

104<sup>th</sup> Meeting of the Finance Committee

**Agenda Papers** 

Date/Time: 17<sup>th</sup> March, 2022 (Thursday) / 2.30 p.m. Venue : Conference Hall, First Floor, SAI Head Office East Gate N0.10, Jawaharlal Nehru Stadium Lodhi Road, New Delhi

# INDEX

Item No.	Particulars			
1	Confirmation of the Minutes of the 102 <sup>nd</sup> Meeting of the Finance Committee of Sports Authority of India (SAI) held on February 4, 2022	1		
2	Action Taken Report on the decisions taken in the 102 <sup>nd</sup> Meeting of the Finance Committee of SAI held on February 4, 2022	2-3		
3	Confirmation of the Minutes of the 103 <sup>rd</sup> Meeting of the Finance Committee of Sports Authority of India (SAI) held on February 16, 2022	4		
4	Action Taken Report on the decisions taken in the 103 <sup>rd</sup> Meeting of the Finance Committee of SAI held on February 16, 2022	5		
5	RFP for outsourcing Operations of Squash Courts at Major Dhyan Chand National Stadium (MDCNS) on revenue sharing basis	6-59		
6	Selection of Project Management Unit (PMU)	60-61		
7	RFP for Sponsorship KIYG, Haryana	62-102		
8	RFP regarding Sponsorship for KIUG, Bengaluru	103-131		
9	Appointment of Project Management Unit for providing development, maintenance and support services for IT Applications at SAI	132		
10	Establishment of Integrated High Performance Centre at SAI NCoE, Sonepat	133-167		
11	Construction of 300 Bedded Hostel at SAI NCoE Bhopal	168-169		

# 104<sup>th</sup> Meeting of Finance Committee of SAI (17.03.2022)

#### <u>Confirmation of the Minutes of the 102<sup>nd</sup> Meeting of the Finance Committee of Sports Authority of India</u> (SAI) held on February 4, 2022

The Minutes of the 102<sup>nd</sup> Meeting of Finance Committee of SAI were circulated vide Circular No. 6(28)/SAI/B&F/102<sup>nd</sup> FC/2021-22 dated 9<sup>th</sup> February, 2022.

Since no comments have been received, thereafter, Finance Committee may kindly confirm the minutes.

# Action Taken Report on the decisions taken in the 102<sup>nd</sup> Meeting of the Finance Committee of SAI <u>held on February 4, 2022</u>

Item No	Item	Decision	Action Taken
3	Procurement of Sports Science Equipment for NCOEs	The proposal was concurred. However, it was decided that SAI may undertake an exercise to prepare an annual capital equipment replacement plan and earmark funds for such replacement every year based on the plan.	Letter of Intent issued.
4	Selection of Project Management Unit (PMU)	The proposal was concurred. However, it was decided that since the cost estimate has been made on the basis of NICSI rates (LPP was also the then prevailing NICSI rates), the margin of NICSI, if part of the rates, may be excluded, and the budget may be fixed accordingly. The source and extent of funding will be decided based on decision taken in DPAC.	Tender Evaluation is completed. The proposal is being placed in 104 <sup>th</sup> Meeting of FC for concurrence.
5	Operation of Squash Courts at Major Dhyan Chand National Stadium (MDCNS)	The proposal was concurred. However, a detailed RFP may be submitted to Finance Committee at the earliest. It was decided that a differential tariff structure for use of facilities based on the age category should be decided. Further, appropriate concession to women sportspersons and other such users should also be considered to popularize the venue and for increasing inclusiveness.	Draft RFP prepared and is being placed in 104 <sup>th</sup> Meeting of FC for concurrence.
6	Policy for utilization of under/un-utilized infrastructure at SAI Centres	The proposal was concurred in principle. However, it was also directed that while submitting the proposal for approval to Governing Body, details of the draft policy, including facilities proposed for this purpose, may also be put up alongside.	As directed by FC, the draft policy is being prepared and will be submitted before Governing Body for approval.
7	Norms/Entitlements of athletes for expenditure under Competition Exposure Head	The proposal was concurred.	The approval of Chairman Governing Body has been obtained on file and the same has been notified. An agenda will be placed before the Governing Body for ratification in the ensuing Meeting.
8	Policy for international competition exposure for NCOE Athletes	The proposal was concurred. However, discipline-wise Annual Calendar may be drawn for the purpose.	The approval of Chairman Governing Body has been obtained on file and the same has been notified. An agenda will be placed before

Item No	Item	Decision	Action Taken
			the Governing Body for ratification in the ensuing Meeting.
9	RFP regarding Sponsorship for KIYG, Haryana	The proposal was concurred. However, there should be separate quotations for each category of sponsor. The agency may initially deposit 10% of the committed amount, but the whole amount may be deposited 30 days before the event. Thus, the agency while underwriting the risk, will have the opportunity to search for a sponsor after the bid is awarded. One of the privileges extended to the sponsors should be printing of their logos on Khelo India apparels. Further, members may give suggestions on the proposed modifications, by 8 <sup>th</sup> February, 2022.	Sponsorship Agency for Khelo India Youth Games was circulated for suggestions to FC members on the modifications suggested in the decision of FC by 8 <sup>th</sup> February 2022. The Comments of JS & FA and Ministry of Finance were received and accordingly it was placed

# <u>Confirmation of the Minutes of the 103<sup>rd</sup> Meeting of the Finance Committee of Sports Authority of India</u> (SAI) held on February 16, 2022

The Minutes of the 102<sup>nd</sup> Meeting of Finance Committee of SAI were circulated vide Circular No. 6(28)/SAI/B&F/103<sup>rd</sup> FC/2021-22 dated 17<sup>th</sup> February, 2022.

Since no comments have been received, thereafter, Finance Committee may kindly confirm the minutes.

# Action Taken Report on the decisions taken in the 103<sup>rd</sup> Meeting of the Finance Committee of SAI held on February 16, 2022

Item No	Item	Decision	Action Taken
1	RFP regarding Sponsorship for KIYG, Haryana		on 22.02.2022, subsequent to the queries of the bidders, replies were prepared in the form of clarifications and based on

#### <u>RFP for outsourcing Operations of Squash Courts at Major Dhyan Chand National Stadium (MDCNS)</u> <u>on revenue sharing basis</u>

The proposal for outsourcing Operations of Squash Courts at Major Dhyan Chand National Stadium (MDCNS) on revenue sharing basis was placed before the 102<sup>nd</sup> Finance Committee of SAI for concurrence. The 102<sup>nd</sup> Finance committee concurred the proposal and recommended that RFP for the same may be brought before the Finance Committee at the earliest.

An RFP for outsourcing the facility has been prepared on revenue sharing basis. The major key terms of the proposed RFP are as below:

- Sharing of revenue will be in a ratio of 60:40 after tax. 40% of the generated revenue from operations will be the share of the selected Service provider. SAI will be retaining 60% of the generated revenue/ Monthly fixed fee to be quoted by the bidder. In case 60% of generated revenue is less than the monthly fixed fee then the bidder has to pay the fixed fee.
- 50% of the trainees trained under this facility, will be offered a Special Fee of Rs. 5,000 or less. For rest 50% of trainee the service provider can charge as per their business model. The priority for getting the benefit of special rate will be decided by SAI.
- Evaluation Criteria: The bids from Service providers will be evaluated on the basis of both Quality of the offered Services (70%) and amount of minimum monthly fixed fee quoted by the service provider (30%). It will be similar to QCBS with highest scorer will be awarded the bid.
- The term of contract is proposed for three (3) years from date of signing of Service Agreement, which can be extended annually for a period of 2 years [maximum total period of association: 5 years]
- A **Performance Security** equivalent to three times the consolidated Monthly Fixed Fees is to be submitted by the bidder to ensure satisfactory performance as per terms of the RFP.
- The obligations of the service provider and responsibilities of SAI are also detailed in the RFP, which will become art of the contract agreement with the selected bidder

The detailed RFP vetted by Finance Division of SAI (Annexure 1) is being submitted for the Concurrence of FC.

Concurrence of FC is solicited for the RFP for outsourcing Operations of Squash Courts at Major Dhyan Chand National Stadium (MDCNS) on revenue sharing basis

#### <u>Agenda Item No.6</u>

#### Selection of Project Management Unit (PMU)

This proposal is for appointment of an umbrella Project Management Unit for providing specialized manpower for required domain expertise and support for overall policy formulation and implementation support. As concurred in the 102<sup>nd</sup> Finance Committee of SAI, an RFP was floated to appoint a firm on Fixed Budget Based Selection (FBS) basis at a total cost of Rs.6,66,93,600.00 for 03 years (02 years + extendable by one year).

The Tender was e-published on CPP Portal and SAI Website. SAI was in receipt of 03 bids, which were further evaluated as per Eligibility Criteria and Evaluation criteria, based on credential of the firm and quality of manpower proposed as mentioned in the RFP. As per proposed FBS methodology the project will be awarded to the agency who will achieve the highest marks in technical criteria. The recommendations of the Bid Evaluation Committee, the summary of Technical Score (Ts) obtained by each bidder and ranking of the bidders is summarized as below:

Sl. No.	Name of the Bidder (M/s.)	Evaluation Status	Technical Score (Ts)	Ranking
1	Ernst & Young LLP	Responsive	88	1
2	Grant Thornton Bharat LLP	Responsive	87	2
3	PricewaterhouseCoopers Pvt. Ltd	Responsive	71	3

Based on above, M/s. Ernst & Young LLP was recommended as the 'successful bidder'/'Best Bid' as they have been awarded the highest score (Ts) in the evaluation.

The total financial implication of the same for a period of 03 years (02 years + extendable by one year), based on NICSI finalized man month rates for Tier I Consultants are as below:

Type of Resource	Reference price as per experience	No. of resourc es	NICSI Monthly rates incl. of GST	Total Monthly Cost	Yearly Cost
Management Consultant Strategy & Planning Experts- 3 Nos.	NICSI rate for consultants of 0-3 years of experience	3	₹ 2,47,800.00	₹ 7,43,400.00	₹ 89,20,800.00
Management ConsultantNICSI rateSenior Strategy & PlanningforExperts- 2 Nos.consultantProcurement Expert - 1 No.of 3- 6yearICT Expert- 1 No.of experience		4	₹ 2,77,300.00	₹ 11,09,200.00	₹ 1,33,10,400.00
Yearly Cost incl. of GST Total Cost of 2 years incl. of GST Total Cost of 3 years incl. of GST (considering option for extension)					₹ 2,22,31,200.00 ₹ 4,44,62,400.00 ₹ 6,66,93,600.00

The above proposal was also concurred by finance Division of SAI. In view of the fact that the requirement in this project is dynamic in nature, SAI has reserved the right to vary the no. of resources deployed at a time subject to total financial implication based on actual requirement. (Subject to a maximum of 12 resources within the proposed total financial expenditure above). Further in addition, a maximum of 7 percent of the total annual cost will be spent on TA/DA, if needed for the consultants. The Consultants will be provided TA/DA equivalent to GP "A" officer with pay level-10. It is confirmed that the service charge for NICSI has not been taken into account while finalizing the financial implication.

The funding for the above expenditure is proposed from SAI Block Grant/Khelo India depending on approval from MYA&S. The proposal is being submitted for the concurrence of Finance Committee for appointment of M/s. Ernst & Young LLP as Project Management Unit as per the details indicated above.

Concurrence of FC is solicited for selection of M/s. Ernst & Young LLP as Project Management Unit (PMU) at a total financial implication of ₹ 6,66,93,600/- initially for a period 24 months further extendable by 12 months.

#### **RFP for Sponsorship KIYG, Haryana**

An agenda regarding Request for Proposal (RFP) for Sponsorship for Khelo India Youth Games (KIYG), Haryana was placed for concurrence of the Finance Committee.

2. The 102<sup>nd</sup> Finance Committee concurred with the proposal with the following observations which is required to be inserted in the RFP. The observations are reproduced below for ready reference: -

"The proposal was concurred. However, there should be separate quotations for each category and sponsor. The agency may initially deposit 10% of the committed amount, but the whole amount may be deposited 30 days before the event. Thus, the agency while underwriting the risk, will have the opportunity to search for a sponsor after the bid is awarded. One of the privileges extended to the sponsors should be printing of their logos on Khelo India apparels. Further members may give suggestion on the proposed modification, by  $8^{th}$  February, 2022."

The observations of JS&FA and MoF were received.

3. In the 103<sup>rd</sup> meeting of Finance Committee, the observation of JS&FA and comments by MoF were discussed. After due deliberations, FC concurred with the proposal. The final RFP annexed as **Annexure "A"** was floated on CPP Portal.

4. As per process, a pre bid meeting was held on 22.02.2022, where in the bidders raised some queries. Subsequent to the queries, replies were prepared in the form of clarifications and based on the clarifications, a corrigendum was also prepared. Both Clarifications and Corrigendum were circulated to members on 25<sup>th</sup> February, 2022 for their comments with a last date as 1<sup>st</sup> March, 2022 comments. The Comments were received only from Secy. SAI and are incorporated in the Corrigendum annexed as **Annexure "B"**. The same were accordingly, placed on CPP in view of the less time left for the Games. The last date was also extended upto 30th March 2022. Revised RFP along with corrigendum is placed before Finance Commission for further advice if any.

The proposal is placed before FC for further advice if any.

#### **RFP regarding Sponsorship for KIUG, Bengaluru**

Khelo India scheme aims to make events such as Khelo India Youth Games and Khelo India University Games a self-sustaining model of excellence. The 2nd edition of KIUG is scheduled from 24th April 2022 to 3rd May 2022 in Bengaluru.

Accordingly, RFP was floated for Hiring of Sponsorship Agencies for Khelo India University Games, which was prepared on the same lines of RFP for Khelo India Youth Games. In view of the less time left for the Games and a minimum of 30 days are need to complete the process, the RFP was floated on 28.02.2022. Further, the apparel manufacture also need minimum 21 days to print the logo of sponsors on the kits and therefore, the sponsors have to be identified on or before 31st March for smooth conduct of the Games.

The RFP is placed at Annexure – A along with clarification provided after pre bid meeting.

Concurrence of FC is solicited for RFP issued for Hiring of Sponsorship Agency for Khelo India University Games.

#### <u>Appointment of Project Management Unit for providing development, maintenance and support services</u> <u>for IT Applications at SAI</u>

Sports Authority of India has initiated a number of Projects towards e-Governance and digitization in Sports in order to leverage the power of ICT and enable organization of information which is accessible for all the stakeholders. A number of IT projects have been initiated in this regard, which include National Sports Repository System, Khelo India Mobile Application, ACTC Portal, DBT Portal, Khelo India Dashboard, Sports Authority of India Website, Khelo India Fitness Application, FIT India Mobile Application and Website/Portal etc.

Accordingly, a PMU was hired for development and maintenance for two years which ended in March 2022. However, there is continuous need for hiring resources that will be able to cater to the changing requirements and developments of various IT applications along with maintenance of the various assets. Accordingly, an open Tender to engage Software Solutions Provider Agency is proposed to be floated on CPP Portal for hiring a PMU for the period of three years in view of the fact that such arrangement needs to be long term so that the knowledge sharing is undertaken without a break. The estimated expenditure for three years is as given in the table below. The estimated expenditure has been calculated as per Last Purchase Price (LPP) of the PMU hired for the development of NSRS and other IT applications.

S. No.	Designation/ Position	Number of	Estimate Remuneratio	Period of Enga-	Estimated Cost	GST (@18%)	Total Estimated
110.		Resource	n (as per LPP	gement			Cost for
		s	rates) (in Rs.)	(in			three years
			()	Months)			(in Rs.)
		А	В	C	D=AXBXC	Е	F=D+E
1	Program	1	1,74,960	36	62,98,560	11,33,741	74,32,301
	Manager						
2	Technical	11	87,480	36	3,46,42,080	62,35,574	4,08,77,654
	Lead / Project						
	Manager						
3	Senior	2	55,987	36	40,31,078	7,25,594	47,56,672
	Software						
	Developer						
4	UI/UX	2	46,656	36	33,59,232	6,04,662	39,63,894
	Developer						
5	Quality	2	40,824	36	29,39,328	5,29,079	34,68,407
	Assurance						
	Testing						
6	Technical	6	87,480	8	41,99,040	7,55,827	49,54,867
	Lead / Project						
	Manager						
TOTAL		24			5,54,69,318	99,84,477	6,54,53,795

The Adequate funds are available under internal revenue.

Concurrence of FC is solicited for the approval for setting up of PMU at a total estimated cost of Rs. 6,54,53,795/- (Rupees Six Crore Fifty-Four Lakh Fifty-Three Thousand Seven Hundred Ninety-Five Only) for a period of three years.

#### <u>Agenda Item No. 10</u>

#### Establishment of Integrated High Performance Centre at SAI NCoE, Sonepat

The Scheme for NCoE was started with an objective to achieve excellence in sports by providing stateof-the-art training facilities to the athletes. At present, there are 21 NCoEs functioning wherein more than 3000 athletes get trained in 24 disciplines.

SAI NCOEs are in the path of immediate expansion targeting strength of 1000 to 1500 trainees per centre in the next five years and accordingly infrastructure (Residential & Sports) are being created. Sports Science is one of the important pillars of NCoEs. Already substantial support in terms of human resource and equipment has been under taken for athletes at these Sports Science Centres. There is a requirement of infrastructure support in Sports science to supplement this proposed increase in NCoEs strength and to ensure optimum utilization of the equipment and manpower.

Non-availability of a dedicated Sports Science centre having all facilities under one roof is a major impediment for efficient utilization of the resources in SAI NCoEs. Presently Sports Science facilities are functioning in segregated, inadequate and make shift places. Therefore, it is proposed to create state-of-the-art integrated high performance centre including sports science, rehab and recovery facilities at various SAI Centres. Further, it is proposed to undertake a project at Sonepat in the first stage.

Accordingly, an integrated design is prepared with the following facilities:

- 1. Ground Floor :- Indoor Recovery Pool & Sports Sport Science Centre's Wet facilities
- 2. First Floor :- Strength & Conditioning Hall
- 3. Second Floor :- Sports Science Center
- 4. Third Floor :- Indoor Games & Field of Play

The proposed Integrated Sports Science centre will be having a Built-Up Area of 9000 Sq.M approx and is a G+3 structure. The preliminary estimate for this project has been prepared by CPWD based on Plinth Area rate 2021 for an estimated amount of Rs. **72.09 Cr.** The break-Up of cost is given at **Annexure-I**. The DPR is attached at **Annexure –II**. The Cost provided may vary based on cost index and time to tender. Adequate funds are available under SAI Capital/IR.

The proposal for Establishment of Integrated High Performance Centre at SAI NCOE Sonepat is submitted for concurrence of Finance Committee of SAI for a Cost of Rs. 72.09 Cr.

#### GENERAL ABSTRACT

Name of Work:- Construction of Integrated High Performance Centre at SAI NCOE Sonepat.

S.No.	Description	Amount	Remarks
1	Civil Work	466749995.00	Annexure- 'A' (Civil Work)
2	Electrical Work	161506076.00	Annexure- 'B'(Elect. Work)
	Total	628256071.00	(X)
	Add EPF & ESIC @ 4.25% on (X)	26700883.00	
	Add 3% Contingencies on (X)	18847682.00	
	Add anticipated cost index @3% for increase in cost from submission of PE to completion of preconstruction activities( asper order no DG office order no. 68/SE(TAS)/Cost Index/2020/483-H dated16.12.2020) on X	18847682.00	
	Add anticipated cost index @3% per annum for increase in cost during completion of work for 18Month(1.5x3=4.5%) (As per No. 68/SE(TAS)/Cost Index/2020/483-H dated 16.12.2020. on X	28271523.00	
	Total	720923841.00	
	Say	720923800.00	

#### <u>Agenda Item No. 11</u>

#### **Construction of 300 Bedded Hostel at SAI NCOE Bhopal**

The Project of construction of 350-400 bedded Hostel at Bhopal was approved in the 76th Executive committee meeting of NSDF for a cost of Rs 25.00 Cr and SAI was asked to prepare DPR for the same in the 80th Executive Committee Meeting. The work was awarded to M/s NPCC for preparation of DPR and Detailed Estimate. NPCC has submitted the estimate for 300 bedded hostel worth Rs. 27.74 Cr. based on the requirements of the centre. The same was forwarded to NSDF for consideration for approval of change in scope and cost. NSDF in its 84<sup>th</sup> Executive Committee meeting has approved the proposal for Rs. 27.74 Cr

The proposal was kept in 97th Finance Committee of SAI for concurrence and the FC has concurred the proposal. After getting approval from Hon'ble Chairman GB on file the proposal was ratified in 55<sup>th</sup> Governing body Meeting. However in the 55<sup>th</sup> Governing Body meeting it was decided that all infrastructure works should preferably be carried out through CPWD. Hence the work was awarded to CPWD and CPWD has submitted the estimate of Rs 30.64 Cr. The detailed break up of cost is placed at **Annexure I**. The cost over and above the approved amount may be booked from SAI Capital/Internal Resources of SAI.

Concurrence of Finance Committee is solicited for construction of 300 Bedded Hostel at SAI NCOE Bhopal, for an estimated cost of Rs. 30.64 Cr is submitted for concurrence of Finance Committee.

#### CONSTRUCTION OF 300 BEDDED GIRLS HOSTEL AT SAI CRC BHOPAL, M.P.

	BUILT UP AREA = 7754.00 SQM	
1	CIVIL CONSTRUCTION COST	172302058
2	PUMP ROOM AND UG SUMP	1000000
3	FIRE FIGHTING	5040100
4	WATER TANK	1000000
5	SERVICES CIVIL	23256767
6	SERVICES ELECTRICAL	33682214
7	LIFTS INCLUCDING MAINTENANCE	4150000
8	DEVELOPMENT OF SITE CIVIL INCLUDING HORTICULTURE	10218492
9	SPECIALIZED E&M WORKS	11354080
10	HVAC WORKS	29480000
	SUB TOTAL	291483711
	DEDUCT COST INDEX @ 2% EXCEPT NON SCHEDULE ITMS	5782557
	Total amount	285701154
	Add ESIC@ 1.125%	8928161
	Add EPF@ 3.125%	3214138
	Add 3% Contingencies	8571035
	GRAND TOTAL	306414488
	SAY (Rs.)	306414500



**Finance** Division SAI Head Office J N Stadium Complex (East Gate) Lodi Road New Delhi 110 003

# F. No. 6(28)/SAI/B&F/104th FC/2021-22

Date: 14th March, 2022

#### 104th Meeting of Finance Committee of SAI Sub:

Kindly refer to this office communication of even number dated 14th March, 2022 regarding 104th Meeting of Finance Committee of Sports Authority of India scheduled to be held on 17th March, 2022 (Thursday) at 2.30 p.m. under the Chairmanship of Secretary (Sports), Ministry of Youth Affairs & Sports in Conference Hall, First Floor, SAI Head Office, East Gate No.10, Jawaharlal Nehru Stadium, Lodhi Road, New Delhi.

The Agenda papers for the said meeting are enclosed.

You are requested to kindly make it convenient to attend the meeting.

(Shiv Sharma) Executive Director (Finance) & Member Secretary, Finance Committee

To,

- 1 Shri Sanjay Prasad, Additional Secretary (Expenditure), Ministry of Finance, North Block, New
- 2 Shri Sandip Pradhan, Director General, SAI
- 3 Shri Manoj Sethi, Joint Secretary & Financial Advisor, MYAS
- 4 Shri L S Singh, Joint Secretary (Sports), MYAS, Shastri Bhawan, New Delhi
- 5 Shri Rohit Bhardwaj, Secretary, SAI 6
- Col Raj Singh Bishnoi (Retd.), Sr. Executive Director (Academics), NSNIS, Patiala

# Copy to: PPS to Secretary (Sports), Shastri Bhawan, New Delhi



# SPORTS AUTHORITY OF INDIA Major Dhyan Chand National Stadium (MDCNS) India Gate, New Delhi, Delhi 110001 Telephone: +91–11 – 21420698

# REQUEST FOR PROPOSAL(RFP)

for

# ENGAGEMENT OFA SERVICE PROVIDER FOR OPERATING SQUASH COURTS AT MAJOR DHYAN CHAND NATIONAL STADIUM (MDCNS)

# RFP Ref: xxxxx

Date of Publication: xxxxxx

Sports Authority of India (SAI)

Gate No 10, JN Stadium New Delhi 110003

DIS	DISCLAIMER							
A.	NOT	NOTICE INVITING TENDER						
B.	BID SCHEDULE & DATA SHEET6							
Sec	Section I: Instruction to Applicants7							
	1.	General Instruction7						
	2.	Language of Bid8						
	3.	Documents to be submitted8						
	4.	RFP process						
	5.	BID validity9						
	6.	BID prices9						
	7.	Declaration of Successful Applicant10						
	8.	Earnest Money Deposit10						
	9.	Applicants queries and responses thereto10						
	10.	Submission of bids12						
	11.	Scrutiny of Bids14						
Sec	tion II:	General Introduction						
	12.	Project Background16						
	13.	Brief description of the selection process16						
	14.	Communications17						
Sec	tion III	: Terms of Reference (TOR)17						
	15.	Scope of Services17						
	16.	Revenue Sharing Model & Monthly Fee18						
	17.	Obligations of the Service Provider20						
	18.	Obligations of SAI21						
	19.	Other miscellaneous work21						
	20.	Timeline and Deliverables22						
	21.	Other Terms and Conditions of the Bid						
	22.	Governing Law and Jurisdiction:23						
	23.	Penalty24						
Sec	tion IV	26 2: Qualification and Selection Criteria						
	24.	Eligibility Criteria for the Bidder26						
	25.	Combined Bid Evaluation28						
	26.	Selection of the Service Provider / Agency						
	27.	Declaration of Successful Applicant						

28.	Security Deposit					
29.	Signing of contract					
Section V:	General Terms and Conditions of Contract	32				
30.	General Provision					
31.	Handover					
32.	Representations and Warranties					
33.	Indemnifications and Liabilities					
34.	Termination					
35.	Force Majeure					
36.	Dispute Settlement Mechanism					
37.	Applicable Law					
38.	Reserved Rights					
39.	Corrupt or Fraudulent Practices					
40.	Confidentiality					
41.	Taxes and duties					
Anne	exure I: Instructions for online bid submission	41				
Appendix		44				
Form 1: 1	Letter of Proposal	44				
Form 2: P	Particulars of the Applicant	46				
Form 3: 1	Cechnical Eligibility & Qualification Form	47				
Form 4: F	Form 4: Financial Proposal					
	Form 5: Bid Securing Declaration Form					
	Bank Guarantee Form for Security Deposit					

#### DISCLAIMER

1. The information contained in this Request for Proposal Document (hereinafter known as 'RFP Document') or subsequently provided to Applicants in documentary form by or on behalf of Sports Authority of India (SAI) or any of their representatives, employees or advisors (collectively referred to as 'Representative'), is provided to Applicant(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP document to Engage Service Provider/Agencyfor Operating Squash Courts at Major Dhyan Chand National Stadium (hereinafter referred to as the 'Project') contains brief information about the scope of work and qualification process for the selection of Applicant. The purpose of the RFP Document is to provide the Applicants (hereinafter referred to as 'Applicant/s') with information to assist the formulation of their proposals (hereinafter referred to as the 'Proposal/s').

- 2. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal ('Bid'). The purpose of this RFP Document is to provide the Applicant with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Applicant may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. The assumptions, assessments, information and statements contained in this RFP Document may not be accurate, adequate and complete and each Applicant should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, may obtain independent advice from appropriate sources.
- 3. The Representatives make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise, including the accuracy, reliability or completeness of the RFP Document and any assessment, assumption or information contained therein or deemed to form part of this RFP Document or arising in any way with qualification of Applicants for participation in the Selection Process.
- 4. The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
- 5. This RFP is non-transferable
- 6. The issue of this RFP does not imply that the Representatives is bound to select the Applicant to enter into any contract and the Representatives reserves the right to

reject all or any of the Applicants or Applications, at any stage of the Application Process, without assigning any reason whatsoever.

- 7. Each Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to analysis, preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain the responsibility of the Application and the Authority shall not be liable in any manner whatsoever for the same and/or for any other costs or other expenses incurred by an applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Selection Process.
- 8. This RFP supersedes and replaces any previous public documentation & communications, and Applicants should place no reliance on such communications. The Applicant shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP.

#### A. NOTICE INVITING TENDER

Sports Authority of India, (hereafter referred as 'SAI') an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids to Engage Service Provider for Operating Squash Courts at Major Dhyan Chand National Stadium (MDCNS) (hereinafter referred to as the 'Project') contains brief information about the scope of work and qualification process for the selection of Applicant. The purpose of the RFP Document is to provide the Applicants (hereinafter referred to as 'Applicant/s') with information to assist the formulation of their proposals (hereinafter referred to as the 'Proposal/s'). The detailed scope of work and deliverables are mentioned at Clause 15, Terms of Reference for Consultancy Services (TOR), of this RFP.

Name of the DID	DED to an end of Commission Description for
Name of the BID	RFP to engage a Service Provider for
	Operating Squash Courts at Major Dhyan
	Chand National Stadium, New Delhi
Date of Publication	Xxxx
Bid document download start Date	Xxxx
Last date and time of submission	xxxx at 06 PM
of queries for Pre-Bid Conference	to es-sai@gov.in
Virtual Pre-Bid conference	xxx at 11:30 AM
	Video conferencing link:
	XXXXXX
	Meeting ID: xxxxx
	Passcode: xxxxx
EMD	Rs. 1,20,000/-
Bid submission end date and time	xxxxat 01 PM
Bid Validity Period	180 days
Mode of Submission	Online (CPP Portal)
Opening of Technical Bid date and	Xxxxxat 02:00 PM
time	
Opening of Financial Bids	Shall be notified later
Method of selection	QCBS
Bid Variable	Monthly Fee
Security Deposit	Equivalent to three (3) Months
	consolidated Monthly Fee
Time period of Contract	3 year Extendable by 2 Years
E-mail for all correspondence	es-sai@gov.in

#### **B. BID SCHEDULE & DATA SHEET**

# **Section I: Instruction to Applicants**

# **1. General Instruction**

- 1.1. The Applicants download this RFP from website: can the http://sportsauthorityofindia.nic.in& CPP Portal website: http://eprocure.gov.in/eprocure/app. Subsequently, the bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as specified in this RFP.
- 1.2. No Applicant or its Associate shall submit more than one Proposal, in response to this RFP. Applicant applying individually or as an Associate shall not be entitled to submit another Proposal
- 1.3. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- 1.3.1. **'Purchaser'** means the organisation purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).
- 1.3.2. '**Bid'** (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offertooffer services in accordance with the terms and conditions set out in this RFP.
- 1.3.3. 'Agency', 'Firm', 'Company', 'Applicant', 'Consultant', and 'Service **Provider**' means any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.
- 1.3.4. **'Services'** means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- 1.3.5. **'Terms of Reference (TOR)'** means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
- 1.3.6. **'Notification of Award'** or **'NOA'** means the letter issued by SAI to the Successful Applicant to undertake and execute the project in conformity to the terms and conditions set forth in the RFP and any subsequent amendments thereof.
- 1.3.7. **'Contract'** means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexures etc., therein.
- 1.3.8. **'LoA'** means the Letter of Acceptance issued by Sports Authority of India for the purpose as mentioned in this document.

- 1.3.9. **'Party'** means the Client or the Applicant, as the case may be, and **'Parties'** means both of them.
- 1.3.10. **'RFP'** means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.
- 1.3.11. **'Performance Security/Security Deposit'** means monetary or financial guarantee to be furnished by the successful Applicant for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.
- 1.4. The Applicants participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal as mentioned in Annexure I. This section also mentions the guidelines for submission of bids.

# 2. Language of Bid

2.1. The Bid submitted by the Applicant and all subsequent correspondence(s) and documents relating to the Bid exchanged between the Applicant and SAI, shall be written in the English language. However, the language of any printed literature furnished by the Applicant in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

### **3. Documents to be submitted**

3.1. All the documents are to be mandatorily uploaded online as per the instruction for online bid submission detailed in this RFP document.

### 4. **RFP** process

- 4.1. RFP issued by SAI constitutes a request for Bids from eligible Applicants (as determined in accordance with the eligibility criteria as per Clause 24)to be Service Provider (after evaluation of eligible Applicants), subject to the terms of this RFP, Tender Documents and the Service Agreement.
- 4.2. This RFP is no more than a Request for Proposal and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Applicant or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by SAI of the Applicant's Bid and the execution of the Service Agreement by both SAI and the Applicant/Service Provider(s).
- 4.3. This RFP is only illustrative in nature and all narrations are intended to be used by the Applicant as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or add, amend, review the

requirements or information contained in this RFP at any time prior to the submission of the Bid.

- 4.4. Upon selection of an Applicant by SAI, the Service Provider shall enter into a detailed contract/agreement ('Service Agreement') incorporating the provisions of this RFP and the successful Bid.
- 4.5. The term of association shall be for two (2) years from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later. SAI reserves the right to renew/extend the contractannually for a maximum total period of five years.

# 5. **BID** validity

- 5.1. The Bid shall remain valid for acceptance for a period of 180 days (One hundred eighty days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, unless the Applicant withdraws the Bid in writing, it will be deemed to be valid until such time that the Applicant formally (in writing) withdraws the same.
- 5.2. In exceptional cases, the Applicants may be requested by SAI to extend the validity of their Bids up to a specified period. The Applicants, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
- 5.3. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to thenext working day.

# 6. **BID** prices

- 6.1. The Applicant providing services shall quote only in Indian Rupees.
- 6.2. The Applicant shall indicate in the Price Schedule provided on CPP Portal all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required.
- 6.3. If any Firm/ Agency/ Applicant/ Service Providerquote NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 6.4. The prices quoted by the Applicant shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account until unless variations are mentioned as part of the contract.
- 6.5. The bidder should quote for all the parameters mentioned in the price bid. Noncompliance of the same will lead to disqualification.

# 7. Declaration of Successful Applicant

- 7.1. Prior to the expiration of the validity period for the Bid, SAI notify the successful Applicant in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Applicant, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Applicant and SAI shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Applicant and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.
- 7.2. Upon the successful signing of the Service Agreement by the Applicant and SAI, and the Service Provider furnishing the Security Deposit, SAI will promptly notify the name of the winning Applicant(s) to each unsuccessful Applicant(s) and refund their respective Earnest Money Deposits.
- 7.3. Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.
- 7.4. Failure of the Successful Applicant to comply with the requirement of acknowledgementof LoAshall constitute sufficient grounds for the annulment of the LoA. In such an event, SAI reserves the right to:
  - i. Initiate for retendering process
  - ii. Take any such measure as may be deemed fit in the sole discretion of SAI, including annulment of the bidding process.

# 8. Earnest Money Deposit

- 8.1. The bidder shall furnish Bid Security for an amount as shown in the Clause 'B' of the RFP. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.
- 8.2. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- 8.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- 8.4. The Bid Security shall be furnished in one of the following forms:
  - Account Payee Demand Draft
  - Fixed Deposit Receipt

- Banker's cheque / Pay Order
- Bank Guarantee from any of the commercial banks (as per the format at Section IV-D),
- NEFT transfer to "Secretary SAI, Union Bank of India Account No: 108510011000101, IFSC No. UBIN0810851.
- (Bidder has to upload challan/proof along with Bid in CPPP Portal)
- Valid Insurance Surety Bonds
- 8.5. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "Secretary, Sports Authority of India", payable at New Delhi. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Annexure XII (A) of the Bid Document.
- 8.6. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 225 days from the date of opening of the Technical Bid.
- 8.7. Earnest Money is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 8.8. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

### 9. Applicants queries and responses thereto

9.1. All enquiries from the Applicants relating to this RFP must be submitted exclusively to the contact person on the email id es-sai@gov.in. The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format:

To, Sports Authority of India					
APPLICANT'S REQUEST FOR CLARIFICATION					
Name of Organization submitting request	-	the organization			

RFP to engage a Service Provider for operating Squash Courts at Maj. Dhyan Chand National Stadium

S1.	Bidding Document	Content	of	RFP	Points	of	Clarification
No.		requiring			require	d.	
	(Clause	clarificati	on				
	number/page)						
1							
2							

- 9.2. Applicant requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with SAI in writing. SAI will respond in writing to such request(s) in pre-bid conference as per the bid schedule. All enquiries should be sent to SAI through email only. SAI shall not be responsible for ensuring that Applicant's enquiries have been received by them. SAI will Endeavour to provide a complete, accurate, and timely response to all questions to all Applicants. 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 Applicants. All responses given by SAI will be distributed/mailed to all the Applicants or posted on the online portal/website. Applicant should regularly visit the portal for any updates/corrigendum.
- 9.3. SAI will host a Pre-Bid Conference (virtual), scheduled as per the details in the Bid Schedule. The Applicant or its authorized representatives may attend the prebid conference at their own cost. The purpose of the conference is to provide Applicants with information regarding the RFP and discuss Applicant's queries, together with proposed solutions. SAI shall provide each Applicant with an opportunity to seek clarifications regarding any aspect of the RFP during the prebid conference. The link shall be provided to the Applicants one hour prior to the scheduled meet.
- 9.4. Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to the entireApplicants' written queries, together with any other revised documents (if required).
- 9.5. Amendments to Bidding Documents:
  - i. At any point of time, prior to the deadline for submission of Bids, SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective Applicants are advised to check the same before submission of bids.
  - ii. Such amendment will be uploaded on SAI website: an sportsauthorityofindia.nic.in, and CPP portal of Government of Indiawww.eprocure.gov.in. Applicants are, therefore, advised to refer to SAI website and CPP portal before submitting bids.

### **10.** Submission of bids

10.1. Bids to be submitted online as per instructions of the RFP.

- 10.2. SAI will open (on-line) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- 10.3. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working day which will be the day when office opens for normal functioning.
- 10.4. Authorized representatives of the Applicants, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Applicants acknowledgement letter of bid submission at CPPP website: http://eprocure.gov.in/eprocure/app.
- 10.5. The Technical Bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- 10.6. Financial bids of the Technically Qualified Applicants shall be opened online at the date, time and as intimated lateron CPPP e-procurement website https://eprocure.gov.in/eprocure/app.
- 10.7. Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause Bof the RFP shall not be considered.
- 10.8. The Applicants are required to upload the documents as per Documents to be submitted in Clause no. 3 and as mentioned in this RFP document.
- 10.9. Applicants shall submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted.
- 10.10. The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 10.11. Applicants must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 10.12. All terms and conditions in the bid document shall stand frozen on the date of opening of the bid.
- 10.13. The proof of work orders for claim of relevant experience should be dated on or after the date of registration of the firm/company/LLP etc.

# 11. Scrutiny of Bids

The Purchaser/SAI will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order. Purchaser will determine the responsiveness of each Proposal.Each page of the bid document submitted by Applicant shall be signed sealed by the Applicant or its authorized signatory.

11.1. 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

- i. Incomplete bids that do not quote for the complete scope of work as indicated in the Bid-related documents, corrigendum or addendum (if any) and any subsequent information given to the Applicant.
- ii. Information that is found to be incorrect/misleading at any stage during the tendering process.
- iii. Incomplete Bids.
- iv. Inclusion of Financial/Price Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and
- v. Non-fulfilment of the eligibility criteria or Technical Qualification score in evaluation criteria set out in this RFP, by the Applicant.
- vi. Any Bid that does not comply with the conditions lay down by SAI.
- vii. Any other reasons deemed fit by SAI.

#### 11.2. Rejection of Financial/Price Bids

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

- i. Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, Corrigendum or addendum (if any) and any subsequent information given to the Applicant.
- ii. Financial/Price Bids made through E-mail/by post.
- iii. Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of Bid.
- iv. Bids which do not conform to SAI bid format.
- v. Bids in respect to which the Applicant does not accept SAI rectification of clerical/arithmetic discrepancies in the financial/price bid, if any. Any Financial/Price Bid that does not comply with the conditions lay down by SAI.
- vi. If any firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

#### 11.3. Other Reasons for Rejection of Bid

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

- i. Bids in which the Applicant seeks to influence the SAI bid evaluation, bid comparison or contract award decisions.
- ii. 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 Financial/Price bid.

#### 11.4. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser may reject or may convey its observation on such 'minor' issues to the Applicant by registered / speed post etc. asking the Applicant to respond by a specified date. If the Applicant does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

- 11.5. Discrepancies in Prices
  - i. Applicants are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the submission of the Bid.
  - ii. If, in the price structure quoted by Applicant, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the Applicant has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
  - iii. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
  - iv. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
  - v. If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the Applicant by registered/speed post. If the Applicant does not agree to the observation of the purchaser, the tender is liable to be ignored.
  - vi. 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.

# SectionII:GeneralIntroduction

# 12. Project Background

- 12.1. The Sports Authority of India, New Delhi has been entrusted by the Ministry of Youth Affairs & Sports, with the assignment forengaging Service Provider for Operating Squash Courts at Major Dhyan Chand National Stadium (MDCNS).
- 12.2. Sports Authority of India (hereinafter referred to as 'SAI') is the nodal agency responsible for development and administration of Major Dhyan Chand National Stadium (hereinafter referred to as 'MDCNS').
- 12.3. In pursuance of the above, the SAI is inviting bids through online bidding process from Service providershaving sufficient experience and credentials to associate with SAI and to operate the Squash Courts at MDCNS. Through this RFP, SAI expects very high standards of output from the appointed Service Providerin terms of quality and adherence to the agreed time schedule.
- 12.4. The Squash Courts (06 Nos.) arespread over an area of 750 sqm and have the following facilities:
  - (a) Six squash courts.
  - (b) Centrally air-conditioned Squash court hall, Environment friendly, user friendly, suitable for differently able and designed for all time weather
  - (c) Appropriate lighting infrastructure
  - (d) Spectator capacity of 85-100
  - (e) Changing rooms for athletes
  - (f) Dedicated rooms for match officials
  - (g) Provision for live telecast and separate pits for photography &videography.
- 12.5. With the above background, the SAI intends to select a Service Provider to operate the SquashCourtsCentreofMDCNS.
- 12.6. The infrastructure allotted by SAI will be utilized for the purpose of coaching/ recreational practice of squash and no other activity would be permitted therein.
- 12.7. Pertaining to this, the Scope of Services as given below in this document includes the details of the activities to be conducted by the selected Applicant. Hence SAI is inviting Technical & Financial Proposalsfrom interested Applicants.

# **13.** Brief description of the selection process

- 13.1. SAI invites Technical Proposals and Financial Proposal/Bids/Quote from Applicants to perform the duties and functions set forth in this Bid.
- 13.2. SAI intends to select the Applicant through an open bidding process in accordance with the procedure set out herein.

13.3. The Financial Bid/Proposals of only Technically Eligible Applicants shall be opened.

# **14.** Communications

All communications should be addressed to: Dy. Director, Equipment Support Division Room No.115, Sports Authority of India (Head office), Jawaharlal Nehru Stadium, Gate no. 10 Lodhi Road, Delhi, India, New Delhi-110003 Email: es-sai@gov.in

# Section III: Terms of Reference (TOR)

### **15.** Scope of Services

- 15.1. The MDCNS has a world class facility for the development and growth of Squash as a discipline in Delhi. The sports facility has six (6) numbers of Single squash courts.
- 15.2. Proposals are invited to impart coaching for Squash at the MDCNS Squash Facilitybyexperienced Service Provider. The details about the Squash facility are as given below:

Sr. No.	Discipline	Facility/ Area
(1)	Squash	Six (6) Singles Squash Courts

- 15.3. Sharing of revenue will be in a ratio of 60:40 after tax deduction, i.e. 40% of the collection would be paid to the selected Service Provider while 60% will be for the Authority after deduction of taxes.
- 15.4. The Squash Courts shall be made available to Service Provider from Tuesday to Sunday each week from 7:00 AM to 9:00 PM for coaching activities. The facility will remain closed on Mondays. SAI shall also reserve one squash court during morning from 07:00 AM to 10:00 AM& evening time from 06:00 PM to 09:00 PM on each operating day for the duration of the Contract for its own purposes.
- 15.5. SAI may require the Squash Courts, during the tenure of the agreement, for organizing an event or for any other purposes and selected Service Provider shall provide the same upon request of SAI even on a notice of few days. Based on SAI's usage period during that Month, SAI shall not charge any Monthly Fee / Revenue Share from the Service Provider
- 15.6. The broad scope of tasks shall include but not limited to:
  - i. The service provider shall be responsible for providing courts for recreational practice of squash on daily membership basis and coaching facilities pertaining to squash only.

(\*The mechanism of operating the recreational practice of squashservice shall be finalised by the service provider in consultation with SAI.)

- ii. The Service Provider shall ensure providing courts for recreational practice of squashand coaching facilities pertaining to Squash only.
- iii. It shall be mandatory for the Applicant to maintain ethical code, professional conduct and impart the same in the users by training and teamwork.
- iv. The Applicant shall maintain an attendance log. The Applicant must follow the timetable approved by SAI, at all times.
- v. No markings in the grounds/courts with any kind of powder/tape/other material would be permitted. The agency shall not cause or permit to be caused any damage to the said premises. Under no circumstances, the agency shall make any alteration to the said premises without the prior written permission of SAI.
- vi. The Applicant shall compensate SAI for any damage or loss (during the allotted time of coaching) if foundin such properties. The compensation will be according to the replacement value as decided by same. In any case if he fails to pay the amount, the same will be recovered from his Security Deposit/Bank Guarantee.
- vii. Responsibilities of the Service Provideror its Coaches/ Employees:
  - a. To be present at the assigned FOP at all times.
  - b. To make sure that essential equipment, are in place at the facility. Make sure there are no obstacles or hazards at the assigned FOP.
  - c. To establish policies governing each action of users before, during and after each coaching session.
  - d. To ensure that users understand the use of training equipment. Make them aware of the potential accidents that may occur from use of equipment.
  - e. To have basic safety and rescue trainings and assist in an event of any emergency and a first aid box should be located at close proximity of the activity area where it is accessible to all.
- 15.7. It is to be noted that SAI shall be responsible for basic cleaning and maintaining of the assigned facility. SAI shall clean the assigned premises regularly/all time in order to impart coaching in perfect hygienic condition.
- 15.8. The agency should maintain detailed profiles (CVs) of all coaches& assignedhead/assistant coach(es)along with passport size photographs, identity proof, phone numbers, cell phone numbers and residential address along with PAN Card and Aadhar Card. Performance certificates of coaches/agencies from institutions where they are presently imparting coaching or had imparted coaching in the past should be submitted.
- 15.9. The assigned coach shall be responsible for imparting and supervising coaching of players/trainees on regular basis. The assigned coach cannot be changed without the approval of SAI.

# 16. Revenue Sharing Model&Monthly Fee

- 16.1. Sharing of revenue will be in a ratio of 60:40 after tax deduction, i.e., 40% for the selectedService provider while 60% for the Authority after deduction of the taxes.
- 16.2. The Applicant shall mention a Monthly Fee (Bid Variable), as per Form 4 Financial Proposal
- 16.3. Each month, the larger of the two amounts (Revenue Share or Monthly Fee), as provided in 16.1 & 16.2 above, will be retained by the Authority. For instance, if the total Monthly Fee is INR 50,000 per month and the total revenue collections for the month is INR 2,00,000, then INR 1,20,000 (i.e.60% of the total collection for the month) shall be retained by the Authority. However, if the total collection for the month is INR 70,000 then INR 50,000 shall be retained by the Authority (i.e. Monthly Fee). Further, in case the total collection in a month is less than minimum monthly fee, SAI will notify/inform the bidder the shortfall amount and the net payable amount shall be deposited to SAI within 15 days of notice. In case the bidder fails to submit the net payable amount to SAI in 02 calendar months, the amount will be adjusted from the performance bank guarantee. However, the service provider shall be responsible to keep required fixed performance bank guarantee during the currency of contract.
- 16.4. The Monthly Fee will be increased annually by 10% after completion of initial contract period of 3 years, before extension.
- 16.5. The service provider shall propose a special fee as provided in the technical qualification criteria for 50 % of trainees. However, the process for determination of the beneficiary trainees for the applicability of the special category fee shall be determined in consultation with SAI.
- 16.6. Except for those trainees who are charged the special fee, the service provider can determine the fee to be charged for rest of the trainees as per the prevalent market rates. The same shall be informed to SAI before commencement of services.
- 16.7. SAI shall provide verified information to the service provider about the total monthly revenue collection within a period of 25 working days, basis which an invoice shall be raised by the service provider which shall be payable by SAI within a period of 25 working days from the date of raising of invoice. In case, monthly fee is to be paid by the service provider for that particular month as per clause 16.3, the service provider shall deposit it to SAI account within a period of 15 working days from the date of receipt of verified information from SAI for that month.

# 17. Obligations of the Service Provider

- 17.1. No personnel shall be employed by the Successful Applicant whose age is below 18 years.
- 17.2. The Successful Applicant shall be responsible for maintaining and enforcing all rules and regulation applicable to the discipline.
- 17.3. The coaches of the Successful Applicant shall always be present at the assigned coaching areas at all times in the shifts.
- 17.4. Will Make sure there are no obstacles or hazards at the assigned coaching area.
- 17.5. Shallestablish policies governing each action of users before, during and after each coaching session.
- 17.6. Shall ensure that users understand the use of training equipment. Make them aware of the potential accidents that may occur from use of equipment.
- 17.7. Shall have basic safety and rescue trainings and assist in an event of any emergency/exigency.
- 17.8. Shall advertise and make the designated playing area/field/court popular amongst residents of Delhi and NCR.
- 17.9. Any incident of misbehavior or misconduct from the deployed workforce of the Successful Applicant towards the public shall be liable for punishment as decided by the Authority. In case of repetition of similar fault, the Authority may decide to terminate the contract, forfeit the SecurityDeposit and blacklist the Successful Applicant.
- 17.10. The Successful Applicant shall follow all the rules and regulation laid by the government, including but not limited to hiring of staff, deployment of equipment, security and safety.
  - 17.11. The service provider shall be allowed to do marketing and branding the form of temporary promotional banners/flex/standees in and around the squash court complex. However, the branding/marketing activities should not reflect/portray the service provider as having joint venture or partnership of any sort with SAI.
- 17.12. The Service Provider shall arrange all the necessary equipment/ consumables for effective coaching. Space in the MDCNS Squash Facility shall be allowed to be used by the Successful Applicant for storing sports equipment, gear etc. However, this would be provided at the discretion of SAI, if such storage space is available.

- 17.13. If storage space for training equipment is required, this should be clearly specified in the proposal.
- 17.14. The responsibilities of watch and ward shall rest with the Successful Applicant, for the designated allotment time period.
- 17.15. The Service Provider shall follow all the rules and regulation laid by the government, including but not limited to hiring of staff, deployment of equipment, security and safety. Overall security of the premise will be done by SAI. However, SAI will not be responsible for loss/theft of any equipment/belongings of Coach/Agency or members.
- 17.16. Conducting sporting events in the playing area/field/courtin addition to regular coaching and special coaching camps, especially during summer vacations for students can also be organized.

#### **18. Obligations of SAI**

- 18.1. SAIwillprovideinfrastructureandshall be responsible for basic operation of the assigned facility.
- 18.2. SAI shall clean the assigned premises regularly/all time in order to impart coaching in perfect hygienic condition and ensure availability of all Squash Courts as per RFP.
- 18.3. SAI shall collect the fee and calculate the total revenue generated in the Month (Collected Fees). SAI will ensure that the Selected Applicant(s) share(as per Clause No. 16) for the preceding month is transferred to the Coaching Agency within a mutually decided time frame.
- 18.4. Fee deposit mechanism to be worked out in consultation with SAI
  - i. SAI will be responsible for deploying personnelat the Squash facility for Revenue/Fee Collection and facilitating registration of players/trainees.
- 18.5. In case of recreational practice of squash, the operating mechanism are to be finalized in consultation with SAI and the revenue so generated will also be sharable with SAI as per existing terms.

#### **19.** Other miscellaneous work

- 19.1.1. The responsibilities of watch and ward shall rest with the Agency.
- 19.1.2. In case of any accident/ mishappening/ tribulation/ hardship/ calamity at the facility during the time allocated to the agency, pertaining to any equipment or other facility, the Applicant/ Agency will be SOLELY responsibleand shall keep SAI or MDCNS fully indemnified in this regard. SAI or MDCNS will not be

responsible for any such accident/ mishappening/ tribulation/ hardship/ calamity, whatsoever.

#### 20. Timeline and Deliverables

- 20.1. The engagement is proposed for three (3) years from date of signing of Service Agreement, which can be extended annually for a maximum total period of five (5) years. However, the service agreement can be terminated before the end of tenure in case of unsatisfactory performance or non-compliance with the terms and conditions of the contract.
- 20.2. After successful completion of initial contract period, extension of contracts would be considered annually subject to a maximum total tenure of five (5) years. The evaluation would be made on the basis of feedback from trainees, parents/guardians, availability of coaches during training, achievement of trainees, number of trainees, trainer-trainee ratio, revenue generated, training aids, equipment and technology utilized and adherence to the rules and regulations of the MDCNS.
- 20.3. The service provider will be given a maximum of 30 days to sign the contract/service agreement from the date of award of work. However, the service provider is liable to start paying SAI (in the form of monthly fee/revenue share) from the day of signing of contract/service agreement.
- 20.4. If the Applicant is not able to comply with the scheduled timeline, it will be liable for a penalty as mentioned at clause.23.
- 20.5. Before assigning any replacement member, Successful Applicant shall provide SAI with:
- 20.5.1. Curriculum vitae and any other information about the candidate that is reasonably requested by SAI. He/she should have equivalent or higher experience.
- 20.6. If SAI objects to the appointment, Applicant shall not assign the individual to that position and shall seek an alternative resource.
- 20.7. The Applicant must ensure at least 2 weeks overlap period for knowledge transfer in such replacements.
- 20.8. The Applicant will immediately provide for replacement of resources in the event if SAI is not satisfied with the resource.

#### 21. Other Terms and Conditions of the Bid

21.1. All information/ details submitted to SAI shall be supported by documentary proof duly certified by the authorized signatory of the Applicant.

- 21.2. The Service Provider 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.
- 21.3. The mere submission of Bids in response to this RFP by anApplicant, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Applicant or give rise to or be deemed to give rise to any cause or grievance to the Applicant against SAI and further shall not for any reason or in any manner confer on the Applicant 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.
- 21.4. The Applicant must strictly comply with all terms and conditions herein. SAI reserves the right to call upon any or all the Applicants to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Applicant or may call for any additional documents / information from the Applicants to verify the information provided by the Applicant or may further seek any clarification or elaboration from the Applicant 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 Applicant to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Applicants to make a presentation to SAI in respect of the Capabilities represented by the Applicant at any time prior to the finalization of the Bid. Any Applicant 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.
- 21.5. SAI is under no obligation to declare the Applicant quoting the HighestMinimum Monthly Fees as the successful Applicant. The quality of services anticipated to be provided by the Applicant(to be determined primarily on the basis of the documents/information provided by the Applicant) shall be material criteria for awarding the contract as defined in this document.

# 22. Governing Law and Jurisdiction:

- 22.1. The RFP and the relationship between the Applicant and SAI shall be interpreted in accordance with the laws of India. The courts of Delhi shall have exclusive jurisdiction to adjudicate over any dispute(s) arising in relation to the RFP and/or the relationship between the Applicant and SAI.
- 22.2. It will be the responsibility of each Applicant 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 Applicant in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made after the submission of the Bid on any account whatsoever, including on account of the failure of the Applicant to appraise itself of any legal or local operational conditions/ factors. The Applicant cannot be taken over/bought over by another

during the contract phase. SAI may, at any time, immediately terminate the contract by giving written notice to the successful Applicant without any compensation or liability, if the Applicant commits any breach of contract, has misrepresented, or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied with the work of the Applicant provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI. However, in the event SAI, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Applicant, without any cost and/or liability.

- 22.3. The Applicanthas to ensure proper deployment of resources at site during all phases and the deployment plan should be approved by the purchaser in advance.
- 22.4. It will be responsibility of the Applicant to ensure and verify the educational qualifications and experience of the resources deployed in SAI.
- 22.5. The Applicant shall be responsible for ensuring timely payment to the resources deployed in the project and complying with all laws of the land including statutory liabilities while doing the same.
- 22.6. Any unauthorized absence of resources (at Applicant's end) for a period of more than 1 week after requirement will attract penalties.

#### 23. Penalty

- 23.1. In case the Successful Applicantfails to commence/execute the coaching activities as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, SAI reserves the right to impose the penalty at 0.1% of consolidated committed monthly Fee per day and shall recover the samefrom Performance Guarantee.
- 23.2. If delay continues beyond 10 days, what is stipulated in Clause 23.1, SAI reserves the right to:
  - i. Cancel/Terminate the contract forfeiting the EMD and/or Security Deposit besides other rights and remedies as may be available to SAI.
  - ii. The Successful Applicant shall be debarred from participating in such type of tender and his Security Deposit may also be forfeited/ invoked, if so warranted.
- 23.3. No Penalty will be imposed for delay attributable to SAI or reasons or reasons which fall within the definition of Force Majeure as per Clause 35 of this RFP.
- 23.4. SAI will make payment after necessary deductions of penalty.
- 23.5. For delay in service deliverables reasons not pertaining to selected Applicant, the Purchaser shall take decision on extension of such timelines and levy of penalty.

However, in the event SAI considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.

# Section IV: Qualification and Selection Criteria

# 24. Eligibility Criteria for the Bidder

24.1. To be eligible for Technical evaluation, the Agency shall fulfill the following:

#	Eligibility Conditions	Documentary proof to be submitted
1	The Bidder/ Service Provider shall be a	A copy of registration certificate duly
	legal entity registered in India under	attested by authorized signatory.
	the relevant laws for at least 5 years as	Consortium/ Subcontracting is not
	on proposal due date.	allowed
2	The Bidder/ Service Provider should	This must be demonstrated by proof
	have prior 05 years experience in	of academy/facility, owned/operated
	successfully running a	by the service provider with clear
	Academy/Project related to sports	mention of date.
	coaching on proposal due date.	
3	The Bidder/ Service Provider must	Certificate attested by a Charted
	have a minimum average annual	Accountant indicating the annual
	turnover of Rs. 15,00,000/- (Rupees	average turnover out of the coaching
	Fifteen lakh only) from Coaching	services.
	services in the last 3 (three) financial	
	years (i.e. FY 2018-19, 2019-20 and	
	2020-21).	
4	The Bidder/ Service Provider should	Submit copy of PAN and GSTIN
	provide valid PAN and GSTIN	certificates
5		Declaration of new New CED Clause
3	DECLARATION As per GFR Clause	Declaration as per New GFR Clause,
	144 (xi) added vide DoE order dated	144 (xi) 'I have read the clause
	23.07.2020: Any bidder from a country	regarding restrictions on procurement
	which shares a land border with India	from a bidder of a country which
	will be eligible to bid in this tender	shares a land border with India; I
	only if the bidder is registered with the	certify that this bidder is not from
	Competent Authority. All terms as	such a country or, if from such a
	mentioned in the Department of	country, has been registered with the
	Expenditure order dated 23.07.2020	Competent Authority. I hereby certify
	will be applicable.	that this bidder fulfils all
		requirements in this regard and is
		eligible to be considered.

Note: The Applicant, shall submit the details, coaching experienceby them in the Form 3of Bid document to be considered for eligibility & technicalevaluation. The offers submitted without this documentary proof shall not be evaluated.

Bid(s) of the Applicant(s), who do not meet the required Eligibility/ Qualification Criteria mentioned in this RFP shall be treated as non-responsive and their bid will not be considered further technical evaluation process.

Category	Qualification Criteria for service Provider / Agencies	Maximum Marks (100)
Years of Experience in Sports Coaching	<ul> <li>Years of experience of coaching/ coaching academy / managing sports facilities for any sport</li> <li>Within 5 years of total experience: 0 Marks</li> <li>5 - &lt; 7 years of total experience: 8 Marks</li> <li>7 - 10 years of total experience: 15Marks</li> <li>More than 10 years of total experience: 20Marks</li> <li>Document to be submitted: Proof of academy/facility, owned/operated by the service provider with clear mention of</li> </ul>	<u>20</u>
Specific Experience	<ul> <li>date.</li> <li>Years of experience of coaching/coaching academy/ managing sports facilities for squash sport</li> <li>Less than 1 year of experience: 0 Marks</li> <li>1 - &lt;2 years of total experience: 5 Marks</li> <li>2 - 5 years of total experience: 10Marks</li> <li>More than 5 years of total experience : 15 marks</li> <li>Document to be submitted: Proof of academy/facility, owned/operated by the service provider with clear mention of</li> </ul>	15
Turnover	<ul> <li>date.</li> <li>Total Turnover from coaching services in last 3 financial years</li> <li>Rs. 15 Lakh – Rs. 20 Lakh (Marks: 5)</li> <li>Rs. 21 Lakh – Rs. 30 Lakh (Marks: 10)</li> <li>More than Rs. 30 Lakh (Marks:15)</li> <li>Document to be submitted: Certificate attested by a Charted Accountant indicating the annual average turnover out of the coaching services.</li> </ul>	15
Technical Qualification of Assigned or HeadCoach	<ul> <li>International diploma certification in squash of head or assigned coach for providing coaching</li> <li>Level 2 (Marks : 10)</li> <li>Level 3 (Marks : 15)</li> <li>*The head or assigned coach shall be responsible for imparting and supervising coaching of players/trainees on a regular basis.</li> <li>Document to be submitted: Relevant Certificate of the proposed Head Coach</li> </ul>	15
Technical Certificate	Any Facility of Service Provider or its Academy accredited under Khelo India/ Government Accredited/recognized by state association or National Sports Federation in Squash	10

	(Marks: 10)	
	Document to be submitted: Proof of academy/facility	
	satisfying above criteria, owned/operated by the service	
	provider.	
SpecialFee	Special Fee Per Player Per Month*	
	• Less than Rs. 3000 (10 Marks)	
	• Rs. 3,000 - <rs. (8="" 4000="" marks)<="" td=""><td></td></rs.>	
	• Rs. 4,000- < Rs. 5000 (5 Marks)	
	(Marks: 10)	
	*To be indicated in Bid Submission form	
	*To be limited for 50% of the expected trainees.	
% of Players	Beyond 50% of Players included under special fee at the	
qualified for	discretion of the service provider:	
Special Fee	• More than 50% - < 60% (Marks:3)	
	• More than 60% (Marks: 5)	
	(Marks: 5)	
	To be indicated in Technical Bid.	
Technical	Technical Presentation on General Methodology for	10
Presentation	operating the Squash Court	
	(Mark: 10)	
	To be submitted in Technical Bid.	

Note: Applicantmust comply all criteria as defined in Clause 24.1 and must get a minimum of 70 marks (out of 100 marks) in the Technical Qualification Criteria as per Clause No. 24in order tobe Qualified for Financial Bid opening.

# 25. Combined Bid Evaluation

- 25.1 In the second stage, the financial evaluation will be carried out as per this Clause 25. Each Financial Proposal will be assigned a financial score (S<sub>F</sub>) as specified in Clause 25.3.
- 25.2 For financial evaluation, the total cost indicated in the Financial Proposal, will be considered. The committed amount should be excluding taxes. Taxes has to be charged seperately
- 25.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost,quoted as minimum monthly fee, indicated in the Financial Proposal shall be deemed as final. The highest Financial Proposal ( $F_H$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:  $S_F = 100 * F/F_H$ (F = amount of Financial Proposal)
- 25.4 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

 $S = S_T \ x \ T_w + S_F \ x \ F_w$ 

Where,  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.7 and 0.3 respectively.

25.5 The bidder with highest combined score shall be successful bidder. In case the financial quote of the successful bidder is lessthan that of bidder with highestquote by more than 10%, then the successful bidder will be required to match the price bid offered by the bidder having highest financial quote.

# 26. Selection of the Service Provider / Agency

26.1. The Bids will be evaluated based on the Quality & Cost Selection (QCBS)method, as provided in Clause 24 and 25 above.

In case of a tie in the QCBS evaluation, the Applicant who has secured highest technical score will be awarded the work.

- 26.2. In case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI reserves the right to waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.
- 26.3. Supporting documents for bid evaluation shall also be verified during presentation if any. The Applicants are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.

# 27. Declaration of Successful Applicant

- 27.1. Prior to the expiration of the validity period for the Bid, SAI notify the successful Applicant in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Applicant, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Applicant and SAI shall discuss and enter into a mutually agreeable final written form of the Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Applicant and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.
- 27.2. The failure of SAI and the successful Applicant to agree to the terms and conditions of the Service 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 Applicant or call for fresh proposals.
- 27.3. Upon the successful signing of the Service Agreement by the Successful Applicant(s) and SAI, andfurnishing the Security Deposit, SAI will promptly notify the name of the winning/successfulApplicant(s) to each unsuccessful Applicant.

27.4. Term of the Service Agreement: The Service Agreement shall commence on the date of its execution of the Service Agreement and shall be valid up to the conclusion of the Term.

# 28. Security Deposit

- 28.1. In order to ensure the due performance of the awarded contract, the Service Provider/Successful Applicant shall, before entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee for an amount of three times the consolidated per month MonthlyFeeas a Security Deposit.
- 28.2. The Security Deposit in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ NEFT Transfer shall be drawn from any Scheduled Bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003 and/or intimated to the office through mail.

Secretary SAI Union Bank of India Account No: 108510011000101 IFSC No. UBIN0810851

The format for Security Deposit of submitted in form Bank guarantee is attached at Form 6.

- 28.3. The Security Deposit shall be valid, at all times, for a period of 180 (one hundred and eighty) days beyond the date of expiry of all contractual obligations under the Contract. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI. It may require revalidation from time to time as the case may be.
- 28.4. All incidental charges whatsoever such as premium and commission with respect to the Security Deposit shall be borne by the Successful Applicant. No interest will be payable on the Performance Security by SAI.
- 28.5. In the event of any failure/any breach or violation on the part of the Successful Applicant, which is not cured within reasonable time from receiving a written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Security Deposit by SAI.

# **29.** Signing of contract

At the same time as the Authority notifies the successful Applicant that its Bid has been accepted, the successful Applicant shall have to sign the contract/service agreement with relevant document as mentioned in this Document, within maximum 14 days from notification. The agreement draft along with other related terms and conditions will be same as furnished in this Bid. Any refusal will not be allowed. In case of delay, a penalty of INR 500 per day shall be imposed. In case delay period goes beyond 14 days, the engagement may be terminated by SAI and the Applicant may be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.

# **Section V: General Terms and Conditions of Contract**

#### **30.** General Provision

- 30.1. Any default or breach in discharging obligations under this RFP by the selected Applicant while rendering services / supplies to SAI, shall invite all or any actions / sanctions, as the case maybe. The decision of SAI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any Applicant to put pressure of any kind, may disqualify the Applicant for the present RFP and the Applicant may also be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least threeyears.
- 30.2. SAI reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.
- 30.3. SAI also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by SAI.
- 30.4. SAI may not award any work to the any Applicant at its own discretion without assigning any reason thereof.
- 30.5. Any default by the Applicants in respect of RFP terms & conditions will lead to rejection of the bid.
- 30.6. The decision of SAI arrived during the various stages of the evaluation of the bids is final & binding on all Applicants. Any representation towards these shall not be entertained by SAI. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned Applicant.
- 30.7. In case the Applicant is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 30.8. Any attempt by Applicant to bring pressure towards SAI's decision making process, such Applicant shall be disqualified for participation in the present RFP and those Applicants may be liable to be debarred from bidding for SAI/SAI RFPs in future for a period of at least three years.
- 30.9. Printed/written conditions mentioned in the RFP bids submitted by Applicant will disqualify them and will not be binding on SAI.
- 30.10. Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. SAI will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.

- 30.11. Only those Applicants, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.
- 30.12. It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to debarring from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 30.13. Applicants are requested to share information which is true and based some tangible proofs.

#### 31. Handover

- 31.1. The selected Applicant shall prepare a handover policy which shall be approved by SAI.
- 31.2. The handover shall be done by SAI at the end of the contract as per the policy document and other remedial changes required if any at the end of the contract period with the approval of Purchaser.
- 31.3. Handover shall include all the facilities related to six(06)squash courts at MDCNS.
- 31.4. Non-compliance may lead to forfeit of due payments and Performance Security/Bank Guarantee, and other necessary action as may deem fit to Purchaser.

# **32.** Representations and Warranties

- 32.1. SAI, along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- 32.2. SAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 32.3. The Applicant declares that all the information provided is truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Applicant is false / frivolous/misleading/incorrect / concealed, then SAI shall have the absolute right to take any action as deemed fit including but not limited to dropping the Applicant from consideration for award

of work and/or debarment/blacklisting etc. Without incurring any liability to the affected Applicant(s) on the ground of SAI/SAI/MYAS's action.

32.4. The Applicant declares that no effort has been used by the Applicant to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

# **33.** Indemnifications and Liabilities

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

- 33.6. The Successful Applicant shall at all times indemnify and keep indemnified SAI against and any claims by Employees in respect of wages, salaries, remuneration, compensation or the like.
- 33.7. All claims regarding indemnity shall survive the termination or expiry of the Contract.

#### 34. Termination

34.1. Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

#### 34.2. By SAI

SAI may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (ix) of this GC Clause 34.2. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Successful Applicant/Agency, The Coach/Agency will have no right to claim any compensation.

- i. If the Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- ii. If the Agency becomes insolvent or bankrupt.
- iii. If the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iv. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- v. If SAI, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence SAI shall give a not less than sixty (60) days written notice of termination to the Agency.
- vi. If the Agency fails to comply with any final decision reached as a result of arbitration proceedings.
- vii. If the Agency does not remedy a failure in the performance of their obligations under the Contract, even after repeated written warnings.
- viii. If any information provided by the Agency in the RFP submission is found to be false later on.
- ix. If the Agency creates any encumbrance on the Project Site/Project Facility

#### 34.3. By Service Provider

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to SAI, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause 34.3.

- i. If, as the result of Force Majeure, the Applicant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- ii. If SAI fails to comply with any final decision reached as a result of arbitration proceedings.
- iii. If SAI has unlawfully repudiated the agreement or otherwise expressed its intention not to be bound by this agreement / RFP.
- iv. If the Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence the Agency shall give a not less than sixty (60) days written notice of termination to SAI.

# 35. Force Majeure

- 35.1. For purposes of this Clause, 'Force Majeure' means an event beyond the control of the Successful Applicant and not involving the Successful Applicant's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions lockdowns and freight embargoes. The Successful Applicant shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Applicant in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 35.2. If a Force Majeure situation arises, the Successful Applicant shall promptly notify SAI, New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI, New Delhi in writing, the Successful Applicant shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 35.3. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, SAI may at its option terminate the contract without any financial repercussion on either side.
- 35.4. In case due to a Force Majeure event, SAI, New Delhi is unable to fulfill its contractual commitment and responsibility, SAI, New Delhi will notify the Successful Applicant accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

#### 35.5. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Authority shall assess the situation and then decide the application of Force Majeure. Once the duration is defined under the Force Majeure Category/ situation no payments are expected to be made by the service provider.

#### **36.** Dispute Settlement Mechanism

- 36.1. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. SAI and the Successful Applicant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 36.2. If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI, New Delhi or the Successful Applicant may give notice to the other party of its intention to commence arbitration, as per the Arbitration and Conciliation Act, 1996, as amended, the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable before Indian courts only. The award of the Arbitrator will be final and binding on the parties to the Contract.
- 36.3. Venue of Arbitration will be Delhi/ New Delhi. The Arbitration proceedings will be conducted in English Language.
- 36.4. Each party shall bear its own cost of preparing and presenting its own case (including all fees and other expenses), unless otherwise awarded by the sole arbitrator.
- 36.5. The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of Arbitration proceedings.
- 36.6. All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the Court of competent jurisdiction at Delhi/ New Delhi.

# **37.** Applicable Law

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

#### **38.** Reserved Rights

- 38.1. SAI reserves the right to;
  - i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
  - ii. Revise the requirement at a later stage as and when required.

- iii. Amend, modify, relax or waive/delete any of the conditions/ scope of work stipulated in the RFP wherever deemed necessary, even after award of work.
- 38.2. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by the Applicant in response to this RFP or at any later stage, or in the event of any contravention by the Applicant of any condition or criterion stipulated, SAI shall terminate or cancel the appointment / engagement of the Applicant, and nothing shall be payable or be paid by SAI to the Applicant as compensation/damages or penalty;
- 38.3. SAI will not be liable for any costs, damages or losses incurred by any Applicant participating in this RFP, if SAI decides to cancel the RFP process or for any reason whatsoever.
- 38.4. The Applicant 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.
- 38.5. The submission of a response to this RFP by any Applicant confirms the Applicant's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Applicant acknowledges that it has:
  - i. Understood and examined the extent of the Rights, scope of Work and other information made available in writing by SAI, for the purpose of this RFP;
  - ii. Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
  - iii. Satisfy itself as to the correctness and sufficiency of the RFP.
  - iv. Applicants 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 will be via e-mail only to <u>es-sai@gov.in</u>. No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

# **39.** Corrupt or Fraudulent Practices

- 39.1. It is required by all concerned namely the Applicants/Successful Applicants etc. to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, SAI:
  - i. Will reject a proposal for award if it determines that the Applicant recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;

- ii. Will declare a firm ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
- 39.2. SAI reserves the right not to conclude the Contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Applicant. In addition, Bid Security/Performance Security (as the case may be) deposited by the Applicant shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

# 40. Confidentiality

- 40.1. The Applicant agrees and acknowledges that this RFP is confidential and the Applicant, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Applicant. The undue use by any Applicant of confidential information related to the Bid process may, at the sole discretion of SAI, result in the rejection of its Bid. The Applicant shall further ensure that such financial and legal advisors or any other employees, representatives of the Applicant maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.
- 40.2. The Applicant is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The Applicant is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Applicant and SAI. This requirement is also intended to prohibit the Applicant from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI's expense, for other clients of the Applicant without the prior written approval of SAI. The Applicant is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination obtained from or on behalf of SAI or any copies thereof to SAI. The Applicant is not authorized to communicate with the public, including the press, about any matter in relation to its relationship` with SAI without the prior written approval of SAI.
- 40.3. All information and documents that are furnished by the Applicant will be treated as strictly confidential by SAI and shall not be disclosed by SAI to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

# 41. Taxes and duties

41.1. The total consolidated Monthly Fee agreed as part of this contract shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual

period except GST which will be paid extra by the Agency, at the rate applicable on the date of invoicing.

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# Annexure I: Instructions for online bid submission

The Applicants are required to submit soft copies of their bids electronically on the CPP Portal, 1. using validDigital Signature Certificates. The instructions given below are meant to assist the Applicants in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting CPP obtained online bids on the Portal may be at: https://eprocure.gov.in//eprocure/app.

#### 2. **REGISTRATION**

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

#### **3. SEARCHING FOR TENDER DOCUMENTS**

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

iii. The Applicant should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

#### 4. **PREPARATION OF BIDS**

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

#### 5. SUBMISSION OF BIDS

- i. Applicant should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Applicant will be responsible for any delay due to other issues.
- ii. The Applicanthas to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- iii. Applicanthas to select the payment option as 'offline' to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Applicant should prepare the Bid Security as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- v. The server time (which is displayed on the Applicants' dashboard) will be considered as

the standard time for referencing the deadlines for submission on the bids by the Applicants, opening of bids etc. The Applicants should follow this time during bid submission.

- vi. All the documents being submitted by the Applicants would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bids (i.e. after Clicking 'Freeze Bid Submission' in the portal), the portal will give a successful bid submission message &a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- ix. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### 6. ASSISTANCE TO APPLICANTS

- i. Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232. Foreign Applicant can get help at +91-7878007972, +91-7878007973.

# Appendix

# Form1: Letter of Proposal

(OnApplicant'sletterhead) (DateandReference)

To,

Deputy Director, Equipment Support Division Sports Authority of India (Head office), Room No.115, Jawaharlal Nehru Stadium, Gate no. 10 Lodhi Road, Delhi, India. New Delhi-110003

#### Sub: Engagement of a Service Provider for Operating Squash Courts at Major Dhyan Chand National Stadium

Dear Sir,

- 1. With reference to the RFP dated \_\_\_\_\_\_ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We \_\_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI (Sports Authority of India) for engaging Service Provider/ Agency for Operating Squash Courts at Major Dhyan Chand National Stadium (MDCNS)' as per terms mentioned in this RFP.
- 2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
- 4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 5. I/We acknowledge the right of the SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6. I/We agree to keep our Bid valid for acceptance for 180 (One Hundred and Eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the performance security without our protest and demur in case of any breach of terms and conditions of RPF/Agreement by us.
- 7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 8. I/we understand that SAI may cancel the Selection Process at any time and that SAI is neither

bound to accept any Proposal that SAI may receive nor to select the Applicant without incurring any liability to the Applicants.

- 9. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
- 10. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.
- 11. I declare that:
  - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI.
  - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
  - c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 12. It is certified that the Applicant is not directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
  - a. They are members of a Hindu undivided family; or
  - b. They are husband and wife; or
  - c. The one is not legally related to the other Sister (including stepsister)
- 13. I/We hereby further declare that the SAI approved player categor(ies) wherein the special fee shall be applicable shall be charged a monthly fee of Rs. \_\_\_\_\_ (Exclusive of taxes) for the first year of contract period and the monthly fee shall be increased by 5% every year and shall be charged for \_\_\_\_\_% of the total players in the month.

Yours faithfully,

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

# Form 2: Particulars of the Applicant

Thisinformationshall cover general/details of offer for coaching.

S. No.	Particulars	Details
1	Name	
2	Registered address	
3	Name of Proprietor/ Director/ Administrative Head/Coach	
4	Type of Ownership	
5	Proof of Support of above	Attach documents in support and list the documents attached here
6	Level/ Nature of Coaching to be offered	List level and if more than one level is offered then the differentiation to be amplified
7	No. of days of coaching/week and timings of coaching proposed	
8	Previous Coaching Experience	Attach documents in support and list the documents attached here
9	Names of Coaches/ Assigned Coach	Attach annexure if required and list the same here.
10	Qualification of Coach / Assigned Coach	
12	Proposed Trainer/ Trainee Ratio	
13	Proposed Training Aids/ Equipment to be provided	

Date: Place: Full name and signature of applicant

Full name and signature of authorized signatory with seal of establishment (in case of agency)

Address:

Email:

Cell phone/landline no.

Website:

# Form 3: Technical Eligibility & Qualification Form

# A.Eligibly Criteria:

#	Eligibility Conditions	Documentary proof	Compliance -	Reference Page No.
		to be submitted	Please mark (✓)	of Proposal – Documentary Proof
1	The Bidder/ Service Provider shall be a legal entity registered in India under the relevant laws for at least 5 years as on proposal due date.	A copy of registration certificate duly attested by authorized signatory. Consortium/ Subcontracting is not allowed		
2	The Bidder/ Service Provider should have prior 05 years experience in successfully running a Academy/Project related to sports coaching on proposal due date.	This must be demonstrated by providing project details and Work Orders or Copy of License issued by Municipal body/Local body or any other statutory Authority OR Registration document of the entity, if operated by its own.		
3	The Bidder/ Service Provider must have a minimum average annual turnover of Rs. 15,00,000/- (Rupees Fifteen lakh only) from Coaching services in the last 3 (three) financial years (i.e. FY 2018-19, 2019-20 and 2020-21). The Bidder/ Service Provider should provide valid PAN and	Certificate attested by a Charted Accountant indicating the annual average turnover out of the coaching services.		
5	GSTIN DECLARATION As per GFR Clause 144 (xi) added vide DoE order dated 23.07.2020: Any bidder from a country which shares a land	Declaration as per New GFR Clause, 144 (xi) 'I have read the clause regarding restrictions on procurement from a bidder of a country		

border with India will	which shares a land	
be eligible to bid in this	border with India; I	
tender only if the bidder	certify that this	
is registered with the	bidder is not from	
Competent Authority.	such a country or, if	
All terms as mentioned	from such a country,	
in the Department of	has been registered	
Expenditure order dated	with the Competent	
23.07.2020 will be	Authority. I hereby	
applicable.	certify that this	
**	bidder fulfils all	
	requirements in this	
	regard and is eligible	
	to be considered.	

# B. Technical Qualification Criteria:

Category	Qualification Criteria for service Provider /		
Callgury	Agencies	Compliance	Reference
	Agencies	/Response by	Page No. of
		Applicant	Proposal –
			Documentary Proof
Years of	Years of experience of coaching/ coaching academy /		11001
Experience in	managing sports facilities for any sport		
Sports	managing sports racinities for any sport		
Coaching	• Within 5 years of total experience: 0 Marks		
-	• 5 - < 7 years of total experience: 8 Marks		
	• 7 - 10 years of total experience: 15Marks		
	• More than 10 years of total experience: 20Marks		
Specific	Years of experience of coaching/coaching academy/		
Experience	managing sports facilities for squash sport		
	• Less than 1 year of experience: 0 Marks		
	• 1 - <2 years of total experience: 5 Marks		
	• 2 - 5 years of total experience: 10Marks		
	• More than 5 years of total experience : 15 marks		
Turnover	Total Turnover from Sports Activities in last 3 financial		
	years		
	• Rs. 15 Lakh – Rs. 20 Lakh (Marks: 5)		
	• Rs. 21 Lakh – Rs. 30 Lakh (Marks: 10)		
	• More than Rs. 30 Lakh (Marks:15)		
Technical	International diploma certification in squash of head or		
Qualification	assigned coach for providing coaching		
of Assigned or			
HeadCoach	• Level 3 (Marks : 15)		
	*The head or assigned coach shall be responsible for		

	<i>imparting and supervising coaching of players/trainees on a regular basis.</i>	
Technical	Any Facility of Service Provider or its Academy accredited	
Certificate	under Khelo India/ Government Accredited/recognized by	
	state association or National SportsFederationin Squash	
	(Marks: 10)	
SpecialFee	Special Fee Per Player Per Month*	
	• Less than Rs. 3000 (10 Marks )	
	• Rs. 3,000 - <rs. (8="" 4000="" marks)<="" td=""><td></td></rs.>	
	• Rs. 4,000- < Rs. 5000 (5 Marks)	
	(Marks: 10)	
	*To be indicated in Bid Submission form	
	*To be limited for 50% of the expected trainees.	
% of Players	Beyond 50% of Players included under special fee at the	
qualified for	discretion of the service provider:	
Special Fee	• More than 50% - < 60% (Marks:3)	
	• More than 60% (Marks: 5)	
	(Marks: 5)	
Technical	Technical Presentation on General Methodology for	
Presentation	operating the Squash Court	
	(Mark: 10)	

#### 1. Experience of Coaching: Total number of years of experience of coaching

S. No.	Designation	Name of institute/ Complex/Stadium	Sports <sub>From</sub>	То	Total Experience in Years

Note: Please attach documentary proofs

#### 2. Declaration

Whether any inquiry, investigation, case, departmental or other proceeding in relation to anyofficial case of Criminal offence or allegation of moral turpitude have been initiated / pending and or the Applicant has been convicted / held guilty by any court or Authority in this behalf- Please mark ( $\checkmark$ )

Yes: No:

I do hereby declare that all statements made in this application are true and correct to the best of my knowledge and belief. I understand that in the event of any information being found false or incorrect or not satisfying the prescribed eligibility criteria, my application is liable to be cancelled / rejected at any stage of selection.

Place:	Signature:
Date:	Name:

# Form 4: Financial Proposal

As per BOQ Uploaded in CPP Portal

#### **Financial Proposal Submission Form**

[Location, Date] FROM: (Name of Applicant)

To, Deputy Director, Equipment Support Division Sports Authority of India (Head office), Room No.115, Jawaharlal Nehru Stadium, Gate no. 10 Lodhi Road, Delhi, India. New Delhi-110003

# Sub: Financial Proposal/Bid to Engage Service Provider for Operating Squash Courts at Major Dhyan Chand National Stadium

Dear Sir/Madam,

We, the undersigned, offer to provide the services for the above in accordance with your RFP dated\_\_\_\_\_.

Our Proposed Bid as Monthly Feeexclusive of taxes shall be Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_\_in words).

We understand that the client reserves the right to negotiate the Financial Bid.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 180 days from the date of submission of the Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand you are not bound to accept any Bid you receive. Yours sincerely,

Signature: Name and title of Signatory:

Name & address of the Applicant

# **Form 5: Bid Securing Declaration Form**

Date: \_\_\_\_\_

Tender No.

То

Deputy Director, Equipment Support Division Sports Authority of India (Head office), Room No.115, Jawaharlal Nehru Stadium, Gate no. 10 Lodhi Road, Delhi, India. New Delhi-110003

Dear Sir/ Madam:

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 three years 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 Applicant or upon

- (i) The receipt of your notification of the name of the successful Applicant 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)

#### Form 6: Bank Guarantee Form for Security Deposit

To,

Deputy Director, Equipment Support Division Sports Authority of India (Head office), Room No.115, Jawaharlal Nehru Stadium, Gate no. 10 Lodhi Road, Delhi, India. New Delhi-110003

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. \_\_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

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

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

**Ref. No.** 01-23002(01)/4/2022-HO - Khelo India Division

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

HIRING OF SPONSORSHIP AGENCY

#### FOR

#### **KHELO INDIA YOUTH GAMES 2022**

Date of Release:18-02-2002

#### SPORTS AUTHORITY OF INDIA (SAI)

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

# CONTENTS

1.	INTRODUCTION	4
2.	BID SCHEDULE	6
3.	ELIGIBILITY CRITERIA	6
4.	BID SECURITY /EARNEST MONEY DEPOSIT (EMD)	7
5.	BID VALIDITY	8
6.	SIGNING OF BID	8
7.	CLARIFICATION OF BID	8
8.	INSTRUCTIONS TO APPLICANTS	8
9.	RIGHT TO VARY SCOPE OF WORK	13
10.	AWARD OF CONTRACT	13
11.	PERFORMANCE BANK GUARANTEE	13
12.	INTELLECTUAL PROPERTY	14
13.	PENALTY CLAUSE	14
ANN	NEXURE I  COMMERCIAL BID FORMAT	16
AN	NEXURE II   TERMS OF REFERENCE A. EXCLUSIVE RIGHTS OF OFFICIAL MEDIA PARTNER OF KIYG	
	B. OBLIGATIONS OF OFFICIAL MEDIA PARTNER OF KIYG	18
	C. SPONSORSHIP CATEGORIES	18
	D. SCOPE OF SERVICES	18
	E. RIGHTSOFFERED TO DIFFERENT SPONSORS	19
	F. RESTRICTED PRODUCT CATEGORIES	21
	G. MINIMUM SPONSORSHIP FEE FOR DIFFERENT CATEGORIES OF SPONSORS	21
	H. TERM OF SPONSORSHIP	21
	I. SELECTION PROCEDURE	22
	J. PAYMENT OF COMMISION TO AGENCY	22
	K. PAYMENT OF SPONSORSHIP FEE TO SAI	23
ANN	NEXURE III   LOGO PLACEMENT ERROR! BOOKMARK NO	T DEFINED.

#### DISCLAIMER

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

### **KHELO INDIA YOUTH GAMES 2022**

### 1. INTRODUCTION

Khelo India programme aims at strengthening the entire sports ecosystem to promote the twin objectives of mass participation and promotion of excellence in sports. It has been introduced to revive the sports culture in India at the grass-root level by building a framework for all sports played in our country and establish India as a great sporting nation. Khelo India Games is declared as an 'Event of National importance' as on 2nd Jan, 2020 as per sub-section (I) of section 2 of the Sports Broadcasting Signals Act,2007.

### Annual Sports Competitions Vertical of Khelo India Scheme

Under this vertical, First edition of Khelo India School Games (KISG 2018) were successfully conducted from 31<sup>st</sup> January to 8<sup>th</sup> February 2018 in New Delhi with participation of 3507 athletes, 578 Technical Officials, 1453 support staff and 868 Volunteers. The opening ceremony of the games was graced by Hon'ble Prime Minister of India Sh. Narendra Modi.

The Second edition of Khelo India Youth Games, Maharashtra (KIYG 2019) were successfully conducted in Pune from 9<sup>th</sup> January to 20<sup>th</sup> January, 2019 with participation of 5925 athletes, 1096 support staff, 893 Technical Officials and 1021 Volunteers. The grand opening ceremony of the Games was graced by Hon'ble Chief Minister of Maharashtra and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.

The Third Edition of 'Khelo India Youth Games, Assam' (KIYG 2020) was successfully conducted in Guwahati, Assam from 10<sup>th</sup> Jan. to 22<sup>nd</sup> Jan. 2020 in 20 Sports disciplines with participation of 6130 athletes, 1504 support staff, 1074 Technical Officials and 1716 Volunteers (369 Sports Specific Volunteers (SSVs) plus 1347 General Volunteers (GVs), 20 Competition Managers. The grand opening ceremony of the Games was graced by Hon'ble Chief Minister of Assam and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.

The First edition of 'Khelo India University Games, Odisha' (KIUG 2020) was successfully conducted in Bhubaneswar & Cuttack, Odisha from 22<sup>nd</sup> February to 01st March, 2020 in 17 (seventeen) sports disciplines with participation of 3182 athletes, 725 support staff, 740 Technical Officials, 158 Contingent managers, 1076 Volunteers, 17 Competition Managers. The grand opening ceremony of the Games was graced by Hon'ble Prime Minister of India (joined through VC), Hon'ble Chief Minister of Odisha and Hon'ble Union Minister of State (I/C) for Youth Affairs and Sports.

### Khelo India & Corporate Sponsorship

With sports being an extremely important component for development in India, Khelo India aims to create the Khelo India Youth Games and Khelo India University Games a self-sustaining model of excellence. A step ahead to this long-term aim can be achieved with the continuous support from corporate and businesses. Corporate and businesses can extend their contribution in the form of sponsorship for the Khelo India Games. Corporate sponsorship is a great source and the most lucrative form to add additional revenues for the conduct of these games which will lead to development of the sports culture in India.

With the objective of sponsorship being a win-win and work-work, it can also help companies and businesses reach target audience / customer group with additional benefits of garnering goodwill to their brand names. It provides a competitive edge that goes beyond product and price. Both Khelo India and the sponsor can benefit from the partnership with success depending on both working together to ensure each other's success.

# **Benefits of Sponsorship**

The range of events and entities that businesses sponsor is broad. They tend to sponsor from school games and leagues to the Olympics. Over the last four years, Khelo India has established a widespread visibility in variety of sporting ways and through the Khelo India Games which is evolving with every edition.

Sponsorship towards the Khelo India Games can provide the company and business become a part of the event and entity name. Businesses can also establish long-running associations with the Khelo India

Games, serving as sponsor for years so that their connection becomes firmly established in the public perception. This in turn can help them elevate their brand image within and outside of their existing customers.

With additional financial security through potential sponsors, SAI can take the Khelo India Games to an elevated level. It can make the event become stronger providing more resources which can further add more credibility to the mission and vision envisaged during the implementation of the games.

# 2. BID SCHEDULE

The Bid Schedule is as follows:

Date of Release	18.02.2022
Last date for queries /clarifications	22.02.2022
Date Pre-Bid Conference (Video Conference)	22.02.2022, 11:30 hrs.
	https://us02web.zoom.us/j/82632639250?pwd=VXZv
	ckpWenVLallYcWdSUm5HWTlHZz09
	Meeting ID: 826 3263 9250
	Passcode: 1234
Bid Submission start date	24.02.2022
Bid submission end date and time	01.03.2022, 16:00 hrs
Opening of Bid	02.03.2022, 16:30 hrs

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

# 3. ELIGIBILITY CRITERIA

This is a limited RFP floated for the participation of following Sponsorship Agencies that have been Empanelled by SAI vide RFE No. 01-23003(02)/3/2021-HO - Khelo India Division published on 14.10.2021:

- i. Gameplan Sports Private Limited
- ii. ITW Consulting Private Limited
- iii. JSW Sports Private Limited
- iv. Laqshya Event IP Private Limited
- v. SFA Sporting Services Private Limited
- vi. Twenty First Century Media Private Limited

Note :- All the empanelled agencies are expected to participate in the bid, failing which suitable action may be taken.

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

- 4.1 The Bidder shall furnish along with its Bid, Bid Security for an amount of 3,50,000/- (INR Three Lakhs Fifty Thousand Only) only.
- 4.2 The Bid Security is required to protect SAI against the risk of the Bidder's unwarranted conduct as amplified under subsequent sections below. Non-submission of bid security will be considered as major deviation. Bid for the project without Bid Security will not be considered.
- 4.3 Bid security must be submitted to SAI before bid submission end date and time as mentioned in the Bid Schedule above.
- 4.4 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of Bid Security, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate along with all other relevant documents. If no such notification or Registration Certificate along with relevant documents is furnished along with the bid, bid shall be treated as unresponsive and shall be summarily ignored without any further reference.
- 4.5 The Bid Security shall be furnished in one of the following forms:
  - a. Account Payee Demand Draft
  - b. Banker's cheque
  - c. Fixed Deposit (FDR)
  - d. Bank Guarantee from any of the Commercial Banks
  - e. Insurance Surety Bonds(OM No. F.1/1/2022- PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022)
  - f. Any online acceptable method (NEFT/RTGS) as per the following details (the bidder has to submit a copy of UTR No. in case the transaction is done by this method);

A/C NAME : KHELO INDIA

A/C NO. : 108510100037232

BANK NAME : ANDHRA BANK

BANK BRANCH : J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI BRANCH CODE : 1085

IFSC CODE : UBIN0810851

- 4.6 Demand Draft/Bankers Cheque/FDR/BG from scheduled commercial bank drawn in favour of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi are deposited in the office of KHELO INDIA, Room No. 5, 1st Floor, Ramp No 5, JLN Stadium, Lodhi Road on or before scheduled date given in this RFP.
- 4.7 The Bid Security shall be valid for a period of 45 days (forty-five days) days beyond the validity period of the Bid. As validity period of Bid as per clause 5 of this RFP is 75 days, the Bid Security shall be valid for 120 days from the date of opening of Technical Bid.
- 4.8 Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of Security Deposit from that Bidder.
- 4.9 The EMD can be forfeited if an agency:
  - a. Withdraws or amends or impairs or derogates its bid during the period of bid validity.
  - b. Fails to accept orders issued in its favour for execution, and / or violates the terms and conditions of the contract after submission of the bid.
  - c. Successfully gets qualified, but fails to sign the contract within the stipulated time.
  - d. Without prejudice to other rights of SAI, if it fails to furnish the required Performance Security within the specified period.

### 5. BID VALIDITY

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

### 6. SIGNING OF BID

- 6.1 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duty authorized (as mentioned in RFE for Empanelment of Event Management Agencies) to bind the Bidder to the contract.
- 6.2 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting.

### 7. CLARIFICATION OF BID

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

### 8. INSTRUCTIONS TO APPLICANTS

### 8.1 Number of Proposals and respondents

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

### 8.2 Proposal preparation cost

- The Applicants shall bear all costs associated with the preparation and submission of the Proposal.
   SAI will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- All papers submitted with the Proposal are neither returnable nor claimable.
- 8.3 **Right to accept and reject any or all the Proposals**
- Notwithstanding anything contained in this RFP, SAI reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any

liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

- SAI reserves the right to reject any Proposal if:
  - At any time, a material misrepresentation is made or discovered, or
  - The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
  - The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

# 8.4 Amendment of the RFP

- At any time prior to the Proposal Due Date, the SAI, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <u>http://eprocure.gov.in/eprocure/app</u>through a corrigendum and form an integral part of the ebid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the above-mentioned website from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the SAI shall not be responsible for it.
- In order to provide the Applicants a reasonable time to examine the addendum, or for any other reason, SAI may, at its own discretion, extend the Proposal Due Date.
- 8.5 Data identification and collection
- It is desirable that the Applicants submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
- It would be deemed that by submitting the Proposal, the Applicant has:
  - Made a complete and careful examination and accepted the RFP in totality;
  - Received all relevant information requested from SAI and:
  - Made a complete and careful examination of the various aspects of the Scope of Work.
- SAI shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

# Preparation and submission of Proposals

# 8.6 Language and currency

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

- The Applicants shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
- Applicants should provide all the information as per the RFP and in the specified formats. SAI reserves the right to reject any Proposal that is not in the specified formats.
- In case the Applicants intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.
- 8.8 Submission of e-bid/Proposal
- The bid submission module of e-procurement website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>enables the Applicants to submit the Proposal online in response to this RFP published by the SAI. Submission can be done till the Proposal Due Date specified in the RFP. Applicants should start the process well in advance so that they can submit their Proposal in time. The Applicant should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Applicants cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.
- The Applicants have to follow the following instructions for submission:
  - For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website <u>http://eprocure.gov.in/eprocure/app</u>.
  - In addition to the normal registration, the Applicant has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant should fist log on to the etendering system using the user login option on the home page with the login ID and password with which he/she has registered.
  - DSC For successful registration of on e-procurement website 0 http://eprocure.gov.in/eprocure/appthe Applicant must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website http://eprocure.gov.in/eprocure/appis presently accepting DSC issued by these authorities only. The Applicant can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. SAI shall not be held responsible if the Applicant fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
  - The Applicant can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Applicant intends to e-bid/Proposal, from "My tenders" folder, the Applicant can place his/her

e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Applicant should download the RFP document including financial format and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP document in the PDF format.

- After clicking the 'pay offline' option, the Applicant will be redirected to terms and conditions page. The Applicant should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- Before uploading, the Applicant has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Applicant should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Applicant's computer.
- The Applicant should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Applicant and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Applicant can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- Fit India Mission reserves the right to cancel any or all e-bids/Proposals without assigning any reason.
- 8.9 **Deadline** for submission
- E-bid/Proposal (technical and financial) must be submitted by the Applicant at e-procurement website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>no later than the time specified on the Proposal Due Date. SAI may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the SAI and Applicants previously subject to the deadline will thereafter be subject to the deadline, as extended.

# 8.10 Late submission

• The server time indicated in the bid management window on the e- procurement website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Applicant cannot submit his/her e-

bid/Proposal. Applicant has to start the bid submission well in advance so that the submission process passes off smoothly. The Applicant will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

### 8.11 Withdrawal and resubmission of Proposal

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

# 8.12 Selection of **the** Agency

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

8.13 Opening of Proposals

• SAI will open all technical e-bids/Proposals, in the presence of Applicant's representatives who choose to attend on the prescribed date of opening at the SAI office.

- The Applicant's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the SAI, the e-bids shall be opened at the appointed time and place on the next working day.
- The Applicants names and the presence or absence of requisite e-bid/Proposal security and such other details as the SAI at its discretion may consider appropriate, will be announced at the opening. The names of such Applicants not meeting the technical specifications and qualification requirement shall be notified subsequently.

# 9. RIGHT TO VARY SCOPE OF WORK

9.1 SAI may at any time at the time of RFP process or even after award of the contract, by a written order given to the bidder, make changes within the general scope of the Work. The Bid shall accordingly be amended.

### **10. AWARD OF CONTRACT**

- 10.1 SAI reserves the right to accept/reject a bid, to cancel/abort the RFP process and/or reject all bids at any time prior to award of contract, without thereby incurring any liability to the empanelled agencies on the grounds of such actions taken by SAI.
- 10.2 SAI shall award Contract to the highest quoting bidder as defined clause I of Annexure II.

### **11. PERFORMANCE SECURITY**

### 11.1 For Sponsors: Not Applicable

- 11.2 **For Agency:** 3% of the calculated sponsorship value to be paid against the sponsorship value to be submitted within 15 days of finalisation of Sponsor in each category.
- 11.3 **The** Agency shall be required to give Performance Security for the amount equivalent to 3% of the sponsorship value. Performance Security will be in the form of Insurance Surety Bonds(OM No. F.1/1/2022- PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022), Bank Guarantee (BG) of any Commercial Bank drawn in the name of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi to be deposited in the office of Khelo India Secretariat, Ramp 5, North Block, JLN Stadium, Lodhi Road, New Delhi 110003.
- 11.4 SAI will have the right to invoke the Performance Security without assigning any reasons if the selected Agency defaults or deemed to have defaulted or in case the proposed sponsor withdraws and/or default in any terms of the tender documents and empanelment may be cancelled.
- 11.5 Successful Agency shall be required to give Performance Security within 14 days of issuance of Notification of Award by SAI. In the event of default in submission of PBG within the stipulated time, the Agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the "committed sponsorship value" per day of delay subject to a maximum delay of 7 (seven) days. If delay continues beyond 7 (seven) days, SAI shall have the right to cancel empanelment with the right to other legal remedies that may be available under law.
- 11.6 The Performance Security shall be immediately replenished by the Bidder in the event PBG is invoked by SAI.
- 11.7 The Performance Security should remain valid for an additional period of 30(thirty) days beyond the timelines mentioned in the "Letter of Award". For example, if the timelines mentioned to submit the sponsorship amount is 10 days, the PBG shall be valid till 10 days + 30days from the date of project initiation.

#### **12. INTELLECTUAL PROPERTY**

The Sponsorship Agency must ensure that all intellectual property including but not limited to SAI/ Khelo India/ Fit India logo, creatives any work, brand name, trade name, service mark, trademark etc., related to SAI/ Khelo India/ Fit India shall belong to SAI. In no event, the Agency shall, either directly or indirectly, register, file or attempt to register or file any intellectual property in its own name.

The Agency shall be solely responsible for any violation or infringement of any trademark, trade name, copyright, patent of any person, firm or company, personal right of privacy, religious beliefs and/or any other right of any other person including for adherence of regulations, administrative and judicial orders etc.

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

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

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

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

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

### **13. PENALTY CLAUSE**

- 13.1 No commission shall be paid to the Agency in case the contractual obligation is not fulfilled or the sponsorship value is not realized for any reason.
- 13.2 If the agency fails to submit the 90% of the sponsorship fee within the stipulated 7 days after signing of agreement, a penalty of 0.25% per day will be levied on the 90% of the sponsorship value upto a period of 7 days. After the expiry of 14 days from the date of agreement, if the remaining sponsorship fees is not paid, the sponsorship rights will be withdrawn as per the terms and conditions of the agreement.
- 13.3 SAI is entitled to forfeit the Performance Security submitted by the agency in case the sponsor backs out or fails to make payment in accordance with the schedule mentioned in this RFP.

- 13.4 Furthermore, any failure of the agency in fulfilling its contractual obligations may render it liable for termination of empanelment.
- 13.5 In case the event is , terminated or postponed, SAI shall be entitled to seek immediate refund of the commission paid to the agency in accordance with Clause J of the Terms of Reference. For sake of clarity, if money is returned to sponsors in event of cancellation, termination or postponement of the Games, the commission amount paid to sponsorship agency shall also be returned to SAI.
- 13.6 SAI shall be entitled to terminate this contract immediately upon a written notice, in case the Agency is in material breach and/or fail to fulfill its obligations as promised under this agreement provided Agency fails to remedy such breach within 5 days upon notification of the breach.
- 13.7 Any dispute or difference arising between Agency and SAI shall be mutually resolved through amicable discussions failing which a sole arbitrator as mutually appointed by both the parties, arbitration proceedings would be held under the provisions of Arbitration and Conciliation Act, 1996 as amended. The procedure and fee of the Arbitrator shall be in accordance with prevailing policies and procedures of SAI. Any dispute/differences not being the subject matter of such arbitration shall be subject to the jurisdiction of the Courts of Law at Delhi only, as per governing laws.

# Annexure I | COMMERCIAL BID FORMAT

The empanelled Sponsorship Agencies are advised to submit their proposal in provided format on CPP Portal before due date as per Bid Schedule.

Τo,

Director, KI Khelo India Secretariat, JLN Stadium Complex, Lodhi Road, New Delhi - 110003

### Sub: Commitment letter regarding Sponsorships for Khelo India Youth Games 2022.

S. No.	Product	Name of	Amount Committed in INR	
	Category	Sponsor	In figures	In words
Presenting				
Sponsor				
Co-				
Presenting				
Sponsor				
Associate				
Sponsor				

Note:

- a. Account Details for the money to be deposited for sponsorship shall be intimated later."
- b. No conditions should be attached to the proposal.
- c. The amount should be quoted in both figure and words. In case of discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words shall be considered as final price.
- d. If any bidder does not quote for all the three categories of the sponsorship, the bid will still be treated as responsive.

Signature of the Agency: Address: Date:

# Annexure II | TERMS OF REFERENCE

### A. EXCLUSIVE RIGHTS OF OFFICIAL MEDIA PARTNER OF KIYG

Official Media Partner of KIYG has already been finalized and is with star sports. The official Media Partner of KIYG has exclusive media rights globally for KIYG. There are certain rights of Media Partner which are not available for commercial exploitation. Such Media rights includes:

- Right of production of feed.
- Right of broadcast on live and delayed basis, the unlimited duration of the event by means of television and digital transmission.
- Right to commercially exploit all on-air inventory including the right to appoint broadcast sponsors (not on ground sponsors).
- Right of access to players before and after each match/event for the purpose of creating film/audio visuals/ clips or any other form of promotional activity with respect to the event depending on the availability of the player.
- Right to photograph and recording the players as well as their performance during the event, any period ancillary including training and press conferences.
- Right to use such images/audio visuals for the purposes of posters/flyers/promotion or any other advertisement rests exclusively with star India.
- Right to use all recorded information related to the event including all fixture lists, scores and statistical information.
- Right to transmit the event on replay, deferred/delayed basis(in full or in part) via television and digital transmission.
- Right to transmit clip and highlights related to the event by television/digital transmission.
- Right to transmit any audio visual related to the event with interactivity functionality providing enhanced user viewing experience to a person including voting, switching between feeds, participation in contests, quiz etc
- Right to provide services enabling viewers the access on demand/data or information regarding any game or series of games or the team or the players participating in the event as well as to place orders or carry out any revenue generating activity.
- Right to create or monetize any electronic games, interactive media, quiz, competition based on KIYG
- Fixed media rights which includes coverage transmission on home video, DVD, laser disc, VCD or any other fixed electronic storage.
- Right of transmission of audio visuals of the event via any existing or new platforms at theatres, stadiums, parks, hospitals, govt buildings etc.

- Radio rights with respect to audio only coverage of the event.
- Right to use audio visuals of any previous school/ district/state/national events organized by SAI to market the event.
- Right to transmit the coverage of the event in virtual reality format and create text commentary and other editorial descriptions of the event.
- Right to non-game content rights including any behind the scenes coverage, interview with players, support staff and organizers.
- Right of any game, competition, application or any other activation using the branding of the event directly or indirectly which can be exploited via mobile or internet technology
- Right to transmit coverage of the event(live/deferred/delayed) in full or in part in trains or other forms of transport
- Right to use KIYG marks and logos in relation to the conferred rights as well as the right to promote its services and itself as the official media partner of KIYG.

# **B. OBLIGATIONS OF OFFICIAL MEDIA PARTNER OF KIYG**

- The Media Partner (Star Sports) shall mandatory broadcast the event on its top channels on Television and Digital Platforms for 7 (seven) hours per day out of which minimum of five hours will be live.
- A dynamic logo (comprising of the KIYG logo along with presenting sponsor and the event co presenter logo units) will be inserted at the top left corner of broadcast feed by Media Partner (this is subject to approval from SAI)
- The broadcast feed by the media partner would also be transmitted to Prasar Bharti for transmission on its non pay television platforms including DD Free dish.
- The official media partner has the right to appoint broadcast sponsor with respect to primary product category of the event sponsor. However such right shall first be offered to event sponsor. In case of denial by the event sponsor, Media Partner has the liberty to appoint the broadcast sponsor including any person who is competitor of the event sponsor.
- The media partner will produce highlights in atleast 3 languages and broadcast the same on language specific channels and on the digital platform

# C. SPONSORSHIP CATEGORIES

The proposed sponsorship categories are as follows:

- a) Presenting Sponsor
- b) Co Presenting Sponsor
- c) Associate Sponsor

# D. SCOPE OF SERVICES

- Primary role of Sponsorship Agency is to procure sponsorship for the Khelo India Events and identify Event Sponsors for given categories.
- Further, the Sponsorship Agency shall also ensure that the committed amount is transferred in accordance with the schedule as defined in this RFP.
- SAI has the exclusive right to appoint event sponsors as well as to transmit non live coverage of KIYG and highlights on the official website for a maximum of 10 minutes per day of the event on a non-exclusive basis for exploitation on a noncommercial basis. Such clips can also be used by SAI on its social media platform or any other account created for the purposes of the event. Further, SAI has the right to transmit archive content on its official website for exploitation on a noncommercial basis.
- Partners could use their brand activation strategies /techniques prior to the commencement of the event. However, such strategies has to be first aligned with the efforts and scheme of Khelo India and communicated in writing. Prior approval of SAI shall be obtained before commencement of any marketing or activation activitybefore the event is started.
- On ground sponsors could be permitted for conducting any activity outside FOP and within the premises of the event for the purposes of any brand advertisement or promotion. However, if the brand sponsor decides to circulate digitally such ad/promotions or any other clip related thereto, the same shall exclude the use of KIYG logo or any other composite logo created for the purposes of the event. Prior approval of SAI shall be obtained before commencement of any marketing or activation activity to be undertaken during or after the event.
- Any covert or overt form of expression/ exaggeration/ leverage using KIYG text/logo/verbal indication must be sought by SAI in writing and has to be decided in consultation with SAI.
- In order to avoid any miscommunication/conflict of interest, anyform of communication among different stakeholders of KIYG (i.e. Media Partner, Event Sponsors, Empanelled Agencies, Event Organizers etc.) shall take place only through SAI.

# E. RIGHTSOFFERED TO DIFFERENT SPONSORS

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

S. No.	Rights offered	Presenting Sponsor	Co-Presenting Sponsor	Associate Sponsor
1	Logo Placement on bottom panel of venue branding collaterals	Main Arch gate, Drop Downs, Pole/pillar branding, Standees, Flex banners, wall branding, and on all Games' collaterals – booklets& schedules.	Drop Downs, Pole/pillar branding, Standees, Flex banners, wall branding, and on all Games' collaterals – booklets& schedules.	Drop Downs, Pole/pillar branding, Standees, Flex banners&wall branding.

2	FOP branding	20%	10%	5%
Ē	static boards Standard perimeter	2070	10/0	570
	boards with size 8 feet x 2.5 feet			
3	Inclusion in press conference on	Yes	Yes	No
	mutually agreeable terms			
4	Mention in all official press releases as partners	Yes	Yes	Yes
5	VVIP hospitality passes for each day	30	20	10
	Event			
6	VVIPs passes for opening and closing	20	10	05
	ceremonies			
7	Product display at FOP (subject to approval of GTCC) and VVIP lounge	Yes (FOP & VVIP lounge)	Yes (VVIP Lounge)	No
	approval of Gree) and vvip lounge	(FOP & VVIP lounge)	(VVIP Lounge)	
8	Rights to display product / service at	Yes	Yes	Yes
	venue (other than FOP and VVIP			
	Lounge) with the prior alignment of			
	Khelo India Sectt. as for the type of			
	product and its placement &			
	exposure levels			
9	Award distribution by sponsors	8	4	2
10	Official Sports Kit	100 Kits	50 Kits	15 Kits
11	On-ground activation	Yes	Yes	Yes
12	Meet & Greet at Opening Ceremony	Yes	Yes	Yes
13	Presence on Games website	Yes	Yes	Yes
14	customized social media posts per	10	8	6
14	brand pre and during the games		0	U U
	the particular of the particular			
15	Rights to undertake a joint	Yes	Yes	Yes
	consumer contest with Khelo India			
	(subject to approvals from SAI)			
16	Logo on apparel/kit of the players	Yes	Yes	No
	(as per Annexure III)			

# F. RESTRICTED PRODUCT CATEGORIES

The following product categories shall be restricted for any kind of association with KIYG:

- 1. Tobacco Products
- 2. Weapons and Explosives
- 3. Derogatory Personal, Political, and Religious Content
- 4. Spy Cams and Surveillance Equipment
- 5. Counterfeit Goods
- 6. Fake Documents
- 7. Adult Products and Services
- 8. Penny Auctions
- 9. Alcohol
- 10. Body Parts
- 11. Cannabis
- 12. Dating
- 13. Drug Tests and Exam-Taking Services
- 14. Fake Followers Services
- 15. Gambling
- 16. Hacking and Surveillance
- 17. Illegal Automobile Modification Products

- 18. Lottery
- 19. Multi-Level Marketing
- 20. Over-the-Counter Drugs
- 21. Payday and Short-Term Loans
- 22. Personal Loans
- 23. Online Pharmacies
- 24. Politics
- 25. Recreational Drugs
- 26. Prescription Drugs
- 27. Rehab
- 28. Reproductive Health
- 29. Spyware and Malware
- 30. Subscription Services
- 31. Unauthorized Set-Top Boxes
- 32. Unsafe Supplements
- 33. Binary Options
- 34. Any other category that MYAS/SAI on its sole discretion feels inappropriate to be included as Sponsor

# G. MINIMUMSPONSORSHIP FEE FOR DIFFERENT CATEGORIES OF SPONSORS

The minimum bid (offer submitted by bidders) shall not be less than the amount given in the following table:

S. No	Sponsorship Category	Minimum Amount
1	Presenting Sponsor	INR 1.00 Crores
2	Co – Presenting Sponsor	INR 0.50 Crores
3	Associate Sponsor	INR 0.25 Crores

### H. TERM OF SPONSORSHIP

The maximum tenure of Sponsorship rights shall only be for the upcoming edition scheduled to be held in Haryana.

### I. SELECTION PROCEDURE

The sponsorship value for KIYG 2022 edition shall be the basis of selection of Agency. All the bidders shall submit their offers as per the commercial bid format. After opening of commercial bids, highest offers in each category in terms of value shall be selected and awarded the bid. However, in case, the highest bidder for category 2 or 3 is more than the category 1, then the rights of category 1 will be conferred to category 2 or 3, considering the highest quoted amount. Second highest amount offered in any category shall be given preference in category 2. In case, that bidder refuses for category 2 rights, then the next highest shall be offered category 2 rights and so on.

In case of tie between the bidders, meaning thereby two or more bidders emerging as H1 in any category, equal opportunity shall be extended to the respective bidders and they will be called for upward negotiations. Any bidder whoever is offering higher value than others shall be awarded the bid. In case the negotiations fail, the decision shall be finalised through a draw of lots done in presence of bidders as well as third party observers.

In case of less than three bids are received of value more than prescribed value in this RFP, SAI shall have the right to consider the bidder offering the next highest value.

<u>Note :-</u> If the empanelled agency and the bid winner is same, then there should be no commission given to the agency. If the bid winner is a separate legal entity, then the commission will be given.

### J. PAYMENT OF COMMISION TO AGENCY

The agency will be paid commission on reaching desired targets as per the following: A) For Sponsors

Target Amount	Commission offered
1 Crore to 1.50 Crore	5% of realized amount=A
More than 1.50 Crores but less than 3.00 crores	A+ 10% of realized
	amount in this slab=B
More than 3.00 Crores	B + 15% of realized
	amount

### B) For Co-sponsors

Target Amount	Commission offered
50 Lakhs to 1 Crore	5% of realized amount=A
More than 1 Crore but less than3 Crores	A + 10% of realized
	amount in this slab=B
More than 3.00 Crores	B + 15% of realized
	amount

C) For Associate sponsors

Target Amount	Commission offered
25 Lakhs to 1 Crore	5% of realized amount=A
More than 1.00 Crores but less than 1.50 Crore	A + 10% of realized amount realised in this slab = B
More than 1.50 Crores	B + 15% of realized amount

- a. Taxes/TDS shall be deducted as per the rules of Govt. of India.
- b. The commission pay-out shall be made within three weeks upon realisation of the fees for each edition.

# K. PAYMENT OF SPONSORSHIP FEE

After a Sponsor is finalised, the Non-refundable Sponsorship fee shall be paid in following manner:

- a. An agreement shall be signed between SAI and the Agency.
- b. The Agency shall initially deposit 10% of the committed amount before the signing of the agreement and the remaining amount may be deposited within 7 days of the signing of agreement or 21 days before the event which ever is earlier

Note: Once the bid is accepted by SAI, the respective agency shall be responsible for payment of Sponsorship amount to SAI and shall have to pay the committed amount irrespective of the its further realization from sponsors.

### Annexure III LOGO Placement



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

**For Co Presenting Sponsor** - The logo shall be placed on one side the sleeve of the athlete jersey/ apparel as Length 1.5 inches and Width 3 inches.

Note – The logos of sponsors shall be placed only on playing kits.

# Corrigendum No. 3

BidReferenceNo.01-23002(01)/4/2022-HO - Khelo India Division

Dated: 11.03.2022

#### Sub: <u>Corrigendum No.3 to the above referred tender document for Hiring Of</u> <u>Sponsorship Agency For Khelo India Youth Games2021</u>

The following changes are incorporated to the bidding document:

S. no	Clause No	Existing :	ReadAs:
1.	ANNEXURE 'II' CLAUSE J PAYMENT TO COMMISSION TO AGENCY	The commission pay-out shall be made within three weeks upon realisation of the fees for each edition.	The commission pay-out shall be made within three weeks upon realisation of the fees for <b>this edition</b> .
2.	4. BID SECURITY/ EARNEST MONEY DEPOSIT	Clause 4.8 Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of Security Deposit from that Bidder	Clause 4.8 Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of <b>Performance Security</b> from that Bidder.
3.	4. BID SECURITY/ EARNEST MONEY DEPOSIT	SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI BRANCH CODE : 1085	A/C NAME :SECRETARY SAI (KHELO INDIA) A/C NO. : 108510100037232 BANK NAME : UNION BANK OF INDIA BANK BRANCH : J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI BRANCH CODE : 1085 IFSC CODE : UBIN0810851

S. по	Clause No	Existing	ReadAs:
4.	CLAUSE 12 INTELLECTUAL PROPERTY	all intellectual property including but no limited to SAI/ Khelo India/ Fit India logo, creatives any work, brand name trade name, service mark, trademark etc. related to SAI/ Khelo India/ Fit India shal belong to SAI. In no event, the Agency shall, either directly or indirectly, register file or attempt to register or file any intellectual property in its own name.	The Sponsorship Agency must ensure that all intellectual property including but not alimited to SAI/ Khelo India/ Fit India logo, creatives any work, brand name, trade name, service mark, trademark etc., related to SAI/ Khelo India/ Fit India shall belong to SAI. In no event, the Agency shall, either directly or indirectly, register, file or attempt to register or file any intellectual property in its own name. The winning bidder (sponsorer) may use the Khelo India Logo only for the intended purpose of naming themselves as Official Sponsor (in that category) to the Khelo India Youth Games 2021 However, the same may be used only for 120 days after the last day of Khelo India Youth Games 2021. The Agency shall be responsible to ensure that the sponsorer does not continue to use the logo beyond 120 days. In case the sponsor is using the logo beyond 120 days , suitable action may be taken
	ANNEXURE I "COMMERICIAL BID FORMAT"	If any bidder does not quote for all the three categories of the sponsorship, the bid will still be treated as responsive.	against the agency, which may include de-empanelment of agency. If any bidder does not quote for all the three categories of the sponsorship, the bid will still be treated as responsive. However, if the bidder quotes lower than the table mentioned in Clause G (Minimum Sponsorship Fee For Different Categories Of Sponsors) of Annexure II, the bid will be treated as non responsive.
		<ul> <li>mandatory broadcast the event on its top channels on Television and Digital Platforms for 7 (seven) hours per day out of which minimum of five hours will be live.</li> <li>A dynamic logo (comprising of the KIYG logo along with presenting sponsor and the event co presenter logo units) will be inserted at the top left corner of</li> </ul>	The Media Partner (Star Sports) shall mandatory broadcast the event on its top channels on Television and Digital Platforms for 7 (seven) hours per day out of which minimum of five hours will be live. • A dynamic logo (comprising of the KIYG logo along with presenting sponsor and the event co presenter logo units) will be inserted at the top left corner of broadcast feed by Media Partner (this is

S. no	Clause No	Existing :	ReadAs:
		<ul> <li>The broadcast feed by the media partner would also be transmitted to Prasar Bhartifor transmission on its non pay television platforms including DD Free dish.</li> <li>The official media partner has the right to appoint broadcast sponsor with respect to primary product category of the event sponsor. However such right shall first be offered to event sponsor. In case of denial by the event sponsor, Media Partner has the liberty to appoint the broadcast sponsor including any person who is competitor of the event sponsor.</li> <li>The media partner will produce highlights in atleast 3 languages and broadcast the same on language specific</li> </ul>	would also be transmitted to Prasar Bhar for transmission on its non pay television platforms including DD Free dish. • The official media partner has the rig to appoint broadcast sponsor with respect to primary product category of the event sponsor. However such right shall first he offered to event sponsor. In case of denii by the event sponsor, Media Partner he the liberty to appoint the broadcast sponsor including any person who competitor of the event sponsor. • The media partner will product highlights in atleast 3 languages and broadcast the same on language specific
7.	ANNEXURE'II' CLAUSE E		channels and on the digital platform Note- Event Sponsor means any or a of the 3 categories of sponsors (i.d Presenting, co-presenting & associate In continuation of the table 17. Right to make promo film/conter
	RIGHTSOFFERE D TO DIFFERENT SPONSORS		pre, during or post event at their ow cost (promotional purposes) or usage of athlete/player images for promotion purposes.
			The shoot time or usage of logo of digital properties or bran communication or use of image of brand ambassador along with Khe India logo or Khelo India logo for marketing communication can also be undertaken by the sponsore
			All communication elements needs to be approved by SAI before the launce of the same
		and the second	Available for all categories of sponsor Note – With regard to S. No 17, the san may be used only for 120 days after th

S. 10	Clause No	Existing :	ReadAs:
			2021. The Agency shall be responsible to ensure that the sponsorer does not continue to use the said content beyon 120 days. In case the sponsorer is usin the said content beyond 120 days suitable action may be taken against the agency, which may include do empanelment of agency.
3		SELECTION PROCEDURE	SELECTION PROCEDURE
-	CLAUSE I "SELECTION PROCEDURE"	The sponsorship value for KIYG 2022 edition shall be the basis of selection of Agency. All the bidders shall submit their offers as per the commercial bid format. After opening of commercial bids, highest offers in each category in terms of value shall be selected and awarded the bid. However, in case, the highest bidder for category 2 or 3 is more than the category 1, then the rights of category 1 will be conferred to category 2 or 3, considering the highest quoted amount. Second highest amount offered in any category shall be given preference in category 2. In case, that bidder refuses for category 2 rights, then the next highest shall be offered category 2 rights and so on. In case of the between the bidders, meaning thereby two or more bidders emerging as H1 in any category, equal opportunity shall be extended to the respective bidders and they will be called for upward negotiations. Any bidder whoever is offering higher value than others shall be awarded the bid. In case the negotiations fail, the decision shall be finalised through a draw of lots done in presence of bidders as well as third party observers. In case of less than three bids are received of value more than prescribed value in this RFP, SAI shall have the right to consider the bidder offering the next highest value.	The sponsorship value for KIYG 2022 edition shall be the basis of selection o Agency. All the bidders shall submit their offers as per the commercial bid format. After opening of commercial bids, highest offers in each category in terms of value shall be selected and awarded the bid. However, in case, the highest bidder for category 2 or 3 is more than the category 1, then the rights of category 1 will be offered to category 2 or 3, considering the highes quoted amount. Second highest amount offered in any category shall be given preference in category 2. In case, that bidder refuses for category 2 rights, then the next highest shall be offered category 2 rights and so on. In case of tie between the bidders, meaning thereby two or more bidders emerging as H1 in any category, equal opportunity shall be extended to the respective bidders and they will be called for upward negotiations. Any bidder whoever is offering higher value than others shall be awarded the bid. In case the negotiations fail, the decision shall be finalised through a draw of lots done in presence of bidders as well as third party observers. In case of less than three bids are received of value more than prescribed value in this RFP, SAI shall have the
		Note :- If the empanelled agency and the	right to consider the bidder offering the next highest value.
		bid winner is same, then there should be	

S. no	Clause No	Existing :		Read A	As:
			Note :- If the empanelled agency and the bid winner is same, then the should be no commission given to the agency. If the bid winner is a separa legal entity, then the commission will be given.		
9	CLAUSE K PAYMENT OF SPONSORSHIP	PAYMENT OF SPONSORSHIP FEE	PAYMENT OF SPONSORSHIP FEE& TIMELINE Ts Timeline Activity		
	FEE	in following manner:	Т	Т	Notification of Award
		a. An agreement shall be signed between SAI and the Agency.	<b>T</b> 1	T+14 days	Deposit of 10% of the Committed Amount
		b. The Agency shall initially deposit 10% of the committed amount before the signing of the agreement and the remaining amount may be deposited within 7 days of the signing of agreement or 21 days before the event which ever is earlier		T+15 days	Signing of Agreement and Deposit of Performance Security (If Staggering not allowed)
		Note: Once the bid is accepted by SAI, the respective agency shall be responsible for payment of Sponsorship amount to SAI and shall have to pay the committed amount irrespective of the its further realization from sponsors	Τ3	T2 + 7 days or 21 days before the event whicheve r is later	Deposit remaining 90% of the Committed Amount & Performance Security if staggering is allowed.
			T4	T3 + 21 days	Commission pay out to agency
		and a second	the re respons Spons pay th irresp	spective age nsible for pa orship amo ne committe	unt and shall have to d amount e its further
10	ANNEXURE I COMMERCIAL BID FORMAT	<ul> <li>a. Account Details for the money</li> <li>be deposited for sponsorship shall be itimated later."</li> <li>b. No conditions should be ttached to the proposal.</li> <li>c. The amount should be quoted in oth figure and words. In case of iscrepancies in the prices mentioned in he figure and word, the prices nentioned in the words shall be onsidered as final price.</li> </ul>	Insertion in Commercial Bid Fo as point (e) "Taxes due to SAI will be consi part of the sponsorship but taxo to the sponsor will not be consid		mercial Bid Format I will be considered orship but taxes due I not be considered d need to be borne by rately and shall not be

S. no	Clause No	Existing	ReadAs:
		If any bidder does not quote for all the three categories of the sponsorship, the bid will still be treated as responsive.	
11	CLAUSE 13	13. PENALTY CLAUSE 13.1 No commission shall be paid to the	13. PENALTY CLAUSE 13.1 No commission shall be paid to the
	PENALTY CLAUSE	Agency in case the contractual obligation is not fulfilled or the sponsorship value is	Agency in case the contractual obligation is not fulfilled or the sponsorship value is
		not realized for any reason. 13.2 If the agency fails to submit the	not realized for any reason. 13.2 If the agency fails to submit the
		stipulated 7 days after signing of	90% of the sponsorship fee within the stipulated 7 days after signing of agreement or 21 days before the event
		will be levied on the 90% of the sponsorship value upto a period of 7	whichever is later, a penalty of 0.25% per day will be levied on the 90% of
		days. After the expiry of 14 days from	the sponsorship value upto a period of 7 days, if the remaining sponsorship
	κ.	sponsorship rights will be withdrawn as	fees is not paid, after the expiry of 14 days beyond the stipulated period for
		per the terms and conditions of the agreement.	paying the same or start of the event whichever is later the sponsorship
			rights will be withdrawn as per the terms and conditions of the agreement. 13.3 SAI is entitled to forfeit the
		fails to make payment in accordance with	
		13.4 Furthermore, any failure of the	fails to make payment in accordance with the schedule mentioned in this RFP.
		obligations may render it liable for termination of empanelment.	13.4 Furthermore, any failure of the agency in fulfilling its contractual
		postponed, SAI shall be entitled to seek	obligations may render it liable for termination of empanelment.
			postponed, SAI shall be entitled to seek
		clarity, if money is returned to sponsors	immediate refund of the commission paid to the agency in accordance with Clause J of the Terms of Reference. For sake of
		postponement of the Games, the	clarity, if money is returned to sponsors in event of cancellation, termination or
		agency shall also be returned to SAI. 13.6 SAI shall be entitled to terminate	postponement of the Games, the commission amount paid to sponsorship
			agency shall also be returned to SAI. 13.6 SAI shall be entitled to terminate

S. no	Clause No	Existing	ReadAs:
-		breach and/or fail to fulfill its obligations	this contract immediately upon a writter
	and the second se	as promised under this agreement	notice, in case the Agency is in material
		provided Agency fails to remedy such	breach and/or fail to fulfill its obligation
			as promised under this agreement
		the breach.	provided Agency fails to remedy such
		13.7 Any dispute or difference arising	breach within 5 days upon notification of
		between Agency and SAI shall be	the breach.
		mutually resolved through amicable	13.7 Any dispute or difference arising
		discussions failing which a sole arbitrator	
			mutually resolved through amicable
		parties, arbitration proceedings would be	
			as mutually appointed by both the
		and Conciliation Act, 1996 as amended.	parties, arbitration proceedings would b
		The procedure and fee of the Arbitrator	held under the provisions of Arbitration
			and Conciliation Act, 1996 as amended
		policies and procedures of SAI. Any	The procedure and fee of the Arbitrator
			shall be in accordance with prevailing
		matter of such arbitration shall be subject	
		to the jurisdiction of the Courts of Law at	
		Delhi only, as per governing laws.	matter of such arbitration shall be subject
			to the jurisdiction of the Courts of Law
			Delhi only, as per governing laws.
2	1	11. PERFORMANCE SECURITY	11. PERFORMANCE SECURITY
. 2	CLAUSE 11		11.1 For Sponsors: Not Applicable
	E A CALCORA		11.2 For Agency: 3% of the calculate
	PERFORMANC		sponsorship value to be paid within 1
	E SECURITY	sponsorship value to be submitted within	
		15 days of finalisation of Sponsor in each	
			is substantially higher then SAI may
			allow for the deposition of the
			Performance security in staggered
			manner with valid justification, but
			this shall not exceed 7 days of the
			signing of agreement or 21 daysbefor
			the event whichever is later.
			11.3 The Agency shall be required to
			give Performance Security for the
			amount equivalent to 3% of the
			sponsorship value. Performance Securit
			will be in the form of Insurance Surety
			Bonds, Bank Guarantee (BG) of any
			Commercial Bank drawn in the name o
		the office of Khelo India Secretariat,	"SECRETARY (SAI), KHELO INDIA
			payable at New Delhi to be deposited in
			the office of Khelo India Secretariat,
		11.4 SAI will have the right to invoke the	
			Lodhi Road, New Delhi - 110003.
		any reasons if the selected Agency defaults or deemed to have defaulted or	11.4 SAI will have the right to invoke
		particular and a second s	the Performance Security without assigning any reasons if the selected
		THE CASE THE DEODOSED SDODSOF WITHIN WS	assigning any reasons it the celected

S. no	Clause No	Existing	ReadAs:
		example, if the timelines mentioned to submit the sponsorship amount is 10 days, the PBG shall be valid till 10 days + 30days from the date of project initiation.	within the stipulated time, the Agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the "committed sponsorship value" per day of delay subject to a maximum delay of 7 (seven) days unless payment in staggered manner is allowed, If delay continues beyond 7 (seven) days, SAI shall have the right to cancel empanelment with the right to other legal remedies that may be available under law. 11.6 The Performance Security shall be immediately replenished by the Bidder in the event Performance Security is invoked by SAI. 11.7 The Performance Security should remain valid for an additional period of 30(thirty) days beyond the timelines mentioned in the "Letter of Award". For example, if the timelines mentioned to submit the sponsorship amount is 10 days, the Performance Security shall be
13	INTRODUCTIO N	INTRODUCTION Khelo India programme aims at strengthening the entire sports ecosystem to promote the twin objectives of mass participation and promotion of excellence in sports. It has been introduced to revive the sports culture in India at the grass-root level by building a framework for all sports played in our country and establish India as a great sporting nation. Khelo India Games is declared as an 'Event of National importance' as on 2nd Jan, 2020 as per sub-section (I) of section 2 of the Sports Broadcasting Signals Act,2007.	valid till 10 days + 30 days. INTRODUCTION Khelo India programme aims at strengthening the entire sports ecosystem to promote the twin objectives of mass participation and promotion of excellence in sports. It has been introduced to revive the sports culture in India at the grass-root level by building a framework for all sports played in our country and establish India as a great sporting nation. One of the five verticals of Khelo India scheme is Sports competition and Talent Development which provides for organizing sports competitions including Khelo India Youth Games. Khelo India Games is

S. no	Clause No	Existi :	ng	ReadA	S:
					2nd Jan, 2020 as per ection 2 of the Sports
14	CLAUSE 3 ELIGIBILITY CRITERIA		on may be taken.	expected to particip reserves the right to as deemed fit inclu	o take suitable action ding cancellation of se of non-participatior
15	CLAUSE J OF A PAYMENT OF COMMISION	The agency will be reaching desired tau following: A) For Sponso		The agency will be reaching desired ta following: A) For Sponso	
	TO AGENCY	Target Amount	Commission Offered	Target Amount	Commission Offered
		1 Crore to 1.50	5% of realized	1 Crore to 1.50	5% of realized
		Crore	amount=A	Crore	amount=A
		More than 1.50	A+10% of realized	More than 1.50	A+10% of realized
		Crores but less	amount in this	Crores but less	amount in this
		than 3.00 crores	slab=B	than 3.00 crores	slab=B
		More than 3.00	B + 15% of realized	More than 3.00	B + 15% of realized
		Crores	amount	Crores	amount beyond INF
		B) For Co – Sponsors			3.00 Crores
		Target Amount	Commission Offered	B) For Co – Sp	oonsors
	and the second sec	50 Lakhs to 1.00	5% of realized	Target Amount	Commission Offered
		Crore	amount=A	50 Lakhs to 1.00	5% of realized
		More than	A+10% of realized	Crore	amount=A
		1.00Crores but	amount in this	More than	A+10% of realized
		less than 3.00	slab=B	1.00Crores but	amount in this
		crores		less than 3.00	slab=B
		More than 3.00	B + 15% of realized	crores	
		Crores	amount	More than 3.00	B + 15% of realized
		C) For Associa	ite Sponsors	Crores	amountbeyond INR 3.00 Crores
				C) For Associa	
		Target Amount	Commission Offered	12	0. 11.000
		25 Lakhs to 1.00	5% of realized	Target Amount	Commission Offered
		Crore	amount=A	25 Lakhs to 1.00 Crore	5% of realized
		More than 1.00Crores but	A+ 10% of realized amount in this	More than	amount=A A+10% of realized
		less than 1.50	slab=B	1.00Crores but	amount in this
		crores	5140-1	less than 1.50	slab=B
		More than 1.50	B + 15% of realized	crores	5140-15
		Crores	amount	More than 1.50	B + 15% of realized
			amount	Crores	amount beyond INF 1.50 Crores

S. no	Clause No	Existing :	ReadAs:
16	CLAUSE 9 RIGHT TO VARY SCOPE OF WORK	SAI may at any time at the time of RFP process or even after award of the contract, by a written order given to the bidder, make changes within the general scope of the Work. The Bid shall accordingly be amended.	SAI may at any time during RFP process, by a written order given to the bidder, make changes within the general scope of the Work. The Bid shall accordingly be amended.
17	CLAUSE 6 SIGNING OF BID	Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duty authorized (as mentioned in RFE for Empanelment of Sponsorship Agencies) to bind the Bidder to the contract.	Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duty authorized (as mentioned in RFE for Empanelment of Sponsorship Agencies) to bind the Bidder to the contract. In case of non-availability of authorized signature as mentioned in the RFE, the bidder can authorize any other person to sign the bid documents. An under taking to this effect shall be submitted (As per format attached in Annexure IV)
	ANNEXURE III LOGO PLACEMENT	The logos of sponsors shall be placed only on playing kits.	The logos of sponsors shall be placed only on playing kits(Apparels worn by athlete while participating in his/her event/sports discipline and does not include apparel worn during practice or on any other occassion).

All other contents of the Bid Document including terms & conditions remain unaltered.

Harish Babu P. 11/03/20 Link Officer to DD - KI The prebid queries received from various perspective bidders and the reply to the same is attached below for information

S. No	Query	Clarification
1	Can the winning bidder in eachcategory mentioned create commercial short form content before, during andafter the games at their own cost andwith the approval of SAI and/or relevant authorities?	Winning Bidder in each category may do so for promotional purposes subject to prior approval of SAI and by sharing Concept plan & Promo However, the same may be used by the sponsorer only for 120 days after the last day of Khelo India Youth Games 2021. The Agency shall be responsible to ensure that the sponsor does not continue to use the said content beyond 120 days. In case the sponsorer is using the said content beyond 120 days, suitable action may be taken against the agency, which may include de- empanelment of agency.
2	Once a name of sponsor is submitted, under any circumstances, can the sponsor's name be replaced at the same value at which the bid was won? Can the agency name multiple potential sponsors for a category and select one from the provided names?	The name of the sponsor submitted in the bid shall be firm and final. No, the bidder is required to provide only one sponsor name in one category. However, it is not mandatory for the bidder to quote for every category.
3	Can agency submit multiple bids in a single category?	No, the agency is required to submit a single bid in a single category.
4	What exactly does it mean by playing kits only? What is the quantity of apparel/kits?	Only Jersey's which are used by players while playing in Khelo India Youth Games 2021. The quantity of playing kits is around 4000.
5	What if bid is lower than minimum value in a respective category?	Bid will be treated as non responsive. Please refer Clause G (Minimum Sponsorship Fee For Different Categories Of Sponsors) of Annexure II. If any bidder does not quote for all the three categories of the sponsorship, the bid will still be treated as responsive. However, if the bidder quotes lower than the table mentioned in Clause G (Minimum Sponsorship Fee For Different Categories Of Sponsors) of Annexure II, the bid will be treated as non responsive.
6	Can the winning bidder use the KheloIndia Logo or other credentials on theirown digital or other properties as official sponsors to the Khelo India Youth Games?	The winning bidder may use the Khelo India Logo only for the intended purpose of naming themselves as Official Sponsor (in that category) to the Khelo India

S. No	Query	Clarification
		Youth Games 2021. However, the same may be used by the sponsorer only for 120 days after the last day of Khelo India Youth Games 2021. The Agency shall be responsible to ensure that the sponsor does not continue to use the said content beyond 120 days. In case the sponsorer is using the said content beyond 120 days, suitable action may be taken against the agency, which may include de-empanelment of agency.
7	We request SAI to kindly intimate the date of final selection of the successful bidder.	SAI intends to complete the selection process at the earliest. Please refer to Bid Schedule for opening of bids.
8	We request SAI to kindly clarify when will the successful bidder receive the security deposit/ Earnest Money Deposit (EMD) in case of non-selection.	Please refer Clause 4.8 of the RFP.
9	We request SAI to kindly clarify that after selection of the successful bidder within how many days will the successful bidder receive the Agreement from SAI? After receiving such Agreement within how many days shall the bidder sign and send the Agreement back to SAI?	SAI intends to complete the selection process at the earliest.
10	We request SAI to clarify if the bidders can give details of potential sponsors / product categories and SAI can provide a reasonable timeline to finalize the same once the bidder is declared successful.	The name of the sponsor submitted in the bid shall be firm and final.
11	Kindly let us know if the evaluation and final selection by SAI for the bid depends on the bid value or the sponsors that the bidder propose to engage or both?	Please refer Clause F and I of Annexure II of RFP.
12	We kindly ask for clarity on the possibility of having flexibility to get more than one sponsor for a particular slot? Eg- we divide the entitlements for the associate sponsor slot between two or more sponsors.	Only one (1) sponsor for each category to be quoted as defined in RFP.
13	We request SAI to give us clarity on if there are important benefits like athlete/player images and shoot time which will be required by the presenting/ co-presenting partner. Can bidders look at including them in the packages?	Winning Bidder in each category may do so for promotional purposes subject to prior approval of SAI and by sharing Concept plan & Promo However, the same may be used by the sponsorer only for 120 days after the last day of Khelo India Youth Games 2021. The Agency shall be responsible to ensure that the sponsor does not continue to use the said content beyond 120 days. In case the sponsorer is using the said content beyond 120 days, suitable action may be taken against the agency, which may include de- empanelment of agency.

S. No	Query	Clarification
14	We request SAI to clarify that in the unfortunate event, if the nominated brand backs out post the bid being awarded to a bidder, would SAI allow some time The brand that we're getting if the brand back out after the bid, will we have some time to procure a new brand with the same value as quoted under the bid	No change in RFP.
15	We request SAI to clarify that with what authority shall the bidder approach a brand for proposing sponsorship opportunities in the event where the bidding result is still notreleased.	No change in RFP.
16	We kindly request SAI toas to what should be interpreted with the word "edition".	Edition is defined as Khelo Indi Youth Games 2021 (Haryana) The clause in Annexure II unde Clause J Sub Clause b. may be read as : "The commission pay-out shall b made within three weeks upon realisation of the fees for thi edition"
17	We request SAI to kindly clarify the if the 10% of the committed amount to be deposited is inclusive of the EMD paid or over and above the EMD paid at the time of bidding.	The EMD is different from the deposit of 10% of the Committee Amount of sponsorship value before the signing of agreement Clause 4.8 of the RFP may be read as : Bid Security of unsuccessfu Bidders will be returned to then without any interest, after expiry o the Bid validity period, but not late than 30 (thirty) days after conclusion of the resultant Contract. Successfu Bidder's Bid Security will be returned without any interest, after receipt of <b>Performance Security</b> from that Bidder.
18	Will a sponsor have access to content/ footage from the games to create a film either pre, during or post the event?	Winning Bidder in each categor may do so for promotional purpose subject to prior approval of SAI an by sharing Concept plan & Promo However, the same may be used b the sponsorer only for 120 days after the last day of Khelo India Yout Games 2021. The Agency shall b responsible to ensure that the sponsor does not continue to use the said content beyond 120 days. I case the sponsorer is using the sai content beyond 120 days, suitable action may be taken against the agency, which may include det
19	Can a sponsor continue their brand communication using the KIYG logo unit post event and for how long?	empanelment of agency. Winning Bidder in each categor may do so for promotional purpose

S. No	Query	Clarification
20	What is the modio and DD plan of the court in the set	subject to prior approval of SAI and by sharing Concept plan & Promo. However, the same may be used by the sponsorer only for 120 days after the last day of Khelo India Youth Games 2021. The Agency shall be responsible to ensure that the sponsor does not continue to use the said content beyond 120 days. In case the sponsorer is using the said content beyond 120 days, suitable action may be taken against the agency, which may include de- empanelment of agency.
	What is the media and PR plan of the event in terms of hoarding, print ad inserts, and radio integration? Will sponsors be included/ mentioned here?	Please refer Clause E of the Annexure II of the Terms of Reference.
21	Can sponsor representatives be present at the press conference? How many press conferences in total are expected during the event?	No change in RFP.
22	Can pain relief and deo brands be excluded from the 'over the counter' restricted categories?	Please refer to Clause F of Annexure II of RFP.
23	Can a sponsor use the image of their brand ambassador along with the KIYG logo unit in their media/ brand communication?	Winning Bidder in each category may do so for promotional purposes subject to prior approval of SAI and by sharing Concept plan & Promo. However, the same may be used by the sponsorer only for 120 days after the last day of Khelo India Youth Games 2021. The Agency shall be responsible to ensure that the sponsor does not continue to use the said content beyond 120 days. In case the sponsorer is using the said content beyond 120 days, suitable action may be taken against the agency, which may include de- empanelment of agency.
24	What are the number of participants, officials, and support staff expected to be present at the event? How many venues would the games be played at?	The total participants and officials no. will be approximately 9000+ and 5 Cities namely Panchkula, Chandigarh, Shahabad, Ambala & Delhi
25	Kindly share deck with previous editions media coverage and relevant statistics vide participation numbers and any other headlines + this edition proposed headlines on the same parameters	Please refer Clause B of Annexure II. For further details, please log on to Khelo India Website.
26	Do share SPOC details (decision making level contact details) who can come on for a short call during important closure meetings with a couple of our hot prospects (sponsors who are keen to submit bids )	Point of Contact will be shared only after award of sponsor in each category and in due course of time.

S. No	Query	Clarification
27	What would be the exact start and end date of the KIYG 2022	KIYG 2021 is expected to be held in
	as this would be helpful while sharing proposals with potential	June 2022. Final dates will be
	sponsors?	intimated in due course.
28	What would be the earliest date by when the agencies will be	Star Sports is the official Broadcast
20	receiving valuable information such as details of broadcast	Partner, Please refer S. no 25 for
	platforms, previous reach numbers of the games, statistics, PR	other details.
	coverage etc.?	other details.
29	What is the Term up to which the 3 categories of sponsors	The winning bidder may use the
29	would be able to use content and association with the KIYG	Khelo India Logo only for the
	for promotion of their respective brands? Example: for how	intended purpose of naming
	long will the sponsors be able promote this Sponsorship	themselves as Official Sponsor (in
	association in their own website / Marketing communication	that category) to the Khelo India
	after the games get over	Youth Games 2021. However, the
		same may be used by the sponsorer
		only for 120 days after the last day
		of Khelo India Youth Games 2021.
		The Agency shall be responsible to
		ensure that the sponsor does not
		continue to use the said content
		beyond 120 days. In case the
		sponsorer is using the said content
		beyond 120 days, suitable action
		may be taken against the agency,
		which may include de-empanelment
		of agency.
30	Due to the paucity of time, will SAI be able to provide a	Please refer clarification at S. No 26.
	dedicated point of contact from their organization to assist the	
	sponsorship agencies in replying to essential queries that may	
	come up during discussions with potential sponsors?	-
31	There is a mention of the term "event sponsor" in Annexure	Event Sponsor means any or all of
	II B. We would please like you to clarify the exact meaning	the 3 categories of sponsors (i.e.,
	of the term eventsponsor and how different it is from the 3	Presenting, co-presenting &
	categories of sponsors (i.e., Presenting, co-presenting &	associate).
22	associate).	No shawaa in DED Diagaa mafaa
32	We would please like to know the possibility of extending the	No change in RFP. Please refer
	sponsorship logo placement to training kits of athletes	Annexure III (Logo Placement)
	participating in the KIYG 2022 as this would result in	
22	maximum coverage for sponsors.	Discourse for Assessment III and
33	We would please like to know the size (in terms of scale &	Please refer Annexure III and
	ratio) of the presenting & co-presenting logos and where it	Clause E of Annexure II
	would be placed as part of the composite logo of KIYG 2022.	With regard to dynamic logo,
	It would be extremely helpful for our sponsorship pitch if this	suitable exposure will be given to
	could be explained in terms of placement and size as part of	presenting and co presenting
2.4	the composite logo of KIYG 2022.	sponsor.
34	Clause 4.5 (Bid Security/EMD) of the RFP	Clause 4.5 (Bid Security/EMD) of
	A/C NAME : KHELO INDIA	the RFP may be read as
	A/C NO. : 108510100037232	A/C NAME : SECRETARY SAI
	BANK NAME : ANDHRA BANK	(KHELO INDIA)
	BANK BRANCH : J L N STADIUM, SPORTS	A/C NO. : 108510100037232
	AUTHORITY OF INDIA BUILDING CGO COMPLEX,	BANK NAME : UNION BANK of
	NEW DELHI	INDIA
	BRANCH CODE : 1085	BANK BRANCH : J L N
	IFSC CODE : UBIN0810851	STADIUM, SPORTS

S. No	Query	Clarification
		AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI BRANCH CODE : 1085 IFSC CODE : UBIN0810851

Ref. No.23002/1/2022-HO- Khelo India Division

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

#### HIRING OF SPONSORSHIP AGENCY

#### FOR

#### **KHELO INDIA UNIVERSITY GAMES 2021**

Date of Release: 28.02.2022

Last date of Submission: 26.03.2022 (06:00 PM)

#### SPORTS AUTHORITY OF INDIA (SAI)

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

#### CONTENTS

1.	INTRODUCTION	4
2.	BID SCHEDULE	5
3.	ELIGIBILITY CRITERIA	5
4.	BID SECURITY /EARNEST MONEY DEPOSIT (EMD)	5
5.	BID VALIDITY	6
6.	SIGNING OF BID	7
7.	CLARIFICATION OF BID	7
8.	INSTRUCTIONS TO APPLICANTS	7
9.	RIGHT TO VARY SCOPE OF WORK	12
10.	AWARD OF CONTRACT	12
11.	PERFORMANCE SECURITY	12
12.	INTELLECTUAL PROPERTY	13
13.	PENALTY CLAUSE	13
AN	NEXURE I  COMMERCIAL BID FORMAT	15
AN	NEXURE II   TERMS OF REFERENCE	
	B. SCOPE OF SERVICES	16
	C. RIGHTSOFFERED TO DIFFERENT SPONSORS	16
	D. RESTRICTED PRODUCT CATEGORIES	18
	E. MINIMUM SPONSORSHIP FEE FOR DIFFERENT CATEGORIES OF SPONSORS	19
	F. TERM OF SPONSORSHIP	19
	G. SELECTION PROCEDURE	19
	H. PAYMENT OF COMMISION TO AGENCY	20
	I. PAYMENT OF SPONSORSHIP FEE	21
AN	NEXURE III LOGO PLACEMENT	22

#### DISCLAIMER

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

#### **KHELO INDIA UNIVERSITY GAMES 2022**

#### 1. INTRODUCTION

Khelo India programme aims at strengthening the entire sports ecosystem to promote the twin objectives of mass participation and promotion of excellence in sports. It has been introduced to revive the sports culture in India at the grass-root level by building a framework for all sports played in our country and establish India as a great sporting nation. One of the five verticals of Khelo India scheme is Sports competition and Talent Development which provides for organizing sports competitions including Khelo India University Games.. Khelo India Games is declared as an 'Event of National importance' as on 2nd Jan, 2020 as per sub-section (I) of section 2 of the Sports Broadcasting Signals Act,2007

The First edition of 'Khelo India University Games, Odisha' (KIUG 2020) was successfully conducted in Bhubaneswar & Cuttack, Odisha from 22<sup>nd</sup> February to 01st March, 2020 in 17 (seventeen) sports disciplines with participation of 3182 athletes, 725 support staff, 740 Technical Officials, 158 Contingent managers, 1076 Volunteers, 17 Competition Managers.

#### Khelo India & Corporate Sponsorship

With sports being an extremely important component for development in India, Khelo India aims to create Khelo India University Games a self-sustaining model of excellence. A step ahead to this long-term aim can be achieved with the continuous support from corporate and businesses. Corporate and businesses can extend their contribution in the form of sponsorship for the Khelo India University Games. Corporate sponsorship is a great source and the most lucrative form to add additional revenues for the conduct of these games which will lead to development of the sports culture in India.

From the perspective of companies and businesses ; the prospective sponsors, it can also help them reach target audience / customer group with additional benefits of garnering goodwill to their brand names. It provides a competitive edge that goes beyond product and price.

#### **Benefits of Sponsorship**

The range of events and entities that businesses sponsor is broad. They tend to sponsor from school games and leagues to the Olympics. Over the last four years, Khelo India has established a widespread visibility in variety of sporting ways and through the Khelo India Games which is evolving with every edition.

Sponsorship towards the Khelo India Games can provide the company and business become a part of the event and entity name. Businesses can also establish long-running associations with the Khelo India Games, serving as sponsor for years so that their connection becomes firmly established in the public perception. This in turn can help them elevate their brand image within and outside of their existing customers.

With additional financial support through potential sponsors, the Khelo India Games can be organised on a much bigger level with higher participation, more sports discipline and better facilities for participating athletes. With more resources the mission and vision envisaged for these games can be met early and credibly.

#### 2. BID SCHEDULE

The Bid Schedule is as follows:

Date of Release	28.02.2022
Last date for queries /clarifications	07.03.2022 (05:00 PM)
Pre-Bid Conference (Video Conference)	08.03.2022 (11:30 AM)
	https://us02web.zoom.us/j/81196235048?pwd
	=YmxtWDNEN2ZQaUt4RGRVSCt5YTlydz09
	Meeting ID: 811 9623 5048
	Passcode: 1234
Bid Submission start date	21.03.2022
Bid submission end date and time	26.03.2022 (06:00 PM)
Opening of Bids	28.03.2022 (11:00 AM)

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

#### 3. ELIGIBILITY CRITERIA

This is a limited RFP floated for the participation of following Sponsorship Agencies that have been Empanelled by SAI vide RFE No. 01-23003(02)/3/2021-HO - Khelo India Division published on 14.10.2021:

- i. Gameplan Sports Private Limited
- ii. ITW Consulting Private Limited
- iii. JSW Sports Private Limited
- iv. Laqshya Event IP Private Limited
- v. SFA Sporting Services Private Limited
- vi. Twenty First Century Media Private Limited

Note :- All the empanelled agencies are expected to participate in the bid.SAI reserves the right to take suitable action as deemed fit including cancellation of empanelment in case of non-participation without valid justification.

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

- 4.1 The Bidder shall furnish along with its Bid, Bid Security for an amount of INR 1,75,000 (Rupees One Lakh Seventy Five Thousand)
- 4.2 The Bid Security is required to protect SAI against the risk of the Bidder's unwarranted conduct as amplified under subsequent sections below. Non-submission of bid security will be considered as major deviation. Bid for the project without Bid Security will not be considered.

- 4.3 Bid security must be submitted to SAI before bid submission end date and time as mentioned in the Bid Schedule above.
- 4.4 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of Bid Security, Bidder should furnish the relevant Notification along with required documents. If relevant documents is not furnished along with the bid, bid shall be treated as un-responsive and shall be summarily ignored without any further reference.
- 4.5 The Bid Security shall be furnished in one of the following forms:
  - a. Account Payee Demand Draft
  - b. Banker's cheque
  - c. Fixed Deposit (FDR)
  - d. Bank Guarantee from any of the Commercial Banks
  - e. Insurance Surety Bonds(OM No. F.1/1/2022- PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022)
  - f. Any online acceptable method (NEFT/RTGS) as per the following details (the bidder has to submit a copy of UTR No. in case the transaction is done by this method);
     A/C NAME :SECRETARY (SAI), KHELO INDIA

A/C NO. : 108510100037232

BANK NAME :UNION BANK OF INDIA

BANK BRANCH : J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI BRANCH CODE : 1085

IFSC CODE : UBIN0810851

- 4.6 Demand Draft/Bankers Cheque/FDR/BG from scheduled commercial bank drawn in favour of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi are deposited in the office of KHELO INDIA, Room No. 5, 1st Floor, Ramp No 5, JLN Stadium, Lodhi Road on or before scheduled date given in this RFP.
- 4.7 The Bid Security shall be valid for a period of 45 days (forty-five days) days beyond the validity period of the Bid. As validity period of Bid as per clause 5 of this RFP is 75 days, the Bid Security shall be valid for 120 days from the date of opening of Technical Bid.
- 4.8 Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of Performance Security from that Bidder.
- 4.9 The EMD can be forfeited if an agency:
  - a. Withdraws or amends or impairs or derogates its bid during the period of bid validity.
  - b. Fails to accept orders issued in its favour for execution, and / or violates the terms and conditions of the contract after submission of the bid.
  - c. Successfully gets qualified, but fails to sign the contract within the stipulated time.
  - d. Without prejudice to other rights of SAI, if it fails to furnish the required Performance Security within the specified period.

#### 5. BID VALIDITY

5.1 The Bid shall remain valid for acceptance for a period of 75 days (seventy five) days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

- 5.2 In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
- 5.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day. Working day means the day when the office opens after the holiday for routine work.

#### 6. SIGNING OF BID

- 6.1 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duLy authorized (as mentioned in RFE for Empanelment of Sponsorship Agencies) to bind the Bidder to the contract. In case of non-availability of authorized signature as mentioned in the RFE, the bidder can authorize any other person to sign the bid documents. An under taking to this effect shall be submitted (As per format attached in Annexure IV)
- 6.2 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting.

#### 7. CLARIFICATION OF BID

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

#### 8. INSTRUCTIONS TO APPLICANTS

#### 8.1 Number of Proposals and respondents

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

#### 8.2 **Proposal preparation cost**

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

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

 Notwithstanding anything contained in this RFP, SAI reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

- SAI reserves the right to reject any Proposal if:
  - At any time, a material misrepresentation is made or discovered, or
  - The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
  - The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

#### 8.4 Amendment of the RFP

- At any time prior to the Proposal Due Date, the SAI, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <u>http://eprocure.gov.in/eprocure/app</u>through a corrigendum and form an integral part of the ebid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the above-mentioned website from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the SAI shall not be responsible for it.
- In order to provide the Applicants a reasonable time to examine the addendum, or for any other reason, SAI may, at its own discretion, extend the Proposal Due Date.

#### 8.5 Data identification and collection

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

#### Preparation and submission of Proposals

- 8.6 Language and currency
- The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicants with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).
- 8.7 Format and signing of Proposals
- The Applicants shall prepare electronic copies of the technical and financial e-bid/Proposals separately.

- Applicants should provide all the information as per the RFP and in the specified formats. SAI reserves the right to reject any Proposal that is not in the specified formats.
- In case the Applicants intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.
- 8.8 **Submission** of e-bid/Proposal
- The bid submission module of e-procurement website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>enables the Applicants to submit the Proposal online in response to this RFP published by the SAI. Submission can be done till the Proposal Due Date specified in the RFP. Applicants should start the process well in advance so that they can submit their Proposal in time. The Applicant should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Applicants cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.
- The Applicants have to follow the following instructions for submission:
  - For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website <u>http://eprocure.gov.in/eprocure/app</u>.
  - In addition to the normal registration, the Applicant has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant should fist log on to the etendering system using the user login option on the home page with the login ID and password with which he/she has registered.
  - of DSC For successful registration on e-procurement website 0 http://eprocure.gov.in/eprocure/appthe Applicant must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying of Authorities, Government India, as the e-procurement website http://eprocure.gov.in/eprocure/appis presently accepting DSC issued by these authorities only. The Applicant can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. SAI shall not be held responsible if the Applicant fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
  - The Applicant can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Applicant intends to e-bid/Proposal, from "My tenders" folder, the Applicant can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Applicant should download the RFP document including financial format

and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP document in the PDF format.

- After clicking the 'pay offline' option, the Applicant will be redirected to terms and conditions page. The Applicant should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- Before uploading, the Applicant has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Applicant should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Applicant's computer.
- The Applicant should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Applicant and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Applicant can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- SAI reserves the right to cancel any or all e-bids/Proposals without assigning any reason.
- 8.9 Deadline for submission
- E-bid/Proposal (technical and financial) must be submitted by the Applicant at e-procurement website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>no later than the time specified on the Proposal Due Date. SAI may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the SAI and Applicants previously subject to the deadline will thereafter be subject to the deadline, as extended.

8.10 Late submission

• The server time indicated in the bid management window on the e- procurement website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Applicant cannot submit his/her e-bid/Proposal. Applicant has to start the bid submission well in advance so that the submission process passes off smoothly. The Applicant will only be held responsible if his/her e-bid/Proposal

is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

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

8.12 Selection of **the** Agency

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

8.13 Opening of Proposals

 SAI will open all technical e-bids/Proposals, in the presence of Applicant's representatives who choose to attend on the prescribed date of opening at the SAI office. The Applicant's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the SAI, the e-bids shall be opened at the appointed time and place on the next working day.Working day means the day when the office opens after the holiday for routine work.

• The Applicants names and the presence or absence of requisite e-bid/Proposal security and such other details as the SAI at its discretion may consider appropriate, will be announced at the opening. The names of such Applicants not meeting the technical specifications and qualification requirement shall be notified subsequently.

#### 9. RIGHT TO VARY SCOPE OF WORK

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

#### **10. AWARD OF CONTRACT**

- 10.1 SAI reserves the right to accept/reject a bid, to cancel/abort the RFP process and/or reject all bids at any time prior to award of contract, without thereby incurring any liability to the empanelled agencies on the grounds of such actions taken by SAI.
- 10.2 SAI shall award Contract to the highest quoting bidder as defined in Clause I of the Annexure II

#### **11. PERFORMANCE SECURITY**

#### 11.1 For Sponsors: Not Applicable

- 11.2 **For Agency:** 3% of the calculated sponsorship value to be paid within 15 days of finalisation of Sponsor in each category. However, in case the amount is substantially higher then SAI may allow for the deposition of the Performance security in staggered manner with valid justification, but this shall not exceed 7 days of the signing of agreement or 21 days before the event whichever is later.
- 11.3 **The** Agency shall be required to give Performance Security for the amount equivalent to 3% of the sponsorship value. Performance Security will be in the form of Insurance Surety Bonds, Bank Guarantee (BG) of any Commercial Bank drawn in the name of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi to be deposited in the office of Khelo India Secretariat, Ramp 5, North Block, JLN Stadium, Lodhi Road, New Delhi 110003.
- 11.4 SAI will have the right to invoke the Performance Security without assigning any reasons if the selected Agency defaults or deemed to have defaulted or in case the proposed sponsor withdraws and/or default in any terms of the tender documents and empanelment may be cancelled.
- 11.5 Successful Agency shall be required to give Performance Security within 15 days of issuance of Notification of Award by SAI. In the event of default in submission of Performance Security within the stipulated time, the Agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the "committed sponsorship value" per day of delay subject to a maximum delay of 7 (seven) days unless payment in staggered manner is allowed, If delay continues beyond 7 (seven) days, SAI shall have the right to cancel empanelment with the right to other legal remedies that may be available under law.
- 11.6 The Performance Security shall be immediately replenished by the Bidder in the event Performance Security is invoked by SAI.
- 11.7 The Performance Security should remain valid for an additional period of 30(thirty) days beyond the timelines mentioned in the "Letter of Award". For example, if the timelines mentioned to submit the sponsorship amount is 10 days, the Performance Security shall be valid till 10 days + 30 days.

#### **12. INTELLECTUAL PROPERTY**

The Sponsorship Agency must ensure that all intellectual property including but not limited to SAI/ Khelo India/ Fit India logo, creatives any work, brand name, trade name, service mark, trademark etc., related to SAI/ Khelo India/ Fit India shall belong to SAI. In no event, the Agency shall, either directly or indirectly, register, file or attempt to register or file any intellectual property in its own name. The winning bidder (sponsorer) may use the Khelo India Logo only for the intended purpose of naming themselves as Official Sponsor (in that category) to the Khelo India University Games 2021. However, the same may be used only for 120 days after the last day of Khelo India University Games 2021. The Agency shall be responsible to ensure that the sponsorer does not continue to use the logo beyond 120 days. In case the sponsor is using the logo beyond 120 days , suitable action may be taken against the agency, which may include de-empanelment of agency.

The Agency shall be solely responsible for any violation or infringement of any trademark, trade name, copyright, patent of any person, firm or company, personal right of privacy, religious beliefs and/or any other right of any other person including for adherence of regulations, administrative and judicial orders etc.

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

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

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

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

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

#### **13. PENALTY CLAUSE**

13.1 No commission shall be paid to the Agency in case the contractual obligation is not fulfilled or the sponsorship value is not realized for any reason.

- 13.2 If the agency fails to submit the 90% of the sponsorship fee within the stipulated 7 days after signing of agreement or 21 days before the event whichever is later, a penalty of 0.25% per day will be levied on the 90% of the sponsorship value upto a period of 7 days, if the remaining sponsorship fees is not paid, after the expiry of 14 days beyond the stipulated period for paying the same or start of the event whichever is later the sponsorship rights will be withdrawn as per the terms and conditions of the agreement.
- 13.3 SAI is entitled to forfeit the Performance Security submitted by the agency in case the sponsor backs out or fails to make payment in accordance with the schedule mentioned in this RFP.
- 13.4 Furthermore, any failure of the agency in fulfilling its contractual obligations may render it liable for termination of empanelment.
- 13.5 In case the event is, terminated or postponed, SAI shall be entitled to seek immediate refund of the commission paid to the agency in accordance with Clause J of the Terms of Reference. For sake of clarity, if money is returned to sponsors in event of cancellation, termination or postponement of the Games, the commission amount paid to sponsorship agency shall also be returned to SAI.
- 13.6 SAI shall be entitled to terminate this contract immediately upon a written notice, in case the Agency is in material breach and/or fail to fulfill its obligations as promised under this agreement provided Agency fails to remedy such breach within 5 days upon notification of the breach.
- 13.7 Any dispute or difference arising between Agency and SAI shall be mutually resolved through amicable discussions failing which a sole arbitrator as mutually appointed by both the parties, arbitration proceedings would be held under the provisions of Arbitration and Conciliation Act, 1996 as amended. The procedure and fee of the Arbitrator shall be in accordance with prevailing policies and procedures of SAI. Any dispute/differences not being the subject matter of such arbitration shall be subject to the jurisdiction of the Courts of Law at Delhi only, as per governing

#### Annexure I | COMMERCIAL BID FORMAT

The empanelled Sponsorship Agencies are advised to submit their proposal in provided format on CPP Portal before due date as per Bid Schedule.

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

#### Sub: Commitment letter regarding Sponsorships for Khelo India University Games 2021.

S. No.	Product	Name of Sponsor	Amount Committed in INR	
	Category		In figures	In words
Presenting Sponsor				
Co- Presenting Sponsor				
Associate Sponsor				

#### Note:

- a. Account Details for the money to be deposited for sponsorship shall be intimated later."
- b. No conditions should be attached to the proposal.
- c. The amount should be quoted in both figure and words. In case of discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words shall be considered as final price.
- d. If any bidder does not quote for all the three categories of the sponsorship, the bid will still be treated as responsive. However, if the bidder quotes lower than the table mentioned in Clause F (Minimum Sponsorship Fee For Different Categories Of Sponsors) of Annexure II, the bid will be treated as non responsive.
- e. Taxes due to SAI will be considered part of the sponsorship but taxes due to the sponsor will not be considered part of the bid and need to be borne by the sponsor separately and shall not be made part of the bid.

Signature of the Agency:

Address:

Date:

#### Annexure II | TERMS OF REFERENCE

#### A. SPONSORSHIP CATEGORIES

The proposed sponsorship categories are as follows:

- a) Presenting Sponsor
- b) Co Presenting Sponsor
- c) Associate Sponsor

#### **B. SCOPE OF SERVICES**

- Primary role of Sponsorship Agency is to procure sponsorship for the Khelo India University Games 2021 and identify Event Sponsors for given categories.
- Further, the Sponsorship Agency shall also ensure that the committed amount is transferred in accordance with the schedule as defined in this RFP.
- Partners could use their brand activation strategies /techniques prior to the commencement of the event. However, such strategies has to be first aligned with the efforts and scheme of Khelo India and communicated in writing. Prior approval of SAI shall be obtained before commencement of any marketing or activation activity before the event is started.
- On ground sponsors could be permitted for conducting any activity outside FOP and within the premises of the event for the purposes of any brand advertisement or promotion. However, if the brand sponsor decides to circulate digitally such ad/promotions or any other clip related thereto, prior approval of SAI shall be obtained before commencement of any marketing or activation activity to be undertaken during or after the event.
- Any covert or overt form of expression/ exaggeration/ leverage using KIUG text/logo/verbal indication must be sought by SAI in writing and has to be decided in consultation with SAI.
- In order to avoid any miscommunication/conflict of interest, any form of communication among different stakeholders of KIUG (i.e. Event Sponsors, Empaneled Agencies, Event Organizers etc.)shall take place only through SAI.

#### C. EXCLUSIVE RIGHTS OF OFFICIAL MEDIA PARTNER OF KIUG

Official Media Partner of KIUG being finalized. The official Media Partner of KIUG will have exclusive media rights globally for KIUG.

#### D. RIGHTSOFFERED TO DIFFERENT SPONSORS

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

S. No.	Rights offered	Presenting Sponsor	Co-Presenting Sponsor	Associate Sponsor
1	Logo Placement on bottom panel of venue branding collaterals	Main Arch gate, Drop Downs, Pole/pillar branding, Standees, Flex banners, wall branding, and on all Games' collaterals – booklets& schedules.	Drop Downs, Pole/pillar branding, Standees, Flex banners, wall branding, and on all Games' collaterals – booklets& schedules.	Drop Downs, Pole/pillar branding, Standees, Flex banners&wall branding.
2	FOP branding static boardsStandard perimeter boards with size 8 feet x 2.5 feet	20%	10%	5%
3	Inclusion in press conference on mutually agreeable terms	Yes	Yes	No
4	Mention in all official press releases as partners	Yes	Yes	Yes
5	VVIP hospitality passes for each day Event	30	20	10
6	VVIPs passes for opening and closing ceremonies	20	10	05
7	Product display at FOP (subject to approval of GTCC) and VVIP lounge	Yes (FOP & VVIP lounge)	Yes (VVIP Lounge)	No
8	Rights to display product / service at venue (other than FOP and VVIP Lounge) with the prior alignment of Khelo India Sectt. as for the type of product and its placement & exposure levels	Yes	Yes	Yes
9	Award distribution by sponsors	8	4	2
10	Official Sports Kit	100 Kits	50 Kits	15 Kits
11	On-ground activation	Yes	Yes	Yes
12	Meet & Greet at Opening Ceremony	Yes	Yes	Yes
13	Presence on Games website	Yes	Yes	Yes
14	customized social media posts per brand pre and during the games	10	8	6

S. No.	Rights offered	Presenting Sponsor	Co-Presenting Sponsor	Associate Sponsor
15	Rights to undertake a joint consumer contest with Khelo India (subject to approvals from SAI)	Yes	Yes	Yes
16	Logo on apparel/kit of the players (as per Annexure III)	Yes	Yes	No
17	Right to make promo film/content pre, during or post event at their own cost (promotional purposes) or usage of athlete/player images for promotional purposes. The shoot time or usage of logo on digital properties or brand communication or use of image of brand ambassador along with Khelo India logo or Khelo India logo for marketing communication can also be undertaken by the		Yes	Yes
	sponsorer All communication elements needs to be approved by SAI before the launch of the same			

Note :With regard to S. No 17, the same may be used only for 120 days after the last day of Khelo India University Games 2021. The Agency shall be responsible toensure that the sponsorer does not continue to use the said content beyond 120 days. In case the sponsorer is using the said content beyond 120 days, suitable action may be taken against the agency, which may include de-empanelment of agency.

#### **E. RESTRICTED PRODUCT CATEGORIES**

The following product categories shall be restricted for any kind of association with KIUG:

- 1. Tobacco Products
- 2. Weapons and Explosives

- 3. Derogatory Personal, Political, and Religious Content
- 4. Spy Cams and Surveillance Equipment

- 5. Counterfeit Goods
- 6. Fake Documents
- 7. Adult Products and Services
- 8. Penny Auctions
- 9. Alcohol
- 10. Body Parts
- 11. Cannabis
- 12. Dating
- 13. Drug Tests and Exam-Taking Services
- 14. Fake Followers Services
- 15. Gambling
- 16. Hacking and Surveillance
- 17. Illegal Automobile Modification Products
- 18. Lottery
- 19. Multi-Level Marketing
- 20. Over-the-Counter Drugs

- 21. Payday and Short-Term Loans
- 22. Personal Loans
- 23. Online Pharmacies
- 24. Politics
- 25. Recreational Drugs
- 26. Prescription Drugs
- 27. Rehab
- 28. Reproductive Health
- 29. Spyware and Malware
- 30. Subscription Services
- 31. Unauthorized Set-Top Boxes
- 32. Unsafe Supplements
- 33. Binary Options
- 34. Any other category that MYAS/SAI on its sole discretion feels inappropriate to be included as Sponsor

#### F. MINIMUMSPONSORSHIP FEE FOR DIFFERENT CATEGORIES OF SPONSORS

The minimum bid (offer submitted by bidders) shall not be less than the amount given in the following table:

S. No	Sponsorship Category	Minimum Amount (In INR)
1	Presenting Sponsor	INR 1.00 Crores
2	Co – Presenting Sponsor	INR 0.50 Crores
3	Associate Sponsor	INR 0.25 Crores

#### G. TERM OF SPONSORSHIP

The maximum tenure of Sponsorship rights shall only be for the upcoming edition scheduled to be held in Bengaluru, Karnataka.

#### H. SELECTION PROCEDURE

The sponsorship value for KIUG 2021 edition shall be the basis of selection of Agency. All the bidders shall submit their offers as per the commercial bid format. After opening of commercial bids, highest offers in each category in terms of value shall be selected and awarded the bid. However, in case, the highest bidder for category 2 or 3 is more that the category 1, then the rights of category 1 will be offered to category 2 or 3 bidder, considering the highest quoted amount. Second highest amount offered in any category shall be given preference in category 2. In case, that bidder refuses for category 2 rights,

then the next highest shall be offered category 2 rights and so on. However, the bidder can retain its category, irrespective of amount quoted if it wishes to do so

In case of tie between the bidders, meaning thereby two or more bidders emerging as H1in any category, equal opportunity shall be extended to the respective bidders and they will be called for upward negotiations. Any bidder whoever is offering higher value than others shall be awarded the bid. In case the negotiations fails, the decision shall be finalised through a draw of lots done in presence of bidders as well as third party observers.

<u>Note :-</u> If the empanelled agency and the bid winner is same, then there should be no commission given to the agency. If the bid winner is a separate legal entity, then the commission will be given.

#### I. PAYMENT OF COMMISION TO AGENCY

The agency will be paid commission on reaching desired targets as per the following: A) For Sponsors

Target Amount (In INR)	Commission offered
1 Crore to 1.50 Crore	5% of realized amount=A
More than 1.50 Crores but less than 3.00 crores	A+ 10% of realized amount
	in this slab=B
More than 3.00 Crores	B + 15% of realized amount
	beyond INR 3.00 Crores

#### B) For Co-sponsors

Target Amount (In INR)	Commission offered
50 Lakhs to 1 Crore	5% of realized amount=A
More than 1 Crore but less than3 Crores	A + 10% of realized amount
	in this slab=B
More than 3.00 Crores	B + 15% of realized amount
	beyond INR 3.00 Crores

#### C) For Associate sponsors

Target Amount (INR)	Commission offered
25 Lakhs to 1 Crore	5% of realized amount=A
More than 1.00 Crores but less than 1.50 Crore	A + 10% of realized amount
	realised in this slab = B
More than 1.50 Crores	B + 15% of realized amount
	beyond INR 1.50 Crores

- a. Taxes/TDS shall be deducted as per the rules of Govt. of India.
- b. The commission pay-out shall be made within three weeks upon realisation of the fees for this edition.

#### J. PAYMENT OF SPONSORSHIP FEE AND TIMELINE

After a Sponsor is finalised, the Non-refundable Sponsorship fee shall be paid according to the following timeline:

(Ts)	Timeline	Activity
Т	Т	Notification of Award
T1	T+14 days	Deposit of 10% of the Committed Amount
T2	T+15 days	Signing of Agreement and Deposit of Performance
		Security (If Staggering not allowed)
T3	T2+7 days or 21 days before	Deposit remaining 90% of the Committed Amount &
	the event whichever is later	Performance Security if staggering is allowed.
T4	T3 + 21 days	Commission pay out to Agency

Note: Once the bid is accepted by SAI, the respective agency shall be responsible for payment of Sponsorship amount and shall have to pay the committed amount irrespective of the its further realization from sponsors.

#### Annexure III LOGO Placement



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

**For Co Presenting Sponsor** - The logo shall be placed on one side the sleeve of the athlete jersey/ apparel as Length 1.5 inches and Width 3 inches.

Note – The logos of sponsors shall be placed only on playing kits(Apparels worn by athlete while participating in his/her event/sports discipline and does not include apparel worn during practice or on any other occassion).

#### **Power of Attorney**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of .....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Hiring Of Sponsorship Agency For Khelo India University Games 2021 in SAI, New Delhi, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to SAI, New Delhi, representing us in all matters before SAI, New Delhi, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, New Delhi in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with SAI, New Delhi.

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

IN WITNESS WHEREOF WE,	.THE ABOVE NAMED PRINC	CIPALHAVEEXECUTED
THIS POWER OF ATTORNEY ON THIS	DAY OF	, 202*

i or ucsignation and address)	For	(Signature,	name,	designation	and address)
-------------------------------	-----	-------------	-------	-------------	--------------

Witnesses:

1.

2.

Notarized Accepted

.....

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

Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 50 (fifty) and duly notarized by a notary public.

# Bid Reference No. 23002/1/2022-HO- Khelo India Division

# Date 12.03.2022

S,	Page	Excerpt of RFP		Clarification
No	No.	Clause	Query	
1	19	The maximum	Can the winning bidder of this year's	Please refer to clause G
		tenure of	edition of the games get a chance to	of Annexure II of RFP.
	×.	Sponsorship	match the winning bidder of the next	
		rights shall only	year's games in the same sponsor	
	-	be for the	category	
		upcoming edition		
		scheduled to be		
		held in Bengaluru,		
2	19	Karnataka.		
-	19	After opening of	If the product categories of any two	Please refer to clause H
		commercial bids,	categories are the same/similar (for	of Annexure II of RFP.
		highest offers in	e.g., energy drinks) with the same	
		each category in terms of value	amount who shall the bid be	
		shall be selected	awarded to?	
		and awarded the		
		bid.		
3	8	Format and	We request SAI to clarify what is	The financial bid should
		signing of	meaning of "financial bid"?	contain information a
		proposal		per the forma
		"The Applicants		prescribed in Annexure
		shall prepare		of RFP
		electronic copies	- 12	1 2
		of the technical		
		and financial e-		
		bid/Proposals		
4	12	separately"		
4	12	Performance	We request SAI to kindly clarify	
		Security	meaning of "substantially higher"	decide the same one
		"3% of the		valid justification
-		calculated		presented.
		sponsorship value to be paid within		с. С
		15 days of		in .
		finalisation of		
		Sponsor in each	1	<u>,</u> 5
	1.1.2	category. However, in case		
1				
		the amount is substantially		. X
1 19		higher then SAI		
		may allow for the		
8	1. A 4	deposition of the		
10	1.	Performance		
1.5		security in		
		staggered manner		- 1977 - 1974

		with valid		
		justification, but		
		this shall not	· · · · · · · · · · · · · · · · · · ·	
		exceed 7 days of		
		the signing of	40 - 1541	
		agreement or 21		
		(3)		
	×	days before the		
		event whichever		
	10	is later.".	We request SAI to kindly clarify the	Staggered manne
5	12	Performance	we request SAL to kindly clarify the	means in instalment
		Security	meaning of "staggered manner"	SAI reserves the right t
				decide the installment
		"3% of the		based on justificatio
		calculated		
	3	sponsorship value		presented.
	1	to be paid within		
		15 days of		
	-	finalisation of	10 A	
		Sponsor in each		
		category.		
		However, in case		
		the amount is		
		substantially		
		STATE AND A STATE		
		higher then SAI		0
		may allow for the		
		deposition of the		1
	1 1	Performance		10
		security in		
	а 	staggered manner		
		with valid		
		justification, but		
		this shall not		
		exceed 7 days of		
		the signing of		
		agreement or 21		
		days before the	6	1 A
		1		
		event whichever		100 C
<u>.</u>		is later.".	Manager CAL an Islandla alaste ba	22.4
	12	Performance	We request SAI to kindly clarify by	23 April 2022
		Security	when will the "Event" start.	
		"3% of the		
	52	calculated		
		sponsorship value		5 m l
		to be paid within		
	16.3	15 days of		
		finalisation of		
	6.55	Sponsor in each	in the second	
	2.0	category.	그렇는 것 같은 것 같은 아파가 있는 생산가	
		However, in case	이렇는 그 같은 물건이 많이	
		the amount is		a sub-factor factor

NZ.X

_		substantially	1	
		higher then SAI		
		may allow for the		
		deposition of the		
		Performance		
5 e -				
		Security		
	-	staggered manner		
15		with valid		
		justification, but		
		this shall not		
- 23		exceed 7 days of		
		the signing of		
		agreement or 21		
		days before the		
		event whichever		
		is later.".		Please refer to the
7	15	Commercial Bid	We request SAI to clarify the	ricuse relet
		Format.	documents which are to be	Annexure I
			submitted along with Annexure I	
8	15	Commercial Bid	We request SAI to clarify this clause	No Change
		Format.		11 (18)
		"Taxes due to SAI		
		will be considered		
		part of the		
		sponsorship but		6
		taxes due to the		
		sponsor will not		
		be considered		
		part of the bid and		
		need to be borne		
		by the sponsor		
		separately and		
		shall not be made		
		part of the bid"		
9	21	Payment of	We request SAI to kindly clarify that	Please refer to Clause J
9	21	Sponsorship Fee	after selection of the successful	of Annexure II of RFP
		and Timeline.	bidder within how many days will	of Annexule if of RFP
		and rimeline.	the successful bidder receive the	
			Agreement from SAI? After receiving	
			such Agreement within how many	
	1	5 x x	days shall the bidder sign the send	
			the Agreement back to SAI?	
10	4		We would please like to know what	Information will be
			would be the earliest date by when	provided within 3 days.
			the agencies willbe receiving a	
			powerpoint presentation from SAI	20 - 12 
1	A.c		which would be of assistance at the	
- 2	a =		time of pitching sponsorships to	
	1 N			
: B		143 L A 8	potential advertisers/sponsors?	

11	4	Introduction	What would be the earliest date by when the agencies will be receiving valuable information in the form of a fact sheet and/or presentation including details of but not limited to (i) broadcast platforms, (ii) Number of sports disciplines (iii)Number of athletes, officials, support staff participating (iv) previous reach numbers of the games, statistics, PR coverage (v) Information highlighting the scale & scope of the games etc. as this would be very helpful in identifying and/or pitching to potential advertisers/sponsors?	(i) To be confirmed. Plan is to televise the event live on Doordarshan and other channels and OTT. (ii) 20 (iii) 7500 (4488 athletes) (iv) 65 million
12	8	Format and signing of Proposals The Applicants shall prepare electronic copies of the technical and financial e- bid/Proposals separately.	The RFP talks about submission of technical as well as financial bids. Can you please let us know what are the documents that constitute the technical & financial bids?	The financial bid should contain information as per the format prescribed in Annexure I of RFP. The technical bid shall contain signed copy of RFP.

Sibananda Mishra DD(KI)



#### DETAILED PROJECT REPORT (DPR) OF

#### STANDARD DESIGN FOR DISBALED FRIENDLY

# "INTEGRATED HIGH PERFORMANCE SPORTS SCIENCE CENTER"

### IN G+3 CONFIGURATION WITH RECOVERY POOL



# Contents

Introduction:	3
Importance of Sports Science in Improving Standards of Performance	4
Statements of Case for Requirement of High Performance Centre	5
Reference and literature Study:	5
Importance Sports Science at SAI NCOEs	9
Existing Sports Science Facilities at NCOE Sonepat	10
Features of High Performance Centre	11
Features of the Building:	12
Area Programme:	12
Model Design	13
Cost Estimate:	14
Appendix 1: Drawings	16
Appendix 2: 3D Views	22
Appendix 3: Estimate Annexure	29
Appendix 4: Finishing Schedule:	32

# Introduction:

**Sports Authority of India (SAI)** was set up in 1984 to carry forward the legacy of the IXth Asian Games held in New Delhi in 1982 under the Department of Sports. SAI has been entrusted with the twin objectives of promoting sports and achieving sporting excellence at the national and international level.

SAI has played a significant role in shaping India's sports development by providing training to elite athletes and at the same time operating a number of schemes for the identification and development of young talent. The schemes are being implemented through various regional centres and training centres of SAI spread throughout the country.

Sports Authority of India (SAI), under Ministry of Youth Affairs & Sports (Government of India) envisages to broad base and to bring excellence in Sports across the country. SAI has 12 Regional Centers, 23 National Centre of Excellence, over 65 State level Centers, etc. SAI is planning to create state of the art high performance centre including sports science, rehab and recovery facilities. Therefore SAI intends to construct a **disabled friendly high performance centre in G+3 configuration**. The design would cater the needs of **300 athletes** at a time.

## **Importance of Sports Science in Improving Standards of Performance**

- It is an established scientific field with rigorous research methods covering expertise from a broad range of disciplines in a multi-disciplinary setting
- It assists an athlete in maximizing his potential with the least possible risk of injury.
- To bring the player back to his/her peak at the earliest after injury.
- Individualization of training programs according to specific needs and to identify possible strengths, weaknesses and prevent future injuries.
- Specific tests are used, areas of concern are identified and worked upon, fitness levels are monitored and recovery techniques are incorporated

#### **Expert Recommendation for Sports Science Facilities**

The Committee observes that Netaji Subhash Institute of Sports Science, Patiala is playing very important role in training the sports professionals, conducting research in sports and **sports sciences**, providing coaching to sportspersons in various disciplines and **giving scientific support to elite sportspersons**. The Committee feels that in modern times for promotion and excellence of sports at international level, the country needs institute like NSNIS, Patiala to run with the time. The Committee recommends that the Ministry while giving financial support to this institute also make endeavour to **establish such institute in other parts** of the country.

#### Parliamentary Standing Committee, 306<sup>th</sup> Report.

India should also take a leap in the sports sciences and sports technology to establish its deserved position in sports at international level. Technological innovation is now an integral part of sport at the highest level. Olympic competition is not just about who is fastest - but also about whose kit is smartest. India has not given any priority to sports scientific research and development. Apart from a few sporadic steps since 1980 onwards, sports science has yet to gain momentum. In erstwhile USSR, Germany, USA, Japan, China sports development has been emphasized on a scientific basis. State-of-the-art facilities like sophisticated sports science and medicine provision have to be made across India particularly at the regional training centers, universities and state level training academies

#### Olympic Task Force Report.

While javelin is all about technique, strength, speed, flexibility, it involves taking up a scientific approach too.

#### Sh. Neeraj Chopra, Olympic Gold Medallist

India now knows the reason why they were failing...sports science. I think the **critical difference between excellence and podium is sports science**. It plays an important role in athletes' performance. Players movements, muscle, dietician, psychologist, these are the things which will help athletes in major events.

#### Sh. Sudhanshu Mittal, (IOA) vice-president

# Statements of Case for Requirement of High Performance Centre

- 1. Sports Science facilities world over are planned with integrated facilities under one roof.
- 2. Immediate need for state of art facility matching the requirements of athletes representing India at highest level.
- 3. Such facility shall cater for needs of complete sports fraternity in India and will act like a nerve center for future development in this field.
- 4. Sports Science in SAI NCOEs is presently functioning with Segregated, Inadequate & intermediary infrastructure solutions
- 5. NCOEs are in the path of immediate expansion targeting strength of 1000 to 1500 trainees per centre
- 6. Sports Science in SAI needs urgent infrastructure support to supplement manifold **increase** happened in recent times in **human resource** and **equipment** support

### **Reference and literature Study:**

#### A. Japan Institute of Sports Science

Year	:	2019
Location	:	Tokyo (Japan).
Ooccupancy	:	300 persons
No. of Floors	:	6 Floors

The Japan High Performance Sport Center (HPSC) is taking an integrated approach by combining Olympic and Paralympics sports for strengthening international competitiveness in Japan. HPSC have two main facilities, Japan Institute of Sports Sciences (JISS) and National Training Center (NTC), for providing high quality of training venues with research and support programs in sports science, sports medicine, and sports information.













#### FRONT ENTRANCE LOBBY:

- Major use of toughened glass
- Natural Light provision through Glazing
- 5-6m of clear Floor height
- Staircase riser less than 150mm

#### **ENTRANCE TO FENCING HALL :**

- Signage on the Entrance wall
- Bright colours contrast for soothing effect
- Wooden Texture Flooring
- Plain white false ceiling in corridors

#### **FENCING HALL:**

- 1.5m X 14m Piste Standard size
- Ceiling Light with approved LUX level
- Rubberised mat flooring in Play field
- 5-6m of clear Floor height

#### **INDOOR PLAY FIELD:**

- Ceiling Light with approved LUX level
- No wall Lights
- Dark colour ceiling for clear vision effect
- Spectators seating arrangement

#### **SWIMMING POOL:**

- Swimming Pool provision on ground floor
- 10 lanes for swimming
- Swimming Pool Size : 50m X 25m X 2m
- Led Screen Provision for close review

#### B. Jincheon National Training Center

Year	:	2012
Location	:	Jincheon-gun, Chungcheongbuk-do, Republic of Korea
Client	:	Korean Sport & Olympic Committee
Site Area	:	1635891 Sqm
Floor Area	:	856,253 Sqm
Occupancy	:	350 persons

**Jincheon National Training Center** is a sports village under the Korean Sport & Olympic Committee built to train and nurture national athletes on behalf of the saturated Korea National Training Center. After completing the first phase of the project on October 27, 2011, the completion ceremony was held on September 27, 2017, and it is located at 105 (Hoejuk-ri 374-1) of the athletes' village in Gwanghyewon-myeon, Jincheon-gun, Chungcheongbuk-do.

The total area is 856,253 square meters, and **350 athletes in 12 sports**, including track and field, shooting and swimming, will be able to train at the latest facilities.









- Natural Light in entrance foyer
- Vertical vegetation
- Wooden texture flooring
- Innovative spaces with full height glazing

#### **STRENGTHENING HALL:**

- Typical arrangement of strengthening Equipment & machines in indoor hall
- Rubberised mat flooring
- Ceiling hanging Lights Provision





#### **EXTERIOR VIEW:**

- Innovative elevation façade
- ACP sheet Cladding on external walls
- Running track on the outer periphery of the building
- Glazing façade

#### SWIMMING POOL:

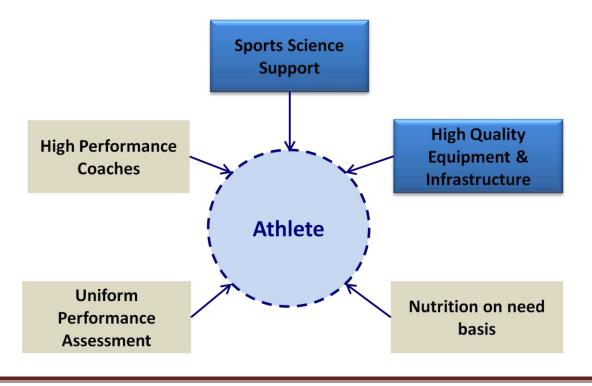
- Swimming Pool inside the building
- 9 lanes for swimming
- Swimming Pool Size : 50m X 22.5m X 2m
- Truss on Roof

## **Importance Sports Science at SAI NCOEs**

SAI established 23 NCOEs to achieve excellence at national and international sports competitions by providing world class training facilities to athletes. Creation of state of the art infrastructure is one of the key components for achieving this objective.



# Athlete Centric Coach Driven Approach



## **Existing Sports Science Facilities at NCOE Sonepat**

-	Sports medicine centre nutrition consulting-	oom, Massage room, Hypoxic chamber	
	SPORTS AUTHORITY OF INDIA		Sports Authority of India
	Steam, Sauna, Chiller bath		HILIN
	Steam, sauna, Chiller bath	hysiotherapy, Physiology, S&C, Anthropometry	1 all
-	the state and the second		J.

- Segregated & Disintegrated facilities at the centres.
- Buildings are of 1980s vintage
- Need of significant upgradation and repairs.
- Inadequate spaces in Sports Science & Sports Médicine Centre.
- Need is to create a future ready Integrated High Performance Sports Science Centre to cater to the consolidated sports science need of athletes

	Functions at Present		Expansion Plan in Pipeline
NCOE Disciplines	Archery, Athletics, Hockey, Wrestling and Kabaddi of which Archery, Athletics, Wrestling are TOPS NCOE Disciplines	Total Capacity	Future projection is to increase the Capacity to 1000 Trainees.
Sanctioned Strength	Around 310 Trainees are sanctioned across the five NCOE Disciplines	Residential Facilities	Hostel facility is being created with 300 residential capacity. 100 bedded Hostel has been created in last year.
National Coaching Camps	Around 180 National Campers are trained at NCOE Sonepat in Wrestling and Archery. Para-Archery Camps are also organised in Sonepat	Filed of Play	A State of the art Archery Excellence Centre is being created and Synthetic Hockey Turf is being replaced.

## **Features of High Performance Centre**

Space Arrangement and Building planning:

## **Ground Floor :-** Indoor Recovery Pool & Sports Sport Science Centre's Wet Facilities

- Entrance cum Reception with Waiting Area
- Emergency Medical Room
- Indoor Recovery Pool
- Tank & Pump Room
- Masseur Room (Male & Female)
- Hypoxic Chamber
- Jacuzzi Area

- Steam Rooms
- Hydro Therapy Pool
- Cold/Ice Shower
- Cryo Therapy
- Male & Female Toilets
- Male & Female Changing Rooms
- Male & Female Lockers Room

### First Floor :- Strength & Conditioning Hall

- Biomechanics Room
- Fitness Checkup & Record Room
- Strength & Conditioning hall
- Circuit Training Halls

- Male & Female Toilets
- Male & Female Changing Rooms
- Male & Female Lockers Room
- Physical Handicapped Toilets
- Equipments Repair & Store Room

### Second Floor :- Sports Science Center

- Physiotherapy Department
- Sports Psychology.
- Physiology Department
- Nutrition Department
- Sports Medicine

- Male & Female Toilets
- Male & Female Changing Rooms
- Male & Female Lockers Room
- Physical Handicapped Toilets
- Anthropometry

#### Third Floor :- Indoor Games & Field of Play

- Indoor Play Field
- Seating Area
- Equipments Store Room
- AV Room

- Male & Female Toilets
- Male & Female Changing Rooms
- Male & Female Lockers Room
- Coaches Room

## **Features of the Building:**

- RCC Framed Structure
- Indoor FOP (Steel columns as required)
- Lower Floors with as less as possible columns required.
- Main Core Envelope Civil Structure
- Fully Air Conditioned Building
- Earthquake Proof Structure
- Top Floor Roof can be Truss/PEB
- Including Electrical Substation
- Including UPS backup (25%)
- Illumination Signage
- Green Building
- Modular Construction Building
- Interior wall are of Dry Wall Types
- Disabled Friendly Building

## Area Programme:

#### BUILT UP AREAS-

9.	TOTAL BUILT UP AREA	-	8998 SQM
8.	EXTERAL LANDSCAPE AREA	-	483 SQM
7.	EXTERNAL SOFTSCAPE AREA	-	385 SQM
6.	EXTERNAL PAVED AREA	-	920 SQM
5.	EXTERNAL RAISED PLINTH AREA	-	472 SQM
4.	THIRD FLOOR AREA	-	2260 SQM
3.	SECOND FLOOR AREA	-	2260 SQM
2.	FIRST FLOOR AREA	-	2260 SQM
1.	GROUND FLOOR AREA	-	2218 SQM

## **Model Design**









## GENERAL ABSTRACT

S.No	Descriptio n	Amount	Remarks
1	Civil Work	466749995.00	Annexure- 'A' (Civil Work)
2	Electrical Work	161506076.00	Annexure- 'B'(Elect. Work)
	Total	628256071.00	(X)
	Add EPF & ESIC @ 4.25% on (X)	26700883.00	
	Add 3% Contingencies on (X)	18847682.00	
	Add anticipated cost index @3% for increase in cost from submission of PE to completion of preconstruction activities( asper order no DG office order no. 68/SE(TAS)/Cost Index/2020/483-H dated16.12.2020) on X	18847682.00	
	Add anticipated cost index @3% per annum for increase in cost during completion of work for 18Month(1.5x3=4.5%) (As per No. 68/SE(TAS)/Cost Index/2020/483-H dated 16.12.2020. on X	28271523.00	
	Total	720923841.00	
	Say	720923800.00	

Ten percent of the Estimated Cost is catered in the Budget of this Financial Year.

The Cost Estimate of Sports Science Equipment is not included in the above estimate.

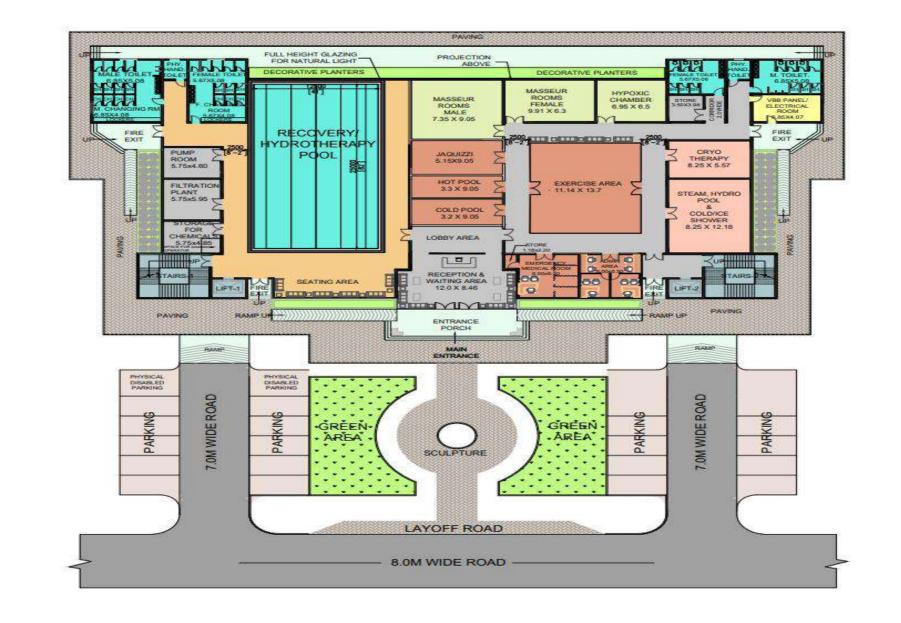
The estimated Cost of Equipment (Sports Science Discipline Wise) is listed in the table below

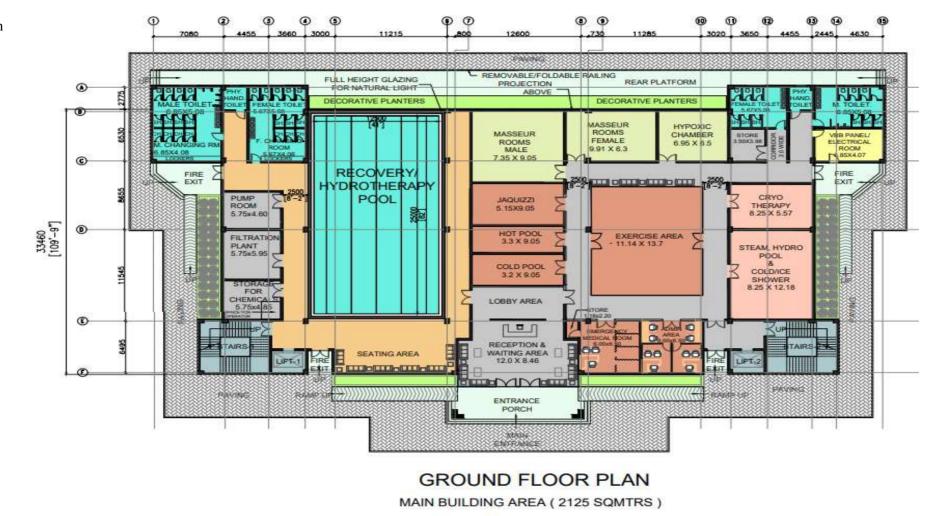
Equipment	Approximate price
	(Rs Lakh )
Strength & Conditioning	610
Psychology	126
Anthropometry	233
Physiology	80
Physiotherapy	88
Rehab	300
Bio Mechanics	350
PC and printer for data feeding and analysis	8
Total	Rs. 1795 Lakh

The equipment will be procured at the later stages of construction of this building (After 18 months).

### **Appendix 1: Drawings**

1. Site Plan

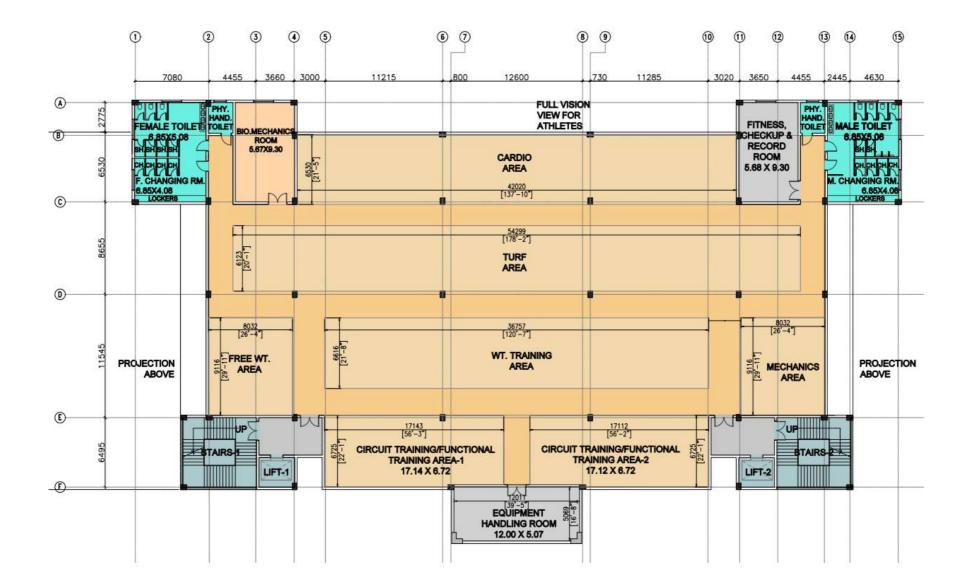




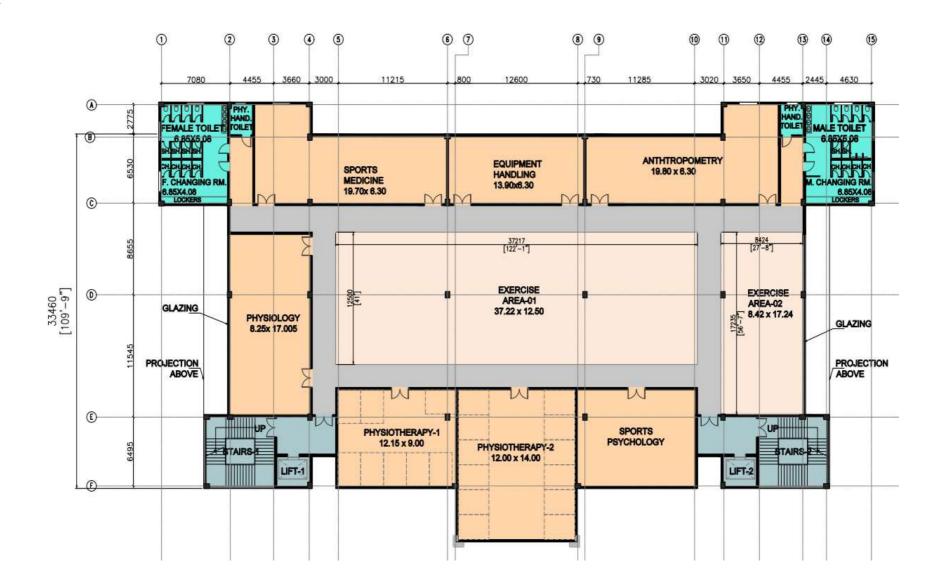
2. Ground Floor Plan

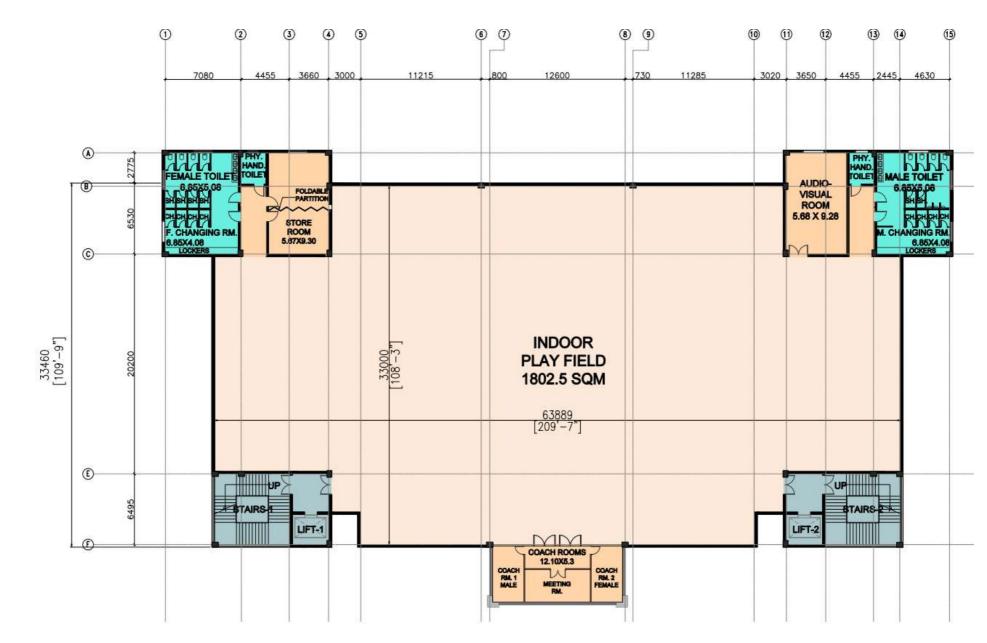
Page 17

3. `First Floor Plan



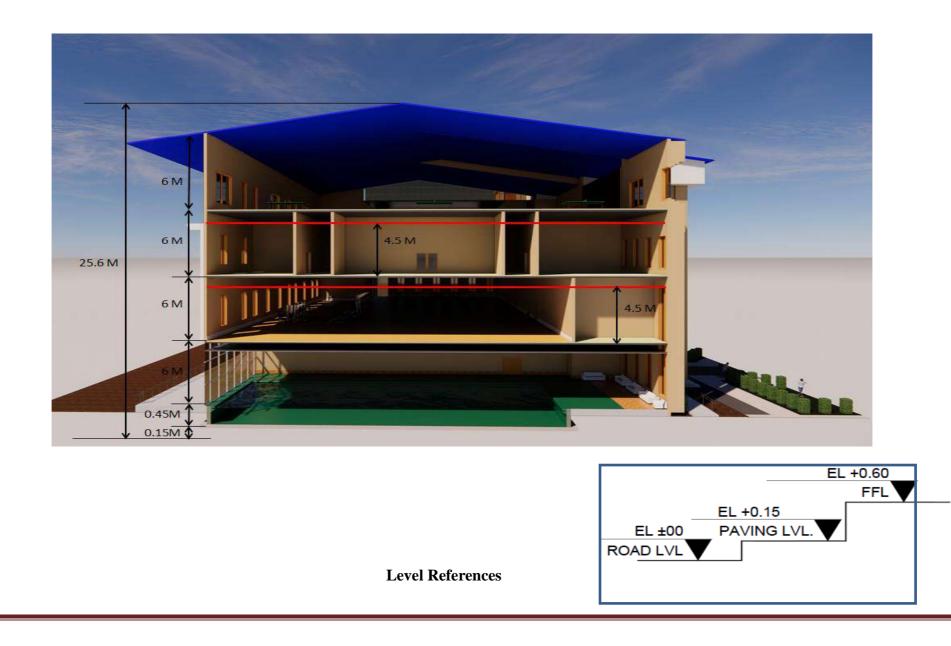
4. Second Floor Area





#### 5. Third Floor Plan

## 6. Conceptual Section



## Appendix 2: 3D Views G+3 WITH GLAZING



FRONT ELEVATIONAL VIEW





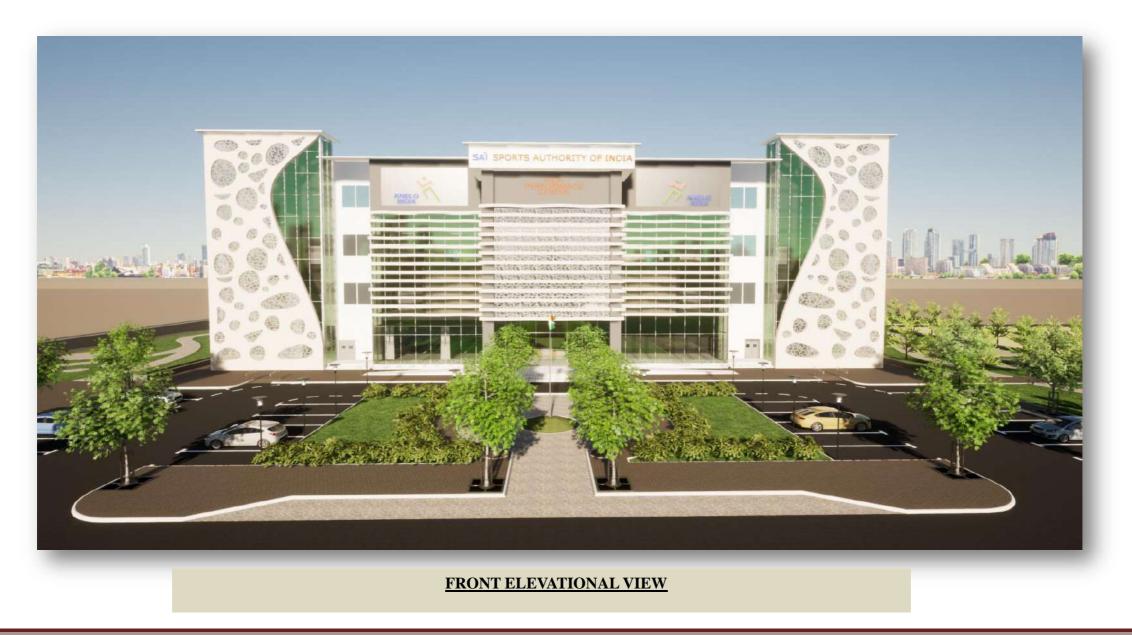
### ALTERNATE OPTION 1





SIDE ELEVATIONAL VIEW

## ALTERNATE OPTION 2





SIDE/REAR ELEVATIONAL VIEW

## **Appendix 3: Estimate Annexure**

	PRELIMINARY ESTIMATE Annexure- 'A' (CIVIL)							
Name of Work:- Construction of High Performance Centre at SAI NCOE Sonepat. (Civil Work).								
S. No.	Description	Qty.	Unit	Rate	Amount	PAR 2021		
1	RCC FRAMES STRUCTURE (Up to Six Storeys)					1.1		
1.1	Floor height 3.60 mtr. (Hospital)	9518.00	Sqm	28455.00	270834690.00	1.1.2		
2	Extra For:-		•			1.3		
2.1	Every 0.3 meter or part thereof, additional/less height of floor above normal floor height of 3.60 meter / 3.00 meter (on areas having additional / less height) (6.00-3.60)= (2.40/0.30) =8x370=2960	9518.00	Sqm	2960.00	28173280.00	1.3.2		
2.2	Every 0.3 meter or part thereof, deeper foundations over		- 1					
	normal depth of 1.20 meter (on ground floor area only) (2.00-1.20)= (0.80/0.30) =2.67x200=533.33 Say 533.00	2356.55	Sqm	533.00	1256041.00	1.3.4		
2.3	RCC Raft foundations (Ground floor only)	2356.55	Sqm	10700.00	25215085.00	1.3.6		
2.4	Stronger structural members to take heavy load				Т			
	above 500 kg per sqm upto 1000 kg per sqm.	282.00	Sqm	1800.00	507600.00	1.3.8		
2.5	Fire Fighting System							
2.5.1	Wet riser and sprinkler system	9518	P/sqm	1200.00	11421600.00	1.5.3		
2.6	Fire Alarm System							
2.6.1	Automatic Fire Alarm System	9518	P/sqm	600.00	5710800.00	1.6.2		
				Total	343119096.00	А		
2.7	Add for Non Schedule items (including additional Elevation works, Rubber flooring etc.) as per client Tentative Costing (Option 1) at sr. no. 8	L.S.			57200000.00			
3	Services:-					2		
3.1	Internal water supply & sanitary installations	343119096.00	100 B.cost	10.00	34311910.00	2.1		
3.2	External service connections and local body approval charges shall be as hereunder or as estimates given by the local body whichever is higher.					2.2		
3.2.2	Civil External Service Connections	343119096.00	100 B.cost	1.25	4288989.00	2.2.2		
4	WATER TANK (RCC ONLY)					4		
4.1	Overhead tank without independent staging	100000.00	Per Litre	20.00	2000000.00	4.5		
4.2	Underground sump	50000.00	Per Litre	20.00	1000000.00	4.5		
4.3	UG sump fo STP 100 KLD 25000+25000 = 50,000 litre	50000.00	Per Litre	20.00	1000000.00	4.5		
5	Development of Site					5		
5.1	Internal roads & paths					5.2		
5.1.1	Cement Concrete pavement with vaccum dewatered concrete	500.00	Sqm	2040.00	1020000.00	5.2.3		
5.1.2	Footpath with PCC base, 60mm thick paver blocks	1500.00	<b>C</b>	2600.00	2000000 00	504		
5.2	and kerb stone edging Filter Water Supply	1500.00	Sqm	2600.00	3900000.00	<u>5.2.4</u> 5.4		
5.2.1	Distribution lines100 mm dia and below	200.00	Mtr	1700.00	340000.00	5.4		
5.3	Storm water drains	250.00	Mtr	8920.00	2230000.00	5.5		
5.4	Rain Water Harvesting (RWH)	400.00	Mtr	3350.00	1340000.00	5.6		
6	Extra for 4 Lane Hydrotherapy Pool	400.00	LS	3330.00	15000000.00	NS		
				Total Rs.	466749995.00			

	PRELIMINARY ESTIMATE Annexure- 'B' (ELECTRICAL)						
	Name of Work:- Construction of High Perform	ance Centre a	t SAI, NC	OE Sonepa	nt. (Electrical W	Vork).	
S. No.	Description	Qty.	Unit	Rate	Amount	PAR 2021	
	Electrical Provision						
1	External service connections and local body approval charges shall be as hereunder or as estimates given by the local body whichever is higher.						
1.1	Internal Electrical Installations	343119096	100 B.cost	12.50%	42889887.00	2.3	
2.0	EXTRA FOR :-						
2.1	Power wiring and plugs	343119096	100 B.cost	4.00%	13724764.00	2.4.1	
2.2	Telephone conduits	343119096	100 B.cost	0.25%	857798.00	2.4.3	
2.3	Electrical External service connections	343119096	100 B.cost	3.75%	12866966.00	2.4.5	
2.4	Third Party Quality Assurance	343119096	100 B.cost	1.00%	3431191.00	2.4.4	
3	Supplying, installation, testing and commissioning of LAN (50% of Total Covered Area)	4759	P/sqm	500.00	2379500.00	6.16.1	
4	Street light with LED (along with outside wall)	2000	P/sqm	150.00	300000.00	6.19.1	
5	Emergency light & illuminated signages	9518	P/sqm	20.00	190360.00	6.28.1	
6	SITC of DG sets, AMF Panel, bus ducting /cables, from DG set to essential panel, DG set enclosure room sound insulation / ventialtion /smoke exhaust as reqd.	250	KVA	10000.00	2500000.00	6.3.1	
7	Provision of LT panel, Feeder pillar distribution system along with MCB, MCCB i/c Earthing and connection with suitable size cable etc. as reqd.		LS		500000.00	LS	
8	Provision of ABC & CO2 type Fire Extinguisher/ FireSupression system for electrical panel room etc as per suitable site conditions.		LS		1000000.00	LS	
9	Provision of IP based CCTV system	9518	P/sqm	200.00	1903600.00	6.10.1	
10	CENTRAL AC PLANT						
10.1	Supplying, installation, testing and commissioning of energy efficient central AC Plant including low side works	450	TD	85000.00	28250000.00	( = 1	
10.2	Extra for stand by chilling units High side	450 450	TR TR	85000.00 38000.00	38250000.00 17100000.00	6.5.1 6.5.2	
10.2	Fire Fighting System	+30		5000.00	1/10000.00	0.3.4	
11.1	Wet riser and sprinkler system	9518	P/sqm	1200.00	Amount included in Civil PE (Annexure- A)	1.5.3	
12	Fire Alarm System						
12.1	Automatic Fire Alarm System	9518	P/sqm	600.00	Amount included in Civil PE (Annexure- A)	1.6.2	

S. No.	Description	Qty.	Unit	Rate	Amount	PAR 2021
	Lifts					
13.1	13 Passengers Lift with power operated centre					
	openingdoors and AC variable vatage & variable					
	frequency	1	No.	1710000.00	1710000.00	3.10
	controls (G+3)					
14	UPS system					
14.1	SITC of online 3 phase UPS system with 30					
	minutes					
	back up including batteries, interconnecting cables,	50	P/KVA	20000.00	1000000.00	6.4.1
	battery racks etc.					
	Solar Water Heating System					
15.1	SITC of Solar Water Heating System with					
	heat			22500/100		
	exchanger type i/c electrical heater backup, make up	10000	Ltr/day	Litre	2250000.00	6.9.1
	water tank but without piping - 100 litres capacity		_			
	Access Control System					
16.1	SITC of Access Control System for building					
	security(Rate applicable only on plinth area of high					
	security	2357	P/sqm	200.00	471310.00	6.11.1
	area in the building) (25% of Total Covered Area)					
17	Conference Hall: SITC of audio visual/conference					
	system (Rate applicable only on carpet area of Hall					
	only)	53	P/sqm	10000.00	527100.00	6.18
18	Hydro pneumatic Water Supply System					
18.1	SITC of Hydro pneumatic Water Supply System					
	consisting of pumps, pneumatic tank, microprocessor					
	based control panel, VFD, inter connecting pipes,					
	valves, cabling, switchgear etc. as reqd.	1500	P/LPM	1500.00	2250000.00	6.13.1
19	SITC of Façade/Decorative light.		LS		100000.00	LS
	SITC of Electric Vehicle Charging System.		LS		500000.00	LS
	Supplying, installation, testing and commissioning of					
	lighting automation					
	including occupancy sensors.	9518	P/Sq.m	200.00	1903600.00	6.14.1
	Swimming Pool equipments for recovery		1			
	hydrotherapy		LS		7500000.00	LS
	Pool/Jacuzi/Hot Pool etc as required.		20		,200000.00	10
	· <b>1</b> , · · · ·			Total	161506076.00	

## Appendix 4: Finishing Schedule:

## GROUND FLOOR:

SL.NO	SPACE	FLOOR	WALL	CEILING	SKIRTING
01	RECEPTION	MARBLE/GRANITE	WALL PAPER/WALL TILE	GYPBOARD DECORATIVE F/C	MARBLE/WALL TILES
02	CORRIDOR	FLOOR TILES	WALL TILE/ PAINT	GYP BOARD + GYP TILE	TILES
03	EXERCISE AREA	RUBBER / FLOOR TILES	WALL TILE/ PAINT	GYP BOARD + GYP TILE	TILES
04	THERAPY ROOMS	FLOOR TILES/WOODEN FLOORING	WALL TILE/ ACOUSTIC PANELLING	GYP BOARD + GYP TILE/ METAL TILES	WOODEN
05	SWIMMING POOL AREA	WOODEN FLOORING + MOSAIC / FLOOR TILE	WALL TILE/ PAINT	GYP BOARD + / METAL TILES	WOODEN
05	TOILETS	FLOOR TILES	WALL TILES	METAL CEILING	-
06	SERVICE ROOMS	FLOOR TILES/ EPOXY FLOORING	WALL PAINT	GYP BOARD	TILES
07	STAIRCASE	GRANITE / KOTA	GRANITE/KOTA DADO + PAINT	-	-

SL.NO	SPACE	FLOOR	WALL	CEILING	SKIRTING
01	TRAINING AREA	RUBBER / FLOOR TILES/ TURF	WALL TILE/ PAINT	GYP BOARD + GYP TILE	TILES
02	THERAPY ROOMS	FLOOR TILES/WOODEN FLOORING	WALL TILE/ ACOUSTIC PANELLING	GYP BOARD + GYP TILE/ METALTILES	AS PER WALL TREATMENT
03	TOILETS	FLOOR TILES	WALL TILES	METAL CEILING	-
04	SERVICE ROOMS	FLOOR TILES/ EPOXY FLOORING	WALL PAINT	GYP BOARD	TILES
05	STAIRCASE	GRANITE / KOTA	GRANITE/KOTA DADO + PAINT	-	-

### THIRD FLOOR:

SL.NO	SPACE	FLOOR	WALL	CEILING	SKIRTING
01	INDOOR PLAY	RUBBER / FLOOR TILES/ TURF	ACOUSTIC PANELLING	EXPOSED TRUSS/ GYP TILES	-
02	ROOMS	FLOOR TILES	WALL TILES / ACOUSTIC	GYP BOARD + GYP TILES	-
03	TOILETS	FLOOR TILES	WALL TILES	METAL CEILING	-
04	SERVICE ROOMS	FLOOR TILES/ EPOXY FLOORING	WALL PAINT	GYP BOARD	TILES