

Ref. No. 01-28/6/2025-HO - Events and Competition

REQUEST FOR PROPOSAL

FOR

**ENGAGEMENT OF AN EVENT
MANAGEMENT AGENCY FOR
CEREMONIES**

OF

KHELO INDIA PARA GAMES, DELHI 2025

DATE OF RELEASE: 18/02/2025

**SPORTS AUTHORITY OF INDIA (SAI)
JAWAHARLAL NEHRU STADIUM COMPLEX, GATE NO.10,
LODHI ROAD, NEW DELHI-110003**

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ABBREVIATIONS

RFP	Request for Proposal
LLP	Limited Liability Partnership
CPPP	Central Public Procurement Portal
EMA	Event Management Agency
QCBS	Quantity and Cost Based System
LOA	Letter of Award
PSU	Public Sector Unit
MOU	Memorandum of Understanding
PBG	Performance Bank Guarantee
INR	Indian National Rupee
FDR	Fixed Deposit Receipt

DISCLAIMER

This RFP is being issued by Sports Authority of India for Engagement of Event Management Agency for Ceremonies on such terms and conditions and technical specifications as set out in this RFP document.

It is hereby clarified that this RFP is not an Agreement and is not an offer or invitation by Sports Authority of India (SAI) to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information which the bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for SAI to consider needs of each Bidder.

Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability, and completeness of the information in this RFP document and obtain independent advice from appropriate sources. SAI and their Advisor make no representation or warranty and shall incur no liability financial or otherwise under any Law, Statue, Rules, or Regulations or otherwise as to the accuracy, reliability, or completeness of the RFP document.

SAI in their absolute discretion, but without being under any obligation to do so, may update, amend, or supplement the information in this RFP document.

Bidders shall treat all information provided in this RFP as confidential and shall not disclose or use such information for any purpose other than preparing and submitting their proposal. Unauthorized disclosure of any information may result in disqualification.

SAI shall not be liable for any costs, expenses, or losses incurred by any bidder in relation to the preparation, submission, or presentation of the proposal, including any site visits, meetings, or discussions.

This RFP does not create, nor shall it be deemed to create, any legal relationship, agency, partnership, joint venture, or employment between SAI and any bidder. Any contractual obligation shall arise only upon the execution of a formal agreement between SAI and the selected agency.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder, as the case may be for the Project and the Authority reserves the right to reject all or any of the BIDDERS or BIDs without assigning any reason whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the PMC and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

No objections raised by any Bidder(s) or any third party to such changes/modifications/additions/alterations as provided above, whether explicit or implicit, shall be entertained. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by the Authority.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.

The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to SAI or any of its respective officers, employees, advisors or agents.

This RFP Document is not transferrable.

This RFP document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications. The Bidders shall bear all its costs associated with or relating to the preparation and submission of Proposal pursuant to this RFP.

SAI also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

1. Introduction

Sports Authority of India under Ministry of Youth Affairs and Sports, Government of India invites Bids under two *bid*-basis, i.e., Technical Bid and Financial Bid for “**Engagement of an Event Management Agency for Ceremonies for the Khelo India Para Games, 2025 Delhi**”. The event is scheduled to be held in various locations across Delhi from 20.03.2025 to 27.03.2025 (Tentative). Purpose of this RFP is to onboard an Event Management Agency (EMA), who can Design, Produce & Conduct a Launch Ceremony, a Grand Opening Ceremony, and a Closing Ceremony for Khelo India Para Games, 2025.

The interested bidders must download the Bid documents from the CPP Portal i.e., <http://eprocure.gov.in/eprocure/app>. and submit their bids online through CPP portal on or before 01.03.2025

All Bidders are advised to see Amendments to RFP, if any, before submission of the bids. In case the Bidder does not submit the amended bids/amendments, it shall be presumed that Bidder has seen the amendments/Amended bids and e-bid shall be evaluated accordingly.

In case schedule date of submission/tender opening date are declared as holiday then tender will be submitted/opened on the very next working day on earlier schedule time.

Sports Authority of India reserves the right to cancel the bid at any time or amend/withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

**Deputy Director
Sports Authority of India
Govt. of India**

2. Detailed Notice Inviting E-Tender

SAI invited in single stage two cover system i.e., Request for Technical Bid (online Bid under Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):

Sr. No.	Information	Details
1	Description of Work/Services	Ceremonies
2	EMD	INR 9,00,000
3	Start Date & Time of Bid Preparation and Submission	19.02.2025
4	Last date and time for submission of proposals through CPP portal	01.03.2025

3. Data Sheet

S. No.	Activity Description	Details
1	Date of Availability of RFP	19.02.2025
2	Last date for submission of pre-bid queries - in Word format	22.02.2025 at 06.00 PM

S. No.	Activity Description	Details
3	Pre-bid meeting (Online)	RFP for Engagement of an Event Management Agency For Ceremonies of Khelo India Para Games Delhi 2025 Saturday, February 22 · 12:00 – 2:00pm Google Meet joining info Video call link: https://meet.google.com/jud-sged-uca
4	Technical Proposal Opening Date	To be communicated later to the shortlisted bidders
5	Technical Presentation	To be communicated later to the shortlisted bidders
6	Financial Proposal Opening	To be communicated later to the shortlisted bidders
7	Letter of Award (LOA)	To be communicated later
8	Signing of Agreement	Within 1 week of submission of PBG.
9	Tender Documents on Website	CPP Portal
10	Method of Selection	Quality and Cost Based System (QCBS) (70:30)
11	Bid Validity Period	75 days

4. Instructions to Bidders

The Bidders can download this RFP from the Khelo India Website: <https://kheloindia.gov.in>, SAI website: <https://sportsauthorityofindia.nic.in>, and CPP Portal website: <http://eprocure.gov.in/eprocure/app>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this RFP.

4.1 Cost of Bid: The bidder shall bear all costs associated with the preparation and submission of bid and SAI in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

4.2 Definitions and Abbreviations: The following definitions and abbreviations, which have been used in this document shall have the meanings as indicated below:

- 4.2.1 “**Agency**”, “**Firm**”, “**Company**”, “**Bidder**”, “**Consultant**”, “**Service Provider**”, means any registered entity or person or associations of persons who submit their proposals for providing services in accordance with the RFP.
- 4.2.2 “**Applicable Law**” means all laws, rules, regulations, and notifications in force and applicable to this RFP and the subsequent contract, including amendments and modifications made from time to time.
- 4.2.3 “**Bid**” (including the term ‘tender’, ‘offer’, ‘quotation’, or ‘proposal’ in certain context(s) means an offer-to-offer services in accordance with terms and conditions set out in this RFP.
- 4.2.4 “**Bid Security**” or “**Earnest Money Deposit (EMD)**” means the amount deposited by bidders along with their proposal as a security for compliance with the bid process requirements.
- 4.2.5 “**Contract/Agreement**” means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- 4.2.6 “**Deliverables**” means the measurable and verifiable outputs, reports, services, or any other obligation to be provided by the agency under the contract.
- 4.2.7 “**Intellectual Property Rights (IPR)**” means all rights related to patents, trademarks, copyrights, trade secrets, and any other form of intellectual property created or used in connection with the services under this contract.

- 4.2.8 **“Licenses & Permits”** means all statutory approvals required from local, state, or national authorities, including police permissions, fire safety clearances, municipal permits, Intellectual Property Rights, venue-related compliances, copyrights compliances, etc.
- 4.2.9 **“Liquidated Damages (LD)”** means the predetermined compensation payable by the agency to SAI in case of failure to meet contractual obligations, including delays in service delivery.
- 4.2.10 **“Material Breach”** refers to a substantial failure to perform a contractual obligation that defeats the purpose of the agreement or causes significant harm to the other party.
- 4.2.11 **“Material Adverse Effect”** with respect to a party means a material adverse change in or effect on the business, operations, financial condition, properties or liabilities of the party taken as a whole; provided, however, that a Material Adverse Effect shall not be deemed to include (i) changes as a result of the announcement of this transaction, (ii) events or conditions arising from changes in general business or economic conditions or (iii) changes in generally accepted accounting principles.
- 4.2.12 **“Notification of Award”** or **“NOA”** means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
- 4.2.13 **“Overlays”** means temporary infrastructure, facilities, branding, and equipment required for the successful execution of the event.
- 4.2.14 **“Party”** means the Client or the Bidder, as the case may be, and **“Parties”** means both of them.
- 4.2.15 **“Performance Security”** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Interest free Security Deposit.
- 4.2.16 **“Purchaser”** means the organization purchasing services as incorporated in this document, i.e., Sports Authority of India (SAI).
- 4.2.17 **“RFP”** means Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.
- 4.2.18 **“Services”** means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- 4.2.19 **“Sponsorship Rights”** means the commercial rights granted to sponsors, including branding, promotions, and other entitlements as per the terms specified in the RFP.
- 4.2.20 **“Successful Bidder”** means the bidder whose proposal has been accepted by SAI and who has been awarded the contract pursuant to this RFP.
- 4.2.21 **“Terms of Reference”** (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed

4.3 All Bidders are required to pay Bid Security Fee as per the details mentioned in data sheet. MSME exemption shall be given provided they are registered with the Central Purchase Organization or the concerned ministry or department.

4.4 In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.

4.5 The Bidder seeking EMD Exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for Goods and Service Providers for Services are eligible for exemption from EMD. Traders / Resellers / Distributors / authorized agents will not be considered for availing benefits under Public Purchase Policy 2012 for MSEs.

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

- Account Payee Demand Draft
- Fixed Deposit Receipt
- Banker’s cheque/Pay Order
- Bank Guarantee from any of the commercial banks.
- **NEFT transfer to: “SECRETARY, SAI (KHELO INDIA)”**
Union Bank of India Account No: 108510100032325,
IFSC No. UBIN0810851
 (Bidder must upload challan/proof along with Bid in CPP Portal)

- Valid Insurance Surety Bonds
 - e-Bank Guarantee
- a) Bid securities of unsuccessful bidders during first stage i.e. technical evaluation will be returned within 30 days of declaration of result of first stage i.e. technical evaluation. Bid securities of unsuccessful bidders during second stage i.e. financial evaluation will be returned within 30 days of award of contract. The Bid Security of successful Bidders will be returned without any interest, after receipt of Performance Security from that Bidder.
 - b) The bid security is to remain valid for a period of forty-five days (45) beyond the final bid validity period, i.e. $75+45 = 120$ days.
 - c) The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP, no relaxation of any kind on Bid Security shall be given to any Bidder.
- 4.7** Earnest Money is required to protect SAI against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 4.8** Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.
- 4.9** The bidder is expected to examine all instructions, forms, terms, and conditions laid down in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
- 4.10** The bidder shall not make or cause to be made by any alternation, erasure, or obliteration to the text of the RFP document.
- 4.11 Preparation of Bids:**
- **Language:** The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and SAI, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purpose of interpretation of the Bid, the English translation shall prevail.
 - **Form of Bid:** The form of a bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
 - **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian National Rupee (INR/Rs.), and payment under this contract will be made in Indian National Rupees (INR/Rs.).
- 4.12 Clarification by Bidders**

- Bidders requiring any clarification on the RFP document may contact the Procurement Division of the SAI in writing by e-mail (in Word format) at procurement.kheloindia@gmail.com within such date as specified in the Schedule of Bidding Process set out in the Data Sheet.
- Correspondence for clarifications should be submitted as per the format attached at ‘Annexure-I’ to the following address in writing by e-mail.
- SAI shall endeavour to respond to the queries raised or clarifications sought by the Bidders. To be fair to all prospective bidders, the responses to queries shall be uploaded on the CPP Portal. However, SAI reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken, or read as compelling or requiring SAI to respond to any query or to provide any clarification.
- At any time prior to the Bid Due Date, SAI may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/Corrigendum/Clarifications. Any Addendum/Corrigendum/Clarifications thus issued shall be uploaded on the CPP Portal.

4.13 Due Diligence by the Bidder:

- Bidders may before submit their Proposals, examine the requirements at their own expense and obtain and ascertain for themselves, at their responsibility and other information necessary for preparing their Proposals.
- Bidders shall be deemed to have full knowledge of the requirements of the work. SAI will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment concerning information or materials provided by SAI in this RFP Document or otherwise, with respect to this Project. Although such information and materials are to the best of the SAI’s belief, however, their verification is the sole responsibility of Bidder.
- Neither SAI, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any bidder which may arise from or be incurred or suffered in connection with anything contained in this RFP and the award of the work or otherwise arising in any way from the selection process

4.14 Pre-Proposal Meeting

- To clarify and discuss issues with respect to the Project and the RFP Document, a pre-proposal meeting (“Pre-Proposal Meeting”) will be held as per the details provided in point 3 of data sheet.
- Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries and proposed suggestions in the word format as per ‘Annexure-I,’ if any, to the RFP requirements.
- Bidders may note that SAI will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified, and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- Bidders’ representatives attending the Proposal opening shall bring an authorization letter from the Bidder.
- In case of any change in the schedule of the Pre-Proposal Meeting, the same will be communicated to Bidders through the official SAI website and CPP Portal.
- Attendance of the Bidders at the Pre-Proposal Meeting is not mandatory. SAI will endeavour to respond to all queries received by the scheduled date as per point 4 of data sheet from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal Meeting.
- No interpretation, revision, or other communication from SAI regarding this solicitation is valid unless in written communication. SAI may choose to send to all Bidders whose Proposals are under consideration, in writing, or by any standard electronic means such as e-mail or by uploading on the website(s) of responses, including a description of the inquiry but without identifying its source to all the Bidders.

4.15 Format and Signing of Bid

- The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorised to sign on behalf of the bidder.
- The bid shall contain no alternations, omissions, or additions except those to comply with an instruction issued by SAI or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed by the person signing the bid.
- The proposal shall be properly bound, indexed, and serially numbered.

4.16 Submission of Bids

- Please refer to CPP Portal- <http://eprocure.gov.in/eprocure/app> for instruction on online bid submission
- SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working day. (Working day means the day when the office opens after the holiday for routine work.)
- Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders and acknowledgement letter of Bid submission at CPP Portal website: <http://eprocure.gov.in/eprocure/app>.
- The bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Data Sheet shall not be considered.
- The Bidders are required to upload the documents as per Documents to be submitted in Evaluation and Eligibility criteria of this RFP.
- Bidders shall submit 'Online Bid' only in PDF/Scanned copy in PDF format. Hard Copy of Bid documents will not be accepted.
- The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- All terms and conditions in the bid document shall stand freeze on the date of opening of the bid.
- The proof of work orders for claim of relevant experience should be dated on or after the date of registration of the firm/ company/LLP etc.
- Each page of the Bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.

4.17 Late and Delayed Bids

- Bids must be received no later than the date and time stipulated in the RFP document. SAI may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of SAI and the bidder will be the same.
- Any bid received by SAI after the deadline for submission of bids, as stipulated above, shall not be considered.

4.18 Opening and Evaluation of Technical Bid

- Technical Bids will be opened in the presence of the bidders' representatives who choose to attend at the appointed place and time.

- The Technical Bid of the bidder would be evaluated as per the evaluation criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, SAI reserves the right to seek clarification/documents from the bidders if SAI considers it necessary for proper assessment of the bid.
- The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals get a score of minimum 70 (**seventy**) marks or more out of 100 (One Hundred) shall qualify for financial bid opening and shall be ranked from highest to the lowest based on their technical score (St).

4.19 Opening of Financial Bid and Final Evaluation

- Financial Bids should be submitted in the price bid cover of the CPP portal in the pdf format as per **Annexure- IX**.
- The Bids of bidders meeting the eligibility criteria at Clause-5 (eligibility criteria), will be evaluated based on the QCBS method as mentioned in GFR 2017 (192) and the evaluation criteria is mentioned in Clause 6 of the RFP.
- Overall weightage of 30% for Financial Bid and 70% for Technical Bid shall be considered while calculating final score.
- The Bid of the Bidder who gets the highest marks shall get the maximum weightage in Technical Evaluation, i.e., 70 marks and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- A Bidder must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid.
- The Bid of the Bidder who submits the lowest Financial/Price bid shall get the maximum weightage (30 marks) and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- The Bid of the Bidder, who obtains the highest total score (Ts) across the technical Bid and the Financial/Price bid, will be rated as the ‘Best Bid’ and will be declared as the successful Bidder. Ts will be calculated as defined below:

$$Ts = (St/St_{high}) * 70 + (Sf_{low}/Sf) * 30$$

Where,

- St: The total Technical Score awarded to the Bid.
 - St_{high}: The Technical Score achieved by the Bid that was scored best among all responsive Bids.
 - Sf: Evaluated/Quoted Bid Price
 - Sf_{low}: The lowest of all Evaluated Bid Prices among responsive Bids
- In the event that one or more Bidders have the same Ts value, the Bid with the lowest quoted price will be treated as “Best Bid”. In case of further tie, the bidder with highest technical score (St) will be rated as the ‘Best Bid’. Further, in the event that the bidders are still maintaining a tie, the bid from the bidder with the highest average turnover in the last 03 financial years ending March-2024, will be rated as the ‘Best Bid’.
 - Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the LOA (Letter of Award). In such an event, SAI reserves the right to take any such measure as may be deemed fit in the sole discretion of SAI, including annulment of the Bidding Process.

4.20 Right to accept any Bid and to reject any or all Bids.

- SAI is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.
- SAI may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/Directorate/institutions/local bodies/municipalities/PSUs, etc.
- SAI may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

4.21 Representations And Warranties

- SAI, along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- SAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- The Bidder declares that all the information provided are truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then SAI shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work and/or debarment/blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of SAI/MYAS's action.
- The Bidder declares that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

4.22 Indemnification & Liabilities

- The bidder shall fully indemnify, hold harmless and defend MYAS/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to:
 - Any breach of any representation or warranty of the bidder contained in the RFP,
 - Any breach or violation of any covenant or other obligation or duty of the bidder under this RFP.SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
- SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI's action.
- The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAI, or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and SAI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process
- The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPRs) while providing its services under the Project.
- The Successful Bidder shall at all times indemnify and keep indemnified SAI against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.
- The Successful Bidder shall at all times indemnify and keep indemnified SAI against and any claims by Employees in respect of wages, salaries, remuneration, compensation, or the like.
- All claims regarding indemnity shall survive the termination or expiry of the Contract.

4.23 Confidentiality

- The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by downloading the RFP 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 or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.
- 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.
- 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.

4.24 Conflict of Interest

A bidder shall not have conflict of interest that may affect the selection process or the consultancy. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, SAI shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to SAI for inter-alia, the time, cost and effort of SAI including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to SAI hereunder or otherwise.

4.25 Dispute Resolution and Governing Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force and any dispute arising out of this RFP shall be first dealt with amicable solutions and if the same is not resolved amicably, the dispute shall be referred to Arbitration and either Party shall be entitled to refer the dispute to Arbitration under Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof in force. The Arbitration shall be conducted before Arbitral Tribunal comprising of a sole arbitrator to be appointed with the mutual consent of the Parties or appointed by Hon'ble High Court of Delhi while deciding an application under Section 11 of the Act. The seat and venue of the Arbitration shall be at New Delhi with the exclusive jurisdiction also vested at New Delhi. The language of the arbitration shall be English.

4.26 Award of Contract

- SAI will Award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.
- SAI will communicate the outcome to the Successful Bidder by mail confirmed by letter transmitted by registered/speed post that its bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which SAI will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.
- The Successful Bidder will be required to commence the assignment at the earliest, as communicated by SAI in this regard.

- The Successful Bidder will be required to execute the contract for the services within a period of seven (7) days from the date of submission of performance security.

4.27 Performance Security

- The successful bidder in each category, within 14 (Fourteen) days from the date of the issuance of notification of award by SAI, shall furnish Performance guarantee as per the format attached with **Annexure- XI**, to SAI for an amount equivalent to three per cent (3%) of the total value of the contract.
- Performance Security will be in the form of Account payee demand draft, fixed deposit receipt (FDR), e-Bank guarantee, NEFT / RTGS, 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.
“SECRETARY, SAI (KHELO INDIA)”
Union Bank of India Account No: 108510100032325,
IFSC Code – UBIN0810851
- SAI will have the right to invoke the Performance Security without assigning any reasons if the selected Bidder defaults or is deemed to have defaulted and/or defaults in any terms of the tender documents and empanelment may be cancelled and contract shall eventually be terminated.
- Successful Bidder 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 Performance Security within the stipulated time, the Bidder shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the total contract 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/Award with the right to other Legal Remedies that may be available under the law against that Bidder.
- The Performance Security should remain valid for an additional period of 60 (sixty) days beyond the timelines mentioned in the” Letter of Award”.

5. Eligibility Criteria

- 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.
- To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following Minimum Eligibility Criteria:

CRITERIA	REQUIREMENTS	DOCUMENTARY EVIDENCE
Legal Entity	The bidder may be a Single Business Entity. For this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 1956 or 2013 or a Partnership Firm registered under the Limited Liability Partnership Act of 2008 or Indian Partnership Act, 1932. The agency should have a track record of providing relevant services related to Event Management for at least 3 years as on March 31, 2024.	Certificate of Registration/Incorporation (s) and Work Order/Work Completion Certificate from previous events where relevant services were provided.
Financial Capacity	The bidder should have a minimum average annual turnover of ₹ 2.4 Crores over any three of the previous five financial years up to year ending FY 2023-24.	Certificate from statutory auditor/audited financial

CRITERIA	REQUIREMENTS	DOCUMENTARY EVIDENCE
		statements for the five previous financial years
Bidder Experience	The Bidder should have experience of providing Event Management services to any Central/State Department/PSU/ National Sports Society/ National Sports Federation in India within the last 3 years with minimum contract value as mentioned below- One project of minimum Rs 2.4 Cr OR Two projects of minimum Rs 1.5 Cr OR Three projects of minimum Rs 1.2 Cr	Work Order/LOA (Contract value & scope of work to be mentioned) & Completion Certificate/ Certificate from statutory auditor.
Blacklisting	The Applicant/Bidder should not stand debarred/blacklisted on bid submission date by any Government Departments, Undertakings and Agencies in India.	Undertaking

6. Evaluation Criteria

S. NO.	CRITERIA	MAX. MARKS	DOCUMENT/EVIDENCE REQUIRED
1.	Experience of Agency in undertaking similar events (International/National) in the last 5 Years as below: <ul style="list-style-type: none"> Up to 3 events - 5 marks 4 to 8 events - 10 marks Above 8 events- 15 marks 	15	Work Order/ LOA & Completion Certificate or certificate from Statutory Auditor. (Contract value & scope of work to be mentioned)
2.	Minimum average annual turnover over any three of the previous five financial years up to year ending FY 2023-24 as mentioned below- Rs 2.5 crore to less than Rs 5 Crore- 7.5 Marks Rs 5 crore to less than Rs 7.5 crore- 10 Marks Rs 7.5 crore and above- 15 Marks	15	Signed and scanned copy of Certificate from a Chartered accountant
3.	Relevant experience of Agency in undertaking similar events (International/National/State) with minimum contract value of Rs 1.5 Cr: <ul style="list-style-type: none"> Single project of min. Rs 1.5 Cr – 7.5 marks More than one project of min. Rs 1.5 Cr - 15 Marks 	15	Work Order and Completion Certificate or certificate from Statutory Auditor (Contract value & scope of work to be mentioned)
4.	Relevant similar experience of the following Agency Personnel in managing opening ceremony of an International/ National reputed events. <ul style="list-style-type: none"> ➤ Creative Head- Minimum 10 years of work experience in the relevant domain or equivalent. 2 marks for matching the criteria. 3 additional marks for relevant event experience. ➤ Production Head – Minimum 10 years of work experience in the relevant domain or equivalent. 2 marks for matching the criteria. 3 additional marks for relevant event experience. ➤ Technical Designer (Sound) – Minimum 5 years of work experience in the relevant domain or equivalent. 2 marks for matching the criteria. 3 additional marks for relevant event experience. 	25	CV as per Annexure VII Note: Event of International Repute shall mean any event which is organised in multiple countries and involves the participation of foreign guests and dignitaries and where similar services were provided to them. Event of national repute shall mean any event organised in India which did not involve any sort of participation of foreign guests and dignitaries.

S. NO.	CRITERIA	MAX. MARKS	DOCUMENT/EVIDENCE REQUIRED
	<p>➤ Technical Designer (Lights) – Minimum 5 years of work experience in the relevant domain or equivalent. 2 marks for matching the criteria. 3 additional marks for relevant event experience.</p> <p>➤ Choreographer – Minimum 5 years of work experience in the relevant domain or equivalent. 2 marks for matching the criteria. 3 Additional marks for relevant event experience.</p> <p>{Additional Marks Criteria - 1 mark each for every event of International Repute, and 0.5 Marks each for every National repute event for Relevant Experience}. Maximum 5 marks per CV.</p>		
5.	<p>Technical Presentation: The bidders will have to come up with a concept of Sports & Cultural roots of Delhi and Other States, and present theme for each of the ceremonies.</p> <ul style="list-style-type: none"> • Anthem song (demo of 15 Sec)– 5 marks • Theme– 5 marks • Innovation & Technology – 8 marks • Quality of the artists, Performers – 6 marks • Décor, Props, Lighting effects etc – 6 marks <p>Note: Presentation should also include the approach and methodology for Launch, Promotion, Opening, and Closing Ceremonies.</p>	30	To be shown in the Technical Presentation
TOTAL		100	
QUALIFYING MARKS		70	

7. Terms of Reference

A) Project Background

The Ministry of Youth Affairs and Sports (MYAS), Government of India and the Sports Authority of India, intend to jointly conduct ‘Khelo India Para Games 2025’ under the ‘Khelo India’ initiative. The dates mentioned here are tentative and change (if any) in the same will be communicated to the bidders. This will be a multi-day, multi-sport event.

B) Objective

The objective of this RFP is to engage an Event Management Agency (EMA), who can Design, Produce & Conduct a Launch Ceremony, a Grand Opening Ceremony, and a Closing Ceremony for the Khelo India Para Games, 2025 [hereafter also called as “EMA-C”]. This RFP is specifically for the engagement of an EMA-C. The overall scope of services for Event Management of KIPG 2025 is not included in the Scope of Work of this RFP. The successful bidder of this RFP shall cooperate with all the Event Management Agencies hired for the conduct of KIPG 2025.

C) Scope of Services

S. NO.	PARTICULARS	SCOPE OF SERVICES
1.	Launch Ceremony	The Event Management Agency hired for KIPG 2025 (hereafter called EMA-C KIPG 2025) will conceptualize, organize, manage, fabricate, and execute

S. NO.	PARTICULARS	SCOPE OF SERVICES
		<p>the Launch Ceremony for Khelo India Para Games Delhi 2025. The tentative venue for Launch Ceremony would be Weightlifting Auditorium, JLN Stadium, Delhi.</p> <p>The EMA-C KIPG 2025 will be responsible for design, production, and supply of wearable mascot kit in two sizes – life size (For a person with height between 5’6” and 6’) and kid size. The EMA-C will also create 3D animation of the mascot.</p> <p>The Launch Ceremony will be an evening event which is expected to run for 60 Minutes. Conduct of the Games Closing Ceremony (one stage with VVIP felicitation, MC, Dias plan, Confetti Blasts etc.) will be in consultation with KIPG Team. The budget of the Launch Ceremony should not exceed INR 30 Lakhs, inclusive of taxes.</p> <p>Approximately 1000 guests, including VVIPs, are expected to attend the event.</p> <p>Indicative scope:</p> <ul style="list-style-type: none"> • Design, creation & launch of logo & tagline. • Show flow. • Design, production & launch of mascot and torch. • Launch of jersey • Speeches by dignitaries • Launch of Anthem Song & Video • Identification of suitable dining area • 3-minute AV of the event to be prepared after completion of the Ceremony • Branding along with docketts • Logistics and production planning for the ceremony. • Ensuring adherence to all the policies related to the Risk Management, Manpower Management, Safety Management, etc. • Liaison with concerned authorities for effective venue management planning, coordination, and execution • Ceremony Venue seating layout and planning. • Sourcing, Accommodation, Catering & Transportation of Artistes. • VIP Management: Invitations to be sent out to VIPs & Dignitaries in attendance for the Opening Ceremony. VIP Management also includes “host & usher services” to ensure appropriate service levels to the Honoured Guests. • Press Operations: Co-ordination with the Event Management Agency hired for KIPG 2025 (EMA- KIPG 2025) to ensure that the Media Personnel and Press Operations function are effectively incorporated into the Opening Ceremony. • Security Verification: Co-ordination with the EMA- KIPG 2025, State Government Police & SPG to ensure that the relevant police verification of all the people accompanying VVIPs and VIPs has been conducted for smooth conduct of the Opening Ceremony • Broadcast Partner: Co-ordination with Broadcast partner to ensure that all parameters for the broadcast of the event have been covered. • Vehicle Movement: Identification of parking facilities for VIPs Officials Media, etc in close co-ordination with EMA- KIPG 2025 for Transportation and City Police. • Venue Signage: Co-ordinate with the EMA- KIPG 2025 to ensure that the direction signage to the venue is deployed and installed in time clearly marking the routes to and from the venue. Also, to ensure installation of in-venue signage for the Opening Ceremony. The signage shall be of fluorescent material for easy visibility in the night. • Crowd and Protocol Management: To plan & manage the entry/exit points, other access control points, to manage the spectators at the venue during the event. • Records Management: Consisting of Delivery Receipts, Inventory Records, Movement of equipment, and any other item for the successful delivery of the event, to record all operations and activities with relevant photo/documentary evidence to ensure smooth payments. • Catering Service for VIP & other Guests - VIP (200 guests) and Others (300 guests) {Menu to be provided by EMA– Lunch/Snacks/Dinner}

S. NO.	PARTICULARS	SCOPE OF SERVICES
		<p>Note: The brief note and detailed report of each event to be provided within 3 days post event completion.</p> <p>The cost of Licenses related to the event is the responsibility of the EMA whereas SAI can help to facilitate.</p> <p>Launch Ceremony - Core Elements</p> <ol style="list-style-type: none"> 1. VVIP Dias (With Back Drop) 2. Flags (big & small to be used in multiple segments) 3. Main Stage Set-up 4. Ceremonial bands 5. Trussing structures as required. 6. Gen-sets /power back up 7. Mechanical equipment as required for structures and production. 8. Lights (intelligent lighting, moving lights, conventional lights, moving head, colour changers, gobos, etc.) 9. High end audio video reproduction equipment (high-definition projection systems, acoustics, surround sound system) 10. Mobilization of Mascots (ceremony sequence) 11. Audio Visual content complimenting the overall theme and concept. 12. Games Torch 13. World class light display / show 14. Theme Song (Vocal & instrumental versions) 15. Theme Video 16. Rigging 17. Composition 18. Recording 19. Lyrics 20. Overall ceremony venue Decor 21. Pyrotechnics/Fireworks 22. Interactive Kits for spectators Job 23. Creative Consultant 24. Cultural Performance 25. Artists (Mass cast, dance troupes, singers, performers etc.) 26. Choreographer 27. Props 28. Costumes 29. Rehearsals 30. Podium 31. Acoustics 32. Cabling 33. Local Communication and Transportation 34. Any other requirement projected by the broadcaster. <p>Note: The aforesaid list is indicative & not exhaustive in nature. The Bidder is free to add any other necessary arrangements that may be required for the production and implementation of the Ceremony in consultation with the KIPG Team. The Venue should be ready by 1 day before the day of Launch Ceremony.</p>
2.	Promotional Activities	<p>The Event Management Agency hired for KIPG 2025 (hereafter called EMA-C KIPG 2025) will conceptualize, organize, manage, fabricate, and execute the Promotional Activities for Khelo India Para Games Delhi 2025. The budget of the Promotional Activities should not exceed INR 15 Lakhs, inclusive of taxes.</p> <p>Indicative scope:</p> <ul style="list-style-type: none"> • Promotional videos • Marketing and publicity • Animations • Newspaper • Video Bits from Elite Athletes and General Public • 3-minute AV of the event to be prepared after completion of the Ceremony

S. NO.	PARTICULARS	SCOPE OF SERVICES
3A.	Opening Ceremony- Scope of Work	<p>The EMA-C will conceptualize, organize, manage, fabricate and execute the Opening Ceremony for Khelo India Para Games Delhi 2025 (as per the indicative Scope mentioned below). The budget of the Opening Ceremony should not exceed INR 2.25 Cr, inclusive of taxes. Approximately 5000 guests, including VVIPs, are expected to attend the event. The tentative venue for Opening Ceremony would be K D Jadhav Hall, Indira Gandhi Stadium, Delhi. (Tentative)</p> <p>The OC will be an evening event. Major Scope Elements for the Opening Ceremony are listed below:</p> <ol style="list-style-type: none"> i. The Opening Ceremony will be Conceptualized, Planned, Designed, Organized, Produced, Coordinated, Directed, Managed, Executed and Delivered within a period of 60 minutes (including speeches by VVIPs etc.) in which the core cultural program would be of 45 minutes duration. Conduct of the Games Opening Ceremony (one stage with VVIP felicitation, MC, Dias Plan, Confetti Blasts etc.) will be in consultation with KIPG Team. Minimum two acts in the themes of the proposed acts should be befitting not only to the cultural & social background of Delhi but also portray the holistic development of Khelo India scheme over the years (performance by physically challenged performers). The Agency must ensure a seamless transition from one act to another, and the proposal should NOT give an impression of acts being forcefully stitched together. ii. Sourcing, appointing, directing, and managing of performers and other creative elements of the ceremonies in tandem with KIPG 2025. iii. Monitoring the day-to-day operations for the ceremony. iv. Logistics and production planning for the ceremony. v. Ensuring adherence to all the policies related to the Risk Management, Manpower Management, Safety Management, etc. vi. Liaison with concerned authorities for effective venue management planning, coordination, and execution. vii. All activities to be conducted in relation to the Opening Ceremony are to be created, planned, and managed as part of the Ceremony responsibilities, included but not limited to VIP welcome, to interact with the cultural departments, coordinating time for arrival, departure, and marshalling of the athletes and officials for Opening Ceremony including catering services for the crew and performers for rehearsals and the Opening Ceremony. viii. The successful Bidder shall ensure, through high-quality communication and reporting (in writing), that KIPG team is kept informed of issue(s), if any, that may arise and necessitate changes in the scope, variation, or delays. ix. Ensure smooth execution production and delivery of the Ceremony in accordance with the requirements of the KIPG 2025 x. Ceremony Venue seating layout and planning. xi. Sourcing, Accommodation, Catering & Transportation of Artistes. xii. VIP Management: Invitations to be sent out to VIPs & Dignitaries in attendance for the Opening Ceremony. VIP Management also includes “host & usher services” to ensure appropriate service levels to the Honoured Guests. xiii. Press Operations: Co-ordination with the Event Management Agency hired for KIPG 2025 (EMA- KIPG 2025) to ensure that the Media Personnel and Press Operations function are effectively incorporated into the Opening Ceremony. xiv. Security Verification: Co-ordination with the EMA- KIPG 2025, State Government Police & SPG to ensure that the relevant police verification of all the people accompanying VVIPs and VIPs has been conducted for smooth conduct of the Opening Ceremony xv. Broadcast Partner: Co-ordination with Broadcast partner to ensure that all parameters for the broadcast of the event have been covered. xvi. Vehicle Movement: Identification of parking facilities for VIPs Officials Media, etc in close co-ordination with EMA- KIPG 2025 for Transportation and City Police. xvii. Venue Signage: Co-ordinate with the EMA- KIPG 2025 to ensure that the direction signage to the venue is deployed and installed in time clearly marking the routes to and from the venue. Also, to ensure

S. NO.	PARTICULARS	SCOPE OF SERVICES
		<p>installation of in-venue signage for the Opening Ceremony. The signage shall be of fluorescent material for easy visibility in the night.</p> <p>viii. Crowd and Protocol Management: To plan & manage the entry/exit points, other access control points, to manage the spectators at the venue during the event.</p> <p>xix. Records Management: Consisting of Delivery Receipts, Inventory Records, Movement of equipment, and any other item for the successful delivery of the event, to record all operations and activities with relevant photo/documentary evidence to ensure smooth payments.</p> <p>xx. Reporting and Documentation: This is an important aspect of Event Management. The Agency is expected to create & maintain detailed reports for the Opening Ceremony, including but not limited to Production reports, Inventory reports, Workforce (Artistes) Planning & Deployment & Legacy Reports with photographs.</p> <p>xxi. 3-minute AV of the event to be prepared after completion of the Ceremony.</p> <p>Catering Service for VIP & other Guests - VIP (250 guests) and Others (450 guests) {Menu to be provided by EMA – Lunch/Snacks/Dinner}</p> <p>Note</p> <ul style="list-style-type: none"> • The cost of Licenses related to the event is the responsibility of the EMA whereas SAI can help to facilitate. • The installations and setup for the Opening Ceremony must be cleared up on the completion of the event.
3B.	Opening Ceremony- Core Production Elements	<ol style="list-style-type: none"> 1. VVIP Dias (With Back Drop) 2. Show-flow. 3. Flags (big & small to be used in multiple segments) 4. Main Stage Set-up 5. Ceremonial bands 6. Trussing structures as required. 7. Gen-sets /power back up 8. Mechanical equipment as required for structures and production. 9. Lights (intelligent lighting, moving lights, conventional lights, moving head, colour changers, gobos, etc.) 10. High end audio video reproduction equipment (high-definition projection systems, acoustics, surround sound system) 11. Mobilization of Mascots (ceremony sequence) 12. Audio Visual content complimenting the overall theme and concept. 13. Games Torch 14. World class light display / show 15. Theme Song (Vocal & instrumental versions) 16. Theme Video 17. Rigging 18. Composition 19. Recording 20. Lyrics 21. Overall ceremony venue Decor 22. Pyrotechnics/Fireworks 23. Interactive Kits for spectators Job 24. Creative Consultant 25. Cultural Performance 26. Artists (Mass cast, dance troupes, singers, performers etc.) 27. Choreographer 28. Props 29. Costumes 30. Rehearsals 31. Podium 32. Acoustics 33. Cabling 34. Local Communication and Transportation 35. Any other requirement projected by the broadcaster.

S. NO.	PARTICULARS	SCOPE OF SERVICES
		<p><i>Note: The aforesaid list is indicative & not exhaustive in nature. The Bidder is free to add any other necessary arrangements that may be required for the production and implementation of the Ceremony in consultation with the KIPG Team. The Venue should be ready by 1 day before the day of Opening Ceremony.</i></p>
3C.	Indicative Ceremony Content	<ul style="list-style-type: none"> i. Pre-Event Show – Cultural or Musical for Spectator Engagement ii. Welcome of Chief Guest, VVIPs, Dignitaries etc. (act/representation & speeches) iii. Pledge, Torch – Cauldron, Flag Hoisting etc. iv. Segments representing Theme. vi. Segments should include technological advancement of India using high end advanced technologies such as holographic /anamorphic/mixed reality etc., Arial Act, Drone Show vii. Musical concert and Theme song by Lead singer(s) viii. Innovative ideas for final act ix. Identification of suitable dining area xi. Any other Act & Ideas. <p><i>Note: Approval may be taken to run drones during ceremonies.</i></p>
4A.	Closing Ceremony	<p>The EMA-C will conceptualize, organize, manage, fabricate, and execute the Closing Ceremony for Khelo India Para Games, 2025 Delhi. The budget of the Closing Ceremony should not exceed INR 30 Lakhs, inclusive of taxes. Approximately 1000 guests, including VVIPs, are expected to attend the event. The tentative venue for Closing Ceremony would be K D Jadhav Hall, Indira Gandhi Stadium, Delhi. (Tentative).</p> <p>The Games Closing Ceremony will be an evening event with a duration of 60 minutes. Conduct of the Games Closing Ceremony (one stage with VVIP felicitation, MC, Dias Plan, Confetti Blasts etc.) will be in consultation with KIPG Team.</p> <p>Indicative Content:</p> <ul style="list-style-type: none"> 1. Pre-Event Show – Cultural or Musical for Spectator Engagement 2. Welcome of Chief Guest, VVIPs, Dignitaries etc. (act/representation & speeches) 3. Games AV etc. 4. Musical concert and Theme song by Lead singer(s) 5. Innovative ideas for final act 6. Felicitation of Winners 7. Identification of suitable dining areas. 8. Any other Act & Ideas. 9. The EMA-C will prepare a 3-minute AV of the event after completion of the Ceremony. 10. Catering Service for VIP & other Guests - VIP (200 guests) and Others (300 guests) {Menu to be provided by EMA – Lunch/Snacks/Dinner}
4B.	Core Elements – Closing Ceremony	<ul style="list-style-type: none"> 1. VVIP Dias (With Back Drop) 2. Flags (big & small to be used in multiple segments) 3. Main Stage Set-up 4. Ceremonial bands 5. Trussing structures as required. 6. Gen-sets /power back up 7. Mechanical equipment as required for structures and production. 8. Lights (intelligent lighting, moving lights, conventional lights, moving head, colour changers, gobos, etc.) 9. High end audio video reproduction equipment (high-definition projection systems, acoustics, surround sound system) 10. Mobilization of Mascots (ceremony sequence) 11. Audio Visual content complimenting the overall theme and concept. 12. Games Torch 13. World class light display / show 14. Theme Song (Vocal & instrumental versions)

S. NO.	PARTICULARS	SCOPE OF SERVICES
		15. Theme Video 16. Rigging 17. Composition 18. Recording 19. Lyrics 20. Theme Song 21. Overall ceremony venue Decor 22. Pyrotechnics/Fireworks 23. Interactive Kits for spectators Job 24. Creative Consultant 25. Cultural Performance 26. Artists (Mass cast, dance troupes, singers, performers etc.) 27. Choreographer 28. Props 29. Costumes 30. Rehearsals 31. Podium 32. Acoustics 33. Cabling 34. Local Communication and Transportation 35. Any other requirement projected by the broadcaster. <i>Note: The aforesaid list is indicative & not exhaustive in nature. The Bidder is free to add any other necessary arrangements that may be required for the production and implementation of the Ceremony in consultation with the KIPG Team. The Venue should be ready by 1 day before the day of Closing Ceremony.</i>
5.	Other Tasks	The EMA-C will perform any other task as directed by the Employer without altering the Price Bid.

Note:

Price bid should be inclusive of the prices for Design Elements as mentioned below –

S. No.	Particulars	Specifications	Unit/Remarks	Quantity Required
I	II	III	IV	V
1	Logo	Logo Creation, Tagline, and Composite Logo	Overall Cost	1
2	Jersey	AV for Jersey	Overall Cost	1
3	Mascot	Creation and Designing of Mascot 3D Module (also complete mascot brand and usage manual)	Overall Cost	1
		Creation of 3D Animation of Mascots up to 20 sec each	20 Sec	3
		Production of Mascot Costume - Adult Size	Adult Size	3
4	Torch	Torch Concept	Overall Cost	1
		Torch Design		1
		Torch Production		2
		Torch Podium / Stand with branding		1
5	Anthem Song	Anthem Song (Lyrics, composition, creation)	Overall Cost	1
		Anthem AV Ideation & Production		1

Annexure-I- Format of Pre-Proposal Queries

To,
Deputy Director
Khelo India,
Sports Authority of India,
Jawaharlal Nehru Stadium Complex, Gate no.10,
Lodhi Road, New Delhi-110003

Sub: Engagement of an Event Management Agency for Ceremonies of Khelo India Para Games
2025, Delhi

Ref: RFP No.

Dear ...

The following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

S. No.	Clause No. and Page reference	RFP text	Query
1			
2			
...			

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder

Annexure-II- Tender Submission Letter

To,
Deputy Director
Khelo India,
Sports Authority of India,
Jawaharlal Nehru Stadium Complex, Gate no.10,
Lodhi Road, New Delhi-110003

Sub: 'Engagement of an Event Management Agency for Ceremonies of Khelo India Para Games 2025, Delhi'

Ref: RFP No.

- A. I/ We, the undersigned, offer to provide the above services to SAI. We are hereby submitting our bid, in a sealed envelope.
- B. I/We, hereby declare that:
- C. We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- D. I/We have carefully read the terms and conditions of the tender document attached hereto and hereby agree to abide by the said terms and conditions.
- E. The bid is unconditional.
- F. I/We undertake that document submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- G. We shall make available to the SAI any additional information it may find necessary or require clarifying, supplement or authenticate the Bid.
- H. Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between SAI and us subject to the modifications, as may be mutually agreed to, between SAI and us.
- I. We agree to keep this bid valid for acceptance for a period of one hundred eighty (180) days from the date of opening the bid.

We understand that the SAI is not bound to accept any tender that the SAI receives.

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)
Note: On the Letterhead of the Bidder.

Annexure-III- Bidder's Authorization Certificate

To,
Deputy Director
Khelo India,
Sports Authority of India,
Jawaharlal Nehru Stadium Complex, gate no.10,
Lodhi Road, New Delhi-110003

Sub: 'Engagement of an Event Management Agency for Ceremonies of Khelo India Para Games 2025, Delhi'

Ref: RFP No.

Dear

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorised to sign relevant documents on behalf of the company/ firm in dealing with tender No. _____ dated _____. He/ She is also authorised to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Verified Signature: -

Seal of the Organisation: -

Date: -

Place: -

Note: Please attach the valid power of attorney in favour of the person signing this authorisation letter.

Annexure-IV- Performa for Affidavit

(On non-judicial stamp paper of Rs. 100/-)

I _____ Proprietor/Director/Partner of the firm M/s. _____ do hereby solemnly affirm that our firm M/s. _____ has never been blacklisted/debarred by any organization/office and there has not been any work cancelled against them by any Employer for poor performance in the last ten years reckoned from the date of invitation of Bid.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-V- Information on Bidder's Organisation

S. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST Registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Note: Please attach relevant supporting documents like Power of Attorney, Certificate of Incorporation, GST IN, TAN, PAN.

Annexure-VI- Format for Financial Capacity

Financial Year	Annual Turnover from Event Management Services
2019-20	
2020-21	
2021-22	
2022-23	
2023-24	

Note: All figures quoted above shall be substantiated by attaching the copy of Audited Annual Reports or a certificate from a Chartered Accountant.

Annexure-VII- Relevant Experience & Approach and Methodology

Section 1: Relevant Experience in Similar Assignments

Experience of Agency in providing Event Management Services

Assignment name:	Country: Location within the country:
Name of Client	Address
Name of the Legal Entity in whose name the contract is:	Duration of assignment (months):
No. of person months of the assignment:	Start date (Month/year): Completion date (Month/year):
Approx. value of the overall contract (in INR or equivalent in INR):	Approx. value of the services provided by your firm under the contract (in INR or equivalent in INR):
Narrative description of the Project:	
Detailed Scope of services, coverage and relevance to this project:	

Note:

1. *Use Separate Sheet for each Assignment.*
2. *Supporting documents such as copies of documents as stipulated in the **Eligibility Criteria** to be attached. Assignments that are not supported by documentary evidence shall not be considered for evaluation.*

Annexure-VIII- Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record: (Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked.

Name of Project responsibilities	Description of
-------------------------------------	----------------

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Key
Personnel)

Place.....

...

(Signature and name of the authorized signatory of the Applicant)

Annexure-IX - Price Bid Summary

Sl. No.	Name of Item	TOTAL AMOUNT Without Taxes in Rs. P	GST %	GST Amount	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	14	3	4	5
1	Summary Sheet					
1.01	Launch Ceremony & Design			0.00	0.00	INR Zero Only
1.02	Promotional Activities			0.00	0.00	INR Zero Only
1.03	Opening Ceremony			0.00	0.00	INR Zero Only
1.04	Closing Ceremony			0.00	0.00	INR Zero Only
Total in Figures		0.00		0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

NOTE:

- The **Upper Limit** for all the three above ceremonies combined is **INR 3,00,00,000** (including GST)
- **Detailed breakup** with unit price of each element/item is required as part of the **Financial Bid** for each of the above elements mentioned. The same may be provided as per **Annexure IX-A, B, C & D** attached with the price bid summary.
- Price bid along with breakup elements Annexures should only be uploaded in the price bid section of the portal.
- Price to be quoted by the bidders should not exceed the upper limit mentioned above.

Annexure-IX A - Launch Ceremony & Design Price Breakup

BOQ Ceremonies - Launch Ceremony & Design								
S. No.	Particulars	Specification	Unit / Remarks	Quantity Required	Days / Duration	Unit Price (in INR)	Total Amount excluding GST (in INR)	Total Amount including GST (in INR)
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-

Annexure-IX B – Promotional Activities Price Breakup

BOQ Ceremonies – Promotional Activities								
S. No.	Particulars	Specification	Unit / Remarks	Quantity Required	Days / Duration	Unit Price (in INR)	Total Amount excluding GST (in INR)	Total Amount including GST (in INR)
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-

Annexure-IX C - Opening Ceremony Price Breakup

BOQ Ceremonies - Opening Ceremony								
S. No.	Particulars	Specification	Unit / Remarks	Quantity Required	Days / Duration	Unit Price (in INR)	Total Amount excluding GST (in INR)	Total Amount including GST (in INR)
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-

Annexure-IX D - Closing Ceremony Price Breakup

BOQ Ceremonies - Closing Ceremony								
S. No.	Particulars	Specification	Unit / Remarks	Quantity Required	Days / Duration	Unit Price (in INR)	Total Amount excluding GST (in INR)	Total Amount including GST (in INR)
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-

Annexure X – Draft Form of Contract

CONTRACT

for

**Engagement of an Event Management Agency for Ceremonies of
Khelo India Para Games, Delhi 2025**

Between

Sports Authority of India, Government of India

and

XXXXXX

Dated: XX XXXXX 2025

I. Contract

This CONTRACT (hereinafter called the “Contract”) is made on XXXXXX 2025, between Sports Authority of India (hereinafter called the “Employer”), of the First Part and, XXXXXXXXXXXXXXXXXXXX (hereinafter called the “Agency”) of the Second Part.

WHEREAS

- a) the Agency, having represented to the “Employer” that he has the required professional skills, personnel, and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract.
- b) the “Employer” has accepted the offer of the Agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following General Conditions of Contract (GCC) shall be deemed to form an integral part of this Contract:
2. The mutual rights and obligations of the “Employer” and the Agency shall be as set forth in the Contract, in particular:
 - a) The Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - b) The “Employer” shall make payments to the Agency in accordance with the provisions of the Contract. Request for Proposal (RFP) Document, pre-bid clarifications if any and financial proposal shall form part of this contract agreement.

IN WITNESS WHEREOF, the Parties hereto have signed in their respective names as of the day and year first above written.

For and on behalf of <u>Sports Authority of India</u> _____ Designation,	For and on behalf of XXXXXXXXXXXXXXXXXXXX _____ Designation.
Witness 1.	Witness 1.

II. General Conditions of Contract

1. General Provisions

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of Law in India for the time being.
- (b) “Agency” means {Name of Agency} that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the contract signed by the Parties and all the attached documents listed in its **Clause 1** that is the General Conditions (GC) with 9 clauses in total.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to **Clause GC 2.1.**
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s country.
- (g) “GC” means these General Conditions of Contract.

- (h) "Local Currency" means Indian Rupees.
- (i) "Party" means the "Employer" or the Agency, as the case may be, and "Parties" means both of them.
- (j) "Personnel" means professional services provided by the Agency assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in **Clause GC 4.2(a)**.
- (k) "Reimbursable expenses" means all assignment-related costs as admissible to be reimbursed [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (l) "SC" means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (m) "Services" means the work to be performed by the Agency pursuant to this Contract,
- (n) "Sub-Agencies" means any person or entity to whom/which the Agency subcontracts any part of the Services, with the approval of the Employer.
- (o) "Third Party" means any person or entity other than the "Employer", or the Agency.
- (p) "In writing" means communicated in written form.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Agency. The Agency, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible and accountable for the Services performed by them or on their behalf hereunder. For the limited and specific purpose of purchasing materials and engaging the services of third parties strictly necessary for providing the Services under this Agreement, the Employer hereby grants the Agency a Limited Agency, subject to the following conditions:

- (a) The Agency shall not represent itself as having authority to bind the Employer beyond the expressly defined scope of this Limited Agency.
- (b) The Agency shall ensure that all third-party engagements are made in the name of the Agency, and not the Employer, unless otherwise authorized in writing.
- (c) The Employer shall bear no liability for any acts, omissions, or contractual obligations undertaken by the Agency in excess of the Limited Agency scope.

Save and except for the Limited Agency expressly created under this Agreement, the Agency agrees that it is an independent entity and that neither party is the legal representative of the other. Furthermore, Agency Personnel and other third parties engaged to perform Services under this Agreement shall not be deemed employees of the Employer. The Agency shall indemnify and hold harmless the Employer from any claims, liabilities, or damages arising out of acts or omissions of the Agency, its Personnel, or third parties engaged by it.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

- 1.5.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract 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 to such Party at the address provided by the employer.

1.5.2 A Party may change its address for notice, hereunder by giving the other Party sufficient time in notice in writing of such change to the address provided by the employer.

1.6 Location: The Services shall be performed in Delhi and where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Agency may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties: The Agency shall be solely responsible for the payment of all direct and indirect taxes, duties, fees, and other statutory impositions levied under the applicable laws of India in connection with the performance of its obligations under this Agreement.

1.9 Fraud and Corruption

1.9.1 Definitions: The Employer is committed to upholding the highest standards of ethics in the execution of this Contract and expects the Agency to adhere to the same. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- a) “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
- b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.
- c) “Collusive practices” means a scheme or arrangement between two or more Agencies, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels.
- d) “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.

The Agency undertakes to comply with these ethical standards and acknowledges that any violation may result in termination of the Contract, blacklisting, legal action, or other appropriate remedial measures as determined by the Employer.

1.9.2 Measures to be taken by the Employer.

- a) The Employer may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation.
- b) The Employer may also issue sanction against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.9.3 Commissions and Fees

At the time of execution of the Contract, the Consultant shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. Commencement, Completion, Modification, and Termination of contract

2.1 Effective Date for Commencement of Contract:

This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s Notice to the Agency instructing the Agency “to begin carrying out the Services. This Notice shall confirm that the conditions precedent and effective conditions, if any, listed in the SC have been met and/or shall be complied within the given time.

2.2 Termination of Contract for Failure to Become Effective:

If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the agreement, the Employer may, by not less than Twenty-One (21) days written Notice to the Agency, declare this Contract to be null and void, and in the event of such a declaration by the Employer, neither Party shall have any claim against the other Party with respect thereto.

2.3 Commencement of Services:

The Agency shall begin carrying out the Services not later than 7 days, after the execution of the contract.

2.4 Expiration of Contract:

Unless terminated earlier pursuant to **Clause GC 2.9** hereof, this Contract shall expire immediately after the end of the event.

2.5 Entire Agreement:

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has 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.

2.6 Modifications or Variations:

- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to **Clause GC 7.2** hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’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, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Agencies or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c) Subject to **clause 2.7.2**, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract:

A Party’s failure to fulfil its obligations under this Contract shall not constitute a breach or default to the extent that such failure is caused by an event of Force Majeure, provided that the affected

Party has taken all reasonable precautions, exercised due care, and implemented all reasonable alternative measures to fulfil its obligations under this Contract.

2.7.3 Measures to be Taken:

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than seven (7) 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 shall, pursuant to this Contract, 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 as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the “Employer”, shall either:
 - (i) demobilize, or
 - (ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to **Clause GC 8**.

2.8 Suspension

The “Employer” may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract or as instructed by the “Employer”.

2.9 Termination

2.9.1 By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause.

- a) If the Agency fails to respond to a Notice of suspension pursuant to **Clause GC 2.8** hereinabove.
- b) If the Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Agency fails to comply with any final decision reached as a result of Arbitration proceedings pursuant to **Clause GC 8** hereof.
- d) If the Agency, on due investigation and in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations, or interests of the “Employer”.
- f) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the Agency fails to provide the quality services as envisaged under this Contract. The Employer may review at its discretion if so decide to give one chance to the Agency to improve the quality of the services.
- h) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence as aforesaid the “Employer” shall give a not less than fifteen (15) days’ written Notice of termination to the Agency.

2.9.2 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to **Clauses GC 2.2** or **GC 2.9** hereof, or upon expiration of this Contract pursuant to **Clause GC 2.4** hereof, 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 **Clause GC 3.3** hereof, (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in **Clause GC 3.6** hereof, and (iv) any right which a Party may have under the Law.

2.9.3 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to **Clauses GC 2.9.1.1** or **GC 2.9.2** hereof, the Agency 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 and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the "Employer", the Agency shall proceed as provided, respectively, by **Clauses GC 3.9** or **GC 3.10** hereof.

2.9.4 Payment upon Termination: Upon termination of this Contract pursuant to **Clauses GC 2.9.1** or **GC 2.9.2** hereof, the "Employer" shall make the following payments to the Agency:

- a) If the Contract is terminated pursuant to **Clause 2.9.1.1 (g), (h)**, remuneration pursuant to **Clause GC 6.3** hereof for Services satisfactorily performed as per the agreed scope prior to the effective date of termination, and reimbursable expenditures for expenditures actually and reasonably incurred prior to the effective date of termination.
- b) If the agreement is terminated pursuant of **Clause 2.9.1.1 (a) to (f)**, the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of **Clause 9** of this agreement. The Agency will be required to pay any such damages to client within 30 days of termination date.

2.9.5 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of **Clause GC 2.9.1.1** or in **Clause GC 2.9.2** hereof has occurred, such Party may, within Thirty (30) days after receipt of Notice of termination from the other Party, refer the matter to **Clause GC 8** hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting Arbitral Award.

3. Obligations of the Agency

3.1 General

3.1.1 Standard of Performance: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective Equipment, Machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer's" legitimate interests in any dealings with Sub-Agencies or Third Parties.

3.2 Conflict of Interests: The Agency shall hold the "Employer's" interests 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 reasons, the Agency shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 AGENCY not to benefit from Commissions, Discounts, etc.:

- a. The payment of the Agency pursuant to **Clause GC 6** hereof shall constitute the Agency's only payment in connection with this Contract and, subject to **Clause GC 3.2.2** hereof, the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agencies, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b. Furthermore, if the Agency, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Agency shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 AGENCY and Affiliates Not to Engage in Certain Activities: The Agency agrees that, during the term of this Contract and after its termination, the AGENCY and any entity affiliated with the Agency, as well as any Sub-Agencies and any entity affiliated with such Sub-Agencies, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Agency's Services for the preparation or implementation of this project.

3.2.3 Prohibition of Conflicting Activities: The Agency shall not engage and shall cause their Personnel as well as their Sub-Agencies and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality:

Except with the prior written consent of the "Employer", the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Intellectual Property Rights:

The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Agency owns or has the right to use in performing the service. Notwithstanding the delivery of any reports, the Agency retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the services), and in any working papers compiled in connection with the services (but not any information pertaining to Sports Authority of India reflected in them). To the extent that the Agency's Materials are embedded in any reports, deliverables, or outputs provided to SAI, the Agency grants SAI a non-exclusive, royalty-free, perpetual, and irrevocable license to use, reproduce, and modify such Materials solely for internal purposes related to this Contract.

3.5 Liability of the AGENCY:

The Agencies' liability under this contract shall be provided by the Applicable Law.

3.6 Insurance to be Taken out by the AGENCY:

The Agency:

- (i) shall take out and maintain and shall cause any Sub-Agencies to take out and maintain insurance, at their (or the Sub-Agencies', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for any other coverage specified by the employer.
- (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.7 Accounting, Inspection and Auditing:

Agency agrees to keep full and proper records of all third-party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement ("Records"). Any such Records shall be kept for a period of not less than eighteen (18) Months after the relevant transaction or, if the Agency /Employer relationship terminates or expires, eighteen (18) Months after the effective date of the termination or expiration, whichever comes first. Upon ten (10) days prior

Notice to Agency, Employer or its authorized representatives will be entitled to have such Records examined during Agency's normal business hours.

Under no circumstances will Employer have access to Agency's general ledger information, Agency overhead or profitability data or to payroll, salary or bonus information, or timecards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by Agency of third-party invoices, or internal or external Agency correspondence or communications regarding the keeping of client's records or regarding any other Client Audit.

3.8 AGENCY's Actions Requiring "Employer's Prior Approval:

The Agency shall obtain the "Employer's prior approval in writing before taking any of the following actions:

- a) Any change or addition to the Personnel submitted as per the format attached with **Annexure-VIII**.
- b) Subcontracts: the Agency may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Agency shall always retain full responsibility for the Services. If any Sub-Agencies are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Agency to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.9 Reporting Obligations:

The Agency shall submit to the "Employer" the all the final reports and documents, in the form, in the numbers and within the time periods notified by SAI. Final reports shall be delivered in the form of hard copies.

3.9.1 Documents Prepared by the Agency to be the Property of the "Employer".

All plans, drawings, specifications, designs, reports, other documents, and software prepared by the Agency for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the "Employer's prior written approval to such Agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9.2 Equipment, Vehicles and Materials Furnished by the "Employer's.

Equipment, vehicles and materials made available to the Agency by the "Employer" or purchased by the Agency wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's instructions. While in possession of such Equipment, Vehicles and materials, the Agency, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

3.10 Equipment and Materials provided by the Agencies:

Equipment or materials brought into the Government's Country by the Agency and the Personnel and used either for the Project or personal use shall remain the property of the Agency or the Personnel concerned, as applicable.

4. Consultancy Agency

4.1 General: The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services as are approved by the Employer.

4.2 Description of Personnel:

- (a) The title agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Agency's Key Personnel are as per the Agency's. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.
- (b) If required to comply with the provisions of **Clause GC 3.1.1** hereof, adjustments with respect to the estimated periods of engagement of Key Personnel may be made by the Agency by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or One Week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **Clause GC 6.1(b)** of this Contract. Any other such adjustments shall only be made with the "Employer's" written approval.
- (c) If additional work is required beyond the scope of the Services specified in **Section 7** of this RFP, the estimated periods of engagement of Key Personnel may be increased by a separate Agreement in writing between the "Employer" and the Agency. In case where payments under this Contract exceed the ceilings set forth in **Clause GC 6.1(b)** of this Contract, this will be explicitly mentioned in the Agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Agencies listed by title as well as by name are hereby approved by the "Employer". In respect of other Personnel which the Agency proposes to use in the carrying out of the Services, the Agency shall submit to the "Employer" for review and approval a copy of their Curriculum Vitae (CVs).

4.4 Resident Project Manager: If required by the employer, the Agency shall always ensure that during the Agency's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. Obligations of the "Employer"

5.1 Assistance and Exemptions: The "Employer" shall use its best efforts to ensure that the Government shall:

- a) Provide the Agency with work permits and such other documents as shall be necessary to enable the Agency to perform the Services.
- b) Issue to Officials, Agents and Representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. Service Tax or any such applicable Tax from time to time, which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by Agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in **Clause GC 6.1(b)**.

5.3 Services, Facilities and Property of the "Employer":

- (a) The "Employer" shall make available to the Agency and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property.
- (b) In case that such services, facilities and property shall not be made available to the Agency, the Parties shall agree on any time extension that it may be appropriate to grant to the Agency for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Agency under this Contract, the "Employer" shall make to the Agency such payments and in such manner as is provided by **Clause GC 6** of this Contract.

6. Payments to the Agency

6.1 Total Cost of the Services

- (a) The format for total cost of the Services is set forth in **Annexure- IX** (to be provided by the bidder) as per the Agency's proposal to the Employer and as negotiated thereafter.
- (b) Except as may be otherwise agreed under **Clause GC 2.6** and subject to **Clause GC 6.1(c)**, payments under this Contract shall not exceed the amount specified in **Annexure- IX** (to be provided by the bidder).
- (c) Notwithstanding **Clause GC 6.1(b)** hereof, if pursuant to any of the **Clauses GC 4.2 (c) or 5.2** hereof, the Parties shall agree that additional payments shall be made to the Agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in **Clause GC 6.1(a)** above, the ceiling or ceilings, as the case may be, set forth in **Clause GC 6.1(b)** above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made only in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:
Agency shall be submitting supporting documents for every payment milestone.

S. NO.	DESCRIPTION	PAYMENT
1.	Launch Ceremony (Amount quoted under the same heading in Annexure IX -Financial Bid)	
a.	After completion of the Launch Ceremony in Delhi	75%
b.	Final Audit Report including photographs, videos, reports etc.	25%
2.	Promotion Activities (Amount quoted under the same heading in Annexure IX - Financial Bid)	
a.	After completion of the Promotional Activities by Opening Ceremony in Delhi	25%
b.	Final Audit Report including photographs, videos, reports etc.	75%
3.	Opening Ceremony (Amount quoted under the same heading in Annexure IX - Financial Bid)	
a.	After completion of the Opening Ceremony in Delhi	75%
b.	Final Audit Report including photographs, videos, reports etc.	25%
4.	Closing Ceremony (Amount quoted under the same heading in Annexure IX -Financial Bid)	
a.	After completion of the Closing Ceremony in Delhi	75%
b.	Final Audit Report including photographs, videos, reports etc.	25%

6.4 Agency must ensure that any additional work done by the Agency has to be approved by Sports Authority of India in writing, otherwise, it will not be considered for payments.

6.5 All billed items are to be signed off by respective FA Head from SAI/ State regarding quantity, quality and successful completion as per agreed timelines. These need to be backed up by relevant Evidence (Photographs, Videos, Lists signed off by Competent Authority). The payment shall be made only after the submission of payment recommendation by the Tender Audit Committee.

7. Fairness and Good Faith

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to Arbitration in accordance with **Clause GC 8** hereof.

8. Settlement of Disputes

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the Contract, in case of dispute arises between the parties regarding any matter under the Contract, either party of the Contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 (Thirty) days after receipt. If that party fails to respond within 30 (Thirty) days, or the dispute cannot be amicably settled within 60 (Sixty) days following the response of that party, **Clause GC 8.2** shall become applicable.

8.2 Arbitration: : If any difference or disputes arises under this RFP and/or the Agreement, as the case may be, which cannot otherwise be amicably resolved between the parties through Mediation, then such dispute shall be settled by way of arbitration and either Party shall be entitled to refer the dispute to Arbitration under Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof in force. The Arbitration shall be conducted before Arbitral Tribunal comprising of a sole arbitrator to be appointed with the mutual consent of the Parties or appointed by Hon'ble High Court of Delhi while deciding an application under Section 11 of the Act. The arbitration proceedings shall be conducted as per Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

8.3 The venue for arbitration shall be India International Arbitration Centre, New Delhi in accordance with the D.O. No. A-60011/50/2023-ADR dated 05.04.2024 and the courts of New Delhi shall be vested with exclusive jurisdiction and the seat/venue of arbitration shall be at New Delhi and the language of arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The arbitration award shall be final, and the judgment thereupon may be entered in the courts of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

8.5 Each party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrator shall be shared equally by both the parties unless the award otherwise provides. It is further agreed between the parties hereto that such arbitration proceedings shall be completed within a period of eight (8) calendar months from the date of reference.

8.6 The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of Arbitration proceedings.

8.7 SAI shall have the right to bring an action seeking injunctive or other equitable relief before the courts at New Delhi, India if it reasonably believes that damages may not be an adequate remedy for any breach by the Bidder.

9. Liquidated Damages and Penalties

9.1 The Agency hereby agrees that due to negligence of act of the Agency, if the "Employer" suffers losses, damages the quantification of which may be difficult, and hence the amount specified

hereunder shall be construed as reasonable estimate of the damages and Agency agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the Contract as specified in **Annexure- IX**.

9.3 The liquidated damages shall also be applicable under following circumstances:

- a) If the deliverables are not submitted as per schedule or Agency does not follow the approved script by SAI, the Agency shall be liable to pay 10% of the total cost of the services for delay of each week or part thereof.
- b) If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer, the Agency shall be liable for Liquidated Damages for an amount equal to 10% of total cost of the services for every week or part thereof for the delay.
- c) If the deliverables are not meeting the authority expectations as per the workplan or the technical presentation which may result in deduction over and above 10% of the services.

9.4 Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in Contract or in Tort or otherwise for special, punitive, indirect, or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

10. Substitution of Key Personnel During Execution of Contract

10.1 Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. This will be subject to reduction in remuneration. Such substitution will be limited to not more than 30% of the total key personnel, subject to equality, or better, qualified, and experienced personnel being provided to the satisfaction of the procuring entity.

10.2 Replacement of first 10% of key personnel will result in reduction by 5% of the remuneration which would have been paid to the original personnel, from the date of replacement till the completion of contract.

10.3 In case of the next 10% replacement, the reduction in the remuneration will be equal to 10% and for the third 10% replacement such reduction will be equal to say 15%.

MISCELLANEOUS PROVISIONS:

- (i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) The Agency shall notify the Employer/ the Government of India of any material change in their status where such change would impact on performance of obligations under this Contract.
- (iii) The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (iv) The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.
- (v) The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
- (vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (vii) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for

employment of persons engaged by the (Agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

Annexure XI
Form of Bank Guarantee for Performance Security

To,
Deputy Director
Khelo India,
Sports Authority of India,
Jawaharlal Nehru Stadium Complex, gate no.10,
Lodhi Road, New Delhi-110003

WHEREAS _____ [Name and address of the Service Provider] (hereinafter called "the Agency") has undertaken, in pursuance of Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works] (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee.

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor of the services to be performed thereunder or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

"This guarantee shall also be operable at our..... Branch at Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove."

- A. Our liability under this guarantee shall not exceed Rs. _____ (Rupees_____).
- B. This bank guarantee shall be valid up to _____.
- C. We are liable to pay the guaranteed Amount or any part thereof under this Bank guarantee only and only if you serve upon us, a written claim or demand on or before _____.

Signature and Seal of the Guarantor _____

In the presence of

Name and Designation

1. _____
(Name, Signature & Occupation)

Name of the Bank

Address

2. _____
(Name & Occupation)

Date: