

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

CONTENTS

1. INTRODUCTION	4
2. BID SCHEDULE	6
3. ELIGIBILITY CRITERIA	6
4. BID SECURITY /EARNEST MONEY DEPOSIT (EMD)	7
5. BID VALIDITY	8
6. SIGNING OF BID	8
7. CLARIFICATION OF BID	8
8. INSTRUCTIONS TO APPLICANTS	8
9. RIGHT TO VARY SCOPE OF WORK	13
10. AWARD OF CONTRACT	13
11. PERFORMANCE BANK GUARANTEE	13
12. INTELLECTUAL PROPERTY.....	14
13. PENALTY CLAUSE	14
ANNEXURE I COMMERCIAL BID FORMAT	16
ANNEXURE II TERMS OF REFERENCE.....	17
A. EXCLUSIVE RIGHTS OF OFFICIAL MEDIA PARTNER OF KIYG	17
B. OBLIGATIONS OF OFFICIAL MEDIA PARTNER OF KIYG	18
C. SPONSORSHIP CATEGORIES.....	18
D. SCOPE OF SERVICES	18
E. RIGHTS OFFERED TO DIFFERENT SPONSORS	19
F. RESTRICTED PRODUCT CATEGORIES	21
G. MINIMUM SPONSORSHIP FEE FOR DIFFERENT CATEGORIES OF SPONSORS	21
H. TERM OF SPONSORSHIP	21
I. SELECTION PROCEDURE	22
J. PAYMENT OF COMMISION TO AGENCY	22
K. PAYMENT OF SPONSORSHIP FEE TO SAI.....	23
ANNEXURE III LOGO PLACEMENT	ERROR! BOOKMARK NOT DEFINED.

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=VXZvc_kpWenVLallYcWdSUm5HWTIHZz09 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. Laqshya 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:
- Account Payee Demand Draft
 - Banker's cheque
 - Fixed Deposit (FDR)
 - Bank Guarantee from any of the Commercial Banks
 - Insurance Surety Bonds(OM No. F.1/1/2022- PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022)
 - 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:
- Withdraws or amends or impairs or derogates its bid during the period of bid validity.
 - 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.
 - Successfully gets qualified, but fails to sign the contract within the stipulated time.
 - 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 duly 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 the RFP may take up the same with Dy. Director, KI at procurement.khelointia@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/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 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:
 - 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>.
 - 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 first 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 on e-procurement website <http://eprocure.gov.in/eprocure/app> the 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/app> is 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 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.
- 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/app> will 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 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 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 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

- 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.

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(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.

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 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 Category	Name of Sponsor	Amount Committed in INR	
			In figures	In words
Presenting Sponsor				
Co-Presenting Sponsor				
Associate Sponsor				

Note:

- Account Details for the money to be deposited for sponsorship shall be intimated later.”
- No conditions should be attached to the proposal.
- 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.
- If any bidder does not quote for all the three categories of the sponsorship, the bid will still be treated as responsive.

Signature of the Agency:

Address:

Date:

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 throughSAI.

E. 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	Presenting Sponsor	Co-Presenting Sponsor	Associate 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 Sectt. 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	No

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. 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 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 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 next highest value.

Note :- 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 COMMISSION 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 than 3 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



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

For Co Presenting Sponsor - 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.