

ALL INDIA FOOTBALL FEDERATION

REQUEST FOR QUOTATION (RFQ) FOR SELECTION OF AN AGENCY FOR MANAGING THE PROCESS RELATING TO AWARDING THE RIGHT TO MONETISE COMMERCIAL RIGHTS BELONGING TO THE ALL INDIA FOOTBALL FEDERATION (AIFF) FOR A LIMITED TERM

ALL INDIA FOOTBALL FEDERATION Football House, Sector 19,

Dwarka, New Delhi – 110 075

Date of Issue: 7 September 2025 Last date to seek clarifications: 9 September 2025 Last date of submission of Bids: 14 September 2025

DISCLAIMER

- The information contained in this RFQ, or any information provided subsequently to the Bidder(s), whether verbally or in documentary or any other form by or on behalf of AIFF, is provided to the Bidder(s) under the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.
- This RFQ is neither an agreement nor an offer nor an invitation by AIFF to the prospective Bidder(s). The purpose of this RFQ is to provide the Bidder(s) with information that may assist them in the formulation of their proposals pursuant to this RFQ. This RFQ does not claim to contain all the information each Bidder may require. This RFQ may not be appropriate for all persons, and AIFF cannot consider the objectives, technical expertise, and particular needs of each party who reads or uses this RFQ, except for this RFQ. The assumptions, assessments, statements and information contained in this RFQ, may not be complete accurate, adequate or correct for all intents and purposes other than for limited purpose of this RFQ, and the Bidder(s) should, therefore, conduct its own investigations and analysis, and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFQ and obtain independent advice from appropriate sources.
- AIFF, its employees, officials and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFQ and any assessment, assumption, statement of information contained therein or deemed to form part of this RFQ or arising in any way in the process to identify the Selected Bidder envisaged under this RFQ ("Selection Process").
- AIFF reserves the right, in its absolute discretion, but without being under any obligation to do so, to update/ amend and/or supplement the information in this RFQ. Such updates/amendments and/or supplements to this RFQ will be done by way of an update on the Website https://www.the-aiff.com/>.
- AIFF reserves the right to accept or reject any or all Bid(s) without giving any reasons thereof. AIFF
 will not entertain or be liable for any claim for costs and expenses in relation to the preparation of
 the Bid(s) to be submitted in response to this RFQ.
- The issue of this RFQ does not imply that AIFF is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for consultancy, and AIFF reserves the right to reject all or any of the Bid(s) without assigning any reasons whatsoever.
- The Bidder(s) shall bear all costs associated with or relating to the preparation and submission of its Bid, including but not limited to preparation, copying, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIFF, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder, and AIFF 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.

Request for Quotation (RFQ)

Date: 7th September 2025

INTRODUCTION

AIFF intends to engage a consultancy firm/agency or individuals/consultants for managing the process relating to awarding the right to monetise commercial rights belonging to the AIFF for a limited term, including rights relating to the organization of a professional football league.

Bids are invited from agencies and/or individuals that have the requisite experience in this field, as detailed in this RFQ. The instructions on how to bid and the Eligibility Criteria, and other details have been described in this RFQ (see Clause 3.9 and Clause 5). The key information relating to the RFQ, and the dates are set out hereunder ("Bid Schedule"):

Date of Publication	7 September 2025
Last date and time of submission of queries for Pre-Bid Conference (queries to be submitted by way of email to <legal@the-aiff.com>)</legal@the-aiff.com>	9 September 2025
Pre-Bid Conference	10 September 2025
Bid submission end date and time	14 September 2025
Mode of submission	Online, by way of email to <legal@the-aiff.com></legal@the-aiff.com>
Opening of Technical Bids	15 September 2025
Opening of Financial Bids	15 September 2025

Bidders may submit their Bids in response to the RFQ by way of email, as described above only.

The Bidder(s) shall submit their Bid, duly signed in digital form by the authorized signatory of the Bidder, no later than the date and time specified hereinabove, by emailing complete and legible scanned/digital copies of the Bid in digital format (i.e., scanned copy of original signed documents and the supporting documents, and the Financial Bid in '.xls' format). Each page of the Bid shall be initialed by the authorized signatory of the Bidder, as per the terms of this RFQ.

Kalyan Chaubey President

All India Football Federation

1. PURPOSE AND INVITATION

- 1.1 AIFF is the governing body for football in India, which has the sole mandate to govern and conduct all activities for both men's and women's football in India. The following competition is organized annually either by AIFF or under the sanction of the AIFF:
 - a) Indian Super League, the top tier of India's domestic professional football league competition for men.

(Referred to as "Competition", the matches constituting these Competition shall collectively be referred to as the "Matches" and individually each a "Match").

- 1.2 In addition to the organization of the abovementioned Competition, AIFF is also in charge of managing all commercial rights relating to the Competition, including in relation to marketing, sponsorship, and merchandising thereof ("Commercial Rights").
- 1.3 AIFF shall administer all its obligations under this RFQ and the Contract (defined below), solely through the President, AIFF, under the supervision of Hon'ble Mr. Justice L. Nageswara Rao, Former Judge Supreme Court of India, in accordance with the order of the Supreme Court of India dated 1st September 2025 in Special Leave Petition No(s) 30748-30749 of 2017.
- 1.4 With reference to the above, AIFF is desirous of engaging a Bidder who can manage the process of awarding the rights to monetise the Commercial Rights for a limited term (where such person shall be referred to as the "**Selected Bidder**") for and on behalf of AIFF.
- 1.5 The RFQ document will be available at https://www.the-aiff.com/. All applicants can download the RFQ from the Website and shall not tamper with/modify it.
- 1.6 Completed Bids with all credentials and other documents in support of the Eligibility Criteria must be submitted before the Bid Submission Date. Incomplete Bids and Bids received by AIFF after the Bid Submission Date will not be accepted.
- 1.7 Upon selection of a Bidder by AIFF as the Selected Bidder, AIFF and the Selected Bidder shall enter into a detailed long-form agreement incorporating the provisions of this RFQ and the successful Bid ("Contract"). However, the Selected Bidder's obligation will commence from the date on which the letter of award is signed by AIFF and the Selected Bidder. The Bidders acknowledge that all rights awarded under the Contract shall be subject to Regulations, as amended from time to time.

2. **DEFINITION**

- 2.1 In this RFQ and the associated documentation, the following terms shall, unless repugnant to the context or meaning thereof, have the following meanings:
 - (a) "Affiliate" means with respect to any Person: (a) any other Person which owns at least fifty per cent (50%) of the share capital or equity interest or membership interest of such Person; (b) in which such Person owns at least fifty per cent (50%) of share capital or equity interest or membership interest; (c) at least fifty per cent (50%) of the shares/membership interest of which are owned by the ultimate parent company of such Person; or (d) any other Person that

Controls, is Controlled by or is in common Control with such Person. The term 'Control' shall mean the power to determine the policy and affairs of an entity, whether by virtue of voting rights, right to appoint a majority on the board of directors of an entity, by contract, or otherwise;

- (b) "AIFF" shall mean the All India Football Federation;
- (c) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being, and any other applicable law/rules/regulations;
- (d) "**BEC**" shall mean the Bid Evaluation Committee constituted by AIFF in accordance with Clause 13.2 of this RFQ, for the purpose of evaluation and shortlisting Bids;
- (e) "Bid" (including the term "tender", "offer", "quotation" or "proposal" in certain contexts) means a bid submitted to AIFF to provide the services in accordance with the terms and conditions set out in this RFQ;
- (f) "Bidder" shall mean any person which submits a Bid to AIFF in response to this RFQ, in accordance with the eligibility criteria set out in Clause 3.1(a);
- (g) "Bid Documents" shall have the meaning prescribed to it in Clause 3.9(a);
- (h) "Bid Security" shall mean the security, in the form and manner prescribed in this RFQ, furnished by a Bidder to AIFF to secure the obligations of the Bidder in connection with the submission of its Bid;
- (i) "Bid Submission Date" shall mean the date on which all Bids must be submitted in response to this RFQ and shall be 5 September 2025;
- (j) "Commercial Rights" shall have the meaning prescribed to it in Clause 1.2;
- (k) "Contract" shall have the meaning prescribed to it in Clause 1.7;
- (l) "Eligibility Criteria" shall have the meaning prescribed to in Clause 5.1;
- (m) "Financial Bid" shall mean the part of the Bid submitted by the Bidder setting out the proposed fee payable by AIFF to such Bidder on appointment as the Selected Bidder;
- (n) "Financial Year" or "F.Y." shall mean the financial year consisting of 12 (twelve) months, commencing from the first day of April of a calendar year and ending on the last day of March of the succeeding calendar year;
- (o) "Force Majeure Event" shall mean an event or circumstance which is beyond the reasonable control and foresight of a party and which makes a party's performance of its obligations impossible and includes but is not limited to wars, acts of terrorism, civil riots, hostilities, public disorder, epidemics, pandemic, fires, acts of God, Court orders or governmental restrictions and actions, acts and decisions of regulatory and sports authorities;
- (p) "Group Entities" means: (a) the Bidder; (b) Affiliates of the Bidder; (c) the shareholders/members of the Bidder who hold at least fifty per cent (50%) of the share capital

or equity interest or membership interest of such Bidder; (d) all entities whose accounts are consolidated on a line by line basis in the audited financial statements of members/shareholders covered under (c); (e) any joint venture company in which a member/shareholder covered under (c) holds at least fifty per cent (50%) interest and the other joint venture partner of such joint venture company;

- (q) "GST" shall mean the goods and services tax as levied under the Applicable Law;
- (r) "LoA" shall have the meaning prescribed to it in Clause 13.3(e);
- (s) "Operational Rules" shall mean the rules and/or regulations adopted by AIFF in respect of the operations of, and commercial rights relating to the Competition (as may be amended from time to time by AIFF);
- (t) "Person" shall mean and include an individual, an association, a corporation, a firm, a partnership, a joint venture, a venture capital fund, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity;
- (u) "Pre-Bid Conference" shall have the meaning prescribed to it in Clause 9.3;
- (v) "Regulations" shall together mean the Operational Rules and the Competition Rules;
- (w) "RFQ" means this Request for Quotation;
- (x) "Selected Bidder" shall have the meaning prescribed to it in Clause 1.4;
- (y) "Selection Process" shall mean the process set out in this RFQ for the submission, evaluation and consideration of Bids, and the identification and selection of the Selected Bidder, including all incidental activities and requirement in connection therewith;
- (z) "Technical Bid" shall mean the part of the Bid submitted by the Bidder demonstrating the technical qualifications of the Bidder and evidencing the Bidder's qualification for appointment as the Selected Bidder in accordance with the Eligibility Criteria;
- (aa) "**Term**" shall mean such period for which the Selected Bidder has been awarded the rights under the Contract;
- (bb) "Website" shall mean the website of AIFF accessible at the following URL: https://www.the-aiff.com/
- 2.2 In this RFQ, unless repugnant to the context:
 - (a) any reference to the singular shall include the plural and vice versa;
 - (b) any references to the masculine, the feminine, and the neuter shall include each other;
 - (c) references to a "Clause" or "Clauses" refer to the relevant Clause or Clauses of this RFQ, unless otherwise stated;
 - (d) the Annexures form part of this RFQ and shall have the same force and effect as if expressly set out in the body of the RFQ, and any reference to this RFQ shall include reference to any

- annexures to it; and
- (e) "written" or "in writing" means hand-written, typewritten, printed, or electronically made.

In the event of any difference or dispute with respect to the interpretation of any term of this RFQ, the interpretation of BEC, shall be final and binding, and no appeal shall lie against it.

3. INSTRUCTIONS TO THE BIDDERS

3.1 **Scope**

- (a) Detailed description of the objectives, scope of services, deliverables, and other requirements are specified in this RFQ. In case an applicant possesses the requisite experience and capabilities required for completing the deliverables under this RFQ, it may participate in the Selection Process as a Bidder. The term "Bidder" means a legal entity/person registered in India with a valid GST registration and PAN. The Bidder may be a company, partnership, limited liability partnership,, or proprietorship, in existence for at least five (5) years, and have experience in managing processes to award rights like the Commercial Rights. The Bidder may also be an individual/consultant. The manner in which the Bid is required to be submitted, evaluated, and accepted is explained elsewhere in this RFQ.
- (b) The Bidders are advised that the identification of the Selected Bidder shall be based on the Selection Process. Bidders shall be deemed to have understood and agreed to the Selection Process. No explanation or justification shall be given in relation to any aspect of the Selection Process, and BEC's decisions shall be final, with no right of appeal whatsoever.

3.2 Conflict of Interest

- (a) A Bidder shall not have a conflict of interest (as defined under the AIFF Code of Ethics and understood under Applicable Laws) that may affect the Selection Process ("Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bidder shall forfeit, and AIFF shall appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to AIFF for, inter alia, the time, cost and effort of AIFF including consideration of such Bid, without prejudice to any other right and/or remedy that may be available to AIFF under this RFQ or otherwise.
- (b) AIFF requires that the Selected Bidder provide professional, objective, and impartial advice and always hold AIFF's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Selected Bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of AIFF. Violation of this clause shall make the Selected Bidder liable for any legal consequences arising out of the same.
- (c) The Selected Bidder shall disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of AIFF, or that may reasonably be perceived as having this effect. If the Selected Bidder fails to disclose said situations (in a form prescribed in Annexure A) and if AIFF comes to know about any such situation at any time, it may lead to the disqualification of the Selected Bidder during the bidding process or the termination of its Contract during the execution of the assignment.

(d) If AIFF believes that a Bidder could derive a competitive advantage from having provided consulting services related to the services in question and which are not defined as Conflict of Interest, then AIFF shall make available to all Bidders, together with this RFQ, such information that would have given such Bidder a competitive advantage over competing Bidders.

3.3 **Bid Preparation Cost**

- (a) The Bidders shall bear all costs associated with the preparation and submission of the Bid. AIFF will not be responsible and liable for any costs, regardless of the conduct or outcome of the Bid and/or Selection Process.
- (b) All documents submitted with and/or in support of the Bid are neither returnable nor claimable.

3.4 Acknowledgement by Bidders

It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the RFQ;
- (b) received all the relevant information that it requested from AIFF;
- (c) acknowledged and accepted the risk of inadequacy, error, or mistake in the information provided in the RFQ or furnished by or on behalf of AIFF;
- (d) satisfied with all matters, things, and information that are necessary and required for submitting an informed Bid and performance of all of its obligations as required under this RFQ;
- (e) acknowledged that it does not have a Conflict of Interest, unless disclosed in the format prescribed in Annexure A hereto; and
- (f) agreed to be bound by the undertakings provided by it hereunder.

AIFF shall not be liable for any omission, mistake or inadvertent error, on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the process for the selection of the Selected Bidder, including any error or mistake therein or in any information or data given by AIFF.

3.5 Right to accept and reject any or all Bids

(a) Notwithstanding anything contained in this RFQ, AIFF reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reason thereof. AIFF is also not obligated to select the Bidder that has quoted the lowest price as part of its Financial Bid;

- (b) BEC reserves the right to reject any Bid if:
 - (i) at any time, a material misrepresentation is made or discovered, or
 - (ii) the Bidder does not respond to requests for supplemental information required for the evaluation of Bids within the stipulated time period or any time period as may be communicated to the Bidder by AIFF; or
 - (iii) the Bidder provides any details relating to the Financial Bid, as part of the Technical Bid; or
 - (iv) the Bidder does not adhere to the formats provided in the Annexures to the RFQ while furnishing the required information/details.

Misrepresentation or improper/incorrect response by the Bidder may lead to the disqualification of the Bidder. If such disqualification occurs after the Financial Bid has been opened and the highest-ranking Bidder gets disqualified/rejected, then BEC reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in its sole discretion, including annulment of the Selection Process and/or appropriation of the disqualified Bidder's Bid Security.

3.6 Amendment of the RFQ

- (a) At any time before the Bid Submission Date, AIFF under instructions of BEC, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFQ by way of issuance of an addendum. Such amendments shall be uploaded on the Website through a corrigendum and form an integral part of this RFQ. The relevant clauses of the RFQ document shall be treated as amended accordingly. It shall be the sole responsibility of the Bidder to check the Website from time to time for any amendments to the RFQ. AIFF/BEC shall not be responsible for any consequences resulting from the failure of the Bidder to check and consider the amendments made, if any.
- (b) To provide the Bidders with a reasonable time to examine the addendum, or for any other reason, AIFF under instructions of BEC may, at its own discretion, extend the Bid Submission Date by way of communication published on the Website.

3.7 Preparation and submission of Bids

- (a) No Bidder shall submit more than one (1) Bid.
- (b) The Bid and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language, provided they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not duly translated into English and certified by a notary or the relevant sub registrar's office, may not be considered for evaluation. For interpretation and evaluation of the Bid, the English language translation shall prevail.

- (c) The currency for the Bid shall be Indian Rupees (INR). The Bidder shall fully familiarize themselves with the applicable domestic duties and taxes on amounts payable by AIFF to the Selected Bidder. All such duties and taxes must be included by the Bidder in their Financial Bid.
- (d) Submission of non-compliant Bids will result in the Bid being disqualified for being non-responsive.

3.8 Format and signing of Bids

- (a) The Bidder shall prepare electronic copies of the Technical and Financial Bids separately.
- (e) The Bidders shall provide all the information as per the RFQ and in the specified formats. AIFF reserves the right to reject any Bid that does not contain information in the specified formats.
- (f) In case the Bidder intends to provide additional information that is not specifically required by AIFF, it can be furnished in duly stamped and signed PDFs.

3.9 Submission of e-bid/Bid

- (a) Each Bidder satisfying the Eligibility Criteria shall, if it wishes to Bid, submit password-protected PDF versions of the Technical and Financial Bids, simultaneously (being, together referred to as the "Bid Documents") as set out below by way of email to <legal@the-aiff.com>. The attention of Bidders is drawn to the fact that failure to supply any of the relevant information and/or any material deficiency in the same way as described in this RFQ may lead to the disqualification of such Bids under this RFQ.
- (b) The Bidders shall send to AIFF by way of an email to <legal@the-aiff.com> on or before 17:00 hrs IST on the Bid Submission Date, a pdf version of the Bid Documents duly filled in and completed, initialed on each page, signed (where appropriate) by a duly authorised representative of the Bidder and scanned along with attested scanned copies of all supporting documents and papers.
- (c) All Bid Documents must be delivered to AIFF as part of <u>one (1) email</u>, and no further documents will be accepted after the above-mentioned time and date. Such email shall contain two '.zip' files containing the Technical Bid and the Financial Bid, respectively. In addition, the Bidder shall share a separate email with a list of the documents forming a part of the Bid Documents mapped with the relevant passwords, which email shall be sent on <legal@the-aiff.com>, on or before 18:00 hrs IST on the Bid Submission Date.
- (d) Once submitted, no Bid shall be subsequently amended without the prior written consent of AIFF, which consent AIFF may withhold at its discretion.

3.10 Late submission

The time at which the email is received by AIFF is used to determine the time of submission. Once the Bid Submission Date and time are over, the Bidder cannot submit its Bid. Bidder must start the Bid submission well in advance so that the submission process occurs smoothly. The Bidder shall be solely responsible if its Bid is not submitted in time due to any problems/faults attributable to the Bidder, for whatsoever reason, during the Bid submission process.

3.11 Withdrawal and resubmission of Bid

- (a) At any point in time, a Bidder may withdraw its Bid, before the date on which the Bid Documents will be opened by the BEC, by way of an email sent from the address using which the Bid Documents were submitted to AIFF.
- (b) No Bid can be resubmitted after the deadline for withdrawal from the Selection Process, i.e., the Bid Submission Date.

3.12 Contacting AIFF

(a) From the time the Bids are opened till the time the Contract is awarded, if any Bidder wishes to contact AIFF, on any matter related to their Bid, it shall do so in writing. Any effort by the Bidder to influence any officer/office bearer of the AIFF in relation to the Selection Process may result in the rejection of the Bidder's Bid.

3.13 Right to Vary Scope of Work

AIFF under instructions of BEC may, at any time during the RFQ process, by a written order given to the Bidder, make changes within the general scope of the work. The Bid shall accordingly be amended by the Bidder.

4. **SERVICES**

4.1 The following principles will constitute the key deliverables that will form a part of the Contract under this RFQ:

(a) Strategy:

The Selected Bidder shall study the best practices of awarding rights like the Commercial Rights in football across the world and in consultation with AIFF, determine the optimal basket of rights that will constitute the Commercial Rights, and the strategy to award such rights to third parties, in a manner most beneficial to AIFF, from an operational and financial perspective.

(b) <u>Implementation and Operation</u>:

To actualize the process to award Commercial Rights by undertaking key tasks such as identifying and engaging with key stakeholders, preparing requisite documentation with detailed terms and conditions, and conducting background research and analysis for the preparation of the relevant documents, as and when required. The implementation shall include but not be limited to the following phases: (i) finalization of Commercial Rights; (ii) analysis of compensation models and finalizing commercial model with AIFF; (iii) drafting of procurement documents; (iv) drafting and finalization of draft agreement to be entered into

with successful bidders; (v) managing the tender process - from the issue of the tender documents, till the identification of the successful bidders, under the supervision of BEC; and (vi) completion of the award of Commercial Rights in a time bound manner, which process is completed on a date not later than 15 October 2025.

(c) Monitoring and Reporting:

Time is of the essence in the process relating to the award of Commercial Rights. The Selected Bidder shall monitor and report on all related activities through a periodic reporting mechanism, by way of email, to the BEC. The Selected Bidder shall coordinate with various stakeholders for active and on-time implementation of the process to award Commercial Rights, and present periodic reports to the management of AIFF, as described herein.

(d) <u>Communication</u>:

The key tasks to be carried out by the Selected Bidder includes outreach through different medium of consistent communication and public announcements relating to the process to award Commercial Rights, and consistent communication with prospective bidder(s), to ensure that all bidder(s) (for Commercial Rights) operate based on a level playing field, at the time of submitting their bids to monetise the Commercial Rights.

(e) Allied Support:

The Selected Bidder shall provide allied support in relation to the process of awarding the right to monetise the Commercial Rights.

5. **ELIGIBILITY CRITERIA**

- 5.1 Bidders must carefully read the conditions of eligibility (the "Eligibility Criteria") provided herein. Bids of only those Bidders who satisfy the Eligibility Criteria will be considered for evaluation by BEC.
 - (a) Eligibility Criteria for Bidders except individuals/consultants:

S	Parameter	Requirement	Documents to be attached
No			as proof
1.	The Bidder must be a legal entity registered in India with a valid GST registration and PAN. The Bidder must be a company, partnership, limited liability partnership, or proprietorship, in existence and being in operation for at least five (5) years and having prior experience of managing processes for the award of rights like the Commercial Rights.	Mandatory	(a) Certificate of incorporation or any other document evidencing registration; (b) GST registration certificate; and (c) Copy of PAN card.

2.	The Bidder should not be currently debarred and/or blacklisted and/or suspended by any department of the Government of India or any state governments, or any international, national, or regional sports federation, nor should it have any litigation or enquiry pending with regard to the services provided by it to such entities.	Mandatory	An undertaking from the Bidder to be submitted on letterhead of the entity.
3.	The Bidder should have an average annual turnover/receipt of a minimum of INR 100 Crores (Indian Rupees One Hundred Crores only) for the last five (5) Financial Years.	Mandatory	A certificate from a chartered accountant on the turnover relating to services provided by it, including annual audited accounts of the Bidder, to verify the turnover/receipts.
4.	The Bidder must have experience in executing at least five (5) similar assignments from at least three (3) distinct clients over the past five (5) years, which clients may be governments, sports federations and/or leagues in India.	Mandatory	Copies of work order, contracts, and/or agreement or letter from the relevant client, or copies of invoices raised to clients, clearly mentioning the scope of work.

(b) Eligibility Criteria for individuals/consultants:

S No	Parameter	Requirement	Documents to be attached as proof
1.	The Bidder must be an Indian citizen, above 18 years of age, holding a valid PAN and registered under GST (if applicable).	Mandatory	(a) Copy of PAN card; (b) GST registration certificate (if applicable).
2.	The Bidder must hold relevant professional qualifications, certifications, or licenses in the field of consultancy/services relevant to the scope of work.	Mandatory	Copies of degrees, certificates, licenses, or memberships in relevant professional bodies
3.	The Bidder should not be currently debarred and/or blacklisted and/or suspended by any department of the Government of India or any state governments, or any international, national, or regional sports federation, nor should it have any litigation or	Mandatory	An undertaking from the Bidder to be submitted on letterhead.

4.	enquiry pending with regard to the services provided by it to such entities. The Bidder must have experience in executing at least five (5) similar assignments from at least three (3) distinct clients over the past five (5) years, which clients may be governments, sports federation or leagues in India.	Mandatory	Copies of work order, contracts, and/or agreement or letter from the relevant client, or copies of invoices raised to clients, clearly mentioning the scope of work.
5.	The Bidder must have earned professional receipts of a minimum of INR 2.5 Crores (Indian Rupees Two Crore and Fifty Lakhs only) over the last five (5) Financial Years.	Mandatory	Certificate from a chartered accountant confirming professional receipts.

5.2 Each Bidder must fulfil the following qualification criteria:

- (a) <u>Valid Incorporation:</u> The Bidder must be validly incorporated under the laws of India and be an existing and going concern in India, where such entity should have been in existence for at least five (5) years; provided that in the case of an individual/consultant, the Bidder must be an Indian citizen, above 18 years of age, and must have been independently practicing or engaged in providing professional/consultancy services for at least five (5) years; and
- (b) Turnover: The Bidder (in case of entity) must have an average annual turnover of at least INR 100 Crores (Indian Rupees One Hundred Crores only) during the last five (5) Financial Years; provided that, in the case of an individual/consultant, the Bidder must have earned professional receipts/fees of at least INR 2.5 Crores (Indian Rupees Two Crore and Fifty Lakhs only) during the last five (5) Financial Years, as evidenced by a certificate from a chartered accountant.

(c) Fit and Proper Person:

For determining whether a Bidder is a 'Fit and Proper Person', BEC may take the indicative criteria mentioned in this clause.

- (i) Financial integrity of the Bidder.
- (ii) Ability of the Bidder to undertake all obligations and exploit all rights set out under the RFQ.
- (iii) Absence of convictions or civil liabilities against the Bidder.
- (iv) Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017 (provided such debarment is still existing).
- (v) 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 any other law for the time being in force.
- II. Admission of an application for winding up, or liquidation under Applicable Laws against the Bidder or any of its or their respective directors and partners.
- III. 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 derecognition by any professional body, being initiated against the Bidder.
- IV. 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.
- V. Default by the Bidder or any of its or their respective directors 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.
- VI. Blacklisting of the Bidder by any government authority.
- 5.3 Demonstrated experience in executing projects/assignments in relation to the award of rights comparable to the Commercial Rights within India or internationally, is a mandatory eligibility criterion. In addition to the requisite domestic experience, appropriate weightage shall be accorded to the international experience of the Bidder or its Affiliates in delivering projects/assignment in relation to the award of rights comparable to the Commercial Rights, subject to satisfactory documentary evidence and relevance to the scope of work.

6. **RFQ PROCESS**

- 6.1 This RFQ is only illustrative in nature, and all narrations are intended to be used by the Bidder as preliminary background information. This RFQ is not exhaustive and does not necessarily contain all the relevant information in relation to the Bid process.
- 6.2 AIFF under instructions from BEC, reserves the right to withdraw the RFQ and/ or amend the requirements or information contained in this RFQ at any time before the Bid Submission Date, save in relation to the Eligibility Criteria.
- 6.3 AIFF under instructions from BEC, reserves the right to:
 - (a) rank the Bidders in order of the attractiveness of the respective Bids submitted.
 - (a) accept or reject any or all Bids (including the most competitive Financial Bid) in its absolute discretion, without assigning any reasons for the same.
 - (b) extend the time for submission of Bids at its sole discretion at any time before the Bid Submission Date, in case of any amendments in the RFQ, with the amended RFQ to be duly notified on the Website and the same to be binding on all the Bidders.
- 6.4 AIFF/BEC will not be liable for any costs, damages, or losses arising out of, or in relation to the Bid process, incurred by any Bidder participating in this RFQ, if AIFF under instructions from BEC decides to cancel or withdraw the RFQ, for any reason whatsoever. The Bidder shall be responsible for all costs incurred in connection with participation in the RFQ process, including but not limited to costs incurred in the 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 AIFF to facilitate the evaluation process.

6.5 Bidders to this RFQ or their agents may not make any contact with any party employed by or directly associated with AIFF/BEC or any of its partners in relation to this RFQ. Any clarifications and all information must be sought via e-mail only to <legal@the-aiff.com>. No queries shall be entertained by AIFF/BEC after the scheduled date and time mentioned in Clause 9.

7. **BID SECURITY**

- 7.1 The Bidder shall furnish, along with its Bid, a Bid Security for an amount of INR 5,00,000/- (Indian Rupees Five Lakhs only).
- 7.2 Bid Security is required to protect AIFF against the risk of the Bidder's unwarranted conduct as amplified under subsequent clauses of this RFQ. Non-submission of Bid Security shall be considered as a major deviation, and hence, any Bid made without furnishing Bid Security shall not be considered valid by AIFF/BEC.
- 7.3 In the event the Bidder is exempted from furnishing such Bid Security pursuant to any notification of AIFF/BEC to that effect, then the Bidder shall furnish the relevant notification along with the required documents. If no such notification or relevant documents are furnished along with the Bid, the Bid shall be treated as unresponsive and shall be summarily ignored without any further reference.
- 7.4 The Bid Security shall be furnished in one of the following forms:
 - (a) A bank transfer by any online acceptable method (NEFT/RTGS) to the following bank account (the Bidder must submit a copy of UTR No. in case the transaction is done by this method):

A/C NAME: All India Football Federation

A/C NUMBER: 10076105671 BANK NAME: IDFC First Bank

BANK BRANCH: Gurgaon Golf Course Road Branch

A/C TYPE: Savings

IFSC CODE: IDFB0021001

- (b) Demand draft/bankers' cheque/fixed deposit receipt from a scheduled commercial bank drawn in favor of All India Football Federation, dated on or before the Bid Submission Date, and a scanned copy of the same shall be submitted along with the Technical Bid submitted under this RFQ.
- 7.5 The Bid Security shall be valid for a period of forty five (45) days beyond the validity period of the Bid as mentioned in Clause 8 below.
- 7.6 The Bid Security of unsuccessful Bidders will be returned within one (1) month of signing of the Contract by the Selected Bidder.

- 7.7 The Bid Security may be forfeited if a Bidder:
 - (a) Withdraws or amends or impairs or derogates its Bid during the period of Bid validity or any extension thereof without the prior written approval of BEC; or
 - (b) Fails to accept orders issued in its favour for execution, and/or violates the terms and conditions of the Contract; or
 - (c) Successfully qualifies for the Bid but fails to sign the Contract within the stipulated time; or
 - (d) If the Bidder tries to influence the Selection Process; or
 - (e) If any misrepresentation of facts is discovered in the Bid.

8. **BID VALIDITY**

- 8.1 The Bids shall be valid for a period of forty five (45) days from the date of submission of the Bids. A Bid valid for a shorter period may be rejected as non-compliant. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.
- 8.2 AIFF under instructions of BEC shall make its best effort to complete discussions/clarifications within this period. However, in exceptional cases, the Bidders may be requested by AIFF under instructions of BEC to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, shall extend the same without any change or modification of their original Bid.
- 8.3 In case the day up to which the Bids are to remain valid falls on or is subsequently declared a holiday or closed day for AIFF, the Bid validity shall automatically be extended up to the next working day.

9. **BIDDERS' QUERIES AND RESPONSES THERETO**

- 9.1 All enquiries from the Bidders relating to this RFQ must be submitted exclusively to <legal@the-aiff.com>.
- 9.2 All enquiries or requests for clarification should be sent to AIFF through email only. AIFF/BEC shall not be responsible for ensuring that Bidders' enquiries have been received by them. AIFF/BEC shall provide a timely response to all questions to all the Bidders. However, AIFF/BEC makes no representation or warranty as to the completeness or accuracy of any response, nor does AIFF/BEC undertake to answer all the queries that have been posed by the Bidders. All responses given by AIFF/BEC will be distributed to all the Bidders, either by way of email or by uploading them on the Website.
- 9.3 AIFF under instructions of BEC will host a pre-bid conference, scheduled as per the details in the Bid Schedule contained in the Introduction to this RFQ ("**Pre-Bid Conference**"). AIFF shall endeavour to conduct the Pre-Bid Conference by virtual methods. In the event, there is a physical

meeting in relation to the Pre-Bid Conference, the representatives of the interested Bidders may attend the Pre-Bid Conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFQ and discuss Bidders' queries, together with proposed solutions. AIFF/BEC shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFQ during the Pre-Bid Conference.

9.4 Within two (2) days from the Pre-Bid Conference, AIFF/BEC shall issue responses to all the Bidders' written queries raised before the Pre-Bid Conference or at the Pre-Bid Conference, together with any other revised documents (if required).

10. **SUBMISSION OF BID**

- 10.1 All documents are to be submitted by the Bidder as password-protected PDF or scanned copies. The Technical Bid and the Financial Bid shall be attached to the email as separate files, and there shall be no reference to the Financial Bid or its contents in the Technical Bid.
- 10.2 The Bidder is required to submit the following:
 - (a) Eligibility Criteria documents submitted as mentioned in this RFQ;
 - (b) Bid as per this RFQ;
 - (c) Bidder must complete and sign the Undertaking at Annexure B and the required documents;
 - (d) The Bid should be filled by the Bidder in the English language only; and
 - (e) Hard copy of the Bids shall not be entertained whatsoever.
- 10.3 The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc., and AIFF, under the instructions from BEC, reserves the right to reject the Bids submitted in contravention of the Operational Rules.
- 10.4 The Bids shall be valid for a period as mentioned under Clause 8.1.
- 10.5 In exceptional circumstances, AIFF under the instructions from BEC may solicit the Bidder's consent for an extension of the Bid's validity period. The request and the responses thereto shall be made in writing or by fax or email.
- 10.6 The Bid should be unconditional. In case of any condition, the Bid shall be treated as non-responsive and disqualified.
- 10.7 Where applicable, the Bid should be in the prescribed format only. It should also be accompanied by all the requisite documents, as described in this RFQ.

10.8 Rejection of Bids

- (a) In addition to any other reasons stipulated in this RFQ, Bids may be rejected under any of the following circumstances:
 - (i) incomplete Bids that do not (A) provide for the complete scope of services, and/or (B) the Fee for the complete scope of work as indicated in the RFQ, addendum (if any), and any subsequent information given to the Bidder; or
 - (ii) information that is found to be incorrect/misleading at any stage; or

- (iii) non-fulfilment of the Eligibility Criteria, set out in Clause 5, by the Bidder; or
- (iv) Bids made through telefax/telegraph/fax/by post; or
- (v) Bids which do not confirm unconditional validity of the Bid for forty five (45) days from the date of submission of the Bid; or
- (vi) Bids which do not conform to any format prescribed by AIFF; or
- (vii) If the Bid does not conform to any other conditions laid down by AIFF under the Operational Rules or this RFQ.

10.9 Other Reasons for Rejection of Bids

- (a) In addition to any other reasons stipulated in this RFQ, Bids may be rejected under any of the following circumstances:
 - (i) Bids in which the Bidder seeks to influence AIFF/BEC bid evaluation, bid comparison, or contract award decisions; or
 - (ii) Bids that are submitted late or are found to be incomplete will be rejected.

10.10 Correction of Errors

- (a) Bidders are advised to exercise adequate care in quoting the figures. No request for corrections in the quoted figures will be entertained after the Bids are received by AIFF/BEC.
- (b) Arithmetic errors in the Bids will be corrected as follows:
 - In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
 - (ii) The amount stated in the Bid, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall Bid to fall, in which case the higher price shall govern.

11. CONFIDENTIALITY

- 11.1 Information relating to the evaluation of proposals, as part of the Selection Process and recommendation concerning awards made by the BEC, shall not be disclosed to the Bidders who submitted Bids or to other persons that are not officially concerned with the process, until the signing of the Contract. The undue use by any Bidder of any information related to the Selection Process may result in the rejection of its Bid and blacklisting by AIFF under the instructions of BEC. The Selected Bidder and its representatives shall not, either during the term or after the expiration of the Contract, disclose any proprietary information or confidential information relating to the services, contractor business, or operations of AIFF without the prior written consent of AIFF.
- 11.2 All information and documents that are furnished by the Bidder will be treated as strictly confidential by AIFF/BEC and shall not be disclosed by AIFF/BEC to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

12. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

12.1 Certificate of incorporation of the Bidder in India or any other document evidencing registration

(for entities i.e., companies, LLPs, partnerships, proprietorships).

- 12.2 GST registration certificate of the Bidder (if applicable).
- 12.3 PAN card of the Bidder.
- 12.4 Undertaking from the Bidder confirming that it has not been blacklisted by any department of the Government of India or any state governments, or any international, national, or regional sports federation.
- 12.5 A certificate issued by a licensed chartered accountant that the Bidder or any of its Group Entities has an average annual turnover of at least INR 100 Crores (Indian Rupees One Hundred Crores only) during the preceding five (5) Financial Years. Such a certificate should include the UDIN applicable to such attestation. In case of individuals/consultants, a certificate from a licensed chartered accountant certifying professional receipts/fees of at least INR 2.5 Crores (Indian Rupees Two Crore and Fifty Lakhs only) during the last five (5) Financial Years.
- 12.6 Copies of work orders, contracts, and/or agreements or letters from relevant clients, or copies of invoices raised upon clients, demonstrating experience of having executed at least five (5) similar assignments for at least three (3) distinct clients over the past five (5) years, which clients may be governments, sports federation or leagues in India.
- 12.7 Declaration on the letterhead of the Bidder that it is a Fit and Proper Person, as described in Clause 5.2(c) of this RFQ.
- 12.8 A true copy of an appropriately notarized power of attorney or a certified true copy of a duly executed board resolution, in each case authorizing the relevant representative to sign all relevant documents asked in this RFQ on behalf of the Bidder. For individuals/consultants, a signed letter, where applicable, authorizing a representative to act on behalf of the individual/consultant.
- 12.9 Undertaking in the format annexed at Annexure B.

13. **EVALUATION OF BID**

- 13.1 From the time the Bids are opened to the time that the Contract is executed, the Bidders should not contact AIFF/BEC on any matter related to its Bid. Any effort by the Bidder(s) to influence AIFF/BEC in the examination, evaluation, ranking of Bids, and recommendation for award of Contract may result in the rejection of the relevant Bidder's Bid forthwith.
- 13.2 AIFF shall constitute a Bid Evaluation Committee of three (3) members ("**BEC**") for the selection or shortlisting of the Bid. The BEC shall be chaired by Hon'ble Mr. Justice L. Nageswara Rao, Former Judge, Supreme Court of India and shall comprise of the President of AIFF, Mr. Kalyan Chaubey and Mr. Kesvaran Murugasu (Member, Audit & Compliance Committee, Asian Football Confederation).
- 13.3 The BEC shall evaluate the Bid with reference to the RFQ, considering the evaluation criteria described herein:
 - (a) Instructions issued to Bidders shall be considered for evaluation of the Bids.

- (b) The Selection Process shall consist of two (2) parts: first, the evaluation of the Technical Bid, and then the evaluation of the Financial Bid.
- (c) Only those Bidders obtaining a minimum score of seventy per cent (70%), i.e., twenty-one (21) or more points in the evaluation of their Technical Bid would be eligible to be evaluated in the second part of the Selection Process.
- (d) In determining the final selection of the Bidders, the eligible Bids that have the lowest value in their Financial Bid will be given a financial score of one hundred (100), and the other Bids will be given financial scores that are inversely proportional to their value.
- (e) After ranking of all eligible Bidders, AIFF, under the instructions of BEC, shall issue a letter of award ("LoA") to the Selected Bidder and promptly notify all other Bidders who have submitted Bids about the decision taken. The LoA shall be issued, in duplicate, by AIFF to the Selected Bidder, who shall, within three (3) days of the receipt of the LoA, sign and return the duplicate copy of the LoA, in acknowledgement thereof.
- (f) In the event, the duplicate copy of the LoA signed by the Selected Bidder is not received by AIFF within the timeline stipulated in sub-clause (e) above, AIFF, under the instructions of BEC, may, unless it awards an extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure to enter into the Contract. In such a case, AIFF, under the instructions of BEC, may award a new LoA to any Bidder other than the Bidder who did not submit the lowest Bid value. Such Bidder shall then be referred to as the Selected Bidder.
- 13.4 The Selected Bidder will sign the Contract after fulfilling all the formalities mentioned in the Contract within five (5) days of the receipt of the signed copy of the LoA from the Selected Bidder. The Selected Bidder is expected to commence the delivery of the services under the RFQ and the Contract upon return of the counter-signed LoA.
- 13.5 The criteria, sub-criteria, and relevant points for evaluation to be followed to evaluate the Technical Bid shall be as follows:

S	Criteria	Maximum
No		Points
1.	Experience in providing advisory services to organisations in awarding rights like the Commercial Rights, including in relation to structuring of	12
	rights packages and drafting of procurement documents. More than 10 projects*: 12 points 8 to 10 projects: 8 points 6 to 8 projects: 6 points 4 to 6 projects: 4 points	
2.	Experience in providing services of managing processes to award rights like Commercial Rights within the sports industry.	12

	1 point for each project, subject to a maximum of twelve (12) points.	
3.	The average annual turnover of the agency in the last five (5) Financial Years.	6
	The Bidder with the highest turnover from advisory services amongst all Bidders will get full marks, while the rest will get marks on a pro-rata basis.	

*Note: For the purposes of this clause, a "project" shall mean an assignment or engagement involving advisory services to organisations in relation to the award of rights comparable to the Commercial Rights, and which is of a comparable scale, i.e., at the national or international level.

14. **PAYMENT TERMS**

The payment shall be made to the Selected Bidder by AIFF subject to deliverables achieved, fulfillment of terms and conditions:

- 14.1 The payment has been envisaged based on the scope of work described in this RFQ;
- 14.2 All payments shall be subject to tax deducted at source as per the Income Tax Act, 1961, and other applicable taxes, including but not limited to GST;
- 14.3 All payments shall be made subject to adjustment of applicable penalties; and
- 14.4 Payments will be released against valid invoices issued by the Selected Bidder in the name of AIFF. Pursuant to the receipt of the required documents by AIFF, the payments shall be made in three (3) equal instalments in the following manner:
 - (a) **First (1st) Instalment**: payable upon satisfactory completion and acceptance by AIFF of the strategy/advisory component of the services to be rendered by the Selected Bidder;
 - (b) **Second (2**nd**) Instalment**: payable upon completion of the Tender Process to the satisfaction of AIFF; and
 - (c) **Third (3rd) Instalment**: payable upon commencement of the ISL 2025-2026 Season or by 31 December 2025, whichever is earlier.

For the avoidance of doubt, "Tender Process" shall mean the process relating to awarding the right to monetise the Commercial Rights belonging to the AIFF for a limited term, relating to the organization of the Competition.

15. OTHER TERMS AND CONDITIONS OF THE BID

- 15.1 All information/details submitted to AIFF/BEC shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- 15.2 Save as expressly authorized by AIFF in writing, the Selected Bidder shall not, without the prior express approval of AIFF, incur any liabilities on behalf of AIFF, pledge the credit of AIFF, or make any representations or give any warranty on behalf of AIFF.

- 15.3 The mere submission of Bids in response to this RFQ by a Bidder, or the rejection thereof by AIFF under instructions of BEC, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between AIFF/BEC and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against AIFF/BEC 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 AIFF/BEC.
- 15.4 The Bidder must strictly comply with all terms and conditions prescribed herein.
- AIFF under instructions from BEC reserves the right to call upon any or all the Bidders to satisfy AIFF/BEC 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 before the execution of the Contract. 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, AIFF under instructions of BEC may call upon any or all the Bidders to make a presentation to BEC in respect of the capabilities represented by the Bidder at any time before the execution of the Contract. Any Bidder who refuses to or otherwise neglects to make such presentation to BEC shall not be considered for any further evaluation and shall stand immediately disqualified from the Selection Process.
- 15.6 The mere instance of AIFF under instructions of BEC seeking any clarifications on any aspect of a Bid from the relevant Bidder would not entitle the Bidder to change or cause any change in the substantive part of the documents submitted. Any non-substantive change in the documents submitted shall be made with the leave of AIFF, under the instructions of BEC.
- 15.7 AIFF is under no obligation to declare the Bidder awarded the highest marks for its Financial Bid as the Selected Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily based on the documents/information provided by the Bidder) shall be a material criterion for awarding the Bid.
- 15.8 The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of BEC, such offices and other premises as may be necessary for the efficient and effective performance of its obligations under the scope of services.
- 15.9 The Selected Bidder shall receive a performance certificate issued by AIFF to the Selected Bidder upon satisfactory discharge of its services described in this RFQ.
- 15.10 It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors that may have any effect on the execution of the awarded Contract as described in the RFQ. AIFF/BEC 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 after the submission of the Bid on account of the failure of the Bidder to appraise itself of any legal or local operational conditions/factors.
- 15.11 AIFF reserves the right to ask for the deployment of resources for coordination and smooth execution of the obligations.

16. **FORCE MAJEURE**

Neither party shall be responsible for any failure to perform due to Force Majeure Events.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 The Selected Bidder will ensure that there is no violation of Intellectual Property Rights ("**IPR**") (*including any third-party owned intellectual property right*) or any other law in force while rendering the services and shall comply with the terms stipulated in the Contract in this regard.
- 17.2 The Selected Bidder acknowledges that any intellectual property that arises in the process of providing the services envisaged under this RFQ shall vest solely with AIFF. The Selected Bidder agrees to sign any documents and/or issue any waivers to assign such rights to AIFF, with immediate effect. In the event such rights are not assignable, by application of law, then the Selected Bidder shall license such rights, in an unrestricted manner to AIFF, in perpetuity, for no consideration.

18. **INDEMNITY**

- 18.1 The Bidder shall, at its own cost and expenses, defend and indemnify AIFF/BEC against all third-party claims arising out of or relating to the performance of the services, breach of Contract, including those of infringement of IPR, including patent, trademark, copyright, trade secret or industrial design rights, arising from the actions of the Bidder, in India or internationally. The Bidder shall expeditiously meet and defend any such claims, upon being notified of the same by AIFF/BEC.
- 18.2 If AIFF/BEC is required to pay compensation to a third party attributable to the actions of the Bidder, or otherwise on account of any wrongful actions attributable to the Bidder, the Bidder shall fully reimburse AIFF/BEC thereof, including all expenses and court and legal fees in relation to such claims.

19. **OTHER CONDITIONS**

- 19.1 AIFF under instructions of BEC reserves the right to blacklist a Bidder for a suitable period in case the Bidder fails to honour the Bid without sufficient grounds.
- 19.2 This RFQ does not confer any right to any Bidder on the services rendered/ to be rendered unless adjudged the Selected Bidder and unless a Contract is executed between it and AIFF.
- 19.3 AIFF/BEC will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representations during the Selection Process.
- 19.4 BEC's decision in respect of the Selection Process and short-listing of Bidders whose Financial Bid will be evaluated shall be final, and no claims whatsoever in this respect will be entertained. It is clarified that the Selection Process shall be determined purely at BEC's discretion, and no other party shall claim to have a right in determining such methodology and/or shortlisting.

20. **SUBCONTRACTING**

The Bidder may not subcontract any part of the services that it is required to provide under the RFQ without the prior written approval of AIFF under instructions of BEC. However, in case of any subcontracting under this RFQ, the Bidder will be entirely and solely responsible for execution and performance of the services and will be wholly responsible and liable for the actions of the subcontractors.

ANNEXURE A - INFORMATION REGARDING ANY CONFLICT OF INTEREST

- 1. Are there any activities carried out by the Bidder or its Affiliates, which are of a conflicting nature as mentioned in Clause 3.2 of this RFQ? If yes, please furnish details of such activities along with your Technical Bid.
- 2. If no, the Bidder shall certify the absence of any Conflict of Interest in the following format, on the Bidder's letterhead:

"All India Football Federation Football House, Sector – 19, Dwarka, New Delhi – 110 075

Subject: Absence of Conflict of Interest

I/We hereby declare that I/our firm, our associate/group firm, am/is not indulging in any activities that can be termed as conflicting activities under Clause 3.2 of this RFQ. I/We also acknowledge that in case of misrepresentation of the information, our Bid shall be rejected, or the Contract shall be terminated by AIFF with immediate effect.

Signature:
Name (in full):
Name of Organization:
Title:
Date:"

ANNEXURE B - FORM OF UNDERTAKING

To,
President,
All India Football Federation,
Football House, Sector – 19, Phase 1,
Dwarka, New Delhi – 110 075

[, I/WE < insert name> of < insert business address>

Hereby submit our Bid in response to the Request for Quotation (RFQ) for selection of an agency for managing the process relating to award of Commercial Rights belonging to the AIFF for a limited term, and undertake to complete the deliverables in a manner described in this RFQ and the Contract to be signed by us.

I/We understand that AIFF through BEC reserves the right to accept/reject any application, and the selection is at the sole discretion of AIFF through BEC.

Signature: Name (in full): Name of Organization: Title: Date: