access to Venues for the Licensee's employees and contractors for the purpose of production of Feed and broadcast of the events.
- 9. SAI will market each Edition of Event on its social media platforms and official government platforms.

21. ANNEXURE D – RESERVED RIGHTS

c) Appointment of Event Sponsors		The right to appoint Event Sponsors for all Editions of the KIUG and KIYG
b) Archive content		The right to transmit Archive Content on Khelo India Website for exploitation on a non-commercial basis. Storage of raw footages/ content and processed content (video packages) etc. for the purpose of archive in digital formats. The Agency will submit the archived content to SAI within 15 (fifteen) days in an external hard disk.
a)	Clips and Highlights	The right to transmit non-live coverage of the Event Clips and Highlights on Khelo India Website of up to a maximum of [10 (ten)] minutes per day of the Event of that day, after transmission of the relevant segment of the Event by the Licensee, on a non-exclusive basis for exploitation on a non-commercial basis.

22. ANNEXURE E – PRODUCT SPECIFICATIONS

Camera and	8x Complete Camera Chain with Tripod; including wheels as may					
Lenses	be necessary					
Lenses						
	2x 75X lenses, 1x 40X lens, 2x 22X lens, 2x 14J lens, 1x Fisheye Lens					
	At least 2 kits will need a super slow motion/ultra-motion camera.					
	One of the cameras with lens 75X can be used a super slow					
	motion / ultra-motion camera					
Replay System	2 XT3 EVS replay machines, networked and with all relevant					
	licenses					
Audio	Minimum 48 Channel digital audio mixer					
	Effects Mics to pick ambience from playing field and audience stand					
	Mics on Cameras					
	Handheld mics with Event branding for interviews, Toss etc					
	IFB for guest and presenter					
	Commentary Unit with lip mics and all necessary accessories					
Other	Vision Desk 2 ME with sufficient inputs and AUX, RAM for clip					
Equipment	storage and playback with Micros					
	Live Graphics and scoring system (animation, 3 D GFX), score bug, clock, full pages, lower third					
	Power supply with redundancy (UPS) and proper distribution (two generators)					
	Communications with all relevant production crew					
	3 X Multiview programmable/Monitor wall/Monitors for all positions					
	Audio Video Router					
	Audio Video Cables					
	Power cables					
	Uplink HD 9 MZ (Kit and space)					
	GPS clock					
	Recorders for archive x 2					

Crew	Relevant crew with appropriate sports experience to man all positions.							
Commentators	Relevant commentators and presenters with experience of							
and Presenters	international events, multiple sports discipline events and knowledge of each specific sport of KIUG							
	The Commentator shall cater to multi language requirement. Commentators shall be approved by SAI at least 15 days before the event.							
Look and feel	To be in sync with on-ground look.							
	Opening Titles, Bumpers and all Live Graphics templates must have an international look and feel							
Embellishments	1x Super Slow/ Ultra Motion Camera							
	Intelligent Lights (only for indoor games)							
Non-Live events	ENG kits with edit facilities for color and outside stories							

23. ANNEXURE F – FORM OF UNDERTAKING

То

Sr. Director (KI)

Khelo India Division
[Sports Authority of India,
I/WE <insert name=""></insert>
of <insert address="" business=""></insert>
hereby submit our Bid in response to the Request for Proposal (RFP) to acquire media rights for the 5 (five) editions of the 'Khelo India University Games' and 4 (four) editions of 'Khelo India Youth Games' and undertake to provide services related to media rights as we will be reasonably required to perform in accordance with our Bid, the RFP requirements and the License Agreement to be signed by us. I/We understand that SAI reserves the right to accept / reject any application and the selection is at the sole discretion of SAI.
Signature:
Name (in full):
Name of Organization:
Title:
Date:

24. ANNEXURE G – BID SECURING DECLARATION FORM

Date:		RFP No:
То		
Senior I	Dir	ector (KI)
Khelo Iı	ndi	a Secretariat,
Staircas	se	No.5
JLN Sta	adiu	um Complex,
Lodhi R	loa	d, New Delhi – 110003
I/We ur Declara		rstand that, according to your conditions, bids must be supported by a Bid Securing n.
		pt that I/We may be disqualified from bidding for any contract with you for a period of one yea ate of notification if I am /We are in a breach of any obligation under the bid conditions as
	a)	withdraws/modifies/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
	b)	having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
		(i) fail or refuse to execute the contract, or
		(ii) fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.
I/We ur Bidder		rstand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful upon
	a)	the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document; or
	b)	thirty days after the expiration of the validity of my/our Bid.
Signed:	(ir	nsert signature of person whose name and capacity are shown)
in the c	ара	acity of: (insert legal capacity of person signing the Bid Securing Declaration)
Dated o	n	day of (insert date of signing)

Corporate Seal (where appropriate)

Agenda Item No. 6

<u>Procurement of Sports Kits/Apparels for Upcoming Khelo India Games Youth Games 22 from M/s. TK Sports Pvt. Ltd.</u>

With the approval of the Governing Body in its 55th Meeting, a contract for procurement of Sports Kits/Apparels for 2021 edition of Khelo India Games, Khelo India Academies and NCOEs at a maximum cost of Rs. **16,79,54,593.95/-** was executed with M/s. TK Sports Pvt. Ltd, effective from 08.12.21. The contract is valid for a period of 01 year i.e. till 07.12.22, extendable by one year at the discretion of SAI under same terms and conditions. (Notification of Award enclosed.) The current utilization of the above approved amount is at Rs. 13,28,74,759/-.

The 2022 edition of Khelo India Youth Games is to be held in Jan-Feb 2023 and the Sports Kits/apparel for the athletes are to be procured as per the requirement. The detailed requirement has been enclosed at **Annexure A.** Khelo India Division has expressed urgency for the same as apparels are needed latest by 15th Jan 2023. Further, in view of the time taken, for finalising the previous tender (more than six months) and delivery period of 40days (for 80% quantity) and 50 days (for remaining 20% quantity), it does not seem possible that the same can be met by way of fresh tender enquiry.

Accordingly, the following proposal is submitted for concurrence of FC.

- A. To meet the requirement of Khelo India Youth Games 22 for line items as detailed at **Annexure B** through the existing contract with M/s. TK Sports Pvt. Ltd. vide Notification of Award no. 1(3)/SAI/ES/2020-21/IFB-086/460/218 dated 08.12.2021 by way of utilising the remaining quantity and also invoking the Clause 30 Variation of Quantities at the time of award/ Currency of Contract, Section VII General Conditions of Contract in RFP (Option Clause) which allows SAI to order up to 25% above the awarded quantities at an addition financial implication of Rs. 32,76,034/- beyond the prior approved amount of Rs. 16,79,54,593.95/-
- B. To meet the requirement of Khelo India Youth Games for line items as detailed at **Annexure** C through extension of Contract by way of fresh Agreement with M/s. TK Sports Pvt. Ltd, as per Clause 4, Section VII, General Conditions of Contract of the RFP as the quantities exceed the limit of Option Clause in the existing tender for a total financial implication of Rs. 1,43,63,603/-

The summary of the procurement being made from M/s. TK Sports Pvt. Ltd. is tabulated below for kind reference.

S		
No	Description	Amount (INR)
1	Amount Approved by GB	□ 16,79,54,593.95
2	Utilisation so far	□ 13,28,74,759.00
	Amount proposed to be	
3	utilised by way of Option	□ 3,83,55,870.00

	Clause	
	Amount proposed to be utilised by way of Fresh	
4	Contract	□ 1,43,63,603.00
To	tal Amount being utilised for	
Ki	ts from the contract with M/s.	
	TK Sports	□ 18,55,94,232.00

As per delegation of financial powers for purchase of sports kits, DG - SAI is empowered up to Rs. 5 crores in each case. Accordingly, the existing contract was executed with the concurrence of FC and the Approval of GB for the proposal, and thus, the current proposal as detailed above, is submitted for concurred of FC. The funding will be from Khelo India. If the proposal is concurred by the FC, the same will be placed before the ensuing meeting of GB for approval. The items for Khelo India University Games, NCOEs of SAI and Khelo India Academies will be procured through a fresh tender.

Concurrence of Finance Committee is solicited for the points A, B mentioned above, with a total financial implication of Rs. 1,76,39,637/- (Rs. 32,76,034/- at Point A and Rs. 1,43,63,603/- at point B) and the increased total financial implication to Rs. 18,55,94,232.00/- from Rs. 16,79,54,593.95/-







File No: KI/KIYG/Sports Kit/KIYG 2022

Date: 17th Nov 2022

To,

Deputy Director, ES Division, SAI, HQ New Delhi

Subject: Requirement of Kits for Khelo India Youth Games - 2022 regd Sir,

The requirement of kits for the Khelo India Youth Games, 2022 is attached at Annexure A for your perusal and necessary action.

2. It is requested to ensure the delivery of kits by the 15th of January 2023 for the smooth conduct of the games.

With regards,

Yours Sincerely

Sibananda Mishra DD, Khelo India

Enclosure as above.

Copy to:

- i. Senior Director, Khelo India
- ii. Director, Khelo India (Events)







Annexure A

A. Kit requirement for Khelo India Youth Games 2022

	Requirement of Generic and S	ports Kit for K	1YG, 2022	les es es es es es es es	
S.No	Sports Discipline	KIYG 2021	KIUG 2021	Proposed for KIYG 2022	
	Sports Specific Kit				
1	Archery	128	320	128	
2	Athletics	896	896	960	
3	Badminton	128	384	128	
4	Basketball	384	384	384	
5	Boxing	480	320	480	
6	Football	576	640	640	
7	Gymnastics	416		416	
8	Hockey	576	576	576	
9	Judo	448	736	448	
10	Kabaddi	384	384	384	
11	Kho-Kho	384		480	
12	Shooting	128	640	256	
13	Swimming	1088	912	1088	
14	Volleyball	384	384	448	
15	Weightlifting	520	320	520	
16	Wrestling	672	480	672	
17	Table Tennis	128	320	128	
18	Tennis	128	288	128	
19	Cycling	216		216	
20	Handball	512			
21	Slalom, Canoeing & Kayaking			496	
22	Rowing			512	
	Total Sports Specific Kit	8576	7984	9488	
	Generic Kits				
1	Track Suits	9706	7650	10325	
2	T-Shirts	19412	15300	20650	
3	Cap	9706	1150	10325	
4	Socks	9268	7632	10172	
5	Stocking (Hockey + Football)	1152	1216	1216	
6	Kit Bag	5210	4424	5694	
7	Sports Kit	8576	7984	9488	





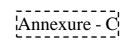




B. Consolidated kit requirement

Category	Numbers	Tracksuit	Tshirt	Сар	Socks	Stockings	Kit Bag	Playing Kit
Technical officials	1053	0	0	0	0	0	0	0
Support Staff	1520	1520	3040	1520	0	0	0	0
CDM	36	36	72	36	0	0	0	0
TIDC	75	75	150	75	0	0	0	0
Volunteer	2500	2500	5000	2500	0	0	0	0
Media/SAI/MYAS/Host state/sponsors	500	500	1000	500	0	0	0	0
Athletes	5694	5694	11388	5694	10172	1216	5694	9488
Total	11378	10325	20650	10325	10172	1216	5694	9488

JZ.



	Annexure D								
	Kits To be Procured through Extension by way of a fresh Contract								
	Unit Price in KIYG 2022 Total Estimated								
S No	Item	Existing NoA	Requirement		Cost in INR				
1	T-Shirts	521.69		20650	₹1,07,72,898.50				
2	Hockey	1177.85		576	₹6,78,441.60				
3	Judo	4252.81		448	₹19,05,258.88				
4	Shooting	1380.01		256	₹3,53,282.56				
	Rowing	1276.8		512	₹6,53,721.60				
	Total Estin	₹1,43,63,603.14							

Items to be Dealt Separately								
	Unit Price in KIYG 2022 Total Estimated							
S No	Item	Existing NoA	Requirement		Cost in INR			
1	Kayaking & Canoo	496		1915.2	₹9,49,939.20			

			Generic 1	Kits			
S No Item		Unit QTY in Existing NoA NoA		Existing +25%	KIYG 2022 Requireme nt	Total Estimated Financial Implication for Generic Kits	
1	Track Suits	1663.03	29256	36570	10325	₹1,71,70,784.75	
2	Сар	222.44	29256	36570	10325	₹22,96,693.00	
3	Socks	82.79	36584	45730	10172	₹8,42,139.88	
4	Stocking (Hockey + Football)	122.69			1216	, ,	
5	Kit Bag	1285.79	19654	24568	5694	₹73,21,288.26	
6	Sports Kit*		34259	42824	9488		
		Tota	INR	O. T		₹2,77,80,096.93	
		1	Sports Speci	fic Kits		<u> </u>	
			QTY in existing NoA	Existing NoA + 25%		Estimated Financial Implication for KIYG - Sports	
S No.	Discipline	g GST			KIYG	Specific Kits	
1	Archery	1390.65	1516		128	₹1,78,003.20	
2	Athletics	1273.61	4276		960	₹12,22,665.60	
3	Badminton	1284.25	1072		128	₹1,64,384.00	
4	Basketball	1273.61	1229		384	₹4,89,066.24	
5	Boxing	1380.01	2461	3076	480	₹6,62,404.80	
6	Football	1177.85			640	₹7,53,824.00	
7	Gymnastic	2660					
8	Kabaddi	1646.01	1723		384	₹6,32,067.84	
9	Kho Kho	1167.21	833		480	₹5,60,260.80	
10	Swimming Swimming Para	1433.21 1322.55	2793 207		1088	₹15,59,332.48 ₹0.00	
12	Table Tennis	1326.81	987	1234	128	₹1,69,831.68	
13	Tennis	1326.81	479		128	₹1,69,831.68	
14	Volleyball	1177.85	1493	1866	448	₹5,27,676.80	
15	Weightlifting	1646.01	1806	2258	520	₹8,55,925.20	
16	Wrestling	1646.01	2222	2778	672	₹11,06,118.72	
17	Cycling	1934.35			216	₹4,17,819.60	
18	Handball	1276.8	727	909		₹0.00	
19	Para Powerlifting	2128	138	173		₹0.00	
	Total Fina	ncial Impli	cation for Sp	orts Kits		₹1,05,75,772.64	
To	otal Financial Imp	lication To	be Utilised v	vith Option C	Clause	₹3,83,55,869.57	

Agenda Item No. 7

<u>Procurement for Sports Kits/Apparels for Upcoming Khelo India University Games, Khelo India Academies and NCOES</u>

Practice shows that professional sports clothing has good wicking ability and effect on performance level of an athlete. Formal and well-designed attire boosts the athlete confidence and improves mental and physical performance dramatically. Sports Authority of India (SAI) intends to provide all athletes associated with SAI with proper and standard kitting. The various areas where supply of kitting is necessary is as mentioned below:

- Khelo India is planning to organize Khelo India University Games 2022 in the mid-2023 and thetotal participation in these games is estimated at 8,000 including athletes and officials.
- SAI has established 23 NCOES across India targeting excellence in sports, wherein around 3800athletes are proposed to be trained in the next year (2023-24) across various sports disciplines.
- There are 264 Khelo India accredited academies other than SAI, where young athletes are beingtrained. These athletes (3000 approx.) are also entitled for kitting.

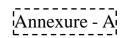
Based on the above a procurement of Sports Kits consisting of Generic kits and Sport specific playing kits is proposed to be initiated for all the above domains. The approximate requirement from all the above-mentioned heads, as received from the concerned divisions are as below along with the estimated price of items derived from last purchase price of similar apparels finalised by SAI.

S No	Item	KI UG 22	NC OE 23- 24	KIA 23- 24	Total Esti mate d Qty	Unit Price (Rs.) as per LPP	Total Estimated Cost (Rs.)
1	Track Suits	8000	7600	4414	20014	1663	3,32,83,882.42
2	T-Shirts	16000	30400	6621	53021	521.69	2,76,60,525.49
3	Cap	1150	3800	2207	7157	222.44	15,92,003.08
4	Socks	7500	22800	4414	34714	82.79	28,73,972.06
	Stocking (Hockey						
5	Football)	1216	1142	221	2579	122.69	3,16,417.51
6	Kit Bag	4500	3800	2207	10507	1285.8	1,35,09,795.53
7	Sports Kit*		13200 I Amoi		30824		4,93,67,278.44
		12,86,03,874.53					

^{*} The Sports Kits is inclusive of all the Sports Specific Kits and the details are enclosed at **Annexure A.**

As per delegation of financial powers for purchase of sports kits, DG - SAI is empowered up to Rs. 5 crores in each case. Since the estimated expenditure is beyond the delegated financial powers of DG- SAI, the proposal is placed before the Finance Committee for concurrence. The funding will be from Khelo India/SAI Block Grant, depending upon the beneficiaries. If the proposal is concurred by the FC, the same will be placed before the ensuing meeting of GB for approval.

Concurrence of Finance Committee is solicited for undertaking the Procurement of Sports Kits for Khelo India University Games 22, NCOEs of SAI and Khelo India Academies at an Estimated Cost of Rs. 12,86,03,875/- through Open tender Process.



Generic Kits								
S No	Item	KIUG 22	NCOE	KIA	Total Estimat ed Qty	Unit Price (Rs.)	Total Estimated Cost (Rs.)	
1	Track Suits	8000	7600	4414	20014	1663	₹3,32,83,882.42	
2	T-Shirts	16000	30400	6621	53021	521.69	₹2,76,60,525.49	
3	Cap	1150	3800	2207	7157	222.44	₹15,92,003.08	
4	Socks	7500	22800	4414	34714	82.79	₹28,73,972.06	
5	Stocking (Hockey + Football)	1216	1142	221	2579	122.69	₹3,16,417.51	
6	Kit Bag	4500			10507		₹1,35,09,795.53	
7	Sports Kit*	9224	13200 Amount	8400	30824		₹4,93,67,278.44	
		₹12,86,03,874.53						

Sports Specific Kits*								
						Unit		
					Total	Price		
S No.	Discipline	KIUG	NCOE	KIA	Qty	(INR)	Total Price	
1	Archery	320	780	376	1476	1390.7	₹20,52,599.40	
	Athletics	896	1560	676	3132	1273.6	₹39,88,946.52	
3	Badminton	384	80	576	1040	1284.3	₹13,35,620.00	
4	Basketball	384	0	436	820	1273.6	₹10,44,360.20	
5	Boxing	320	1080	400	1800	1380	₹24,84,018.00	
6	Football	640	460	588	1688	1177.9	₹19,88,210.80	
7	Gymnastic	416	392	288	1096	2660	₹29,15,360.00	
8	Hockey	576	2188	300	3064	1177.9	₹36,08,932.40	
9	Judo	448	860	408	1716	4252.8	₹72,97,821.96	
10	Kabaddi	384	820	248	1452	1646	₹23,90,006.52	
11	Kho Kho	384	80	380	844	1167.2	₹9,85,125.24	
12	Shooting	640	460	568	1668	1380	₹23,01,856.68	
13	Swimming	912	240	492	1644	1433.2	₹23,56,197.24	
14	Swimming					1322.6		
14	Para		80	40	120	1322.0	₹1,58,706.00	
15	Table					1326.8		
13	Tennis	320	260	480	1060	1320.0	₹14,06,418.60	
16	Tennis	288	0	0	288	1326.8	₹3,82,121.28	
17	Volleyball	384	260	424	1068	1177.9	₹12,57,943.80	
18	Weightlifting					1646		
10		320	940	472	1732	1040	₹28,50,889.32	
19	Wrestling	480	580	628	1688	1646	₹27,78,464.88	
20	Cycling	216	980	348	1544	1934.4	₹29,86,636.40	
21	Handball	512	240	0	752	1276.8	₹9,60,153.60	
	Para							
22	Powerlifting					2128		
	- Owermenig		40		40		₹85,120.00	
23	Rowing		260	272	532	1276.8	₹6,79,257.60	
24	Kayaking &					1915.2		
	Canoeing		560	0	560		₹10,72,512.00	
	Total Amou	nt for Spo	rts Kits			₹4,93,6	57,278.44	