

Rajasthan State Kabaddi Association (RSKA)

REQUEST FOR PROPOSAL FOR

HIRING ORGANISATION TO OWN AND OPERATE

KABADDI LEAGUE FOR MEN UNDER AUSPICES OF RSKA

Date of Release: 28.01.2023

Last date of Submission: 06.02.2023 (05:00 PM)

Rajasthan State Kabaddi Association
2, Aakanksha, Ajmer Road, Jaipur – 302 021

DISCLAIMER

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

1. INTRODUCTION

The RSKA initiated KABADDI LEAGUE FOR MEN aims at strengthening the entire Kabaddi ecosystem to promote the twin objectives of mass participation and promotion of excellence in Kabaddi, particularly Senior Men. It has been introduced to strengthen Kabaddi culture in Rajasthan at the grass-root level by building a framework for Kabaddi, a sport of Indian origin.

RSKA KABADDI LEAGUE FOR MEN

With sports being an extremely important component for development in Rajasthan, RSKA aims to create the league as a self-sustaining model of excellence. A step ahead to this long-term aim can be achieved with the continuous support from corporate and businesses.

The RSKA invites only partners interested to run the KABADDI LEAGUE FOR MEN at least for ten editions of the event spread over 10 years. With the intent to renew the contract at the end of every 10 year period with a priority offered to the current owner of the league. If Winning bidder of this tender does not intend to continue at the end of any ten year period then a fresh tender can be floated by the RSKA.

The rights to run the mens kabaddi league will not be withdrawn by RSKA under any circumstances other than if the winning bidder is legally disqualified to being a going concern

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

2. BID SCHEDULE

The Bid Schedule is as follows:

Date of Release	28.01.2023
Bid Submission start date	28.01.2023
Bid submission end date and time	06.02.2023 (05:00 PM)
Opening of Bids	07.02.2023 (11:00 AM) at RSKA office

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

3. ELIGIBILITY CRITERIA

This is a BID floated to grant the Ownership and Organisation Rights which include and is not limited to Sponsorship Rights and Media Rights including Social Media against a Royalty Payment to RSKA for any eligible Individual or Firm or Company with sound financial background.

4. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

4.1 The Bidder shall furnish along with its Bid, Bid Security for an amount of INR 100,000.00 (Rupees One Lakh only)

4.2 The Bid Security is required to protect RSKA against the risk of the Bidder's unwarranted conduct as amplified under subsequent sections below. Non-submission of bid security will be considered as major deviation. Bid for the project without Bid Security will not be considered.

4.3 Bid security must be submitted to RSKA along with the bid.

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

- a. Account Payee Demand Draft
- b. Banker's cheque
- c. Any online acceptable method (NEFT/RTGS) as per the following details (the bidder has to submit a copy of UTR No. in case the transaction is done by this method);

A/C NAME: Rajasthan State Kabaddi Association

BANK NAME: Punjab National Bank

BANK BRANCH: Ajmer Road Jaipur

ACCOUNT No. 04182010018880

IFSC CODE: PUNB0041810

4.5 Demand Draft / Bankers Cheque from scheduled commercial bank drawn in favour of "Rajasthan State Kabaddi Association" payable at JAIPUR (Rajasthan) should accompany the Bid.

4.6 The Bid Security will be refunded to unsuccessful Bidders without interest within 30 days from the date of opening of the bid.

4.7 The EMD can be forfeited if an Winning Bidder:

- a. Withdraws or amends or impairs or derogates its bid during the period of bid validity.
- b. Fails to accept orders issued in its favour for execution, and / or violates the terms and conditions of the contract after submission of the bid.
- c. Successfully gets qualified, but fails to sign the contract within the stipulated time.

d. Without prejudice to other rights of RSKA, if it fails to furnish the required Performance Security within the specified period.

5. BID VALIDITY

5.1 The Bid is for one event of RSKA KABADDI LEAGUE FOR MEN to be conducted in FY 2022-2023 as per mutually agreed dates between the successful bidder and RSKA.

5.2 The venue will be decided on mutually agreed Place and venue between the successful bidder and RSKA. Approximate days of the event will be 20 to 35 days. Tentative teams will be 8 each team comprising of 14 players + 1 Coach + 1 manager totaling 16 persons in all. Approximate matches should be 50-100.

6. SIGNING OF BID

6.1 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to sign by his/her firm or company. A resolution of such intent be attached to the bid form CLARIFICATION OF BID

7. INSTRUCTIONS TO APPLICANTS

7.1 Proposal preparation cost

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

7.2 Right to accept and reject any or all the Proposals

- Notwithstanding anything contained in this BID, RSKA reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason
- RSKA reserves the right to reject any Proposal if:
 - At any time, a material misrepresentation is made or discovered, or
 - The Applicant does not adhere to the formats provided in the Annexure(s) to the BID while furnishing the required information / details.

7.3 Data identification and collection

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

Preparation and submission of Proposals

7.4 Language and currency

- The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicants with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).
- Applicants should provide all the information as per the BID and in the specified formats. RSKA reserves the right to reject any Proposal that is not in the specified formats.
- In case the Applicants intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed.

7.5 Submission of bid/Proposal

- The Bid / Proposal with all documents should be sent by post or by Hand so as to reach RSKA Office – 2, Aakanksha, Ajmer Road, Jaipur – 302 021 on or before last date and time. Bids received late will not be entertained.

7.6 Withdrawal and resubmission of Proposal

- At any point of time, an Applicant can withdraw his / her Proposal submitted before the Proposal Due Date By informing RSKA in writing.
- From the time the Proposals are opened to the time the contract is awarded, if any Applicant wishes to contact the RSKA, on any matter related to their Proposal it should do so in writing. Any effort by the Applicants to influence any officer or bearer of the RSKA in the Proposal evaluation or contract award decisions may result in the rejection of the Applicant's Proposal.

7.7 Opening of Proposals

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

8. AWARD OF CONTRACT

- RSKA reserves the right to accept / reject a bid, to cancel / abort the BID process and / or reject all bids at any time prior to award of contract, without thereby incurring any liability to the empanelled

agencies on the grounds of such actions taken by RSKA.

- RSKA shall award Contract to the best long term partner with commitment to create a long term successful and sustainable Men's Kabaddi League in Rajasthan.

9. PERFORMANCE SECURITY

The Successful bidder will deposit 50% of the Bid Amount within 15 working days to RSKA by way of Demand Draft / Bankers Cheque or RTGS failing which the EMD of the Bidder will be forfeited.

10. INTELLECTUAL PROPERTY

The bidder must ensure that all intellectual property of RSKA including but not limited to RSKA logo, creative's any work, brand name, trade name, service mark, trademark etc., related to RSKA shall belong to RSKA. In no event, the Winning Bidder shall, either directly or indirectly, register, file or attempt to register or file any such intellectual property in its own name.

The winning bidder may name the Mens Kabaddi League with any name deemed appropriate by them, with the explicit written approval from RSKA. Winning Bidder may use the RSKA Logo only for the intended purpose of naming themselves as Owners of the Mens Kabaddi League. RSKA will not lay any claim to the Intellectual property owned by the Winning Bidder at any point during or after the duration of this agreement.

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

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

Bidder undertakes and confirms that it shall comply with all requisites, laws and regulations, necessary insurances, that are required to be complied with for conducting the event. Winning Bidder shall keep RSKA indemnified and hold RSKA harmless from any and all claims including claims for infringement, losses, demands, damages, costs, charges, expenses that may prejudice RSKA's interests and benefits, in any way whatsoever.

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

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

11. PENALTY CLAUSE

11.1 If the bidder fails to submit the 100% of the bid fee within the stipulated 7 working days after signing of agreement or 15 days before the event whichever is later, a penalty of 0.25% per day will be levied on the 100% of the BID value up to a period of 7 days, if the remaining BID amount is not paid, after the expiry of 14 days beyond the stipulated period for paying the same or start of the event whichever is later the BID rights will be withdrawn as per the terms and conditions of the agreement, and amount so far paid to RSKA including EMD will be forfeited. RSKA will have right to allot it to any other one.

11.2 RSKA shall be entitled to terminate this contract immediately upon a written notice, in case the Winning Bidder is in material breach and/or fail to fulfill its obligations as promised under this agreement provided Winning Bidder fails to remedy such breach within 5 days upon notification of the breach.

11.3 Any dispute or difference arising between Winning Bidder and RSKA shall be mutually resolved through amicable discussions failing which a sole arbitrator as mutually appointed by both the parties, arbitration proceedings would be held under the provisions of Arbitration and Conciliation Act, 1996 as amended. The procedure and fee of the Arbitrator shall be in accordance with prevailing policies and procedures of RSKA. Any dispute / differences not being the subject matter of such arbitration shall be subject to the jurisdiction of the Courts of Law at Jaipur only, as per governing laws.

12. MINIMUM BID FEE

S. No.	Description	Royalty Amount In figures and words	Taxes as applicable
1.	RSKA KABADDI LEAGUE FOR MEN (FY 2022-2023)	Rs. 5,00,000.00 (Rs. Five Lakh Only)	To be paid by the Bidder as applicable

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

Annexure I
BID FORMAT

To: The President,
Rajasthan State Kabaddi Association
2, Aakanksha, Ajmer Road, Jaipur – 302 021

Sub: Commitment letter regarding Royalty for RSKA KABADDI LEAGUE FOR MEN FOR TEN YEARS

S. No.	Description	Royalty Amount In figures and words	Taxes
1.	RSKA KABADDI LEAGUE FOR MEN YEAR 1		To be paid by the Bidder as applicable
2.	RSKA KABADDI LEAGUE FOR MEN YEAR 2		
3.	RSKA KABADDI LEAGUE FOR MEN YEAR 3		
4.	RSKA KABADDI LEAGUE FOR MEN YEAR 4		
5.	RSKA KABADDI LEAGUE FOR MEN YEAR 5		
6.	RSKA KABADDI LEAGUE FOR MEN YEAR 6		

7.	RSKA KABADDI LEAGUE FOR MEN YEAR 7		
8.	RSKA KABADDI LEAGUE FOR MEN YEAR 8		
9.	RSKA KABADDI LEAGUE FOR MEN YEAR 9		
10.	RSKA KABADDI LEAGUE FOR MEN YEARN 10		

Note:

- a. No conditions should be attached to the proposal.
- b. The amount should be quoted in both figure and words. In case of discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words shall be considered as final price.
- c. If any bidder does not quote for all years, the bid will not be treated as responsive.

Signature & Seal of the Bidder:

Address:

Email Id:

Mobile No. of Contact Person

Date:

Annexure II

A. RESTRICTED PRODUCT CATEGORIES

The following product categories shall be restricted for any kind of association with **RSKA KABADDI LEAGUE FOR MEN (FY 2022-2023)**

1. Tobacco Products
2. Weapons and Explosives
3. Derogatory Personal, Political, and Religious Content
4. Spy Cams and Surveillance Equipment
5. Counterfeit Goods
6. Fake Documents
7. Adult Products and Services
8. Penny Auctions
9. Alcohol
10. Body Parts
11. Cannabis
12. Drug Tests and Exam-Taking Services
13. Fake Followers Services
14. Gambling
15. Hacking and Surveillance
16. Illegal Automobile Modification Products
17. Lottery
18. Multi-Level Marketing
19. Over-the-Counter Drugs
20. Politics
21. Recreational Drugs
22. Prescription Drugs
23. Rehab
24. Reproductive Health
25. Spyware and Malware
26. Unauthorized Set-Top Boxes
27. Unsafe Supplements
28. Binary Options
29. Any other category that RSKA on its sole discretion feels inappropriate to be included for Sponsorship.

Accepted as above

(Signature & Seal of the Bidder

Annexure III

Power of Attorney

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

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 , 2023

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 executants and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 50 (fifty only) or as per the applicable law and duly notarized by a notary public.

Annexure IV (Colly)

Please attach Certificate of Incorporation, MOA and AOA of company applying or of all consortium partners coming together to apply to Own and Operate the Men's Kabaddi League

Annexure V (Letter of Intent, Execution Plan)

Please attach a short note (on company letterhead) expressing a detailed plan of action to execute the mens Kabaddi league including but not limited to the following points

- Plan of action for the League
- Plan for including Team Owners, if so some Tentative Owners Names with signed EOI from any named party
- League Design, Structure: Number of - Teams, Matches, Days, Players/team
- Compensation plan for players, officials
- Selection process for players and explicitly support needed from Federation
- Business plan and Financial Plan for the league specifically demonstrating long term sustainability of the Men's League
- Proposed names for the League, any other proposed names for teams - no claims of IP infringement can be made on RSKA or any winning bidder on such submitted names unless they have been duly registered before submission of bid documents
- Prior experiences of the bidder to own and operate a Sporting Tournament or Kabaddi Tournament or any large scale event in Rajasthan or any other part of the country
- Any Brand ambassadors, experts etc. who will be enlisted to help promote the league - along with signed EOI from any named party
- Renewal Rights and how such a partnership can be long term beneficial to the RSKA
- Shareholding pattern of the company intending to own the league
- Key Management personnel involved in the league - their credentials and abilities to run a high quality, sustainable, long term proposition for the RSKA to grow Kabaddi across Rajasthan