

Ref. No:01-28/20/2023-HO - Events and Competition

**REQUEST FOR PROPOSAL**  
**(LIMITED)**

**HIRING OF SPONSORS**

**FOR**

**3 UPCOMING EDITIONS OF KHELO INDIA GAMES**

DATE OF RELEASE – 22.12.2023

SPORTS AUTHORITY OF INDIA (SAI)  
1<sup>st</sup> Floor, SAI, HQ, JLN Stadium, Entry from Gate  
Number 10, Lodhi Road, New Delhi- 110003

# CONTENTS

DISCLAIMER .....	3
1. INTRODUCTION.....	4
2. DEFINITIONS AND ABBREVIATIONS .....	5
3. BID SCHEDULE.....	7
4. ELIGIBILITY CRITERIA.....	7
5. BID SECURITY /EARNEST MONEY DEPOSIT (EMD) .....	7
6. BID VALIDITY .....	8
7. SIGNING OF BID .....	9
8. CLARIFICATION OF BID.....	9
9. INSTRUCTIONS TO APPLICANTS.....	9
10. RIGHT TO VARY SCOPE OF WORK .....	11
11. AWARD OF CONTRACT.....	11
12. PERFORMANCE SECURITY .....	11
13. INTELLECTUAL PROPERTY .....	12
14. PENALTY CLAUSE .....	12
15. REPRESENTATIONS AND WARRANTIES .....	13
16. INDEMNIFICATIONS AND LIABILITES .....	13
17. FORCE MAJEURE .....	13
18. DISPUTE RESOLUTION MECHANISM .....	14
19. APPLICABLE LAW .....	14
20. CORRUPT OR FRAUDULENT PRACTICES .....	15
21. CONFIDENTIALTY .....	15
Annexure I – TERMS OF REFERENCE .....	16
Annexure II – COMMERCIAL BID FORMAT .....	22
Annexure III – INSTRUCTIONS FOR ONLINE BID SUBMISSION .....	24
Annexure IV - POWER OF ATTORNEY .....	26

## **DISCLAIMER**

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

# **KHELO INDIA GAMES**

## **1. INTRODUCTION**

Khelo India program aims at strengthening the entire sports ecosystem to promote the twin objectives of mass participation and promotion of excellence in sports. It has been introduced to revive the sports culture in India at the grass-root level by building a framework for all sports played in our country and establish India as a great sporting nation. In pursuit of the aforesaid objectives, the scheme inter-alia envisages encouraging private sector participation so as to harness the capability, management and expertise of private sector in strengthening and transforming the sports eco system.

Khelo India Games is declared as an 'Event of National importance' as on 2nd January 2020 as per sub-section (l) of section 2 of the Sports Broadcasting Signals Act, 2007.

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

- 1.1 Under this vertical, first edition of Khelo India School Games (KISG 2018) was successfully conducted from 31<sup>st</sup> January to 8<sup>th</sup> February 2018 in New Delhi with participation of 3507 athletes, 578 Technical Officials, 1453 support staff and 868 Volunteers. The opening ceremony of the games was graced by Hon'ble Prime Minister of India Sh. Narendra Modi. This was followed by 5 editions of Khelo India Youth Games (KIYG) and 3 editions of Khelo India University Games (KIUG) across various states of India.

### **Khelo India & Corporate Sponsorship**

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

### **Benefits of Sponsorship**

- 1.4 The range of events and entities that businesses sponsor is broad. They tend to sponsor from school games and leagues to the Olympics. Over the last five years, Khelo India has established a widespread visibility in variety of sporting ways and through the Khelo India Games which is evolving with every edition.
- 1.5 The purpose of this RFP is to invite sponsorship for the upcoming editions of Khelo India Games that are, Khelo India Youth Games (19<sup>th</sup> January – 31<sup>st</sup> January 2024), Khelo India Winter Games (2<sup>nd</sup> February – 6<sup>th</sup> February 2024) and Khelo India University Games (18<sup>th</sup> February 2024 onwards). SAI's aim is to onboard sponsors for all 3 editions, thereby giving enough marketing opportunity, visibility and leverage to the interested parties. This would enable greater revenue flow as well as garner excellent viewership and goodwill to the sponsors. This will help in establishing long-running associations with the Khelo India Games, serving as sponsor for 3 upcoming editions. This in turn can help them elevate their brand image within and outside of their existing customer base.

- 1.6 With additional financial security through potential sponsors, SAI can take the Khelo India Games to an elevated level. It can make the event become stronger providing more resources which can further add more credibility to the mission and vision envisaged during the implementation of the games.
- 1.7 Partnering with an event like Khelo India Games, sponsors get the opportunity to get better brand visibility and reach out to the new and young audience taking part in the Games. Logos and the brand images catch the eyeballs creating engagement with the audience attending the Games. In the last edition of Khelo India Games which were the Khelo India Para Games, 2023 the sponsors were able to reach out to close to 20,000 audiences with a potential to tap into additional business.
- 1.8 As the Games are broadcasted on prominent TV platforms, Over-The-Top (OTT) and social media with wide outreach and customer base, the sponsors get the additional leverage on the visibility of their brand images, logos and product during the games. In this regard it is to be mentioned that the next edition of Khelo India Youth Games will be broadcasted on Doordarshan (tentative), OTT and other platforms. On an average, **more than 80 million viewership had been garnered in the last 5 editions of Khelo India Games** giving the extra push to the sponsors.

## 2. DEFINITIONS AND ABBREVIATIONS:

The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

2.1 “**Agency**”, “**Applicant**”, “**Bidder**”, and “**Sponsorship Agency**” means the registered entities or association of persons specified under Clause 4 of this RFP, who are required submit their Bid proposals for providing Services in accordance with this RFP.

2.2 “**Bid**” (including the term “tender”, “offer”, “quotation” or “proposal” in certain contexts) means an offer to provide services in accordance with the terms and conditions set out in this RFP.

2.3 “**Bid Security/ Earnest Money Deposit**” means the monetary or financial guarantee to be furnished by an Agency along with its Bid, in the manner specified under Clause 5 of this RFP.

2.4 “**Contract**” means the written agreement entered into between the Agency/Applicant/Bidder/Sponsorship Agency whose Bid is accepted and SAI, together with all the documents mentioned therein, including all attachments, annexures etc. forming part thereof, pursuant to this RFP.

2.5 “**Letter/Notification of Award**” means the letter issued by SAI to an Agency whose Bid is accepted, to provide Services in conformity with the terms and conditions set forth in this RFP, including any subsequent amendments thereof.

2.6 “**Performance Security**” means monetary or financial guarantee to be furnished by an Agency whose Bid is accepted for due performance of the Contract placed on it, in the manner and as per the terms specified under Clause 12 of this RFP.

2.8 “**RFP**” means this Request for Proposal issued by SAI, including any amendments made thereunder, for the purpose as mentioned in this document.

2.9 “**Services**” mean services as mentioned under the Terms of Reference of this RFP, and other such obligations of an Agency under the Contract.

2.10 “**Sponsor**”, “**Event Sponsor**” means the three categories of sponsors namely, Principal Sponsor, Powered by Sponsor and Co-Powered by Sponsor, as specified under the Terms of Reference of this RFP and identified by an Agency, or an Agency itself.

2.11 “**Sponsorship Rights**” mean the rights granted to Sponsors, as mentioned under the Terms of Reference of this RFP.

2.12 “**Terms of Reference (TOR)**” means **Annexure I** of this RFP which explains *inter alia* the scope of Services to be performed by an Agency whose Bid is accepted.

### 3. BID SCHEDULE

3.1 The Bid Schedule is as follows:

Date of Release	22.12.2023 at 1400 Hrs
Last date for queries /clarifications	29.12.2023 till 1700 Hrs
Date Pre-Bid Conference (Video Conference)	29.12.2023 at 1200 Hrs Link for Pre-bid Meeting is below- <a href="https://meet.google.com/vrz-eser-zer">https://meet.google.com/vrz-eser-zer</a>
Bid Submission start date	22.12.2023 at 1400 Hrs
Bid submission end date and time	05.01.2024 at 1430 Hrs
Opening of Bid	06.01.2024 at 1430 Hrs
EMD Amount	INR 3,00,000/-

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

### 4. ELIGIBILITY CRITERIA

- 4.1 This is a limited RFP floated for the participation of following Sponsorship Agencies that have been Empanelled by SAI vide RFE No. 01-23003(02)/3/2021-HO - Khelo India Division published on 14.10.2021:
- i. **Gameplan Sports Private Limited**
  - ii. **ITW Consulting Private Limited**
  - iii. **JSW Sports Private Limited**
  - iv. **Laqshya Event IP Private Limited**
  - v. **SFA Sporting Services Private Limited**
  - vi. **Twenty First Century Media Private Limited**

**Note** :- All the empanelled agencies are expected to participate in the bid. SAI reserves the right to take suitable action as deemed fit including cancellation of empanelment in case of non-participation without valid justification. Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non – responsive and will not be considered further.

### 5. BID SECURITY /EARNEST MONEY DEPOSIT (EMD)

- 5.1. The Bidder shall furnish along with its Bid, a Bid Security for an amount of INR 3,00,000 (Indian Rupees Three Lakhs only).
- 5.2. The Bid Security is required in order to protect SAI against the risk of the Bidder's unwarranted conduct as amplified under subsequent sections of this RFP. Non-submission of Bid Security shall be considered as a major deviation and hence, any Bid made for the project without furnishing Bid Security shall not be considered valid by SAI.
- 5.3. Bid Security must be submitted to SAI before Bid submission end date and time as mentioned in the Bid Schedule above.
- 5.4. In the event the Bidder is exempted from furnishing such Bid Security pursuant to any Notification of the Government of India to that effect, then the Bidder shall furnish the relevant Notification along with required documents such as a valid Registration Certificate along with all other relevant documents. If no such Notification or Registration Certificate along with relevant documents is furnished along with the Bid, the Bid shall be treated as un-responsive and shall be summarily ignored without any further reference.

- 5.5. The Bid Security shall be furnished in one of the following forms:
- a. Account Payee Demand Draft
  - b. Banker's Cheque
  - c. Electronic Bank Guarantee
  - d. Fixed Deposit (FDR)
  - e. Bank Guarantee from any of the Commercial Banks
  - f. Insurance Surety Bonds (OM No. F.1/2/2022 - PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022)
  - g. Any online acceptable method (NEFT/RTGS) as per the following details (the Bidder must submit a copy of UTR No. in case the transaction is done by this method)  
A/C NAME: SECRETARY SAI (KHELO INDIA)  
A/C NO: 108510100032325  
BANK NAME: UNION BANK OF INDIA  
BANK BRANCH: J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI  
IFSC CODE: UBIN0810851
- 5.6 Demand Draft/Bankers Cheque/FDR/BG from a Scheduled Commercial Bank drawn in favor of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi shall be deposited in the office of KHELO INDIA, Room No. 5, 1st Floor, Ramp No 5A, JLN Stadium, Lodhi Road on or before scheduled date given in this RFP.
- 5.7 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.
- 5.8 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 120 (75 + 45) days from the date of opening of the Technical Bid.
- 5.9 The Bid Security may be forfeited if an Agency:
- a) Withdraws or amends or impairs or derogates its Bid during the period of Bid validity.
  - b) Fails to accept orders issued in its favor for execution, and / or violates the terms and conditions of the Contract after submission of the Bid.
  - c) Successfully qualifies for the Bid but fails to sign the Contract within the stipulated time period.
  - d) Without prejudice to other rights of SAI, if it fails to furnish the required Performance Security within the specified time period.

## **6. BID VALIDITY**

- 6.1 The Bid shall remain valid for acceptance for a period of 75 days (seventy-five) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 6.2 In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, shall extend the same without any change or modification of their original Bid.
- 6.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

## 7. SIGNING OF BID

- 7.1 Bid shall be typed and the same shall be signed by the Bidder or by any person(s) who has been duly authorized (as mentioned in RFE for Empanelment of Sports Sponsorship Agencies) to bind the Bidder to the Contract. In case of non – availability of authorized signature as mentioned in the RFE, the Bidder may authorize any other person to sign the Bid documents. An undertaking to this effect shall be duly submitted by the Bidder (as per format attached in **Annexure IV**) to SAI.
- 7.2 The Bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall strictly not contain any erasure or overwriting. Any part of the Bidding Documents that contain erasure or overwriting shall be deemed invalid and thereby not be considered by SAI.

## 8. CLARIFICATION OF BID

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

## 9. INSTRUCTIONS TO APPLICANTS

### 9.1 Number of Proposals and respondents

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

### 9.2 Proposal preparation cost

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

### 9.3 Right to accept and reject any or all the Proposals

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

#### **9.4 Data Identification and Collection**

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

### **Preparation and submission of Proposals**

#### **9.5 Language and currency**

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

#### **9.6 Format and signing of Proposals**

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

#### **9.7 Submission of e-bid/Proposal**

- Instructions for online bid submission are explained under **Annexure – III**.

#### **9.8 Deadline for submission**

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

#### **9.9 Late submission**

- The server time indicated in the Bid management window on the e- procurement website <http://eprocure.gov.in/eprocure/app> will be the time by which the e- bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Applicant cannot submit its e-bid/Proposal. Applicant must start the Bid submission well in advance so that the submission process occurs smoothly. The Applicant shall be solely responsible if its e-bid/Proposal is not submitted in time

due to any problems/faults attributable to the Applicant, for whatsoever reason, during the e-bid/Proposal submission process.

#### **9.10 Selection of the Agency**

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

### **10. RIGHT TO VARY SCOPE OF WORK**

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

### **11. AWARD OF CONTRACT**

- 11.1 SAI reserves the right to accept or reject a Bid, to cancel/abort the RFP process, and/or reject all Bids at any time prior to the awarding of Contract. Notwithstanding the same, SAI shall not be responsible for any loss, indirect, incidental or consequential damages incurred by the empaneled Agencies as a result of such actions taken by SAI.
- 11.2 SAI shall award the Contract to the highest quoting Bidder, subject to the fulfilment of any and/or all terms and conditions provided under this RFP.

### **12. PERFORMANCE SECURITY**

- 12.1 **For Sponsors:** Not Applicable
- 12.2 **For Agency:** 3% of the calculated sponsorship value to be paid within 14 days of finalization of sponsor in each category.
- 12.3 The Agency shall be required to give Performance Security for the amount equivalent to 3% of the sponsorship value. Performance Security will be in the form of 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.
- 12.4 SAI will have the right to invoke the Performance Security without assigning any reasons if the selected Agency defaults or is deemed to have defaulted or in case the proposed sponsor withdraws and/or defaults in any terms of the tender documents and empanelment may be cancelled.
- 12.5 Successful Agency shall be required to give Performance Security within 15 days of issuance of Notification of Award by SAI. In the event of default in submission of Performance Security within the stipulated time, the Agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the "committed sponsorship value" per day of delay subject to a maximum delay of 7 (seven) days unless payment in a staggered manner is allowed. If delay continues beyond 7 (seven) days, SAI shall have the right to cancel empanelment with the right to other legal remedies that may be available under law.
- 12.6 The Performance Security shall be immediately replenished by the Bidder in the event Performance Security is invoked by SAI.
- 12.7 The Performance Security should remain valid for an additional period of 60 (sixty) days beyond the timelines mentioned in the "Letter of Award". For example, if the timelines mentioned to submit the sponsorship amount is 10 days, the Performance Security shall be valid till 10 days + 60days from the date of project initiation.

### **13. INTELLECTUAL PROPERTY**

- 13.1 The Sponsorship Agency must ensure that all intellectual property including but not limited to SAI/ Khelo India/ Fit India logo, creatives any work, brand name, trade name, service mark, trademark etc., related to SAI/ Khelo India/ Fit India shall belong to SAI. In no event, the Agency shall, either directly or indirectly, register, file or attempt to register or file any intellectual property in its own name. The winning Bidder (sponsor) may use the Khelo India logo only for the intended purpose of naming themselves as Official Sponsors (in that category). However, the same may be used only for 120 days from the last day of each edition of Khelo India Games. The Agency shall be responsible to ensure, that the sponsor does not continue to use the logo beyond 120 days from the last day of each edition of Khelo India Games. In case the sponsor is using the logo beyond 120 days, suitable action may be taken against the Agency, which may include de-empanelment of Agency.
- 13.2 The Agency shall be solely responsible for any violation or infringement of any trademark, trade name, copyright, patent of any person, firm or company, personal right of privacy, religious beliefs and/or any other right of any other person including for adherence of regulations, administrative and judicial orders etc.
- 13.3 All exploitation rights including without limitation promotion / sponsorships / distribution / marketing / telecast etc. shall vest with SAI and the Agency, without pre- approval of SAI, shall not have any right to sell/market the said event to any party.
- 13.4 The relationship between the parties hereto shall be on a Principal-to-Principal basis and shall not be deemed to be a joint venture, partnership, or agency of any nature whatsoever between them.
- 13.5 Agency undertakes and confirms that it shall comply with all requisites, laws and regulations, necessary insurances, that are required to be complied with for conducting the event and the creation, as well as exclusive assignment of all rights in favor of SAI, Agency shall keep SAI indemnified and hold SAI harmless from any and all claims including claims for infringement, losses, demands, damages, costs, charges, expenses that may prejudice SAI's interests and benefits, in any way whatsoever.
- 13.6 SAI shall not be responsible in any way for any unfulfilled obligations and/or liabilities of Agency its Affiliates/Associations etc. and/or its agents towards any person, party, company, organization in connection with pending obligations, the finance, employment of other contractual and noncontractual.

### **14. PENALTY CLAUSE**

- 14.1 No commission shall be paid to the Agency in case the contractual obligation is not fulfilled, or the sponsorship value is not realized for any reason.
- 14.2 If the Agency fails to submit the 50% of the sponsorship fee within the stipulated 7 days after signing of agreement, a penalty of 0.25% per day will be levied on the 50% of the sponsorship value up to a period of 7 days, if the remaining sponsorship fees is not paid, after expiry of 14 days beyond the stipulated period for paying the same or the start of the event whichever is later the sponsorship rights will be withdrawn as per the terms and conditions of the agreement.
- 14.3 SAI is entitled to forfeit the Performance Security submitted by the Agency in case the sponsor backs out or fails to make payment in accordance with the schedule mentioned in this RFP.
- 14.4 Furthermore, any failure of the Agency in fulfilling its contractual obligations may render it liable for termination of empanelment.
- 14.5 In case the event is terminated or postponed, SAI shall be entitled to seek immediate refund of the commission paid to the Agency in accordance with Clause H of the Terms of Reference. For sake of clarity, if money is returned to sponsors in event of cancellation, termination or postponement of the Games, the commission amount paid to sponsorship Agency shall also be returned to SAI.
- 14.6 SAI shall be entitled to terminate the Contract immediately upon a written notice in case the Agency is in Material Breach and/or fail to fulfill its obligations as promised under this RFP provided Agency fails to remedy such breach within 5 days upon notification of the breach.

## **15. REPRESENTATIONS AND WARRANTIES**

15.1 SAI, along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person including any Applicant 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.

15.2 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.

15.3 The Applicant declares that all the information provided is truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Applicant is false/frivolous/misleading/incorrect/concealed, then SAI shall have the absolute right to take any action as deemed fit, including but not limited dropping the Applicant from consideration for award of Contract and/or debarment/blacklisting etc. without incurring any liability to the affected Applicant/s on the ground of SAI's action.

15.4 The Applicant declares that no effort has been used by the Applicant 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.

## **16. INDEMNIFICATIONS AND LIABILITES**

16.1 The Applicant shall fully indemnify, hold harmless and defend SAI and its Officers/Employees/Agents/Stockholders/Affiliates 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 relate to:

(i) any breach of any representation or warranty of the Applicant contained in this RFP; and/or

(ii) any breach or violation of any covenant or other obligation or duty of the Applicant under this RFP.SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

16.2 The Successful Applicant shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages /actions/suits liabilities/costs and expenses (including but not limited to reasonable attorney's fees and costs) etc. for any infringement of Intellectual Property Rights (IPR) by the Applicant while providing its services under the Project.

16.3 All claims regarding indemnity shall survive the termination or expiry of the Contract.

## **17. FORCE MAJEURE**

17.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the successful Applicant and not involving the successful Applicant's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions, lockdowns, and freight embargoes. The successful Applicant shall not be liable for imposition of any such sanction so long the delay and/or failure of the successful Applicant in fulfilling its obligations under the Contract is the result of an event of Force Majeure.

17.2 If a Force Majeure situation arises, the successful Applicant shall promptly notify SAI in writing, of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI in writing, the successful Applicant shall continue to

perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17.3 If the performance of in whole or in part or any obligation under the Contract is prevented or delayed by any reason of Force Majeure for a period exceeding [3] days, SAI may at its option terminate the Contract without any financial repercussion on either side.

17.4 In case due to a Force Majeure event, SAI is unable to fulfil its contractual commitment and responsibility, SAI shall notify the successful Applicant accordingly and subsequent actions shall be taken on similar lines described in above sub- paragraphs.

## **18. DISPUTE RESOLUTION MECHANISM**

18.1 All disputes or differences arising out of or in connection with the Contract including the one connected with the validity of the Contract or any part thereof should be settled by bilateral discussion. SAI and the successful Applicant shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

18.2 If the Parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI or the successful Applicant may give notice to the other party of its intention to commence arbitration, in accordance with the Arbitration and Conciliation Act, 1996, as amended, the rules thereunder and any statutory modifications or re-enactments thereof. The Arbitration Tribunal shall consist of a sole arbitrator to be mutually agreed between the Parties and in case of any disagreement as regards the appointment of such sole arbitrator, such sole arbitrator shall be appointed in accordance with the provisions of the Arbitration Act, and the award of the sole arbitrator shall be enforceable before Indian Courts only. The award of the sole arbitrator shall be final and binding on the parties to the Contract.

18.3 Venue of Arbitration shall be New Delhi, India. The Arbitration proceedings shall be conducted in the English language.

18.4 Each party shall bear its own cost of preparing and presenting its own case (including all fees and other expenses), unless otherwise awarded by the sole arbitrator.

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

18.6 All matters connected with the Contract shall be governed by the Indian law, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the Court of competent jurisdiction at New Delhi.

## **19. APPLICABLE LAW**

The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

## **20. CORRUPT OR FRAUDULENT PRACTICES**

20.1 The Applicants/ successful Applicants shall observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this RFP, SAI:

(i) shall reject a proposal for award of Contract if it determines that the Applicant recommended for the award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the Contract in question; and/or

(ii) shall declare the Applicant ineligible or debar/blacklist, either indefinitely or for a stated period of time, for the purpose of awarding the Contract if it, at any time determines that the Applicant has engaged in corrupt or fraudulent or collusion or coercive practices, or gross/deliberate negligence in competing for, or in executing the Contract.

20.2 SAI reserves the right not to conclude the Contract, and in case Contract has been awarded, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the Applicant. In addition, Bid Security/Performance Security (as the case may be) furnished by the Applicant, shall be forfeited and legal as well as administrative action for such misrepresentation, concealment or suppression of material facts shall be initiated.

## **21. CONFIDENTIALTY**

21.1 The Applicant agrees and acknowledges that this RFP is confidential, and the Applicant 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 Applicant. The undue use by any Applicant of confidential information related to the Bid process may, at the sole discretion of SAI, result in the rejection of its Bid. The Applicant shall further ensure that such financial and legal advisors or any other employees, representatives of the Applicant maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.

21.2 The Applicant is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The Applicant 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 Applicant and SAI. This requirement is also intended to prohibit the Applicant 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 Applicant without the prior written approval of SAI. The Applicant 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 Applicant agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The Applicant 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.

21.3 All information and documents that are furnished by the Applicant 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.

# **ANNEXURE I - TERMS OF REFERENCE**

## **A. SPONSORSHIP CATEGORIES**

The proposed sponsorship categories are as follows:

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

**\*\*Note-** 'Powered by' category is not available for Khelo India Youth Games, 2023 Tamil Nadu.

## **B. SCOPE OF SERVICES**

1. Primary role of Sponsorship Agency is to procure sponsorship for the Khelo India Events and identify Event Sponsors for given categories. Further, the Sponsorship Agency shall also ensure that the committed amount is transferred in accordance with the schedule as defined in this RFP.
2. Partners could use their brand activation strategies /techniques prior to the commencement of the event. However, such strategies must be first aligned with the efforts and scheme of Khelo India and communicated in writing. Prior approval of SAI shall be obtained before commencement of any marketing or activation activity before the event is started.
3. On ground sponsors could be permitted for conducting any activity outside FOP and within the premises of the event for the purposes of any brand advertisement or promotion. However, if the brand sponsor decides to circulate digitally such ad/promotions or any other clip related thereto, the same shall exclude the use of Khelo India Games logo or any other composite logo created for the purposes of the event. Prior approval of SAI shall be obtained before commencement of any marketing or activation activity to be undertaken during or after the event.
4. Any covert or overt form of expression/ exaggeration/ leverage using JIPG text/logo/verbal indication must be sought by SAI in writing and must be decided in consultation with SAI.
5. To avoid any miscommunication/conflict of interest, any form of communication among different stakeholders of Khelo India Games (i.e., Media Partner, Event Sponsors, Empaneled Agencies, Event Organizers etc.) shall take place only through SAI.
6. Space for undertaking Promotions' will be provided free of cost at one main venue each in a maximum of three (3) host cities (to be decided through mutual discussion between the sponsor, SAI and host state. The final discretion in this regard shall lie with SAI and the Host State as per the following scale: -

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

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

#### 7. RIGHTS OFFERED TO DIFFERENT SPONSORS

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

S. No.	Rights offered	Principal Sponsor	Powered by Sponsor	Co – Powered by Sponsor
1	Logo Placement on bottom panel of venue branding collaterals	Main Arch gate, Drop Downs, Pole/pillar branding, Standees, Flex banners, wall branding, and on all Games' collaterals – booklets& schedules.	Drop Downs, Pole/pillar branding, Standees, Flex banners, wall branding, and on all Games' collaterals – booklets& schedules.	Drop Downs, Pole/pillar branding, Standees, Flex banners wall branding.
2	FOP branding static boards Standard perimeter boards with size 8 feet x 2.5 feet	20%	10%	5%
3	Inclusion in press conference on mutually agreeable terms	Yes	Yes	No
4	Mention in all official press releases as partners	Yes	Yes	Yes
5	VVIP hospitality passes for each day Event	30	20	10
6	VVIPs passes for opening and closing ceremonies	20	10	05
7	Product display at FOP (subject to approval of GTCC) and VVIP lounge	Yes (FOP & VVIP lounge)	Yes (VVIP Lounge)	No

8	Rights to display product / service at venue (other than FOP and VVIP Lounge) with the prior alignment of Khelo India Sect. as for the type of product and its placement & exposure levels	Yes	Yes	Yes
9	Award distribution by sponsors	8	4	2
10	Official Sports Kit	100 Kits	50 Kits	15 Kits
11	On-ground activation	Yes	Yes	Yes
12	Meet & Greet at Opening Ceremony	Yes	Yes	Yes
13	Presence on Games website	Yes	Yes	Yes
14	Customized social media posts per brand pre and during the games	10	8	6
15	Rights to undertake a joint consumer contest with Khelo India (Subject to approvals from SAI)	Yes	Yes	Yes
16	Access would be granted to the sponsors for Khelo India winning athletes for a period of 120 days from the last day of each edition of Khelo India Games.	Yes	Yes	Yes
17	Right to make promo / film / content pre, during or post event at their own cost. (Promotional purposes)  The shoot time or usage of logo on digital properties or brand communication or use of image of brand ambassadors along with Khelo India Logo for marketing communication can also be undertaken.  <b>All communication elements need to be approved by SAI before the launch of the same.</b>	Yes	Yes	Yes

### Note

1. With regards to S.No.16 & 17, the same may be used only for 120 days from the last day of each edition of Khelo India Games.
2. The Agency shall be responsible to ensure that the sponsor does not continue to use the said content beyond 120 days from the last day of each edition of Khelo India Games. In case the sponsor continues to use the content for more than 120 days, suitable action may be taken against agencies, which may include de-empanelment / blacklisting of Agency.

## 8. RESTRICTED PRODUCT CATEGORIES

The following product categories shall be restricted for any kind of association with Khelo India Games:

- Tobacco Products
- Weapons and Explosives
- Derogatory Personal, Political, and Religious Content
- Spy Cams and Surveillance Equipment
- Counterfeit Goods
- Fake Documents
- Adult Products and Services
- Penny Auctions
- Alcohol
- Body Parts
- Cannabis
- Drug Tests and Exam-Taking Services
- Fake Followers Services
- Betting and Gambling (including their surrogates)
- Hacking and Surveillance
- Illegal Automobile Modification Products
- Lottery
- Multi-Level Marketing
- Over-the-Counter Drugs
- Payday and Short-Term Loans
- Personal Loans
- Online Pharmacies
- Politics
- Recreational Drugs
- Prescription Drugs
- Rehab
- Reproductive Health
- Spyware and Malware
- Subscription Services
- Unauthorized Set-Top Boxes
- Unsafe Supplements
- Binary Options
- Any other category that MYAS/SAI on its sole discretion feels inappropriate to be included as Sponsor

## 9. MINIMUM SPONSORSHIP FEE FOR DIFFERENT CATEGORIES OF SPONSORS

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

S. No	Sponsorship Category	Minimum Amount (FOR ALL 3 UPCOMING EDITIONS)
1	Principal Sponsor	INR 3 Crores
2	Powered by Sponsor	INR 2 Crores
3	Co – Powered by Sponsor	INR 1 Crores

## 10. TERM OF SPONSORSHIP

The tenure of Sponsorship rights shall only be for 3 upcoming Khelo India Games and shall end immediately after the cessation of Khelo India University Games, 2023.

## 11. SELECTION PROCEDURE

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

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

## 12. TERMS OF PAYMENT

- 50% of the quoted sponsorship rights fee for upcoming 3 editions at the time of signing of the License Agreement, and the balance 50% one-month prior to the commencement of the first Edition.

## 13. PAYMENT OF COMMISSION TO AGENCY

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

### A) Principal Sponsor

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

**B) Powered by Sponsor**

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

**C) Co – Powered by Sponsor**

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

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

## **ANNEXURE II - COMMERCIAL BID FORMAT**

1. If any Bidder does not quote for all three categories of the sponsorship, the Bid will be treated as responsive. However, if the Bidder quotes lower than the table mentioned in Clause 10 (minimum sponsorship fee for different categories of sponsor) of Annexure I, the Bid will be treated as non- responsive.
2. Bidders are required to submit Bids for the proposed Sponsorship Rights Fee for 3 upcoming editions of Khelo India Games, that are Khelo India Youth Games, 2023 Tamil Nadu, Khelo India Winter Games, 2024 and Khelo India University Games, 2023

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

### **Sub: Commitment letter regarding Sponsorships for 3 upcoming editions of Khelo India Games**

a) For Principal Sponsor

SR. NO.	EDITION	Name of Sponsor	Amount Committed in INR	
			In Words	In Figures
1.	Khelo India Youth Games, 2023 Tamil Nadu			
2.	Khelo India Winter Games, 2024			
3.	Khelo India University Games, 2023			

b) Powered by Sponsor

SR. NO.	EDITION	Name of Sponsor	Amount Committed in INR	
			In Words	In Figures
1.	Khelo India Winter Games, 2024			
2.	Khelo India University Games, 2023			

c) Co-Powered by Sponsor

SR. NO.	EDITION	Name of Sponsor	Amount Committed in INR	
			In Words	In Figures
1.	<b>Khelo India Youth Games, 2023 Tamil Nadu</b>			
2.	<b>Khelo India Winter Games, 2024</b>			
3.	<b>Khelo India University Games, 2023</b>			

**Note:**

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

Signature of the  
Agency:

Address:  
Date:

# **ANNEXURE III – INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app> .

## **1. REGISTRATION**

- i. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app> ) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## **2. SEARCHING FOR TENDER DOCUMENTS**

- i. Various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

## **3. PREPARATION OF BIDS**

- i. Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 4. SUBMISSION OF BIDS

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- iii. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- v. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- vi. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message &a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- ix. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### 5. ASSISTANCE TO BIDDERS

- i. Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232.

# **ANNEXURE IV – POWER OF ATTORNEY**

## **Power of Attorney**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife and presently residing at ..... , who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Hiring Of Sponsorship Agency For Khelo India Games for 3 upcoming editions including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to SAI, New Delhi, representing us in all matters before SAI, New Delhi, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, New Delhi in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with SAI, New Delhi.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF..... , 2023

For .....(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....

(Signature, name, designation, and address of the Attorney)