बिड संख्या/Bid Number: GEM/2026/B/8229884
दिनांक /Dated: 02-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-11-2026 20:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-11-2026 20:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Youth Affairs And Sports
विभाग का नाम/Department Name	Department Of Sports
संगठन का नाम/Organisation Name	Sports Authority Of India (sai)
कार्यालय का नाम/Office Name	New Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :rajesh.paulastye@gov.in Buyer Email id: procure.kheloindia@gov.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - As specified in ATC Document
समान श्रेणी/Similar Category	• Web Casting Service (Version 2) • Streaming Service
अनुबंध अवधि /Contract Period	5 Year(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	9250 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	924382500
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	18500000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	62

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Secretary, Sports Authority of India
Jawahar Lal Nehru Stadium, Gate No. 10, New Delhi - 110003
(Secretary)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
8. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
9. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
10. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

BoQ - 1793615957.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1793615966.pdf

Payment Terms:1793615971.pdf

GEM Availability Report (GAR):1793616118.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1793618726.pdf

This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
As per Evaluation Criteria	100	70	View file	Yes

Total Minimum Passing Technical Marks: 70

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
05-11-2026 15:00:00	Online Meeting Link Video call link: https://meet.google.com/zob-tfzd-wuo

Custom Bid For Services - As Specified In ATC Document (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	As specified in ATC Document
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	S Hima Bindu	110003,GATE NO 1, Ramp No 5 JAWAHAR LAL NEHRU STADIUM LODHI ROAD NEW DELHI - 110003	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   - The bid shall be evaluated as per the ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA specified in Buyer Added ATC Document.
   - Whenever there is any conflict between the provision in the 'Additional Terms and Conditions – Buyer Specific Clauses' and that in the 'GTC/STC of GeM', the provision contained in the "Additional Terms and Conditions – Buyer Specific Clauses shall prevails".
   - The estimated cost has been projected for a period of five (05) years. However, SAI shall initially award the contract for a period of three (03) years.

   .

2. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy

of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में

भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Buyer Added ATC Document

"REQUEST FOR PROPOSAL"

(RFP)

For

Engagement of Agency to provide end-to-end production & ready to broadcast feed For the various Khelo India Games

Date of Publication: xx.xx.2026

Whenever there is any conflict between the provision in the 'Additional Terms and Conditions – Buyer Specific Clauses' and that in the 'GTC/STC of GeM', the provision contained in the "Additional Terms and Conditions – Buyer Specific Clauses shall prevails"

Sports Authority of India (SAI)
Gate No 10, JN Stadium New Delhi 110003

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DISCLAIMER

1. This RFP contains information about the scope of work and the qualification process for the selection of the Bidder. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their bid pursuant to the Bid notice.

2. 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, adequacy, correctness, reliability or completeness of the RFP.

3. The Authority, its employees and advisers make no representation or warranty as to the accuracy, reliability or completeness of the information in this bid 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

4. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the bidder and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever

5. The Authority reserves the right to, but without being under any obligation to do so, amend or supplement the statements, information, assessment or assumptions contained in this bid at any time during the bidding process by way of revision, deletion, update or supplement and annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

6. No objections raised by any Bidder(s) or any third party to such changes/ modifications/ additions/ alterations as provided above, whether explicit or implicit, shall be entertained. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by the Authority.

7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.

8. The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to SAI or any of its respective officers, employees, advisors or agents.

9. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications. The Bidders shall bear all its costs associated with or relating to the preparation and submission of Proposal pursuant to this RFP.

10. SAI also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

1. NOTICE INVITING TENDER

Sports Authority of India, (hereafter referred as "SAI") an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from qualified firms to associate with SAI as agency to provide end-to-end production & ready to broadcast feed for the various Khelo India Games. The detailed scope of work and deliverables are mentioned in ANNEXURE 'I', Terms of Reference (TOR), of this RFP.

2. BID SCHEDULE & DATA SHEET

Date of Publication	xx.xx.2026
Bid document download start Date	xx.xx.2026
Last date and time of submission of queries for Pre-Bid Conference	xx.xx.2026 at 06:00 PM to procure.kheloindia@gov.in
Virtual Pre-Bid conference	As per GeM
Bid submission end date and time	As per GeM
Bid Validity Period	90 Days
Earnest Money Deposit (EMD)/ Bid Security	Rs. 1,85,00,000
Mode of Submission	Online (GeM Portal)
Opening of Technical Bid date and time	As per GeM
Method of selection	Least Cost Selection (LCS)
JV/Consortium/Subcontracting	Not Allowed
E-mail for all correspondence	Procure.kheloindia@gov.in

INSTRUCTIONS TO BIDDERS

3. GENERAL INSTRUCTIONS TO BIDDERS

3.1. The Bidders can download this RFP from the Khelo India Website: https://kheloindia.gov.in, SAI website: https://sportsauthorityofindia.nic.in, and GeM Portal website: http://gem.gov.in. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this RFP.

3.2. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

3.2.1. "Purchaser" means the organisation purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).

3.2.2. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer-to-offer services in accordance with the terms and conditions set out in this RFP.

3.2.3. "Bid Security" or "Earnest Money Deposit (EMD)" means the amount deposited by bidders along with their proposal as a security for compliance with the bid process requirements.

3.2.4. "Agency", "Firm", "Company", "Bidder", "Consultant", "Service Provider" means any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.

3.2.5. "Services" means services including production services, associated activities, technical obligations, feed delivery, handover requirements and other deliverables to be performed by the Agency in accordance with this RFP, Annexures, the Contract and the applicable Work Orders.

3.2.6. "Applicable Event Price" means the Event-wise price quoted by the Production Agency and accepted by SAI for the relevant Event, as adjusted in accordance with the Contract, where applicable.

3.2.7. Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.

3.2.8. "Notification of Award" or "NOA" means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.

3.2.9. "Contract" means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.

3.2.10. "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.

3.2.11. "RFP" means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.

3.2.12. "Performance Security" means the security furnished by the Successful Bidder in the amount, form and manner prescribed under Clause 17 of this RFP. Performance Security may be known as interest free Security Deposit.

3.2.13. "Bidding Documents" means all documents, including this RFP, provided to the interested Bidders to assist them in the preparation of their Bids in a uniform manner.

3.2.14. "Government Authorities" shall mean any or all governmental authority / authorities of India or any subdivision thereof, whether national, federal, provincial, regional, state, county, municipal, local or other and any ministry, department, agency, entity or other body duly exercising executive, legislative, regulatory or administrative functions of government, including any other body which may exercise similar and any other municipal/ local authority having jurisdiction over the parties herein, and shall include any authority established through a statute or an act of the Government of India.

3.2.15. "Intellectual Property Rights (IPR)" means all rights related to patents, trademarks, copyrights, trade secrets, and any other form of intellectual property created or used in connection with the services under this contract.

3.2.16. "Liquidated Damages (LD)" means the amount specified under Clause 22 of this RFP as agreed compensation for the specified service-level failures or contractual breaches attributable to the Production Agency.

3.2.17. "Applicable Laws" shall mean the applicable central, state, and local laws of India, including the rules, regulations and guidelines issued by any governmental, regulatory, executive and judicial and other statutory authorities.

3.2.18. "Material Adverse Effect" with respect to a party means a material adverse change in or effect on the business, operations, financial condition, properties or liabilities of the party taken as a whole; provided, however, that a Material Adverse Effect shall not be deemed to include (i) changes as a result of the announcement of this transaction, (ii) events or conditions arising from changes in general business or economic conditions or (iii) changes in generally accepted accounting principles.

3.2.19. "Material Breach" refers to a substantial failure to perform a contractual obligation that defeats the purpose of the agreement or causes significant harm to the other party.

3.3. The Bidders participating for the first time for e-Tenders on GeM Portal will have to complete Online Registration Process on the GeM Portal as mentioned in Annexure X. All Bidders shall comply with the online bid submission instructions set out on GeM Portal as mentioned in Annexure X.

3.4. **Due Diligence by the bidders:**

3.4.1. Before submitting their Bids, Bidders shall carefully examine the requirements of the RFP and may, at their own cost and responsibility, obtain such additional information as may be necessary for preparing their Bids, subject to the procedures prescribed in this RFP.

3.4.2. Bidders shall be deemed to have full knowledge of the requirements of the work and shall be solely responsible for verifying the information provided in this RFP and making their own assessment before submission of their Bids. SAI shall not be responsible for any errors, omissions, inaccuracies or errors of judgment arising from such assessment

3.4.3. Neither SAI, nor its employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided in this RFP nor shall they be liable for any loss or damage arising from reliance thereon, award of the work or participation in the selection process.

4. 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 in the English language. However, any printed literature furnished by the Bidder in another language shall be accompanied by an English translation. For the purpose of interpretation of the Bid, the English translation shall prevail.

5. DOCUMENTS TO BE SUBMITTED

5.1. All the documents are to be mandatorily uploaded online as per the instruction for online bid submission in **Annexure II- 'Documents to be Submitted' and Annexure X- 'Instructions for online Bid Submission' of this RFP document.**

6. ELIGIBILITY CRITERIA

6.1. Each Bidder shall meet all the pre-qualification/eligibility criteria as specified in Clause 1 of **Annexure III- Eligibility & Evaluation Criteria, subject to applicable exemptions.**

6.2. Bids submitted by Bidders, who do not meet the prescribed Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non – responsive and shall not be considered for further technical evaluation process.

7. RFP PROCESS

7.1. RFP issued by SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria asper Clause 6 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents, and the Service Agreement.

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

7.3. This RFP is only illustrative in nature, and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.

7.4. Upon selection of a Bidder by SAI, the Successful Bidder shall enter into a detailed contract/agreement ("**Service Agreement**") incorporating the provisions of this RFP and the successful Bid.

7.5. The Contract shall initially remain valid for a period of three (3) years for up to eighteen (18) Khelo India Events, unless terminated earlier in accordance with the Contract. Subject to satisfactory performance, SAI's requirements and approval of the Competent Authority, SAI may, at its sole discretion, extend the Contract for the fourth and fifth years, one year at a time, for up to six (6) Events during each extension year, at the contracted Event-wise rates. The total Contract Period shall not exceed five (5) years, and the aggregate base scope shall not exceed thirty (30) Events, subject to variations permitted under Clause 32.2. SAI may carry forward or reallocate unutilised Events within the initial Contract Period or any approved extension year, provided that any quantity exceeding the applicable base quantity for the relevant period shall be governed by Clause 32.2. Such carry-forward or reallocation shall not, by itself, extend the Contract Period. Any increase or decrease in the scope of Services shall be subject to the limits and conditions specified in Clause 32.2. The Production Agency shall have no entitlement to any extension or guaranteed minimum number of Events, and no compensation shall be payable solely on account of non-extension or allocation of fewer Events. Claims arising from cancellation, postponement or curtailment of an Event shall be governed by Clause 20.5. Where the Contract is terminated for convenience, the admissibility and settlement of payments and claims arising from such termination shall be governed by Clause 37.3.

8. AMENDMENT OF RFP

8.1. At any time prior to the Bid Due Date, SAI may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/Corrigenda.

8.2. Any Addendum issued hereunder will only be uploaded on the GeM Portal www.gem.gov.in and SAI website: https://sportsauthorityofindia.nic.in/sai_new/tenders .

8.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the SAI may, in its sole discretion, extend the Bid Due Date.

8.4. Any corrigendum/ addendum/ clarifications/ reply to queries issued by SAI for the RFP shall be published only on the e-Procurement Portal and no separate information shall be communicated to Individual Bidders.

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. On completion of the validity period, if the contract is not finalised, SAI reserves the right to request for extension of bid validity without changes in any terms and conditions of the RFP.

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 (Working day means the day when the office opens after the holiday for routine work.)

10. BID PRICES

10.1. The Bidder providing services shall quote only in Indian Rupees.

10.2. The Bidder shall indicate in the Price Schedule provided on GeM Portal all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required.

10.3. If any firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

10.4. Firm Price: The prices quoted by the Bidder/finalised by the authority shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account.

11. EARNEST MONEY DEPOSIT

11.1. The bidder shall furnish Bid Security for an amount as shown in the Clause 2 of the RFP. The Bid Security is required to protect the SAI against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.

11.2. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.

11.3. The bidder seeking EMD exemption, must submit Bid Security Declaration along with the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/ resellers/ distributors/ authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

11.4. The Bid Security shall be furnished in one of the following forms:

a) Account Payee Demand Draft
b) Fixed Deposit Receipt
c) Banker's cheque / Pay Order
d) Bank Guarantee from any of the commercial banks (as per the format at Annexure V),
e) E-Bank Guarantee
f) NEFT transfer to "SECRETARY, SAI
Union Bank of India Account No: 108510100032325, IFSC No. UBIN0810851.
(Bidder has to upload challan/proof along with Bid in GeM Portal)
g) Valid Insurance Surety Bonds

11.5. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee (E-Bank Guarantee) shall be drawn on any Commercial Bank in India, in favour of the **"Secretary, SAI**", payable at **New Delhi**. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Annexure V** of the Bid Document.

11.6. Bid securities of unsuccessful bidders during first stage i.e. technical evaluation will be returned within 30 days of declaration of result of first stage i.e. technical evaluation.

Bid securities of unsuccessful bidders during second stage i.e. financial evaluation will be returned within 30 days of award of contract.

The Bid Security of successful Bidders will be returned without any interest, after receipt of Performance Security from that Bidder.

11.7. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid i.e. upto 135 days (90 + 45 Days).

11.8. Earnest Money is required to protect the SAI against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

11.9. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or in case of breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

12. BIDDERS QUERIES AND RESPONSES THERETO

12.1. All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id: procure.kheloindia@gov.in. The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format:

<table>
<tr><td colspan="4">To,
Sports Authority of India</td></tr>
<tr><td colspan="4">BIDDER'S REQUEST FOR CLARIFICATION</td></tr>
<tr><td colspan="2" rowspan="3">Name of Organization submitting request</td><td rowspan="3">Name & position of person submitting request</td><td>Full formal address of the organization including phone and email points of contact.</td></tr>
<tr><td>Tel:</td></tr>
<tr><td>Email:</td></tr>
<tr><td>Sl. No.</td><td>Bidding Document Reference(s) (Clause number/page)</td><td>Content of RFP requiring clarification</td><td>Points of Clarification required.</td></tr>
<tr><td>1</td><td></td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td><td></td></tr>
</table>

12.2. 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. All enquiries should be sent to SAI through email only. SAI shall not be responsible for ensuring that Bidder's enquiries have been received by them. SAI will 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/mailed to all the Bidders or posted on the online portal/website. Bidder should regularly visit the portal for any updates/corrigendum.

12.3. SAI will host a Pre-Bid Conference (virtual), scheduled as per the details in the Bid Schedule. The bidder or its authorised representatives may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.

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

12.5. Amendments to Bidding Documents:

i. At any point of time, prior to the deadline for submission of Bids, SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.
ii. Such an amendment will be uploaded on Khelo India Website: https://kheloindia.gov.in SAI Website: https://sportsauthorityofindia.nic.in, and GeM Portal of Government of India: www.gem.gov.in. Bidders are, therefore, advised to refer to Khelo India Website, SAI Website and GeM Portal before submitting bids.

13. SUBMISSION OF BIDS

13.1. Bids to be submitted online as per instructions in Annexure X of the RFP.
13.2. SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
13.3. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working day. (Working day means the day when the office opens after the holiday for routine work.)
13.4. Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders and acknowledgement letter of bid submission at GeM Portal website: http://gem.gov.in.
13.5. The bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
13.6. Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on GeM portal website https://gem.gov.in The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.
13.7. Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause 2 of the RFP shall not be considered.
13.8. The Bidders are required to upload the documents as per Documents to be submitted in Clause 05 & Annexure II of this RFP.
13.9. Bidders shall submit 'Online Bid' only in PDF/Scanned copy in PDF format. Hard Copy of Bid documents will not be accepted. This shall not affect any specific requirement under this RFP for submission of original supporting documents, where expressly prescribed.
13.10. The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
13.11. Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
13.12. All terms and conditions in the bid document shall stand freeze on the date of opening of the bid.
13.13. The proof of work orders for claim of relevant experience should be dated on or after the date of registration of the firm/ company/LLP etc.
13.14. Each page of the bid document submitted by bidder shall be signed and sealed by the bidder or its authorized signatory.
13.15. **Modification/withdrawal of bids:**The bidder, after submitting the bid, may submit alterations/modifications to the bid only online through the GeM Portal, provided that such alterations/modifications are successfully submitted on the Portal on or before the prescribed bid submission date and time. No hard copies of the bid or any alterations/modifications thereto shall be accepted. No amendment/modification/withdrawal shall be permitted after the expiry of the prescribed date and time for receipt of bids, i.e. during the bid validity period commencing immediately upon expiry of the Bid Due Date and time. The bidder shall be liable for severe actions and consequences, including debarment/blacklisting and removal from empanelment, if the bid is withdrawn/amended during the bid validity period, and no plea shall be entertained in this regard
13.16. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working.

14. SCRUTINY OF BIDS

The SAI will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order. SAI will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence. Each page of the bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.

14.1. **Rejection of Technical Bids** - In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances

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

14.2. **Rejection of Financial/Price Bids-** In addition to any other reasons stipulated in this RFP, financial/price Bids may be rejected under any of the following circumstances:

i. Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.
ii. Financial/Price Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
iii. Bids which do not confirm unconditional validity of the bid for 90 days from date of opening of Bid.
iv. Bids which do not conform to SAI bid format.
v. Bids in respect to which the bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the financial/price bid, if any.
vi. Any Financial/Price Bid that does not comply with the conditions laid down by SAI

14.3. **Other Reasons for Rejection of Bid-** In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:

i. Bids in which the Bidder seeks to influence the SAI bid evaluation, bid comparison, or contract award decisions.
ii. In view of two bid systems, SAI may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway & without opening the Financial/Price bid.

14.4. **Minor infirmity/irregularity/Non-conformity**

If, during the preliminary examination of a Bid, SAI identifies any **minor infirmity and/or minor irregularity and/or minor non-conformity** which does not constitute a material deviation from the terms of the RFP, SAI may, at its discretion, either:

a. reject the Bid; or
b. communicate its observations to the Bidder in writing (including by registered post, speed post, email, or through the GeM portal), seeking clarification or confirmation within a specified period.

If the Bidder fails to respond within the stipulated time, or submits a response which, in the opinion of SAI, is evasive, incomplete, or does not clearly address the issue raised, the Bid shall be liable to be ignored and rejected without further reference to the Bidder.

14.5. **Discrepancies in Prices**

14.5.1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the submission of the Bid.
14.5.2. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly

14.5.3. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and

14.5.4. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

14.5.5. If, as per the judgment of the SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the SAI, the tender is liable to be ignored.

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

15. EVALUATION CRITERIA

15.1. The Bids will be evaluated based on the Least Cost Selection (LCS) method and the eligibility and evaluation criteria as mentioned in Annexure III- Eligibility & Evaluation Criteria of this document.

15.2. A Bidder must comply all criteria as defined in Clause 1 of Annexure III, Eligibility Criteria in order to be eligible for evaluation as per Clause2 of Annexure-III.

15.3. The Eligible bidder must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation as per Clause 2 of Annexure III, Evaluation Criteria to proceed to opening of Financial/Price bid.

15.4. The Bid of the Technically Responsive Bidder (i.e. scoring 70 marks or above) who submits the lowest Financial/Price bid (overall price) will be rated as the 'Best Bid' and will be declared as the successful Bidder.

15.5. In the event of tie, i.e., one or more Bidders with the same Overall Price value and the same being the Lowest, then the bid from the bidder selected as L1 after running the auto run L1 option available on GeM will be rated as the 'Best Bid'.

15.6. In case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI reserves the right to waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

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

15.8. Bidders [Service Providers] identifying as MSME and or start-up firms are exempted from fulfilling the Eligibility criteria related to S. No. 1, 3 and S.No. 5 of Clause 1, Eligibility Criteria Only. Bidders claiming any exemption/preference should submit valid documentary proof along with the bid. No relaxation will be provided in other parameters of the qualification/eligibility Criteria of Annexure III. Further, no relaxation for any parameters will be given for Clause 2 evaluation criteria (i.e., on marking) on Annexure-III.

16. DECLARATION OF SUCCESSFUL BIDDER

16.1. Before expiry of the Bid validity period, SAI shall notify the successful Bidder in writing through a **Notification of Award (NoA)**. Along with the NoA, SAI shall forward a draft **Service Agreement**. The Service Agreement shall incorporate the provisions of the RFP and the Bid submitted by the successful Bidder and **shall not impose obligations more onerous than those stipulated in the RFP**.

16.2. Failure of SAI and the successful Bidder to agree upon the terms of the Service Agreement within a reasonable period shall constitute sufficient grounds for **annulment of the award**, whereupon SAI may, at its sole discretion, either:

- award the contract to the next ranked Bidder; or
- invite fresh Bids.

16.3. Upon execution of the Service Agreement and submission of the required **Performance Security**, SAI shall notify all unsuccessful Bidders and refund their Earnest Money Deposits, as applicable.

16.4. **Term of the Service Agreement:** The Service Agreement shall commence on the date of execution and shall remain valid for the period specified therein, unless terminated earlier in accordance with its terms.

GENERAL TERMS AND CONDITIONS OF CONTRACT

17. PERFORMANCE SECURITY

17.1. In order to ensure the due performance of the awarded contract, the Successful Bidder shall, within 14 (Fourteen) days of entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee (Annexure XII) for an amount of 03% of the accepted value of the contract ("Performance Security") failing which an amount of 0.1% penalty per day of the contracted amount will be levied on the Bidder. The penalty shall not exceed further 14 (Fourteen) days, beyond which SAI reserves the right to terminate the contract at its sole discretion without any liability, forfeit any payments due to the Bidder, and invoke the Performance Security, if applicable. In case of termination, the bidder shall be debarred and blacklisted from bidding for any future tenders of SAI for a period of two (02) years, without prejudice to any other rights and remedies available to SAI under applicable laws.

17.2. The Performance Security in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ Valid Insurance Surety Bonds/ NEFT Transfer/e-PBG shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003 and/or intimated to the office through mail.

SECRETARY, SAI
Union Bank of India
Account No: 108510100032325
IFSC No. UBIN0810851

The format for performance security of submitted in form Bank guarantee is attached at **Annexure XII.**

17.3. The Performance Security shall remain valid for 60 days beyond all contractual obligations, including defect liability periods and pending claims. SAI may invoke it in case of default, breach, or non-compliance, and the agency must revalidate and replenish it within seven (7) days, failing which SAI may recover the amount from pending dues. SAI may also seek periodic revalidation based on contractual needs. The security shall be an unconditional and irrevocable bank guarantee or another approved format, with all costs borne by the agency. No interest shall be payable, and in case of contract termination due to the agency's default, the security shall be forfeited in full.

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

17.5. In the event of any failure/any breach or violation on the part of the Successful Bidder, which is not cured within reasonable time from receiving a written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by SAI.

18. SCOPE OF WORK & TIMELINES OF THE PROJECT

18.1. The scope is limited to venue-side host broadcast production for the Khelo India Games, including planning, production design, deployment and operation of production crews, cameras, audio, graphics, scoring integration, replay, recording, quality control, redundancy, production logs and delivery of Programme Feed, Clean Feed and specified audio feeds at the designated Feed Handover Point/Source/Station, together with the deliverables stated in Annexure I. Deployment shall be Event-based in accordance with work orders issued by SAI; no full-time manpower at SAI shall be required unless a specific coordination resource is expressly stated in a work order.

18.2. Public live streaming, telecast and distribution beyond the Feed Handover Point/Source/Station are outside the scope of the Production Agency and shall be undertaken by a separate Streaming/Broadcasting Agency appointed by SAI. Accordingly, the Production Agency shall not be responsible for uplinking, satellite capacity, CDN, OTT or digital platform operation, public internet bandwidth, transcoding for distribution, channel carriage, social-media streaming, viewer analytics or last-mile delivery, except to the extent a downstream failure is directly caused by a defect in the feed delivered by the Production Agency.

18.3. The Contract shall initially remain valid for a period of three (3) years for up to eighteen (18) Khelo India Events, unless terminated earlier in accordance with the Contract. Subject to satisfactory performance, SAI's requirements and approval of the Competent Authority, SAI may, at its sole discretion, extend the Contract for the fourth and fifth years, one year at a time, for up to six (6) Events during each extension year, at the contracted Event-wise rates. The total Contract Period shall not exceed five (5) years, and the aggregate base scope shall not exceed thirty (30) Events, subject to variations permitted under Clause 32.2. SAI may carry forward or reallocate unutilised Events within the initial Contract Period or any approved extension year, provided that any quantity exceeding the applicable base quantity for the relevant period shall be governed by Clause 32.2. Such carry-forward or reallocation shall not, by itself, extend the Contract Period. Any increase or decrease in the scope of Services shall be subject to the limits and conditions specified in Clause 32.2. The Production Agency shall have no entitlement to any extension or guaranteed minimum number of Events, and no compensation shall be payable solely on account of non-extension or allocation of fewer Events. Claims arising from cancellation, postponement or curtailment of an Event shall be governed by Clause 20.5. Where the Contract is terminated for convenience, the admissibility and settlement of payments and claims arising from such termination shall be governed by Clause 37.3.

19. DEPLOYMENT OF PERSONNEL AND PRODUCTION CREWS

19.1. The Production Agency shall, at its own responsibility and cost, deploy adequate, qualified and experienced personnel, technical staff and production crews for each Event, in accordance with the scope of work, applicable work order and approved Event schedule, and shall remain solely responsible for their supervision, conduct, statutory compliance and timely performance of the Services, without any additional financial liability to SAI.

20. TERMS OF PAYMENT

20.1. The Contract Price shall be based on the Event-wise prices quoted by the Production Agency and accepted by SAI in the Price Bid at Annexure XI. The accepted Event-wise prices shall remain firm during the Contract Period and shall include all costs required for complete performance of the Services under the Contract.

20.2. The Production Agency shall quote a price for the scope of services as per the format of BoQ at Annexure XI. Any increase or decrease in the actual number of Event days/kits required from such tentative duration/ kits required shall result in a corresponding pro-rata adjustment to the quoted price. The determination of the actual Event duration and the consequential revision in cost shall be made by SAI based on the quoted BoQ and provisions available in RFP, and the Production Agency shall be bound by SAI's decision in this regard

20.3. The Production Agency may submit an Event-wise invoice after completion of the relevant Services and handover of all prescribed deliverables. The invoice shall be supported by the Event Completion Report and the Completion/Acceptance Certificate issued by SAI's authorised representative.

20.4. Payment shall become due only after verification of the invoice and supporting documents and certification by SAI that the corresponding Services and deliverables have been satisfactorily completed and accepted. SAI may withhold the disputed or unsupported portion of an invoice while processing the undisputed admissible amount.

20.5. If an Event is cancelled or not conducted, no payment shall be admissible for that Event. In case an Event is postponed or curtailed, payment, if any, shall be limited to the Services actually performed and accepted by SAI, and no claim shall be admissible for idle resources, loss of profit, anticipated business or unperformed Services.

20.6. Any penalty, liquidated damages, risk-and-cost expenditure, statutory deduction, overpayment, advance adjustment or other amount recoverable from the Production Agency under the Contract may be deducted or set off from the invoice concerned, any other amount due, or the Performance Security, without prejudice to SAI's other rights and remedies.

20.7. The Event-wise Contract Price shall include manpower and production crews, equipment, cameras, lenses, replay, graphics and scoring integration, audio, recording, redundancy, feed carriage and connectivity up to the Feed Handover Point/Source/Station, mobilisation, demobilisation, logistics, transportation, travel, accommodation, insurance, licences, statutory obligations, overheads and all incidental expenses required for complete execution of the Event. Public telecast, streaming, uplinking, satellite capacity, CDN, OTT or downstream distribution beyond the Feed Handover Point/Source/Station shall remain excluded unless expressly included in the scope.

20.8. GST shall be payable only to the extent applicable and admissible, against a valid tax invoice and subject to compliance with GST laws. All payments shall be subject to deduction of TDS and other applicable statutory deductions in accordance with prevailing law and Government instructions.

20.9. All admissible payments shall be made through PFMS, RTGS, NEFT or other approved electronic mode to the designated bank account of the Production Agency. No advance payment shall be made unless expressly authorised under the Contract or applicable Government instructions.

21. OTHER TERMS AND CONDITIONS OF THE BID

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

21.2. Save as expressly authorized by SAI in writing, the Successful Bidder shall not, without the prior express approval of SAI, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI. Any violation of this clause shall be deemed a material breach, entitling SAI to immediately terminate the contract and claim damages.

21.3. The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by SAI. The bidder waives any and all rights to challenge or contest any decision of SAI regarding the selection, rejection, or evaluation of any Bid, except as permitted under applicable law.

21.4. The Bidder must strictly comply with all terms and conditions herein. SAI reserves the right to call upon any or all the Bidders to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.

21.5. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in Clause 15 of this document.

21.6. Privileges: The following privileges shall be extended to the Successful Bidder:

a. Performance certificate to be issued by SAI to the Successful Bidder upon the satisfactory discharge of its services in respect of each Phase of the project.
b. Successful completion certificate to be issued by SAI after completion of contract to the satisfaction of SAI.

21.7. Governing Law and Jurisdiction: The RFP, any subsequent agreement by or on behalf of SAI and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The Courts of New Delhi shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI.

21.8. It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company during the contract phase. SAI may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented, or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied with the work of the 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. However, in the event SAI, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.

21.9. The bidder must monitor and deploy sufficient skilled manpower as defined in Manpower Requirement as elaborated in Annexure I to complete the deliverables mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between SAI and personal employed by the Bidder. The relationship between SAI and the Bidder shall be on principal-agent basis only.

21.10. The bidder has to ensure proper deployment of resources at site during all phases and the deployment plan should be approved by the SAI in advance.

21.11. It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in SAI, any misrepresentation with regard to this information will result in appropriate action being taken against the bidder, including but not limited to termination of the contract and blacklisting from future SAI tenders.

21.12. The Bidder shall be solely responsible for ensuring timely payment to its employees, staff, or subcontractors deployed in the project and for complying with all applicable laws, including but not limited to:

a. Labour laws
b. Minimum wage regulations
c. Provident fund and gratuity laws
d. Employee insurance
e. Any other statutory obligations applicable under Indian law

21.13. The Bidder must not have been debarred, blacklisted, or disqualified by any court, regulatory authority, or government organization at the time of bidding or during the execution of the contract. Any concealment of such facts shall lead to immediate termination of the contract and forfeiture of any Performance Security or payments due.

22. SERVICE LEVELS AND LIQUIDATED DAMAGES

22.1. Service Levels

The Production Agency shall ensure compliance with the following minimum service levels for each Scheduled Live Session:

a. Complete production readiness and successful end-to-end testing at least one hundred and twenty (120) minutes prior to the scheduled commencement of the Session;

b. Availability of a stable test feed at the designated Feed Handover Point/ Source/Station at least sixty (60) minutes prior to the scheduled commencement of the Session;

c. Availability of Programme Feed no later than fifteen (15) minutes prior to the scheduled commencement of the Session and continuous availability thereof until completion of the Session;

d. Automatic or manual switchover to the approved redundant feed path within sixty (60) seconds of any primary-path failure; and

e. Immediate notification of any fault, interruption or degradation in feed quality to SAI and the designated Broadcasting Agency, followed by submission of a written incident report within twenty-four (24) hours.

For the purposes of this Clause, delay, interruption and performance deficiencies shall be measured based on the approved Event Schedule and system logs recorded at the Feed Handover Point/Source/Station.

22.2. Liquidated Damages

Without prejudice to any other rights and remedies available to SAI under the Contract, Liquidated Damages (LD) may be imposed for service deficiencies attributable to the Production Agency in accordance with the following matrix:

S.No.	Service Level Failure	LD Payable

1	Delay in making Programme Feed available at the Feed Handover Point/Source/Station up to 5 minutes beyond the prescribed time	0.5% of the Applicable Event Price
2	Delay exceeding 5 minutes but up to 15 minutes	1% of the Applicable Event Price
3	Delay exceeding 15 minutes but up to 30 minutes	3% of the Applicable Event Price
4	Delay exceeding 30 minutes or missed commencement of scheduled live coverage	5% of the Applicable Event Price
5	Complete non-delivery of a Scheduled Live Session	Payment attributable to such Session shall not be admissible and LD up to 10% of the Applicable Event Price
6	Interruption of an accepted live feed up to 5 minutes	0.5% of the Applicable Event Price per occurrence
7	Interruption exceeding 5 minutes but less than 30 minutes	1% of the Applicable Event Price per occurrence
8	Interruption exceeding 30 consecutive minutes	5% of the Applicable Event Price and shall constitute a Critical Default
9	Failure of approved redundancy systems resulting in disruption of service	Up to 2% of the Applicable Event Price per occurrence
10	Failure to deploy committed cameras, production equipment, technical infrastructure or key personnel required under the Contract	Up to 2% of the Applicable Event Price per occurrence
11	Failure of graphics package, score integration systems, replay systems, mandatory branding elements or overlays	Up to 2% of the Applicable Event Price per occurrence
12	Material degradation of audio or video quality rendering the feed unsuitable for broadcast use	Up to 5% of the Applicable Event Price per occurrence
13	Delay in delivery of highlights, archival footage, production masters, source files or other mandatory deliverables	Up to 2% of the Applicable Event Price per occurrence
14	Failure attributable to the Production Agency resulting in non-availability or rejection of the Programme Feed at the Feed Handover Point/Source/Station and consequent inability of the separately appointed Streaming/Broadcasting Agency to distribute the Event	Up to 5% of the Applicable Event Price and shall constitute a Critical Default
15	Failure of Opening Ceremony, Closing Ceremony, Medal Event, Final or Marquee Event designated by SAI	Up to 10% of the Applicable Event Price and shall constitute a Critical Default

The quantum of LD shall be determined by SAI based on the severity of the failure, duration of impact, extent of deviation from prescribed specifications, and evidence recorded through operational logs, monitoring reports and incident records.

22.3. **Cap on Liquidated Damages**

a. The aggregate LD recoverable during the entire Contract Period shall not exceed ten percent (10%) of the Total Contract Value.
b. Imposition of LD shall not relieve the Production Agency of its obligations to perform the Services in accordance with the Contract.

22.4. **Critical Defaults**

The following events shall constitute Critical Defaults:

a. Complete non-delivery of a Scheduled Live Session;
b. Failure of Opening Ceremony coverage;
c. Failure of Closing Ceremony coverage;
d. Failure of coverage of any Medal Event, Final or Marquee Event designated by SAI;
e. Interruption of live feed exceeding thirty (30) consecutive minutes;
f. Failure attributable to the Production Agency resulting in non-availability or rejection of the Programme Feed at the Feed Handover Point/Source/Station and consequent inability of the separately appointed Streaming/Broadcasting Agency to distribute the Event;
g. Failure to provide the minimum camera complement, production infrastructure or technical resources prescribed under the Contract resulting in material degradation of production output; or
h. Any failure that materially affects the visibility, integrity, reputation, successful conduct or broadcast quality of the Event.

22.5. **Notice of Default and Corrective Action**

Where a Critical Default occurs or where cumulative LD imposed exceeds five percent (5%) of the Total Contract Value, SAI may issue a Notice of Default requiring corrective action.

The Production Agency shall immediately commence corrective action and shall submit a corrective action plan within three (3) days of receipt of such Notice. Failure to implement such corrective measures to the satisfaction of SAI shall constitute a material breach of the Contract.

22.6. **Termination on Account of Service Failures**

Without prejudice to any other rights and remedies available under the Contract, SAI may terminate the Contract, wholly or partly, by giving thirty (30) days' written notice if:

a. Aggregate LD imposed under the Contract reaches ten percent (10%) of the Total Contract Value;
b. Three (3) or more Critical Defaults occur during any Event;
c. Two (2) or more instances of complete non-delivery of Scheduled Live Sessions occur during the Contract Period;
d. Any Critical Default materially affects the Opening Ceremony, Closing Ceremony or any Marquee Event;
e. The Production Agency fails to cure a material breach despite issuance of a Notice of Default; or
f. The Production Agency abandons, suspends or refuses to provide the Services.

Upon such termination, SAI may engage an alternate agency for completion of the Services at the risk and cost of the Production Agency and recover any additional expenditure incurred from pending payments, Performance Security, Performance Bank Guarantee or any other amounts due to the Production Agency.

22.7. **Feed Handover Responsibility**

The responsibility of the Production Agency shall extend up to successful delivery of the Programme Feed at the Feed Handover Point/Source/Station.

Any interruption, transmission failure, satellite failure, uplinking failure, OTT delivery failure, distribution failure or any other disruption occurring beyond the Feed Handover Point/Source/Station shall not be attributable to the Production Agency, except where such failure is directly caused by any defect, interruption, degradation or non-availability of the Feed delivered by the Production Agency.

22.8. **Exceptions**

No penalty or Liquidated Damages shall be imposed for any delay, interruption, deficiency or failure arising from reasons not attributable to the Selected Agency, including any delay attributable to SAI or any Force Majeure event covered under Clause 24 of this RFP.

22.9. **Recovery and Non-Exclusive Remedies**

SAI shall be entitled to recover any LD levied under this Clause from invoices payable to the Production Agency, Performance Bank Guarantee or any other amount due or becoming due to the Production Agency.

The remedies specified under this Clause shall be cumulative and not exclusive. Imposition of LD shall not prejudice SAI's right to invoke the Performance Security, terminate the Contract, undertake procurement at the risk and cost of the Production Agency, seek indemnification, or pursue any other remedy available under the Contract or applicable law.

23. HANDOVER

23.1. The Production Agency shall, within a maximum period of fifteen (15) days from completion of each Event or within such shorter period as may be instructed by SAI, and in all cases before submission of the final invoice for that Event, hand over all production outputs in the formats, resolution and storage media specified by SAI. The handover shall include programme feed, clean feed, ISO camera recordings, raw and edited footage, highlights, audio stems, graphics packages, editable project and source files, final masters, thumbnails, metadata, cue sheets and any other content generated under the Contract.

23.2. The handover shall also include relevant production and transmission logs, incident reports, rights-clearance records, licences, permissions and an indexed inventory of all deliverables.

23.3. The Production Agency shall maintain secure and redundant backups of all production outputs until written acceptance by SAI. SAI may verify the completeness, technical conformity and usability of the deliverables, and the Production Agency shall rectify, restore or re-supply any missing, corrupted, incomplete or non-compliant material within the timeline specified by SAI, without additional cost.

23.4. The Production Agency shall provide all necessary handover and transition assistance to SAI or any agency nominated by SAI, including transfer of files, credentials, technical records and production workflows. All costs of handover and transition shall be included in the Contract Price.

23.5. Completion of handover to the satisfaction of SAI shall be a condition precedent to release of the corresponding final payment. For incomplete or delayed handover, SAI may withhold the amount attributable to the undelivered outputs and exercise the remedies available under the Contract, including recovery of additional costs incurred for retrieval, restoration or completion of the handover.

24. FORCE MAJEURE

24.1. 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 lockdowns 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.

24.2. 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.

24.3. 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 liability for loss of profit or compensation arising solely from such termination, without prejudice to accrued rights and liabilities, payments lawfully due

for Services already performed and accepted, and any amounts recoverable under the Contract on either side.

24.4. 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.

24.5. During the period of the Successful Bidder's inability to perform the obligations under the Agreement as a result of an event of Force Majeure and timely intimation by the Bidder, SAI shall assess the situation and then decide the application of force Majeure. Once the duration is defined under the Force Majeure category/situation no payments are expected to be made by the bidder.

25. DISPUTE SETTLEMENT MECHANISM

25.1. All disputes, differences or controversies of whatsoever nature arising out of or in relation to this RFP (including its interpretation) between the Bidder and SAI, and notified in writing by either Party to the other, shall in the first instance be attempted to be resolved amicably through the mediation procedure provided under Clause 25.2.

25.2. If any dispute, claim, or difference of any kind arises between the Parties in connection with or arising out of this RFP, including its interpretation, the Parties shall first endeavour to resolve the dispute amicably through mediation in accordance with the provisions of the **Mediation Act, 2023**. The mediation shall commence upon written notice of dispute by either Party and shall continue for a period not exceeding **thirty (30) days**, extendable by mutual consent. If the dispute remains unresolved after such period, either Party may refer the matter to arbitration in accordance with Clause 25.3.

25.3. Arbitration: If any difference or disputes arises under this RFP and/or the Agreement, as the case may be, which cannot otherwise be amicable resolved between the parties through Mediation, then such dispute shall be settled by way of arbitration and either Party shall be entitled to refer the dispute to Arbitration under Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof in force. The Arbitration shall be conducted before Arbitral Tribunal comprising of a sole arbitrator to be appointed with the mutual consent of the Parties or appointed by Hon'ble High Court of Delhi while deciding an application under Section 11 of the Act. The arbitration proceedings shall be conducted as per Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

25.4. The venue for arbitration shall be India International Arbitration Center, New Delhi in accordance with the D.O. No. A-60011/50/2023-ADR dated 05.04.2024 and the courts of New Delhi shall be vested with exclusive jurisdiction and the seat/venue of arbitration shall be at New Delhi and the language of arbitration proceedings and that of all documents and communications between the parties shall be English.

25.5. The arbitration award shall be final, and the judgment thereupon may be entered in the courts of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

25.6. Each party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrator shall be shared equally by both the parties unless the award otherwise provides. It is further agreed between the parties hereto that such arbitration proceedings shall be completed within a period of eight (8) calendar months from the date of reference.

25.7. The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of Arbitration proceedings.

25.8. SAI shall have the right to bring an action seeking injunctive or other equitable relief before the courts at New Delhi, India if it reasonably believes that damages may not be an adequate remedy for any breach by the Bidder

26. APPLICABLE LAW

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

27. RESERVED RIGHTS

27.1. SAI reserves the right to;

i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.

ii. Revise the requirement at a later stage as and when required.

iii. Amend, modify, relax, or waive/delete any of the conditions/ scope of work stipulated in the RFP wherever deemed necessary, even after award of work.

27.2. 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 RFP 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.

27.3. SAI will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if SAI decides to cancel the RFP process or for any reason whatsoever.

27.4. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by SAI to facilitate the evaluation process.

27.5. The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:

- Understood and examined the extent of the Rights, scope of Work and other information made available in writing by SAI, for the purpose of this RFP.
- Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
- Satisfy itself as to the correctness and sufficiency of the RFP.
- Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with SAI or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to procure.kheloindia@gov.in No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

28. CORRUPT OR FRAUDULENT PRACTICES

28.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

28.2. It is required by all concerned namely the Bidders /Successful Bidder etc. to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, SAI:

i. Will reject a Proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices or undesirable practice or restrictive practice in competing for the contract in question;

ii. Will declare the Bidder ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that the Operator has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.

iii. For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

28.2.1. "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SAI who is or has been associated in any manner, directly or indirectly, with the selection process or the LoA or arising therefrom, before or after the execution

thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SAI, shall be deemed to constitute influencing the actions of a person connected with the selection process); or engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the LoA, who at any time has been or is a legal, financial or technical adviser of SAI in relation to any matter concerning the RFP;

28.2.2. "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection process;

28.2.3. "**coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the selection process;

28.2.4. "**undesirable practice**" means establishing contact with any person connected with or employed or engaged by SAI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or having a conflict of interest; and

28.2.5. "**restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

28.3. SAI reserves the right not to conclude the Agreement 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, EMD (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.

29. CONFIDENTIALITY

29.1. All production content and outputs created, captured, recorded, developed or generated under or in connection with the Contract, including programme feeds, clean feeds, ISO recordings, raw and edited footage, highlights, clips, graphics, photographs, audio, metadata, project files, source files and final masters, shall be the sole and exclusive property of SAI from the time of creation, together with all intellectual property and exploitation rights therein. The Contract Price shall constitute full consideration for such ownership, and the Production Agency shall execute all documents and perform all acts required by SAI to confirm or perfect such rights.

29.2. The Production Agency shall have no right, title or interest in such production content and shall not retain, copy, alter, store, publish, exhibit, screen, upload, stream, transmit, distribute, licence, sub-license, monetise, commercially exploit, disclose or provide access to it, in whole or in part, except strictly in accordance with the prior written directions of SAI. Any access by authorised personnel shall be limited to what is necessary for performance of the Contract, and the Production Agency shall remain fully responsible for their acts and omissions.

29.3. Without limiting the foregoing, the Production Agency shall not use any production content, behind-the-scenes material, still, clip, excerpt or reference to SAI, Khelo India or any Event for a portfolio, showreel, award submission, case study, social media, advertising, publicity, marketing or any other commercial or non-commercial purpose. Distribution to any broadcaster, platform, media entity, sponsor or third party shall be made only where and in the manner specifically directed by SAI in writing.

29.4. The Production Agency shall maintain appropriate physical, technical and organisational safeguards, including role-based access, secured storage and transmission, credential protection, access logging, malware protection, controlled backups and incident-response procedures. Any actual or suspected unauthorised access, copying, disclosure, loss, alteration, leakage or misuse shall be reported to SAI immediately and in any event within six (6) hours of discovery, followed by a written incident report and continuing remediation updates. No public statement concerning such incident shall be made without SAI's prior written approval.

29.5. The obligations under this Clause shall not apply to information that the Production Agency establishes through written records was lawfully in the public domain without breach of the Contract, was lawfully received from a third party without confidentiality restriction, or was independently developed without use of Confidential Information. Where disclosure is required by law or a competent authority, the Production Agency shall, to the extent legally permissible,

give SAI prior written notice, disclose only the minimum information required and reasonably assist SAI in seeking protective measures.

29.6. Upon SAI's direction, completion of the relevant Event, expiry or termination of the Contract, the Production Agency shall immediately hand over all production content to SAI, return or securely delete all copies remaining in its possession or control and provide written certification of compliance, except to the extent retention is mandatorily required by law. The obligations relating to ownership, confidentiality, non-retention, non-use and non-distribution shall be perpetual, unlimited in duration and shall survive expiry or termination of the Contract. Any breach shall constitute a material breach and shall attract a penalty equivalent to one hundred percent (100%) of the Total Contract Value, recoverable from amounts due, the Performance Security or otherwise, without prejudice to SAI's right to terminate the Contract, seek injunctive relief, recover losses or damages exceeding such amount, and pursue any other remedy available under the Contract or applicable law.

30. CONFLICT OF INTEREST

The Bidder/Production Agency shall avoid any actual or potential conflict of interest that may affect the fairness of the bidding process or impartial performance of the Contract. Any such conflict shall be disclosed to SAI immediately. SAI may require suitable remedial measures and, where the conflict is concealed or not resolved to its satisfaction, may reject the Bid or terminate the Contract, without prejudice to other remedies available under the RFP and applicable rules.

31. TRANSFER AND SUB-LETTING

Subcontracting or subletting of the Contract or any part of the Services is prohibited, notwithstanding any provision for SAI's approval. Assignment or transfer of the Contract or any rights or obligations requires SAI's prior written approval. The Production Agency shall remain solely responsible for execution, supervision, quality and timely delivery of all Services. Any breach shall constitute a material breach, attracting remedies under the Contract, including termination under Clause 37 and invocation of Performance Security under Clause 17, without prejudice to SAI's other rights.

32. AWARD OF CONTRACT

32.1. **Award Criteria :** SAI will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined in the RFP.

32.2. Subject to approval of the Competent Authority and prior written instructions, SAI may vary the Event quantity or scope of Services at the contracted rates and terms. Cumulative additions during the total Contract Period shall not exceed twenty-five percent (25%) of the accepted base Contract Value, including extensions actually approved under Clause 7.5 but excluding variations, without resetting the limit upon extension or offsetting omissions. Additional Events, including carried-forward Events exceeding the applicable base quantity, shall count towards this limit; the base scope of approved extensions shall not. Allocation of fewer Events shall not confer any minimum-volume or compensation entitlement solely on that account. Event-related and termination-for-convenience claims shall be governed by Clauses 20.5 and 37.3, respectively. No variation, carry-forward or reallocation shall extend the Contract beyond the period permitted under Clause 7.5.

32.3. **Notification of Award:**

32.3.1. Prior to the expiration of the bid validity period, SAI will notify the successful bidder in writing or email through a notification of award (NoA).

32.3.2. In case the tendering process / public procurement process has not been completed within the stipulated period, SAI, may like to request the bidders to extend the validity period of the bid.

32.3.3. The notification of award will constitute the formation of the contract.

32.3.4. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to the successful bidder.

32.4. **Contract Signing**

32.4.1. Within 7 days of receipt of the notification of award, the successful Bidder shall communicate its acceptance to the SAI letter.

32.4.2. Within 30 days of the notification of award, the successful bidder shall execute the contract with SAI.

32.4.3. If the successful bidder fails to execute the agreement (or such other extended timelines as agreed by the SAI in its sole discretion), the SAI shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.

32.4.4. The successful bidder is expected to commence its service as per the work orders issued and timelines specified therein.

33. INDEMNIFICATIONS AND LIABILITIES

33.1. The Production Agency shall indemnify, defend and hold harmless SAI, its officers and employees from all claims, losses, damages, penalties, costs and expenses, including reasonable legal expenses, arising from breach of the Contract; negligence, wilful misconduct or unlawful act of the Production Agency or its personnel; death, bodily injury or property damage; breach of confidentiality or data-security obligations; unauthorised use or distribution of production content; infringement of intellectual property or third-party rights; or non-compliance with applicable labour, tax, licensing or statutory requirements.

33.2. The Production Agency shall promptly notify SAI of any indemnified claim and shall, at its own cost, defend or settle the same in consultation with SAI. No settlement imposing any liability, admission or obligation on SAI shall be made without SAI's prior written consent. If the Production Agency fails to act promptly, SAI may defend or settle the claim and recover the entire cost from the Production Agency.

33.3. The Production Agency shall be liable for all direct losses, damages, costs and additional expenditure suffered or incurred by SAI due to its breach, default, negligence or failure, including the cost of alternate arrangements, restoration of production content and enforcement of SAI's rights. Such amounts may be recovered from payments due, the Performance Security or otherwise. No limitation of liability shall apply to fraud, wilful misconduct, gross negligence, death or personal injury, confidentiality or data-security breach, unauthorised use or distribution of production content, intellectual property infringement, statutory liability or indemnity obligations.

33.4. SAI shall not be liable for any loss of profit, business, opportunity or anticipated savings of the Production Agency. This shall not restrict SAI's right to recover liquidated damages, risk-and-cost expenditure, third-party claims, direct losses or any amount expressly recoverable under the Contract. The indemnities under this Clause shall survive expiry or termination of the Contract.

34. REPRESENTATIONS AND WARRANTIES

34.1. The Production Agency represents and warrants that it is duly constituted, validly existing and fully authorised to enter into and perform the Contract, and that execution and performance of the Contract do not violate any law, constitutional document, order or binding obligation applicable to it.

34.2. The Production Agency represents and warrants that it possesses and shall maintain throughout the Contract Period the financial capacity, experience, personnel, equipment, licences, permissions, insurance and other resources required for timely and satisfactory performance of the Services in accordance with the RFP, approved production standards, SAI's written directions and applicable laws.

34.3. The Production Agency represents and warrants that all statements, documents and information furnished to SAI are true, complete and not misleading; all production outputs shall be original or duly licensed, free from undisclosed claims, liens or encumbrances; and their creation, delivery, ownership and use by SAI shall not infringe any third-party right. SAI may verify these matters at any time, and the Production Agency shall promptly furnish supporting records.

34.4. The representations and warranties shall be continuing and deemed repeated throughout the Contract Period. Any misrepresentation or breach shall entitle SAI to require immediate rectification or replacement, withhold or recover payments, invoke the Performance Security,

procure corrective or alternate services at the risk and cost of the Production Agency, or terminate the Contract, without prejudice to any other remedy. The Production Agency shall immediately notify SAI if any representation or warranty ceases to be true or complete.

35. PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS

35.1. All programme feeds, recordings, footage, audio, graphics, photographs, metadata, project and source files, formats, designs, masters and other production content or deliverables created, captured or developed specifically under the Contract ("Project IPR") shall, upon creation, vest exclusively in SAI for the entire term of such rights and throughout the world.

35.2. The Contract Price shall constitute full consideration for the Project IPR. To the extent any right does not vest automatically in SAI, the Production Agency hereby irrevocably assigns such right to SAI and shall procure corresponding assignments, consents and waivers from its personnel and contributors. The Production Agency shall execute, without additional cost, all documents required by SAI to record, protect or enforce such rights.

35.3. Any pre-existing intellectual property of the Production Agency or any third-party material shall be used only with SAI's prior written approval. The Production Agency shall identify such material in advance and obtain, at its own cost, all irrevocable, perpetual, worldwide, royalty-free, transferable and sub-licensable rights necessary for SAI and its authorised entities to use, reproduce, edit, adapt, archive, broadcast, stream, communicate, distribute and otherwise exploit the deliverables without restriction. Ownership of all material supplied by SAI shall remain with SAI.

35.4. The Production Agency shall hand over to SAI all editable and final files, source material, credentials, licences, permissions, releases and rights-clearance records in accordance with Clause 23. It shall not retain, use, publish, distribute, license, monetise, commercially exploit or provide access to any Project IPR except strictly for performance of the Contract or under SAI's prior written directions, and shall securely delete unauthorised copies upon SAI's direction, completion or termination of the Contract.

35.5. The Production Agency warrants that the deliverables and their authorised use by SAI shall not infringe any patent, copyright, trademark or other third-party right. If any claim arises, the Production Agency shall, at its own cost and without disruption to the Services, secure the required rights or replace or modify the affected material to SAI's satisfaction and shall indemnify SAI under Clause 33. SAI may withhold or recover payments, invoke the Performance Security, obtain alternate material at the Production Agency's risk and cost, terminate the Contract or exercise any other remedy available under the Contract or applicable law. The provisions of this Clause shall survive expiry or termination of the Contract.

36. GENERAL TERMS AND CONDITIONS

36.1. The Bidder/Production Agency shall comply with the RFP and Contract. Any breach or default shall attract action under the relevant provisions of the RFP, Contract, GeM terms and applicable law, including rejection of the Bid, recovery, invocation of security, risk-and-cost procurement or termination, as applicable.

36.2. SAI may, at any time before the Bid Due Date, amend, modify or supplement the RFP by issuing a corrigendum/addendum through the GeM Portal and other designated portals. Where required, SAI may extend the Bid Due Date to allow Bidders reasonable time to take the amendment into account.

36.3. SAI reserves the right to accept or reject any Bid, annul or cancel the bidding process, or reject all Bids at any time before award of the Contract, without incurring liability to the affected Bidder, subject to applicable procurement rules. After award, any change shall be governed by the Contract and applicable rules.

36.4. The Bid shall be unconditional and in the prescribed format. Any material deviation, qualification, condition or reservation contrary to the RFP may render the Bid non-responsive. Only Bidders meeting the eligibility requirements and material terms of the RFP shall be considered for further evaluation.

36.5. All information and documents furnished by the Bidder shall be true, complete and supported by verifiable records. If any material information is found to be false, forged, misleading or concealed, SAI may reject the Bid or terminate the Contract, forfeit or invoke the applicable security and initiate debarment or other action in accordance with applicable rules.

36.6. SAI's evaluation and award decisions shall be taken in accordance with the disclosed criteria and applicable procurement rules. Any clarification, representation or grievance shall be

submitted only through the prescribed channel and shall not suspend the bidding process unless SAI decides otherwise.

36.7. Any canvassing, lobbying, coercion or attempt to improperly influence SAI or any person connected with the bidding process shall result in rejection or disqualification. Debarment, if warranted, shall be undertaken only in accordance with applicable Government rules and after following due process.

37. TERMINATION

37.1. SAI may terminate the Contract, wholly or partly, for default by written notice if the Production Agency:

37.1.1. commits a material breach or fails to perform the Services in accordance with the Contract;

37.1.2. abandons, suspends or refuses the Services, or its performance remains unsatisfactory after written notice;

37.1.3. fails to meet the termination thresholds under Clause 22.6;

37.1.4. becomes insolvent, enters liquidation or receivership, or ceases business;

37.1.5. fails to comply with a final arbitral award;

37.1.6. engages in corrupt, fraudulent, coercive, collusive, undesirable or restrictive practice;

37.1.7. furnishes materially false or misleading information; or

37.1.8. breaches the confidentiality, ownership, intellectual property, conflict-of-interest or transfer and sub-letting provisions.

37.2. Except where the default is incapable of cure or involves fraud, corruption, abandonment, insolvency, unauthorised use or distribution of production content, or materially jeopardises a scheduled Event, SAI shall issue a written notice specifying the default and allow a reasonable cure period, ordinarily not exceeding fifteen (15) days. Where the Event schedule requires urgent corrective action, SAI may prescribe a shorter reasonable period. SAI may terminate the Contract with immediate effect where the default is incapable of cure or immediate action is necessary to protect an Event, production feed, production content, public interest or SAI's rights.

37.3. SAI may, at its sole discretion, terminate the Contract for convenience or in public interest by giving thirty (30) days' written notice to the Production Agency. Payment shall be limited to Services satisfactorily performed up to the effective date of termination and accepted by SAI, including acceptance following verification after that date, at the contracted rates and subject to applicable deductions and recoveries. No compensation shall be payable for loss of profit, anticipated business, unperformed Services or consequential or prospective losses arising from such termination.

37.4. The Production Agency may terminate the Contract only where continued performance becomes unlawful or permanently impossible for reasons not attributable to it, by giving not less than sixty (60) days' written notice supported by documentary evidence. It shall continue the Services during the notice period, take all reasonable measures to avoid disruption and complete the handover and transition obligations under the Contract. No such termination shall take effect during an Event or within sixty (60) days before its scheduled commencement, unless SAI agrees otherwise in writing.

37.5. Upon expiry or termination, the Production Agency shall immediately cease use of SAI's material, complete the handover obligations under Clause 23, transfer all production content, files, credentials, records and rights-clearance documents, cooperate in transition to SAI or an alternate agency, and return or securely delete Confidential Information as directed by SAI. These obligations shall apply irrespective of the ground of termination.

37.6. Where termination is attributable to the Production Agency, SAI may invoke or appropriate the Performance Security to the extent permissible under the Contract, withhold or recover amounts due, and engage an alternate agency. SAI may recover the reasonable additional expenditure and direct losses attributable to the Production Agency's default, including risk-and-cost procurement, after accounting for amounts otherwise payable for accepted Services. This shall be without prejudice to liquidated damages, indemnity, debarment proceedings undertaken separately in accordance with applicable Government rules and due process, or any other remedy. Termination shall not affect rights, liabilities or obligations accrued before the effective date or provisions intended to survive termination.

38. LIMITATION OF LIABILITY

38.1. Except for payment of undisputed amounts due for Services satisfactorily performed and accepted under the Contract, and liabilities that cannot lawfully be excluded, SAI shall have

no liability to the Production Agency arising out of or in connection with the Contract. In any event, SAI's aggregate liability shall not exceed the amount payable for such accepted Services up to the date on which the cause of action arose, after adjustment of all deductions and recoveries due under the Contract.

38.2. Neither Party shall be liable to the other for any indirect, incidental, special or consequential loss, including loss of profit, revenue, business, opportunity, goodwill or anticipated savings. This exclusion shall not apply to amounts payable to third parties under an indemnified claim or to losses expressly recoverable under the Contract.

38.3. Subject to the exclusions below, the aggregate liability of the Production Agency arising out of or in connection with the Contract shall not exceed the Total Contract Value. This limitation shall not apply to fraud, fraudulent misrepresentation, corruption, wilful misconduct, gross negligence, death or bodily injury, damage to property, breach of confidentiality or data-security obligations, unauthorised retention, use or distribution of production content, infringement of intellectual property or third-party rights, statutory dues or liabilities, indemnity obligations, liquidated damages, risk-and-cost expenditure, or any amount expressly recoverable under the Contract.

38.4. Where Liquidated Damages are recovered for a specified service failure under Clause 22, SAI shall not recover compensation twice for the same loss. This shall not restrict recovery of separate direct losses, third-party claims, risk-and-cost expenditure, indemnified amounts or losses arising from a distinct breach. Nothing in this Clause shall limit any right or remedy accrued before expiry or termination of the Contract.

ANNEXURE 'I' | TERMS OF REFERENCE (TOR)

Sports Authority of India, (hereafter referred as "SAI") an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from qualified Firms to associate with SAI as Agency for end-to-end production & ready to broadcast feed for the various Khelo India Games.

2. About SAI

Sports Authority of India (SAI), under the aegis of Ministry of Sports & Youth Affairs has been entrusted with twin objectives of promoting sports and achieving sporting excellence at the National and International level. SAI has played a significant role in shaping India's sports development by providing training to elite athletes and at the same time operating a number of schemes for identification and development of young talent. Through its sports promotional schemes, SAI supports and nurtures talent amongst youth, and provides them with requisite infrastructure, equipment, coaching facilities, and competition exposure. In addition to promote sports, SAI has also been a key in promoting awareness among general public on adopting a fit and healthy lifestyle. Khelo India are the programmes been implemented with the abovementioned objectives.

3. About Khelo India

Khelo India aims at strengthening the entire sports ecosystem to promote national objectives of sports development, which includes playfield development; community coaching development; promotion of community sports; establishment of a strong sports competition structure at both school and university level as also for rural / indigenous sports, sports for persons with disability and women sports; filling up of critical gaps in sports infrastructure, including creation of hubs of sports excellence in select universities; talent identification and development; support to sports academies; implementation of a national physical fitness drive for school children; and sports for peace and development. An integral part of the Khelo India Scheme is the various Khelo India Games, the flagship sports events for helping develop the nation's elite athletes.

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

4. Overview of the Khelo India Games

Launched in 2017–18 by the Ministry of Youth Affairs & Sports, the Khelo India Scheme is the flagship Central Sector Scheme designed to fulfil dual objective of promoting mass sports participation and achieving sporting excellence across India. By harnessing the cross-cutting power of sports, the initiative aims to build a robust sports culture nationwide.

Below is a detailed overview of the various verticals, editions, participation metrics, and sports disciplines under the Khelo India umbrella.

A. Khelo India Youth Games (KIYG)

The Khelo India Youth Games focuses on grassroots talent identification, so far 7 editions have been successfully conducted.

Participation & Format: Draws approximately 6,000+ athletes from various States and UTs. The event spans roughly 12 days, encompassing an opening ceremony, competitive events, and a closing ceremony.

Sports Disciplines:
Archery, Athletics, Badminton, Basketball, Boxing, Football, Gymnastics, Hockey, Judo, Kabaddi, Kho-Kho, Shooting, Swimming, Volleyball, Weightlifting, Table Tennis, Tennis, Cycling, Fencing, Thang-ta, Gatka, Kalarippayattu, Mallakhamb, Yogasana, Rugby, Sepak Takraw, Lawn Ball, Handball, Rowing, Kayaking and Canoeing, and Squash.

B. Khelo India University Games (KIUG)

Targeting higher education institutions, so far 5 editions of the University Games have been conducted.

Participation & Format: Features roughly 4,000+ athletes across a 12-day window, inclusive of opening and closing ceremonies.

Sports Disciplines:
Archery, Athletics, Badminton, Basketball, Boxing, Fencing, Football, Hockey, Judo, Kabaddi, Swimming, Table Tennis, Tennis, Volleyball, Weightlifting, Wrestling, Rugby, Yogasana, Mallakhamb, Shooting, Karate, Rugby, Rowing, Cycling, Kayaking & Canoeing, and Beach Volleyball.

C. Khelo India Para Games (KIPG)

Dedicated to empowering para-athletes, so far 2 editions have been conducted.

Participation & Format: Witnessed participation from 1,300+ athletes from States and UTs. The event runs for approximately 8 days.

Sports Disciplines: Features specialized adaptive categories including Para Archery, Para Athletics, Para Badminton, Para Powerlifting, Para Shooting, Para Table Tennis, and CP Football.

D. Khelo India Winter Games (KIWG)

KIWG provides a structured platform for winter sports disciplines, so far 6 editions have been successfully organized.

Participation & Format: Features approximately 1000+ athletes from States and UTs
Sports Disciplines: Ice Hockey, Ice Skating, Ski Mountaineering, Alpine Skiing, Snowboarding, and Nordic Skiing.

E. Khelo India Beach Games (KIBG)

KIBG provides a structured platform for beach games, 2 editions have been organized so far.

Participation & Format: Witnessed participation from 700+ athletes from States and UTs.

Sports Disciplines: Beach Soccer, Beach Volleyball, Sepak Takraw, Beach Kabaddi, Pencak Silat, and Open Water Swimming.

F. Other Khelo India Games

i. Khelo India Water Sports Festival

Event Details: 1st edition conducted in Srinagar, Jammu & Kashmir (21^st – 23^rd August, 2025).

Participation & Scope: Attracts 700+ athletes nationwide over a fast-paced 3-day window.

Sports Disciplines: Canoeing, Kayaking, and Rowing.

ii. Khelo India Tribal Games

Event Details: Inaugural edition conducted in Chhattisgarh (25th March – 3rd April, 2026) across 3 cities Raipur, Jagdalpur, & Surguja.

Participation & Scope: Engages 1,500+ athletes from various States and UTs across 10 days. Sports Disciplines: Athletics, Weightlifting, Archery, Swimming, Hockey, and Football.

iii. Khelo India North East Games (Upcoming)

Event Details: Planned for March – April 2027 (Tentative).

Participation & Scope: Projected to host 3,000+ athletes from North-Eastern States over a 10-day period.

Sports Disciplines (Tentative): Archery, Athletics, Badminton, Boxing, Basketball, Football, Judo, Swimming, Table Tennis, Tennis, Volleyball, Weightlifting, Wrestling, and Wushu (14 sports).

5. Objectives of the Assignment:

SAI intends to appoint, through this RFP, a technically competent and experienced Production House (the "Agency") to provide end-to-end production services and deliver a neutral, high-quality, international-standard, ready-to-broadcast feed of the various Khelo India Games across multiple venues and sporting disciplines. The selected agency shall have no right to broadcast, distribute, monetise, sub-license, commercially exploit, or otherwise use the content produced under this RFP, and all such rights shall remain reserved with the SAI, which may separately appoint one or more authorised partners for onward telecast, streaming, transmission, or distribution of the feed.

All work must meet the standards, scale and obligations defined by the Sports Authority of India (SAI).

6. Scope of Services

6.1. Events Covered & Duration

The selected Production Agency shall be responsible solely for host broadcast production and delivery of the prescribed live programme feed and associated production outputs for the following events. The Production Agency shall not undertake telecast, streaming, carriage, distribution, media-rights exploitation, sponsorship sales, advertising sales or monetisation.

Sr. No.	Event	No. of days
1	Khelo India Youth Games (KIYG)	12
2	Khelo India University Games (KIUG)	12
3	Khelo India Para Games (KIPG)	7
4	Khelo India Winter Games (KIWG) (1st Leg + 2nd Leg)	11
5	Khelo India Games*	3
6	Khelo India Games*	6

Sr. No.	Event	No. of days
	Total	51

*Note:

- In addition to the above 4 Games, there is a buffer for production of Khelo India Games with a duration of 3 days and 6 days within a financial year.
- The names or nomenclature of the Khelo India Games indicated above are tentative and may be modified by SAI during the Contract Period. The Production Agency shall provide the required services for such Games in accordance with the scope and terms of the Contract, and such change in nomenclature shall not, by itself, affect its contractual obligations or entitle it to any additional compensation.
- The above events shall collectively constitute one (1) Game Cycle, comprising tentatively six (6) Khelo India Games. The occurrence of a Game Cycle is not necessarily restricted to one cycle in a financial year; accordingly, more than one edition/cycle may be conducted in a year, depending upon the SAI event calendar.
- Accordingly, the Production Agency shall be required to provide production services for up to eighteen (18) Khelo India Event during the initial Contract Period of three (3) years. In the event of extension of the Contract for the fourth and fifth years, the requirement may extend up to an aggregate of thirty (30) Events over the entire five-year period. The number and timing of events may vary from year to year based on SAI's requirements and shall be subject to variation in accordance with Clause 32.2 of this RFP.
- Any Khelo India Game not specifically listed in this RFP but included by SAI during the Contract Period shall be undertaken by the Production Agency on the same terms and conditions of the Contract. Payment for such Game shall be determined based on the accepted quoted rate for a comparable Game of similar duration and scope. Where no directly comparable Game is available, the rate shall be determined on a pro-rata basis with reference to the closest comparable quoted Game, as decided by SAI, and the Production Agency shall be bound by such determination.

6.2. Production Scale & Live Coverage Requirements

6.2.1. Youth & University Games (KIYG & KIUG)

The Production Agency shall ensure the following production coverage and outputs throughout the event period:

6-7 hrs / day Total production output, of which a minimum of 5 hours must be live	**3–5** games / day Minimum live games per day, from up to 3 cities. Rest of the games will be recorded through ENG Programming.

6.2.2. Other Khelo India Games: (KIPG, KIWG, KIBG & other KI Games)

Applies to KIPG, KIWS, KIBG, KITG, KISW, KIMAG and KINEG.

5 6 hrs / day Minimum production output, of which a minimum of 4 hours must be live	**50%+** of games Minimum share of games live, from up to 2 cities

ENG Remaining games covered via ENG setup

Live-hour obligations apply only if equivalent live content is available on that day.

6.3. Production Kits & Deployment

6.3.1. Minimum Production Kits

The Production Agency shall deploy the following minimum production resources:

Event	Full production kits	Roving ENG kits	Crew
KIYG and KIUG	3	2	Per kit
Other games	1	1	Per kit

The deployed equipment and manpower shall be sufficient to meet all live production, recording, highlights generation, and transmission requirements. The above is the minimum requirement, the agency if desires can deploy more than the prescribed kits, however, the same shall be without any additional financial implication to SAI

6.3.2. Scheduling

The production schedule will be mutually aligned between SAI and the Production Team, based on venues and sport calendars.

6.4. Technical & Broadcast Specifications

6.4.1. Camera & Equipment

- Each live kit must include:
- 75X lenses
- 40X lenses
- 22X lenses
- 14X lenses
- Fisheye cameras / goal cam
- Super Slow Motion (SSM)
- 120X cameras
- 1 × drone
- 1 × Jimmy Jib
- Minimum 24-channel MGH audio setup

6.4.2. Broadcast infrastructure

- EVS machines: 8-channel EVS per kit
- Feed delivery via encoder to the broadcast channel
- 1080i HD production output
- All production to be HD throughout the contract period

6.4.3. Roving kit

Each roving ENG kit must have 6 ENG cameras, allocated as 2 cameras per game.

6.4.4. Live graphics

The Production House must provide live graphics for every live game. Clips must also carry graphics.

6.5. Quality assurance

The Agency to ensure to:

- Produce a live and continuous broadcast feed of the Events and Ceremonies
- Incorporate replays, graphics, titles and slow motion
- Produce content compatible to distribute via:
  - Television (free and pay)
  - Digital and OTT platforms
  - Social media
  - Live, delayed, highlights and repeat formats
- Content may be produced in English, Hindi and other Indian languages.

6.6. Highlights, clips and non-live coverage

Mandatory deliverables:

Deliverable	**Quantity**	**Frequency**
Daily highlights, 30 minutes	1	Per match day
Highlights, 30 seconds each	5	Per game
Key-moment clips, 60 seconds each	10	Per game
Opening Ceremony feature, minimum 10 minutes	1	Included in Highlights

Non-live games are to be covered through clips and inserted into live feeds.

6.7. Ceremonies and ancillary content

The Agency shall:

- Produce the Opening and Closing Ceremonies of all Events
- Produce interviews, bites, promos, ad-films and feature stories
- Hold complete editorial and production responsibility

6.8. Branding, logos and compliance

- Mandatory insertion of a dynamic logo at top.
- The logo alternates between the Composite Event Logo and the Khelo India Logo
- Only SAI-approved Composite Logos to be used

No alteration or partial usage of Khelo India branding is permitted.

6.9. Access to players and data

SAI shall provide access to:

- Players, for interviews, promotions and ad shoots

- Training sessions and press conferences
- Use of player imagery and characteristics for promotion
- Fixtures, scores, statistics and real-time data

6.10. Commentators and presentation

Agency provides	**SAI provides**
• A panel of 6 qualified commentators, excluding backup • Minimum 5 years of experience across multiple sports • Commentators aligned and approved by SAI	• Training and orientation, 15 days prior • Rules docket and SOPs • Expert or coach support at the BCR, if required

6.11. Additional production

- The Agency may produce content beyond baseline obligations
- SAI reserves the right to produce additional feeds independently, if required

6.12. End-to-end responsibility

The selected Agency shall provide:

- A complete end-to-end production solution
- Delivery of Programme Feed, Clean Feed and Specified audio feeds at designated Feed Handover Point/Source/Station.
- Uplink, transmission and delivery to broadcasters
- Compliance with all technical, editorial and branding guidelines

6.13. Project Leadership

The Production Agency shall nominate a dedicated Project Lead possessing proven experience in planning, managing and delivering live sports productions of national stature.

6.14. Ownership of Production Outputs and Excluded Rights

All Work Product generated under the Contract, including programme and clean feeds, raw and edited footage, recordings, audio, graphics, photographs, metadata, source and editable files, project files, production masters and all other outputs, shall vest solely and exclusively in SAI, and the Agency shall have no right, title, interest or claim therein. The Agency shall hand over the complete Work Product to SAI without any additional financial implication beyond the Contract Price.

6.15. Feed Delivery to SAI-designated Broadcaster

- The Production Agency shall deliver the prescribed feed only to SAI, SAI media division and/or the broadcaster(s), public broadcaster, digital platform or transmission service provider(s) expressly designated by SAI.
- The Production Agency shall coordinate technical testing, signal acceptance and fault isolation with the designated broadcaster, but shall not negotiate carriage, revenue sharing, advertising, sponsorship or any commercial arrangement.
- Responsibility for onward telecast, streaming, distribution and audience delivery after acceptance at the Feed Handover Point/Source/Station shall rest with SAI's designated party.

6.16. End-to-End Production Responsibility up to Feed Handover Point

6.16.1. The Production Agency shall provide a complete production solution up to the designated Feed Handover Point/Source/Station, including all production manpower, equipment, software, transport, logistics, technical coordination, approved contribution links and delivery of the prescribed feeds. Onward telecast, streaming, distribution, audience delivery and commercial exploitation after acceptance at the Feed Handover Point/Source/Station are excluded.

Note:

a) The Games, venues, disciplines, competition schedules, number and duration of sessions, production days, deployment locations and operational requirements indicated in this RFP/TOR are tentative and may be revised by SAI based on the final sports programme, venue readiness and operational requirements. Such revisions shall not alter the specified minimum production outputs, live-hour requirements, technical specifications or baseline deliverables unless amended through the applicable contractual variation provisions.

b) **Scope Limitation:** The Production Agency's scope shall be limited to complete broadcast production and delivery of the prescribed Programme Feed, Clean Feed and audio feeds up to the designated Feed Handover Point/Source/Station. Public live streaming, telecast, uplinking, CDN/OTT operations and downstream distribution shall remain outside the scope of the Production Agency.

c) **Interface Responsibility:** The Production Agency shall coordinate with SAI and the separately appointed Streaming/Broadcasting Agencies for technical specifications, testing, signal acceptance and fault isolation. Responsibility for onward telecast, streaming and distribution after acceptance of the feed at the Feed Handover Point/Source/Station shall rest with SAI's designated agency, except where the downstream failure is directly caused by a defect in the feed supplied by the Production Agency.

d) The Production Agency shall, as directed by SAI, transfer or deliver the broadcast feed to one or more agencies selected or nominated by SAI for live broadcast, telecast, streaming or distribution, without any additional financial implication to SAI.

e) Game in this document signifies the Sports discipline (event).

ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

The following documents are to be submitted with the RFP. Upload online the scanned copies as per the instructions mentioned in Annexure X.

Sl. No.	Criteria	Document to be submitted online
I.	**General Documents**	
1.	**Authorized Signatory**	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder. (Sample Attached at Annexure-VI)
II.	**Pre-Qualification Documents: Criteria as Mentioned in Clause 1 of Annexure III.**	
1.	**Bid Security**	**Required Documents for EMD and Bid security as per clause 11 of RFP. In case of exemption, supporting document along with Bid Security declarations at Annexure - XIV**
2.	**Bid Submission Form**	**Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV.**
3.	**Legal Entity**	**Copy of Certificate of incorporation along with Permanent Account Number (PAN) and GST Certificate**
4.	**Bidders Credentials**	Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value.
5.	**Annual Turnover**	Copy of CA Certificate as per the format at Annexure-VIII
6.	**Net worth**	
7.	**Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments**	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
8.	**Fit and Proper Person**	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory at Annexure - XX.
9.	**Declaration for non-blacklisting**	Declaration of non-blacklisting as per Annexure-XV
10.	**DECLARATION As per GFR Clause 144 (xi)**	**DECLARATION As per format at Annexure-XVI.**
11.	**Integrity Pact**	The Integrity Pact, duly executed on non-judicial stamp paper of Rs. 100/-, signed and notarized as per the prescribed format at Annexure XVIII, shall be uploaded on the GeM portal as part of the technical bid. The original hard copies of the duly executed Integrity Pact shall be submitted by the successful bidder (L-1) after selection and prior to award of the contract." Note: Non-submission of the scanned copy of the Integrity Pact along with Technical Bid on GeM portal shall render the bid liable for rejection
12.	**Declaration for Local content**	Certificate regarding local content in line with DPIITs Guideline for Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments. **DECLARATION As per format at Annexure-XIX**
III.	**Evaluation Criteria Documents: Criteria as Mentioned in Clause 2 of Annexure III**	

Sl. No.	Criteria	Document to be submitted online
A	**Experience**	Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value.
B	**Team**	CVs as per format at Annexure IX. along with declaration regarding availability from the part of the resource Also upload the deployment plan as per **Annexure – XVII**
C	**Technical Presentation**	Copy of Technical presentation should be submitted along with the proposal in pdf format. SAI reserves the right to call the bidder(s) to formally present the same through online medium or in person
D	**Annual Turn Over**	Certificate by Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure VIII.
IV.	**Financial Bid**	
A	**Financial Bid**	As per format at Annexure XI, Price Bid Format. To be uploaded only in the Price Bid Section of GeM Portal. The value entered in the Price Bid Cell and total value derived from the format should match.

Note:
Wherever applicable, the above documents shall be used for evaluation purpose as well. 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. SAI reserves its right to demand for original documents as and when required. Nonproduction of original documents shall be considered as a material deviation and may render the cancellation of bid followed by consequences such as forfeiture for Bid amount/Performance security at the discretion of SAI.

ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA

1. **ELIGIBLITY CRITERIA**

S. No.	Parameter	Criteria
1.	Bid Security	The Bidder shall submit the bid security for amount is ₹ 1,85,00,000 as per clause 11 of RFP.
2.	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV.
3.	Legal Entity	Bidder should be a registered legal entity as on the date of submission of bid, a Legal Entity shall mean a company registered in India under the Companies Act, 1956 or 2013, Partnership Firm registered under the Limited Liability Partnership Act of 2008 or Indian Partnership Act, 1932 and Sole Proprietorship registered under any act/statutory authority. **Documents to be submitted:** Certificate of Registration/Incorporation(s) along with Copy of PAN Card and GST certificates
4.	Bidder's Credential	The Bidder should have successfully provided production services for at least Five (5) sporting events in India during the last seven (7) years ending on the Bid Submission Date, of which at least two (2) assignments shall pertain to Multi-Sport and/or Multi-Venue Sporting Events. Such assignments should have been undertaken for Central Government Ministries/Departments/State Government Departments/ Public Sector Undertakings (PSUs)/Autonomous Bodies/National Sports Federations or its affiliated units/Sports Promotion Organizations/Organising Committees/ private broadcasters/ broadcast rights holders or production agencies or as part of National or International Sporting Events conducted in India. **(Further, only those projects having a contract value of INR 2 Crore or above shall be considered for evaluation of the Bidder's credentials. Any project with a contract value less than INR 2 Crore shall not be taken into account for the purpose of meeting the eligibility criteria)** • Documents to be submitted: Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value. **In case the work was awarded by a private entity, the Bidder shall additionally submit the corresponding TDS Certificate(s) as mandatory documentary evidence**.
5.	Turnover	The Bidder must have an average annual turnover of at least INR 92.5 crore over the last three (3) financial years ending on 31st March 2026 (or 31st March 2025, in case audited statement for the financial year 2025-26 has not been finalized). **Note:** Certificate by Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure VIII.
6.	Net worth	The Net worth of Bidder firm should not be negative as on 31st March 2026 and should not have eroded by more than 30% in the last 3 years ending on 31st March 2026 (or 31st March 2025, in case audited statement for the financial year 2025-26 has not been finalized)

7.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
8.	FIT and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document at Annexure - XX
9.	Declaration for Non-Blacklisting	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory at Annexure- XV
10.	DECLARATION As per GFR Clause 144 (xi)	DECLARATION As per format at Annexure-XVI.
11.	Integrity Pact	The Integrity Pact, duly executed on non-judicial stamp paper of Rs. 100/-, signed and notarized as per the prescribed format at Annexure XVIII, shall be uploaded on the GeM portal as part of the technical bid. The original hard copies of the duly executed Integrity Pact shall be submitted by the successful bidder (L-1) after selection and prior to award of the contract." Note: Non-submission of the scanned copy of the Integrity Pact along with Technical Bid on GeM portal shall render the bid liable for rejection
12.	Declaration for Local content	DECLARATION As per format at Annexure-XIX.

Note:

Note: MSEs (under relevant category) and verified Startups (under relevant field) will be given exemption only for criteria as mentioned at S. No. 1, 3 and S.No. 5 above, upon submission of the relevant notification(s) along with required documents.

2. **EVALUATION CRITERIA**

The technical bid of each eligible Bidder shall be evaluated in accordance with the following methodology:

#	CRITERIA	Max. Marks
A	**Experience**	**60**
A1	**Multi Sporting/Venue Event Experience:** Number of assignments involving production of multi-sport and/or multi-venue sporting events, each having a minimum duration of five (5) consecutive event days and a minimum contract value of ₹2 crore, successfully executed in India for Central Government Ministries/Departments/State Government Departments/ Public Sector Undertakings (PSUs)/Autonomous Bodies/National Sports Federations or its affiliated units /Sports Promotion Organizations/Organising Committees/ private broadcasters/ broadcast rights holders or production agencies or as part of National or International Sporting Events conducted in India, during the last seven (7) years ending on the Bid Submission Date. ● 5 marks per assignment **Note:** ● Projects where the bidder was the lead or sole member of the contract will only be considered. ● Only Completed and/or substantially completed (at least 80% payments received) assignment shall be considered. ● extension, if any, in the contracts will be considered as part of the original contract ● maximum of 5 assignment shall be evaluated ● Documents for evaluation: Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value. **In case the work was awarded by a private entity, the Bidder shall additionally submit the corresponding TDS Certificate(s) as mandatory documentary evidence.**	**25 Marks**
A2	**Sporting Experience:** Number of assignments involving production of single-sport events, each having a minimum contract value of ₹2 crore, successfully completed in India during the seven (7) years preceding the Bid Submission Date, for Central Government Ministries/Departments/State Government Departments/ Public Sector Undertakings (PSUs)/Autonomous Bodies/ National Sports Federations or its affiliated units/Sports Promotion Organizations/Organising Committees/ private broadcasters/ broadcast rights holders or production agencies or as part of National or International Sporting Events conducted in India. ● 5 Assignments: 8 Marks ● >5 and upto 7 Assignments: 12 Marks ● >7 and upto 9 Assignments: 16 Marks ● 10 or more assignments: 20 Marks **Note:** ● Projects where the bidder was the lead or sole member of the contract will only be considered. ● Only Completed and/or substantially completed (at least 80% payments	**20 Marks**

	received) assignment shall be considered. • extension, if any, in the contracts will be considered as part of the original contract • Documents for evaluation: Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value. **In case the work was awarded by a private entity, the Bidder shall additionally submit the corresponding TDS Certificate(s) as mandatory documentary evidence**.	
A3	**Turn Over:** Average annual turnover of the firm within the last three Financial Years (FY 2022-23, FY 2023-24, FY 2024-25) • > 92.5 Crore and up to 120 Crore: 8 marks • > 120 Crore and up to 150 Crore: 10 marks • > 150 Crore and up to 180 Crore: 12 marks • >180 crore: 15 marks Note: Certificate by Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure VIII.	**15 MARKS**
B	**Quality of Proposed Team (***SAI shall assess the proposals based on the qualifications and experience, if required, personal interaction with the proposed team members may be carried out*)	**10**
B.1	**Project Lead:** **Experience of the Proposed Project Lead in managing and/or producing Multi-Sport and/or Multi-Venue Sporting Event Production Assignments in India and/or abroad during the last seven (7) years ending on the Bid Submission Date.** • 2 Marks per assignment Note: CV in attached Format	**10 MARKS**
C	**Production Methodology and Deployment Plan through Presentation**	**30**
C.1	**Assessment of the Bidder's proposed production methodology, deployment strategy, resource planning, coverage plan, redundancy arrangements, workflows for live and non-live coverage, content delivery mechanism, overall understanding of the assignment, and the suitability and experience of the proposed key resource, as assessed during interaction with the committee** Firm should ensure that the technical presentation must be submitted along with the technical bid. SAI at its sole discretion may award the marks upon calling for a Physical/Virtual Presentation or may award the said marks upon evaluating the presentation submitted as part of the Technical bid.	**30 Marks**
Total		**100**

Note:

1. Documentation required against each criterion is detailed in Annexure II.
2. The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead consultant by the Applicant's legal entity submitting the bid for this RFP.
3. Only the professional experience of the resources obtained after completion of the Graduation Degree shall be considered for evaluation.

ANNEXURE 'IV' | BID SUBMISSION FORM

To,
Sports Authority of India.

Sub: ***Selection of agency to provide end-to-end production & ready to broadcast feed for the various Khelo India Games.***

Dear Sir,

1. With reference to the RFP dated for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We_____, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement of agency to provide end-to-end production & ready to broadcast feed for the various Khelo India Games as per terms mentioned in this RFP.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree to keep our Bid valid for acceptance for 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
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the 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/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.
9. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
11. 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/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI.
b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
d. It is certified that the bidder is not directly to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
    a. They are members of a Hindu undivided family; or
    b. They are husband and wife; or
    c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

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

ANNEXURE 'V' | BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Bid") against the SAI's Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto Sports Authority of India, New Delhi110003 (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to SAI, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the SAI during the period of its validity: -

a) Fails or refuses to furnish the performance security for the due Performance of the contract.

or

b) Fails or refuses to accept/execute the Rate Contract.

We undertake to pay SAI up to the above amount upon receipt of its first written demand, without the SAI having to substantiate its demand, provided that in its demand SAI will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 90 days i.e., for 135 days (90 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

_____

(Signature of the authorised officer of the Bank)

_____

_____

Name and designation of the officer

_____

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

ANNEXURE 'VI' | POWER OF ATTORNEY (SAMPLE)

(Note- Board resolution in case of company)

Know all men by these presents, we, ... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of .....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with SAI 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, representing us in all matters before SAI, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, 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.

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 ....., 2026.

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 100 (Hundred) and duly notarized by a notary public.

ANNEXURE 'VII' | ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER

The following information should be provided in the format below for each Eligible Project for which Bidder was legally contracted by the respective Purchaser/Client of the Bidder stated as a single entity.

(i)	Assignment Name	
(ii)	Type of Project	
(iii)	Name, Contact No. & email of the Purchaser Representative:	
(iv)	Year in which Project took place	
(v)	Location of Project	
(vi)	Contract Value	
(vii)	Payment received	
(viii)	Narrative Description of the Scope of work of the assignment	
(IX)	Status of the assignment	

IMPORTANT:

1. Use separate sheet for each Eligible Project. Please mark each sheet as 1, 2, 3……. for each different project.

2. Please provide proof of eligible projects undertaken with a copy of Work Order + Completion Certificates/ payment proof of client to the extent of project cost/ certification from CA certifying receipt of payment to the extent of the project cost and in case of ongoing projects, at least payment of 80% of the project cost received till bid submission date along with satisfactory progress report of the project shall be submitted. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.

ANNEXURE 'VIII' | ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)	Net-worth (INR)
1.	**2022-23***		
2.	**2023-24**		
3.	**2024-25**		
4.	**2025-26***		

Certificate from the Statutory Auditor

This is to certify that the average turnover of the bidder from in the last three years is Rs. _____. (In words) and out of which the average annual turnover from the consulting assignments in the last three years is Rs. _____. (In words).

Further, The Net worth of Bidder firm is …… as on 31st March 2026 and the same has not been eroded by more than 30% in the last 3 years ending on 31st March 2026.

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 Bidder.

ANNEXURE 'IX' | FORMAT FOR CV

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

Education:

Name of Institution	**Degree Obtained (DD/MM/YY)**	**Year of Obtainment (DD/MM/YY)**

Countries of work experience:

Employment Record

Name of Organisation	**Position Held**	**Duration (DD/MM/YY)**

Total Work Experience (Relevant): ..... (in yy/mm/dd)

Brief Write-up of overall experience:

Work Experience:

Detailed Tasks Assigned	**Reference to Prior Work/Assignments that Best Illustrates Work Experience**
	Name of Assignment: **Year:** **Client:** **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 Purchaser.

Name of Expert/ Personnel **Signature** **Date**

Endorsement of HR Department/Head of Academic Department/Authorised Signatory Signing the Bid.

ANNEXURE 'X' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

Please refer to GeM Portal (https://gem.gov.in) for instruction on online bid submission.

ANNEXURE 'XI' |PRICE BID FORMAT

S. No.	Event	Tentative Event Days (A)	Kit Category	No. of Kits per Day (B)	Per-Day Rate per Complete Kit with Crew, excluding GST (₹) (C)	Amount excluding GST (₹) (D = A × B × C)	GST (%) (E)	GST Amount (₹) (F = D × E ÷ 100)	Total Amount including GST (₹) (G = D + F)
Initial Three-Year Contract Period									
1	Khelo India Youth Games (KIYG)	12	Full Production Kit with complete crew	3					
			Roving ENG Kit with complete crew	2					
2	Khelo India University Games (KIUG)	12	Full Production Kit with complete crew	3					
			Roving ENG Kit with complete crew	2					
3	Khelo India Para Games (KIPG)	7	Full Production Kit with complete crew	1					
			Roving ENG Kit with complete crew	1					
4	Khelo India Winter Games (KIWG) (1st Leg + 2nd Leg)	11	Full Production Kit with complete crew	1					
			Roving ENG Kit with	1					

			complete crew						
5	Khelo India Games*	3	Full Production Kit with complete crew	1					
			Roving ENG Kit with complete crew	1					
6	Khelo India Games*	6	Full Production Kit with complete crew	1					
			Roving ENG Kit with complete crew	1					
Total for One Cycle of Six Events						**H = Sum of D**		**I = Sum of F**	**J = Sum of G**
Total Bid Price for Initial Three-Year Contract Period						**K = H × 3**		**L = I × 3**	**M = J × 3**
Fourth Year (if extended)									
1	Khelo India Youth Games (KIYG)	12	Full Production Kit with complete crew	3					
			Roving ENG Kit with complete crew	2					
2	Khelo India University Games (KIUG)	12	Full Production Kit with complete crew	3					
			Roving ENG Kit with complete crew	2					
3	Khelo India Para	7	Full Production Kit with	1					

	Games (KIPG)		complete crew						
			Roving ENG Kit with complete crew	1					
4	Khelo India Winter Games (KIWG) (1st Leg + 2nd Leg)	11	Full Production Kit with complete crew	1					
			Roving ENG Kit with complete crew	1					
5	Khelo India Games*	3	Full Production Kit with complete crew	1					
			Roving ENG Kit with complete crew	1					
6	Khelo India Games*	6	Full Production Kit with complete crew	1					
			Roving ENG Kit with complete crew	1					
Total Bid Price for Fourth Year (if extended)						**N = Sum of D**		**O = Sum of F**	**P = Sum of G**
Fifth Year (if extended)									
1	Khelo India Youth Games (KIYG)	12	Full Production Kit with complete crew	3					
			Roving ENG Kit with complete crew	2					

2	Khelo India University Games (KIUG)	12	Full Production Kit with complete crew	3					
			Roving ENG Kit with complete crew	2					
3	Khelo India Para Games (KIPG)	7	Full Production Kit with complete crew	1					
			Roving ENG Kit with complete crew	1					
4	Khelo India Winter Games (KIWG) (1st Leg + 2nd Leg)	11	Full Production Kit with complete crew	1					
			Roving ENG Kit with complete crew	1					
5	Khelo India Games*	3	Full Production Kit with complete crew	1					
			Roving ENG Kit with complete crew	1					
6	Khelo India Games*	6	Full Production Kit with complete crew	1					
			Roving ENG Kit with complete crew	1					

Total Bid Price for Fifth Year (if extended)	**Q = Sum of D**		**R = Sum of F**	**S = Sum of G**
Total Contract Value for Five Years (including Fourth and Fifth Years, if extended)	**T = K + N + Q**		**U = L + O + R**	**V = M + P + S**

Note:

a) Taxes will be applicable as per existing government norms.
b) Bidder should consider all overhead costs (manpower, equipment, production, logistics, transportation, accommodation, insurance, statutory obligations, etc.) while quoting the Rate.
c) The Price Bid is to be uploaded in PDF format separately and shall not form part of the Technical Bid. Submission of the Price Bid as part of the Technical Bid shall result in rejection of the bid.
d) The quoted rate for each Kit Category shall be a per-day rate for one complete Kit with the complete crew and all associated deliverables specified in Annexure-I. Payment shall be based on the actual number of Kits deployed and the actual number of days of deployment, duly authorised and certified by SAI.

e) The names or nomenclature of the Khelo India Games indicated above are tentative and may be modified by SAI during the Contract Period. The Production Agency shall provide the required services for such Games in accordance with the scope and terms of the Contract, and such change in nomenclature shall not, by itself, affect its contractual obligations or entitle it to any additional compensation.
f) Any Khelo India Game not specifically listed in this Price Bid but included by SAI during the Contract Period shall be undertaken by the Production Agency on the same terms and conditions. The applicable payment shall be determined using the accepted per-day rates for the closest comparable listed Game and the actual number and category of Kits and deployment days authorised by SAI.

g) The Contract shall initially remain valid for a period of three (3) years from the date of commencement specified therein or until completion of eighteen (18) Khelo India Events, whichever is later, unless terminated earlier in accordance with the provisions of this RFP and the Contract. Subject to satisfactory performance of the Production Agency, and approval of the Competent Authority, SAI may, at its sole discretion, extend the Contract for the fourth year and thereafter for the fifth year, one year at a time, on the same terms and conditions and at the contracted rates. The Production Agency shall have no right or claim to any such extension, and non-extension of the Contract shall not entitle it to any compensation, damages or other claim. SAI shall retain the right to terminate the Contract, wholly or partly, in the event of unsatisfactory performance or on any other ground specified in the RFP or the Contract.
h) Financial evaluation and bidder ranking shall be based on the Total Bid Price for five (5) years, including GST. However, the Contract shall initially be awarded for three (3) years, with extension for the fourth and/or fifth year subject to the terms of the RFP and Contract. Evaluation on a five-year basis shall not confer any right to extension. If extended, the accepted game-wise per-day rates and applicable GST shall continue to apply in accordance with the RFP and Contract.
i) The bidder shall quote rates covering the complete scope of work and all associated deliverables specified in this RFP. No deviation from the prescribed scope or claim for additional payment for fulfilling such scope shall be entertained. Additional payment shall be admissible only for additional scope beyond that specified in this RFP, including but not limited to additional event days, approved in writing by SAI prior to execution. Such payment shall be at the applicable accepted rates quoted in the Price Bid; where no applicable rate is available, the rate shall require prior written approval of SAI before execution.
j) Payment shall be made only on the actual utilisation of the Kits with crew, and shall be calculated on a pro-rata basis at the applicable contracted per-day rate for the Kits with crew actually utilised. Where no feed is provided on any day on account of installation or uninstallation of Kits, payment for that day shall be deducted on a pro-rata basis, calculated at the applicable contracted per-day rate for the affected Kits with crew.

ANNEXURE 'XII' |- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

_____,

_____.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of Contract no_____ dated_____ for (description of services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the SAId contract that the supplier shall furnish you with a bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

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

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

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

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

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

.....

Name and designation of the officer

.....

.....

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

ANNEXURE 'XIII' |- DRAFT CONTRACT AGREEMENT FORMAT

Contract No_____ dated_____

This is in continuation to this office's Notification of Award No._____ dated _____

1. Name & address of the Agency: _____
2. SAI's Bidding Document/RFP No_____ dated_____ and subsequent Amendment No_____, dated_____ (if any), issued by the SAI.
3. Contractor's Bid No_____ dated_____ and subsequent communication(s) No_____ dated _____ (if any), exchanged between the Contractor and the SAI in connection with this Bid.
4. In addition to this Contract Agreement Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

(i) General Terms and Conditions of Contract as mentioned in above RFP
(ii) Scope of Services as mentioned in Terms of Reference of the RFP
(iii) Other Terms and Conditions of the RFP and Bid;
(iv) Bid Form furnished by the Contractor
(v) Price Schedule(s) furnished by the Contractor in its Bid;
(vi) SAI's Notification of Award

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of services which shall be performed/ provided by the agency are as under:

Schedule No.	Brief description of services	Total Charges	Period of contract	Total contract value

Taxes, if any _____

Total value (in figure) _____ (In words) _____

(ii) Period of contract:
(iii) Details of Performance Security:
(iv) Payment terms:

_____
(Signature, name and address of the SAI's authorised official)
For and on behalf of_____

Received and accepted this contract
_____
(Signature, name and address of the contractor's executive duly authorised to sign on behalf of the contractor)
For and on behalf of _____
(Name and address of the Contractor)
_____
(Seal of the Contractor)
Date: _____

Place: _____

ANNEXURE XIV |- Bid Securing Declaration

(To be submitted by bidder seeking EMD exemptions)

Bidder's Reference No._____ Date…….

To
SECRETARY
Sports Authority of India
Jawaharlal Nehru Stadium
(Gate No. 10), Lodhi Road
New Delhi-11003

Ref: Tender Document No…….. for ……..

Sir/ Madam,

We, the undersigned, solemnly declare that: We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in case the bidder is seeking EMD exemption.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

a) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
b) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
   i. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
   ii. Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:
   i. receipt by us of your notification
      (a) of cancellation of the entire tender process or rejection of all bids or
      (b) of the name of the successful bidder or

   ii. forty-five days after the expiration of bid validity any extension to it.

(Signature with date) ……..

(Name and designation)
Duly authorized to sign bid for and on behalf of…….
[name & address of Bidder and seal of company]
Dated on ……. day of …….. [insert date of signing]
Place……[insert place of signing]
DA:……

ANNEXURE 'XV' |- Format for Undertaking towards not being Blacklisted

I,_____ Authorized Signatory of M/s_____ hereby give undertaking that we, as a company are not black-listed by any Government Department/Regulatory body/CPSU/ PSU Banks/Autonomous Bodies/Statutory Bodies/ or any entity controlled by them under any Central/ State Govt/ PSU act/ rule or by National/ International financial institutions.

Further, if information furnished above stands false at any stage, we shall be completely liable for actions taken by SAI as per terms & conditions of the tender including disqualification and exclusion from future contracts/assignments.

(Signature of Authorized Signatory) Name:
Designation: Seal:

ANNEXURE XVI |- Format for Self-Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing) (to be printed in letter head)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, _____ (full names), do hereby declare, in my capacity as _____ of M/s _____ (name of bidder entity), that:

1) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 office memorandum (OM) No. F.18/37/2020-PPD Dt:08.02.2021, OM NO. F.12/1/2021-PPD (Pt) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021 and OM No.F.7/10/2021-PPD dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.

2) I certify that M/s _____ (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

3) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s _____ (name of bidder entity) is found to be false, this would be a ground for debarment and further legal action in accordance with law as per Clause 18 of Procurement Policy Division OM No.F.7/10/2021-PPD dated 23.02.2023.

AUTHORISED SIGNATURE: DATE: _____
Seal / Stamp of Bidder

ANNEXURE 'XVII' | DEPLOYMENT PLAN

The bidders are required to submit the deployment plan in below format:

Sl. No.	Name	Designation of the resource as per RFP
1		Project Lead -1

ANNEXURE 'XVIII' |- Integrity Pact

(Format of Integrity Pact)
PRE-CONTRACT INTEGRITY PACT

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made on ……..day of the month of …… 20.. between, on one hand, Sports Authority of India, hereinafter referred to as "The Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.
And

M/s_____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at ……..represented by Shri_____, hereinafter referred to as "The Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the Buyer proposes to procure _____ (Name of the work/ goods/ services) and the Bidder/Seller is willing to offer against NIT No_____, aforesaid proposal of the buyer.

WHEREAS the Bidder is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Buyer is an autonomous body under Ministry of Youth Affairs and Sports.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
Enabling the Buyer to obtain the desired said (goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
Enabling the Bidder(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

1.0 **Commitments of the buyer**

1.1 The Buyer undertakes that no official of the buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all the Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

1.3 All the officials of the buyer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the buyer with full and verifiable facts and the same is prima facie found to be correct by the buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the buyer the proceedings under the contract would not be stalled.

3.0 **Commitments of the Bidder(s)**

The Bidder(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.

3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 The Bidder(s) shall disclose the name and address of agents and representatives, and Indian Bidder(s) shall disclose their foreign principals or associates.

3.4 The Bidder(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/service provider/Production agencies engaged in generation of live feed/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Bidder(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the buyer has financial interest/stake in the Bidder(s)(s) firm, the same shall be disclosed by the Bidder at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The Bidder(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

4.0 **Previous Transgression**

4.1 The Bidder(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

4.2 The bidder agrees that if I make incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract , if already awarded, can be terminated for such reason.

5.0 **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the bidder shall deposit an amount …… (to be specified in RFP) as Earnest Money/Security Deposit, with the Buyer through any of the following instruments:

i. Bank Draft or Pay Order in Favour of……..
ii. A confirmed guarantee by an Indian Nationalized bank, promising payment of guarantee sum to the buyer on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the buyer shall be treated as conclusive proof of payment
iii. Any other mode or through any other instrument (to be specified in the RFP)

5.2 The Earnest Money/Security Deposit shall be valid for a period of forty-five (45) days beyond the validity period of the bid i.e., upto 135 days (90 + 45 Days).

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6.0 <u>Sanctions for Violations</u>

6.1 Any breach of the provisions of this Pact by the BIDDER or by any person employed by it or acting on its behalf shall entitle the BUYER, **without prejudice to any other rights or remedies available under law**, to take **one or more** of the following actions, as may be considered appropriate by the BUYER, depending upon the nature and gravity of the breach:

i. To immediately call off the pre-contract negotiations without assigning any reason and without any liability to pay compensation to the BIDDER. Proceedings with other bidder(s), if any, may continue.
ii. To forfeit the Earnest Money Deposit (at the pre-contract stage) and/or the Security Deposit/Performance Security (after execution of the Contract), either in full or in part, **commensurate with the nature and extent of the breach or loss caused**, as determined by the BUYER.
iii. To cancel or terminate the Contract, if already executed, with immediate effect and without any liability to pay compensation to the BIDDER, **except for goods supplied or services rendered and duly accepted prior to such termination**, unless the breach relates to fraud, corruption, misrepresentation, or suppression of material facts.
iv. To recover all sums already paid by the BUYER to the BIDDER under the Contract, together with interest:
    - In the case of an Indian BIDDER, at a rate **2% higher than the prevailing SBI External Benchmark Lending Rate (EBLR)**; and
    - In the case of a foreign BIDDER, at a rate **2% higher than a widely accepted international benchmark rate such as SOFR/ EURIBOR**, from the date of payment till the date of recovery.
v. If any outstanding payment is due to the BIDDER from the BUYER under any other contract, the same may be adjusted or set off against the amounts recoverable under this Pact.
vi. To invoke and encash the Advance Bank Guarantee and/or Performance Security/Warranty Bond furnished by the BIDDER in order to recover the amounts paid by the BUYER along with applicable interest.
vii. To cancel or rescind all or any other contract(s) entered into by the BIDDER with the BUYER, where such contracts are connected or related to the breach, and to recover compensation for any loss or damage suffered by the BUYER as a result thereof. The BUYER shall be entitled to deduct such amounts from any monies payable to the BIDDER.
viii. To debar the BIDDER from participating in future bidding processes of the Government of India, Ministries, Departments, or Public Sector Undertakings for a **minimum period of three (3) years**, extendable up to **five (5) years**, **after following due process including issuance of a show-cause notice and affording the BIDDER a reasonable opportunity of being heard**.
ix. To recover from the BIDDER all sums paid by it to any agent, intermediary, broker, or middleman in violation of this Pact with a view to securing the Contract.
x. In cases where irrevocable Letters of Credit have been received or are proposed to be opened in respect of any Contract, to withhold opening, negotiation, or operation of such Letters of Credit to the extent permissible under applicable banking norms and law.

xi. To forfeit the Performance Security in whole or in part for violation of this Pact, **in accordance with Clause 6.1(ii)**.

6.2 The BUYER shall also be entitled to take any or all actions specified in Clause 6.1 (i) to (x) above in the event of commission by the BIDDER or by any person employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of any offence as defined under **Chapter IX of the Indian Penal Code, 1860**, the **Prevention of Corruption Act, 1988**, or any other statute enacted for the prevention of corruption.

6.3 The decision of the BUYER that a breach of the provisions of this Pact has been committed by the BIDDER shall be **final and binding**, subject to applicable law. However, the BIDDER shall have the right to approach the **Independent External Monitor(s) (IEMs)** appointed for the purposes of this Pact, in accordance with the procedure prescribed.

7.0 **FALL CLAUSE**

7.1 The BIDDER undertakes and warrants that it has not supplied and shall not supply **identical or substantially similar product(s), system(s), or sub-system(s)**, under comparable terms and conditions, to any Ministry/Department of the Government of India or any Public Sector Undertaking at a price lower than that offered in the present bid.

7.2 In the event it is found at any stage that the BIDDER has supplied or is supplying such identical or substantially similar product(s), system(s), or sub-system(s) at a lower price, then such lower price, **after adjusting for differences in scope, quantities, taxes, duties, delivery terms, and with due allowance for elapsed time**, shall be applicable to the present Contract.

7.3 If the Contract has already been concluded, the BIDDER shall refund the difference in price to the BUYER within the stipulated time, failing which the BUYER shall be entitled to recover the same in accordance with law.

8.0 **Independent Monitors:**

8.1 The Buyer has appointed Independent Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission:

i. Sh. Janak Digal,
Plot No. 1B/2, Sector-l1, CDA,
Markat Nagar, Cuttack,
Odisha - 753015
M. No. 09971116084
Email: janakdigal85@gmail.com

ii. Sh. P Mallikharjuna Rao, IFOS(Retd)
72, Prashasan Nagar,
Jubileehills, Hyderabad
M. No – 9440576170
Email: pmkrao72@gmail.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the authority designated by the Buyer.

8.6 The Bidder(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.

8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated authority of the Buyer/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

9.0 **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Buyer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10.0 **Law and Place of Jurisdiction:**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer.

11.0 **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12.0 **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13.0 The Parties hereby sign this Integrity Pact as part of the contract at_____on_____

(Buyer)	(Bidder)
(Office Seal)	(Office Seal)
Place :…….. Date:…….	Place :…….. Date:…….
Witness 1: ,,,

ANNEXURE 'XIX' |- Format for MII declaration

Self-Certification under preference to Make in India order Certificate

1. In line with Government Public Procurement Order No. P-45021/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s_____ are local suppliers and the offered item having local content of _____% (excluding Net Domestic Indirect Taxes, Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC etc.) as defined in above orders for the material against Tender/Bid No._____ Dated _____

2. Details of location at which local value addition will be made as follows:
_____

3. We also understand, false declaration will be breach of the code of integrity under the rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as maybe permissible under law.

Thanking You

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

ANNEXURE 'XX' |- FIT AND PROPER PERSON (To be printed on Letter Head)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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:

a. Financial integrity of the Bidder.
b. Ability of the Bidder to undertake all obligations set out under this RFP.
c. Absence of convictions or civil liabilities against the Bidder.
d. Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment is still existing.
e. Absence of any disqualification as specified below:
    - 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.

Thanking You

_____

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)