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Request for Empanelment (RFE)

Empanelment of
Production Agencies

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Sports Authority of India (SAI)

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

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DISCLAIMER

1. The information contained in this Request for Empanelment Document (hereinafter known as “RFE Document”) or subsequently provided to Bidders/in documentary form by or on behalf of Sports Authority of India (SAI) or any of their representatives, employees or advisors (collectively referred to as “Representatives”), is provided to Bidder(s) on the terms and conditions set out in this RFE Document and any other terms and conditions subject to which such information is provided.
2. This RFE Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal (“Bid”). The purpose of this RFE Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFE Document does not purport to contain all the information each Bidder may require. This RFE Document may not be appropriate for all persons, and it is not possible for SAI Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFE Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFE Document and wherever necessary, obtain independent advice from appropriate sources.
3. The 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 RFE Document.
4. The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFE Document.

DEFINITIONS AND ABBREVIATIONS

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

ii) Definitions:

- a. "SAI" means the organisation procuring services as incorporated in the Tender Enquiry documents i.e, "Empanelment of Production Agencies".
- b. "Tender" means bids/quotations/Tender received from a Firm/ Bidder.
- c. "Bidder" means bidder/the individual/company or firm submitting bids/Quotations/Tender.
- d. "Contractor/Service provider" means the individuals/company or the firm providing services as incorporated in the contract.
- e. "Services" means the services as incorporated in the scope of work.
- f. "Earnest Money Deposit" (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender. (However, currently, EMD has been replaced with Bid Securing Declaration as per Ministry of Finance, Department of Expenditure O.M. dated 12th November, 2020)
- g. "Contract" means the written agreement entered between the SAI and Service provider, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- h. "Performance Security" means monetary or financial guarantee to be furnished by the bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- i. "Specification" means the document/standard that prescribes the requirement with which service must conform.
- j. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of service and comparing the same with the specified requirement to determine conformity.
- k. "Day" means calendar day.

iii) Abbreviation: -

- a. "TE Document" means Tender Enquiry Document
- b. "NIT" means Notice Inviting Tenders
- c. "ITB" means Instruction to Tenders.
- d. "GCC" means General Conditions of Contract
- e. "BG" means Bank Guarantee.

1. INTRODUCTION

- 1.1 It is the objective of Sports Authority of India (hereafter referred to as 'SAI') to empanel reputed Producers/Production Agencies, who can produce Khelo India University Games and/or other similar endeavours of SAI (herein after collectively called 'Event') and provide live feed for telecast on National television and assist in increasing popularity of the Event in terms of indicative scope of work as per Annexure-VII
- 1.2 The main objective of this empanelment is to ensure High-quality production of the Event. Only the empanelled Bidders will be eligible to participate in RFP stage to bid for a limited tender enquiry stating the exact requirements for the project.
- 1.3 For the sake of clarity, all Intellectual Property Rights in respect of the Event shall be owned by SAI and nothing in this RFE or in any subsequent documents shall convey transfer of ownership of such rights to the Empanelled Agency.
- 1.4 This Request for Empanelment (RFE) Document provides the relevant information as well as instructions to assist the prospective bidders ("Bidder") in preparation and submission of Bids. It also includes the mode and procedure to be adopted by SAI for receipt and opening as well as scrutiny and evaluation of Bids and subsequent conclusion of Contract.
- 1.5 Before formulating the Bid and submitting the same to SAI, the Bidder should carefully read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. LANGUAGE OF BID

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

3. TERMS OF EMPANELMENT

- 3.1 **The term of Empanelment shall be for three(3) years from the execution of contract/agreement/Letter of Empanelment, which may be renewed for another two (2) years subject to the discretion of SAI depending upon the work of the Bidder. Any renewal shall be by way of a fresh agreement between the parties.**
- 3.2 **The empanelment can be used by any division of Sports Authority of India (SAI) including Khelo India and Fit India or any other organisation as deemed fit by SAI.** The process of selection of the Bidders is elaborated in the Bid Evaluation section at clause 13 in this RFE.
- 3.3 All empanelled Bidders must honour all RFE conditions/Directions of SAI/Tender Documents and adherence to all aspects of fair-trade practices in executing the purchase orders/work

order placed by SAI. Failing this, SAI may stop their further participation in tenders as may be floated by SAI.

- 3.4 SAI shall have only principal to principal relation with the Empanelled Bidder. The Empanelled Bidder may assign any part of their scope of work to any sub-agency/third party, subject to prior written approval of SAI, however SAI shall have no relation with the sub agency/third party. The Empanelled Bidder shall be liable and responsible to SAI for performance and all purposes whatsoever. Any payments to the sub-agency shall be made by the Empanelled Bidder directly and SAI shall bear no responsibility and/or liability whatsoever on any grounds whatsoever. The Empanelled Bidder shall continue to be liable and responsible to SAI for delivery/execution of the Scope of Work and SAI shall have no obligation whatsoever towards the sub-agency. However, the Empanelled Agency will have to consider the objections raised by SAI with regards to the sub-Agency. The Empanelled Agency will also have to immediately remove/replace the sub-Agency in the event, SAI raises objections and is not satisfied with the sub-agency for any reasons whatsoever.
- 3.5 In the event, an Empanelled Bidder or the concerned division of the Bidder is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with SAI, should be passed on for compliance by the new company in the negotiation for their transfer, subject to the prior written approval of SAI.
- 3.6 SAI may, at any time, terminate the empanelment by giving written notice to the empanelled bidder without any compensation or liability, if the Empanelled Agency commits any breach of contract, has misrepresented or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied with the work of the Empanelled Agency or for any reasons whatsoever provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI.

4. BID SCHEDULE

4.1 The Bid Schedule is as follows:

Date of Publication	07.04.2021 (Wednesday)
Bid Document download start Date	07.04.2021 (Wednesday)
Last date and time of submission of queries for Pre-Bid Conference	14.04.2021 (Wednesday) by 5:00 P.M. Email: procurement.khelointia@gmail.com
Pre-Bid meeting (Video Conference)	15.04.2021 (Thursday) at 11:00 A.M. Zoom Meeting Link: https://us02web.zoom.us/j/88617811898?pwd=aWhyU0ZjRkNtR1VsSHIVWUp4aS9lZz09 Time: Apr 15, 2021 11:00 AM India Meeting ID: 886 1781 1898 Passcode: 12345
Bid Submission start date	23.04.2021 (Friday)

Bid submission end date and time	03.05.2021 (Monday) by 11:00 A.M.
Bid Validity Period	90 Days
Opening of Bid date and time	04.05.2021 (Tuesday) at 11:30 A.M.
Presentation of Responsive Bids (as per pre-qualification criteria)	Shall be notified later

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

5. ELIGIBILITY CRITERIA

5.1 Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFE shall be treated as non – responsive and will not be considered further.

5.2 The Bidders participating in the Bid should qualify against all the following pre-qualification/eligibility criteria:

S. No.	Parameter	Criteria	Documents/Evidence to be Submitted
1	Legal Entity	1. A company incorporated in India under the Companies Act, 1956 or 2013 and subsequent amendments thereto, Partnership Firms (LLP Act, 2008 or Partnership Act, 1932) or Proprietary Firms 2. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status	Certified by Authorized Signatory: 1. Copy of Certificate of Incorporation, Partnership Deed etc 2. Copy of Registration Certificates with the GST & IT (PAN) Authorities.
2	Turnover	The company/LLP/Proprietorship firm should have a minimum average turnover of INR 5 crores (Five Crores) over last three financial years ending FY 2019-20	Certificate by their Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure III.
3	Solvency	The Bidder must be solvent	Solvency certificate from Bidders Bank for a value of INR 5 Lakh or more.
4	Relevant Experience	The bidder must have: a) The necessary licences and approvals under Applicable Laws to produce the Feed on Television and Digital Platforms Prior experience in producing multi-venue or multi-sports large scale sports events in or outside India	Documents relating to business entity should be furnished.

S. No.	Parameter	Criteria	Documents/Evidence to be Submitted
5	Technical Ability	The bidders must have undertaken and delivered at least 5 Live Production assignments of INR 1 crores or more each or one project of 3 crores (in terms of payments received) in last five years ending March 2020.	Technical Ability Certificate issued by CA certifying that the Company has undertaken and delivered projects as per Eligibility Criteria (Annexure IV).
6	Fit and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned below.
7	Consortium/JV is allowed	The requirements as specified in this RFP regarding Consortium / JV must be satisfied	Agreement copy between members with complete details of members of consortium, lead member/partner, and mentioning their technical roles and responsibility. (Please refer conditions below) Additionally, bidder shall produce original copy of the agreement/documents as and when demanded

(a) Conditions for Fit and Proper Person:

For the purpose of determining whether a Bidder is a 'Fit and Proper Person', SAI may take the indicative criteria mentioned below:

- financial integrity of the Bidder;
- ability of the Bidder to undertake all obligations set out under this RFP;
- absence of convictions or civil liabilities against the Bidder;
- absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment is still existing;
- absence of any disqualification as specified below:
 - 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;
- Admission of an application for winding up or liquidation under the Insolvency and Bankruptcy Code, 2016 (IBC) or any Applicable Laws against the Bidder or any of its or their respective directors and partners;
- 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 de-recognition by any professional body being initiated against the Bidder;
- 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;
- Default by The Bidder or any of its or their respective directors, partners, executives or key managerial personnel 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;
- The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.
- Any other criteria as deemed fit by SAI.

(b) Conditions for Consortium / Joint Ventures (JV)

- i. **Joint Venture/Consortium: Maximum of two companies**/contractors may participate in the bidding as Joint Venture/consortium
- ii. Joint Ventures/Consortium must comply the following requirements:
 - a. The qualifying criteria parameters as set out in this RFP at clause 5.2 (S. No. 1, 3, 4&6) shall be satisfied individually by members.
 - b. The qualifying criteria parameters as set out in this RFP at clause 5.2 (S. No. 2) shall be satisfied collectively by members with each member satisfying atleast 25% of the requirement.
 - c. The qualifying criteria parameters as set out in this RFP at clause 5.2 (S. No. 5) shall be satisfied collectively by members.
 - d. The formation of Joint Venture/Consortium or change in the Joint Venture character/partners after submission of the bid and any change in the bidding regarding Joint Venture/Consortium will not be permitted.
 - e. Joint Venture/Consortium Agreement should legally bind all partners/members jointly and severally.
 - f. 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.
 - g. The JV Agreement/Consortium must include the relationship between joint venture partners/Consortium members in the form of JV Agreement/Consortium Agreement to legally bind all partners/members jointly and severally for the

proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture/Consortium. Such JV Agreement/Consortium must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful. The Bidder must attach copy of Agreement.

- h. 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.
- i. 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.
- j. The contract agreement should be signed jointly by each Joint Venture Partners/consortium members.
- k. 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.
- l. 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.
- m. In the case of JV/consortium Payments will be made to lead partner.

5.3 Documentary evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with the references as required in the Eligibility Criteria given above in Clause 5.2.

5.4 If the bids are not accompanied by all the requisite supporting documents as mentioned in Clause 2, the same would be rejected.

6. DOCUMENTS TO BE SUBMITTED

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

6.2 The following documents are to be submitted with the RFE. Upload online the scanned copies as per the instructions mention in Annexure VI.

S. No.	Criteria	Document to be submitted online
PRE-QUALIFICATION		
1	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure I.
2	Authorised Signatory	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board's resolution(s) in favour of

S. No.	Criteria	Document to be submitted online
		Authorized signatory of the bidder. (Sample Attached at Annexure I)
3	RFE Documents	Signed and Scanned copy of RFE, corrigendum and clarification issued by SAI to this RFE, if any, duly signed and stamped on each page by the authorized signatory of the bidder as a mark of acceptance of all conditions of this RFE.
4	Financial Status	Signed and scanned copy of Certificate from a Chartered accountant stating the following: - a. The bidder is abiding by all statutory laws / rules / regulations / guidelines as applicable from time to time including submission of Income tax return, etc. b. Turnover during the financial year 2017-18,2018-19and 2019-20 in support of eligibility criteria at clause 5above (Annexure III). Audited accounts and Report prior to FY2017-18 will not be accepted. c. Solvency certificate in support of eligibility at clause5 above from the bidder's bank. Solvency Certificate for the bidder should not be dated more than one (1) month old from the last date of submission of bid. d. Scanned copy of Income Tax Return of last 03 financial years ending March 2020.
5	Eligibility / Pre-qualification Criteria	Documents as indicated against each criterion in clause 5.
6	Evaluation Criteria	Documents as indicated against each criterion in clause 13

Note:

- Wherever applicable, the above documents shall be used for evaluation purpose as well.
- All the above documents in requisite format are to be furnished online.
- 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.

6.3A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

6.4 Amendments to Bidding Documents:

- At any point of time, prior to the deadline for submission of Bids, SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.
- Such an amendment will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in>, Khelo India website: www.kheloindia.gov.in and CPP portal of Government of India

www.eprocure.gov.in. Bidders are, therefore, advised to refer to SAI website and CPP portal before submitting bids.

6.5 Clarification of Bidding Documents:

- a. A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with SAI in writing. SAI will respond in writing to such request in pre-bid conference as per the bid schedule mentioned in clause 4 above.

NOTE: It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above. All the Bids so submitted must be **unconditional**. Bidders should make sure that all the pages should be **numbered** and **an index** should be attached as first page with the Bid. The authorized signatory of the Bidder must sign the Bid with proper name, designation, duly stamped at appropriate places and initial all the remaining pages of the Bid.

7. EARNEST MONEY DEPOSIT (EMD)

7.1 EMD shall be notified to the Empanelled Bidders at the RFP stage. Currently Bid Security/Earnest Money Deposit (EMD) has been replaced with Bid Securing Declaration as per Ministry of Finance, Department of Expenditure O.M. dated 12th November 2020.

However, as and when EMD becomes applicable, it shall be calculated as per the guidelines prescribed by Ministry of Finance, Govt. of India prevailing at the time.

8. BIDDERS' QUERIES AND RESPONSES THERE TO

8.1 All enquiries from the Bidders relating to this RFE must be submitted exclusively to the contact person at the given email address/by post or by hand. The queries should necessarily be submitted on or before scheduled date and time mentioned in the Critical Date Sheet in the following format:

To, Sr. Director (KI), Khelo India Division, Sports Authority of India, New Delhi.		
BIDDER'S REQUEST FOR CLARIFICATION		
Name of Organization submitting request	Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact & contact details of local office as well
		Tel:
		Fax:
		Email:

Sl. No.	Bidding Document Reference(s) (Clause number/page)	Content of RFE requiring clarification	Points of Clarification required.
1			
2			

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

8.3 SAI will host a Pre-Bid virtual or physical Conference, scheduled as per the details in the Bid Schedule mentioned in Clause 4of the RFE. 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 RFE 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 RFE during the pre-bid conference.

8.4 Within reasonable time period from the Pre-Bid Conference, SAI shall issue responses to all of the bidders' written queries, together with any other revised documents (if required).

8.5 Bidder may also download the Bidding Documents from the web site- www.sportauthorityofindia.nic.in. www.kheloindia.gov.in & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.

8.6 Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app> .

8.7 Bidder who has downloaded the RFE from the Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app>, www.kheloindia.gov.in and SAI website www.sportauthorityofindia.nic.in shall not tamper/modify the RFE form including downloaded price bid template in any manner. In case if the same is found to be tempered/

modified in any manner, RFE will be completely rejected and Bidder is liable to be banned from doing business with SAI.

9. BID VALIDITY

- 9.1 The Bid shall remain valid for acceptance for a period of 90 days (ninety) days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 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, are to 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. SIGNING OF BID

- 10.1 The Bidders shall submit their Bids as per the instructions contained in the RFE.
- 10.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract and upload in PDF format.
- 10.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written Power of Attorney/Board Resolution, which shall also be furnished along with the Bid.

11. SUBMISSION OF BIDS

- 11.1 Online bids have been invited and bidder should submit their bid as per instructions given for on-line submission in Annexure VI of the RFE.

12. BID OPENING

- 12.1 SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- 12.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time and place on the next working day.
- 12.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 12.4 The Technical Bid are to be opened at the prescribed time and date as indicated in RFE Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).

12.5 Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause 4 of the RFE shall not be considered.

13. BID EVALUATION

13.1 The bid evaluation shall happen in three parts i.e. Evaluation of Credentials of the bidder (clause 13.2), Evaluation of the detailed write-up (clause 13.3) and Evaluation of the presentation made by the bidder (clause 13.4). The first part corresponds to the evaluation of the documents submitted by the bidder and for the latter parts, a detailed write-up is to be submitted along with Technical Bid and subsequently a presentation is to be made by the bidder in front of the panellists based on which they will be awarded marks. The marking scheme is detailed in clauses 13.2, 13.3 and 13.4.

13.2 Evaluation of Credentials (60 Marks):

S. No.	Criteria	Maximum Marks	Documents to be submitted
1	<p><u>Financial Strength</u> Total Turnover in last three years as per Annexure III</p> <ul style="list-style-type: none"> (a) More than or equal to INR 5 Crores but less than 7.5 Crores –5 Marks (b) More than or equal to INR 7.5 Crores but less than 10 Crores – 10 Marks (c) More than or equal to INR 10 Crores – 15 Marks 	15 Marks	CA Certificate according to Annexure III
2	<p><u>Technical Strength</u> Overall no. of Production Projects completed in last five years ending March 2020</p> <ul style="list-style-type: none"> • Project value 1 crore upto 2.5 crores – 3Mark each • Project Value more than 2.5 crores – 5Marks each <p>The above criteria is subject to a maximum of 15 marks</p>	15 Marks	Annexure II Corresponding Work Orders along with Completion Certificate issued from Client or proof of respective payments to be submitted
3	<p>Experience of Live Sports Events Production projects - 2.5 Marks shall be awarded for each such project.</p> <p>The above criterion is subject to a maximum of 10 marks.</p>	10 Marks	Annexure II Corresponding Work Orders along with Completion Certificate issued from Client or proof of respective payments to be submitted
4	<p><u>Evaluation of Workforce</u> Experience in Live Production Projects of the following key personnel.</p> <ul style="list-style-type: none"> a. Production Head – 10 Marks 	20 Marks	CV of respective Key personnel to be submitted

S. No.	Criteria	Maximum Marks	Documents to be submitted
	b. Creative Director – 10 Marks Two Marks shall be awarded for experience of each project of value more than or equal to 25 Lakhs subject to a maximum of 10 marks for each CV.		in prescribed Performa according to Annexure V
TOTAL CREDENTIAL SCORE (Tc)		60 Marks	

13.3 Evaluation of detailed Write-up on the following (20 Marks):

1S. No.	Criteria	Maximum Marks	Documents to be submitted
1	Understanding of Scope of Work, Work Plan including Approach and Methodology.	10 Marks	A detailed write-up on Bidder's Letter head
2	Overall Strategy for method of increasing popularity of Khelo India University Games among stake holders	10 Marks	
TOTAL WRITE-UP SCORE (Tw)		20 Marks	

13.4 Evaluation of Presentation (20 Marks):

S. No.	Criteria	Maximum Marks	Documents to be submitted
1	Innovation and Creative ideas for production of Khelo India University Games. The bidders are required to showcase an AV related to live production of the Event.	10 Marks	
2	Showcase of capability of agency in terms of diversity in content produced, usage of latest technology etc.	10 Marks	
TOTAL PRESENTATION SCORE (Tp)		20 Marks	

13.5 TOTAL SCORE = TOTAL CREDENTIAL SCORE (Tc) + TOTAL WRITE-UP SCORE (Tw) + TOTAL PRESENTATION SCORE (Tp)

13.6 Supporting documents for bid evaluation shall also be verified during presentation.

13.7 The bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.

13.8 **Bidders scoring 70 marks or above shall be considered for empanelment with SAI.**

13.9 However, depending on the number of qualified bidders and suitable requirements, SAI may decide to modify the above criteria.

14 COMPARISON OF BIDS AND AWARD CRITERIA

14.1 For comparison & ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out based on credentials submitted by the bidder as per Clause 5.

14.2 Bids shall be evaluated based on technical score obtained as per clause 13.

15 RESERVED RIGHTS

15.1 SAI reserves the right to:

a) Accept/reject the Bid/RFE in full or part without assigning any reason thereof.

- b) Revise the requirement at a later stage as and when required.
- c) Amend, modify, relax or waive any of the conditions stipulated in the RFE wherever deemed necessary.
- d) The empanelled agency can be used by any division/regional centre/ any unit of Sports Authority of India (SAI) including Khelo India and Fit India or any other institution/organization/state govt or other entities as deemed fit by SAI. The Financial aspect etc. will however, be covered by the concerned state govt. or respective users.
- e) The implication, if arises, thereof in execution of work for any institution/user other than SAI will not in any way devolve on SAI.

15.2 No Liability clause:

- a) In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by the Bidder in response to this RFE or at any later stage, or in the event of any contravention by the Bidder of any condition or criterion stipulated, SAI shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by SAI to the Bidder as compensation/damages or penalty;
- b) SAI will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFE, if SAI decides to cancel the RFE process or for any reason whatsoever.
- c) The Bidder shall be responsible for all costs incurred in connection with participation in the RFE 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.
- d) The submission of a response to this RFE by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFE including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:
 - understood and examined the extent of the Rights, scope of Work and other information made available in writing by SAI, for the purpose of this RFE;
 - examined all information relevant to the risks, contingencies and other circumstances that could affect the RFE; and
 - satisfied itself as to the correctness and sufficiency of the RFE.
 - Bidders to this RFE 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 RFE. Any clarifications and all information will be via e-mail only. No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFE.

16 PERFORMANCE BANK GUARANTEE

- 16.1 Once empanelled, the selected Bidder to whom the Purchase Order (PO) / Work Order (WO) is issued shall be required to give Performance Bank Guarantee ("**PBG**") for the amount as per the guidelines of the Ministry of Finance, Govt. of India prevailing at the time. PBG will be in the form of Bank Guarantee (BG) of any Nationalized / Scheduled /

Centralized Bank drawn in the name of **“SECRETARY (SAI),KHELO INDIA”** payable at New Delhi to be deposited in the office of Khelo India, 1st Floor, SAI Headquarters, JLN Stadium Complex, Entry Gate No 10, Lodhi Road, New Delhi.

- 16.2 SAI shall have the right to invoke the PBG if the selected Bidder defaults or deemed to have defaulted or is in breach of any terms and conditions of contract or in the case of non-acceptance of the purchase orders/work order and empanelment will be cancelled. The Bidders agrees that PBG will be immediately replenished in the event of invocation of PBG by SAI.
- a. Empanelled Bidders shall be required to give PBG within 15 days of issuance of PO by SAI. In the event of default in submission of PBG within the stipulated time, the Bidder shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the PO value per day delay. In addition to this, SAI shall have the right to cancel empanelment with the right to other legal remedies that may be available under law. Failure to provide PBG shall lead to forfeiture of Bid Security (if applicable) besides other legal remedies available to SAI.
 - b. The PBG should remain valid for an additional period of 90 (ninety) days beyond the timelines mentioned in the PO. For example, if the timelines mentioned to complete a deliverable in the PO is for 3 months, the PBG shall be valid till 3 months + 90 days from the date of project initiation.
 - c. In the event wherein a PO is released by SAI for project renewal or a fresh PO is released, the bidder shall ensure extension / submission of PBG with 15 days of issuance of the PO. Penalty as per clause 17.2 (a) shall be applicable in the event of default in timely submission of PBG.

17 AWARD OF WORK

- 17.1 As mentioned earlier, RFP including the detailed scope of work will be given to all empanelled bidders for submission of technical & financial proposal for the same.

18 PENALTY CALCULATION PROCESS

Time shall be essence of the contract.

Any unjustified and unacceptable delay beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the Bidder liable for penalty at the rate as mentioned in the following clauses.

- 18.1 The empanelled Bidder shall render the services strictly adhering to the timeline mentioned in the Work order. Any delay by the Agency, in the performance of its obligations, error percentage greater than 5%, shall attract Penalty at the rate of 0.5% of the total value of the Purchase / Work Order per day of delay subject to a maximum of 15% of the work order value. Beyond 30 days (or 15% penalty), SAI will have the option of getting the work done through alternate sources at the cost and risk of the defaulting Agency besides having the option of terminating the services of the empanelled agency.
- 18.2 The empanelled Bidder shall not be entitled to refuse to accept SAI work order under any pretext. The work order can be collected from SAI office or if convenient to the Agency, it

can be mailed to them. The Agency shall start the work within 7 days of the date of the work order or as may be specified in the work order.

- 18.3 If at any time during performance of the work order, the Agency's encounter conditions impeding timely performance of the ordered services, the Agency shall promptly notify SAI in writing of the fact of the delay, its likely duration and its cause(s). SAI may in its discretion extend the timelines or terminate the Agreement for breaching the deadlines. In the event of extension of the timelines, the Bidder shall not be entitled to claim additional compensation on any grounds whatsoever.

19 PAYMENT PROCESS

- 19.1 Payment will be made in Indian Rupees only.
- 19.2 Payment will be made according to the payment schedule mentioned in the Work Order.
- 19.3 SAI shall pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through Public Financial Management System (PFMS).
- 19.4 Payments shall be subject to deductions of any amount for which the Bidder is liable as per the penalty clause of this RFE document. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and any other taxes.
- 19.5 Pre-receipted bills shall be submitted in triplicate in the name of "Secretary (SAI), Khelo India". The 100% payment would be processed against Proof of satisfactory completion from the Functional Area Heads for each of the different FAs and submission of Post Games Report by the empanelled bidder.

20 CORRUPT OR FRAUDULENT PRACTICES

- 20.1 It is required by all concerned namely the Bidders/Successful Bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, SAI: -
- a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - b) will declare the Bidder ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
- 20.2 "SAI reserves the right not to conclude the Contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated."

21 CONFIDENTIALITY

- 21.1 The Bidder agrees and acknowledges that this RFE is confidential and the Bidder, by downloading the RFE document, agrees and undertakes that nothing contained in this RFE 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 or any other employees, representatives of the Bidder maintain confidentiality of the RFE and any information disclosed to them in relation thereto.
- 21.2 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.
- 21.3 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.

22 GENERAL TERMS AND CONDITIONS

- 22.1 Any default or breach in discharging obligations under this RFE by the selected Bidder while rendering services / supplies to SAI, shall invite all or any actions / sanctions, as the case maybe. The decision of SAI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any Agency/empanelled bidder to put pressure of any kind, may disqualify the Agency/empanelled bidder for the present RFE and the Agency/empanelled bidder may also be liable to be debarred from bidding for SAI/SAI RFEs in future for a period of at least three years.
- 22.2 SAI reserves the right to modify and amend any of the stipulated condition/criterion given in this RFE, depending upon project priorities vis-à-vis urgent commitments. SAI also reserves the right to accept/reject a bid, to cancel/abort RFE process and/or reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected agencies on the grounds of such action taken by SAI.
- 22.3 SAI may not award any work to the Empanelled Agencies at its own discretion without assigning any reason thereof.
- 22.4 Any default by the bidders in respect of RFE terms & conditions will lead to rejection of the bid.
- 22.5 The decision of SAI arrived during the various stages of the evaluation of the bids is final & binding on all Bidders. Any representation towards these shall not be entertained by SAI.

Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.

- 22.6 In case the empanelled bidder is found in-breach of any condition(s) of RFE or supply order, at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 22.7 Any attempt by empanelled bidder to bring pressure towards SAI's decision making process, such Bidder shall be disqualified for participation in the present RFE and may be liable to be debarred from bidding for SAI tenders in future for a period of three years.
- 22.8 Printed/written conditions mentioned in the RFE bids submitted by Bidders will disqualify them and will not be binding on SAI.
- 22.9 Upon verification, evaluation/assessment, if in case any information furnished by the Bidder is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- 22.10 SAI will not be responsible for any misinterpretation or wrong assumption by the Bidder, while responding to this RFE.
- 22.11 Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFE document, shall be short-listed for further evaluation.
- 22.12 SAI reserves the right to award similar contract/assignment to any other agency for any specific work other than the empanelled agencies without assigning any reason thereof.
- 22.13 This empanelment shall not confer any right to the empanelled bidder to claim the award of work during their term of empanelment.
- 22.14 SAI reserves the right to issue separate tenders for part Scope of Work as detailed in Annexure –VII Owing to the special requirement, SAI may issue separate tender/RFP rather than restricting to only Empanelled Bidders. The special requirement shall include, along with other reasons, unreasonable/inflated rates quoted by the Empanelled Bidders.
- 22.15 In case separate tenders/RFPs are floated by SAI, the Empanelled Bidders can also participate in the bidding process.
- 22.16 It is urged through this RFE that misrepresentation of facts shall be dealt with seriously, and may lead to barring of the bidder from all Sports Authority of India tenders/RFPs for a period of 2 (two) years.
- 22.17 Bidders are requested to share information which is true and based some tangible proofs.
- 22.18 SAI reserve the right to add/remove Bidders in the list of Empanelled Production Agencies SAI reserves right to add second tier for the work below specified monetary limit. The already Empanelled Bidders will qualify to apply for those work as well.

23 REPRESENTATIONS AND WARRANTIES

- 23.1 SAI, along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFE or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFE and any assessment, assumption, statement or information contained therein or deemed to form part of this RFE or arising in any way in this Selection Process.

- 23.2 SAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFE.
- 23.3 The Bidder represents that all the information provided are truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then SAI shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work / blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of SAI/SAI/MYAS's action.
- 23.4 The Bidder represents that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

24 INDEMNIFICATIONS AND LIABILITIES

- 24.1 The bidder shall fully indemnify, hold harmless and defend MYAS/ SAI/SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims (including third party claims for infringement of intellectual property rights) , demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement, which arise out of or relate to:
- a) any breach of any representation or warranty of the bidder contained in the RFE,
 - b) any breach or violation of any covenant or other obligation or duty of the bidder under this RFE.
- 24.2 SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFE.
- 24.3 SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFE process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI action.
- 24.4 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAI or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and SAI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.
- 24.5 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.
- 24.6 The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.
- 24.7 The Successful Bidder shall at all times indemnify and keep indemnified SAI against any claims in respect of any damages or compensation payable in consequences of any accident

or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.

24.8 The Successful Bidder shall at all times indemnify and keep indemnified SAI against and any claims by Employees/sub-agency in respect of wages, salaries, remuneration, compensation or the like.

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

25 TERMINATION

25.1 Termination for Insolvency

SAI may at any time terminate the Contract by giving a written notice of One (01) month to the Successful bidder, if the Successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to SAI.

25.2 Termination for default

- a) SAI, New Delhi, without prejudice to any other contractual rights and remedies available to it, may by written notice to the Successful Bidder, terminate the contract in whole or in part, if the Successful Bidder fails to deliver any or all services as per satisfaction of SAI or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by SAI, New Delhi.
- b) Unless otherwise instructed by SAI, New Delhi, the Successful Bidder shall continue to perform the contract to the extent not terminated.

25.3 Termination for convenience

- a) SAI, New Delhi reserves the right to terminate the contract, in whole or in part for its (SAI's) convenience, by serving written notice to the Successful Bidder at any time during the pendency of the contract. The notice shall specify that the termination is for the convenience of SAI, New Delhi. The notice shall also indicate inter alia, the extent to which the Successful Bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- b) The goods and services which are complete and ready in accordance with terms of the contract for delivery and performance shall be accepted by SAI, New Delhi within 30 (thirty) days of the receipt of the notice of termination by the Successful Bidder in accordance with the contract terms, conditions and prices. For the remaining goods and services, SAI, New Delhi may decide:
 - To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - To cancel the remaining portion of the goods and services and compensate the Successful Bidder by paying an agreed amount for the cost incurred by the Successful Bidder towards the remaining portion of the goods and services.

26 FORCE MAJEURE

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

27 DISPUTE SETTLEMENT MECHANISM

- 27.1 All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. SAI and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 27.2 If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI, New Delhi or the Successful Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended, the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between SAI, New Delhi/ SAI and a Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator, appointed to be the arbitrator by the Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the prevailing policies of SAI.
- 27.3 Venue of Arbitration: The sole Arbitrator shall have its seat and venue in Delhi.
- 27.4 The arbitration will be in English Language and at Delhi.
- 27.5 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

- 27.6 The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of SAI's arbitration proceedings.
- 27.7 All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of High Court at Delhi/ New Delhi.

28 APPLICABLE LAW

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

ANNEXURE 'I' | BID SUBMISSION FORM

To,

**Senior Director,
Khelo India Division,
JLN Stadium Complex, Staircase No 5,
Lodhi Road, New Delhi - 110003**

Sub: Empanelment of Production Agencies

Dear Sir,

1. With reference to the RFE dated _____ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for empanelment as Production Agency for providing services for **Sports Authority of India**. The proposal is unconditional.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of empanelment as the Agency for the aforesaid Project.
4. I shall make available to SAI, New Delhi any additional information/document it may deem necessary or require for supplementing or authenticating the Proposal.
5. I acknowledge the right of the SAI, New Delhi to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I agree to keep our Bid valid for acceptance for 90 (Ninety) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
7. I certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFE document.
9. I understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
10. If our Firm is selected, we commit to provide desired Services for SAI, New Delhi.
11. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
12. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not

correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

- a. I have examined and have no reservations to the RFE Documents, including any Addendum issued by SAI, New Delhi;
- b. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
- c. I hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. None of our full-time Directors is directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

Power of Attorney (Sample)

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

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20**

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

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

Notes:

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

ANNEXURE 'II' | ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER

The following information should be provided in the format below for each Eligible Project for which your firm was legally contracted by the Client stated as a single entity.

(i)	Assignment Name	
(ii)	Type of Event (International/ National)	
(iii)	Name, Contact No. & email of the Client Representative:	
(iv)	Year in which Event took place	
(v)	Location of Event	
(vi)	Contract Value	
(vii)	Narrative Description of the Scope of work of the assignment	
(viii)	Status of the assignment	

IMPORTANT:

1. Use separate sheet for each Eligible Project. Please mark each sheet as Annexure II(a), Annexure II(b), Annexure II(c)..... for each different project.
2. Please provide proof of eligible projects undertaken with a copy of Successful Completion Certificate attached from the client. In case Successful Completion Certificate is not available, copy of work order/copy of agreement along with bank statement in respect of the same countersigned by CA must be submitted. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.

ANNEXURE 'III' | AVERAGE ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)
1.	2017-18	
2.	2018-19	
3.	2019-20	

Certificate from the Statutory Auditor

This is to certify that the average turnover of [the bidder] in the last three years is Rs. _____ . (In words)

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Applicant.
- Audited accounts and Report prior to 2017-18 will not be accepted.

ANNEXURE 'IV' | TECHNICAL ABILITY

YEAR	EVENT	LOCATION	PROJECT COST (INR)
1.			
2.			
3.			
4.			
5.			

Certificate from the Statutory Auditor

This is to certify that(name of the Bidder) has **undertaken and delivered** the above mentioned five Production Projects and received the payments shown above against the respective Projects on account of professional fees for Production Services.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Note: Please ensure that highest grossing event in the last five years is included in above list.

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

ANNEXURE 'V' | FORMAT FOR CV

Name of Firm:	
Name of Professional:	
Position:	
Date of Birth:	
Country of Citizenship/Residence:	

Education:

Name of Institution	Degree Obtained	Year of Obtainment

Countries of work experience:

Employment Record

Name of Organisation	Position Held	Duration

Total Work Experience (Relevant): (in years)

Brief Write-up of overall experience:

Work Experience:

Detailed Tasks Assigned	Reference to Prior Work/Assignments that Best Illustrates Work Experience
	<p>Name of Assignment:</p> <p>Year:</p> <p>Client:</p> <p>Project Cost:</p> <p>Project Details:</p> <p>Main project features:</p> <p>Position Held:</p> <p>Activities performed:</p>

	Name of Assignment: Year: Client: Project Cost: Project Details: Main project features: Position Held: Activities performed:
	Name of Assignment: Year: Client: Project Cost: Project Details: Main project features: Position Held: Activities performed:
	.
	.
	.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

Name of Expert

Signature

Date

ANNEXURE 'VI' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app> .

2. REGISTRATION

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

3. SEARCHING FOR TENDER DOCUMENTS

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

4. PREPARATION OF BIDS

- (i). Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii). Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii). Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

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

6. ASSISTANCE TO BIDDERS

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

helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

ANNEXURE 'VII' | TERMS OF REFERENCE

I. Introduction and background

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

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

Khelo India University Games were introduced in Bhubaneswar, Odisha from 22nd February 2020 to March 1st 2020. The inaugural Edition of the Event was conducted for the participants of the U-25 age group of university students across 29 (twenty-nine) states and 7 (seven) Union Territories of India. The Events witness high priority sporting disciplines and the same will be conducted in different cities over a period of five years.

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

II. Objective

Within the above ambit, it is the objective of Sports Authority of India (hereafter referred to as 'SAI') to empanel reputed Production Agencies, who can produce Khelo India University Games (and other similar events) and provide live feed for telecast on National television and assist in increasing popularity of the Event(s). For the sake of clarity, all Intellectual Property Rights in respect of the Games shall be owned by SAI and nothing in this RFE or in any subsequent documents shall convey transfer of ownership of such rights to the Empanelled Agency. The main objective of this empanelment is to ensure High-quality production of the Event(s).

III. Indicative Scope of Work

To produce live and continuous moving image video signal of the Event (including the Ceremonies and the Games) of at least that standard and specification which is consistent with the then prevailing market standard, which may incorporate slow motion replays, titles and any graphics selected by SAI("Feed"). The selected bidder must be able to provide end to end production of the event i.e. Ground to Telecast Feed to TV/OTT/Clips and (Audio for Radio).

The main indicative tasks of the selected Bidder would be as follows. Please note that the below list is indicative in nature and actual requirements shall be spelled out in detail at the RFP stage:

- i. High Definition/Standard Definition (HD/SD) coverage of the event.
- ii. Multiple Camera Setup on Multiple Locations
- iii. Able to deliver the latest broadcast technology/innovations across the world.
- iv. Use of Drones for production of event.
- v. Use of Super Slow Motion for production of event.
- vi. Creation of Infographics during the live feed
- vii. Ability to provide Multiple Feed for TV/OTT/ Clips
- viii. Ability to provide Commentary in English, Hindi, and Regional Language
- ix. Complete backup of the coverage of event to be submitted to SAI in Hard Disk Drives as well as cloud storage.
- x. Ability to provide Promo-TVCS/Tune Ins