

“REQUEST FOR PROPOSAL”

(RFP)

FOR

PRODUCTION AND TELECAST RIGHTS FOR FIVE (5) EDITIONS OF

- 1. KHELO INDIA YOUTH GAMES**
- 2. KHELO INDIA UNIVERSITY GAMES**
- 3. KHELO INDIA PARA GAMES**
- 4. KHELO INDIA WINTER GAMES**
- 5. FIT India Quiz (National Rounds)**

SPORTS AUTHORITY OF INDIA (SAI)

1st Floor, SAI, HQ, JLN Stadium, Entry no 10, Lodhi Road, New Delhi

Date of issue: 20.01.2024

Last date of submission of Bids: 10.02.2024

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1 Introduction

1.1 In a move to identify and groom young sporting talent, the Government of India has approved a revamped 'Khelo India' programme under which the identified Khelo India Athletes are supported @Rs6.28 lakhs per annum.. The revamped 'Khelo India' programme would impact the entire sports ecosystem, including infrastructure, community sports, talent identification, coaching for excellence, competition structure and sports economy.

1.2 The Ministry of Youth Affairs (MYAS) and Sports Authority of India, under the 'Khelo India' initiative, intends to continue to conduct annual editions (each an "**Edition**" and collectively, "**Editions**" as the case may be) of an event under the 'Khelo India Youth Games' ("**KIYG**"), Khelo India University Games (KIUG)', Khelo India Para Games ("**KIPG**") and Khelo India Winter Games ("**KIWG**") umbrella, the defining national sporting events to encourage participation and for athletes to strive for sporting excellence (such event being the "**Event**" which term shall include the Ceremonies, matches and all ancillary events held during such Event; and such matches/ fixtures being the "**Games**").

1.3 **Objectives of the License Agreement:**

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

2 DEFINITION

- 2.1 **“Affiliate”** means with respect to any person: (a) which owns at least 50% (fifty per cent) of the share capital or equity interest or membership interest of such person; (b) in which such person owns at least 50% (fifty per cent) of share capital or equity interest or membership interest; (c) at least 50% (fifty per cent) of the shares / membership interest of which are owned by the ultimate parent company of such person; or (d) Controls, is Controlled by or is in common Control of such person. The term ‘Control’ shall mean the power to determine the policy and affairs of an entity whether by virtue of voting rights, right to appoint a majority on the board of directors of an entity, by contract or otherwise;
- 2.2 **“Applicable Law”** means the laws and any other instruments having the force of law in India for the time being and any other applicable law/rules/regulations;
- 2.3 **“Applicant and/or Bidder”** means any private or public entity that seeks to acquire the Media Rights and submits a Bid thereof, in line with the terms of this RFP;
- 2.4 **“Archive Content”** shall have the meaning ascribed to it;
- 2.5 **“Bid and/or Proposal”** (including the term “tender”, “offer”, “quotation” or “proposal” in certain contexts) means an offer submitted to SAI to provide services in accordance with the terms and conditions set out in this RFP;
- 2.6 **“Broadcast”** shall mean broadcasting, distributing, exhibiting and/or making available audio and/or audio-visual programming of the Events(s) including games and Fit India Quiz(National Rounds-including Current and Ongoing Editions);
- 2.7 **“Broadcast Hours”** shall have the meaning prescribed to it in Clause 7.2.3;
- 2.8 **“Broadcast Sponsor”** in respect of the events shall mean all sponsors under the broadcast partner category to whom the Licensee has granted broadcast designations and/or sold commercial inventory for such events;
- 2.9 **“Cable Transmission”** means the transmission (whether analogue or digital) of audio-visual and/or visual signals by way of any cable medium, microwave dish system (commonly known as MMDS or wireless cable), master antenna television system (MATV) and satellite master antenna system (SMATV), where transmission is receivable by members of the general public on receivers by means of a decoding device on digital cable television, digital satellite to cable television, subscription cable television, subscription satellite to cable television;
- 2.10 **“Ceremonies”** means opening and closing ceremonies and award ceremonies relating to the Games being broadcast live;
- 2.11 **“Clips”** means clips of non-live audio-visual coverage of the Event (including the Games, Ceremonies, players, and guide commentary), in part or in full;

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

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

2.14 **“Composite Logo”** means the approved event Logo by SAI for each editions of respective Khelo India Games which is inclusive of ‘Khelo India’ logo, Principal Sponsors & Event Mention;

2.15 **“Designated Account”** shall mean the bank account of SAI, the details of which are as follows:

BANK A/C NAME: SECRETARY SAI (KHELO INDIA)

BANK A/C NO: 108510100032325

BANK NAME: UNION BANK OF INDIA

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

IFSC CODE: UBIN0810851

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

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

2.18 **“DTH”** or **“Direct to Home”** shall mean the transmission of audio-visual content in an intelligible form by means of a signal which is transmitted direct from a satellite dish (or any other form of satellite reception equipment now available or developed in future) at the place of reception for the purpose of re-transmission to any place other than that place of reception including, without limitation, satellite master antennae systems, operated on an “Intermediate Frequency” basis (commonly referred to as “SMATV I.F.”), including satellite systems commonly referenced as direct-to home satellite or direct broadcast satellite (DBS) systems;

2.19 **“Edition”** shall mean each of the five (5) editions of the respective Khelo India Games to be held annually or at such other times as may be decided by SAI.

2.20 **“Effective Date”** shall mean the date of the award of the Bid by SAI to the successful Bidder;

2.21 **“Event”** or **“Khelo India Games”** or **“KIG”** shall mean the Khelo India Youth Games, Khelo India University Games, Khelo India Para Games and Khelo India Winter Games;

2.22 **“Event Sponsors”** means sponsors for any edition of Khelo India Games including but not restricted to the Principal Sponsor, Powered-by Sponsor, Co-powered By Sponsor, official travel partner, ticketing partner, hotel partner, catering partner, On-Ground sponsor, player-and-referee jersey sponsor, and in each case approved by SAI at its sole discretion. This excludes Broadcast Sponsors as defined in this RFP;

- 2.23 **“Fit India Quiz”** shall mean the quiz on sports and fitness organized by SAI. (Brief -Fit India Quiz is India’s biggest quiz on sports and fitness with a total cash prize of ₹ 3.25 crore to school and students. It gives a unique platform to students from each and every nook and corner of the country to showcase their knowledge in sports and fitness on National Platform.
In its first edition, Fit India Quiz 2021, a total of 36,299 students from 13,502 schools participated in the preliminary rounds. State/UT champions from 36 State/Uts were declared in the state web rounds who then went ahead to compete in the national rounds. 40% of the schools that featured in the National Rounds were government schools. In first edition, 13 episodes were telecasted on TV and OTT platform. In the second edition, Fit India Quiz 2022, 61,981 students from 16,702 schools participated in the preliminary rounds held on 8th & 9th December 2022. These 16,702 schools were located in 702 districts of India. ;
- 2.24 **“Feed”** means live and continuous moving image video signal of the Event (including the Ceremonies and the Games) of at least that standard and specification which is consistent with the then prevailing standard, which may incorporate slow motion replays, titles and any graphics selected by or on behalf of the Licensee;
- 2.25 **“Financial Year”** or **“F.Y.”** shall mean the financial year consisting of 12 (twelve) months, commencing from the first day of the month of April and ending on the last day of the month of March of the succeeding year;
- 2.26 **“Force Majeure”** shall have the meaning ascribed to the term in Clause 21.3.5;
- 2.27 **“Games”** shall mean each match/ fixture forming a part of each edition of Khelo India Games;
- 2.28 **“Group Entities”** means: (a) the Bidder; (b) Affiliates of the Bidder; (c) the shareholders / members of the Bidder who hold at least 50% (fifty per cent) of the share capital or equity interest or membership interest of such Bidder; (d) all entities whose accounts are consolidated on a line by line basis in the audited financial statements of members / shareholders covered under (c); © any joint venture company in which a member / shareholder covered under (c) holds at least 50% (fifty per cent) interest and the other joint venture partner of such joint venture company;
- 2.29 **“GST”** shall mean the goods and services tax as levied under the Applicable Law and shall include the Central Goods and Services Tax (‘CGST’), the State Goods and Services Tax (‘SGST’) / Union Territory Goods and Service Tax (‘UTGST’) and/or the Integrated Goods and Services Tax (‘IGST’) as may be applicable;
- 2.30 **“Highlights”** means any edited recorded segment(s) or extract(s) of the Event (including the Games, Ceremonies, in part or in full);
- 2.31 **“Indemnifying Party”** shall have the meaning ascribed to it in Clause 21.10.4;
- 2.32 **“Indemnified Party”** shall have the meaning ascribed to it in Clause 21.10.4;
- 2.33 **“Intellectual Property”** shall have the meaning ascribed to it in Clause 21.7;
- 2.34 **“Internet”** means the global communications system of computer networks accessible by the public which interconnect, either directly or indirectly, individual computers and/or networks by making use

of TCP / IP transport protocols (or derivatives thereof) which may be accessed by means of the world wide web and derivate URL addresses and which enables users to engage in two-way transmissions of data over such networks in order to receive content (including by fixed, wireless network and transmission by satellite, mobile, DSL, ISDN, WiMAX, other broadband links, or any other technology, whether current or supplemental or successor or new, but excluding Mobile Technology and Television);

- 2.35 **“Internet Protocol Television IPTV”** means transmission using the protocol commonly known as “Internet Protocol” or “IP” over a closed data delivery network or networks (including broadband delivery networks and virtual private networks, but excluding any open access data delivery network), which transmission is encrypted so to only be intelligibly received and exhibited by customers of, or subscribers to, such “Internet Protocol” service in the relevant territory;
- 2.36 **“KIG Mark”** means the official Khelo India Games emblem including any foreign translation and any permutation and derivation thereof, registered/ applied for registration by SAI in relation to the Event;
- 2.37 **“Khelo India Website”** means the official website of Khelo India;
- 2.38 **“Licensee”** means the successful Bidder with whom SAI enters into the License Agreement;
- 2.39 **“License Agreement”** or **“Contract”** shall mean the license agreement entered into between the successful Bidder and SAI along with RFP Document, all annexures and schedules thereto and shall include any modifications made in writing thereto between the parties;
- 2.40 **“Live Feed”** shall mean the live and continuous moving image video signal of each Game which is of a standard and specifications consistent with the presently accepted standard and specification of international broadcast of sporting event in such aspect ratio of 16:9 (HD resolution 1920x1080) , incorporating slow motion replays, titles and any graphics, with international commentary in English and with integrated international ambient sound and audio on a separate track in broadcast format of high definition;
- 2.41 **“Media Rights”** shall have the meaning ascribed to it under Annexure – A of the License Agreement;
- 2.42 **“Media Rights Fee(s)”** or **“Rights Fee”** shall mean the fee absorbed by the Licensee while quoting the production cost to SAI and shall mean for grant of the Media Rights and as more particularly set out in the License Agreement.;
- 2.43 **“Mobile Broadcast Technology”** means each wireless standard or technology which is used during the Term for the point to multi-point broadcast of audio-visual images to mobile devices including:
- a) Digital Video Broadcasting-Handheld (DVB-H).
 - b) Digital Audio Broadcasting (DAB).
 - c) Digital Multimedia Broadcasting Terrestrial (DMB-T)
 - d) Digital Multimedia Broadcasting-Satellite (DMB-S)
 - e) Integrated Services Digital Broadcasting-Terrestrial (ISDB-T).
 - f) Qualcomm’s Media FLO technology.
 - g) and derivative systems and services but excluding any Mobile Telecommunications Technology

- 2.44 **“Mobile Technology”** means Mobile Telecommunications Technology and Mobile Broadcast Technology or any other technology, whether current or supplemental or successor or new Mobile Telecommunications Technology and Mobile Broadcast Technology, for the broadcast of audio-visual images to Mobile Devices including DVB-H, DAB, DMB-T, DMB-S ISDB-T and Qualcomm’s MediaFlo technology;
- 2.45 **“Mobile Telecommunications Technology”** means mobile telecommunications technology which is or may be used with radio frequency spectrum in any band to enable or facilitate transmission of textual material, data, voice, video, audio-visual or multimedia content or services to mobile devices and which include General Packet Radio Services (GPRS), the Global System for Mobile Communications (GSM) (also including GPRS, EDGE and HSCSD), and the Universal Mobile Telecommunications System (UMTS), Code Division Multiple Access (CDMA (including W-CDMA)), High Speed Package Access (HSPA), Long-term Evolution (LTE) (also Including E-UTRA), mobile WiMAX (802.16e), and other mobile WiMAX standards hereafter developed) and their related or derivative systems and services or any combination of them but excluding any Mobile Broadcast Technology and fixed wireless systems (including Wi-Fi (802.11), fixed WiMAX / HiperMAN / WiBro (802.16a-d), Bluetooth, MMDS, LMDS, IrDA and iBurst / HC-SDMA);
- 2.46 **“Mobile Devices”** means any handheld portable personal device (whether now known or hereafter developed) which is primarily designed or adapted to be capable of being used while in motion and which when connected to a mobile communications network uses Mobile Communications Technology in order to send and receive voice and data (including without limitation audio and audiovisual content);
- 2.47 **“Mobile Rights”** shall mean the delivery or access to the audio video content for reception and viewing in an intelligible form on a Mobile Device where the communication link(s) used in such delivery comprises, at least in part, Mobile Communications Technology and/or Mobile Broadcast Technology;
- 2.48 **“On Demand”** means the delivery of access to the audio video content across all forms of video on demand including via AVOD, TVOD, PPV, VOD and SVOD;
- 2.49 **“On-ground Sponsor(s)”** for the event shall mean the sponsor(s) having an on-ground presence at the venues of the Games, and / or Event as approved by SAI;
- 2.50 **“Performance Security”** shall have the meaning ascribed to the term in Clause 17;
- 2.51 **“Person”** shall mean and include an individual, an association, a corporation, a firm, a partnership, a joint venture, a venture capital fund, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity;
- 2.52 **“Prasar Bharati”** means the statutory autonomous body established under the Prasar Bharati (Broadcasting Corporation of India) Act, 1990, and designated as India’s public service broadcaster, which meets its objectives of public service broadcasting in terms of the Prasar Bharati Act through the All India Radio (AIR) and Doordarshan;
- 2.53 **“Production Kits”** shall have the meaning ascribed to it in Annexure-B;

- 2.54 **“Primary Product Category”** means the primary product category designated in the relevant agreement between SAI and the relevant Event Sponsor and agreed by the Licensee;
- 2.55 **“Principal Sponsor”** means the principal sponsor for the Khelo India Games finalised by SAI at its sole discretion;
- 2.56 **“EMA”** means the Event Management Agency with whom SAI has contracted for organizing, coordinating, managing, marketing and commercializing the Event;
- 2.57 **“Radio Rights”** shall have the meaning ascribed to it in License Agreement;
- 2.58 **“Reserved Rights”** shall have the meaning ascribed to it in Annexure D;
- 2.59 **“RFP”** means this Request for Proposal;
- 2.60 **“Television/ T.V.”** means the transmission of audio-visual programming by means of Terrestrial Television, satellite television, cable television, IPTV, or any other technology, whether current or supplemental or successor or new, transmission of which or retransmission thereof is solely intended for intelligible reception on the screen of television monitors. For the avoidance of doubt, Television shall specifically exclude, without limitation, Digital Transmission;
- 2.61 **“Term”** means the period commencing from the date of execution of the License Agreement and expiring 3 (three) months after the date of the closing ceremony of the 5th edition of the last scheduled Khelo India Games or the 5th edition of FIT India Quiz, whichever is later, subject to earlier termination of the License Agreement in accordance with the terms thereof;
- 2.62 **“Terrestrial Television”** means linear Television transmitted over-the-air through terrestrial frequency bands whether in analogue or digital format, standard definition, high definition or any evolution thereof or otherwise by an authorized and licensed broadcast station and intended for direct reception by the general public using reception antennas for no fee or charge (other than any tax, levy or fee imposed by any governmental, administrative or other public authority in the relevant territory or part of it). For clarity, Terrestrial Television shall include the right to make a simulcast / re-broadcast of such Terrestrial Television distribution via cable television, satellite television and IPTV (to the exclusion of any Digital Transmission), including where there is a charge for such simulcast / rebroadcast distribution as part of a package or service (e.g. a “basic package” where a simulcast / re-broadcast of a Terrestrial Television channel is part of a basic subscription package of a satellite television service);
- 2.63 **“Territory”** shall mean the world;

3 SUMMARY OF THE BID

- 3.1 The information contained in this Request for Proposal Document (herein after known as “**RFP Document**”), documents and/or information provided by or on behalf of Sports Authority of India (“**SAI**”) or any of its representatives, employees or advisors (collectively referred to as “**Representatives**”), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and such other qualifications which may have been enumerated when the information was being provided. This RFP constitutes a request for Bids from eligible entities (as determined in accordance with the eligibility criteria set out in Clause 5 of the RFP) to acquire the Media Rights (as more particularly set out in Clause 7.1) for the Term in respect of the Territory, subject to the terms of this RFP and the License Agreement.
- 3.2 Upon selection of a Bidder by SAI, SAI and the Licensee shall enter into a detailed contract/agreement incorporating the provisions of this RFP and the successful Bid (“**License Agreement**”). However, the Licensee’s obligation will commence from the date of the award of the Bid.
- 3.3 This RFP Document is not an agreement nor 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 Bid. 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.
- 3.4 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.
- 3.5 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.

4 INSTRUCTIONS TO THE BIDDERS

- 4.1 The Bidders can download this RFP from the website: <https://sportsauthorityofindia.nic.in> <https://kheloindia.gov.in> & CPP Portal website: <https://eprocure.gov.in/eprocure/app>. The RFP must be downloaded from the said websites only. Subsequently, Bid must be prepared and submitted ONLINE ONLY through CPP portal as per the Bid Schedule as more particularly specified in Clause 10 of this RFP.
- 4.2 The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal.
- 4.3 All Bidders interested in participating in the online e-Tendering process are required to obtain Class II or Class III Digital Certificates. The Bid should be prepared and submitted online using individual's digital signature certificate.
- 4.4 Bidders Tool Kit Link (detailed help documents designed for Bidders) has been provided on e-Tendering website to guide them through different steps involved during e-Tendering such as online procedure for tender document purchase, bid preparation and bid submission. If any assistance is required regarding e-Tendering (registration/upload/download) please contact the Govt. of India e-Tendering Help Desk. RFP will not be sold/ issued manually from the SAI.

4.5 Bid Preparation Cost

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

4.6 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 Bid and to annul the bidding process and reject all the Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reason.

- 4.6.1 SAI reserves the right to reject any Bid if:
- 4.6.1.1 At any time, a material misrepresentation is made or discovered, or
 - 4.6.1.2 The Applicant/s do/does not respond to requests for supplemental information required for the evaluation of Bids within the stipulated time period or any time period as may be communicated to the Applicant/s by SAI; or
 - 4.6.1.3 The Applicant/s do/does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details

4.7 Amendment of the RFP

- 4.7.1 At any time prior to the Proposal Due Date, 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 way of issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://eprocure.gov.in/eprocure/app> through a corrigendum and form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document

shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant/s to check the above-mentioned website from time to time for any amendment in the RFP document/s. In case of any failure on part of the Applicant/s to check and consider the amendments made, if any, the SAI shall not be responsible for any consequences resulting therefrom.

- 4.7.2 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.

4.8 Data Identification and Collection

4.8.1 It is desirable that the Applicant/s submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

4.8.2 It would be deemed that by submitting the Proposal, the Applicant has:

4.8.2.1 Made a complete and careful examination and accepted the RFP in totality;

4.8.2.2 Received all relevant information requested from SAI; and

4.8.2.3 Made a complete and careful examination of the various aspects of the Scope of Work.

4.9 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

4.10 Language and currency

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

4.10.2 The currency for the purpose of the Proposal shall be Indian Rupees (INR).

4.11 Format and signing of Proposals

4.11.1 The Applicants shall prepare electronic copies of the technical and commercial e-bid/Proposals separately.

4.11.2 Applicants shall provide all the information as per the RFP and in the specified formats. SAI reserves the right to reject any Proposal that is not in the specified formats.

4.11.3 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.

4.12 Submission of e-bid/Proposal

4.12.1 The Bid submission module of e-procurement website <http://eprocure.gov.in/eprocure/app> enables the Applicants to submit the Proposal online in response to this RFP published by the SAI. Submission can be done till the Proposal Due Date specified in the RFP. 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 servers 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. The Applicant/s shall be solely responsible or any delay in submission of Proposal due to any reasons.

4.12.2 The Applicants must follow the following instructions for submission:

- 4.12.2.1 For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website <http://eprocure.gov.in/eprocure/app>.
- 4.12.2.2 In addition to the normal registration, the Applicant must register with its Digital Signature Certificate (DSC) in the e-tendering system and subsequently it will be allowed to carry out its e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register its DSC, the Applicant should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which it has registered.
- 4.12.2.3 For successful registration of DSC on e-procurement website <http://eprocure.gov.in/eprocure/app> the Applicant must ensure that it should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://eprocure.gov.in/eprocure/app> is presently accepting DSC issued by these authorities only. The Applicant can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. SAI shall not be held responsible if the Applicant fails to submit its e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- 4.12.2.4 The Applicant can search for active tenders through “search active tenders” link, select a tender in which it 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 its 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.
- 4.12.2.5 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.
- 4.12.2.6 Before uploading, the Applicant must 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.
- 4.12.2.7 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 DSCs of the Bid openers to ensure that the e-bid/Proposal documents are protected, stored, and opened by concerned Bid openers only.

- 4.12.2.8 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.
- 4.12.2.9 SAI reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

4.13 **Deadline for submission**

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

4.14 **Late submission**

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

4.15 **Withdrawal and resubmission of Proposal**

- 4.15.1 At any point of time, an Applicant may withdraw its Proposal submitted online before the Proposal Due Date. For withdrawing, the Applicant should first log in using its login ID and password, and subsequently by its DSC on the e-procurement website <http://eprocure.gov.in/eprocure/app>. The Applicant should then select “My bids” option in the Bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click “View” to see the details of the Bid to be withdrawn. After selecting the “bid withdrawal” option, the Applicant must 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 must enter the Bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the “Submit” button. The Applicant must confirm again by pressing “OK” button before finally withdrawing his/her selected e-bid/Proposal.
- 4.15.2 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 forfeiture of the Applicant’s e-bid/Proposal security.
- 4.15.3 The Applicant may re-submit its e-bid/Proposal, if required, till the e-bid submission end date and time. The e-bid/Proposal submitted earlier shall be replaced by the new one. For resubmission, the Applicant should first log in using its login Id and password, and subsequently by its DSC on the e-procurement website <http://eprocure.gov.in/eprocure/app>. The Applicant should then select “My bids” option in the Bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click “View” to see the detail of the e-bid to be resubmitted. After selecting the “bid resubmission” option, click “Encrypt & upload” to upload the revised e-bids documents.

4.15.4 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.

4.15.5 No e-bid can be resubmitted after the deadline for submission of e-bids.

4.16 Selection of the Agency

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

4.17 Opening of Proposals

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

4.17.2 The Applicant's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of the 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.

4.17.3 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, shall be announced at the opening. The names of such Applicants not meeting the technical specifications and qualification requirement shall be notified subsequently.

4.18 Right to Vary Scope of Work

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

5 ELIGIBILITY CRITERIA

5.1 Bidders must carefully read the conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation by SAI.

5.2 Each Bidder must fulfil the following qualification criteria:

- 5.2.1 **Valid Incorporation:** The Bidder must be validly incorporated under the laws of India and be an existing and ongoing entity in India for **at least five years**;
- 5.2.2 **Turnover:** The Bidder must have an average annual turnover of at least INR 25,00,00,000 (Indian Rupees Twenty-Five crores) during the last 3 (three) financial years ending –that is FY 2020-2021, FY 2021 – 2022 and FY 2022 – 2023.; and
- 5.2.3 **Minimum active user base of 70 million on monthly basis on an average during the last 12 months ending the date of bid submission for the sports channel on which games will be broadcasted.**
- 5.2.4 **Technical abilities:** The Bidder must have:
 - 5.2.4.1 the necessary licences and approvals under Applicable Laws to broadcast and stream the Feed on Television and Digital Platforms; and
 - 5.2.4.2 prior experience in broadcasting multi-venue or multi-sports large scale sports events in or outside India.

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

- 5.3.1 Joint Venture/Consortium: Maximum of two companies/contractors may participate in the bidding as a Joint Venture/Consortium.
- 5.3.2 Joint Ventures/Consortium must comply the following requirements:
 - 5.3.2.1 The qualifying criteria parameters as set out in this RFP shall be satisfied collectively by members and not individually.
 - 5.3.2.2 The formation of Joint Venture/Consortium or change in the Joint Venture character/partners after submission of the bid and any change in the bidding regarding Joint Venture/Consortium shall not be permitted.
 - 5.3.2.3 Joint Venture/Consortium Agreement should legally bind all partners/members jointly and severally.
 - 5.3.2.4 The pre-qualification of a Joint Venture/Consortium does not necessarily pre-qualify any of its partners/members individually or as a partner in any other joint venture or association. In case of dissolution of a Joint Venture/Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
 - 5.3.2.5 The JV Agreement/Consortium must include the relationship between joint venture partners/Consortium members in the form of JV Agreement/Consortium Agreement to legally bind all partners/members jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture/Consortium. Such JV Agreement/Consortium must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful. **The Bidder must attach a copy of such JV**

Agreement.

- 5.3.2.6 One of the partners/Consortium members responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney/Board Resolution signed by legally authorized signatories of both the partners.
- 5.3.2.7 The JV/Consortium Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and both partners of the Joint Venture/members of Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
- 5.3.2.8 The contract agreement should be signed jointly by each Joint Venture Partners/Consortium members.
- 5.3.2.9 An entity can be a partner/member in only one Joint Venture/Consortium. Bid submitted by Joint Ventures/Consortium including the same entity as partner/consortium will be rejected.
- 5.3.2.10 The JV agreement/Consortium shall specify the share of each individual partner/member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner/Member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.
- 5.3.2.11 In the case of JV/Consortium, Payments will be made to lead partner.

5.4 Fit and Proper Person:

- 5.4.1 For determining whether a Bidder is a 'Fit and Proper Person', SAI may take the indicative criteria mentioned in this clause.
 - 5.4.1.1 Financial integrity of the Bidder.
 - 5.4.1.2 Ability of the Bidder to undertake all obligations set out under the License Agreement.
 - 5.4.1.3 Absence of convictions or civil liabilities against the Bidder.
 - 5.4.1.4 Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017 (provided such debarment is still existing);
 - 5.4.1.5 Absence of any disqualification as specified below:
 - 5.4.1.5.1 Conviction of the Bidder or any of its respective directors, partners, executives, or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
 - 5.4.1.5.2 Admission of an application for winding up or liquidation under Applicable Laws against the Bidder or any of its or their respective directors and partners.
 - 5.4.1.5.3 Any action or proceeding being initiated under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or derecognition by any professional body being initiated against the Bidder.
 - 5.4.1.5.4 Current or previous banning of the Bidder or its respective directors, partners, executives, or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason.
 - 5.4.1.5.5 Default by The Bidder or any of its or their respective directors and of any of its obligations to a financial institution or has defaulted on any of its obligations to a

financial institution in the last 3 (three) financial years.

5.4.1.5.6 Blacklisting of the Bidder by any government or semi-government body.

6 RFP PROCESS

- 6.1 This RFP is only illustrative in nature and all narrations are intended to be used by the applicant as preliminary background information. This RFP is not exhaustive and does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or amend the requirements or information contained in this RFP at any time prior to the submission of the Bid, save in relation to the eligibility criteria, technical requirements, and the evaluation principles of the Bids.
- 6.2 SAI reserves the right to:
- 6.2.1 Rank the Bidders in order of the attractiveness of the respective Bids submitted.
 - 6.2.2 Review, reconsider and amend the scope of services to be offered in respect of the Event at any time prior to the first Bid submission.
 - 6.2.3 Accept or reject any or all Bids (including the most competitive commercial Bid) in its absolute discretion, without assigning any reasons for the same.
 - 6.2.4 Extend the time for submission of Bids at its sole discretion at any time prior to the due date, in case of any amendments in the RFP, with the amended RFP to be duly notified on the website and the same to be binding on all the Bidders; and
- 6.3 In the event of any misstatement or misrepresentation being discovered or detected in the information furnished / documents submitted by the Bidder in response to this RFP or at any later stage or in the event of any contravention by the Bidder of any condition or criterion stipulated by SAI, SAI shall have the right to terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by SAI to the Bidder as damages or penalty. The penal provisions as stated in Earnest Money Deposit Declaration / Performance Security, as applicable, submitted by the Bidder shall stand forfeited forthwith, without any further notice from SAI;
- 6.4 SAI will not be liable for any costs, damages or losses for the Bid process incurred by any Bidder participating in this RFP, if SAI decides to cancel the RFP process, for any reason whatsoever. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by SAI to facilitate the evaluation process.
- 6.5 The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:
- 6.5.1 understood and examined the extent of the Media Rights, scope of services and other information made available in writing by SAI, for the purpose of this RFP.
 - 6.5.2 examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
 - 6.5.3 satisfied itself as to the correctness and sufficiency of the RFP.
- 6.6 Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with SAI or any of its government partners in relation to this RFP. Any clarifications and all information must be sought via e-mail only to procurement.kheloindia@gmail.com
No queries shall be entertained by SAI after scheduled date and time mentioned in Clause 10.

7 GRANT OF RIGHTS AND SCOPE OF SERVICES

7.1 Grant of Rights

The Licensee shall be granted the following rights for the Term, on a global, exclusive basis, subject to the terms of the License Agreement (“**Media Rights**”) for the Games and Fit India Quiz (National rounds- including Current and Ongoing Editions) and any other programmes created around Fit India quiz.

- 7.1.1 Produce live and continuous moving image video signal of the Event (including the Ceremonies and the Games) of the minimum standard and specification that is consistent with the then prevailing market standard, which shall incorporate slow motion replays, titles and any graphics selected by or on behalf of the Licensee (“**Feed**”);
- 7.1.2 Broadcast, distribute, exhibit and/or make available audio and/or audio-visual programming (“**Broadcast**”), on a linear and on demand, downloadable basis, on a live and delayed (including any repeats and Highlights) basis, audio-visual programming of unlimited duration of the Event (including the Ceremonies and the Games) by means of Television and Digital Transmission, on a free, social media, pay-per-view or pay basis, in full or in part, in English and Hindi language and any other languages as it deems fit; and other rights more particularly set out in Annexure A.
- 7.1.3 Produce and Broadcast Fit India Quiz (National Rounds- including Current and Ongoing Editions)
- a) Min 13 episodes with 36 state champions teams details of which will be provided by SAI.
 - b) The broadcast should be of international quality in a state of art studio set up with multiple cameras, interactive rounds, celebrity anchors and use of state of art technology for buzzer rounds, Audio video segments, call a friend etc.
 - c) Integration of key physical rounds in each edition of the game in alignment with SAI
 - d) Use of key sports icons and celebrities for the episodes including the quiz masters
 - e) The finals of the FIT India quiz (including Current and Ongoing Editions) maybe planned at a grand scale in alignment with SAI. It may be a bigger event involving some key dignitaries to lend stature to the event hence may be held at a non-studio location like an indoor stadium etc in consultation with SAI. The bidder will be required to produce a minimum of 13 episodes, each of minimum duration 30 min (including free commercial time-FCT) for telecast on their key channel (s) and OTT platforms.
 - f) The bidder will also produce thematic campaign and tune-in promos for the FIT Quiz for use on TV and Digital Media.
- SAI will provide the venue and logistical support for such an event but the production & broadcast / has to be done by the bidder.
- SAI will ensure that all main participants and their companion / guardian (one nos) will be made available for the shoot at studio locations for the duration that they may be required.
- All the production should be in HD throughout the contractual period.
- 7.1.4 The selected bidder will be responsible for production and broadcast of the national rounds of FIT India Quiz programme including Current and Ongoing Editions, as detailed in clause 7.1.3, 5 editions during the contract period. However, in the event that SAI decides not to conduct the FIT India quiz during the contract period, the selected bidder shall indemnify SAI against any loss of revenue to the bidder and shall not hold SAI responsible for any demurrage. The bidder shall not be entitled to any refund or return of the portion of media fee already paid/committed to SAI.

- 7.1.5 Complete liberty and discretion to commercially exploit all on-air inventory including the right to appoint Broadcast Sponsors, subject to the terms and conditions of the License Agreement.
- 7.1.6 Access to Players to be provided by SAI on a best effort basis and not as a deemed obligation for the following:
 - 7.1.6.1 At the Licensee's request, SAI shall provide the Licensee with access to the players participating in the Events, provided that such request is reasonable.
 - 7.1.6.2 Such access shall be provided at the request of the Licensee: (i) before and after each sporting Event or match, for the purpose of creating audio visual promotions, video clips, ad films, and any other promotional activity in relation to the Event, at no extra cost to the Licensee; and (ii) in general depending on the availability of the player, for ad-shoots and attending and participating in television programs organized by the Licensee in relation to the Event;
 - 7.1.6.3 SAI shall ensure that, for the purpose of promoting or increasing the viewership of the Event, the Licensee has the right to photograph the players, as well as the right to film, televise, photograph, identify and otherwise record the player and his/her performance during the sporting events and periods ancillary thereto, including training and press conferences,
 - 7.1.6.4 SAI shall ensure that if possible, it shall endeavour to allow to the Licensee the right to use the player characteristics of each player for the purposes of promotion of the Event, at no extra cost to the Licensee.
 - 7.1.6.5 Subject to SAI's approval, SAI shall provide the Licensee with exclusive right to (i) use the audio-visual and/or – visual and still images of players in advertisements and/or promotions of forthcoming coverage of the Event on any platforms; and (ii) operate any competition or contest relating to the Event within the Territory using the SAI Marks and/or Feed; and (iii) gamification rights.
- 7.1.7 SAI shall provide the Licensee the right to use all recorded information relating to the Games in the Event and players, including all fixture lists, scores and/or statistical information relating thereto, regardless of form or the media on which it may be recorded. Further, the SAI shall make available to the Licensee, all timely data in respect of Games results and other developments during the Event.
- 7.1.8 SAI shall on a best effort basis and at its sole discretion endeavour to ensure that the Licensee's logo appears in each situation where the SAI's partners' logos and/or signages are presented.

7.2 Services

The Licensee will be required to provide the following services:

- 7.2.1 Produce and Broadcast live, through Television and Digital Transmission Games specified in Annexure B.
- 7.2.2 Produce and Broadcast live, through Television and Digital Transmission, the opening and closing ceremony and any other ceremony of each Events.
- 7.2.3 Produce and Broadcast live, a minimum number of hours of the Event through Television and Digital Transmission, respectively as set out in Annexure B ("**Broadcast Hours**").
- 7.2.4 Produce the Event in accordance with minimum specifications provided in Annexure E.
- 7.2.5 Ensure that a constant dynamic logo will be inserted at the top left corner of the Feed for the entirety of the Broadcast of the Event through Television and Digital Transmission. Such constant dynamic logo shall alternate between the composite Event logo/main or principal sponsor/Khelo India logo. Any changes to the said terms shall be at the sole discretion of SAI.
- 7.2.6 Only the composite and approved Khelo India Games Logo should be used by the Broadcaster across all platforms. The Composite Logo would have the Principal Sponsor and the Powered-by

- sponsor logo units and should be voiced inclusive of the event, the Principal and Powered-by sponsor as decided by SAI. Khelo India Games Logo cannot be altered, changed, or used in parts, for example, using only 'Khelo India' without the mention of Games (Youth/University/Winter/Para). For the sake of clarity such Composite Logo shall be the same as those used by SAI for all its activities of the Event, including those outside of broadcast of the Event.
- 7.2.7 Whether under Applicable Law or otherwise, the Licensee must provide the Feed to Prasar Bharati for onward transmission on its non-pay television platforms, including on DD Free Dish as the Event is categorised under 'Event of National Importance' and it is SAI's requirement that the Licensee ensures that the Event shall be aired on the said Prasar Bharati channels. The Licensee should hold good faith discussions with Prasar Bharati on the sharing mechanism, including on clean feed (or not) and on revenue sharing.
- 7.2.8 Ensure that it shall not select or appoint any Broadcast Sponsor in relation to the Primary Product Category of the Event Sponsor, without first offering and providing such Event Sponsor with a notice of 7 days before the commencement of every edition of every Khelo India Games event) to purchase such Broadcast Sponsorship. For the avoidance of doubt, if the Event Sponsor declines to purchase such Broadcast Sponsorship or fails to respond to such offer within the 7-day () period, the Licensee may appoint as Broadcast Sponsor, any other person, including, save for the Principal Sponsor, a person who is a Competitor of the Event Sponsor. Provided that, SAI shall provide the Licensee with its list of Event Sponsors at least 90 days prior to the commencement of every edition of each Khelo India games along with their relevant Primary Product Category. Should the SAI not provide the Licensee with the list by dates as stipulated herein, the Licensee shall be free to invite sponsorships and/or inventory from any person, including any Competitor of the Event Sponsor(s).
- 7.2.9 Provide coverage of the Event on any channel that forms part of one of the top two sports channels of the Bidder in terms of reach to pay television households.
- 7.2.10 Provide coverage of the Event on a Digital Platform that is available to all mobile subscribers in India. For sake of clarity, the availability of the Event cannot be restricted to any one handset/mobile operator.
- 7.2.11 Produce Highlights in at least 3 languages and broadcast on widely distributed, language-specific Television channels and on the Digital Platform. As regards the inclusion of Ceremonies in the Highlights package to be produced by the Licensee, the Licensee must ensure that the Highlight package of each of the editions of Khelo India Games the Event includes at least a 10-minute feature of the opening ceremony of the Event.
- 7.2.12 Within 90-days of the conclusion of the last day of the Event, the Licensee shall provide a written report to SAI, which shall specifically detail out the following:
- 7.2.12.1 Viewership numbers and statistics of the Event on Television and Digital Platforms.
- 7.2.12.2 Availability of the Event on TV and Digital Platforms. For Television, Licensee should provide preceding six-month viewership (basis BARC, All India, CS2+ Urban + Rural) for the channels on which the Event was broadcast and confirm that the requirement of availability on one of the top two channels has been met. For Digital Platforms, Licensee shall provide aggregate viewership, viewership by platform and provide confirmation that because of the Licensee's actions, the availability of the Event was not restricted on any platform. It is hereby clarified that the basis 'BARC, All India, CS2+ Urban + Rural', as specified in this clause above, shall mean the details of viewership as determined by the Broadcast Audience Research Council on an all-India basis for both cable and satellite including both urban and rural data.
- 7.2.12.3 Computation of marketing spends and spend on inventory support incurred by the

Licensee; and

7.2.12.4 Timeline of marketing activity from commencement of marketing campaign to end of Event.

- 7.2.13 Ensure that the state wise points table, tickers with result updates and score updates to be inserted at a frequency of 20 inserts per day (each day of 7-hour broadcast) so as to maximize interest and give the audience maximum information on the Event.
- 7.2.14 Ensure that the Commentators highlight state wise performance specifics across the entirety of the Broadcast so as to trigger and maximize a campus level activation of the Event.
- 7.2.15 Ensure that the SAI nominated Government of India Officials, or any other dignitaries are interviewed at the side-lines of the Event during prime time and the repeat broadcast is relayed every day of the Event. Such interviews shall not be more than twice each day and each segment shall not exceed two minutes.
- 7.2.16 Ensure that the overriding theme of providing the youth of India with a performance platform on par with the Olympic games / Commonwealth games / Asian games is the primary motive of the Event and the same shall be relayed using vignettes / presentations, that shall be prepared by the Licensee and confirmed by SAI.
- 7.2.17 Ensure a minimum spend (Cash Spend) of INR 1,00,00,000/- (Indian Rupees one Crore Only) towards marketing / promotional activities per year across various products and INR 20,00,00,000/- (Indian Rupees Twenty Crore Only) towards inventory support per year across various products (Declaration for the same to be provided in the format prescribed under Annexure G of this RFP).

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

7.4 **Reserved Rights**

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

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

8 EARNEST MONEY DEPOSIT (EMD)

- 8.1 The Bidder shall furnish along with its Bid, a Bid Security/ Earnest Money Deposit for an amount of INR 1.65 Crores/- (Indian Rupees One Crore Sixty Five Lakhs only).
- 8.2 The Bid Security is required to protect SAI against the risk of the Bidder's unwarranted conduct as amplified under subsequent sections of this RFP. Non-submission of Bid Security shall be considered as a major deviation and hence, any Bid made for the project without furnishing Bid Security shall not be considered valid by SAI.
- 8.3 In the event the Bidder is exempted from furnishing such Bid Security pursuant to any Notification of the Government of India to that effect, then the Bidder shall furnish the relevant Notification along with required documents such as a valid Registration Certificate along with all other relevant documents. If no such Notification or Registration Certificate along with relevant documents is furnished along with the Bid, the Bid shall be treated as un-responsive and shall be summarily ignored without any further reference.
- 8.4 **The Bid Security shall be furnished in one of the following forms:**
- Account Payee Demand Draft
 - Banker's Cheque
 - Electronic Bank Guarantee
 - Fixed Deposit (FDR)
 - Bank Guarantee from any of the Commercial Banks
 - Insurance Surety Bonds (OM No. F.1/2/2022 - PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022)
 - Any online acceptable method (NEFT/RTGS) as per the following details (the Bidder must submit a copy of UTR No. in case the transaction is done by this method)
 - A/C NAME: SECRETARY SAI (KHELO INDIA)
A/C NO: 108510100032325
BANK NAME: UNION BANK OF INDIA
BANK BRANCH: J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI BRANCH CODE: 1085
IFSC CODE: UBIN0810851
- 8.5 Demand Draft/Bankers Cheque/FDR/BG from a Scheduled Commercial Bank drawn in favor of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi shall be deposited in the office of KHELO INDIA, Room No. 5, 1st Floor, Ramp No 5A, JLN Stadium, Lodhi Road on or before scheduled date given in this RFP.
- 8.6 The Bid Security shall be valid for a period of 45 (Forty-Five) days beyond the validity period of the Bid as mentioned in Clause 11.7.
- 8.7 Bid securities of unsuccessful bidders during first stage i.e. technical evaluation will be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
Bid securities of unsuccessful bidders during second stage i.e. financial evaluation will be returned within 30 days of award of contract.
The Bid Security of successful Bidders will be returned without any interest, after receipt of Performance Security from that Bidder.
- 8.8 The Bid Security may be forfeited if a Bidder:
- Withdraws or amends or impairs or derogates its Bid during the period of Bid validity; or
 - 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; or
 - Successfully qualifies for the Bid but fails to sign the Contract within the stipulated time; or
 - Without prejudice to other rights of SAI, if it fails to furnish the required Performance Security within the specified time period.

9 BID VALIDITY

- 9.1 The Bid shall remain valid for acceptance for a period of 90 days (ninety) 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.
- 9.2 In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, shall extend the same without any change or modification of their original Bid.
- 9.3 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.

10 BID SCHEDULE

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

Sr. No	INFORMATION	DETAILS
1	Publishing of RFP online	20.01.2024
2	Last date for submission of written queries for clarifications.	29.01.2024 at 1800 Hrs
3	Date of Pre-Bid Conference (Video Conference)	29.01.2024 at 1200 Hrs Link for Pre-Bid Conference: Pre-bid for Production and Telecast Of KIG Video call link: https://meet.google.com/ase-gjbe-ygd
4	Bid submission start date	05.02.2024 at 10:00 AM
5	Last date (deadline) for Bid submission	10.02.2024 at 1800 Hrs
6	Opening of Technical Bids	12.02.2024 at 1200 Hrs
7	Opening of Financial Bids	To be notified later

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

11 BIDDERS' QUERIES AND RESPONSES THERETO

- 11.1 All enquiries from the Bidder's relating to this RFP must be submitted exclusively to the contact person at the given email address. The queries should necessarily be submitted on or before scheduled date and time mentioned in Clause 10 in the following format:

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

- 11.2 All enquiries should be sent to SAI only through email only. SAI shall not be responsible for ensuring that Bidders' enquiries have been received by them. SAI shall provide a complete, accurate, and timely response to all questions to all the Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed to all the Bidders.
- 11.3 SAI will host a Pre-Bid Conference, scheduled as per the details in Bid Schedule in Clause 10. The representatives of the interested Bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference.
- 11.4 Within 2 days from the Pre-Bid Conference, SAI shall issue responses to all the Bidders' written queries raised prior to the Pre-Bid Conference or at the Pre-Bid Conference, together with any other revised documents (if required).

12 SUBMISSION OF BID

- 12.1 All documents are to be uploaded by the Bidder online as PDF or scanned copies.
- 12.2 The Bidder is required to upload:
- Bid Eligibility Criteria documents submitted as mentioned in this RFP;
 - Technical Bid documents to be uploaded as mentioned in this RFP;
 - Commercial Bid as per this RFP;
 - Bidder must complete and sign the Undertaking at Annexure F and required documents;
 - The Bid should be filled by the Bidder in English language only; and
 - Hard copy of the Bids shall not be entertained whatsoever.
- 12.3 Bidders are requested to submit 'Online Bid' only in PDF/Scanned copy. It is clarified that hard copies of any of the Bid documents will not be accepted.
- 12.4 The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc and SAI reserves the right to reject the bids submitted in contravention of the said terms.
- 12.5 Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 12.6 The Bids shall be valid for a period of 45 days from the date of submission of the Bids. A Bid valid for a shorter period may be rejected as non-compliant. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.
- 12.7 In exceptional circumstances, at its discretion, SAI may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.
- 12.8 The Bid should be an unconditional bid. In case of any condition, the Bid shall be treated as non-responsive and be disqualified.
- 12.9 The Bid should be only in the prescribed format. It should also be accompanied by all the requisite documents.
- 12.10 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:
- 12.10.1 incomplete Bids that do not quote for the complete scope of services as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder; or
 - 12.10.2 information that is found to be incorrect / misleading at any stage during the tendering process; or
 - 12.10.3 inclusion of commercial Bid details in a technical Bid, or technical Bids that reveal financial quotations or terms, in any form; or
 - 12.10.4 non-fulfilment of the eligibility criteria, set out in Clause 5, by the Bidder.
- 12.11 Rejection of Commercial Bids
In addition to any other reasons stipulated in this RFP, commercial Bids may be rejected under any of the following circumstances:
- 12.11.1
 - 12.11.2 Commercial Bids made through Tele fax/Telegraphic/Fax/E-mail/by post; or
 - 12.11.3 Bids which do not confirm unconditional validity of the bid for 45 days from date of submission of the Bid; or
 - 12.11.4 Bids which do not conform to SAI bid format; or

- 12.11.5 Bids in respect to which the bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the commercial bid, if any; or
- 12.11.6 any Commercial Bid that does not comply with the conditions laid down by SAI.

12.12 Other Reasons for Rejection of Bids

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

- 12.12.1 Bids in which the Bidder seeks to influence the SAI bid evaluation, bid comparison, or contract award decisions; or
- 12.12.2 In view of two bid systems, SAI may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway, without opening the Commercial Bid; or
- 12.12.3 By adopting the procedure above, the Commercial Bids of those bidders, whose technical bid(s) are found acceptable, shall be opened, and processed further as per rules laid down for the same; or
- 12.12.4 Bids that are submitted late will be rejected.

12.13 Correction of Errors

- 12.13.1 Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by SAI.
- 12.13.2 Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, **the amount in words shall govern**. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

13 CONFIDENTIALITY

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

by SAI and shall not be disclosed by SAI to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

14 DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

- 14.1 Bidders are requested to submit online the following pre-qualification documents in PDF/Scanned copy.
- 14.2 Documents supporting the Eligibility criteria as laid down in this RFP including:
- 14.2.1 Certificate of incorporation of the entity in India.
 - 14.2.2 A certificate issued by a licensed chartered accountant that the Bidder has an average annual turnover of at least INR 25,00,00,000 (Indian Rupees Twenty-Five crore) during the preceding 3 (three) financial years that is FY 2020-2021, FY 2021 – 2022 and FY 2022 – 2023.
 - 14.2.3 Copy of necessary licences under Applicable Laws evidencing the right of the Bidder (and/or any of its Group Entities) to exploit the Media Rights;
 - 14.2.4 Documents establishing user base as specified in Pre-qualification Criteria (including Broadcast Audience Research Council (BARC) Rating and authenticated BARC Data to be produced)
 - 14.2.5 Documents or a write-up to establish that the Bidder (and/or any of its Group Entities) has prior experience within last three years (that is FY 2020-2021, FY 2021 – 2022 and FY 2022 – 2023) in broadcasting multi-sport or multi-venue large scale sports events in India or abroad;
 - 14.2.6 A true copy of an appropriately notarized power of attorney or a certified true copy of a duly executed board resolution, in each case authorizing the relevant representative to sign all relevant documents asked in this RFP on behalf of the Bidder.
 - 14.2.7 Undertaking that the Bidder meets the Fit and Proper Person criteria as laid down in this RFP.
 - 14.2.8 Copy of ITR returns of preceding three years, that is FY 2020-2021, FY 2021 – 2022 and FY 2022 – 2023.
 - 14.2.9 Documents for Income Tax PAN and GST Registration.
 - 14.2.10 Undertaking in format annexed at Annexure F.
- 14.3 Bidders are requested to submit online the following Technical Bid documents in PDF/Scanned copy
- 14.3.1 Documents or a write-up to establish the experience and capability of the Bidder (and/or any of its Group Entities) in broadcasting large scale sports events in India or abroad;
 - 14.3.2 Documents or a write-up to establish the experience and capability of the Bidder (and/or any of its Group Entities) in producing large scale sports events in or outside India; and
 - 14.3.3 Proof of aggregate marketing spend incurred by the bidder during broadcast of large-scale sports events undertaken by the Bidder.
 - 14.3.4 Document or write-up providing an exploitation plan for the Event. Such exploitation should detail the various marketing and distribution plans of the Bidder and should specifically establish the following:
 - 14.3.4.1 Details of the Bidder’s sports television channels on which the Event will be broadcast along with their average viewership reach for the immediately preceding six months (basis BARC, All India, CS2+, Urban+Rural); and
 - 14.3.4.2 Details of the Bidder’s Digital Platform on which the Event will be streamed along with its average users over the immediately preceding six months as per any industry recognized agency.

15 METHOD OF SELECTION (EVALUATION CRITERIA)

- 15.1 The Bids of bidders meeting the eligibility criteria at [clause 5](#) (eligibility criteria) above, will be evaluated based on the QCBS (Quality Cum Cost Based Selection) method and the evaluation criteria is mentioned in [Clause 16](#) of this RFP.
- 15.2 Overall weightage of 30% for Financial Bid and 70% for Technical Bid shall be considered while calculating final score.
- 15.3 The Bid of the Bidder who gets the highest marks shall get the maximum weightage in Technical Evaluation, and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- 15.4 A Bidder must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid. The price bids of bidders scoring the minimum required marks of 70 in the Technical Evaluation Criteria will only be opened.
- 15.5 The Bid of the Bidder who submits the lowest Financial/Price bid shall get the maximum weightage FS, (100 marks) and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder (bidder who gets the maximum weightage, FS):

$$FS = 100 \times FL/F$$

where, FS = The Financial score of the financial proposal being evaluated,

FL = The price of lowest priced financial proposal and

F = The price of financial proposal of the concerned bidder

- 15.6 The Bid Evaluation will take place in two stages with the following weightage:

STAGE 1: Technical Evaluation shall carry 70% weightage of the overall evaluation

STAGE 2: Financial Evaluation shall carry 30% weightage of the overall evaluation

- 15.7 The Bid of the Bidder, who obtains the highest total score (Ts) across the technical bid and the Financial/Price bid, will be rated as the 'Best Bid' and will be declared as the successful Bidder. Ts will be calculated as defined below:

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

Where,

- Sf: Evaluated/Quoted Bid Price
- Sf_{low} : The lowest of all Evaluated Bid Prices among responsive Bids
- St: The total Technical Score awarded to the Bid
- St_{high} : The Technical Score achieved by the Bid that was scored best among all responsive Bids

- 15.8 In the event that one or more Bidders have the same final score (Ts) value, the Bid with the highest Financial Score (H1) will be treated as "Best Bid". In case of further tie, the bidder with highest technical score in experience section will be rated as the 'Best Bid'. Further, in the event that the bidders are still maintaining a tie, the bid from the bidder with the highest average turnover in the last 03 financial years ending March-2023, will be rated as the 'Best Bid'.

- 15.9 Supporting documents for bid evaluation shall also be verified during presentation. The bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.

15.10 However, in case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI may waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

16 TECHNICAL AND COMMERCIAL BID

Bidders must carefully read the conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

16.1 Technical Bid

16.1.1 For Technical Bid – Documents Required

Sl. No	Requirements	Documents Required
1.	Prior experience in broadcasting, large scale sports events in or outside India.	Self-Attested Declaration
2.	Prior experience in producing multi-sport or multi-venue, large scale sports events in or outside India;	Self-Attested Declaration
3.	Gross Rating Point (GRP) for past three months authenticated by Broadcast Audience Research Council (BARC) data	Submits the documents in support of. Gross Rating Points (GRP) of Past 3 months, authenticated by Broadcast Audience Research Council (BARC data)
4.	Viewership reach of the sports television channels on which the Event shall be broadcast (average viewership reach for the immediately preceding six months)	Submits the documents in support of highest viewership. (BARC data)
5.	User base of the Digital Platform on which the Event shall be streamed (average users over the immediately preceding six months)	Submits the documents in support of highest user base. (BARC data)
6.	Declaration as per Annexure G in respect to the Promotion-Marketing Spend and Inventory Support Spend	As per Annexure G on non-judicial Rs 100 stamp paper

16.1.2 Technical Bid – Evaluation Criteria

The Bids will be evaluated based on evaluation of technical Bids of each Bidder, as per the following criteria: -

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

SR. NO.	BID COMPONENT	WEIGHTAGE
1.	Prior experience in broadcasting, large scale sports events in or outside India.	(20)
2	Prior experience in producing multi-sport or multi-venue, large scale sports events in or outside India;	(20)
3.	Promotional and Marketing Promotion on Home Network – Based on Gross Rating Point (GRP) for Past 3 three months duly authenticated by Broadcast Audience Research Council (BARC) data :	(20)
4.	Viewership reach of the sports television channels on which the Event shall be broadcast (average viewership reach for the immediately preceding six months) (BARC) data	(10)
5.	User base of the Digital Platform on which the Event shall be streamed (average users over the immediately preceding six months) (BARC data)	(10)
6.	Technical Presentation (Production, programming broadcast and marketing plan for the Games and the Fit India Quiz including Current and Ongoing Editions)	(20)
	Total	(100)

i. International / Domestic sports event.

a. International Sports Event – 8 marks each.

b. Any domestic multi – city event – 8 marks each.

ii. Any domestic single-sport event – 4 marks each.

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

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

16.2 Commercial Bid

16.2.1 The bidder must quote for Production Cost (To be Paid by SAI to the bidder) after absorbing the Media Rights fee in the Financial Bid.

16.2.2 Amount quoted in the price bid shall be in Indian rupees

16.2.3 Bidders should submit their financial bid, as per the format of Commercial Bid set out below, only in the Financial Bid Section on CPP Portal. **Submission of Financial Bid as a part of Technical bid may lead to disqualification.**

SN	Edition/Year	Production Cost (after absorbing the Media Rights fee) excl. of taxes (IN INR)	Tax %
I	Khelo India Youth Games (KIYG)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		
II	Khelo India University Games (KIUG)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		
III	Khelo India Winter Games (KIWG)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		
IV	Khelo India Para Games (KIPG)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		
V	FIT India Quiz (National Rounds)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		

16.2.4 **Production Rights**

Multicity production shall be undertaken by the Bidder in the host state. The telecast / broadcast feed is to be provided to SAI / or on SAI's request to the agencies which are authorised by SAI.

The details of the production obligations are mentioned in Annexure B.

17 DECLARATION OF SUCCESSFUL BIDDER; SIGNING OF CONTRACT

- 17.1 Prior to the expiration of the validity period for the Bid, SAI will notify the successful Bidder in writing by registered post or by facsimile or email transmission that its Bid has been accepted. SAI will also send to the successful Bidder, a draft of the License Agreement, along with the notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the License Agreement and each party shall retain one original of the signed License Agreement. It is clarified that the License Agreement will incorporate the provisions, intent and principles of the RFP and the Bid submitted by the successful Bidder.
- 17.2 The failure of the successful Bidder to agree to the terms and conditions of the License Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals. Further, since the License Agreement only consists of provisions of RFP and Bid and then also the successful bidder fails to sign the Agreement then his bid shall be cancelled, and penal provisions as stated in the EMD declaration shall be applicable.
- 17.3 Upon the successful Bidder and SAI duly signing the License Agreement and the Licensee furnishing the Performance Security, as set out in Clause 17, to SAI, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder.
- 17.4 **Term of the License Agreement:** The License Agreement shall commence on the date of its execution and shall be valid and subsisting during the Term.

18 PERFORMANCE SECURITY

- 18.1 To ensure the due performance of the awarded contract, the Licensee shall, within 30 (thirty days) days of entering into the License Agreement with SAI, furnish an irrevocable bank guarantee for an amount of 3% of the total value of the contract (“**Performance Security**”).
- 18.2 **The Performance Security shall be furnished in one of the following forms:**
- a) Account Payee Demand Draft
 - b) Banker’s Cheque
 - c) Electronic Bank Guarantee
 - d) Fixed Deposit (FDR)
 - e) Bank Guarantee from any of the Commercial Banks
 - f) Insurance Surety Bonds (OM No. F.1/2/2022 – PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022)
 - g) Any online acceptable method (NEFT/RTGS) as per the following details (the Bidder must submit a copy of UTR No. in case the transaction is done by this method)
 - h) A/C NAME: SECRETARY SAI (KHELO INDIA)
A/C NO: 108510100032325
BANK NAME: UNION BANK OF INDIA
BANK BRANCH: J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI
BRANCH CODE: 1085
IFSC CODE: UBIN0810851
- 18.3 Demand Draft/Bankers Cheque/FDR/BG from a Scheduled Commercial Bank drawn in favor of “SECRETARY (SAI), KHELO INDIA” payable at New Delhi shall be deposited in the office of KHELO INDIA, Room No. 5, 1st Floor, Ramp No 5A, JLN Stadium, Lodhi Road on or before scheduled date given in this RFP.
- 18.4 All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Licensee. No interest will be payable on the Performance Security by SAI.
- 18.5 Material failure on the part of the Licensee, which is not cured within reasonable time of receiving a written notice of such failure from SAI, to comply with the requirements of the scope of services specified in this RFP, shall constitute sufficient grounds for the enforcement of the Performance Security by SAI to the extent of its loss.
- 18.6 The Licensee shall replenish the Performance Security within 7 (seven) days of invoking of the Performance Guarantee.
- 18.7 SAI agrees that the Performance Security shall be returned to the Licensee upon expiry of the Term /or termination of the Agreement, whichever is earlier, subject to settlement of all dues and obligations of the Licensee. In the event SAI enforces a part of the Performance Security in accordance with the provisions of this Agreement, the remaining amount of Performance Security shall be refunded to the Licensee upon expiry of the Term or termination of the Agreement, whichever is earlier. It is hereby clarified that the Performance Security must remain valid for a period of 60 (sixty) days beyond the date of expiry of the period of the Agreement (i.e., Conclusion of the event) or termination of this Agreement, whichever is earlier, and the Licensee must ensure that Performance Security remains valid during such period. It may require revalidation from time to time.

18.8 It is hereby clarified that the Performance Security shall be capable of being renewed by the Licensee during the period of the License Agreement, provided that the Performance Security of 3% of the total contract value always remains valid and in existence during the period of the License Agreement (i.e., Conclusion of the event).

19 TERMS OF PAYMENT

- 19.1 Commercial Bid of the successful Bidder will be as per below mentioned criteria-
 19.2 As per job completion certificate according to T&C of supply order.

SN	Edition/Year	Production Cost (after absorbing the Media Rights fee) excl. of taxes (IN INR)	Tax %
I	Khelo India Youth Games (KIYG)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		
II	Khelo India University Games (KIUG)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		
III	Khelo India Winter Games (KIWG)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		
IV	Khelo India Para Games (KIPG)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		
V	FIT India Quiz (National Rounds)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		

The payable amount shall be released as detailed below:

A. By SAI to the Bidder

- i. Payment will be made edition wise of the games held
- ii. 100% of the production cost of the particular edition within 30 days from the date of closing ceremony of the games, subject to verification of the production cost, marketing spend by a third party organization.

20 OTHER TERMS AND CONDITIONS OF THE BID

- 20.1 All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- 20.2 Save as expressly authorized by SAI in writing, the Licensee shall not, without the prior express approval of SAI, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI.
- 20.3 The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by SAI.
- 20.4 The Bidder must strictly comply with all terms and conditions prescribed herein.
- 20.5 SAI reserves the right to call upon any or all the Bidders to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.
- 20.6 SAI is under no obligation to declare the Bidder who obtains the highest total score (Ts) as the successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily based on the documents / information provided by the Bidder) shall be material criteria for awarding the contract.
- 20.7 The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of SAI, such offices, and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of services.
- 20.8 Privileges: The Licensee shall also have the following rights:
 - 20.8.1 right to use the phrase 'Media Partner of the Khelo India Games' during the Term; and
 - 20.8.2 performance certificate to be issued by SAI to the Licensee upon the satisfactory discharge of its services in respect of contract.

The SAI shall have right to use Licensee logo in all its publicity campaign as "Media Partner of the Khelo India Games along with schedule of broadcast.
- 20.9 It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made after the submission of the Bid on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors.
- 20.10 SAI reserves the right to ask for the deployment of resources for coordination and smooth execution of the obligations.
- 20.11 Sub licensing - The Licensee will be entitled to partly sub-licence its rights or obligations under the License Agreement, provided that the Licensee shall continue to be responsible and accountable to SAI for its obligations despite any such sub-licence.

21 DETAILS OF THE EVENTS

- 21.1 To enable the Bidder to evaluate this RFP and submit a meaningful Bid, and to enable the Licensee to exercise the Media Rights and meet its obligations, SAI hereby commits the following in relation to the Event:
- 21.2 SAI shall conduct five (5) annual editions of each of the Khelo India Games (Youth, University, Winter and Para)
- 21.2.1 The Licensor and Licensee shall hold a workshop not less than 45 days (25 days in the first year) to the commencement of that year's Edition which includes other key partners, including EMA, Program Partners, State Sports Federations etc.
- 21.2.2 Notwithstanding the above, the discretion of SAI shall prevail regarding the Games, particularly in respect of scheduling, format, number and choice of Games and venues.
- 21.2.3 The working committee shall meet every two months to discuss activities and opportunities to promote the KIG, especially between two Events. These discussions in good faith shall also include the provisions of marketing plans and materials with partners.
- 21.3 SAI shall provide all the support to the Licensee as set out in Annexure C, the costs in relation to which shall be borne entirely by SAI.
- 21.4 If any of these commitments during the contract are not met due to any reason (including occurrence of any Force Majeure), there shall be a good faith discussion between SAI and the successful Bidder for change in the production cost after absorbing the media rights fee.

22 GENERAL CONDITIONS OF THE CONTRACT

- 22.1 The general conditions of contract, set out in this Clause 21, shall be incorporated in the License Agreement, and shall apply to the extent that the provisions in other parts of the RFP do not supersede them.
- 22.2 General Provisions:
- 22.2.1 Exclusivity
Except as otherwise set out in this RFP and the License Agreement, the Media Rights shall be granted exclusively to the Licensee in relation to the Territory.
- 22.2.2 Relationship between the parties:
Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent between SAI and the Bidder. The Bidder, subject to the provisions of the RFP or the License Agreement, has complete charge over the personnel delivering the services and shall be fully responsible for the services performed by them or on their behalf.
- 22.2.3 Headings:
Headings shall not limit, alter, or affect the meaning of this RFP.

22.2.4 Notices:

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

22.2.5 Location:

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

22.2.6 Authorized representatives:

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

22.2.7 Taxes and Duties:

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

22.2.8 Measures to be taken by SAI:

- i. It is SAI's policy to require that SAI as well as the Bidders and all its members observe the highest standard of ethics during the execution of the License Agreement. In pursuance of this policy, SAI, defines, for the purpose of this provision, the terms set forth below as follows:
 - "Corrupt practice"** means the offering, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a SAI official in the selection process or in contract execution;
 - "Fraudulent practice"** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - "Collusive practices"** means a scheme or arrangement between 2 (two) or more Bidders, with or without the knowledge of SAI, designed to establish prices at artificial, non-competitive levels; and
 - "Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- ii. SAI may terminate the arrangement if it is determined at any time that representatives of the Bidders were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract/ License Agreement.
- iii. SAI may also impose sanctions against the Bidder, namely declaring the Bidder ineligible for the award of the contract, if SAI, at any time, determines that the Bidder has,

directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any SAI financed contract or event. Also, penalty such as debarment in participation of future SAI tenders for a limited period or forfeiture Performance Security shall be imposed on the Bidder as well.

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

22.3.1 Effectiveness of the License Agreement:

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

22.3.2 Commencement of Services:

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

22.3.3 Entire Agreement:

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

22.3.4 Modifications or Variations:

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

22.3.5 Force Majeure:

i. Definition:

- a. For the purposes of this RFP, “**Force Majeure**” means an event which is beyond the reasonable control of SAI or the Government of India or the Bidder/Licensee, is not foreseeable, is unavoidable and not brought about by or at the instance of SAI or the Bidder claiming to be affected by such event and which has caused the non-performance or delay in performance, and which makes SAI’s or the Bidder’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, quarantine or other extreme adverse weather conditions, epidemic or pandemic (including COVID-19) strikes, lockouts or other industrial action (except where SAI or the Bidder has the power to prevent such strikes, lockouts or other industrial action), confiscation or any other action by government agencies.
- b. Force Majeure shall not include: (a) any event which is caused by the negligence or intentional action of the affected party or its agents or employees; (b) any event which a diligent person could reasonably have been expected to take into account at the time of entering into this arrangement, and avoid or overcome in the carrying out of its obligations hereunder; or (c) insufficiency of funds or inability to make any payment required hereunder.

ii. Measures to be taken:

- a. Any person affected by an event of Force Majeure shall continue to perform its obligations under the License Agreement as far as reasonably practicable and shall

take all reasonable measures to minimize the consequences of any event of Force Majeure.

- b. If a party is affected by an event of Force Majeure, it shall notify the other party of such event as soon as possible, and in any case, not later than 7 (seven) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a party is required to, pursuant to the License Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action because of an event of Force Majeure.
- d. During the period of their inability to perform the obligations because of an event of Force Majeure, the affected party shall either demobilize or continue with the services to the extent possible, in which case the affected party shall continue to be paid proportionately and on a pro rata basis, under the terms of the License Agreement.
- e. In the case of any dispute between the Parties as to the existence or extent of a Force Majeure event, the matter shall be settled in accordance with the provisions of Clause 21.3.5.

22.3.6 Suspensions:

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

22.3.7 Termination

22.3.7.1 SAI may immediately terminate the License Agreement by serving written notice:

- I. if the Licensee commits a material breach of any of the terms and conditions of the Tender documents including License Agreement and such breach, if capable of remedy, is not remedied within 15 (fifteen) days after receipt of notice of the breach from SAI;
- II. if the Licensee becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, involuntarily declares bankruptcy, fails to continue its business of broadcasting and which has substantial bearing on providing services under the License Agreement;
- III. if the Licensee fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 21.6.3;
- IV. If the Licensee is determined, by a court of competent jurisdiction, to have engaged in corrupt or fraudulent practices in competing for or in executing this Agreement;
- V. if the Licensee submits to SAI a false statement which has a material effect on the rights, obligations or interests of SAI; or

22.3.7.2 The License Agreement may be terminated with the mutual consent of SAI and the Licensee.

22.3.8 Cessation of Rights and Obligations:

Upon the termination of the License Agreement or upon expiration of the License Agreement, all rights and obligations of the parties hereunder shall cease, except: (i) such rights and obligations as may have accrued on the date of termination or expiration; (ii) the obligation of confidentiality set forth in relation to the parties; (iii) any right which a party may have under Applicable Law. Further any advance paid by the Licensee, prior to termination by the Licensee in accordance with Clause 20.3.7 above, will be immediately refunded to the Licensee.

Cessation of Services:

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

22.3.9 Payment upon Termination:

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

22.3.10 Disputes about Events of Termination:

If either party disputes whether an event warranting termination has occurred, such party may, refer the matter to arbitration under Clause 21.6.3.

Obligations of the Licensee :

22.3.11 Standard of Performance:

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

22.3.12 Reporting Obligations:

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

22.3.13 Insurance taken out by the Bidder:

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

22.4 Assistance by SAI

SAI shall use its best efforts to:

- 22.4.1 provide the Bidder with work permits and such other documents as may be necessary to enable the Bidder to perform the services;
- 22.4.2 promptly provide support to foreign personnel or foreign consultants or professional engaged by the Bidder for the provision of the services for all necessary entry and exit

visas, residence permits, exchange permits and any other documents required for their stay in India;

- 22.4.3 issue to its officials, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective delivery of the services; and
- 22.4.4 provide to the Bidder any other assistance required for the provision of the services.

22.5 Fairness and Good Faith:

22.5.1 Good Faith:

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

22.5.2 Operation of the License Agreement:

The parties recognize that it is impractical for the RFP or the License Agreement to provide for every contingency which may arise during the Term, and the parties hereby agree that it is their intention that the RFP and the License Agreement shall operate fairly as between them, and without detriment to the interest of either party.

22.6 Governing Law and Dispute Resolution:

- 22.6.1 This RFP and License Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

22.6.2 Amicable Settlement:

In the event a dispute arises between the Parties in relation to any matter under the RFP or the License Agreement, either party may send a written notice to the other party. The party receiving the notice shall be required to respond to such notice in writing within 72 (seventy-two) hours of its receipt, and the parties shall endeavour to first amicably settle the same through joint meetings.

Any dispute, which has not been resolved, as provided above within 21 (twenty-one) days of the receipt of the response by the party who initially sent the written notice, then such dispute will be referred to arbitration in accordance with Clause 21.6.3 below.

22.6.3 Arbitration:

i In the case of a dispute arising in connection with the License Agreement or the RFP, which has not been settled amicably within the stipulated time period set out in Clause 21.6.2, either party may refer the dispute for resolution by in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time). Such dispute shall be referred to and settled by a sole arbitrator to be appointed at the sole discretion of the Secretary (Sports), Govt of India upon taking into consideration the suggestions provided by both, the SAI and the Licensee.

ii The seat and venue of the arbitration shall be New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

iii The decision of the sole arbitrator shall be final and binding upon both parties. The expenses of the arbitration will governed by the provisions of the Arbitration & Conciliation Act, 1996. However, the expenses incurred by each party in connection with the preparation for such arbitration proceedings shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

22.6.4 Subject to the provisions of Clauses 21.6.2 and 21.6.3 hereinabove, the courts at New Delhi shall have exclusive jurisdiction over any dispute between SAI and the Licensee.

22.7 Intellectual Property Rights:

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

22.8 Non-collusive Binding Certification:

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

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

22.8.2 A Bid shall not be considered for award, nor shall any award be made where Clauses 21.8.1-i, ii and iii have not been complied with; provided however, that if in any case, the Bidder(s) cannot comply with the foregoing certification, the Bidder shall so state and furnish a signed statement which sets forth in detail the reasons therefore.

22.9 Conflict of Interests

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

22.10 Miscellaneous:

- 22.10.1 The failure at any time of the Licensee or SAI to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions.
- 22.10.2 The Bidder shall notify SAI of any material change in its corporate status, especially where such change would impact the performance of the obligations undertaken under the License Agreement or the RFP.
- 22.10.3 Each party shall, at all times, indemnify and keep indemnified the other party, against all claims / damages for any infringement of any intellectual property rights by it of the other party.
- 22.10.4 Each party ("**Indemnifying Party**") shall, at all times, indemnify and keep indemnified the other party ("**Indemnified Party**"), against any claims against the Indemnified Party in respect of any damages or compensation as a consequence of any accident or injury sustained or suffered by the Indemnifying Party's employees or agents or by any other third party resulting from or by any action, omission or operation by or on behalf of the Indemnifying Party.
- 22.10.5 The Indemnifying Party shall, at all times, indemnify and keep indemnified the Indemnified Party against any and all claims against the Indemnified Party made by employees, workmen, contractors, sub-contractors, suppliers, agents, employed, engaged or otherwise working for the Indemnifying Party, in respect of wages, salaries, remuneration, compensation and the like.
- 22.10.6 All indemnity claims shall survive the termination or expiry of the Term.

ANNEXURE A

MEDIA and OTHER RIGHTS

The Licensee shall be granted the following rights for the Term, on a global, exclusive basis, subject to the terms of this Agreement (“**Media Rights**”) for the Games and FIT INDIA Quiz (national round- including Current and Ongoing Editions) and any other programming created around FIT India quiz:

1. Produce live and continuous moving image video signal of the Event (including the Ceremonies and the Games) of the minimum standard and specification that is consistent with the then prevailing market standard, which shall incorporate slow motion replays, titles and any graphics selected by or on behalf of the Licensee (“Feed”);
2. Broadcast, distribute, exhibit and/or make available audio and/or audio-visual programming (“Broadcast”), on a linear and on demand, downloadable basis, on a live and delayed (including any repeats and Highlights) basis, audio-visual programming of unlimited duration of the Event (including the Ceremonies and the Games) by means of Television and Digital Transmission, on a free, social media, pay-per-view or pay basis, in full or in part, in English and Hindi language and any other languages as it deems fit; and other rights more particularly set out in Annexure A.
3. Complete liberty and discretion to commercially exploit all on-air inventory including the right to appoint Broadcast Sponsors, subject to Clause 2.7.9 ;
4. Access to Players:
 - a. At the Licensee’s request, SAI shall provide the Licensee with access to the players participating in the Event, provided that such request is reasonable.
 - b. Such access shall be provided at the request of the Licensee: (i) before and after each sporting Event or match, for the purpose of creating audio visual promotions, video clips, ad films, and any other promotional activity in relation to the Event, at no extra cost to the Licensee; and (ii) in general depending on the availability of the player, for ad-shoots and attending and participating in television programs organized by the Licensee in relation to the Event;
 - c. SAI shall ensure that each player provides any other similar support, as reasonably requested by the Licensee from time to time, solely for the purpose of promoting or increasing the viewership of the Event;
 - d. SAI shall ensure that, for the purpose of promoting or increasing the viewership of the Event, the Licensee has the right to photograph the players, as well as the right to film, televise, photograph, identify and otherwise record the player and his/her performance during the sporting events and periods ancillary thereto, including training and press conferences, as well as the right to further sub-license or assign such rights, at no extra cost to the Licensee.

- e. SAI shall ensure that the Licensee has the right to use the player characteristics of each player for the purposes of promotion of the Event, at no extra cost to the Licensee.
- f. SAI shall provide the Licensee with exclusive right to (i) use the audio-visual and still images of players in advertisements and/or promotions of forthcoming coverage of the Event on any platforms; and (ii) operate any competition, fantasy league and/or contest relating to the Event within the Territory using the KIG Marks and/or the Feed(iii) gamification rights.
5. SAI shall provide the Licensee the right to use all recorded information relating to the sporting events in the Event and players, including all fixture lists, scores and/or statistical information relating thereto, regardless of form or the media on which it may be recorded. Further, the SAI shall make available to the Licensee, all timely data in respect of Games results and other developments during the Event.
6. SAI shall on a best effort basis and at its sole discretion endeavor to ensure that the Licensee's logo appears in each situation where the SAI's partners' logos and/or signages are presented.
7. The following other rights:

a) Replay	The right to transmit the Event on a replay, deferred and/or delayed basis in full or in part (including as edited, cut down repeats) by means of Television and Digital Transmission.
b) Clips and Highlights	The right to transmit coverage of the Event as Clips and Highlights by means of Television and Digital Transmission.
c) Interactive rights and gaming rights	<ul style="list-style-type: none"> • The right to transmit audio-visual coverage of the Event with interactivity functionality that provides an enhanced or specific viewing experience of the Event, or any other form of enhancement developed from time to time which may be accessed by individual viewers on demand or request, during the Term, e.g. voting, switching between match feeds, data overlay, participation in competitions/contests /promotions etc. • The right to provide services to viewers in the course of viewing a transmission of any Event to enable such viewers to (i) access on demand data and/or information regarding any Game or a series of Games or the teams or the players participating in the Event or (ii) place orders for and/or carry out any revenue generating activity during the transmission. • The right to create or operate or exploit any competition, quiz, contest or any game, including video games, electronic games and interactive media, based on the Event.
d) Fixed media rights	The right to transmit coverage on home video, DVD, laser disc, VCD and any other means of fixed electronic storage.

e) Theatrics and commercial premises rights	The right to transmit audio-visual or audio coverage of the Event via any means or platforms now known or hereinafter developed during the Term for exploitation at theatres or other public or private venues (including stadiums, parks, hospitals, governmental buildings or venues, etc) internal or external presentations, tradeshows and in any other commercial establishment or premises (including restaurants, cafes, shopping malls, bars, schools, sports and social clubs, leisure centres etc) military bases (namely camps, barracks and other similar accommodation used by overseas armed forces as their living quarters) via any other means of public exhibition.
f) Radio rights	The right of radio delivery meaning the transmission of audio-only coverage of the Event in analogue or digital form including by means of wireless telegraphy, including without limitation radio transmission in the FM and AM frequency bands, satellite radio, the world wide web and/or via the internet and/or via television diffusion (" Radio Rights ") including the right to create commentary for exhibition by way of the Radio Rights.
g) Still image promotional rights	The right to use still shots from the coverage or other images of the Event for the production of posters, flyers and other promotional material.
h) Archive Rights	The right to use the audio-visual coverage of any previous district / state / national level events / games organized by or on behalf of SAI before the Term (" Archive Content "), to market and promote the Event.
i) Data rights	The right to use data relating to the Event, and also the data of any previous district / state / national level events / games organized by or on behalf of SAI.
j) Virtual reality rights	The right to transmit coverage of the Event in virtual reality format.
k) Scorecard	The right to transmit and display on a live or delayed basis the video scorecard and/or the audio scorecard in relation to each Game.
l) Editorial descriptions	The right to create and make available text commentary and other editorial descriptions of the Event (whether graphical or textual).
m) Mobile activation rights	The right to make available any form of text-based alert, competition, game, fantasy league, predictor game, application or other activation that uses the branding relating to the Event or otherwise is directly or indirectly associated with the Event and that is exploited via mobile technology or internet technology.
n) On-board rights	The right to transmit right to transmit coverage of the Event live and in full, or on a replay, deferred and/or delayed basis in full or in part (including as edited, cut down repeats) in trains and other forms of transport which offer transportation to and from destinations.
o) Non-game content rights	The right to access any behind the scenes coverage or to conduct interviews of players, their support staff and organisers.
p) Trademarks and logos	The right to use the KIG Mark and logos in connection with the exercise of its rights.

q) Promotion	The right to promote and advertise its services and itself as the official media partner of SAI for the Event.
r) Miscellaneous	

ANNEXURE B | DETAILS OF IDENTIFIED GAMES TO BE BROADCASTED

1. Under this contract the production obligation is to produce sports live across multiple venues with a minimum requirement as detailed below:
 - i. with 2 (two) production kits (“**Production Kits**”) and 1 (one) Roving Kit for the duration of the Khelo India Youth Games (KIYG) and with 2 (two) production Kits and 1 (one) crew for the duration of Khelo India University Games (KIUG) as per the latest available technologies for every games
 - ii. with 2 (two) production Kits and 1 (one) crew for the duration of the Khelo India Para Games (KIPG) and 1 Kit and 1 Crew for Khelo India Winter Games (KIWG) with the latest available technologies for every games.
2. Identification of the Games to be broadcast live, and the schedule for such Games shall be decided depending on the number of locations through mutual consultation. The Licensor shall have the final say in schedule of the Games whereas the Licensee shall have final say on broadcast matters.
3. Produce and Broadcast FIT India quiz (National Rounds- including Current and Ongoing Editions) :

a) Min 13 episodes with 36 state champions teams details of which will be provided by SAI.

b) The broadcast should be of international quality in a state of art studio set up with multiple cameras, interactive rounds, celebrity anchors and use of state of art technology for buzzer rounds, Audio video segments, call a friend etc.

c) Integration of key physical rounds in each edition of the game in alignment with SAI

d) Use of key sports icons and celebrities for the episodes including the quiz masters

e) The finals of the FIT India quiz (including Current and Ongoing Editions) maybe planned at a grand scale in alignment with SAI. It may be a bigger event involving some key dignitaries to lend stature to the event hence may be held at a non-studio location like an indoor stadium etc in consultation with SAI.

The bidder will be required to produce a minimum of 13 episodes, each of minimum duration 30 min (including free commercial time-FCT) for telecast on their key channel (s) and OTT platforms.

The bidder will also produce thematic campaign and tune-in promos for the FIT Quiz for use on TV and Digital Media.

SAI will provide the venue and logistical support for such an event but the production & broadcast / has to be done by the bidder.

SAI will ensure that all main participants and their companion / guardian (one nos) will be made available for the shoot at studio locations for the duration that they may be required.

All the production should be in HD throughout the contractual period.

4. It is also mandatory to provide Clips or Highlights coverage of the other Games which are not covered live; such Clips or Highlights are to be inserted into the live Feed suitably.
 - A minimum of 30-minute daily highlights covering the match day shall be inserted into broadcasting / OTT feed.
 - Minimum of five (5), thirty (30) seconds highlights per game shall be inserted into broadcasting /

OTT feed

- A minimum of ten (10) key moments clips of sixty (60) seconds shall be inserted into broadcasting / OTT feed and can be shared with Sponsor for Promotion and Marketing purposes.
5. During the Contract Term, the mandatory obligation is
 - I. **For KIYG and KIUG:** to Broadcast 7 (seven) hours per day (out of which minimum of 5 (five) hours will be live for KIYG and minimum of 4 (four) hours will be live for KIUG), on Television and Digital Platforms. It is hereby clarified that obligation to Broadcast a minimum of five hours per day of live content will only apply if at least five hours of live content is available on that day.
 - II. **For KIPG and KIWG:** to Broadcast 5 (Five) hours per day (out of which minimum of 4 (four) hours will be live for KIPG and KIWG, on Television and Digital Platforms. It is hereby clarified that obligation to Broadcast a minimum of five hours per day of live content will only apply if at least five hours of live content is available on that day
 6. At all times, the Licensee is free to produce more than the baseline production requirement.
 7. If, however, SAI requests for additional production involving more than the baseline production obligations or kits, then SAI shall pay the Licensee a mutually agreed amount. In case there is no agreement, SAI is free to produce the additional venues/ events at its own cost and provide such produced feed to the Licensee. Such feed shall be provided to the Licensee free of cost. Any feed produced by the SAI shall meet the minimum specifications as set out in **ANNEXURE E**.
 8. The events that are not covered / recorded or telecast by host broadcasters can be sub-licensed by SAI for telecast purpose across digital/ Television Platforms to popularise and create awareness about the sport on a purely non-commercial basis.
 9. SAI commits that the production and Broadcast obligations shall not extend beyond duration of the game/ Fit India Quiz in any edition.

ANNEXURE C – SUPPORT TO BE PROVIDED BY SAI

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

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

ANNEXURE D – RESERVED RIGHTS

a) Clips and Highlights	The right to transmit non-live coverage of the Event Clips and Highlights on Khelo India Website of up to a maximum of [10 (ten)] minutes per day of the Event of that day, after transmission of the relevant segment of the Event by the Licensee, on a non-exclusive basis for exploitation on a non-commercial basis.
b) Archive content	The right to transmit Archive Content on Khelo India Website for exploitation on a non-commercial basis. Storage of raw footages/ content and processed content (video packages) etc. for the purpose of archive in digital formats. The Agency will submit the archived content to SAI within 15 (fifteen) days in an external hard disk.
c) Appointment of Event Sponsors	The right to appoint Event Sponsors for each Games.

ANNEXURE E – PRODUCT SPECIFICATIONS

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

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

Camera and Lenses	<p>8x Complete Camera Chain with Tripod; including wheels as may be necessary</p> <p>2x 75X lenses, 1x 40X lens, 2x 22X lens, 2x 14J lens, 1x Fisheye Lens</p> <p>At least 2 kits will need a super slow motion/ultra-motion camera. One of the cameras with lens 75X can be used a super slow motion / ultra-motion camera</p>
Replay System	2 XT3 EVS replay machines, networked and with all relevant licenses
Audio	<p>Minimum 48 Channel digital audio mixer</p> <p>Effects Mics to pick ambience from playing field and audience stand</p> <p>Mics on Cameras</p> <p>Handheld mics with Event branding for interviews, Toss etc</p> <p>IFB for guest and presenter</p> <p>Commentary Unit with lip mics and all necessary accessories</p>
Other Equipment	<p>Vision Desk 2 ME with sufficient inputs and AUX, RAM for clip storage and playback with Micros</p> <p>Live Graphics and scoring system (animation, 3 D GFX), score bug, clock, full pages, lower third</p> <p>Power supply with redundancy (UPS) and proper distribution (two generators)</p> <p>Communications with all relevant production crew</p> <p>3 X Multiview programmable/Monitor wall/Monitors for all positions</p> <p>Audio Video Router</p> <p>Audio Video Cables</p> <p>Power cables</p> <p>Uplink HD 9 MZ (Kit and space)</p> <p>GPS clock</p> <p>Recorders for archive x 2</p>
Crew	Relevant crew with appropriate sports experience to man all positions.
Commentators and Presenters	<p>Relevant commentators and presenters with experience of international events, multiple sports discipline events and knowledge of each specific sport of KIG</p> <p>The Commentator shall cater to multi language requirement. Commentators shall be approved by SAI at least 15 days before the event.</p>
Look and feel	To be in sync with on-ground look.

	Opening Titles, Bumpers and all Live Graphics templates must have an international look and feel
Embellishments	1x Super Slow/ Ultra Motion Camera Intelligent Lights (only for indoor games)
Non-Live events	ENG kits with edit facilities for color and outside stories

Commentators

- Should be qualified sports presenters with at least 5 years of experience of sports commentators across multiple sports

-SAI will provide extra/additional training for all commentators for live games and have one expert / coach placed at BCR for game expertise / expert / tech inputs if required,

SAI will also undertake a commentators' training / orientation programme. This training will be online or offline but 15 days in advance of the game launch

-SAI will also provide tech rules docket / SOP for each sport.

-Commentators panel to be aligned with SAI.

ANNEXURE F – FORM OF UNDERTAKING

To,

Deputy Director General

[Sports Authority of India,

I/WE *<insert name>* of *<insert business address>* hereby submit our Bid in response to the Request for Proposal (RFP) to acquire media rights for FIVE (5) EDITIONS OF KHELO INDIA YOUTH GAMES, KHELO INDIA UNIVERSITY GAMES, KHELO INDIA PARA GAMES, KHELO INDIA WINTER GAMES and undertake to provide services related to media rights as we will be reasonably required to perform in accordance with our Bid, the RFP requirements and the License Agreement to be signed by us.

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

Signature:

Name (in full):

Name of Organization:

Title:

Date:

ANNEXURE G (on Rs 100 non-judicial stamp paper)–

Declaration for Promotion-Marketing Spend

We..... (name of the Bidder) hereby declare that we will spend at least Rs 1 Crore (Indian Rupees One Crore) per year across various products towards marketing spend on outside home network and Rs 20,00,00,000/- Crore (Indian Rupees Twenty Crore Only) per year across various products towards inventory support..

We further declare that we will submit the documentary evidence against minimum spend for promotion and marketing, as and when required by SAI.

(Signature of Authorised Signatory)

(with official stamp)

LICENSE AGREEMENT

AMONGST

**SPORTS AUTHORITY OF INDIA (SAI), THE MINISTRY OF YOUTH AFFAIRS AND SPORTS, GOVERNMENT OF
INDIA**

AND

Licensee Name

LICENSE AGREEMENT

This License Agreement (“**Agreement**”) is made and entered into on _____ Date _____ (“**Execution Date**”) at New Delhi,

By and between

Sports Authority of India (SAI), The Ministry of Youth Affairs and Sports, a department of the Government of India, having its headquarters/ office at [Address of SAI] (hereinafter referred to as "**SAI**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the **FIRST PART**;

And

Name and Address of the Licensee (hereinafter referred to as the "**Licensee**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **SECOND PART**.

SAI and the Licensee are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**", as the context may require.

WHEREAS

1. The Ministry of Youth Affairs and Sports (MYAS) and Sports Authority of India, under the ‘Khelo India’ initiative, intends to continue to conduct annual editions (each an "**Edition**" and collectively, "**Editions**" as the case may be) of an event under the ‘Khelo India Youth Games’ ("**KIYG**"), Khelo India University Games (KIUG), Khelo India Para Games ("**KIPG**") and Khelo India Winter Games ("**KIWG**") umbrella, the defining national sporting events to encourage participation and for athletes to strive for sporting excellence (such event being the "**Event**" which term shall include the Ceremonies, matches and all ancillary events held during such Event; and such matches/ fixtures being the "**Games**"
2. The Licensee is, *inter alia*, engaged in the business of broadcasting national and international sporting events;
3. SAI had issued a request for proposal dated _____ for inviting bids for the purpose of granting production and media rights for the Event; and
4. Pursuant to the Bid dated _____ submitted by the Licensee, SAI has issued the letter of award of Bid dated _____, pursuant to which the Parties are executing this Agreement as per the terms of the RFP (as defined hereafter).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

A. DEFINITIONS:

- 1.1 **“Affiliate”** means with respect to any person: (a) which owns at least 50% (fifty per cent) of the share capital or equity interest or membership interest of such person; (b) in which such person owns at least 50% (fifty per cent) of share capital or equity interest or membership interest; (c) at least 50% (fifty per cent) of the shares / membership interest of which are owned by the ultimate parent company of such person; or (d) Controls, is Controlled by or is in common Control of such person. The term ‘Control’ shall mean the power to determine the policy and affairs of an entity whether by virtue of voting rights, right to appoint a majority on the board of directors of an entity, by contract or otherwise
- 1.2 **“Applicable Law”** means the laws and any other instruments having the force of law in India for the time being and any other applicable law/rules/regulations
- 1.3 **“Applicant and/or Bidder”** means any private or public entity that seeks to acquire the Media Rights and submits a Bid thereof, in line with the terms of this RFP.
- 1.4 **“Bid and/or Proposal”** (including the term “tender”, “offer”, “quotation” or “proposal” in certain contexts) means an offer submitted to SAI to provide services in accordance with the terms and conditions set out in this RFP
- 1.5 **“Broadcast”** shall mean broadcasting, distributing, exhibiting and/or making available audio and/or audio-visual programming of the Events(s) including games and Fit India Quiz (National rounds- including Current and Ongoing Editions)
- 1.6 **“Broadcast Hours”** shall have the meaning prescribed to it in Clause 2.7.3
- 1.7 **“Broadcast Sponsor”** in respect of the events shall mean all sponsors under the broadcast partner category to whom the Licensee has granted broadcast designations and/or sold commercial inventory for such events;
- 1.8 **“Cable Transmission”** means the transmission (whether analogue or digital) of audio-visual and/or visual signals by way of any cable medium, microwave dish system (commonly known as MMDS or wireless cable), master antenna television system (MATV) and satellite master antenna system (SMATV), where transmission is receivable by members of the general public on receivers by means of a decoding device on digital cable television, digital satellite to cable television, subscription cable television, subscription satellite to cable television.
- 1.9 **“Ceremonies”** means opening and closing ceremonies and award ceremonies relating to the Games being live broadcast.

- 1.10 **"Clips"** means clips of non-live audio-visual coverage of the Event (including the Games, Ceremonies, players, and guide commentary), in part or in full.
- 1.11 **"Commentary"** means, in respect of a Game or Ceremony, the contemporaneous verbal account and description of such Game or Ceremony produced in relation to the Event by, or on behalf of, SAI and incorporated in the Feed.
- 1.12 **"Competitor"** means any person whose business involves the provision of services or the sale, manufacture or distribution of goods which fall within the Primary Product Category of the relevant Event Sponsor.
- 1.13 **"Composite Logo"** the approved event Logo by SAI for each editions of respective Khelo India Games which is inclusive of 'Khelo India' logo, Principal Sponsors & Event Mention; .
- 1.14 **"Designated Account"** shall mean the bank account of SAI, the details of which are as follows:

BANK A/C NAME: SECRETARY SAI (KHELO INDIA)
BANK A/C NO: 108510100032325
BANK NAME: UNION BANK OF INDIA
BANK BRANCH: J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI
DELHI BRANCH CODE: 1085
IFSC CODE: UBIN0810851

- 1.15 **"Digital Platform"** shall mean the digital platform(s) owned and/or operated by the Bidder, on which content is made available using Digital Transmission.
- 1.16 **"Digital Transmission"** means the delivery or provision of access to audio and/or visual material and/or audio-visual material in an intelligible form using the Internet and Mobile Technology (in each case including transmission through IPTV).
- 1.17 **"DTH"** or **"Direct to Home"** shall mean the transmission of audio-visual content in an intelligible form by means of a signal which is transmitted direct from a satellite dish (or any other form of satellite reception equipment now available or developed in future) at the place of reception for the purpose of re-transmission to any place other than that place of reception including, without limitation, satellite master antennae systems, operated on an "Intermediate Frequency" basis (commonly referred to as "SMATV I.F."), including satellite systems commonly referenced as direct-to home satellite or direct broadcast satellite (DBS) systems.
- 1.18 **"Edition"** shall mean each of the five (5) editions of the respective Khelo India Games to be held annually or at such other times as may be decided by SAI.
- 1.19 **"Effective Date"** shall mean the date of the award of the Bid by SAI to the successful Bidder;
- 1.20 **"Event"** or **"Khelo India Games"** or **"KIG"** shall mean the Khelo India Youth Games, Khelo India University Games, Khelo India Para Games and Khelo India Winter Games
- 1.21 **"Event Sponsors"** means sponsors for the event including but not restricted to the Principal Sponsor, official travel partner, ticketing partner, hotel partner, catering partner, On- Ground sponsor, player-and-referee jersey sponsor, and in each case approved by SAI at its sole discretion. This excludes Broadcast Sponsors as defined in this RFP.

- 1.22 **“Fit India Quiz”** shall mean the quiz on sports and fitness organized by SAI. (Brief- Fit India Quiz is India’s biggest quiz on sports and fitness with a total cash prize of ₹ 3.25 crore to school and students. It gives a unique platform to students from each and every nook and corner of the country to showcase their knowledge in sports and fitness on National Platform.
In its first edition, Fit India Quiz 2021, a total of 36,299 students from 13,502 schools participated in the preliminary rounds. State/UT champions from 36 State/UTs were declared in the state web rounds who then went ahead to compete in the national rounds. 40% of the schools that featured in the National Rounds were government schools. In first edition, 13 episodes were telecasted on TV and OTT platform. In the second edition, Fit India Quiz 2022, 61,981 students from 16,702 schools participated in the preliminary rounds held on 8th & 9th December 2022. These 16,702 schools were located in 702 districts of India. The state/UT rounds for Fit India Quiz 2022 will be held in the first half of 2023.)
- 1.23 **“Feed”** means live and continuous moving image video signal of the Event (including the Ceremonies and the Games) of at least that standard and specification which is consistent with the then prevailing standard, which may incorporate slow motion replays, titles and any graphics selected by or on behalf of the Licensee.
- 1.24 **“Financial Year”** or **“F.Y.”** shall mean the financial year consisting of 12 (twelve) months, commencing from the first day of the month of April and ending on the last day of the month of March of the succeeding year;
- 1.25 **“Force Majeure”** shall have the meaning ascribed to the term in Clause 13.
- 1.26 **“Games”** shall mean each match/ fixture forming a part of the Event.
- 1.27 **“Group Entities”** means: (a) the Bidder; (b) Affiliates of the Bidder; (c) the shareholders / members of the Bidder who hold at least 50% (fifty per cent) of the share capital or equity interest or membership interest of such Bidder; (d) all entities whose accounts are consolidated on a line by line basis in the audited financial statements of members / shareholders covered under (c); (e) any joint venture company in which a member / shareholder covered under (c) holds at least 50% (fifty per cent) interest and the other joint venture partner of such joint venture company.
- 1.28 **“GST”** shall mean the goods and services tax as levied under the Applicable Law and shall include the Central Goods and Services Tax (‘CGST’), the State Goods and Services Tax (‘SGST’) / Union Territory Goods and Service Tax (‘UTGST’) and/or the Integrated Goods and Services Tax (‘IGST’) as may be applicable.
- 1.29 **“Highlights”** means any edited recorded segment(s) or extract(s) of the Event (including the Games, Ceremonies, in part or in full.
- 1.30 **“Indemnifying Party”** shall have the meaning ascribed to it in Clause 10
- 1.31 **“Indemnified Party”** shall have the meaning ascribed to it in Clause 10.
- 1.32 **“Intellectual Property”** shall have the meaning ascribed to it in Clause 11.

- 1.33 **“Internet”** means the global communications system of computer networks accessible by the public which interconnect, either directly or indirectly, individual computers and/or networks by making use of TCP / IP transport protocols (or derivatives thereof) which may be accessed by means of the world wide web and derivate URL addresses and which enables users to engage in two-way transmissions of data over such networks in order to receive content (including by fixed, wireless network and transmission by satellite, mobile, DSL, ISDN, WiMAX, other broadband links, or any other technology, whether current or supplemental or successor or new, but excluding Mobile Technology and Television).
- 1.34 **“Internet Protocol Television IPTV”** means transmission using the protocol commonly known as “Internet Protocol” or “IP” over a closed data delivery network or networks (including broadband delivery networks and virtual private networks, but excluding any open access data delivery network), which transmission is encrypted so to only be intelligibly received and exhibited by customers of, or subscribers to, such “Internet Protocol” service in the relevant territory.
- 1.35 **“KIG Mark”** means the official Khelo India Games emblem including any foreign translation and any permutation and derivation thereof, registered/ applied for registration by SAI in relation to the Event.
- 1.36 **“Khelo India Website”** means the official website of Khelo India.
- 1.37 **“Licensee”** means the successful Bidder with whom SAI enters into this License Agreement.
- 1.38 **“License Agreement”** shall mean the license agreement entered into between the successful Bidder and SAI along with all annexures and schedules thereto and shall include any modifications made in writing thereto between the parties.
- 1.39 **“Live Feed”** shall mean the live and continuous moving image video signal of each Game which is of a standard and specifications consistent with the presently accepted standard and specification of international broadcast of sporting event in such aspect ratio of 16:9 (HD resolution 1920x1080) , incorporating slow motion replays, titles and any graphics, with international commentary in English and with integrated international ambient sound and audio on a separate track in broadcast format of high definition.
- 1.40 **“Media Rights”** shall have the meaning ascribed to it under Annexure – A of the RFP.
- 1.41 **“Media Rights Fee(s)” or “Rights Fee”** shall mean the fee absorbed by the Licensee while quoting the production cost to SAI and shall mean for grant of the Media Rights and as more particularly set out in the License Agreement.
- 1.42 **“Mobile Broadcast Technology”** means each wireless standard or technology which is used during the Term for the point to multi-point broadcast of audio-visual images to mobile devices including:
- h) Digital Video Broadcasting-Handheld (DVB-H).
 - i) Digital Audio Broadcasting (DAB).
 - j) Digital Multimedia Broadcasting Terrestrial (DMB-T)
 - k) Digital Multimedia Broadcasting-Satellite (DMB-S)
 - l) Integrated Services Digital Broadcasting-Terrestrial (ISDB-T).
 - m) Qualcomm’s Media FLO technology.

- n) and derivative systems and services but excluding any Mobile Telecommunications Technology
- 1.43 **“Mobile Technology”** means Mobile Telecommunications Technology and Mobile Broadcast Technology or any other technology, whether current or supplemental or successor or new Mobile Telecommunications Technology and Mobile Broadcast Technology, for the broadcast of audio-visual images to Mobile Devices including DVB-H, DAB, DMB-T, DMB-S ISDB-T and Qualcomm’s MediaFlo technology
- 1.44 **“Mobile Telecommunications Technology”** means mobile telecommunications technology which is or may be used with radio frequency spectrum in any band to enable or facilitate transmission of textual material, data, voice, video, audio-visual or multimedia content or services to mobile devices and which include General Packet Radio Services (GPRS), the Global System for Mobile Communications (GSM) (also including GPRS, EDGE and HSCSD), and the Universal Mobile Telecommunications System (UMTS), Code Division Multiple Access (CDMA (including W-CDMA)), High Speed Package Access (HSPA), Long-term Evolution (LTE) (also Including E-UTRA), mobile WiMAX (802.16e), and other mobile WiMAX standards hereafter developed) and their related or derivative systems and services or any combination of them but excluding any Mobile Broadcast Technology and fixed wireless systems (including Wi-Fi (802.11), fixed WiMAX / HiperMAN / WiBro (802.16a-d), Bluetooth, MMDS, LMDS, IrDA and iBurst / HC-SDMA).
- 1.45 **“Mobile Devices”** means any handheld portable personal device (whether now known or hereafter developed) which is primarily designed or adapted to be capable of being used while in motion and which when connected to a mobile communications network uses Mobile Communications Technology in order to send and receive voice and data (including without limitation audio and audiovisual content).
- 1.46 **“Mobile Rights”** shall mean the delivery or access to the audio video content for reception and viewing in an intelligible form on a Mobile Device where the communication link(s) used in such delivery comprises, at least in part, Mobile Communications Technology and/or Mobile Broadcast Technology.
- 1.47 **“On Demand”** means the delivery of access to the audio video content across all forms of video on demand including via AVOD, TVOD, PPV, VOD and SVOD.
- 1.48 **“On-ground Sponsor(s)”** for the event shall mean the sponsor(s) having an on-ground presence at the venues of the Games, and / or Event as approved by SAI
- 1.49 **“Performance Security”** shall have the meaning ascribed to the term in Clause 4 of this agreement.
- 1.50 **“Person”** shall mean and include an individual, an association, a corporation, a firm, a partnership, a joint venture, a venture capital fund, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity;
- 1.51 **“Prasar Bharati”** means the statutory autonomous body established under the Prasar Bharati (Broadcasting Corporation of India) Act, 1990, and designated as India’s public service broadcaster, which meets its objectives of public service broadcasting in terms of the Prasar Bharati Act through the All India Radio (AIR) and Doordarshan;
- 1.52 **“Production Kits”** shall have the meaning ascribed to it in ANNEXURE B;

- 1.53 **“Primary Product Category”** means the primary product category designated in the relevant agreement between SAI and the relevant Event Sponsor and agreed by the Licensee.
- 1.54 **“Principal Sponsor”** means the principal sponsor for the Khelo India Games as finalised by SAI at its sole discretion;
- 1.55 **“EMA”** means the Event Management Agency with whom SAI has contracted for organizing, coordinating, managing, marketing and commercializing the Event.
- 1.56 **“Radio Rights”** shall have the meaning ascribed to it in License Agreement.
- 1.57 **“Reserved Rights”** shall have the meaning ascribed to it in Annexure D.
- 1.58 **“RFP”** means the Request for Proposal issued by SAI.
- 1.59 **“Television/ T.V.”** means the transmission of audio-visual programming by means of Terrestrial Television, satellite television, cable television, IPTV, or any other technology, whether current or supplemental or successor or new, transmission of which or retransmission thereof is solely intended for intelligible reception on the screen of television monitors. For the avoidance of doubt, Television shall specifically exclude, without limitation, Digital Transmission.
- 1.60 **“Term”** means the period commencing from the date of execution of the License Agreement and expiring 3 (three) months after the date of the closing ceremony of the 5th edition of the last scheduled Khelo India Games or the 5th edition of FIT India Quiz, whichever is later, subject to earlier termination of the License Agreement in accordance with the terms thereof.
- 1.61 **“Terrestrial Television”** means linear Television transmitted over-the-air through terrestrial frequency bands whether in analogue or digital format, standard definition, high definition or any evolution thereof or otherwise by an authorized and licensed broadcast station and intended for direct reception by the general public using reception antennas for no fee or charge (other than any tax, levy or fee imposed by any governmental, administrative or other public authority in the relevant territory or part of it). For clarity, Terrestrial Television shall include the right to make a simulcast / re-broadcast of such Terrestrial Television distribution via cable television, satellite television and IPTV (to the exclusion of any Digital Transmission), including where there is a charge for such simulcast / rebroadcast distribution as part of a package or service (e.g. a “basic package” where a simulcast / re-broadcast of a Terrestrial Television channel is part of a basic subscription package of a satellite television service).
- 1.62 **“Territory”** shall mean the world.

B. INTERPRETATION:

- 1.1 The provisions of the RFP and this Agreement shall be read harmoniously.
- 1.2 In addition to the above terms, certain terms may be defined in the Recitals or elsewhere in this Agreement and wherever, such terms are used in this Agreement, they shall have the meaning so assigned to them throughout this Agreement, unless the context otherwise requires.

- 1.3 All references in this Agreement to statutory provisions shall be statutory provisions for the time being in force and shall be construed as including references to any statutory modifications, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force and all statutory rules, regulations and orders made pursuant to a statutory provision.
- 1.4 Words denoting singular shall include the plural and vice versa and words denoting any gender shall include all genders unless the context otherwise requires.
- 1.5 References to the Annexures, Recitals, Sections or Schedules are, unless the context otherwise requires, references to Recitals, Sections or Schedules to this Agreement. All of these form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the Annexures, Recitals, Sections and Schedules.
- 1.6 Any reference to "writing" includes printing, typing, lithography and other means of reproducing words in permanent visible form.
- 1.7 The terms "include" and "including" shall mean, "include without limitation" or "including without limitation".

2 GRANT OF MEDIA RIGHTS AND PRODUCTION & BROADCASTING OBLIGATIONS

- 2.1 In consideration of the production cost quoted by the licensee after absorbing the Media Rights Fee , SAI hereby grants to the Licensee, during the Term and in the Territory, the Media Rights on an exclusive basis subject to, and in accordance with, the terms and conditions of this Agreement and applicable laws of each Territory from time to time in force.
- 2.2 For the avoidance of doubt, the reserved rights, as set out in ANNEXURE D, are hereby reserved to SAI for its own use, exploitation and benefit without any limitation or restriction whatsoever, and the Licensee shall not, and shall not permit any third party to, assert, represent or claim that they have any right, title or interest whatsoever to any of the same other than the exclusive license granted hereunder ("**Reserved Rights**").
- 2.3 Notwithstanding anything contained in this Agreement, Licensee shall provide Clips to SAI or any authorized representative of SAI, at no cost or fees, and SAI or such representative shall have the right to transmit (on a delayed basis of 3 (three) hours post completion of a specific competition forming part of the Games) Clips thereof on the KIG Website and SAI owned social media platforms/ accounts of the Event.
- 2.4 All rights not specifically granted to the Licensee shall be reserved to SAI and may be exercised or exploited by SAI itself, or granted to third parties, on terms determined by SAI in its absolute discretion. An illustrative list of reserved rights is set out in Annexure D.
- 2.5 The Licensee shall also have the following rights:
- 2.5.1 right to use the phrase 'Media Partner of the Khelo India games' during the Term; and

2.5.2 performance certificate to be issued by SAI to the Licensee upon the satisfactory discharge of its services in respect of the 'Khelo India games-'.

2.6 This Agreement shall commence on the Effective Date and shall be valid and subsisting during the Term.

2.7 The Licensee will be responsible for the following:

2.7.1 produce and Broadcast live, through Television and Digital Transmission, as specified in ANNEXURE B;

2.7.2 produce and Broadcast live, through Television and Digital Transmission, the Ceremonies of the Event;

2.7.3 produce and Broadcast live, a minimum number of hours of the Event through Television and Digital Transmission, respectively as set out in ANNEXURE B ("**Broadcast Hours**");

2.7.4 produce the Event in accordance with minimum specifications provided in ANNEXURE E;

2.7.5 Produce and Broadcast Fit India quiz (National rounds- including Current and Ongoing Editions)

a) Min 13 episodes with 36 state champions teams details of which will be provided by SAI.

b) The broadcast should be of international quality in a state of art studio set up with multiple cameras, interactive rounds, celebrity anchors and use of state of art technology for buzzer rounds, Audio video segments, call a friend etc.

c) Integration of key physical rounds in each edition of the game in alignment with SAI

d) Use of key sports icons and celebrities for the episodes including the quiz masters

e) The finals of the FIT India quiz (including Current and Ongoing Editions) maybe planned at a grand scale in alignment with SAI. It may be a bigger event involving some key dignitaries to lend stature to the event hence may be held at a non-studio location like an indoor stadium etc in consultation with SAI.

f) The bidder will be required to produce a minimum of 13 episodes, each of minimum duration 30 min (including free commercial time-FCT) for telecast on their key channel (s) and OTT platforms.

The bidder will also produce thematic campaign and tune-in promos for the FIT Quiz for use on TV and Digital Media.

SAI will provide the venue and logistical support for such an event but the production & broadcast / has to be done by the bidder.

SAI will ensure that all main participants and their companion / guardian (one nos) will be made available for the shoot at studio locations for the duration that they may be required.

All the production should be in HD throughout the contractual period.

2.7.6 Ensure that a constant dynamic logo will be inserted at the top left corner of the broadcast feed for the entirety of the Broadcast of the Event through Television and Digital Transmission. Such constant dynamic logo shall alternate between the composite Event logo/main or title sponsor/Khelo India logo. Any changes to the said terms will be at the sole discretion of SAI;

- 2.7.7 Only the composite and approved Khelo India games Logo should be used by the Broadcaster across all platforms. The Composite Logo would have the Principal Sponsor and the Powered sponsor logo units which may change for each edition and should be voiced inclusive of the event, the Principal and Powered -by sponsor as decided by SAI. Khelo India games Logo (to be intimated by SAI before the commencement of every edition of Games) cannot be altered, changed or used in parts, for example, using only 'Khelo India' without the mention of name of the games (i.e, Youth, University, Para and Winter). For the sake of clarity such Composite Logo shall be the same as those used by SAI for the Event, including those outside of broadcast of the Event;
- 2.7.8 Whether under Applicable Law or otherwise, the Licensee must provide the Feed to Prasar Bharti for onward transmission on its non-pay television platforms, including on DD Free Dish as the Event is categorised under 'Event of National Importance' and it is SAI's requirement that the Licensee ensures that the Event shall be aired on the said Prasar Bharati channels. The Licensee should hold good faith discussions with Prasar Bharati on the sharing mechanism, including on clean feed (or not) and on revenue sharing;
- 2.7.9 Ensure that it shall not select or appoint any Broadcast Sponsor in relation to the Primary Product Category of the Event Sponsor, without first offering and providing them with a notice of 7 days for the event to purchase such Broadcast Sponsorship. For the avoidance of doubt, if the Event Sponsor declines to purchase such Broadcast Sponsorship or fails to respond to such offer within the 7-day period, the Licensee may appoint as Broadcast Sponsor any other person, including, save for the Principal Sponsor, a person who is a Competitor of the Event Sponsor.
- Provided that, SAI shall provide the Licensee with its list of Event Sponsors at least 90 days prior to the commencement of the event along with their relevant Primary Product Category. Should the SAI not provide the Licensee with the list by dates as stipulated herein, the Licensee shall be free to invite sponsorships and/or inventory from any person, including any Competitor of the Event Sponsor(s).
- 2.7.10 Provide coverage of the Event on any channel that forms part of one of the top two sports channels of the Licensee in terms of reach to pay Television households;
- 2.7.11 Provide coverage of the Event on a Digital Platform that is available to all mobile subscribers in India. For sake of clarity, the availability of the Event cannot be restricted to any one handset/mobile operator;
- 2.7.12 Produce Highlights in at least 3 languages and broadcast on widely distributed, language-specific Television channels and on the Digital Platform. As regards the inclusion of Ceremonies in the Highlights package to be produced by the Licensee, the Licensee must ensure that the Highlight package of the Event includes at least a 10-minute feature of the opening ceremony of the Event.;
- 2.7.13 Within 90 (ninety) days of the end of the Event, the Licensee shall provide a written report which shall specifically detail out the following:

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

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

2.7.15 Ensure that the Commentators highlight state wise performance specifics across the entirety of the Broadcast so as to trigger and maximize a campus level activation of the Event;

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

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

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

2.9 Sub licensing - The Licensee will be entitled to partly sub-licence its rights or obligations under the License Agreement, provided that the Licensee shall continue to be responsible and accountable to SAI for its obligations despite any such sub-licence.

3 TERMS OF PAYMENT

3.1 Commercial Bid of the successful Bidder will be as per below mentioned criteria-

3.2 As per job completion certificate according to T&C of supply order.

SN	Edition/Year	Production Cost (after absorbing the Media Rights fee) excl. of taxes (IN INR)	Tax %
I	Khelo India Youth Games (KIYG)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		
II	Khelo India University Games (KIUG)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		
III	Khelo India Winter Games (KIWG)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		
IV	Khelo India Para Games (KIPG)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		
V	FIT India Quiz (National Rounds)		
1	Edition 1		
2	Edition 2		
3	Edition 3		
4	Edition 4		
5	Edition 5		

3.3 The payable amount shall be released as detailed below:

A. By SAI to the Bidder

i. Payment will be made edition wise of the games held.

3.4 100% of the production cost of the particular edition within 30 days from the date of closing ceremony of the games, subject to verification of the production cost, marketing spend by a third party organization.

4 PERFORMANCE SECURITY To ensure the due performance of the awarded contract, the Licensee shall, within 30 (thirty) days of entering into the License Agreement with SAI, furnish an irrevocable bank guarantee for an amount of 3% of the value of contract i.e., the cumulative Difference Value (“Performance Security”).

4.2. The Performance Security shall be furnished in one of the following forms:

- a) Account Payee Demand Draft
- b) Banker’s Cheque
- c) Electronic Bank Guarantee
- d) Fixed Deposit (FDR)
- e) Bank Guarantee from any of the Commercial Banks as per Annexure F
- f) Insurance Surety Bonds (OM No. F.1/2/2022 – PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022)
- g) Any online acceptable method (NEFT/RTGS) as per the following details (the Licensee must submit a copy of UTR No. in case the transaction is done by this method)

- h) A/C NAME: SECRETARY SAI (KHELO INDIA)

A/C NO: 108510100032325

BANK NAME: UNION BANK OF INDIA

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

DELHI BRANCH CODE: 1085

IFSC CODE: UBIN0810851

4.3. Demand Draft/Bankers Cheque/FDR/BG from a Scheduled Commercial Bank drawn in favour of “SECRETARY (SAI), KHELO INDIA” payable at New Delhi shall be deposited in the office of KHELO INDIA, Room No. 5, 1st Floor, Ramp No 5A, JLN Stadium, Lodhi Road within the time period stipulated in Clause 4.1 above.

4.4. All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Licensee. No interest will be payable on the Performance Security by SAI.

4.5. Material failure on the part of the Licensee, which is not cured within a period of 14 (fourteen) days of receiving a written notice of such failure from SAI, to comply with the requirements of the scope of services specified in this Agreement, shall constitute sufficient grounds for the enforcement of the Performance Security by SAI to the extent of its loss.

4.6. The Licensee shall replenish the Performance Security within 7 (seven) days of invoking of the Performance Guarantee.

4.7. It is hereby clarified that the Performance Security shall be capable of being renewed by the Licensee during the period of the Agreement (i.e., conclusion of the event), provided that the Performance Security of 3% of the total contract value always remains valid and in existence during the period of the Agreement (i.e., Conclusion of the 5th Edition of the last concluded event).

5 REPRESENTATIONS AND WARRANTIES

5.1 The Licensee hereby represents and warrants to SAI that:

- 5.1.1 It has been duly incorporated and validly existing under Applicable Law and has the full right and legal authority to enter into, and is fully capable of performing its obligations under, this Agreement in accordance with its terms;
- 5.1.2 It is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement. It also represents that by entering into this Agreement or performing its obligations under the Agreement, it is not in breach of Applicable Law;
- 5.1.3 No legal proceedings are pending or threatened against the Licensee before any court, tribunal or authority which do or may restrain or enjoin the performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement;
- 5.1.4 It has the full power and authority to enter into this Agreement, including approval from its governing body/ Board, to the extent applicable and if required, to execute this Agreement and to perform its obligations and observe the terms and conditions hereof;
- 5.1.5 It has not and will not undertake any action which might impair the performance of any of its obligations under this Agreement
- 5.1.6 It is not aware, as at the date of this Agreement, of anything within its reasonable control that may, or will, adversely affect its ability to fulfil any of its obligations under this Agreement;
- 5.1.7 It is the sole and absolute owner of the channels and Digital Platforms and all rights associated with or relating to the exploitation of the channels and Digital Platforms;
- 5.1.8 It shall not exploit the rights granted under this Agreement in any manner which is materially prejudicial to SAI, the athletes participating in any of the Events, the KIG, KIG Marks and/ or the Fit India Quiz;
- 5.1.9 It shall not, in any manner, defame the KIG, SAI and/ or the Fit India Quiz, subject to fair and reasonable journalistic comment, and shall not do or omit to do anything that may be detrimental to or prejudice or impair the organization of or the goodwill/ reputation earned by KIG or SAI;

- 5.1.10 It has obtained all governmental approvals, permissions and consents, if any, required by it to perform all its obligations under this Agreement and shall, during the Term, maintain all such governmental approvals, permissions and consents;
- 5.1.11 It shall not, and shall ensure that its sub-licensees do not use the Live Feed and/ or Footage, nor use any part thereof, for any purpose other than for the purpose of exploitation of the Media Rights (and other rights set out in Annexure A) and strictly in accordance with the terms of this Agreement; and
- 5.1.12 The Licensee acknowledges that all rights in the KIG Marks, together with all goodwill attached to each of them shall remain the sole property of SAI and shall inure solely for the benefit of SAI.

5.2 SAI hereby represents and warrants to the Licensee that:

- 5.2.1 It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms including the right and authority to grant to the Licensee the rights and benefits set forth herein;
- 5.2.2 It is not a party to any oral or written agreement, contract or understanding which would prevent, limit or hinder the performance of any of SAI's obligations under this Agreement;
- 5.2.3 It shall not, in any manner, defame the Licensee and shall not do or omit to do anything that may be detrimental to or prejudice or impair the organization of or the goodwill/ reputation earned by the Licensee; and
- 5.2.4 it shall not itself exercise or exploit, nor permit or authorize any third party to exercise or exploit, the Media Rights (or any part thereof) in the Territory (or any part thereof) during the Term.

6. OBLIGATIONS OF THE LICENSEE

Notwithstanding the production and broadcasting obligations of the Licensee stated in Clause 2 above, the Licensee shall have the following obligations in line with the RFP issued for the same:

6.1 Standard of Performance:

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

6.2 Reporting Obligations:

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

6.3 Insurance taken out by the Licensee:

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

6.4 Conflict of Interest

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

6.5 Marketing of the League:

In order to promote the Event, the Licensee shall undertake promotional spend of at least INR One Crore per year across various products towards marketing and promotion support of the Event on 360degree marketing activities outside Home Network. The Licensee shall try and give the best exposure possible on its network channels also and provide SAI with a detailed log report of the total spends as per agreed timeline. Such spend shall be computed on the basis of market rates and not internal rates or card-based rates. Marketing campaign should commence at least 30 (thirty) days prior the Event or on the date of execution of the Agreement between SAI and the Licensee, whichever is later. For subsequent editions and games, the Marketing campaign should commence at least 30 (thirty) days prior the Event.

7. WORKING COMMITTEE

7.1 The Working Committee shall meet every 2 (two) months to discuss activities and opportunities to promote the Games. These discussions in good faith shall also include the provision of marketing plans and materials with partners.

8. TERM AND TERMINATION The Term of this Agreement shall commence from its Execution Date shall and expire 3 (three) months after the date of the closing ceremony of the 5th edition of the last scheduled Khelo India Games or 5th Edition of FIT India Quiz, whichever is later, subject to earlier termination of this Agreement in accordance with its terms.

9.2 SAI may immediately terminate this Agreement by serving a written notice if:

8.2.1 The Licensee commits a material breach of this Agreement, and such breach, if capable of remedy, is not remedied within 15 (Fifteen) days after receipt of notice of the breach from SAI or within such further period as SAI may have subsequently approved in writing;

8.2.2 The Licensee is adjudicated insolvent, or goes into liquidation or receivership, whether compulsory or voluntary, involuntarily declares bankruptcy, fails to continue its business of broadcasting and which has substantial bearing on providing services under this Agreement;

8.2.3 If the Licensee is determined, by a court of competent jurisdiction, to have engaged in corrupt or fraudulent practices in competing for or in executing this Agreement;

8.2.4 If the Licensee submits to SAI a false statement which has a material effect on the rights, obligations or interests of the Event; or

8.2.5 If the Licensee fails to comply with any final decision as a result of arbitration proceedings between the Parties.

9.3 The Agreement may be terminated by mutual consent of SAI and the Licensee.

9. CONSEQUENCES OF TERMINATION

9.1 Upon expiry or termination of this Agreement for any reason whatsoever:

- 9.1.1 All rights, licenses and benefits (including, without limitation, the Media Rights) granted in favour of the Licensee shall forthwith stand terminated and revert to SAI;
- 9.1.2 The Licensee shall immediately cease to exercise and exploit the Media Rights, trademark, and the KIG Marks and shall not thereafter use or exploit its previous connection with SAI or the Event, whether directly or indirectly;
- 9.1.3 The exclusivity in favour of the Licensee under this Agreement shall stand terminated and SAI shall immediately thereafter be entitled to grant all or any of the Media Rights to any third party;
- 9.1.4 SAI and the Licensee shall promptly return to the other all property of the other within its possession, including any Confidential Information that the other Party has been made aware of;
- 9.1.5 The Licensee shall forthwith remit to the Designated Account any other sums that are outstanding and to be accounted for under this Agreement;
- 9.1.6 Any advance paid by the Licensee, prior to termination, in accordance with Clause 13 below, will be immediately refunded to the Licensee;
- 9.1.7 Each Party shall pay to the other, immediately, any unpaid or accrued dues (including any advances received by it);
- 9.1.8 All sub-license agreements entered into by the Licensee shall forthwith be deemed to have been automatically terminated.
- 9.1.9 The Licensee shall, immediately upon dispatch or receipt of termination notice, take all necessary steps to bring the services to a close in a prompt and orderly manner. With respect to documents prepared by the Licensee and equipment and materials furnished by SAI, the Licensee shall proceed as instructed by SAI.
- 9.1.10 Notwithstanding anything contained herein, the confidentiality and indemnity obligations of the Parties shall survive termination of this Agreement.
- 9.1.11 Save where expressly stated otherwise, the expiry or termination of this Agreement shall be without prejudice to any rights already accrued to either of the parties under this Agreement and shall not affect or prejudice any provision of this Agreement which expressly or by implication comes into effect or continues in effect after termination.

10. INDEMNITY AND LIMITATION OF LIABILITY

10.1 Each Party ("**Indemnifying Party**") shall indemnify and hold harmless the other Party, its Affiliates, and its and their respective successors and assigns, and all of their officers and directors ("**Indemnified Party**"), from and against all direct liabilities, actions, claims, suits, proceedings, demands, losses, damages, awards, costs and expenses (including reasonable attorneys' fees to consider, advise and defend, and courts costs) and any third party claims suffered by such Party or its Affiliates, and its and their respective successors and assigns, and all of their officers, directors, agents, employees and representatives, caused by or arising out of (i) failure of a Party's representations and warranties to be true and correct in all respects, or a Party's breach of any representations, warranty, undertaking made by it under this Agreement or (ii) failure of a Party to comply with relevant material obligations/ material compliance under any material law/material regulations applicable in the Territory.

- 10.2 Notwithstanding the above, neither Party nor its officers, employees, agents, or partners shall be liable to the other Party, or any other party, for indirect, incidental, consequential, punitive, special or exemplary damages arising in any manner from the activities contemplated under this Agreement, whether under contract, tort or any other cause of action, even if that Party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or loss of business or goodwill.
- 10.3 The indemnification rights of the Indemnified Party under this Agreement are independent of, and in addition to, such other rights and remedies as the Indemnified Party may have at law or in equity or otherwise, to seek specific performance, rescission, or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 10.4 All indemnity claims shall survive the termination or expiry of the Agreement.

11. TRADE MARK PROTECTIONS AND INTELLECTUAL PROPERTY RIGHTS

- 11.1 Other than expressly set out herein, the Licensee shall not adopt, create or begin to use:
- 11.1.1 Any registered or unregistered trademarks owned or used by SAI including, without limitation, the KIG Mark and in any language whatsoever; or
 - 11.1.2 Any term which is confusingly similar to, is a colorable imitation of, or is a derivation of, or which unfairly competes with, any such trademarks or the slogan associated with the Event.
- 11.2 The Licensee shall not develop or register any name, logo trademark, indicia, brand name, symbol, slogan, service mark or other mark (whether registered or unregistered) or designation which, in SAI's opinion, may be inferred by the public as identifying with any of SAI's and/or the Event's.
- 11.3 The Licensee shall not oppose any of the trademark or copyright applications filed by SAI or its Affiliates, nominees or licensees in respect of any of the KIG Mark. The Licensee shall not in any way challenge, or apply for any copyright, trademark, or patent protection, or domain name registration (whether in respect of, or in relation to, any of the KIG Mark or otherwise), which would adversely affect SAI's proprietary interests in the same, or assist any Person to do so.
- 11.4 All rights, title and interest in and to all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable work products, marketing and business ideas, and all improvements, know-how, data, rights and claims related to the foregoing, which are conceived, developed or created with the conceptual inputs, financing or materials provided by a Party ("**Intellectual Property**"), whether or not registered or registerable, patented or patentable, shall be held and owned solely by such Party. The Licensee shall mark all KIG's Intellectual Property with KIG's copyright. In the event that the Licensee should otherwise, including by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Intellectual Property of KIG, the Licensee hereby assigns and otherwise transfers and agrees to assign and otherwise transfer to SAI, without further consideration, entire right, title and interest in and to each and every such Intellectual Property. The Licensee hereby waives any so-called "droit moral" rights, "moral rights of authors" and all other similar rights the Licensee may have in any Intellectual Property of SAI, however denominated, throughout the world.

- 11.5 Nothing contained herein including use of SAI's Intellectual Property Rights (including KIG Marks) by the Licensee shall be construed as transfer or assignment of the Intellectual Property Rights by SAI to or in favour of the Licensee or any third party engaged by the Licensee.
- 11.6 All Intellectual Property (including, without limitation, copyright) that subsists in the Feed, Clips and Commentary (including transmissions and recordings thereof by the Licensee and each Sub-Licensee) shall be owned by SAI for the full term of copyright including all renewals, reversions and extensions thereof and thereafter in perpetuity and nothing contained in this Agreement shall be deemed to assign or transfer any Intellectual Property rights to the Licensee.
- 11.7 Licensee shall ensure that at the end of each and every live and delayed transmission of the Feed and Clips it incorporates the following acknowledgement of copyright, "©SAI". All rights reserved", or such other copyright notice as SAI may, from time to time, specify.
- 11.8 This Agreement shall not give either Party any ownership rights, title or interests in the other Party's Intellectual Property, Confidential Information or other Intellectual Property Rights. Neither Party shall use any material containing the other Party's marks without the prior written consent of such Party or as provided in this Agreement.
- 11.9 The Parties agree that any Intellectual Property created or developed over the course of performance of this Agreement shall be treated as the sole and exclusive property of SAI and that the Licensee shall make no all claims and/or demand any compensation against such Intellectual Property till perpetuity.

12. CONFIDENTIALITY

- 12.1 Any Confidential Information disclosed by either Party ("**Disclosing Party**") to the other Party, including its directors, officers, employees, vendors and suppliers and other legal representatives ("**Receiving Party**"), as the case may be, shall be held by the Receiving Party in strict confidence and shall be used only for the purposes of this Agreement. The Receiving Party shall not disclose, or distribute the Confidential Information or otherwise make it available to any third party without the Disclosing Party's specific prior written approval.
- 12.2 The Receiving Party will procure that each person to whom the Confidential Information is disclosed is made aware of the Confidentiality obligations under this Clause, and will use its best endeavours to procure that each such person adheres to such Confidentiality obligations.
- 12.3 Confidential Information shall not include information which:
- 12.3.1 was in the public domain at or subsequent to the time such portion was communicated to the Receiving Party by the Disclosing Party; or
 - 12.3.2 is, or becomes, publicly known through no wrongful act of the Receiving Party or any of its subsidiaries or group companies or any of its or their officers, employees, agents or advisors; or
 - 12.3.3 is approved for release by prior written authorization of the Disclosing Party; or
 - 12.3.4 is required to be disclosed under any relevant law, regulation or order of court, provided the effected Party is given prompt notice of such requirement or such order and (where possible) provided the opportunity to contest it, and the scope of such disclosure is limited to the extent possible.

- 12.4 Both Parties agree that any violation or threatened violation of this obligation may cause irreparable injury to the other Party, entitling the other Party to seek injunctive relief, in addition to any other legal or equitable remedies available to it, in any court of competent jurisdiction.
- 12.5 Neither Party shall, without the express written consent of the other Party, make any statements nor release any information, to the press or otherwise, concerning the Agreement or the subject matter hereof.
- 12.6 Upon expiration or termination of this Agreement, each Party will promptly return to the other Party or destroy with the permission of the other Party all Confidential Information in its possession or control and cease all further use thereof. Upon request by any Party, the other Party will deliver a certificate signed by a senior officer of other Party confirming other Party's compliance with this Clause.
- 12.7 The obligations set forth in this Clause shall be perpetual and survive the expiry or termination of this Agreement.

13. FORCE MAJEURE

- 13.1 "**Force Majeure**" means an event which is beyond the reasonable control of SAI or the Government of India or the Licensee, is not foreseeable, is unavoidable and not brought about by or at the instance of SAI or the Licensee claiming to be affected by such event and which has caused the non-performance or delay in performance, and which makes SAI's or the Licensee's performance of obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, quarantine or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where SAI or the Licensee has the power to prevent such strikes, lockouts or other industrial action), epidemic or pandemic (including COVID-19) confiscation or any other action by government agencies.
- 13.2 Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of the affected Party or its agents or employees; (ii) any event which a diligent Person could reasonably have been expected to take into account at the time of entering into this arrangement, and avoid or overcome in the carrying out of its obligations hereunder; or (iii) insufficiency of funds or inability to make any payment required hereunder.
- 13.3 Measures to be taken:
- 13.3.1 Any Party affected by an event of Force Majeure shall continue to perform its obligations under this Agreement as far as reasonably practicable, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 13.3.2 If a Party is affected by an event of Force Majeure, it shall notify the other Party of such event as soon as possible, and in any case, not later than 7 (seven) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 13.3.3 Any period within which a Party is required to, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of an event of Force Majeure.
- 13.3.4 During the period of their inability to perform the obligations as a result of an event of Force Majeure, the affected Party shall either demobilize or continue with the services to the extent

possible, in which case the affected Party shall continue to be paid proportionately and on a pro rata basis, under the terms of this Agreement.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. Subject to the provisions of Clauses 14.2 and 14.3 herein below, the courts at New Delhi shall have exclusive jurisdiction over any dispute between SAI and the Licensee.

14.2 Amicable Settlement:

In the event a dispute arises between the Parties in relation to any matter under this Agreement, either party may send a written notice to the other party. The party receiving the notice shall be required to respond to such notice in writing within 72 (seventy-two) hours of its receipt, and the parties shall endeavour to first amicably settle the same through joint meetings.

Any dispute, which has not been resolved, as provided above within 21 (twenty-one) days of the receipt of the response by the party who initially sent the written notice, then such dispute will be referred to arbitration in accordance with Clause 14.3 below

14.3 Arbitration:

14.3.1 In the case of a dispute arising in connection with the License Agreement which has not been settled amicably within the stipulated time period set out in Clause 14.2, either party may refer the dispute for resolution by in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time). Such dispute shall be referred to and settled by a sole arbitrator to be appointed at the sole discretion of the Secretary (Sports), Govt of India upon taking into consideration the suggestions provided by both, the SAI and the Licensee.

14.3.2 The seat and venue of the arbitration shall be New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

14.3.3 The decision of the sole arbitrator shall be final and binding upon both parties. The expenses of the arbitration will governed by the provisions of the Arbitration & Conciliation Act, 1996.. However, the expenses incurred by each party in connection with the preparation for such arbitration proceedings shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

15. NOTICES

15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post or facsimile or email transmission to such party at the address, facsimile number or email address specified:

If to SAI:

Attention of:

Address:

Phone:

E-mail:

If to Licensee:

Attention of:
Address:
Phone:
E-mail:

- 15.2 A Party may change its details for notice hereunder by giving the other Party 7 (seven) days' prior written notice of such change.

16. MISCELLANEOUS

- 16.1 **Assignment:** Except as set out under this Agreement, the Licensee shall not assign, at law or in equity (including by way of a charge or declaration of trust), sub-license (other than as expressly permitted hereunder), transfer, charge or deal in any other manner with this Agreement or any rights or obligations under this Agreement, or sub-contract any or all of its obligations under this Agreement or purport to do any of the same without the prior approval of SAI. Each Party enters into this Agreement as principal not agent, and may not enforce any of its rights under or in connection with this Agreement for the benefit of any third party.
- 16.2 **Amendments:** Any amendment, modification or variation of the terms and conditions of this Agreement, including any amendment, modification or variation of the scope of the services, may only be made in writing by mutual agreement between the Licensee and SAI.
- 16.3 **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by SAI or the Licensee may be taken or executed by the authorized representatives of each Party.
- 16.4 **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal successors. The Parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favour of any such third party against either of the Parties hereto.
- 16.5 **Cost and Expenses:** Each Party shall bear its own costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement and all other documents contemplated herein.
- 16.6 **Counterparts:** This Agreement may be executed in 2 (two) counterparts one each to be retained by the respective Parties. Each counterpart shall be treated as an original and shall be capable of being enforced without reliance on the other counterparts as an original document.
- 16.7 **Entire Agreement:** The Parties hereto confirm and acknowledge that this Agreement (including the annexures and schedules if any) shall constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the Parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding upon any Party hereto unless arising out of the specific provisions of this Agreement.
- 16.8 **Exclusivity:** Except as otherwise set out in this Agreement, the Media Rights shall be granted exclusively to the Licensee in relation to the Territory.

16.9 **Fairness and Good Faith:**

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

Operation of this Agreement: The Parties recognize that it is impractical for this Agreement to provide for every contingency which may arise during the Term, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either Party.

16.10 **Headings:** Headings shall not limit, alter, or affect the meaning of this Agreement.

16.11 **Location:** The services shall be performed at such locations as are determined in accordance with the terms of this Agreement.

16.12 **Relationship:** Each Party to this Agreement is an independent contractor, and nothing contained herein shall be construed as creating a relationship of agency, employment, partnership or a joint venture between the Parties. Neither Party shall have the right, power or authority to assume or create any obligation on behalf of the other Party. The Licensee, subject to the provisions of this Agreement, has complete charge over the personnel delivering the services and shall be fully responsible for the services performed by them or on their behalf.

16.13 **Severability:** If any provision of this Agreement shall be found by any court, government or administrative body, of competent jurisdiction, to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provisions with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal, and basic commercial objectives of the invalid or unenforceable provision.

16.14 **Survival:** The termination or expiry of this Agreement shall not affect those provisions and Clauses hereof that by their nature are intended to survive such termination or expiry, including but not limited to provisions of this RFP.

16.15 **Taxes and Duties:** Subject to the provisions of Clause 3, the Licensee shall be liable to bear any indirect taxes, including goods and services tax, as applicable, duties, fees, cess, surcharge, levies and other impositions levied under Applicable Law, save that each Party shall be liable to bear its own income taxes and all payments shall be subject to tax (including goods and service tax, as applicable) to be deducted at source.

16.16 **Waiver:** The failure at any time of the Licensee or SAI to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either Party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day of the month and year first above written.

SAI, Ministry of Youth Affairs and Sports, Government of India

By:

Witness

1.

2.

Licensee Name

By:

Witness

1.

2.

ANNEXURE A

MEDIA RIGHTS

The Licensee shall be granted the following rights for the Term, on a global, exclusive basis, subject to the terms of this Agreement (“**Media Rights**”) for the Games and FIT INDIA Quiz (national round- including Current and Ongoing Editions) and any other programming created around FIT India quiz:

1. Produce live and continuous moving image video signal of the Event (including the Ceremonies and the Games) of the minimum standard and specification that is consistent with the then prevailing market standard, which shall incorporate slow motion replays, titles and any graphics selected by or on behalf of the Licensee (“Feed”);
2. Broadcast, distribute, exhibit and/or make available audio and/or audio-visual programming (“Broadcast”), on a linear and on demand, downloadable basis, on a live and delayed (including any repeats and Highlights) basis, audio-visual programming of unlimited duration of the Event (including the Ceremonies and the Games) by means of Television and Digital Transmission, on a free, social media, pay-per-view or pay basis, in full or in part, in English and Hindi language and any other languages as it deems fit; and other rights more particularly set out in Annexure A.
3. Complete liberty and discretion to commercially exploit all on-air inventory including the right to appoint Broadcast Sponsors, subject to Clause 2.7.9 ;
4. Access to Players:
 - g. At the Licensee’s request, SAI shall provide the Licensee with access to the players participating in the Event, provided that such request is reasonable.
 - h. Such access shall be provided at the request of the Licensee: (i) before and after each sporting Event or match, for the purpose of creating audio visual promotions, video clips, ad films, and any other promotional activity in relation to the Event, at no extra cost to the Licensee; and (ii) in general depending on the availability of the player, for ad-shoots and attending and participating in television programs organized by the Licensee in relation to the Event;
 - i. SAI shall ensure that each player provides any other similar support, as reasonably requested by the Licensee from time to time, solely for the purpose of promoting or increasing the viewership of the Event;
 - j. SAI shall ensure that, for the purpose of promoting or increasing the viewership of the Event, the Licensee has the right to photograph the players, as well as the right to film, televise, photograph, identify and otherwise record the player and his/her performance during the sporting events and periods ancillary thereto, including training and press conferences, as well as the right to further sub-license or assign such rights, at no extra cost to the Licensee.

- k. SAI shall ensure that the Licensee has the right to use the player characteristics of each player for the purposes of promotion of the Event, at no extra cost to the Licensee.
- l. SAI shall provide the Licensee with exclusive right to (i) use the audio-visual and still images of players in advertisements and/or promotions of forthcoming coverage of the Event on any platforms; and (ii) operate any competition, fantasy league and/or contest relating to the Event within the Territory using the KIG Marks and/or the Feed(iii) gamification rights.
5. SAI shall provide the Licensee the right to use all recorded information relating to the sporting events in the Event and players, including all fixture lists, scores and/or statistical information relating thereto, regardless of form or the media on which it may be recorded. Further, the SAI shall make available to the Licensee, all timely data in respect of Games results and other developments during the Event.
6. SAI shall on a best effort basis and at its sole discretion endeavor to ensure that the Licensee's logo appears in each situation where the SAI's partners' logos and/or signages are presented.
7. The following other rights:

Replay	The right to transmit the Event on a replay, deferred and/or delayed basis in full or in part (including as edited, cut down repeats) by means of Television and Digital Transmission.
Clips and Highlights	The right to transmit coverage of the Event as Clips and Highlights by means of Television and Digital Transmission.
Interactive rights and gaming rights	<ul style="list-style-type: none"> • The right to transmit audio-visual coverage of the Event with interactivity functionality that provides an enhanced or specific viewing experience of the Event or any other form of enhancement developed from time to time which may be accessed by individual viewers on demand or request, during the Term, eg. voting, switching between match feeds, data overlay, participation in competitions/contests /promotions etc. • The right to provide services to viewers in the course of viewing a transmission of any Event to enable such viewers to (i) access on demand data and/or information regarding any Game or a series of Games or the teams or the players participating in the Event or (ii) place orders for and/or carry out any revenue generating activity during the transmission. • The right to create or operate or exploit any competition, quiz, contest or any game, including video games, electronic games and interactive media, based on the Event.
Fixed media rights	The right to transmit coverage on home video, DVD, laser disc, VCD and any other means of fixed electronic storage.
Theatrics and commercial premises rights	The right to transmit audio-visual or audio coverage of the Event via any means or platforms now known or hereinafter developed during the Term for exploitation at theatres or other public or private venues (including stadiums, parks, hospitals, governmental buildings or venues, etc) internal or external presentations, tradeshow and in any other commercial establishment or premises (including restaurants, cafes, shopping malls, bars, schools, sports and social clubs, leisure centres etc) military bases

	(namely camps, barracks and other similar accommodation used by overseas armed forces as their living quarters) via any other means of public exhibition.
Radio rights	The right of radio delivery meaning the transmission of audio-only coverage of the Event in analogue or digital form including by means of wireless telegraphy, including without limitation radio transmission in the FM and AM frequency bands, satellite radio, the world wide web and/or via the internet and/or via television diffusion (“ Radio Rights ”) including the right to create commentary for exhibition by way of the Radio Rights.
Still image promotional rights	The right to use still shots from the coverage or other images of the Event for the production of posters, flyers and other promotional material.
Archive Rights	The right to use the audio-visual coverage of any previous school / district / state / national level events / games organized by or on behalf of SAI before the Term (“ Archive Content ”), to market and promote the Event.
Data rights	The right to use data relating to the Event, and also the data of any previous school / district / state / national level events / games organized by or on behalf of SAI.
Virtual reality rights	The right to transmit coverage of the Event in virtual reality format.
Scorecard	The right to transmit and display on a live or delayed basis the video scorecard and/or the audio scorecard in relation to each Game.
Editorial descriptions	The right to create and make available text commentary and other editorial descriptions of the Event (whether graphical or textual).
Mobile activation rights	The right to make available any form of text-based alert, competition, game, fantasy league, predictor game, application or other activation that uses the branding relating to the Event or otherwise is directly or indirectly associated with the Event and that is exploited via mobile technology or internet technology.
On-board rights	The right to transmit right to transmit coverage of the Event live and in full, or on a replay, deferred and/or delayed basis in full or in part (including as edited, cut down repeats) in trains and other forms of transport which offer transportation to and from destinations.
Non-game content rights	The right to access any behind the scenes coverage or to conduct interviews of players, their support staff and organisers.
Trademarks and logos	The right to use the KIG Marks and logos in connection with the exercise of its rights.
Promotion	The right to promote and advertise its services and itself as the official media partner of SAI for the Event.

ANNEXURE B

DETAILS OF IDENTIFIED GAMES TO BE PRODUCED AND BROADCAST

1. Under this contract the production obligation is to produce sports live across multiple venues with a minimum requirement as detailed below:
 - iii. with 2 (two) production kits (“**Production Kits**”) and 1 (one) Roving Kit for the duration of the Khelo India Youth Games (KIYG) and with 2 (two) production Kits and 1 (one) crew for the duration of Khelo India University Games (KIUG) as per the latest available technologies for every games
 - iv. with 2 (two) production Kits and 1 (one) crew for the duration of the Khelo India Para Games (KIPG) and 1 Kit and 1 Crew for Khelo India Winter Games (KIWG) with the latest available technologies for every games.
2. Identification of the Games to be broadcasted live, and the schedule for such Games shall be decided depending on the number of location through mutual consultation. The Licensor shall have the final say in schedule of the Games whereas the Licensee shall have final say on Broadcast matters.
3. Produce and Broadcast FIT India quiz (National Rounds- including Current and Ongoing Editions) :
 - a) Min 13 episodes with 36 state champions teams details of which will be provided by SAI.
 - b) The broadcast should be of international quality in a state of art studio set up with multiple cameras, interactive rounds, celebrity anchors and use of state of art technology for buzzer rounds, Audio video segments, call a friend etc.
 - c) Integration of key physical rounds in each edition of the game in alignment with SAI
 - d) Use of key sports icons and celebrities for the episodes including the quiz masters
 - e) The finals of the FIT India quiz (including Current and Ongoing Editions) maybe planned at a grand scale in alignment with SAI. It may be a bigger event involving some key dignitaries to lend stature to the event hence may be held at a non-studio location like an indoor stadium etc in consultation with SAI.

The bidder will be required to produce a minimum of 13 episodes, each of minimum duration 30 min (including free commercial time-FCT) for telecast on their key channel (s) and OTT platforms.

The bidder will also produce thematic campaign and tune-in promos for the FIT Quiz for use on TV and Digital Media.

SAI will provide the venue and logistical support for such an event but the production & broadcast / has to be done by the bidder.

SAI will ensure that all main participants and their companion / guardian (one nos) will be made available for the shoot at studio locations for the duration that they may be required.

All the production should be in HD throughout the contractual period.

4. It is also mandatory to provide Clips or Highlights coverage of the other Games which are not covered live; such Clips or Highlights are to be inserted into the live Feed suitably.
 - A minimum of 30-minute daily highlights covering the match day shall be inserted into broadcasting / OTT feed.
 - Minimum of five (5), thirty (30) seconds highlights per game shall be inserted into broadcasting / OTT feed
 - A minimum of ten (10) key moments clips of sixty (60) seconds shall be inserted into broadcasting / OTT feed and can be shared with Sponsor for Promotion and Marketing purposes.
5. At all times, the Licensee is free to produce more than the baseline production requirement.
6. If, however, SAI requests for additional production involving more than the baseline production obligations or kits, then SAI shall pay the Licensee a mutually agreed amount. In case there is no agreement, SAI is free to produce the additional venues/ events at its own cost and provide such produced feed to the Licensee. Such feed shall be provided to the Licensee free of cost. Any feed produced by the SAI shall meet the minimum specifications as set out in ANNEXURE E.
7. During the Contract Term, the mandatory obligation is
 - I. **For KIYG and KIUG:** to Broadcast 7 (seven) hours per day (out of which minimum of 5 (five) hours will be live for KIYG and minimum of 4 (four) hours will be live for KIUG), on Television and Digital Platforms. It is hereby clarified that obligation to Broadcast a minimum of five hours per day of live content will only apply if at least five hours of live content is available on that day.
 - II. **For KIPG and KIWG:** to Broadcast 5 (Five) hours per day (out of which minimum of 4 (four) hours will be live for KIPG and KIWG, on Television and Digital Platforms. It is hereby clarified that obligation to Broadcast a minimum of five hours per day of live content will only apply if at least five hours of live content is available on that day
8. SAI commits that the production and Broadcast obligations shall not extending beyond duration of the game/ Fit India Quiz

ANNEXURE C

SUPPORT TO BE PROVIDED BY SAI

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

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

In addition to the above, SAI shall use its best efforts to:

1. provide the Licensee and project personnel with work permits and such other documents as may be necessary to enable the Licensee or project personnel to perform the services;
2. promptly provide support to foreign personnel or foreign consultants or professional engaged by the Licensee for the provision of the services for all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
3. issue to its officials, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective delivery of the services; and
4. provide to the Licensee and project personnel any other assistance required for the provision of the services.
5. provide to the licensee such reasonable assistance as may be considered necessary to ensure safety and security of their project personnel and their equipments.

ANNEXURE D

RESERVED RIGHTS OF SAI

Clips and Highlights	The right to transmit non-live coverage of the Event Clips and Highlights on KIG Website of up to a maximum of 10 (ten) minutes per day of the Event of that day, after transmission of the relevant segment of the Event by the Licensee, on a non-exclusive basis for exploitation on a non-commercial basis.
Archive content	The right to transmit Archive Content on Khelo India Website for exploitation on a non-commercial basis. Storage of raw footages/ content and processed content (video packages) etc. for the purpose of archive in digital formats. The Agency will submit the archived content to SAI within 15 (fifteen) days in an external hard disk.
Appointment of Event Sponsors	The right to appoint Event Sponsors

ANNEXURE E

PRODUCTION SPECIFICATIONS

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

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

Camera and Lenses	8x Complete Camera Chain with Tripod; including wheels as may be necessary 2x 75X lenses, 1x 40X lens, 2x 22X lens, 2x 14J lens, 1x Fisheye Lens At least 2 kits will need a super slow motion/ultra-motion camera. One of the cameras with lens 75X can be used a super slow motion / ultra-motion camera
Replay System	2 XT3 EVS replay machines, networked and with all relevant licenses
Audio	Minimum 48 Channel digital audio mixer Effects Mics to pick ambience from playing field and audience stand Mics on Cameras Hand held mics with event branding for interviews, Toss etc IFB for guest and presenter Commentary Unit with lip mics and all necessary accessories
Other Equipment	Vision Desk 2 ME with sufficient inputs and AUX , RAM for clip storage and playback with Micros Live Graphics and scoring system (animation, 3 D GFX), score bug, clock, full pages, lower third Power supply with redundancy (UPS) and proper distribution (two generators) Communications with all relevant production crew 3 X Multiviewer programmable/Monitor wall/Monitors for all positions Audio Video Router Audio Video Cables Power cables

	<p>Uplink HD 9 MZ (Kit and space)</p> <p>GPS clock</p> <p>Recorders for archive x 2</p>
Crew	Relevant crew with appropriate sports experience to man all positions
Commentators and Presenters	Relevant commentators and presenters with appropriate training and expertise on each specific sport
Look and Feel	<p>To be in sync with on-ground look.</p> <p>Opening Titles, Bumpers and all Live Graphics templates must have an international look and feel</p>
Embellishments	<p>1x Super Slow/ Ultra Motion Camera</p> <p>Intelligent Lights (only for indoor games)</p>
Non-Live events	ENG kits as necessary

ANNEXURE F

FORMAT OF PERFORMANCE SECURITY

[•*Bank's Name, and Address of Issuing Branch or Office*]

Beneficiary: SAI, Ministry of Youth Affairs and Sports and Sports Authority of India, Government of India

[•*Address of SAI, MYAS*]

Date: [•]

Performance Security No.: [•]

WHEREAS Licensee name & Address (hereinafter referred to as "the **Licensee**") has been awarded the Bid (as defined in the License Agreement) vide letter dated [●] for acquiring certain media rights and for the execution of a License Agreement as has been detailed in the Request for Proposal dated Date for production and media rights ("**RFP**") under RFP no. [•] which was issued by the Ministry of Youth Affairs and Sports and Sports Authority of India, Government of India for increasing the publicity of a proposed event namely, 'Khelo India Games' ("**Event**").

KNOW ALL PEOPLE by these presents that WE [•*name of bank*] a body corporate constituted under the [•] having our registered office at [•*address*] and a branch *inter alia* at [•], India (hereinafter called "the **Bank**", which expression shall include its successors and permitted assigns) hereby furnish an irrevocable undertaking in favour of and are bound unto the Ministry of Youth Affairs and Sports Authority of India, a department of the Government of India, having its office at [•] (hereinafter referred to as "**SAI**"), at the request of the aforesaid Licensee, for the sum of Rs. _____/- (Rupees _____) for which payment well and truly to be made to SAI.

The conditions of this obligation are as follows:

- i. Material failure on the part of the Licensee, 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 services specified in the License Agreement and RFP, shall constitute sufficient grounds for the enforcement of the Performance Security by SAI to the extent of its loss.
- ii. We do hereby expressly, irrevocably and unconditionally undertake to pay SAI up to the above amount upon receipt of its first written demand, without any demur and without SAI having to substantiate its demand, provided that in its demand SAI will note that the amount claimed by it is due owing to the occurrence of the above conditions. Any such demand made by SAI shall be conclusive as regards the amount due and payable by us to SAI.
- iii. Any notice by way of demand or otherwise hereunder may be sent by courier, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has

been posted. However such demand sent by courier, fax or registered post should be acknowledged by the bank

- iv. This Performance Security shall not be affected by any change in the constitution of the Licensee or us nor shall it be affected by any change in constitution of SAI or by any amalgamation or absorption thereof or therewith.
- v. This Performance Security shall come into force from the date of its execution and shall not be revoked by us any time during its currency without SAI's previous consent in writing.
- vi. We further agree and undertake to pay SAI the amount demanded in writing irrespective of any dispute or controversy between SAI and the Licensee in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment hereunder.
- vii. This Performance Security shall be valid till _____.
- viii. Notwithstanding anything contained hereinabove including what is stated in clauses thereof, our liability under this guarantee is limited to <guarantee amount> and shall be valid up to <expiry date>. Unless a demand or claim under this guarantee is lodged with us in writing at <place of issuing branch> on or before <claim expiry date>, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder whether or not this guarantee shall have been returned back to us.
- ix. We have the power to issue this Performance Security in SAI's favour under the Reserve Bank of India Act 1934 and the undersigned has full power to execute this Performance Security under the Power of Attorney issued by the Bank.

Dated this [•] day of [•] 20XX

Place:

Seal and Signature:

NOTE:

Licensee should ensure that the Seal & Code no. of the signatory is put by the bankers, before submission of Performance Security.