

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

REQUEST FOR PROPOSAL (LIMITED)

HIRING OF SPONSORSHIP AGENCY

FOR

KHELO INDIA UNIVERSITY GAMES 2021

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

KHELO INDIA UNIVERSITY GAMES 2022

1. INTRODUCTION

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

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

Khelo India & Corporate Sponsorship

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

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

Benefits of Sponsorship

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

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

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

2. BID SCHEDULE

The Bid Schedule is as follows:

Date of Release	28.02.2022
Last date for queries /clarifications	07.03.2022 (05:00 PM)
Pre-Bid Conference (Video Conference)	08.03.2022 (11:30 AM) https://us02web.zoom.us/j/81196235048?pwd=-YmxtWDNEN2ZQaUt4RGRVScT5YTlydz09 Meeting ID: 811 9623 5048 Passcode: 1234
Bid Submission start date	21.03.2022
Bid submission end date and time	26.03.2022 (06:00 PM)
Opening of Bids	28.03.2022 (11:00 AM)

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

3. ELIGIBILITY CRITERIA

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

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

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

4. BID SECURITY /EARNEST MONEY DEPOSIT (EMD)

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

- 4.3 Bid security must be submitted to SAI before bid submission end date and time as mentioned in the Bid Schedule above.
- 4.4 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of Bid Security, Bidder should furnish the relevant Notification along with required documents. If relevant documents is not furnished along with the bid, bid shall be treated as un-responsive and shall be summarily ignored without any further reference.
- 4.5 The Bid Security shall be furnished in one of the following forms:
- Account Payee Demand Draft
 - Banker's cheque
 - Fixed Deposit (FDR)
 - Bank Guarantee from any of the Commercial Banks
 - Insurance Surety Bonds(OM No. F.1/1/2022- 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 has to submit a copy of UTR No. in case the transaction is done by this method);
A/C NAME :SECRETARY (SAI), KHELO INDIA
A/C NO. : 108510100037232
BANK NAME :UNION BANK OF INDIA
BANK BRANCH : J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI
BRANCH CODE : 1085
IFSC CODE : UBIN0810851
- 4.6 Demand Draft/Bankers Cheque/FDR/BG from scheduled commercial bank drawn in favour of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi are deposited in the office of KHELO INDIA, Room No. 5, 1st Floor, Ramp No 5, JLN Stadium, Lodhi Road on or before scheduled date given in this RFP.
- 4.7 The Bid Security shall be valid for a period of 45 days (forty-five days) days beyond the validity period of the Bid. As validity period of Bid as per clause 5 of this RFP is 75 days, the Bid Security shall be valid for 120 days from the date of opening of Technical Bid.
- 4.8 Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of Performance Security from that Bidder.
- 4.9 The EMD can be forfeited if an agency:
- Withdraws or amends or impairs or derogates its bid during the period of bid validity.
 - 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.
 - Successfully gets qualified, but fails to sign the contract within the stipulated time.
 - Without prejudice to other rights of SAI, if it fails to furnish the required Performance Security within the specified period.

5. BID VALIDITY

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

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

6. SIGNING OF BID

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

7. CLARIFICATION OF BID

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

8. INSTRUCTIONS TO APPLICANTS

8.1 Number of Proposals and respondents

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

8.2 Proposal preparation cost

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

8.3 Right to accept and reject any or all the Proposals

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

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

8.4 Amendment of the RFP

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

8.5 Data identification and collection

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

Preparation and submission of Proposals

8.6 Language and currency

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

8.7 Format and signing of Proposals

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

- Applicants should provide all the information as per the RFP and in the specified formats. SAI reserves the right to reject any Proposal that is not in the specified formats.
- In case the Applicants intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

8.8 Submission of e-bid/Proposal

- The bid submission module of e-procurement website <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 server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Applicants cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.
- The Applicants have to follow the following instructions for submission:
 - For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website <http://eprocure.gov.in/eprocure/app>.
 - In addition to the normal registration, the Applicant has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
 - For successful registration of DSC on e-procurement website <http://eprocure.gov.in/eprocure/app> the Applicant must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://eprocure.gov.in/eprocure/app> is presently accepting DSC issued by these authorities only. The Applicant can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. SAI shall not be held responsible if the Applicant fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
 - The Applicant can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Applicant intends to e-bid/Proposal, from "My tenders" folder, the Applicant can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Applicant should download the RFP document including financial format

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

- After clicking the 'pay offline' option, the Applicant will be redirected to terms and conditions page. The Applicant should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- Before uploading, the Applicant has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Applicant should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Applicant's computer.
- The Applicant should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Applicant and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Applicant can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- SAI reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

8.9 **Deadline** for submission

- E-bid/Proposal (technical and financial) must be submitted by the Applicant at e-procurement website <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.

8.10 **Late** submission

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

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

8.11 **Withdrawal** and resubmission of Proposal

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

8.12 Selection of **the** Agency

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

8.13 Opening of Proposals

- SAI will open all technical e-bids/Proposals, in the presence of Applicant's representatives who choose to attend on the prescribed date of opening at the SAI office. The Applicant's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the SAI, the e-bids shall

be opened at the appointed time and place on the next working day. Working day means the day when the office opens after the holiday for routine work.

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

9. RIGHT TO VARY SCOPE OF WORK

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

10. AWARD OF CONTRACT

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

10.2 SAI shall award Contract to the highest quoting bidder as defined in Clause I of the Annexure II

11. PERFORMANCE SECURITY

11.1 **For Sponsors:** Not Applicable

11.2 **For Agency:** 3% of the calculated sponsorship value to be paid within 15 days of finalisation of Sponsor in each category. However, in case the amount is substantially higher then SAI may allow for the deposition of the Performance security in staggered manner with valid justification, but this shall not exceed 7 days of the signing of agreement or 21 days before the event whichever is later.

11.3 **The Agency** shall be required to give Performance Security for the amount equivalent to 3% of the sponsorship value. Performance Security will be in the form of Insurance Surety Bonds, Bank Guarantee (BG) of any Commercial Bank drawn in the name of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi to be deposited in the office of Khelo India Secretariat, Ramp 5, North Block, JLN Stadium, Lodhi Road, New Delhi - 110003.

11.4 SAI will have the right to invoke the Performance Security without assigning any reasons if the selected Agency defaults or deemed to have defaulted or in case the proposed sponsor withdraws and/or default in any terms of the tender documents and empanelment may be cancelled.

11.5 Successful Agency shall be required to give Performance Security within 15 days of issuance of Notification of Award by SAI. In the event of default in submission of Performance Security within the stipulated time, the Agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the "committed sponsorship value" per day of delay subject to a maximum delay of 7 (seven) days unless payment in staggered manner is allowed, If delay continues beyond 7 (seven) days, SAI shall have the right to cancel empanelment with the right to other legal remedies that may be available under law.

11.6 The Performance Security shall be immediately replenished by the Bidder in the event Performance Security is invoked by SAI.

11.7 The Performance Security should remain valid for an additional period of 30(thirty) days beyond the timelines mentioned in the "Letter of Award". For example, if the timelines mentioned to submit the sponsorship amount is 10 days, the Performance Security shall be valid till 10 days + 30 days.

12. INTELLECTUAL PROPERTY

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

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

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

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

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

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

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

13. PENALTY CLAUSE

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

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

Annexure I | COMMERCIAL BID FORMAT

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

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

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

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

Note:

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

Signature of the Agency:

Address:

Date:

Annexure II | TERMS OF REFERENCE

A. SPONSORSHIP CATEGORIES

The proposed sponsorship categories are as follows:

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

B. SCOPE OF SERVICES

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

C. EXCLUSIVE RIGHTS OF OFFICIAL MEDIA PARTNER OF KIUG

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

D. RIGHTS OFFERED TO DIFFERENT SPONSORS

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

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

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

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

E. RESTRICTED PRODUCT CATEGORIES

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

1. Tobacco Products
2. Weapons and Explosives
3. Derogatory Personal, Political, and Religious Content
4. Spy Cams and Surveillance Equipment

5. Counterfeit Goods
6. Fake Documents
7. Adult Products and Services
8. Penny Auctions
9. Alcohol
10. Body Parts
11. Cannabis
12. Dating
13. Drug Tests and Exam-Taking Services
14. Fake Followers Services
15. Gambling
16. Hacking and Surveillance
17. Illegal Automobile Modification Products
18. Lottery
19. Multi-Level Marketing
20. Over-the-Counter Drugs
21. Payday and Short-Term Loans
22. Personal Loans
23. Online Pharmacies
24. Politics
25. Recreational Drugs
26. Prescription Drugs
27. Rehab
28. Reproductive Health
29. Spyware and Malware
30. Subscription Services
31. Unauthorized Set-Top Boxes
32. Unsafe Supplements
33. Binary Options
34. Any other category that MYAS/SAI on its sole discretion feels inappropriate to be included as Sponsor

F. MINIMUM SPONSORSHIP FEE FOR DIFFERENT CATEGORIES OF SPONSORS

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

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

G. TERM OF SPONSORSHIP

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

H. SELECTION PROCEDURE

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

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

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

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

I. PAYMENT OF COMMISSION TO AGENCY

The agency will be paid commission on reaching desired targets as per the following:

A) For Sponsors

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

B) For Co-sponsors

Target Amount (In INR)	Commission offered
50 Lakhs to 1 Crore	5% of realized amount=A
More than 1 Crore but less than 3 Crores	A + 10% of realized amount in this slab=B
More than 3.00 Crores	B + 15% of realized amount beyond INR 3.00 Crores

C) For Associate sponsors

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

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

J. PAYMENT OF SPONSORSHIP FEE AND TIMELINE

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

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

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

Annexure III LOGO Placement



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

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

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

Annexure IV Power of Attorney

Power of Attorney

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

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

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

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.