

**Ref. No. 01-23002(01)/2/2021-HO - Khelo India Division**

**REQUEST FOR PROPOSAL (LIMITED)**

**HIRING OF THE PRODUCTION AGENCY**

**FOR**

**KHELO INDIA UNIVERSITY GAMES 2021 (KIUG-2021)**

Date of Release: 19:02:2022

Last date of Submission: 12:03:2022

**SPORTS AUTHORITY OF INDIA (SAI)**

1<sup>st</sup> Floor, SAI, HQ, JLN Stadium, Entry no 10, Lodhi Road, New Delhi

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## **DISCLAIMER**

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

## KHELO INDIA UNIVERSITY GAMES (KIUG)

### 1. BRIEF OF PROGRAM

In a move to identify and groom young sporting talents, the Government of India has approved a revamped 'Khelo India' programme under which 1,000 (one thousand) selected athletes will receive an annual scholarship of INR 500,000 (Indian Rupees Five hundred thousand) each for 8 (eight) years. The programme will also promote 20 (twenty) universities across India as hubs of sporting excellence. The revamped 'Khelo India' programme would impact the entire sports ecosystem, including infrastructure, community sports, talent identification, coaching for excellence, competition structure and sports economy.

The Ministry of Youth Affairs and Sports, Government of India and Sports Authority of India, under the 'Khelo India' initiative, intends to conduct 5 (five) annual editions (each an "Edition" and collectively, "Editions" as the case may be) of an event under the 'Khelo India University Games' ("KIUG") umbrella, the defining national sporting event for Colleges/Universities to encourage participation and strive for sporting excellence amongst universities/colleges in India (such event being the "Event" which term shall include the Ceremonies, matches and all ancillary events held during such Event; and such matches/ fixtures being the "Games").

Khelo India University Games were introduced in Bhubaneswar, Odisha from 22nd February 2020 to March 1st 2020. The inaugural Edition of the Event was conducted for the participants of the U25 age group of university students across 29 (twenty-nine) states and 7 (seven) Union Territories of India. The Events witnessed high priority sporting disciplines and the same will be conducted in different cities over a period of five years.

The Event was a culmination of the university sports competition calendar in India, with participation from the winners and top performers of various tournaments across the country, including the Association of Indian Universities (AIU), tournaments conducted by the National Sports Federations as well as certain privately-organized tournaments.

Within the above ambit, it is the objective of Sports Authority of India (hereafter referred to as 'SAI') to bring in a Production Agency, who can produce the feed and assist in increasing popularity of the Event. For the sake of clarity, all Intellectual Property Rights in respect of the Games shall be owned by SAI and nothing in this RFP or in any subsequent documents shall convey transfer of ownership of such rights to the the Production Agency.

It is hereby clarified that for the purpose of this RFP, SAI will be the organisation representing the Ministry of Youth Affairs and Sports, Government of India and Sports Authority of India for the purpose of enforcing the rights under this RFP.

### 2. BID SCHEDULE

The Bid Schedule is as follows:

Date of Release	19.02.2022
Last date for queries /clarifications	25.02.2022 (10:30 AM)
Pre-Bid Conference (Video Conference)	25.02.2022 (11:00 AM)

	Join Zoom Meeting <a href="https://us02web.zoom.us/j/87860817611?pwd=amIWZ3h0RmNOa1FENFgvSzdrQUUyZz09">https://us02web.zoom.us/j/87860817611?</a> pwd=amIWZ3h0RmNOa1FENFgvSzdrQUUyZz09 Meeting ID: 878 6081 7611 Passcode: 1234
Bid Submission start date	03.03.2022
Bid submission end date and time	12.03.2022 (06:00 PM)
Opening of Bids	14.03.2022 (11:30 AM)

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

### 3. PERIOD OF CONTRACT

Period of contract shall be until successful completion of event and upon completion of all obligations of the bidder.

### 4. ELIGIBILITY CRITERIA

This is a limited RFP floated for the participation of following Production Agencies that have been Empanelled by SAI:

- (i) AB Sportworkz Pvt. Ltd.
- (ii) Creative Channel
- (iii) ESP 360 Degree Solution Pvt. Ltd.
- (iv) Initium Production Pvt. Ltd.

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

1. The bidders shall furnish along with its bid, Bid Security/Earnest Money Deposit (EMD) for an amount of Rs 6,00,000/- (Six Lacs Only)
2. The Bid Security is required to protect the interest of SAI against the risk of the Bidder's unwarranted conduct as amplified under subsequent sections below. Non-submission of bid security will be considered as major deviation. Bid for the project without Bid Security shall not be considered.
3. Bid security must be submitted to SAI before the bid submission end date and time as prescribed in the Bid Schedule in clause 2 above.
4. "Micro & Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) or any other category of bidder recognized by the Government are exempted from depositing EMD in terms of Rule 170 of GFR 2017. For claiming exemption from EMD, supporting documents shall be furnished, failing which the bid will not be considered.

5. The Bid Security shall be furnished in one of the following forms:
- a. Account Payee Demand Draft
  - b. Banker's cheque
  - c. Fixed Deposit (FDR)
  - d. Bank Guarantee from any of the Commercial Banks (As per annexure IV)
  - e. Insurance Surety Bonds as per OM No. F.1/1/2022- PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022.
  - f. Any online acceptable method (NEFT/RTGS) as per the following details (the bidder has to submit a copy of UTR No. in case the transaction is done by this method);  
A/C NAME: SECRETARY, SAI (KHELO INDIA)  
A/C NO. : 108510100037232  
BANK NAME: UNION BANK  
BANK BRANCH: J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX,  
NEW DELHI BRANCH CODE: 1085  
IFSC CODE: UBIN0810851
6. Demand Draft/Bankers Cheque/FDR/BG from scheduled commercial bank drawn in favour of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi are deposited in the office of KHELO INDIA, Room No. 5, 1st Floor, Ramp No 5, JLN Stadium, Lodhi Road on or before scheduled date given in this RFP.
7. The Bid Security shall be valid for a period of 45 days (forty-five days) days beyond the validity period of the Bid. As validity period of Bid as per clause 6 of this RFP is 90 days, therefore, the Bid Security shall be valid for total 135 days from the date of opening of Technical Bid.
8. Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of Security Deposit from that Bidder.
9. The EMD can be forfeited if an agency:
- a. Withdraws or amends or impairs or derogates its bid during the period of bid validity.
  - b. Fails to accept the orders issued in its favour for execution, and / or violates the terms and conditions of the contract after submission of the bid.
  - c. Successfully gets qualified, but fails to sign the contract within the stipulated time.
  - d. Without prejudice to other rights of SAI, if it fails to furnish the required Performance Security within the specified period.

## **6. BID VALIDITY**

- 6.1 The Bid shall remain valid for acceptance for a period of 90 days (Ninety) days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 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, are to 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 a person(s) who has been duly authorized (as mentioned in RFE for Empanelment of Production Agencies) to bind the Bidder to the contract.
- 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 not contain any erasure or overwriting.

## **8. CLARIFICATION OF BID**

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

## **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 Authority.
- 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 promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
  - The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

### **9.4 Amendment of the RFP**

- At any time prior to the Proposal Due Date, the SAI, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://eprocure.gov.in/eprocure/app> through a corrigendum and form an integral part of the e-

bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the above-mentioned website from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the SAI shall not be responsible for it.

- In order to provide the Applicants a reasonable time to examine the addendum, or for any other reason, SAI may, at its own discretion, extend the Proposal Due Date.

#### **9.5 Data identification and collection**

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

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

#### **9.6 Language and currency**

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

#### **9.7 Format and signing of Proposals**

- The Applicants shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
- The Applicants should provide all the information as per the RFP and in the specified formats. SAI reserves the right to reject any Proposal which is not submitted 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.

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

- The bid submission module of e-procurement website <http://eprocure.gov.in/eprocure/app> enables the Applicants to submit the Proposal online in response to this RFP published by the SAI. Submission can be done till the Proposal Due Date specified in the RFP. The Applicants should start the process well in advance so that they can submit their Proposal in time. The Applicants should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Applicants

cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.

- The Applicants have to follow the following instructions for submission:
  - For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website <http://eprocure.gov.in/eprocure/app>.
  - In addition to the normal registration, the Applicant has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
  - For successful registration of DSC on e-procurement website <http://eprocure.gov.in/eprocure/app> the Applicant must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://eprocure.gov.in/eprocure/app> is presently accepting DSC issued by these authorities only. The Applicant can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. SAI shall not be held responsible if the Applicant fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
  - The Applicant can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Applicant intends to e-bid/Proposal, from "My tenders" folder, the Applicant can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Applicant should download the RFP document including financial format and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP document in the PDF format.
  - After clicking the 'pay offline' option, the Applicant will be redirected to terms and conditions page. The Applicant should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
  - Before uploading, the Applicant has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Applicant should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Applicant's computer.
  - The Applicant should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Applicant and then the documents are encrypted/ locked electronically with the

- DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Applicant can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
  - Fit India Mission reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

#### **9.9 Deadline for submission**

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

#### **9.10 Late submission**

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

#### **9.11 Withdrawal and resubmission of Proposal**

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

made by the Applicant earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Applicant should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://eprocure.gov.in/eprocure/app>. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

- The Applicant can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
- No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

#### **9.12 Selection of the Agency**

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

#### **9.13 Opening of Proposals**

- SAI will open all technical e-bids/Proposals, in the presence of Applicant's representatives who choose to attend on the prescribed date of opening at the SAI office.
- The Applicant's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the SAI, the e-bids shall be opened at the appointed time and place on the next working day. The Applicant who is participating in e-bid/Proposal should ensure that the RTGS of Bid Processing Fee must be submitted in the prescribed account of Khelo India within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.
- The Applicants names and the presence or absence of requisite e-bid/Proposal security and such other details as the SAI at its discretion may consider appropriate, will be announced at the opening. The names of such Applicants not meeting the technical specifications and qualification requirement shall be notified subsequently.

### **10. BID EVALUATION**

10.1 The bid submitted by eligible bidders only will be considered for evaluation as defined clause 4 of the RFP.

### **11. COMPARISON OF BIDS AND AWARD CRITERIA**

11.1 Bids shall be evaluated on the basis of financial bids submitted by the bidders.

11.2 The bidder who has quoted lowest cost shall be declared as L1 and shall be awarded the Bid.

## 12. RIGHT TO VARY SCOPE OF WORK

12.1 This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.

## 13. AWARD OF CONTRACT

13.1 SAI reserves the right to accept/reject a bid, to cancel/abort the RFP process and/or reject all bids at any time prior to award of contract, without thereby incurring any liability to the empanelled agencies on the grounds of such actions taken by SAI.

13.2 The Bid of the Eligible Bidder who submits the lowest Financial/Price bid/L1 (overall price) will be rated as the 'Best Bid' and will be declared as the successful Bidder.

## 14. PERFORMANCE SECURITY

14.1 The selected Bidder to whom the Purchase Order (PO) / Work Order (WO) is issued shall be required to give Performance Security ("PS") for the amount equivalent to 3% of the contract value inclusive of tax. Performance Security shall be in the form of Insurance Surety Bonds as per OM No. F.1/1/2022- PPD, Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division, dated 02.02.2022 or Bank Guarantee (BG) of any Commercial Bank drawn (as per Annexure V) in the name of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi to be deposited in the office of Khelo India, 1st Floor, SAI Headquarters, JLN Stadium Complex, Entry Gate No 10, Lodhi Road, New Delhi.

14.2 SAI will have the right to invoke the PS without assigning any reasons if the selected Bidder defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders/work order/scope of work and/or default in any terms of the tender documents and empanelment will be cancelled.

14.3 Successful bidder shall be required to give PS within 14 days of issuance of Notification of Award by SAI. In the event of default in submission of PS within the stipulated time, the Agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the PO value per day of delay subject to a maximum delay of 7 (seven) days. If delay continues beyond 7 (seven) days, SAI shall have the right to cancel empanelment with the right to other legal remedies that may be available under law.

14.4 The PS shall be immediately replenished by the Bidder in the event PS is invoked by SAI.

14.5 The PS should remain valid for an additional period of 60 (Sixty) days beyond the timelines mentioned in the PO. For example, if the timelines mentioned to complete a deliverable in the PO is for 6 months, the PBG shall be valid till 6 months + 90 days from the date of project initiation.

14.6 In the event wherein a PO is released by SAI for project renewal or a fresh PO is released, the bidder shall ensure extension / submission of PBG with 15 days of issuance of the PO.

## 15. TERMS OF PAYMENT

15.1 The payments shall be made in instalments as under:

- a) **Phase I** – Advance Payment amounting to 20% of the Work Order value will be made after signing of the contract against submission of Bank Guarantee of the equivalent amount.
- b) **Phase II** – Upto 90% of the total Work Order will be released as part payment (after adjusting 20% advance released as Phase I), according to Invoices/bills raised (as per actual) subject to verification of successful completion (in terms of quantity, quality and timelines) from designated officers. Please note that the 20% advance payment made earlier will be adjusted while releasing part payment.

- c) **Phase III** – Final Payment: 10% of the Work Order value will be made after final acceptance of all documentation and reports of the Event.

15.2 The Agency to submit Bank Guarantee of equal amount for release of advance payment as per standards mentioned in General Financial Rules 2017 (GFR) issued by Ministry of Finance, Government of India. This Bank Guarantee shall be returned after the whole amount is adjusted after settlement of Invoices.

15.3 Final Billing will be done on actual orders placed.

15.4 The Agency has to ensure that any additional work done by the agency has to be approved by the Khelo India/SAI in writing; otherwise it will not be considered for payments.

15.5 All billed items are to be signed off respectively from SAI/ Designated Officer/Committee regarding quantity, quality and successful completion as per agreed timelines.

## 16. INTELLECTUAL PROPERTY

The Production Agency must ensure that all intellectual property including but not limited to Khelo India logo, creatives, any works, brand names, trade names, service marks, and trademarks etc., related to Khelo India shall belong to SAI. In no event, the Production Agency shall, either directly or indirectly, register, file or attempt to register or file any intellectual property in its own name.

The Production Agency shall be solely responsible for any violation or infringement of any trademarks, trade names, copyrights, patents of any person, firm or company, personal rights of privacy, religious beliefs and/or any other rights of any other person including for adherence of regulations, administrative and judicial orders etc.

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

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

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

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

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

## **17. PENALTY CLAUSE**

17.1 During the term of the Contract, SAI, at its sole discretion, will assess the Agency's performance periodically regarding fulfilment of its obligations. It is contemplated that this assessment of the Agency's performance shall be based on

- Any delay in any sports feed going live as scheduled due to any production related issue shall attract 30% penalty of the contract value

17.3 Any failure by the Production Agency in maintaining its contractual obligations shall render the Production Agency liable to any or all of the following sanctions:

- i. Imposition of Penalty as per Clause 17.2 above,
- ii. Forfeiture of its Performance Security
- iii. Termination of the Contract for default and
- iv. Termination of Empanelment

17.4 SAI shall be entitled to terminate this contract immediately upon a written notice, in case the Production Agency is in material breach and/or fail to fulfill its obligations as promised under this agreement provided the Production Agency fails to remedy such breach immediately upon notification of the breach.

17.5 In case the event is cancelled, terminated or postponed due to default, breach and/or reasons owing to the Production Agency. SAI shall be entitled to seek immediate refund of the total amount paid to the Production Agency till the date of termination with reasonable interest thereupon besides damages.

17.6 Any dispute or difference arising between the Agency and SAI shall be mutually resolved through amicable discussions failing which a Sole Arbitrator mutually appointed by both the parties, arbitration proceedings would be held under the provisions of the Arbitration and Conciliation Act, 1996 as amended. The procedure and fee of the Arbitrator shall be in accordance with prevailing policies and procedures of SAI. Any dispute/differences not being the subject matter of such arbitration shall be subject to the jurisdiction of the Courts of Law at Delhi/New Delhi only, as per laws of India.

## Annexure II PRICE BID

### TO BE FILLED ONLY IN PROVIDED BOQ ON CPP PORTAL

**Name of Work:** Proposal by the Production Agency for Production of Khelo India University Games 2021

S. No.	Element	Qty.	Cost in Rupees	GST/ other Taxes (if any)	Total
1	Production of Khelo India University Games 2021	1	xxx	xxx	xxx
<b>GRAND TOTAL</b>					xxx

- The bidders are required to mandatorily submit detailed element wise cost breakup of all the components (including but not limited to the elements listed under Production Specifications) along with the financial bid in [\* .pdf] format. Also, bidders must ensure that the costs are exclusive of the services available with SAI.
- All work should be carried out in consultation with designated committee of SAI.
- The bidders are advised to conduct physical visits to the venue(s) for proper assessment of cost of items.

#### **Note:**

- a. GST as applicable on date shall be paid extra by SAI on submission of documentary proof at the time of submission of invoices.
- b. No conditions should be attached to the price 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 additional Kits are required by SAI, then cost of additional shall be calculated on Pro-rata basis.

Signature of the Agency:

Address:

Date:

## Annexure II | SCOPE OF SERVICES

It is the intent of SAI that the Event should be produced in a manner that conveys an international look and feel and lends stature to the Games.

The Agency will be required to provide the following services:

- produce the entire event (KIUG-2021);
- produce the Opening, Closing and other Ceremonies of the Event;
- produce a minimum number of hours of the Event;
- produce the Event in accordance with minimum specifications provided below;

Accordingly, the following are the minimum specifications for 1 (one) kit of production

<b>Camera and Lenses</b>	8 x Complete Camera Chain with Tripod; with the ability to increase to a 12 camera chain if needed 2x 75X lenses, 1x 40X lens, 2x 22X lens, 2x 14J lens, 1x Fisheye Lens At least 2 kits will need a super slow motion / ultra motion camera. One of the cameras with lens of 75X can be used a super slow motion / ultra motion camera
<b>Replay System</b>	2 XT3 EVS replay machines, networked and with all relevant licenses
<b>Audio</b>	Minimum 48 Channel digital audio mixer Effects Mics to pick ambience from playing field and audience stand Mics on Cameras Hand held mics with Event branding for interviews, Toss etc IFB for guest and presenter Commentary Unit with lip mics and all necessary accessories
<b>Other Equipment</b>	Vision Desk 2 ME with sufficient inputs and AUX , RAM for clip storage and playback with Micros Live Graphics and scoring system (animation, 3 D GFX), score bug, clock, full pages, lower third – designs to be pre-approved by SAI Power supply with redundancy (UPS) and proper distribution ( two generators) Communications with all relevant production crew 3 X Multiviewer programmable/Monitor wall/Monitors for all positions Audio Video Router Audio Video Cables Power cables Uplink HD 9 MZ ( Kit and space ) on either Intelsat20 or Asiasat5 GPS clock Recorders for archive x 2
<b>Crew</b>	Relevant crew with appropriate sports experience to man all positions
<b>Commentators and Presenters</b>	Relevant commentators and presenters with experience of International Events, multiple sports discipline events and knowledge of each specific sport of KIUG 2021. The Commentator shall cater to multi-language requirement

<b>Look and Feel</b>	To be in sync with on-ground look. Opening Titles, Bumpers and all Live Graphics templates must have an international look and feel
<b>Production</b>	HD Quality Feed on : (i) Doordarshan or any other Channels (ii) Digital Platforms  A Highlight Package of 20 Minutes to be produced daily.
<b>Non-Live events</b>	4 x ENG kits, with edit facilities for colour and outside stories

#### SUGGESTED DEADLINES

<b>S. No.</b>	<b>Work to be ensured</b>	<b>Deadline</b>
1	Set up of Opening Ceremony	24-48 Hours before commencement of Opening Ceremony
2	Time to Go on air	1 Hour before commencement of every Event
3	Rehearsal to be covered as per finalized Schedule for KIUG Karnataka 2021 by SAI	

- The above timelines are subject to change in view of unavoidable circumstances.
- Any deviation from the suggested deadline and the reasons thereof is to be documented and submitted to SAI along with the bid submission. Bidders are to explain deviation from timeline during presentation if required.
- The main emphasis will be on quality & timely delivery of goods & services.

## Annexure III | BID SUBMISSION FORM

To,  
Sports Authority of India.

**Sub:**

\_\_\_\_\_

Dear Sir,

1. With reference to the RFP dated \_\_\_\_\_ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI (Sports Authority of India) as ) \_\_\_\_\_ mentioned in this RFP.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree to keep our Bid valid for acceptance for 180 (One Hundred and Eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the performance security without out protest and demur in case of any breach of terms and conditions of RPF/Agreement by us.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.
9. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI.
- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, in respect of any tender or request for proposal issued by or any

- agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
- c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
  - d. It is certified that the bidder is not directly to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
    - a. They are members of a Hindu undivided family; or
    - b. They are husband and wife; or
    - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name, and designation of the authorized signatory)  
(Name and seal of the Bidder)

**ANNEXURE 'IV' | BANK GUARANTEE FORM FOR BID SECURITY**

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the "Bid") against the purchaser's Bid Reference No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto Sports Authority of India, New Delhi 110003 (hereinafter called the "Purchaser") in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
  
- (2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -
  - a) Fails or refuses to furnish the performance security for the due Performance of the contract.
  - or
  - b) Fails or refuses to accept/execute the Rate Contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of \_\_\_\_\_ days i.e., for \_\_\_\_\_ days (\_\_\_\_\_ days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

\_\_\_\_\_  
Seal, name & address of the Bank and address of the Branch

**ANNEXURE 'V' |- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To

\_\_\_\_\_ ,

\_\_\_\_\_ .

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ for (description of services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract 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 or the sum specified therein.

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

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

This guarantee shall be valid up to ----- days beyond the date of expiry of contract period as per RFP.

(Signature with date of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

.....

.....

.....

Seal, name & address of the Bank and address of the Branch