

**Sports Authority of India
Fit India Division**

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Corrigendum No. – II

Ref.No.1-8/SAI/Fit India/2020

Date: 30.07.2020

Sub: RFP for Hiring of the Event Management Agency for 1st Anniversary Celebration of Fit India – reg.

The undersigned is directed to refer to the pre-bid meeting of the above-mentioned RFP held on 29.07.2020, 12:30 PM through video conference and to state that the queries raised by the agencies and the clarifications/decisions of Sports Authority of India are attached as Annexure – 'I'.

2. The bid-submission schedule stands amended as follows.

Bid Submission end date and time	03.08.2020 at 04:30 PM
Opening of Technical Bid.	04.08.2020 at 10:30 AM
Presentation	04.08.2020 at 11:00 AM
Financial Bid opening	04.08.2020 at 04:00 PM

3. The following additional terms & conditions shall be part of RFP.

- a) Period of contract shall be until successful completion of event and upon completion of all obligations of the Bidder.
- b) The EMA must ensure that all intellectual property including but not limited to Fit India logo, Creatives, any work, brand name, trade name, service mark, trademark etc., related to Fit India shall belong to SAI. In no event, the Event Management Agency shall, either directly or indirectly, register, file or attempt to register or file any intellectual property in its own name.
- c) The EMA 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.
- d) All exploitation rights including without limitation promotion / sponsorships /distribution/marketing/telecast etc. shall vest with SAI and EMA shall not have any right to sell/market the said Event to any other party.



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- e) 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.
 - f) EMA undertakes and confirms that it shall comply with all requisites, laws and regulations, necessary insurances, that are required to be complied with for conducting the Event and the creation, as well as exclusive assignment of all right in favor of SAI. EMA shall keep SAI indemnified and hold SAI harmless from any and all claims including claims for infringement, demands, losses, damages, costs, charges, expenses that may prejudice SAI's interests and benefits, in any way whatsoever.
 - g) SAI shall not be responsible in any way for any unfulfilled obligations and/or liabilities of EMA its Affiliates/Associates 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.
 - h) Agreements/arrangements of whatsoever nature, whether or not in relation to the Event and EMA shall continue to be solely responsible for the same.
 - i) SAI shall be entitled to terminate this contract immediately upon a written notice, in case EMA is in material breach and/or fail to fulfill its obligations as promised under this agreement provided EMA fails to remedy such breach immediately upon notification of the breach.
 - j) In case the Event is cancelled, terminated or postponed due to default, breach and/or reasons owing to the EMA, SAI shall be entitled to seek immediate refund of the total monies paid to EMA till the date of termination with reasonable interest thereupon besides damages.
 - k) Any dispute or difference arising between EMA and SAI shall be mutually resolved through amicable discussions failing which a sole arbitrator as mutually appointed by both the parties, arbitration proceedings would be held under the provisions of Arbitration and Conciliation Act, 1996 as amended. The procedure and fee of the Arbitrator shall be in accordance with prevailing policies and procedures of SAI.
 - l) Any dispute/differences not being the subject matter of such arbitration shall be subject to the jurisdiction of the Courts of Law at Delhi only, as per governing laws.
4. All other clauses of RFP shall remain unaltered.


(Vishnu Sudhakaran)
Deputy Director (Fit India)