

“REQUEST FOR PROPOSAL”

(RFP)

FOR

PRODUCTION, BROADCAST AND MEDIA RIGHTS

FOR

KHELO INDIA UNIVERSITY GAMES

FIVEANNUAL EDITIONS

SPORTS AUTHORITY OF INDIA (SAI)

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KHELO INDIA UNIVERSITY GAMES

Introduction

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

The Ministry of Youth Affairs 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 U-25 age group of university students across 29 (twenty-nine) states and 7 (seven) Union Territories of India. The Events witness 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 India 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 media rights licensee (Production/Broadcast/Telecast Agency), who can produce and telecast the event live on National television 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 media rights Licensee.

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

Objectives of the License Agreement:

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

1. DEFINITIONS

For the purposes of this RFP, the following terms shall have the following meanings:

“Affiliate” means with respect to any person: (a) which owns at least 50% (fifty per cent) of the share capital or equity interest or membership interest of such person; (b) in which such person owns at least 50% (fifty per cent) of share capital or equity interest or membership interest; (c) at least 50% (fifty per cent) of the shares / membership interest of which are owned by the ultimate parent company of such person; or (d) Controls, is Controlled by or is in common Control of such person. The term ‘Control’ shall mean the power to determine the policy and affairs of an entity whether by virtue of voting rights, right to appoint a majority on the board of directors of an entity, by contract or otherwise;

“Applicable Law” means the laws and any other instruments having the force of law in India for the time being and any other applicable law/rules/regulations ;

“Bid” means a bid submitted by a Bidder in response to this RFP;

“Bidder” means any private or public entity that seeks to acquire the Media Rights, and submits a Bid in furtherance of this intention in terms of the RFP;

“Broadcast” shall mean broadcasting, distributing, exhibiting and/or making available audio and/or audio-visual programming;

“Broadcast Hours” shall have the meaning prescribed to it in Clause 6.2.3;

“Broadcast Sponsor” in respect of any Edition shall mean all sponsors under the broadcast partner category to whom the Licensee has granted broadcast designations and/or sold commercial inventory for such Edition;

“Ceremonies” means opening and closing ceremonies and award ceremonies relating to the Games being live broadcast;

“Clips” means clips of non-live audio-visual coverage of the Event (including the Games, Ceremonies, players and guide commentary), in part or in full;

“Commentary” means, in respect of a Game or Ceremony, the contemporaneous verbal account and description of such Game or Ceremony produced in relation to the Event by, or on behalf of, SAI and incorporated in the Feed;

“Competitor” means any person whose business involves the provision of services or the sale, manufacture or distribution of goods which fall within the Primary Product Category of the relevant Event Sponsor;

“Composite Logo” means the approved event Logo by SAI for each of the Edition which is inclusive of ‘Khelo India’ logo, Title Sponsors & Event Mention.

“Digital Platform” shall mean the digital platform(s) owned and/or operated by the Bidder, on which content is made available using Digital Transmission;

“Digital Transmission” means the delivery or provision of access to audio and/or visual material and/or audio-visual material in an intelligible form using the Internet and Mobile Technology (in each case including transmission through IPTV);

“Event Sponsors” means sponsors for any Edition including but not restricted to the Title Sponsor, official travel partner, ticketing partner, hotel partner, catering partner, On-Ground sponsor, player-and-referee jersey sponsor, and in each case approved by SAI at its sole discretion. This excludes Broadcast Sponsors as defined in this RFP;

“Feed” means live and continuous moving image video signal of the Event (including the Ceremonies and the Games) of at least that standard and specification which is consistent with the then prevailing standard, which may incorporate slow motion replays, titles and any graphics selected by or on behalf of the Licensee;

“Force Majeure” shall have the meaning ascribed to the term in Clause 19.3.5(i);

“Games” shall mean each match/ fixture forming a part of each Edition of the Event;

“Group Entities” means: (a) the Bidder; (b) Affiliates of the Bidder; (c) the shareholders / members of the Bidder who hold at least 50% (fifty per cent) of the share capital or equity interest or membership interest of such Bidder; (d) all entities whose accounts are consolidated on a line by line basis in the audited financial statements of members / shareholders covered under (c); (e) any joint venture company in which a member / shareholder covered under (c) holds at least 50% (fifty per cent) interest and the other joint venture partner of such joint venture company;

“GST” shall mean the goods and services tax as levied under the Applicable Law and shall include the Central Goods and Services Tax (‘CGST’), the State Goods and Services Tax (‘SGST’) / Union Territory Goods and Service Tax (‘UTGST’) and/or the Integrated Goods and Services Tax (‘IGST’) as may be applicable;

“Highlights” means any edited recorded segment(s) or extract(s) of the Event (including the Games, Ceremonies (to the extent required in the clarification mentioned in clause 0 below), players and guide commentary), in part or in full;

“Indemnifying Party” shall have the meaning ascribed to it in Clause 19.11.4;

“Indemnified Party” shall have the meaning ascribed to it in Clause 19.11.4;

“Intellectual Property” shall have the meaning ascribed to it in Clause 19.7;

“Internet” means the global communications system of computer networks accessible by the public which interconnect, either directly or indirectly, individual computers and/or networks by making use of TCP / IP transport protocols (or derivatives thereof) which may be accessed by means of the world wide web and derivative URL addresses and which enables users to engage in two-way transmissions of data over such networks in order to receive content (including by fixed, wireless network and transmission by satellite, mobile, DSL, ISDN, WiMAX, other broadband links, or any other technology, whether current or supplemental or successor or new, but excluding Mobile Technology and Television);

“IPTV” means transmission using the protocol commonly known as “Internet Protocol” or “IP” over a closed data delivery network or networks (including broadband delivery networks and virtual private networks, but excluding any open access data delivery network), which transmission is encrypted so to only be intelligibly received and exhibited by customers of, or subscribers to, such “Internet Protocol” service in the relevant territory;

“KIUG Mark” means the official KIUG emblem including any foreign translation and any

permutation and derivation thereof, registered/ applied for registration by SAI in relation to the Event;

“**Khelo India Website**” means the official website of Khelo India;

“**Licensee**” means the successful Bidder with whom SAI enters into the License Agreement;

“**License Agreement**” shall mean the license agreement entered into between the successful Bidder and SAI along with all annexures and schedules thereto and shall include any modifications made in writing thereto between the parties;

“**Media Rights**” shall have the meaning ascribed to it in the License Agreement;

“**Media Rights Fee(s)**” or “**Rights Fee**” shall mean the fee payable by the Licensee to SAI for grant of the Media Rights and as more particularly set out in the License Agreement;

“**Mobile Broadcast Technology**” means each wireless standard or technology which is used during the Term for the point to multi-point broadcast of audio-visual images to mobile devices including:

- (a) Digital Video Broadcasting-Handheld (DVB-H);
- (b) Digital Audio Broadcasting (DAB);
- (c) Digital Multimedia Broadcasting Terrestrial (DMB-T);
- (d) Digital Multimedia Broadcasting-Satellite (DMB-S);
- (e) Integrated Services Digital Broadcasting-Terrestrial (ISDB-T); and
- (f) Qualcomm’s Media FLO technology,

and derivative systems and services but excluding any Mobile Telecommunications Technology;

“**Mobile Technology**” means Mobile Telecommunications Technology and Mobile Broadcast Technology or any other technology, whether current or supplemental or successor or new Mobile Telecommunications Technology and Mobile Broadcast Technology;

“**Mobile Telecommunications Technology**” means mobile telecommunications technology which is or may be used with radio frequency spectrum in any band to enable or facilitate transmission of textual material, data, voice, video, audio-visual or multimedia content or services to mobile devices and which include General Packet Radio Services (GPRS), the Global System for Mobile Communications (GSM) (also including GPRS, EDGE and HSCSD), and the Universal Mobile Telecommunications System (UMTS), Code Division Multiple Access (CDMA (including W-CDMA)), High Speed Package Access (HSPA), Long Term Evolution (LTE) (also Including E-UTRA), mobile WiMAX (802.16e), and other mobile WiMAX standards hereafter developed) and their related or derivative systems and services or any combination of them but excluding any Mobile Broadcast Technology and fixed wireless systems (including Wi-Fi (802.11), fixed WiMAX / HiperMAN / WiBro (802.16a-d), Bluetooth, MMDS, LMDS, IrDA and iBurst / HC-SDMA);

“**On-ground Sponsor(s)**” for any Edition shall mean the sponsor(s) for that Edition having

an on-ground presence at the venues of the Games, as approved by SAI

“Performance Security” shall have the meaning ascribed to the term in 15.1.

“Primary Product Category” means the primary product category designated in the relevant agreement between SAI and the relevant Event Sponsor and agreed by the Licensee.

“Production Kits” shall have the meaning ascribed to it in Annexure D;

“EMA” means the Event Management Agency with whom SAI has contracted for organising, coordinating, managing, marketing and commercialising the Event;

“Radio Rights” shall have the meaning ascribed to it in License Agreement;

“Reserved Rights” shall have the meaning ascribed to it in Annexure D;

“RFP” means this Request for Proposal;

“Television/ T.V.” means the transmission of audio-visual programming by means of Terrestrial Television, satellite television, cable television, IPTV or any other technology, whether current or supplemental or successor or new, transmission of which or retransmission thereof is solely intended for intelligible reception on the screen of television monitors. For the avoidance of doubt, Television shall specifically exclude, without limitation, Digital Transmission;

“Term” means the period commencing from the date of execution of the License Agreement and expiring 3 (three) months after the date of the closing ceremony of the last Edition, subject to earlier termination of the License Agreement in accordance with the terms thereof;

“Terrestrial Television” means linear Television transmitted over-the-air through terrestrial frequency bands whether in analogue or digital format, standard definition, high definition or any evolution thereof or otherwise by an authorized and licensed broadcast station and intended for direct reception by the general public using reception antennas for no fee or charge (other than any tax, levy or fee imposed by any governmental, administrative or other public authority in the relevant territory or part of it). For clarity, Terrestrial Television shall include the right to make a simulcast / re-broadcast of such Terrestrial Television distribution via cable television, satellite television and IPTV (to the exclusion of any Digital Transmission), including where there is a charge for such simulcast / re-broadcast distribution as part of a package or service (eg a “basic package” where a simulcast / re-broadcast of a Terrestrial Television channel is part of a basic subscription package of a satellite television service);

“Territory” shall mean all countries in the world; and

“Title Sponsor” means for each Edition of the Event, the title sponsor for that Edition as approved by SAI at its sole discretion.

2. SUMMARY OF BID

- 2.1 This RFP issued by the Sports Authority of India (SAI) constitutes a request for Bids from eligible entities (as determined in accordance with the eligibility criteria set out in Clause 4

of the RFP) to acquire the Media Rights (as more particularly set out in Clause 6.1) for the Term in respect of the Territory, subject to the terms of this RFP and the License Agreement.

- 2.2 This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract, or a grant of any rights and/or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon (i) acceptance by SAI of the Bidder's Bid and (ii) the execution of the License Agreement by both, SAI and the Licensee.

3. INSTRUCTIONS TO BIDDERS

- 3.1 The Bidders can download this RFP from the website: <http://sportsauthorityofindia.nic.in> <http://kheloindia.gov.in> & CPP Portal website: <http://eprocure.gov.in/eprocure/app>. The RFP has to be downloaded from the said websites only. Subsequently, Bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 8 of this RFP.
- 3.2 The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal.
- 3.3 All Bidders interested in participating in the online e-Tendering process are required to obtain Class II or Class III Digital Certificates. The Bid should be prepared and submitted online using individual's digital signature certificate.
- 3.4 Bidders Tool Kit Link (detailed help documents designed for Bidders) has been provided on e-Tendering website in order to guide them through different steps involved during e-Tendering such as online procedure for tender document purchase, bid preparation and bid submission. If any assistance is required regarding e-Tendering (registration/upload/download) please contact the Govt. of India e-Tendering **Help Desk**.
- 3.5 RFP will not be sold/ issued manually from the SAI.

4. ELIGIBILITY CRITERIA

- 4.1 Each Bidder must fulfil the following qualification criteria:
- 4.1.1 Valid Incorporation: The Bidder must be validly incorporated and registered under relevant provisions of law and existing in India;
- 4.1.2 Turnover: The Bidder must have an average annual turnover of at least INR 25,00,00,000 (Indian Rupees Twenty Five crores) during the last 3 (three) financial years ending FY 2019-20; and
- 4.1.3 Technical abilities: The Bidder must have:

- a) the necessary licences and approvals under Applicable Laws to produce, broadcast and stream the Feed on Television and Digital Platforms;
- b) prior experience in broadcasting multi-venue or multi-sports large scale sports events in or outside India; and

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

- i. Joint Venture/Consortium: Maximum of two companies may participate in the bidding as Joint Venture/consortium
- ii. Joint Ventures/Consortium must comply the following requirements:
 - a. The qualifying criteria parameters as set out in this RFP shall be satisfied collectively by members.
 - b. The formation of Joint Venture/Consortium or change in the Joint Venture character/partners after submission of the bid and any change in the bidding regarding Joint Venture/Consortium will not be permitted
 - c. Joint Venture/Consortium Agreement should legally bind all partners/members jointly and severally.
 - d. The pre-qualification of a joint venture/Consortium does not necessarily pre-qualify any of its partners/members individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture/Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
 - e. The JV Agreement/Consortium must include the relationship between joint venture partners/Consortium members in the form of JV Agreement/Consortium Agreement to legally bind all partners/members jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture/Consortium. Such JV Agreement/Consortium must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful. The Bidder must attach copy of Agreement.
 - f. One of the partners/consortium members responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney/Board Resolution signed by legally authorized signatories of both the partners.
 - g. The JV/Consortium Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and both partners of the Joint Venture/members of consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
 - h. The contract agreement should be signed jointly by each Joint Venture Partners/consortium members.
 - i. An entity can be a partner/member in only one Joint Venture/Consortium. Bid submitted by Joint Ventures/Consortium including the same entity as partner/consortium will be rejected.
 - j. The JV agreement/Consortium shall specify the share of each individual partner/member for the purpose of execution of this contract. This is required only

for the sole purpose of apportioning the value of the contract to that extent to individual partner/Member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.

k. In the case of JV/consortium Payments will be made to lead partner.

4.1.5 Fit and Proper Person: For the purpose of determining whether a Bidder is a 'Fit and Proper Person', SAI may take the indicative criteria mentioned in this clause 4.1.4:

- a) financial integrity of the Bidder;
- b) ability of the Bidder to undertake all obligations set out under the License Agreement;
- c) absence of convictions or civil liabilities against the Bidder;
- d) absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017 (provided such debarment is still existing);
- e) absence of any disqualification as specified below:
 - i. Conviction of the Bidder or any of its respective directors, partners, executives or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract;
 - ii. Admission of an application for winding up or liquidation under Applicable Laws against the Bidder or any of its or their respective directors and partners;
 - iii. Any action or proceeding being initiated under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or derecognition by any professional body being initiated against the Bidder;
 - iv. Current or previous banning of the Bidder or its respective directors, partners, executives or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason;
 - v. Default by The Bidder or any of its or their respective directors and of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years;
 - vi. Black listing of the Bidder by any government or semi-government body.

5. RFP PROCESS

- 5.1 This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP is not exhaustive and does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or amend the requirements or information contained in this RFP at any time prior to the submission of the Bid, save in relation to the eligibility criteria, technical requirements and the evaluation principles of the Bids.
- 5.2 Upon selection of a Bidder by SAI, SAI and the Licensee shall enter into a detailed contract/agreement incorporating the provisions of this RFP and the successful Bid ("**License Agreement**"). However, the Licensee's obligation will commence from the date of the award of the Bid.
- 5.3 SAI reserves the right to:
- 5.3.1 rank the Bidders in order of the attractiveness of the respective Bids submitted;
 - 5.3.2 review, reconsider and amend the scope of services to be offered in respect of the Event at any time prior to the first Bid submission;
 - 5.3.3 accept or reject any or all Bids (including the most competitive commercial Bid) in its absolute discretion, without assigning any reasons for the same;
 - 5.3.4 extend the time for submission of Bids at its sole discretion at any time prior to the due date, in case of any amendments in the RFP, with the amended RFP to be duly notified on the website and the same to be binding on all the Bidders; and
- 5.4 In the event of any misstatement or misrepresentation being discovered or detected in the information furnished / documents submitted by the Bidder in response to this RFP or at any later stage or in the event of any contravention by the Bidder of any condition or criterion stipulated by SAI, SAI shall have the right to terminate or cancel the engagement/license granted to the Bidder, and nothing shall be payable or be paid by SAI to the Bidder as damages or penalty. The penal provisions as stated in Earnest Money Deposit Declaration /Performance Security, as applicable, submitted by the Bidder shall stand forfeited forthwith, without any further notice from SAI;
- 5.5 SAI will not be liable for any costs, damages or losses for the Bid process incurred by any Bidder participating in this RFP, if SAI decides to cancel the RFP process, for any reason whatsoever. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by SAI to facilitate the evaluation process.
- 5.6 The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:
- 5.6.1 understood and examined the extent of the Media Rights, scope of services and other information made available in writing by SAI, for the purpose of this RFP;
 - 5.6.2 examined all information relevant to the risks, contingencies and other

circumstances that could affect the RFP; and

5.6.3 satisfied itself as to the correctness and sufficiency of the RFP.

5.7 Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with SAI or any of its government partners in relation to this RFP. Any clarifications and all information must be sought via e-mail only to procurement.kheloindia@gmail.com. No queries shall be entertained by SAI after scheduled date and time mentioned in Clause 8.

6. GRANT OF RIGHTS AND SCOPE OF SERVICES

6.1 Grant of Rights

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

6.1.1 produce live and continuous moving image video signal of the Event (including the Ceremonies and the Games) of at least that standard and specification which is consistent with the then prevailing market standard, which may incorporate slow motion replays, titles and any graphics selected by or on behalf of the Licensee ("**Feed**");

6.1.2 broadcast, distribute, exhibit and/or make available audio and/or audio-visual programming ("**Broadcast**"), on a linear and on demand, downloadable basis, on a live and delayed (including any repeats and Highlights) basis, audio-visual programming of unlimited duration of the Event (including the Ceremonies and the Games) by means of Television and Digital Transmission, on a free, pay-per-view or pay basis, in full or in part, in those languages as it deems fit (including English, Hindi or other languages); and

6.1.3 other rights more particularly set out in **Annexure A**.

6.1.4 complete liberty and discretion to commercially exploit all on-air inventory including the right to appoint Broadcast Sponsors

6.1.5 Access to Players to be provided by SAI on a best effort basis and not as a deemed obligation for the following:

a. At the Licensee's request, SAI shall provide the Licensee with access to the players participating in each Edition of the Event, provided that such request is reasonable.

b. Such access shall be provided at the request of the Licensee: (i) before and after each sporting Event or match, for the purpose of creating audio visual promotions, video clips, ad films, and any other promotional activity in relation to the Event, at no extra cost to the Licensee; and (ii) in general depending on the availability of the player, for ad-shoots and attending and participating in television programs organized by the Licensee in relation to the Event;

c. SAI shall ensure that each player provides any other similar support, as reasonably requested by the Licensee from time to time, solely for the purpose

of promoting or increasing the viewership of the Event;

- d. SAI shall ensure that, for the purpose of promoting or increasing the viewership of the Event, the Licensee has the right to photograph the players, as well as the right to film, televise, photograph, identify and otherwise record the player and his/her performance during the sporting events and periods ancillary thereto, including training and press conferences, as well as the right to further sub-license or assign such rights, at no extra cost to the Licensee.
 - e. SAI shall ensure that the Licensee has the right to use the player characteristics of each player for the purposes of promotion of the Event, at no extra cost to the Licensee.
 - f. SAI shall provide the Licensee with exclusive right to (i) use the audio-visual and still images of players in advertisements and/or promotions of forthcoming coverage of the Edition of the Event on any platforms; and (ii) operate any competition, fantasy league and/or contest relating to the Event within the Territory using the SAI Marks and/or Feed.
- 6.1.6 SAI shall provide the Licensee the right to use all recorded information relating to the sporting events in the Event and players, including all fixture lists, scores and/or statistical information relating thereto, regardless of form or the media on which it may be recorded. Further, the SAI shall make available to the Licensee, all timely data in respect of Games results and other developments during the Event.
- 6.1.7 SAI shall on a best effort basis and at its sole discretion endeavour to ensure that the Licensee's logo appears in each situation where the SAI's partners' logos and/or signages are presented;

6.2 Services

The Licensee will be required to provide the following services:

- 6.2.1 produce and Broadcast live, through Television and Digital Transmission, at least the minimum number of Games specified in **Annexure B**;
- 6.2.2 produce and Broadcast live, through Television and Digital Transmission, the Ceremonies to each Edition of the Event;
- 6.2.3 produce and Broadcast live, a minimum number of hours per Edition of the Event through Television and Digital Transmission, respectively as set out in **Annexure B** ("**Broadcast Hours**");
- 6.2.4 produce the Event in accordance with minimum specifications provided in **Annexure E**;
- 6.2.5 ensure that a constant dynamic logo will be inserted at the top left corner of the broadcast feed for the entirety of the Broadcast of the Event through Television and Digital Transmission. Such constant dynamic logo shall alternate between the

composite Event logo/main or title sponsor/Khelo India logo. Any changes to the said terms will be at the sole discretion of SAI.

- 6.2.6 Only the composite and approved Khelo India University Games Logo should be used by the Broadcaster across all platforms. The Composite Logo would have the Title Sponsor and the co-powered sponsor logo units which may change for each Edition and should be voiced inclusive of the event, the Title and co-powered sponsor. Khelo India University Games Logo cannot be altered, changed or used in parts, for example, using only 'Khelo India' without the mention University Games.
- 6.2.7 whether under applicable law or otherwise, the Licensee must provide the Feed to Prasar Bharti for onward transmission on its non-pay television platforms, including on DD Free Dish.

In the event that the Event is not classified as an "Event of National Importance", it is still SAI's requirement that the Licensee ensures that the Event shall be aired on the Prasar Bharati channels. The Licensee should hold good faith discussions with Prasar Bharati on the sharing mechanism, including on clean feed (or not) and on revenue sharing.

- 6.2.8 ensure that it shall not select or appoint any Broadcast Sponsor in relation to the Primary Product Category of the Event Sponsor, without first offering and providing them with a notice of 7 days (30 days from second Edition onwards) to purchase such Broadcast Sponsorship. For the avoidance of doubt, if the Event Sponsor declines to purchase such Broadcast Sponsorship or fails to respond to such offer within the 7-day (30 days from second Edition onwards) period, the Licensee may appoint as Broadcast Sponsor any other person, including, save for the Title Sponsor, a person who is a Competitor of the Event Sponsor.

Provided that, SAI shall provide the Licensee with its list of Event Sponsors at least 90 days prior to the commencement of each Edition (15 days for the Edition) along with their relevant Primary Product Category. Should the SAI not provide the Licensee with the list by such date, the Licensee shall be free to sell sponsorships and/or inventory to any person, including any Competitor of the Event Sponsor(s).

- 6.2.9 Provide coverage of the Event on any channel that forms part of one of the top two sports channels of the Bidder in terms of reach to pay television households;
- 6.2.10 Provide coverage of the Event on a Digital Platform that is available to all mobile subscribers in India. For sake of clarity, the availability of the Event cannot be restricted to any one handset/mobile operator;

Produce Highlights in at least 3 languages and broadcast on widely-distributed, language-specific Television channels and on the Digital Platform. As regards the inclusion of Ceremonies in the Highlights package to be produced by the Licensee, the Licensee must ensure that the Highlight package of each of the Editions of the Event includes at least a 10 minute feature of the opening ceremony of that Edition of the Event;

- 6.2.11 Within 90-days of the end of the Event, licensee shall provide a written report which shall specifically detail out the following:
- i. viewership of the Event on Television and Digital Platforms;

- ii. availability of the Event on TV and Digital Platforms. For Television, Licensee should provide preceding six month viewership (basis BARC, All India, CS2+ Urban + Rural) for the channels on which the Event was broadcast and confirm that the requirement of availability on one of the top two channels has been met. For Digital, Licensee should provide aggregate viewership, viewership by platform and provide confirmation that as a result of the Licensee's actions, the availability of the Event was not restricted on any platform. It is hereby clarified that the basis 'BARC, All India, CS2+ Urban + Rural', as specified in this clause above, shall mean the details of viewership as determined by the Broadcast Audience Research Council on an all India basis for both cable and satellite including both urban and rural data;
- iii. computation of marketing spend incurred by the licensee; and
- iv. timeline of marketing activity from commencement of marketing campaign to end of Event

6.2.12 ensure that the state wise points table, university/college wise points table, tickers with result updates and score updates to be inserted at a frequency of 20 inserts per day (each day of 7 hour broadcast) so as to maximize interest and give the audience maximum information on the Event.

6.2.13 ensure that the Commentators highlight university/college names, university/college wise performance specifics across the entirety of the broadcast so as to trigger and maximize a campus level activation of the Event.

6.2.14 ensure that the SAI nominated Government of India officials or any other dignitaries are interviewed at the side-lines of the Event during prime time and repeat broadcast relayed every day of the Event. Such interviews shall not be more than twice each day and each segment shall not exceed two minutes.

6.2.15 ensure that the overriding theme of providing the youth of India with a performance platform on par with the Olympic games / Commonwealth games / Asian games is the primary motive of the Event and the same shall be relayed using vignettes / presentations confirmed by the SAI.

6.3 To enable the Licensee to render the services and exercise the Media Rights, SAI will, at its own cost, provide support to the Licensee as set out in **Annexure C**.

6.4 **Reserved Rights**

All rights not specifically granted to the Licensee shall be reserved to SAI and may be exercised or exploited by SAI itself, or granted to third parties, on terms determined by SAI in its absolute discretion. An illustrative list of reserved rights are set out in **Annexure D**.

6.5 Notwithstanding anything contained in this RFP or the License Agreement, Licensee shall provide Clips to the SAI, at no cost, and the SAI shall have the right to transmit (on a delayed basis of 3 (three) hours post completion of a specific competition forming part of the Games) Clips thereof on the Khelo India Website and SAI owned social media platforms/ accounts of the Event.

7. EARNEST MONEY DEPOSIT

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

8. BID SCHEDULE

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

| Sr. No | INFORMATION | DETAILS |
|--------|--|--|
| 1 | Publishing of RFP through CPP Portal | 20.01.2021 |
| 2 | Last date for submission of written queries for clarifications. | 29.01.2021 before 5:00 PM |
| 3 | Details of Pre-Bid conference virtual via video conferencing | 01.02.2021 11:30 AM Zoom Link: https://us02web.zoom.us/j/83567032293?pwd=NTBoajRCSTZtVWxkeTVrVDgvODljQT09 Meeting ID 835 6703 2293 Passcode: 12345 |
| 4 | Last date and time (deadline) for Bid submission (Bid due date) | 11.02.2021 at 02:00 PM |
| 5 | Bid Validity Period | 180 Days |
| 6 | Place, Time and Date of opening of Bids received in response to the RFP notice | 12.02.2021 at 02:30 PM Venue: Khelo India Secretariat, Staircase No. 5, JLN Stadium Complex, Lodhi Road, New Delhi |
| 7 | Contact Person for queries | procurement.kheloindia@gmail.com |
| 8 | Addressee and Address at which proposal in response to RFP notice is to be submitted | Senior Director, Khelo India Khelo India Secretariat, Staircase No. 5, JLN Stadium Complex, Lodhi Road, New Delhi |

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

9. BIDDERS' QUERIES AND RESPONSES THERETO

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

| | | | |
|--|--|--|--|
| To, Senior Director (Khelo India), Sports Authority of India, New Delhi | | | |
| BIDDER'S REQUEST FOR CLARIFICATION | | | |
| Name of Organization submitting request | Name & position of person submitting request | Full formal address of the organization including phone, fax and email points of contact & contact details of local office as well | |
| | | Tel: | |
| | | Fax: | |
| | | Email: | |
| Sl. No. | Bidding Document Reference(s) (section number/page) | Content of RFP requiring clarification | Points of Clarification required. |

9.2 All enquiries should be sent to SAI only through email only. The SAI shall not be responsible for ensuring that Bidders' enquiries have been received by them. SAI shall endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed to all the Bidders.

9.3 SAI will host a virtual/or physical Pre-Bid Conference, scheduled as per the details in Bid Schedule at clause 8. The representatives of the interested Bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed

solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference.

9.4 Within 2 days from the Pre-Bid Conference, SAI shall issue responses to all of the bidders' written queries raised prior to the Pre-Bid Conference or at the Pre-Bid Conference, together with any other revised documents (if required).

10. SUBMISSION OF BID

10.1 All documents are to be uploaded in PDF or scanned copies online.

10.2 The Bidder is required to upload:

- Bid Eligibility Criteria documents submitted as mentioned in this RFP.
- Technical Bid documents to be uploaded as mentioned in this RFP.
- Commercial Bid as per this RFP.
- Bidder must complete and sign the Undertaking at Annexure F and required documents.
- The Bid should be filled by the Bidder in English language only.
- In no case Commercial Bid will be entertained in Hard Copy.

10.3 Bidders are requested to submit 'Online Bid' only in PDF/Scanned copy. It is clarified that hard copies of any of the Bid documents will not be accepted.

10.4 The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc and SAI reserves the right to reject the bids submitted in contravention of the said terms.

10.5 Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.

10.6 If any Bidder does not qualify in technical evaluation, the Commercial Bid shall be returned unopened to the Bidder.

10.7 The Bids shall be valid for a period of 45 days from the date of submission of the Bids. A Bid valid for a shorter period may be rejected as non-compliant. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.

10.8 In exceptional circumstances, at its discretion, SAI may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

10.9 The Bid should be an unconditional bid. In case of any condition, the Bid shall be treated as non-responsive and be disqualified.

10.10 The Bid should be only in the prescribed format. It should also be accompanied by all the requisite documents.

10.11 The Bid cover should carry the complete name and address of the Bidder, along with the telephone, fax and e-mail address.

10.12 Rejection of Technical Bids

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

10.12.1 incomplete Bids that do not quote for the complete scope of services as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder;

10.12.2 information that is found to be incorrect/misleading at any stage during the tendering process;

10.12.3 inclusion of commercial Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and

10.12.4 non-fulfilment of the eligibility criteria, set out in Clause 4, by the Bidder.

10.13 Rejection of Commercial Bids

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

10.13.1 Incomplete Bids that do not set out the Media Rights Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.

10.13.2 Commercial Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.

10.13.3 Bids which do not confirm unconditional validity of the bid for 45 days from date of submission of the Bid.

10.13.4 Bids which do not conform to SAI bid format.

10.13.5 Bids in respect to which the bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the commercial bid, if any.

10.13.6 Any Commercial Bid that does not comply with the conditions laid down by SAI.

10.14 Other Reasons for Rejection of Bids

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

10.14.1 Bids in which the Bidder seeks to influence the SAI bid evaluation, bid comparison or contract award decisions.

10.14.2 In view of two bid systems, SAI may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway, without opening the commercial bid.

10.14.3 By adopting the procedure above, the commercial bids of those bidders, whose technical bid(s) are found acceptable, shall be opened and processed further as per rules laid down for the same.

10.14.4 Bids that are submitted late will be rejected.

10.15 Correction of Errors

10.15.1 Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by SAI.

10.15.2 Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, **the amount in words shall govern**. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

11. **CONFIDENTIALITY**

11.1 The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by purchasing the tender document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of SAI, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors of the Bidder maintain confidentiality of the RFP and any information disclosed to them in relation thereto.

11.2 The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and SAI. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI's expense, for other clients of the Bidder without the prior written approval of SAI. The Bidder is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with SAI without the prior written approval of SAI.

11.3 All information and documents that are furnished by the Bidder will be treated as strictly confidential by SAI and shall not be disclosed by SAI to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

12. **DOCUMENTS TO BE SUBMITTED ALONG WITH BID**

12.1 *Bidders are requested to submit online the following **pre-qualification** documents in PDF/Scanned copy.*

- (a) Documents supporting the Eligibility criteria as laid down in this RFP including:
- i. Certificate of incorporation in India.
 - ii. a certificate issued by a chartered accountant that the Bidder has an average annual turnover of at least INR 25,00,00,000 (Indian Rupees Twenty-Five crore) during the preceding 3 (three) financial years (FY ending March 2020);
 - iii. copy of necessary licences under Applicable Laws evidencing the right of the Bidder (and/or any of its Group Entities) to exploit the Media Rights;
 - iv. documents or a write-up to establish that the Bidder (and/or any of its Group Entities) has prior experience within last three years(FY ending March 2020)in broadcasting multi-sport or multi-venue large scale sports events in or outside India; and
 - v. a true copy of an appropriately notarized power of attorney or a certified true copy of a duly executed board resolution, in each case authorizing the relevant representative to sign all relevant documents asked in this RFP on behalf of the Bidder.
 - vi. Undertaking that the Bidder meets the Fit and Proper Person criteria as laid down in this RFP.
 - vii. copy of ITR returns of preceding three years ending FY 2019-20;
- (b) Documents for Income Tax PAN and GSTRegistration.
- (c) Undertaking in format annexed at Annexure F.

12.2 *Bidders are requested to submit online the following **Technical Bid** documents in PDF/Scanned copy*

- (a) Documentsand a write-up to establish the experience and capability of the Bidder (and/or any of its Group Entities) inbroadcasting multi-sport or multi-venue large scale sports events in India;
- (b) Documentsand a write-up to establish the experience and capability of the Bidder (and/or any of its Group Entities) in producing large scale sports events in or outside India; and
- (c) Proof of Aggregate Marketing Spend incurred by the bidder during production/broadcast of large-scale sports events undertaken by the Bidder.
- (d) Document or write-up providing an exploitation plan for the Event. Such exploitation should detail the various production, marketing and distribution plans of the Bidder and should specifically establish the following:
 - i. details of the Bidder’s sports television channels on which the Event will be broadcast along with their average viewership reach for the immediately preceding six months (basis BARC, All India, CS2+,Urban+Rural); and

- ii. Details of the Bidder’s Digital Platform on which the Event will be streamed along with its average users over the immediately preceding six months as per any industry recognized agency.

12.3 Commercial Bid

Applicants must quote their commercial offers online only as per the following points:

12.3.1 Media Rights Fee

- (a) Bidders are required to submit bids for the proposed Media Rights Fee for each Edition of the Event during the Rights Period.
- (b) Media Rights Fee proposed shall be quoted in Indian Rupees and shall exclude indirect taxes (such as GST etc).
- (c) Bidders should submit their financial bid as per the format of Commercial Bid set out below.

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

12.3.2 Promotional Spend

The broadcaster will try and give the best exposure possible on its network channels and provide SAI with a detailed log report of the total spends as per agreed timeline. Such spend shall be computed based on market rates and not internal rates or card-based rates. Marketing campaign should commence at least 30 (thirty) days prior to each Edition of the Event or on the date of execution of the agreement between SAI and the Licensee, whichever is later;

| Sr. No. | Edition | Promotional spend (in INR) | | Total committed promotional spend |
|---------|---------|----------------------------|---|-----------------------------------|
| | | On Home Network | On 360degree marketing activities outside | |

| | | | of the network | |
|----|-----------|-----|----------------|-----------|
| 1. | Edition 1 | (A) | (B) | (A) + (B) |
| 2. | Edition 2 | (C) | (D) | (C) + (D) |
| 3. | Edition 3 | (E) | (F) | (E) + (F) |
| 4. | Edition 4 | (G) | (H) | (G) + (H) |
| 5. | Edition 5 | (I) | (J) | (I) + (J) |

12.3.3 The total of Media Rights Fee and Promotional Spend after consideration of Net Present Value using a discount factor of 10% shall be considered as overall Commercial Value.

13. EVALUATION OF BIDS

13.1 The Bids will be evaluated on the basis of evaluation of technical and commercial Bids of each Bidder.

13.2 Phase I: Evaluation of the Technical Bid:

13.2.1 The technical Bid of each Bidder shall be evaluated in accordance with the following methodology:

| SR. NO. | BID COMPONENT | WEIGHTAGE |
|---------|--|-----------|
| 1. | Prior experience in broadcasting multi-sport or multi-venue, large scale sports events in or outside India; | [20] |
| 2. | Prior experience in producing multi-sport or multi-venue, large scale sports events in or outside India; | [20] |
| 3. | Aggregate marketing spent on broadcasting/producing multi-sport or multi-venue, large scale sports events in or outside India. (Only events mentioned at point 1 and 2 above are applicable) | [20] |
| 4. | Viewership reach of the sports television channels on which the Event shall be broadcast (average viewership reach for the immediately preceding six months) | [20] |
| 5. | User base of the Digital Platform on which the Event shall be streamed (average users over the immediately preceding six months) | [20] |

| SR. NO. | BID COMPONENT | WEIGHTAGE |
|---------|---------------|--------------|
| | Total | [100] |

13.2.2 For each of criterion 1) and 2) above, the scores will be granted in the following weights:

- i. International multi-sport event (40%)
- ii. International single-sport multi-venue event (25%)
- iii. International single-sport single-venue event (20%)
- iv. Any domestic multi-sport event (10%)
- v. Any domestic single-sport multi-venue event (5%)

The above weights are additive and accordingly, a Bidder who has broadcast or produced each of the above types of events will get the full score under each of criterion 1) and 2).

13.2.3 For each of criterion 3), 4) and 5) above, the Bidder who submits the documents in support of highest marketing spend/viewership reach/user base shall get the maximum score under that criterion and the bids of the other Bidders shall be granted scores in proportion to the Bid of the highest Bidder.

13.2.4 A Bidder must get a minimum of 70 points in the Technical Evaluation to qualify to proceed to opening of commercial bid.

13.2.5 The aggregate Media Rights Fees and Promotional Spend shall be evaluated on the basis of Net Present Value using a discount factor of 10%.

13.2.6 The Bid of the Qualified Bidder who submits the highest commercial value will be rated as the 'Best Bid' and will be declared as the successful Bidder for the grant of the Media Rights for the Event. In the event that one or more Bidders have submitted the same Commercial Value, the Bid with the highest technical score (St) will be rated as the 'Best Bid'.

13.2.7 Further, in the event that one or more Bidders with the same Commercial Value also have the same technical score (St), SAI may, in its sole direction, declare any one of such Bidders as the successful Bidder. SAI may also exercise its discretion in declaring the successful Bidder by evaluating whether: (a) the commercial Bid of the Bidder rated as having submitted the 'Best Bid' is in accordance with the requirements set out in the RFP; and (b) the Bidder winning the 'Best Bid' is adequately equipped to perform the services in a satisfactory manner.

14. DECLARATION OF SUCCESSFUL BIDDER; SIGNING OF CONTRACT

14.1 Prior to the expiration of the validity period for the Bid, SAI will notify the successful Bidder in writing by registered post or by facsimile or email transmission that its Bid has been accepted. SAI will also send to the successful Bidder, a draft of the License Agreement, along with the aforementioned notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the License Agreement and each party

shall retain one original of the signed License Agreement. It is clarified that the License Agreement will incorporate the provisions, intent and principles of the RFP and the Bid submitted by the successful Bidder.

- 14.2 The failure of the successful Bidder to agree to the terms and conditions of the License Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals. Further, since the License Agreement only consists of provisions of RFP and Bid and then also the successful bidder fails to sign the agreement then his bid will be cancelled and penal provisions as stated in EMD declaration shall be applicable.
- 14.3 Upon the successful Bidder and SAI duly signing the License Agreement and the Licensee furnishing the Performance Security, as set out in Clause 15, to SAI, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder.
- 14.4 Term of the License Agreement: The License Agreement shall commence on the date of its execution and shall be valid and subsisting during the Term.

15. PERFORMANCE SECURITY

- 15.1 In order to ensure the due performance of the awarded contract, the Licensee shall, within 7 (seven) days of entering into the License Agreement with SAI, furnish an irrevocable bank guarantee for an amount of Rs 2,00,00,000 (Two Crore) ("**Performance Security**").
- 15.2 All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Licensee. No interest will be payable on the Performance Security by SAI.
- 15.3 Material failure on the part of the Licensee, which is not cured within reasonable time of receiving a written notice of such failure from SAI, to comply with the requirements of the scope of services specified in this RFP, shall constitute sufficient grounds for the enforcement of the Performance Security by SAI to the extent of its loss.

The Licensee shall replenish the Performance Security within seven days of invoking of the Performance Guarantee.

- 15.4 SAI agrees that the Performance Security shall be returned to the Licensee upon expiry of the Term /or termination of the Agreement, whichever is earlier, subject to all dues and obligations of the Licensee. In the event SAI enforces a part of the Performance Security in accordance with the provisions of this Agreement, the remaining amount of Performance Security shall be refunded to the Licensee upon expiry of the Term or termination of the Agreement, whichever is earlier. It is hereby clarified that the Performance Security must remain valid for a period of 60 (Sixty) days beyond the date of expiry of the period of the agreement (i.e. 5 years) or termination of this Agreement, whichever is earlier and the Licensee must ensure that Performance Security remains valid during such period. It may require revalidation from time to time as the case may be.
- 15.5 It is hereby clarified that the Performance Security shall be capable of being renewed by the Licensee during the period of the agreement (i.e. 5 years), provided that the Performance Security of Rs. 2,00,00,000 (Rupees Two Crore Only) remains valid and in existence at all times during the period of the agreement(i.e. 5 years).

16. TERMS OF PAYMENT

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

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

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

17. OTHER TERMS AND CONDITIONS OF THE BID

- 17.1 All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- 17.2 Save as expressly authorized by SAI in writing, the Licensee shall not, without the prior express approval of SAI, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI.
- 17.3 The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by SAI.
- 17.4 The Bidder must strictly comply with all terms and conditions prescribed herein.
- 17.5 SAI reserves the right to call upon any or all the Bidders to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.
- 17.6 SAI is under no obligation to declare the Bidder quoting the highest Media Rights Fees as the successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents / information provided by the Bidder) shall be material criteria for awarding the contract.

- 17.7 The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of SAI, such offices and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of services.
- 17.8 Privileges: The Licensee shall also have the following rights:
- 17.8.1 right to use the phrase 'Media Partner of the Khelo India University Games' during the Term; and
- 17.8.2 performance certificate to be issued by SAI to the Licensee upon the satisfactory discharge of its services in respect of each Edition of the 'Khelo India University Games'.

The SAI shall have right to use Licensee logo in all its publicity campaign as "Media Partner of the Khelo India University Games' along with schedule of broadcast.

- 17.9 Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The courts of Delhi shall have sole/ exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI.
- 17.10 It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors.

18. DETAILS OF THE EVENT

- 18.1 To enable the Bidder to evaluate this RFP and submit a meaningful Bid, and to enable the Licensee to exercise the Media Rights and meet its obligations, SAI hereby commits the following in relation to the Event:
- 18.1.1 SAI shall conduct 5 (five) annual Editions of the Event during the Term, with 1 (one) Edition of the Event being held every calendar year;
- 18.1.2 Working Committee:
- (i) SAI shall constitute a working committee for the organisation of the Event ("**Working Committee**") within 15 days of the award of the Bid, with such Working Committee to include at least 1 (one) representative of the Licensee and to jointly deliberate and decide on: (a) the scope of the Event (including the schedule, format and structure of the Event); (b) Games to be included or excluded and (c) proposals for the promotion and marketing of the Event; and
- (ii) SAI, in conjunction with the Working Committee, shall finalize the precise schedule of each Edition of the Event during the Term (other than the first Edition) at least [120 (one hundred and twenty) days] prior to the commencement of such Edition.

- (iii) SAI and the Licensee shall hold a workshop not less than 90 days (45 days in the first year) to the commencement of that year's Edition, to share previous year learnings and action points, respective on-ground, Event related, marketing and distribution plans and co-ordinate activities to ensure the overall success of the Event.
- (iv) The Licensor and Licensee shall hold a workshop not less than 45 days (25 days in the first year) to the commencement of that year's Edition which includes other key partners, including EMA, National Sports Federations, University/college Games Federations etc.
- (v) Notwithstanding the above, the discretion of SAI shall prevail in regard to the Games, particularly in respect of scheduling, format, number and choice of Games and venues.
- (vi) The working committee shall meet every two months to discuss activities and opportunities to promote the KIYG games, especially between two Events. These discussions in good faith shall also include the provisions of marketing plans and materials with partners.

18.1.3 SAI shall provide all the support to the Licensee as set out in **Annexure B**, the costs in relation to which shall be borne entirely by SAI.

18.2 If any of these commitments during any Edition of the Event are not met due to any reason (including occurrence of any Force Majeure), there shall be a good faith discussion between SAI and the Licensee for change in the Media Rights Fees payable by the Licensee to SAI;

19. GENERAL CONDITIONS OF CONTRACT

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

19.2 General Provisions:

19.2.1 *Exclusivity:*

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

19.2.2 *Relationship between the parties:*

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

19.2.3 *Headings:*

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

19.2.4 *Notices:*

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

19.2.5 *Location:*

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

19.2.6 *Authorized representatives:*

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

19.2.7 *Taxes and Duties:*

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

19.2.8 *Measures to be taken by SAI:*

- i. It is SAI's policy to require that SAI as well as the Bidders and all its members observe the highest standard of ethics during the execution of the License Agreement. In pursuance of this policy, SAI, defines, for the purpose of this provision, the terms set forth below as follows:

"Corrupt practice" means the offering, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a SAI official in the selection process or in contract execution;

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

"Collusive practices" means a scheme or arrangement between 2 (two) or more Bidders, with or without the knowledge of SAI, designed to establish prices at artificial, non-competitive levels; and

"Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

- ii. SAI may terminate the arrangement if it is determined at any time that representatives of the Bidders were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract/ License Agreement.
- iii. SAI may also impose sanctions against the Bidder, namely declaring the Bidder ineligible for the award of the contract, if SAI, at any time, determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any SAI financed contract or event. Also, penalty such as debarment in participation of future SAI tenders for a limited period or forfeiture Performance Security shall be imposed on the Bidder as well.

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

19.3.1 *Effectiveness of the License Agreement:*

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

19.3.2 *Commencement of Services:*

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

19.3.3 *Entire Agreement:*

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

19.3.4 *Modifications or Variations:*

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

19.3.5 *Force Majeure:*

i. Definition:

- (i) For the purposes of this RFP, “**Force Majeure**” means an event which is beyond the reasonable control of SAI or the Government of India or the Bidder, is not foreseeable, is unavoidable and not brought about by or at the instance of SAI or the Bidder claiming to be affected by such event and which has caused the non-performance or delay in performance, and which makes SAI’s or the Bidder’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, pandemics, epidemics, lockdown, quarantine or other extreme adverse

weather conditions, strikes, lockouts or other industrial action (except where SAI or the Bidder has the power to prevent such strikes, lockouts or other industrial action), confiscation or any other action by government agencies.

- (ii) Force Majeure shall not include: (a) any event which is caused by the negligence or intentional action of the affected party or its agents or employees; (b) any event which a diligent person could reasonably have been expected to take into account at the time of entering into this arrangement, and avoid or overcome in the carrying out of its obligations hereunder; or (c) insufficiency of funds or inability to make any payment required hereunder.

ii. Measures to be Taken:

- (i) Any person affected by an event of Force Majeure shall continue to perform its obligations under the License Agreement as far as reasonably practicable, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (ii) If a party is affected by an event of Force Majeure, it shall notify the other party of such event as soon as possible, and in any case, not later than 3 (three) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (iii) Any period within which a party is required to, pursuant to the License Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of an event of Force Majeure.
- (iv) During the period of their inability to perform the obligations as a result of an event of Force Majeure, the affected party shall either demobilize or continue with the services to the extent possible, in which case the affected party shall continue to be paid proportionately and on a *pro rata* basis, under the terms of the License Agreement.
- (v) In the case of any dispute between the parties as to the existence or extent of a Force Majeure event, the matter shall be settled in accordance with the provisions of Clause 19.8.

19.3.6 *Suspensions:*

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

19.3.7 *Termination:*

- i. SAI may terminate the License Agreement by serving written notice:
 - (i) if the Licensee is in breach of any of the terms and conditions of the Tender documents including License Agreement and fails to remedy a breach in the performance of its obligations under the License Agreement within 15 (fifteen) days of receipt of such notice or within such further period as the SAI may have subsequently approved in writing;
 - (ii) if the Licensee becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the License Agreement;
 - (iii) if the Licensee fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 19.7.2;
 - (iv) if the Licensee is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the License Agreement;
 - (v) if the Licensee submits to SAI a false statement which has a material effect on the rights, obligations or interests of SAI; or
- ii. Each Party has a right to terminate the License Agreement upon occurrence of an event of Force Majeure;
- iii. Cessation of Rights and Obligations:
- iv. Upon the termination of the License Agreement or upon expiration of the License Agreement, all rights and obligations of the parties hereunder shall cease, except:
 - (i) such rights and obligations as may have accrued on the date of termination or expiration;
 - (ii) the obligation of confidentiality set forth in relation to the parties;
 - (iii) any right which a party may have under Applicable Law. Further any advance paid by the Licensee, prior to termination by the Licensee in accordance with Clause 19.3.7 ii above, will be immediately refunded to the Licensee.Cessation of Services:

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

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

If either party disputes whether an event warranting termination has occurred,

such party may, refer the matter to arbitration under Clause 19.8.2, Obligations of the Licensee:

19.3.8 *Standard of Performance:*

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

19.3.9 *Reporting Obligations:*

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

19.3.10 *Insurance taken out by the Bidder:*

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

19.4 Assistance by SAI:

SAI shall use its best efforts to:

19.4.1 provide the Bidder with work permits and such other documents as may be necessary to enable the Bidder to perform the services;

19.4.2 promptly provide support to foreign personnel or foreign consultants or professional engaged by the Bidder for the provision of the services for all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

19.4.3 issue to its officials, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective delivery of the services; and

19.4.4 provide to the Bidder any other assistance required for the provision of the services.

19.5 Fairness and Good Faith:

19.5.1 *Good Faith:*

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

19.5.2 *Operation of the License Agreement:*

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

operate fairly as between them, and without detriment to the interest of either party.

19.6 Settlement of Disputes:

19.6.1 *Amicable Settlement:*

In the event a dispute arises between the parties in relation to any matter under the RFP or the License Agreement, either party may send a written notice to the other party. The party receiving the notice shall be required to respond to such notice in writing within 72 (seventy two) hours of receipt, failing which and if the dispute cannot be amicably settled within the aforementioned time period, the parties shall proceed to arbitration under Clause 19.7.2 below.

19.6.2 *Arbitration:*

- i. In the case of a dispute arising in connection with the License Agreement or the RFP, which has not been settled amicably within the stipulated time period set out in Clause 19.7.1, either party may refer the dispute for arbitration under the (Indian) Arbitration and Conciliation Act 1996 as amended. Such dispute shall be referred to the sole arbitrator to be appointed at the sole discretion of the Secretary (Sports), Govt. of India upon taking into consideration the suggestions provided by both, theSAI and the Licensee.
- ii. The seat of the arbitration shall be in Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- iii. The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitration, as determined by the arbitrators, shall be borne equally by SAI and the Bidder. However, the expenses incurred by each party in connection with the preparation for such arbitration proceedings shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

19.7 Intellectual Property Rights:

All right, title and interest in and to all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable work products, marketing and business ideas, and all improvements, know-how, data, rights and claims related to the foregoing, which are conceived, developed or created with the conceptual inputs, financing or materials provided by a party ("**Intellectual Property**"), whether or not registered or registrable, patented or patentable, shall be held and owned solely by such party. The Bidder shall mark all SAI's IP with KIUG's copyright. In the event that the Bidder should otherwise, including by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any IP of KIUG, the Bidder hereby assigns and otherwise transfers and agrees to assign and otherwise transfer to SAI, without further consideration, SAI's entire right, title and interest in and to each and every such IP of SAI. The Bidder hereby waives any so-called "droit moral" rights, "moral rights of authors" and all other similar rights the Bidder may have in any IP of SAI, however denominated, throughout the

world.

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

19.8 Non-collusive Binding Certification:

19.8.1 By submission of this Bid, the Bidder and each person signing on behalf of the Bidder certifies, under penalty of perjury, that to the best of his/her knowledge and belief:

- i. the amounts of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such amounts with any other Bidder or with any competitor;
- ii. unless otherwise required by Applicable Law, the amounts which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of the Bid, directly or indirectly, to any other Bidder or to any competitor; and
- iii. no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

19.8.2 A Bid shall not be considered for award nor shall any award be made where Clauses 19.9.1 (i), (ii) and (iii) have not been complied with; provided however, that if in any case, the Bidder(s) cannot comply with the foregoing certification, the Bidder shall so state and furnish a signed statement which sets forth in detail the reasons therefore.

19.9 Sub licensing

The Licensee will be entitled to partly sub-license its rights or obligations under the License Agreement with the prior written approval of SAI ; provided that the Licensee shall continue to be responsible and accountable to SAI for its obligations despite any such sub-license. The Licensee shall ensure that the License is not misused or infringed upon by any third parties at any cost. The Licensee shall keep SAI fully indemnified in this regard.

19.10 Conflict of interests

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

19.11 Miscellaneous:

19.11.1 The failure at any time of the Licensee or SAI to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party

may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions.

19.11.2 The Bidder shall notify SAI of any material change in its corporate status, especially where such change would impact the performance of the obligations undertaken under the License Agreement or the RFP.

19.11.3 Each party shall, at all times, indemnify and keep indemnified the other party, against all claims / damages/cost/penalties/third party claims of whatsoever nature including for any infringement of any intellectual property rights by it of the other party.

19.11.4 Each party ("**Indemnifying Party**") shall, at all times, indemnify and keep indemnified the other party ("**Indemnified Party**"), against any claims against the Indemnified Party in respect of any damages or compensation as a consequence of any accident or injury sustained or suffered by the Indemnifying Party's employees or agents or by any other third party resulting from or by any action, omission or operation by or on behalf of the Indemnifying Party.

19.11.5 The Indemnifying Party shall, at all times, indemnify and keep indemnified the Indemnified Party against any and all claims against the Indemnified Party made by employees, workmen, contractors, sub-contractors, suppliers, agents, employed, engaged or otherwise working for the Indemnifying Party, in respect of wages, salaries, remuneration, compensation and the like.

19.11.6 All indemnity claims shall survive the termination or expiry of the Term.

The Bidder shall be liable for compliance of all applicable laws/rules/regulations while performing its obligations under the RFP/License Agreement and shall keep SAI indemnified in this regard.

The Bidder shall ensure that Media Rights are not exploited beyond the period for which the license is granted.

ANNEXURE A | OTHER RIGHTS

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| a) Replay | The right to transmit the Event on a replay, deferred and/or delayed basis in full or in part (including as edited, cut down repeats) by means of Television and Digital Transmission. |
| b) Clips and Highlights | The right to transmit coverage of the Event as Clips and Highlights by means of Television and Digital Transmission. |
| c) Interactive rights and gaming rights | <ul style="list-style-type: none"> • The right to transmit audio-visual coverage of the Event with interactivity functionality that provides an enhanced or specific viewing experience of the Event or any other form of enhancement developed from time to time which may be accessed by individual viewers on demand or request, during the Term, eg. voting, switching between match feeds, data overlay, participation in competitions/contests /promotions etc. • The right to provide services to viewers in the course of viewing a transmission of any Event to enable such viewers to (i) access on demand data and/or information regarding any Game or a series of Games or the teams or the players participating in the Event or (ii) place orders for and/or carry out any revenue generating activity during the transmission. • The right to create or operate or exploit any competition, quiz, contest or any game, including video games, electronic games and interactive media, based on the Event. |
| d) Fixed media rights | The right to transmit coverage on home video, DVD, laser disc, VCD and any other means of fixed electronic storage. |
| e) Theatrics and commercial premises rights | The right to transmit audio-visual or audio coverage of the Event via any means or platforms now known or hereinafter developed during the Term for exploitation at theatres or other public or private venues (including stadiums, parks, hospitals, governmental buildings or venues, etc) internal or external presentations, tradeshows and in any other commercial establishment or premises (including restaurants, cafes, shopping malls, bars, schools, sports and social clubs, leisure centres etc) military bases (namely camps, barracks and other similar accommodation used by overseas armed forces as their living quarters) via any other means of public exhibition. |
| f) Radio rights | The right of radio delivery meaning the transmission of audio-only coverage of the Event in analogue or digital form including by means of wireless telegraphy, including without limitation radio transmission in the FM and AM frequency bands, satellite radio, the world wide web and/or via the internet and/or via television diffusion (“ Radio Rights ”) including the right to create commentary for exhibition by way of the Radio Rights. |
| g) Still image promotional rights | The right to use still shots from the coverage or other images of the Event for the production of posters, flyers and other promotional material. |
| h) Archive Rights | The right to use the audio-visual coverage of any previous University/college / district / state / national level events / games organized by or on behalf of SAI before the Term (“ Archive Content ”), to market and promote the Event. |
| i) Data rights | The right to use data relating to the Event, and also the data of any previous University/college / district / state / national level events / games organized by or on behalf of SAI. |

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| j) Virtual reality rights | The right to transmit coverage of the Event in virtual reality format. |
| k) Scorecard | The right to transmit and display on a live or delayed basis the video scorecard and/or the audio scorecard in relation to each Game. |
| l) Editorial descriptions | The right to create and make available text commentary and other editorial descriptions of the Event (whether graphical or textual). |
| m) Mobile activation rights | The right to make available any form of text-based alert, competition, game, fantasy league, predictor game, application or other activation that uses the branding relating to the Event or otherwise is directly or indirectly associated with the Event and that is exploited via mobile technology or internet technology. |
| n) On-board rights | The right to transmit right to transmit coverage of the Event live and in full, or on a replay, deferred and/or delayed basis in full or in part (including as edited, cut down repeats) in trains and other forms of transport which offer transportation to and from destinations. |
| o) Non-game content rights | The right to access any behind the scenes coverage or to conduct interviews of players, their support staff and organisers. |
| p) Trademarks and logos | The right to use the KIUG Mark and logos in connection with the exercise of its rights. |
| q) Promotion | The right to promote and advertise its services and itself as the official media partner of SAI for the Event. |

ANNEXURE B | DETAILS OF IDENTIFIED GAMES TO BE PRODUCED AND BROADCAST

1. For First Edition and Second Edition under this contract, the production obligation is to produce 9 (seven) sports live across 2 (two) venues with a maximum requirement of 2 (two) production kits (“**Production Kits**”) for 10 (ten) days.
2. The Event will be normally conducted in one city. However, it will be ensured that live telecast events (seven sports, opening & closing) will not be held in more than two cities.
3. From Third Edition onwards, the baseline production obligation is to produce feed for 10 (ten) sports and from 3 (three) venues with a maximum requirement of 3 (three) Production Kits.
4. Identification of the Games to be broadcasted live, and the schedule for such Games shall be decided by mutual consultation. The Licensor shall have the final say in schedule of the Games whereas the Licensee shall have final say on broadcast matters.
5. It is also mandatory to provide Clips or Highlights coverage of the other Games which are not covered live; such Clips or Highlights are to be inserted into the live Feed suitably.
6. At all times, the Licensee is free to produce more than the baseline production requirement.
7. If, however, SAI requests for additional production involving more than the baseline production obligations or kits, then SAI shall pay the licensee a mutually agreed amount. In case there is no agreement, SAI is free to produce the additional venues/ events at its own cost and provide such produced feed to the Licensee. Such Feed shall be provided to the Licensee free of cost. Any feed produced by the SAI shall meet the minimum specifications as set out in Annexure E.
8. During the Term, the mandatory obligation is to Broadcast 7 (seven) hours per day (out of which minimum of 5 (five) hours will be live), on Television and Digital Platforms. It is hereby clarified that obligation to Broadcast a minimum of five hours per day of live content will only apply if at least five hours of live content is available on that day from the 7 (or 10, as the case may be) selected sports.
9. SAI commits that the production and Broadcast obligations shall not extend to more than 15 days in any Edition.

ANNEXURE C | SUPPORT TO BE PROVIDED BY SAI

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

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

ANNEXURE D | RESERVED RIGHTS

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|---|---|
| a) Clips and Highlights | The right to transmit non-live coverage of the Event Clips and Highlights on Khelo India Website of up to a maximum of [10 (ten)] minutes per day of the Event of that day, after transmission of the relevant segment of the Event by the Licensee, on a non-exclusive basis for exploitation on a non-commercial basis. |
| b) Archive content | The right to transmit Archive Content on Khelo India Website for exploitation on a non-commercial basis. |
| c) Appointment of Event Sponsors | The right to appoint Event Sponsors for all Editions of the KIUG. |

ANNEXURE E | PRODUCTION SPECIFICATIONS

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.

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

| | |
|--------------------------|---|
| Camera and Lenses | 8x Complete Camera Chain with Tripod; including wheels as may be necessary 2x 75X lenses, 1x 40X lens, 2x 22X lens, 2x 14J lens, 1x Fisheye Lens |
| Replay System | 2 XT3 EVS replay machines, networked and with all relevant licenses |
| Audio | Minimum 48 Channel digital audio mixer Effects Mics to pick ambience from playing field and audience stand Mics on Cameras Hand held mics with Event branding for interviews, Toss etc IFB for guest and presenter Commentary Unit with lip mics and all necessary accessories |
| Other Equipment | 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 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) GPS clock Recorders for archive x 2 |

| | |
|------------------------------------|--|
| Crew | Relevant crew with appropriate sports experience to man all positions |
| Commentators and Presenters | Relevant commentators and presenters with appropriate training on each specific sport |
| Look and Feel | To be in sync with on-ground look. Opening Titles, Bumpers and all Live Graphics templates must have an international look and feel |
| Embellishments | 1x Super Slow/ Ultra Motion Camera Intelligent Lights (only for indoor games) |
| Non-Live events | ENG kits as necessary |

ANNEXURE F | FORM OF UNDERTAKING

Date: _____

RFP No. _____

To

Sr. Director (KI)
Khelo India Secretariat,
Staircase No. 5,
JLN Stadium Complex,
Lodhi Road, New Delhi - 110003

I/WE *<insert name>*

of *<insert business address>*

hereby submit our Bid in response to the Request for Proposal (RFP) to acquire media rights for the 5 (five) editions of the 'Khelo India University Games' and undertake to provide services related to media rights as we will be reasonably required to perform in accordance with our Bid, the RFP requirements and the License Agreement to be signed by us.

I/We understand that SAI reserves the right to accept / reject any application and the selection is at the sole discretion of SAI.

Signature:

Name (in full):

Name of Organization:

Title:

Date:

ANNEXURE G | BID SECURING DECLARATION FORM

Date: _____

RFP No. _____

To

**Senior Director (KI)
Khelo India Secretariat,
Staircase No. 5,
JLN Stadium Complex,
Lodhi Road, New Delhi - 110003**

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions as below:

- a) withdraws/modifies/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or refuse to execute the contract, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder or upon

- (i) the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:(insert signature of person whose name and capacity are shown)

in the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)

Dated on _____ day of (insert date of signing)

Corporate Seal (where appropriate)