REQUEST FOR PROPOSAL (RFP) FOR AWARDING THE RIGHT TO MONETISE THE COMMERCIAL RIGHTS BELONGING TO THE ALL INDIA FOOTBALL FEDERATION FOR A LIMITED TERM

RESPONSE TO BIDDERS' QUERIES

29.10.2025

Q1: As per Schedule 4, Point 5, Volume II, the Company shall provide AIFF with nine perimeter boards for every match of which six go to AIFF and three to the hosting club. Is this allocation negotiable?

A: Para 5 of Schedule 4 of RFP Vol II has been amended. Refer to Corrigendum 4 published on AIFF website.

Q2: As per the termination and performance security provisions in Volume II (Clause 15 & Clause 16), what constitutes "material breach" that would entitle AIFF to encash the Performance Security?

A: Refer to Clause 2.3 of RFP Vol-II, which states that - *"If the Company commits a material breach of any of the warranties, undertakings, obligations and/or conditions of this Agreement, then upon occurrence of such breach AIFF shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate relevant amounts from the Performance Security as damages."*

Q3: As per Schedule 6, Clause 5, Volume II, from season 2025–26, no franchise fee will be charged for teams, but this will impact the overall central pool. What about the teams that have existed from Year 1 of the ISL?

A: Refer to para 6 & 7 of Schedule-6, RFP Vol II.

Q4: As per Schedule 6, Clauses 6 and 7, Volume II, founding teams will contribute 10% of revenue while the new teams will contribute 20%. Revenue generated from certain clubs will be far greater than the rest; clubs that generate more revenue will have to pay more? Should there be a cap?

A: There is no cap on the revenue share amount. It will be based on total revenue of the clubs.

Q5: As per Schedule 6, Clause 11, Volume II, will clubs have to shell out an additional fee for the implementation of the Football Video Support System / VAR?

A: No, clubs will not have to shell out an additional fee for the implementation of the Football Video Support System / VAR.

Q6: As per Schedule 6, Clauses 6 and 7, Volume II, apart from the 10% and 20% club contributions, what are the other defined revenue sources for the League, and who funds the shortfall if revenues are insufficient in the early seasons?

A: In accordance with the RFP terms and conditions, the Company shall be responsible for the strategic monetization of the Commercial Rights by identifying and pursuing various revenue streams. Any resulting revenue shortfall shall be solely borne by the Company.

Q7: As per Schedule 6, Clause 9, Volume II, there are 14 participating teams in the 2025–26 season dropping down to 12 in subsequent seasons. What is the rationale behind this?

A: Refer to Corrigendum-1 published on AIFF website.

Q8: As per Schedule 6, Clause 10, Volume II, there is also a mention of parachute payments. What would those figures look like?

A: The quantum of the parachute payment shall be determined based on the Central Revenue Pool, as outlined in para 10 of Schedule 6, RFP Vol II.

Q9: What is the proposed prize money structure under this model, and who will bear the cost of paying it — AIFF or the Commercial Rights Holder?

A: The Company (i.e. Commercial Rights Holder) will bear the cost of paying prize money

Q10: In the previous ISL model, there was both a League winner and a Playoff winner. Will this two-title structure continue under this model, or are there any changes proposed?

A: To be decided by the Governing Council.

Q11: As per Schedule 6, Clause 8, Volume II, promotion and relegation have been implemented, which is contrary to what FSDL had initially proposed. What implications does this have?

A: Promotion and relegation have been implemented as per the judgment issued by the Hon'ble Supreme Court of India.

Q12: As per Schedule 6, Clause 14, Volume II, a salary cap of ₹18 crore has been specified for teams. How will this cap be monitored and enforced, what is the mechanism for verification of compliance, and which authority will be responsible for oversight?

A: To be discussed and monitored by the Governing Council

Q13: As per Schedule 6, Clause 14, Volume II, a salary cap of ₹18 crore has been adopted but should have allowed a cooling-off period for teams to adhere to it. What are the measures taken to monitor this?

A: To be discussed and monitored by the Governing Council; however, the AIFF Proposes restrictions on the registrations of new players for teams whose total wage bill exceeds the prescribed salary structure. This would incentivize clubs to renegotiate contracts and provide them an opportunity to honour existing player contracts if they choose to run them down.

Q14: There is no clause specifying pricing control for sponsorships. Does the Company have full freedom to determine sponsorship pricing?

A: Yes, the Company shall determine sponsorship pricing

Q15: As per Volume II, Schedule 4, Point 4, Participating Teams cannot sign new sponsorship agreements with competitors of any Official Licensee without the express written consent of the Company. Would want to understand what categories the Official Licensee would block and if it limits our opportunity to commercialize as a team.

A: To be discussed and monitored by the Governing Council

Q16: As per volume II, clause 2.1, we note that the Company is required to submit a Performance Security in the form of a Bank Guarantee from any Scheduled Bank. Kindly confirm if the AIFF will be willing to accept a parent guarantee in satisfaction of such requirement.

A: Performance security shall be in the form of Bank Guarantee only.

Q17: As per volume II, schedule 6, paragraph 11, We note that the Company is required to adopt a bidding process for selecting a media rights partner for the Competition. Kindly confirm if this requirement can be dispensed with if the Company wishes to exercise the Broadcast Rights by itself.

A: Para 11 of Schedule 6 of RFP Vol II has been amended. Refer to Corrigendum 4 published on AIFF website.

Q18: As per Volume II, Schedule I, We note that the first instalment for Season 25-26 of the Competition is payable by December 10, 2025. Given that the schedule of the Competition is yet to be finalised, kindly confirm if the AIFF will be willing to link the first payment tranche to the commencement of the Competition, once finalised (say 15 days before the Season starts).

A: In case the competition is delayed beyond the December window as envisaged, the same shall be mutually discussed between the Company and AIFF at the time of execution of the Agreement.

Q19: As per Volume II, Clause 6.5, We request the AIFF to share the viewership data for Season 2024-25 of the Competition as provided by the incumbent media rights holder. This will enable the bidders to forecast viewership for subsequent seasons and bid accordingly.

A:Data for Linear broadcast can be obtained from BARC by the Bidders. Data on digital streaming was proprietary to the platforms and is not available with AIFF.

Q20: We note that the Company has the obligation to produce the Matches of the Competition with prescribed standards. Kindly confirm if all Matches of the Competition through the Term are expected to be held in India itself, as the production costs and efforts would vary for the Company accordingly.

A: The Matches pertaining to the ISL i.e. if 14 teams participate, 189 matches in Season 1, are expected to be held in India. In the subsequent seasons, any such change for staging of Matches on account of any circumstance shall be with the approval of Governing Council only.

Q21: As per Volume II, schedule 6, paragraph 4, We note that the number of teams for Season 25-26 of the Competition will be 14 and for subsequent seasons is estimated to be 12. Kindly confirm if the AIFF will be willing to enter into a good faith discussion for reduction of Guaranteed Payment should the number of teams reduce below such numbers.

A: Refer to Corrigendum-1 published on AIFF website.

Q22: The RFP is silent on the archive rights of the seasons of the Competition conducted prior to the Term. Kindly confirm if the AIFF will be willing to provide archive footage to the Company for transmission (replays, highlights, etc). and promotional purposes.

A: AIFF will provide archive footage to the Company.

Q23: Based on past transmissions of the Competition, we assume that the media rights holder of the Competition will be entitled to exploit the commercial airtime and other related rights with a high level

of flexibility. This could include the following, during transmission (whether live/ on-demand/ surround content), as this would affect the value proposition:

(i) Pre, mid and post roll advertisements.

(ii) Astons.

(iii) Squeeze backs/ squeeze ups.

(iv) L-bands.

(v) Replay bugs.

(vi) Split screen, such that one side of the screen transmits audio-visual advertisements.

A: The said inventory shall be a part of the Commercial Rights as defined in Clause 1.1. of the RFP Vol II.

Q24: We note that the Company is entitled to transmit the Matches in cinemas and other commercial spaces. In this regard, we assume that the Company would be permitted to:

(i) onboard sponsors for such promotional events.

(ii) monetize the event by way of ticketed sales;

(iii) gratify users (for e.g, by way of prizes) as part of promotional activities.

Kindly confirm.

A: The Company shall be entitled to transmit with the approval of AIFF and Governing Council.

Q25: There appears to be inconsistency in Clause 10. While Clause 10.1 provides that the Company is entitled to use the Team and Player Information for the purpose of promoting and publicising the Competition, Clause 10.3 sets out that permissions and consents are required to be obtained by the Company for using such information. In this regard, we assume that all material/ marks/ images made available by AIFF to the Company (and its Official Licensees) will be rights-cleared for usage in the Territory and would not require the Company to obtain any approvals or bear additional costs. Kindly confirm.

A: Clause 10.1 of RFP Vol II has been amended. Refer to Corrigendum 4 published on AIFF website.

Q26: Kindly confirm if the AIFF would grant each of the following to the Company prior to commencement of each season, to enable the Company to promote/ market the Matches:

(i) Trailers.

(ii) Merchandise/ memorabilia.

(iii) Tickets: we assume that the AIFF would provide a reasonable number of hospitality packages for various matches. Kindly clarify the standard entitlements and process.

A: AIFF shall grant access to the Company as required. Hospitality packages provided will be decided by the Governing Council. The trailers for 2024-2025 season shall be governed by the rights of the current commercial partner.

Q27: As per Volume II, Schedule 4, we note that the Company is granted "Advertising Rights" which includes promotion of any brand on the clothing/ footwear/ equipment worn by the participating players in the Competition. However, Schedule 4 recognizes that participating teams may appoint their own sponsors. In this regard, kindly clarify whether jersey sponsorships will fall within the purview of the Company or of the Clubs.

A: This shall fall within the purview of the Company as defined under 'Advertising Rights'. While Participating Teams may appoint their own sponsors, the Company shall, subject to approval by the Governing Council, have the right to monetize designated real estate on players' apparel. Any conflicts arising from competing brand associations at the central and team levels shall be reviewed and resolved through deliberation and consensus within the Governing Council.

Q28: Kindly confirm if the Advertising Rights includes promotion of any brand on VAR (if introduced during the term).

A: The VAR/FVS (or equivalent) is proposed to be introduced from the upcoming season and is highlighted in para 11, Schedule 6 of RFP Vol II, that the same is the responsibility of the Company i.e. the commercial partner. Hence the advertising rights of any brand shall also lie with the Company

Q29: There appears to be an inconsistency in Clause 6.9 in terms of the minimum transmission requirements. We assume that the Company must ensure live transmission of the Matches of the Competition via television and digital means on a best-efforts basis only. Kindly confirm.

A: Clause 6.9 of RFP Vol II has been amended. Refer to Corrigendum 4 published on AIFF website.

Q30: Given the Term and the expected role of the Company in the development of Indian football, we wish to understand if the AIFF will provide the Company the right of first refusal to acquire commercial rights for events other than the Competition, such as Santosh Trophy, Super Cup etc. as well.

A: No Right of First Refusal (ROFR) is envisaged for the Company. However, given its experience and established role in the ISL, the Company may be afforded a fair opportunity when a commercial partner is considered for other competitions.

Q31: As per Volume I, Section 11, Can Annexure C (Commercial Bid) include optional revenue sub-heads (e.g., fan parks, international feeds) without disqualification, provided totals reconcile?

A: The commercial bid must specify a single consolidated figure under 'Guaranteed Payment'. This amount represents the total commitment by the prospective bidder, payable to the AIFF in accordance with Schedule 1 of Volume II of the RFP.

No breakdowns or component-wise disclosures are to be included in the commercial bid. While internal evaluations may consider such breakdowns separately, Bidders are required to submit only one unified figure in the Commercial Bid.

Q32: As per Volume I, Section15, Clarify basis & quantum of Bid Security and Performance Security (fixed % or fixed sum) and acceptable instrument formats.

A: Bid security quantum (Fixed sum) and acceptable instrument mentioned in Section 6.1 & 6.4 of RFP Vol-I, and Performance security quantum (3 times the guaranteed payment amount for Year 1 - Fixed sum) and instrument (Bank Guarantee) is mentioned in Clause 2 of the RFP Vol-II

Q33: As per Volume 1, schedule 9.4, Will AIFF issue one consolidated response to all bidder queries and by what date relative to the bid due date?

A: One consolidated response to all the Bidders' queries shall be published on the AIFF website.

Q34: As per Volume I, Section 4, Post-award, are changes in consortium shareholding allowed provided the lead retains management control? Please specify the approval process and any lock-in.

A: Refer to Clause 15 of RFP Vol II.

Q35: As per Volume I, Section 4, Please confirm if a consortium may meet eligibility jointly (e.g., one member meets financial criteria, another meets experience), and the documentation format for such combined compliance.

A: Relevant documentary evidence shall be submitted by the Consortium members.

Q36: As per Volume I, Section 13, Will AIFF share the Technical Evaluation marking matrix (sub-criteria / weights) used to assess the 35-mark qualification threshold?

A: Refer to Corrigendum 4 published on AIFF website that provides marking scheme for the sub-criteria mentioned at S.No. 4, Section 13.4 of RFP Vol I.

Q37: As per Volume II, clause 5.3, May the Company propose team revenue-share arrangements for ancillary digital rights/activations (within club-controlled domains) subject to Governing Council

A: All Commercial Rights exploitation is as per the definition in Clause 1.1 of RFP Vol II

Q38: As per Volume II, Article 5, Please delineate Reserved / Excluded Rights vs rights granted to the Company, including any AIFF/club retainers (e.g., perimeter boards).

A: Excluded Rights are mentioned in Schedule-4, RFP Vol II

Q39: As per Volume II, Article 7 & 8, Confirm decision-making scope of Governing Council vs Management Committee (approval vs implementation; veto/casting vote mechanics).

A: The Governing Council shall deliberate on operational and commercial matters, including but not limited to those set out in Schedule 6, RFP Vol II. Management Committee shall supervise the business of the Governing Council and ensure effective implementation of the Agreement, including all decisions requiring consultation between AIFF and the Company, as per the AIFF's Constitution.

Q40: As per Volume I & II, Schedule 1 / section 15.2, Please confirm payment schedule mechanics for the Guaranteed Payment vs 5% of Gross Revenues (reconciliation timing and interest on shortfall).

A: Refer to Schedule-1 of RFP Vol-II

Q41: As per Volume II, clause 6.3, Confirm international distribution obligations: reporting frequency/format for feed delivery metrics and approval of windows.

A: The same shall be approved by the Governing Council, comprising the Company and the broadcaster as its members.

Q42: As per Volume II, Will AIFF provide Model Match Staging Regulations before signing to enable accurate compliance costing (security, platforms, power, etc.)?

A: Refer to Schedule 5 (Production specifications) of RFP Vol II.

Q43: As per volume II, Schedule 4, point 4, For match count variance from 189, confirm the adjustment process to first-year Guaranteed Payment and minimum floor application.

A: Refer to Clause 4 of Schedule 6, RFP Vol II

Q44: As per Volume II, clause 6.6, Confirm frequency/process for furnishing certified copies of Official Licensee agreements to AIFF and audit rights.

A: Certified copies of Official Licensee agreements shall be furnished to AIFF within 7 (seven) days of execution of such agreement. Clause 6.6 of RFP Vol II has been amended. Refer to Corrigendum 4 published on AIFF website.

Q45: As per Volume II, clause 6.6, Is there any limit on number of Official Licensees across categories (sponsorship, merchandising, pourage), or is it at Company discretion with GOVERNING COUNCIL approval?

A: It is at the Company's discretion with the necessary approval from Governing Council.

Q46: As per Volume 1, Section 9, Will the Pre-Bid Conference allow verbal clarifications in addition to written questions submitted by the cutoff?

A: Response to all written queries received from Bidders have been published in this document on the AIFF website.

Q47: As per Volume 1, Schedule 5 & 6, Clarify AIFF approval mechanism for creation of new rights or sublicences not explicitly listed (e.g., fan parks, new digital formats).

A: Other Rights are Excluded Rights (Refer to Schedule-4, RFP Vol-II).

Q48: As per Volume I, section 10, Please confirm allowable file formats (Excel/PDF/both), max file size, and password protection rules for email submission.

A: Refer to Clause 3.10 (b) of RFP Vol I- The Bidder shall ensure that all documents submitted are in a format that is legible, uncorrupted, and can be readily accessed and opened by AIFF without requiring proprietary or uncommon software. Max File Size shall be 50 MB. Refer to Clause 3.10 (c) of RFP Vol I - 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.

Q49: As per Volume II, confirm that Territory = World allows sublicensing in non-Indian markets, subject to Governing Council approval and compliance.

A: Refer Clause 5.3, RFP Vol II - Company and/or the Official Licensees are free to exploit the Commercial Rights throughout the Territory subject to national laws and the applicable rules of FIFA, AFC, SAFF and any other regional body as classified by AFC & FIFA from time to time.

Q50: As per Volume II, clause 6.5, Specify service-level timelines for post-season viewership & digital analytics submissions and auditability.

A: Refer to Clause 6.5 of Vol II of the RFP

Q51: Kindly clarify the definition of founding and non-founding clubs.

A: Founding clubs are Chennaiyin FC, Mohun Bagan SG, FC Goa, Kerala Blasters FC, NorthEast United FC, Mumbai City FC, Odisha FC, Sporting Club Delhi. Non-founding club is any club excluding the Founding Clubs

Q52: What is the definition of "Club Revenues," and what specific income heads or components are included under it for Participating Clubs?

A: All revenues of the Participating Team excluding Central Revenue pool and grassroot grants from the Company.

Q53: We understand that the Central Revenue Pool will remain at least equal to the previous season; however, clarification is needed on the distribution structure and percentage of Central Rights Income for the Participating Clubs?

A: Refer to para 12 of Schedule 6, RFP Vol II.

Q54: Kindly clarify the indicative amount or range that Participating Clubs can expect to receive as part of the grassroots development grant, given that 70% of the Company's contributions will be distributed equally among the Participating Teams? Additionally, will there be any cap or ceiling prescribed on the grant amount to be received by each club?

A: As per the terms and conditions set forth in the RFP, the Company will be required to contribute a certain percentage of its Gross Revenue towards grassroots development The actual amount depends on the revenue generated by the Company in any particular season. No cap/ceiling has been envisaged for the grant amount that can be received by any club.

Q55: While the introduction of VAR/VSS and Parachute Payments are positive steps that contribute to the overall development and professionalism of Indian football, kindly clarify how the interests of the Participating Clubs will be safeguarded in terms of their central revenue pool share, considering the potential impact of these costs on the overall distribution?

A: Parachute Payments are borne by AIFF. With respect to VAR/VFS, the cost would be borne by the Company

Q56: Will Participating Clubs be required to pay any participation, franchise, or other fees to the selected bidder under the future Participation Agreement, apart from those specified in Serial no. 7 of Schedule 6?

A: No additional fees shall be paid by participating clubs apart from those specified in para 7 of schedule 6 of RFP Vol II

Q57: How will promotion and relegation be managed with the expansion to 14 teams, especially if a promoted club in future lacks financial capability?

A: Decision on such matters to be taken by Governing Council with necessary approvals from AIFF as per the AIFF's Constitution

Q58: Will clubs retain rights to sign local or regional sponsors in categories not taken by league partners?

A: Clubs will retain the rights to sign local or regional sponsors in categories not taken by league partners

Q59: Considering that most potential sponsors are likely to confirm their commitments only after the formal signing of the MRA and the onboarding of the Commercial Rights Partner, could AIFF kindly consider extending the timeline for Participating Clubs to submit their confirmed list of sponsors from seven days to at least three months, or alternatively, align it with the signing of the Participation Agreement between the Clubs and the Commercial Rights Partner and the AIFF?

A: Can be considered for the first season provided the final list is shared with the Company and AIFF to ensure the correct calculation of total revenues of the said club and its contribution obligations to the Central Pool are taken care of

Q60: Kindly clarify how many in-stadium and matchday branding assets (such as LEDs, static boards, backdrops, and fan zones) will be allocated to the respective Participating Clubs?

A: Decision on such matters to be taken by Governing Council

Q61: In the previous ISL season, host clubs had a total of 53 static boards in the stadium, of which 19 were allocated to club sponsors and 34 to central sponsors. How will this allocation be structured and managed under the new commercial framework?

A: Decision on such matters to be taken by Governing Council.

Q62: Is there any proposed change in the LED perimeter board allocation, particularly in the duration allotted to club sponsors (previously 30 minutes per match), compared to central sponsors?

A: Decision on such matters to be taken by Governing Council.

Q63: Who will be responsible for the initial installation and setup of the league's "look and feel" branding in the stadiums? In previous seasons, this was undertaken by the league prior to the first match, with clubs subsequently maintaining or reinstalling as required. Will the same process continue?

A: The Company will be responsible for initial installation, maintenance would be taken care by the clubs as required

Q64: Since pouring rights move to the Company, can clubs still onboard local beverage or hospitality partners?

A: Yes. However, para 4 of Schedule 4, RFP Vol II(*"Participating Teams cannot sign new sponsorship agreements with the competitors of any Official Licensee without the express written consent of the Company"*) will have to be adhered to.

Q65: Can clubs monetize their own content and use match footage for branded or sponsor-led digital campaigns? Last ISL season, the limit was 180 seconds per match.

A: Decision on such matters to be taken by Governing Council

Q66: As per Volume I, clause 13.4, S.No. 2 - Request if the criteria can allow the bidders to showcase the experience of less than 5 years.

A: For the purpose of evaluation under this criterion, the cumulative experience of the bidder will be assessed based on their best five calendar years within the period from CY2019 to CY2024. Bidders are required to submit details corresponding to their five most successful years during this timeframe. The cumulative experience from these selected years will be totaled and averaged (divided by five) to determine the final score. This approach has been adopted in recognition of the reduced number of events and operational disruptions during CY2020 due to the COVID-19 pandemic. S. No. 2, Section 13.4 of RFP Vol I has been amended. Refer to Corrigendum 4 published on AIFF website.

Q67: As per Volume I, clause 13.4, S.No. 3 - Request if the criteria can allow the bidders to showcase the experience of less than 5 years.

A: The terms and conditions set forth in the RFP shall prevail.

Q68: What is the AIFF's envisaged Club Competitions Pyramid over the term of the Agreement, and how is this structure expected to evolve season to season? The response should outline the number of League tiers (extending at least to the State Leagues), the number of teams and formats in each tier, and the linkages between tiers through promotion and relegation.

A: The current RFP is envisaged for the ISL only, and the same is envisaged in line with the roadmap agreed with the AFC. It is envisaged that 14 teams be a part of the ISL 2025-2026, subject to all teams meeting the licensing conditions, with 1 promotion and 1 relegation (from and to I-League) envisaged every year. Any expansion of the teams beyond 14, during the Term shall be subject to the decisions of the Governing Council, as outlined in para 9 of Schedule 6, RFP Vol II and Corrigendum 1. The broader pyramid and league structures get set out every 4 years as part of the AIFF Strategic Plan Cycles which gets ratified by the AIFF Exco.

Q69: What is the AIFF's plan to ensure the competitive and financial strength of the tiers below the ISL? What proportion of the Annual Guaranteed Payment (or Revenue Share) from the ISL will the AIFF earmark for this purpose and across tiers?

A: The AIFF may appoint commercial partners to manage other leagues owned by AIFF. Further, the AIFF Executive Committee has the power to regulate such competitions by way of forming committees.

Q70: RFP documents propose promotion and relegation at the ISL level starting from the 2025-26 season. How will AIFF ensure that promoted Clubs add value to the ISL and its stakeholders?

A: The promoted club would have come through each season through the I-League competition, and hence would be sufficiently equipped to compete effectively in the ISL from a sporting perspective. Additionally they would be subject to Premier 1 licensing criteria that provide adequate structural and financial guardrails

Q71: What are the licensing, financial and competitive criteria for promotion of a Club to the ISL? Who can modify these rules and how?

A: All clubs who are a part of the ISL have to necessarily meet the Premier 1 licensing criteria as set out by the AIFF

Q72: Will the AIFF restrict direct entry of new Clubs at the I-League, I-League 2 and I-League 3 levels so as to ensure that strong Clubs progress organically up the pyramid and that unsustainable clubs with weak fan following do not get entry into ISL within years of existence via a direct entry in I-League (or similar)?

A: The broader pyramid and league structures get set out every 4 years as part of the AIFF Strategic Plan Cycles which gets ratified by the AIFF Exco. Any operational matters pertaining to the entire football pyramid shall be discussed in the Governing council before the commencement of the Competition.

Q73: What is the envisaged Senior Men's Football season calendar, including all Club Competitions in which ISL Clubs will participate, as well as other tournaments (such as National Team fixtures and camps) that involve Participating Players?

A: AIFF will decide the overall calendar and share it with the Governing Council

Q74: Further what process and timelines will be followed each season to ensure that all competitions are appropriately scheduled, allowing the ISL stakeholders adequate time to plan, monetize and complete its matches?

A: AIFF will decide the overall calendar and share it with the Governing Council

Q75: What is the AIFF's plan to accelerate the development of footballing talent in India?

A: Separate note has been provided as part of the National Junior Development Program. The same is uploaded on AIFF website (https://www.the-aiff.com/documents).

Q76: What proportion of the Annual Guaranteed Payment (or Revenue Share) from the ISL will the AIFF allocate towards talent development initiatives?

A: AIFF to share a detailed plan accounting its contribution as well as the company's contribution through their grassroots commitment pooled together as part of the National Junior Development Program.

Q77: What is the envisaged structure of Youth Leagues over the term of the Agreement? How will this evolve season to season?

A: A note has been provided on the overall structure. Youth Leagues to be part of the overall 'National Junior Development Program'. The same is uploaded on AIFF website (https://www.the-aiff.com/documents).

Q78: What proportion of the Annual Guaranteed Payment (or Revenue Share) from the ISL will the AIFF allocate towards Youth Leagues?

A: A note has been provided on the overall structure. Youth Leagues to be part of the overall 'National Junior Development Program'. The same is uploaded on AIFF website (https://www.the-aiff.com/documents).

Q79: What is the overall League governance framework envisaged by the AIFF?

A: The Governing Council shall deliberate on operational and commercial matters, including but not limited to those set out in Schedule 6, RFP Vol II. Management Committee shall supervise the business of the Governing Council and ensure effective implementation of the Agreement including all decisions requiring consultation between AIFF and the Company, as per the AIFF's Constitution.

Q80: The Draft Agreement refers to a Governing Council and a Management Committee. AIFF is requested to clarify the distinct roles, responsibilities, and decision-making processes of these bodies.

A: The Governing Council shall deliberate on operational and commercial matters, including but not limited to those set out in Schedule 6, RFP Vol II. Management Committee shall supervise the business of the Governing Council and ensure effective implementation of the Agreement, including all decisions requiring consultation between AIFF and the Company, as per the AIFF's Constitution.

Q81: Post grant of rights to Company, other than the Governing Council and the Management Committee, will any other AIFF body such as the Executive Committee or General Body, play a decision-making role with respect to the ISL? If yes, please elaborate and clarify.

A: Since the Executive Committee has approved the RFP (Vol I and Vol II), only material changes may require further approval by the Executive Committee, to ensure the integrity and sanctity of its original approval is maintained. Further, as per the AIFF's Constitution any transactions that exceeds the threshold of INR 5Cr would be escalated to the management committee who would then in turn get such decisions ratified and provide necessary approvals, as per AIFF's Constitution.

Q82: The Draft Contract sets out several guidelines and conditions with respect to the relationship between the Company and the Participating Teams, such as the Revenue Share from the Company to the Teams and the Local Revenue Share from the Teams to the Company. However, these are not exhaustive and leave a lot of gaps.

i. Does the AIFF currently have, or intend to introduce, a standard agreement governing the relationship between the Company and the Participating Teams?

ii. If such a standard agreement exists or is envisaged, AIFF is requested to share the same to enable assessment of its potential commercial and operational implications.

iii. If such a standard agreement does not exist, the AIFF is requested to clarify the mechanism for resolving disputes or differences that may arise between one or more Participating Teams and the Company in the absence of a common agreement post the award of the Rights to the Company

A: The RFP has taken into account inputs from 11 participating clubs and the revised commercial structure shall be explained to all the clubs including any queries prior to the bid submission.

Specifically, the AIFF is the owner and operator of the ISL, and hence will be a party to the agreement between the Participating Teams and the Company (i.e. the commercial partner). The same is envisaged to be a tripartite agreement which will lay out the roles and responsibilities of each party in the conduct of the ISL. Schedule 6 of RFP Vol II outlines these responsibilities.

Further, since the AIFF, The Company and representatives from the Participating Clubs will be a part of the Governing Council envisaged, all operational matters and commercial allocations going ahead, shall be approve by the Governing Council

Q83: The Club Licensing Framework sets the professional standards for Participating Teams and directly influences the commercial potential of the Competition.

i. What is the envisaged Club Licensing Framework that will govern ISL Clubs including Promoted Clubs?

ii. What will be the deadline for completing Club Licensing norms for ISL Clubs including Promoted Clubs?

iii. What is the level of visibility and involvement that the AIFF will provide to the Company in relation to the Club Licensing process?

A: Premier 1 is applicable, as followed in previous seasons, based on the decision given by the Club Licensing Committee/Club Licensing Appeals Committee based on the Club Licensing Regulations.

Q84: How will the AIFF support the Participating Teams in moving towards Financial Viability?

A: The commercial structure which impacts the Participating Teams has been set out in Schedule 6 of RFP Volume II.

Q85: Will the AIFF take up specific obligations such as making the stadiums available for ISL matches free of cost and/or at reduced rental costs? Request AIFF to provide a list of such interventions they will undertake to enable financial viability.

A: As outlined in para 4 of Schedule 6, RFP Vol II, the AIFF shall make its best endeavor and guarantee to schedule 189 matches. This shall include best endeavor to ensure stadiums are available for the matches as discussed in the Governing Council

Q86: AIFF has proposed a salary cap of Rs. 18,00,00,000 per year for Participating Teams as well as taken the onus of enforcing the salary cap upon itself. While the proposed salary cap is benchmarked to current salary cap for ISL Teams, Participating Teams have regularly raised concerns about high salary structure in Indian football. Request AIFF to clarify its guideline on player salaries viz the total league revenue (across Central Revenue and Local Revenue) so as to balance the objectives of Commercial Viability and Player welfare.

A: The salary caps are as defined in para 14 of Schedule 6, RFP Vol II and measures to enforce the salary caps. The same is envisaged to bring long term sustainability across Participating Team operations. As subsequent revisions to the salary cap would be an agenda point taken up annually by the governing council.

Q87: As per volume I clause 1.1 (a), Request AIFF to provide definition for "India's top tier domestic professional football league competition for men". Further, AIFF to clarify if the RFP is for ISL specifically or for India's top tier domestic professional football league competition for men which happens to the ISL currently. If it is the latter, under what circumstances and provisions can the AIFF (i) rename the ISL and (ii) designate another tournament or league as India's top tier professional football league competition replacing the ISL"

A: Refer to Clause 5.7 of vol-II which states that - *"AIFF warrants and undertakes the Competition shall, throughout the Term, continue to constitute the top-tier of India's domestic professional football league competition for men."*

Q88: As per volume I clause 1.8, This information is material to the financial projections made by the interested Bidders. Request AIFF to share the current Competitions Regulations to enable Bidders to make their assessments.

A: The same can be accessed in this link [Documents & Regulations]

Q89: As per volume I clause 2(m), This information is material to the financial projections made by the interested Bidders. Request AIFF to share the current Competitions Rules to enable Bidders to make their assessments.

A: The same can be accessed in this link [Documents & Regulations]

Q90: As per volume I clause 2(s), There is a reference to regulatory and 'sports authorities. We understand that the reference to sports authorities shall be limited to FIFA and AFC, which are authorities to whose rules & regulations AIFF is bound by its membership and not any other sporting authorities, especially unrelated to football.

A: Section 2(s) of RFP Vol I has been amended. Refer to Corrigendum 4 published on AIFF website.

Q91: As per volume I clause 2(x), This information is material to the financial projections made by the interested Bidders. Request AIFF to share the current Match Staging Regulations to enable Bidders to make their assessments.

A: AIFF's constitution, applicable laws and judgements and rules and regulations are uploaded on AIFF website (https://www.the-aiff.com/documents).

Q92: As per volume I clause 2(y), 10.3 and 10.9(viii), This information is material to the financial projections made by the interested Bidders. Request AIFF to share the current Operational Rules to enable Bidders to make their assessments especially as 10.3 gives AIFF the right to reject bids.

A: AIFF's constitution, applicable laws and judgements and rules and regulations are uploaded on AIFF website (https://www.the-aiff.com/documents).

Q93: As per volume I clause 2(dd), We assume AIFF is referring to the Laws of the Game published by IFAB. Please confirm.

A: Yes.

Q94: As per volume I clause 3.2 (a), Please confirm that it will only be the Bid Security that will be appropriated at this stage and not the Performance Security

A: If the Selected Bidder is found to have a Conflict of Interest at any stage after the execution of Contract, then Performance Security will be appropriated.

Q95: As per volume I clause3.2 (a), We suggest that this principle should also apply to the State Football Associations and Office bearers therein

A: The terms and conditions set forth in the RFP shall prevail.

Q96: As per volume I clause 3.2 (a), We request clarity if this principle of Conflict of Interest applies to existing professional clubs in India, including owners or significant shareholders, across the Competitions pyramid.

A: Refer to Clause 3.2(b) of RFP Vol I, that outlines the circumstances under which a Bidder may be considered to have a Conflict of Interest.

Q97: As per volume I clause 3.2 (b) (v), We request that commercial relationships, existing or which may occur in the future under independent commercial arrangements and are not related to the ISL be excluded from the ambit of Conflict of Relationship definition.

A: Clause 3.2(b)(v) of RFP Vol I, clarifies that any commercial relationship "that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other…" is what would be deemed to be conflict of interest and any commercial relationship would not act as a disqualification event.

Q98: As per volume I clause 3.5(a), Please confirm that any Bid Security paid by the Bidder will be refunded immediately. This should also apply in case the process is annulled.

A: Yes.

Q99: As per volume I clause 3.6 & 3.14, We would request there be a stop date here which can be around 5 days prior to the Bid Date in case such amendments/variances have a material impact on the Bid.

A: Refer to Section 3.6 (b), RFP Vol I.

Q100: As per volume I clause 3.7(b)(vii), Bidders cannot give the commitment set out herein till such time the AIFF provides the Bidder with the latest version of the relevant rules and regulations. Also, AIFF to confirm which 'judgments' are being referred to herein.

A: AIFF's constitution, applicable laws and judgements and rules and regulations are uploaded on AIFF website (https://www.the-aiff.com/documents).

Q101: As per volume I clause 3.10(c), AIFF to confirm whether or not the separate email with the list of documents forming part of the Bid Documents, also needs to be password protected.

A: It is not a mandatory requirement for the list to be password protected.

Q102: As per volume I clause 4.2(b), AIFF to confirm whether or not the Bidder can fulfill the Net worth Eligibility Criteria and the Performance Security requirements through different Group Entities and if so what additional conditions if any, would apply.

A: The Net worth criteria is applicable for the Bidder i.e. standalone, or a Consortium as defined in the said clause. The Bidder can suitably structure a Consortium to meet the Eligibility criteria

Q103: As per volume I clause 4.2(c), Please clarify whether the criteria for a Fit and Proper Person applies to the bidding entity only and not to all Group Entities, as for a diversified conglomerate this would not be possible to certify.

A: Fit and Proper Criteria to apply to Bidding Entity including those entities whose technical and financial capabilities are showcased in response to the evaluation criteria under Section 13.4 of RFP Volume I.

Q104: As per volume I clause 4.2(c), We suggest that AIFF include the following to the list of criteria for determining if the Bidder is a "fit and proper person"

- **Bidder (including any Affiliate and /or Group Entity) should not have any direct or indirect involvement in the operations of activities that are illegal, banned or unregulated in India such as**

Betting, Gambling, Cryptocurrency trading, Real Money Gaming, whether these activities of the Bidder be operating in India or overseas.

A: The terms and conditions set forth in the RFP shall prevail.**Q105: As per volume I clause 4.2(c), We suggest that AIFF include the following to the list of criteria for determining if the Bidder is a "fit and proper person"**

- **Bidder should not have any overdue unpaid payments towards the AIFF, Participating Teams, Participating Players or any other stakeholder in ISL (or Indian professional club football ecosystem).**

A: The terms and conditions set forth in the RFP shall prevail.

Q106: As per volume I clause 5.1, AIFF to ensure that any relevant information in relation to the Bid process should be provided to the Bidder well in advance of the Bid Due Date and in case any amendments are proposed by AIFF, which requires substantial amendments in the bid, the Bidders should be provided extension to submit the bid.

A: Refer to Section 3.6 (b), RFP Vol I.

Q107: As per volume I clause 5.5, While the costs mentioned (such as diligence costs/ meeting costs etc.) here shall be borne by the Bidders, in case of unilateral cancellation/ withdrawal of the Bid Process by AIFF, the Bid Security should be refundable. Request AIFF to confirm.

Yes, the same will be refundable

Q108: As per volume I clause 6.8(c), AIFF to confirm the stipulated timeline within which the contract has to be signed and the AIFF ought to grant a window to the successful Bidder to agree upon the terms of the Contract with AIFF.

A: AIFF, under the instructions of BEC, would provide reasonable time to the Selected Bidder to enter into the Contract and such stipulated time would be mentioned in the LOA to be issued to the Selected Bidder.

Q109: As per volume I clause 7.1, Let us know the rationale behind the 45 days Bid validity period and its implications on the scheduling of the 2025-26 Football Calendar.

A: The 45-day bid validity period has been defined to ensure adequate time for the evaluation of bids, internal approvals, and finalization of contractual arrangements. AIFF, under the instructions of BEC would make best endeavor to conclude the procurement process in such a way that the 2025-26 season starts in December 2025.

Q110: As per volume I clause 9.2, The AIFF ought to give the Bidders a commitment that the queries which are necessary for a thorough Bid evaluation by the Bidder are duly answered and responded to by the AIFF prior to the Pre-Bid Press Conference and that the response is fairly accurate to enable Bidder to evaluate the proposal.

A: RFP conditions would be applicable here. Refer to Section 9.4 of RFP Volume I

Q111: As per volume I clause 9.3, AIFF to confirm the manner in which such Pre-Bid Conference will be held. For instance, will all the Bidders be present together during the Pre-Bid Conference or will the AIFF interact with each Bidder separately.

A: Notice to Bidders on Pre-Bid Conference was published on AIFF website.

Q112: As per volume I clause 9.3, Will the Pre-Bid Conference be recorded and will minutes of the same be shared? And what if a Bidder cannot join due to technical/connectivity reasons?

A: The responses to all the written queries and those raised during the Pre bid Conference will be published on AIFF website, without disclosing the names of the prospective Bidder(s) who have submitted / raised such queries..

Q113: As per volume I clause 9.3, If a Bidder doesn't confirm their availability for the Pre-Bid Conference does that mean their queries will be unresolved/not responded?

A: The responses to all the written queries and those raised during the Pre bid Conference will be published on AIFF website, without disclosing the names of the prospective Bidder(s) who have submitted / raised such queries..

Q114: As per volume I clause 9.3, The rationale behind AIFF not sending its responses to the queries in writing prior to the Pre-Bid Conference. We request the AIFF to provide its responses prior to the Pre-Bid Conference for ease of discussions.

A: The approach of providing written responses after the Pre-Bid Conference is intended to ensure that all bidders benefit from a consolidated and consistent set of clarifications. The Pre-Bid Conference serves as a platform for open dialogue, where key queries can be discussed collectively, and additional points of clarification may emerge during the session itself. Capturing these insights in a single, comprehensive response document helps avoid fragmented or premature communication.

This process also ensures that any verbal clarifications or discussions during the conference are accurately reflected in the final written responses, which will be published on the AIFF website.

Q115: As per volume I clause 10.1, AIFF to specify the file size for the submission of Bid Documents via e-mail. AIFF to specify if any size limit applies to the emails and/or attachment(s) which Bidders are required to comply with.

A: As discussed in the Pre-Bid Conference - Mailbox size of 50 MB shall be made available for a mail from the Bidders.

Q116: As per volume I clause 10.2, We understand that the Technical and Commercial Bid needs to be submitted in a single email. We also understand that the documents mentioned in limbs 10.2 (a) through (d) also need to be submitted. AIFF to clarify whether these documents are required to be submitted along with the Technical and Commercial Bid in the same email.

A: Refer to Section 3.10 (c), RFP Vol I.

Q117: As per volume I clause 10.6, AIFF to clarify what are the exceptional circumstances referred to herein. Please confirm that it will only be by email and not by Fax.

A: Section 10.6 of RFP Vol I has been amended. Refer to Corrigendum 4 published on AIFF website.

Q118: As per volume I clause 11.2, AIFF to clarify if all queries raised by Bidders and AIFF's response thereto will be shared amongst all the Bidders.

A: Refer to Section 9.2 of RFP, Vol I which states that - *"All responses given by AIFF/BEC will be distributed to all the Bidders by uploading them on the Website."*

Q119: As per volume I clause 13.3(c) read with 13.4, Please clarify the manner in which the points shall be calculated to reach the 70% threshold. Further please clarify if "other live events" as mentioned in point 2 of the table in clause 13.4 need to be related to sports events only. Also, while point 3 clarifies "in or outside India", please confirm if the same applies to point 2 as well.

A: Refer to Corrigendum 4 published on AIFF website, which provides marking scheme for the sub-criteria mentioned at S.No. 4, Section 13.4 of RFP Vol I. Live events mentioned in S.No. 2 and 3 are not restricted to sports alone. For S.No. 2 and 3, the events may be held either in or outside India.

Q120: As per volume I clause 13.3(d), Request AIFF to clarify through illustration. What is the relevance of financial score in view of 13.3(e).

A: Section 13.3 (d) of RFP Vol I shall stand deleted. Refer to Corrigendum 4 to published on AIFF website.

Q121: As per volume I clause 13.3(e), This is contradiction to what is mentioned by AIFF at clause 16.7. Clause 13.3(e) states that the highest Commercial Bidder automatically becomes the Selected Bidder but clause 16.7 states that AIFF is under no obligation to declare the Bidder awarded the highest marks for its Commercial Bid as the Selected Bidder. This seems to be discrepancy. AIFF to confirm.

A: Section 16.7 of RFP Vol I shall stand deleted. Refer to Corrigendum 4 to published on AIFF website.

Q122: As per volume I clause 13.3(f) and (g), What is the timeline envisaged for conclusion of the second and third round of Bidding, if any, given the time constraints for implementing and conducting the 2025-26 Season with 189 Matches?

A: AIFF, under the instructions of BEC would make best endeavor to conclude the procurement process in such a way that the 2025-26 season starts in December 2025.

Q123: As per volume I clause 13.4(1), We suggest given the overall financial commitments required of the Bidders the scoring criteria bands be changed as below:

•INR 250 Cr to 350 Cr - 1 Mark

•INR 351 Cr to 450 Cr - 2 Marks

•INR 451 Cr to 550 Cr - 3 Marks

•INR 551 Cr to 650 Cr - 4 Marks

•INR 651 Cr to 750 Cr - 5 Marks

•More than INR 750 Cr - 6 Marks."

A: The terms and conditions set forth in the RFP shall prevail.

Q124: As per volume I clause 13.4(3), Considering that (i) the Central Revenue pool generated by the company will comprise both Media Rights Revenue and Sponsorship Revenue and that (ii) Media Rights and Sponsorship assets are often bundled for revenue maximization, the scores on this criterion should be awarded for aggregate amounts of sponsorships and media rights revenues raised on a combined basis.

A: The terms and conditions set forth in the RFP shall prevail.

Q125: As per volume I clause13.4(4), What are the timelines envisaged by the AIFF for the Bidders to make the technical presentations? No timelines for the same have been set out in the RFP.

A: The timeline shall be intimated to the eligible Bidders.

Q126: As per volume I clause13.4(4), AIFF has requested the Bidder to submit a 'Vision for ISL'. We request AIFF to provide its vision and its roadmap for professional club football and the football league pyramid in India over the next 15 years, so as to enable Bidders to align with AIFF's vision and roadmap.

A: Uploaded on AIFF website (https://www.the-aiff.com/documents).

Q127: As per volume I clause13.4(4), AIFF has requested the Bidder to submit 'Value Addition for Talent development'. Accordingly, AIFF to clarify if Talent development forms part of the obligations of the Selected Bidder or the AIFF, since it is currently not clearly specified in the RFP.

A: As per the terms and conditions set forth in the RFP, the Company will be required to contribute a certain percentage of its Gross Revenue towards grassroots development. There is no other obligation on the Company with respect to talent development.

Q128: As per volume I clause13.4(4), The potential commercial value will be directly impacted by the quality of talent development in Indian football. We request AIFF to provide a clear plan for Indian football talent development over the next 15 years either directly through AIFF through its affiliated State FA or through is licensed professional football clubs

A: It is envisaged that the Selected Bidder would help outline their view on the commercial monetization of ISL as a product, considering the number of teams and matches envisaged by AIFF, and the commercial structure mandating the grassroots development commitment.

Q129: As per volume I, Clause 14.2 states, in the second last line, that 'In such a case, AIFF, under the instructions of the BEC, may award a new LoA to any Bidder other than the Bidder who did not submit the highest Bid Value – the phrasing of this sentence is not clear. What are the intended implications here?

A Section 14.2 of RFP Vol I has been amended. Refer to Corrigendum 4 published on AIFF website.

Q130: As per volume I clause14.2, What are the timelines for the declaration of the Selected Bidder?

A: AIFF, under the instructions of BEC would make best endeavor to conclude the procurement process in such a way that the 2025-26 season starts in December 2025.

Q131: As per volume I clause15.1, We request AIFF to consider the below request in view of the continued financial stresses of the professional club football ecosystem:

• Remove the requirement of the minimum Guaranteed Payment currently specified as INR 37,50,00,000 (Indian Rupees Thirty-Seven Crore and Fifty Lakh only) and let the Bidders specify the Guaranteed Payment they are ready to commit.

• Modify the requirements of sharing 5% of Gross revenues to sharing 5% of Net Revenues (Net Revenue should be calculated as Gross Revenues minus all applicable costs and taxes towards the organization of the Competition).

• We assume that references to service tax are erroneous."

A: The terms and conditions set forth in the RFP shall prevail. AIFF will co-operate in complying with all the applicable tax regulations. The term ‘Service Tax’ in the RFP to be read as ‘Goods and Service Tax (GST)’.

Q132: As per volume I clause16.11, AIFF needs to clarify what is the intention behind this? Is AIFF reserving the rights to deploy its own resources or is it asking the Company to deploy its resources.

A: The intent is to ensure smooth execution of the obligations and effective coordination with the Company.

Q133: As per volume I clause17, How and when will the Bid Security be appropriated by the AIFF if the Bidder is unable to perform due to the Force Majeure event. AIFF should confirm that the Bid Security will be refunded in case the Bidder is unable to perform due to Force Majeure event.

A: Refer to Section 6.8, RFP Vol I. AIFF, under the instructions of BEC, may award an extension of time to the Bidder to perform in case of a Force Majeure event.

Q134: As per volume I clause18 & 19, Please clarify why these provisions are included in the RFP document as it covers contractual obligations, which should be covered in the Agreement and not the RFP document. AIFF to also confirm that unless a Bidder executes a final Contract upon its selection, there shall be no indemnity obligation whatsoever.

A: The terms and conditions set forth in the RFP shall prevail. Bidders shall refer to RFP Vol II with respect to provisions on intellectual property rights and indemnity.

Q135: As per volume I clause20.1, AIFF to confirm on what criteria and for what duration will a Bidder be blacklisted.

A: The duration would be in discussion with Bid Evaluation Committee (BEC).

Q136: As per Volume II, Section C, clause 1.1, AIFF to confirm which tournament regulations are being referred to here and provide a copy of the same.

A: Competition Regulations are being referred here.

Q137: As per Volume II, Section C, clause 1.1, Can AIFF provide the list of the logos which are owned and controlled by it?

A: AIFF will share it with the Selected Bidder.

Q138: As per Volume II, Section C, clause 1.1, The definition should cover Clip Rights and Archive Rights. It should also include any associated content created by the company in the course of exploitation of the Commercial Rights.

A: The terms and conditions set forth in the RFP shall prevail.

Q139: As per Volume II, Section C, clause 1.1, There is a reference to 'top tier of' India's domestic football league. AIFF to clarify if there are subdivisions created within the ISL at a later date, each of those divisions would also fall under the definition of "Competition" and shall be covered by the Contract.

A: To be decided by Governing council.

Q140: As per Volume II, Section C, clause 1.1, AIFF to clarify under what circumstances and provisions can the AIFF (i) rename the ISL and/or (ii) designate another tournament or league as India's top tier professional football league competition replacing the ISL

A: Refer to Clause 5.7 of RFP Vol-II which states that - *"AIFF warrants and undertakes the Competition shall, throughout the Term, continue to constitute the top-tier of India's domestic professional football league competition for men."*

Q141: As per Volume II, Section C, clause 1.1, AIFF to explain the rationale behind excluding any act of a Participating Team from the ambit of the Force Majeure clause. How does the AIFF intend to deal with a scenario where for no fault of the Company or the AIFF, a Participating Team refuses to participate or turn up for a Match.

A: As mentioned in Schedule-6, RFP Vol II, AIFF shall make its best endeavor to schedule and conduct one hundred eighty-nine (189) Matches for each season commencing from 2025–2026 and continuing through the remainder of the Term.

Q142: As per Volume II, Section C, clause 1.1, Can the Company add a team through Franchise rights? How is this intended to work, in consonance with the principle of promotion and relegation?

A: It is envisaged that 14 teams be a part of the ISL 2025-2026, subject to all teams meeting the licensing conditions, with 1 promotion and 1 relegation (from and to I-League) envisaged every year.

Any expansion of the teams beyond 14 during the Term shall be subject to the decisions of the Governing Council, as outlined in para 9 of Schedule 6, RFP Vol II and Corrigendum 1.

Q143: As per Volume II, Section C, clause 1.1, Matches should include any exhibition matches played by Participating Teams and Participating Players which don't form a part of any AIFF sanctioned competitions but are approved by AIFF.

A: The terms and conditions set forth in the RFP shall prevail.

Q144: As per Volume II, Section C, clause 1.1, This information is material to the financial projections made by the Company. Request AIFF to share the current Competitions Regulations to enable the Company to make its assessment.

A: AIFF's Constitution, applicable laws and judgements and rules and regulations are uploaded on AIFF website (https://www.the-aiff.com/documents).

Q145: As per Volume II, Section C, clause 1.1, Is the Company's grant of commercial rights limited to only those specified in the definition of Commercial Rights? Does AIFF retain all residual Commercial Rights for its own exploitation? AIFF ought to include any unspecified commercial rights that may be developed or emerge in the future, within the ambit of the Commercial Rights as granted to the Company so as to not stifle the Company's ability to effectively monetize the Commercial Rights.

A: Other Rights are Excluded Rights (Refer to Schedule-4, RFP Vol-II)

Q146: As per Volume II, Section C, clause 1.1, AIFF to clarify whether or not it has the due right and authority to grant the right of access to the Stadia and Facility Areas as contemplated herein? Further, AIFF to clarify that it shall provide all stadia clean and free of any commercial branding and all commercial branding of the stadia shall be for ISL only and shared across Company and Participating Clubs as per their Agreement.

A: Refer to Clause 5.1, RFP Vol II - AIFF hereby warrants that it is the only body which is sanctioned by FIFA and AFC to administer football in India and is empowered to grant the Commercial Rights granted hereunder exclusively to the Company in the manner provided in this Agreement and that, subject as expressly provided otherwise in this Agreement, the Company shall be free to exclusively exploit the Commercial Rights in relation to their exploitation and/or implementation and without infringing the rights of any other party.

Refer to Clause 5.2, RFP Vol II - AIFF warrants and undertakes that it shall, upon request by the Company, provide all reasonable assistance to the Company in relation to any aspect connected with the delivery of the Commercial Rights, and the Company's fulfilment of its obligations under this Agreement.

Under the Club Licensing Regulations, it is the obligation of the Clubs to secure access to stadium and related facilities, and that the same will also be included as part of any future participation agreements.

Q147: As per Volume II, Section C, clause 1.1, AIFF to clarify whether Rules of Football refers to Laws of the Game as published by IFAB from time to time.

A: Yes.

Q148: As per Volume II, Section C, clause 1.1, Given the timeline for bid evaluation, and the process for selection of media rights partner – the league for the 2025/26 season can start earliest by January 2026. Accordingly, conducting 189 matches (14 teams) for 2025-26 season in the limited time is not possible. What exceptions will be given for the conduct of ISL 2025-26, including proportionate reduction in Annual Guaranteed Payment to AIFF?

A: Refer to para 4 of Schedule 6, RFP Vol II.

Q149: As per Volume II, Section C, clause 2.1, The Performance Security amount (Guaranteed payment for year 1 x3) is highly onerous for the Company. As per established industry practices the Performance Security amount should be a percentage of the Guaranteed Payment for the respective year and should not be higher than the Guaranteed Payment for the respective year.

A: The terms and conditions set forth in the RFP shall prevail.

Q150: As per Volume II, Section C, clause 2.3, What are the criterion envisaged by the AIFF for setting out the terms of the Bank Guarantee to the participating clubs? Or can the Company decide suo- moto?

A: Refer to Clause 2.3 (a) of RFP Vol II which states that - *"The Bank Guarantee shall be in the form provided by AIFF and shall be finalized in mutual agreement between AIFF and the Company."*

Q151: As per Volume II, Section C, clause 2.3(a), The Agreement mentions that the bank guarantee needs to be valid throughout the term of the agreement i.e. 15 years which is extremely onerous and saddles the Company with huge overheads costs including increased BG commission/charges. Would request AIFF to provide alternative options.

A: The terms and conditions set forth in the RFP shall prevail.

Q152: As per Volume II, Section C, clause 2.3(b), The amounts appropriated from the encashment of the Performance Security from the AIFF should be limited to quantified amounts to the extent of payment defaults and not towards damages (which are subjective and awarded by Courts). What are the non-negotiable specific triggers to encash the Performance Security. Will the Company be given any cure period prior to encashment?

A: The terms and conditions set forth in the RFP shall prevail. AIFF shall reserve the right to provide cure period.

Q153: As per Volume II, Section C, clause 3.1, AIFF to confirm that it will furnish details of how the Fee given by the Company under the Agreement is utilized? Further, AIFF to confirm that the Fee should strictly be used for talent development programs only (including for referees).

A: AIFF shall use the fee for Administration, Organisation of Competitions, National Teams and other Football Development Activities in accordance to their yearly plans including referees at grassroots levels.

Q154: As per Volume II, Section C, clause 3.2 AIFF to confirm the rationale behind every Commercial Rights agreement entered into with a Third Party, being subject to approval of the Governing Council. Wouldn't this stifle and hinder the Company from effectively closing such partnerships if for each deal the Company has to come to the Governing Council for approval.

A: To ensure fair representation of the interests of all parties involved including clubs and the AIFF. The Governing Council would work together to ensure they facilitate the maximization of revenue generation for all parties.

Q155: As per Volume II, Section C, clause 4.2, We assume that the references to Service Tax are erroneous. We request the following clause to be added w.r.t. statutory GST compliance given the fact that the GST pay outs on the Fee would be significantly high and any GST credit loss would have immensely adverse impacts on the Company: GST payments of Fee shall only be made by the Company upon the AIFF uploading the accurate invoices on the GSTN portal, paying all applicable taxes to appropriate Tax authority of appropriate jurisdiction, filing GSTR-1 and GSTR-3B return in a timely manner and once the invoice reflects on the portal accessible to the Company and matches with the invoice received by the Company from the AIFF (together as 'Tax Compliance'). In the event there is any error or mismatch, the Company shall inform the AIFF and the AIFF shall make the required corrections without any delay and upload the corrected invoice.

A: AIFF will co-operate in complying with all applicable tax regulations. The term 'Service Tax' in the RFP to be read as 'Goods and Service Tax (GST)'.

Q156: As per Volume II, Section C, clause 4, Since the responsibility of deducting tax at source is on the Company, it shall have the final authority and deduct TDS based on the available and concluded documentary evidence and applicable IT rates. Please confirm.

A: Yes, however as mentioned in Clause 4.2 of RFP Volume II, if AIFF submits appropriate evidence (including written evidence and authority from any applicable competent authority), demonstrating that the Company may pay the Fees without any tax deducted at source ("TDS") then the Company shall pay such Fees without deducting the relevant TDS.

Q157: As per Volume II, Section C, Clause 4.3 states that: All revenues generated from exploitation of the Commercial rights shall be received into a separate designated account maintained by the Company. We request that the Company be able to have all its transactions including revenues and costs via a single bank account, if it so chooses.

A: Clause 4.3 of RFP Vol II has been amended. Refer to Corrigendum 4 published on AIFF website.

Q158: As per Volume II, Section C, Clause 5.1, AIFF shall provide an undertaking that it shall continue to be, throughout the Term, the only body authorized to administer football in India failing which it shall be construed as a material breach.

A: The terms and conditions set forth in the RFP shall prevail.

Q159: As per Volume II, Section C, Clause 5.3, AIFF to clarify, in addition to the provision of clause 4.2 why would the Governing Council approval be required for the Company and its official licensees to exploit the commercial rights once this Agreement has been signed.

A: The terms and conditions set forth in the RFP shall prevail.

Q160: As per Volume II, Section C, Clause 5.5, This should be an absolute obligation on the AIFF and not on a 'best endeavors' basis, given that any non-compliance of this provision would devalue the Commercial Rights.

A: The terms and conditions set forth in the RFP shall prevail.

Q161: As per Volume II, Section C, Clause 5.7, AIFF should provide a hard-coded commitment not to sanction any other competition which would compete/conflict with the status of the Competition.

A: The terms and conditions set forth in the RFP shall prevail.'

Q162: As per Volume II, Section C, Clause 6.1, Once the Competition Regulations are in place what further consultation with the Governing Council is being contemplated here? Warranties and undertakings required to be provided by the Company must be reasonable and specific. Concepts such as conducting the Competition with "high standards" are vague and ambiguous and cannot be included in warranties/ undertakings.

A: Clause 6.1 of RFP Vol II has been amended. Refer to Corrigendum 4 published on AIFF website.

Q163: As per Volume II, Section C, Clause 6.3, The Company shall provide the AIFF the digital copy of the international feed of the Competition for only those Matches which have been produced by or on behalf of the Company.

A: Clause 6.3 of RFP Vol II has been amended. Refer to Corrigendum 4 published on AIFF website.

Q164: As per Volume II, Section C, Clause 6.15, AIFF to clarify why the Company will need to consult with the Governing Council in order to manage the official website of the Competition.

A: These operational matters shall be discussed in the Governing Council before the commencement of the Competition.

Q165: As per Volume II, Section C, Clause 6.5, Request AIFF to clarify the need for such detailed viewership data which is far beyond the industrial practice.

A: The terms and conditions set forth in the RFP shall prevail. The need for viewership data is to ensure a detailed review of the season gone by, and provide opportunities for clubs to harness data in order to monetize their operations.

Q166: As per Volume II, Section C, Clause 6.5, The viewership data for linear broadcast is measured, maintained and released by Broadcast Audience Research Council (BARC) which provides strict guidelines on the metrics and formats in which the viewership data may be utilized by its licensees. The Company shall limit the data shared basis the need for compliance of these guidelines, internal policies of Broadcast partners and other commercial considerations.

A: The Selected Bidder could suitably look at its arrangements for Linear data for carveouts pertaining to sharing the data with the AIFF.

Q167: As per Volume II, Section C, Clause 6.5, The viewership data for digital streaming is currently measured by individual streaming platforms and is proprietary to them for their own respective platforms. To this extent the Company cannot give this undertaking.

A: The Bidder to make suitable arrangements with the digital streaming platforms for sharing of this data as it is critical to evaluate the performance of the ISL.

Q168: As per Volume II, Section C, Clause 6.6, Sharing contracts with the third party including the AIFF will deter potential sponsors and commercial partners from entering into agreements with the Company and shall significantly undermine the commercial potential and viability of the Competitions.

A: Such contracts to be made available to the Governing council.

Q169: As per Volume II, Section C, Clause 6.7, As per standard practices this should be the responsibility and expense of the Hosting Club, as they have local presence.

A: The terms and conditions set forth in the RFP shall prevail.

Q170: As per Volume II, Section C, Clause 6.9, Since the number of matches in the Competition is high (189) the Company should have the option to decide on

(i) number of and which Matches are produced,

(ii) **number of and which Matches are broadcast on linear television**

(iii) **number of and which Matches are streamed digitally.**

These choices impact the overall financial viability both through management of costs and through optimization of revenues.

A: The terms and conditions set forth in the RFP shall prevail.

Q171: As per Volume II, Section C, Clause 7, AIFF to clarify the hierarchy between the Governing Council and management Committee. In the event of any inconsistency/conflict between the decisions of both bodies, which body's decision shall prevail?

A: The Governing Council shall deliberate on operational and commercial matters, including but not limited to those set out in Schedule 6, RFP Vol II. Management Committee shall supervise the business of the Governing Council and ensure effective implementation of the Agreement, including all decisions requiring consultation between AIFF and the Company, as per the AIFF's Constitution.

Q172: As per Volume II, Section C, Clause 7.1, Given the fact that the Company has licensed the Commercial Rights after making significant financial commitments/ investments, the Company should not be in minority in the Governing Council. We suggest at least 50% of the quorum of the Governing Council should comprise of representatives of the Company. Additionally, the Broadcast Partner should not be represented on the Governing Council as its interest will already be covered by the Company and there could be a possibility of multiple broadcasters.

A: The Management Committee which will be responsible for supervising the business of the Governing Council and ensuring effective implementation of the Agreement between AIFF and Company, shall have equal representation from AIFF and the Company in order to arrive at a consensus-based decision making with views from each party. This would protect the interests of the Company. Hence no change envisaged in the structure of the Governing Council

Q173: As per Volume II, Section C, Clause 7.1, AIFF to clarify the extent of veto rights retained by the AIFF representative and its impact on the exploitation of the commercial rights. We suggest that the veto rights of the AIFF representative be limited to matters related to regulatory compliance and integrity and not any operational matters. We further request AIFF to set out clearly the extent of operational autonomy if any that the Company may exercise for a workable governance structure, consistent with the significant commercial and other commitments that are expected from the Company.

A: Clause 7.1 of RFP Vol II has been amended. Refer to Corrigendum 4 published on AIFF website.

Q174: As per Volume II, Section C, Clause 7.1, The Governing Council oversight should be designed to ensure that the day-to-day decision making and operational processes are not slowed down. To this extent, we request that:

– The number of matters to be approved by the Governing Council be very limited and clearly defined in the agreement.

– The Governing Council should provide its approval/disapproval in a timely manner, failing which any such matter pending approval shall be deemed to be approved.

A: It is envisaged that 14 teams be a part of the ISL 2025-2026, subject to all teams meeting the licensing conditions, with 1 promotion and 1 relegation (from and to I-League) envisaged every year.

Any expansion of the teams beyond 14, during the Term shall be subject to the decisions of the Governing Council, as outlined in para 9 of Schedule 6, RFP Vol II and Corrigendum 1.

Q175: As per Volume II, Section C, Clause 7, Who will decide on Club representatives in the Governing Council?

A: AIFF will decide a mechanism on a rotational draw of lots basis, details will be decided in consultation with existing ISL clubs of the particular season with a cooldown period to ensure no repetition of clubs.

Q176: As per Volume II, Section C, Clause 7, Who will draft the Governing Council's charter? And who will approve the Charter? Requesting the AIFF to share the broad terms of the charter so as to ensure the Company has the necessary knowledge and information, as this directly impacts the Commercial Rights.

A: AIFF may draft the charter for the Governing Council, and have the same approved by the Executive Committee, in accordance with the powers of the Executive Committee under the AIFF's Constitution.

Q177: As per Volume II, Section C, Clause 7.3, Based on the review the Company should also have an option to withdraw from the agreement after every 5 years if such review is not to its satisfaction.

A: The terms and conditions set forth in the RFP shall prevail.

Q178: As per Volume II, Section C, Clause 8, AIFF to clarify which are the trademarks owned and maintained by AIFF w.r.t this Competitions.

A: AIFF has its logo registered under various classes as required.

Q179: As per Volume II, Section C, Clause 8, AIFF to confirm that all trademarks shall be provided by it for the entire World and not limited to India.

A: AIFF has its logo registered under various classes as required.

Q180: As per Volume II, Section C, Clause 9, Given the worldwide exclusive grant of rights, what is the specific recourse if AIFF fails to take action against the third-party infringer within a reasonable time period, and such failure results in dilution of the value of the commercial rights, before the Company steps in. If at all the Company has to step in, it will be solely at AIFF's cost given AIFF's ownership of the Commercial Rights.

A: Considering the AIFF would be Granting Commercial Rights to the Competition to the Company, it would be the responsibility of the Company to take action against any third-party to protect the commercial interests. The AIFF would grant the necessary authority to the company for the same

Q181: As per Volume II, Section C, Clause 10, AIFF to undertake and warrant that it has all the necessary rights and authorization to grant to the Company and its official licensees the right to use likeness of Participating Teams and/or Participating Players.

A: Clause 10.1 of RFP Vol II has been amended. Refer to Corrigendum 4 published on AIFF website.

Q182: As per Volume II, Section C, Clause 10.4, AIFF to clarify whether it is AIFF or the Participating Teams which shall make each Participating Player available to the Company for purposes of promotion/marketing and/or activities of official licensees, since the Participating Players are contracted to the teams and not to the AIFF. Further, this should be a firm obligation and not subject to best endeavors and prior commitments. The cost of making the players available should be borne by AIFF and/or the respective teams.

A: Clause 10 of RFP Vol II outlines the use of Team and Player information for promoting and publicizing the competition. However, this is subject to the permissions from the respective Teams. Given that AIFF is the owner and operator of the league, it shall endeavour to include such permissions in the agreements with the Participating Teams.

Q183: As per Volume II, Section C, Clause 10, AIFF to confirm that there is no minimum obligation, in kind or in cash spends, towards publicity and promotion to be undertaken by the Company.

A: Please refer to Clause 10 of the RFP Volume II. No such minimum obligation is outlined. However, the marketing and promotion plan and vision to increase the reach of the ISL is a part of the technical evaluation criteria, as a part of the technical presentation.

Q184: As per Volume II, Section C, Clause 11.1, AIFF to ensure that all required information to create a Fixture List such as list of teams and their designated stadia, stadia availability dates, etc. shall be provided to the Company at least 4 months in advance.

A: These operational matters shall be discussed in the Governing Council before the commencement of the Competition. As a member of the Governing Council, the AIFF shall endeavor to consider this matter favorably.

Q185: As per Volume II, Section C, Clause 11.1, The Company should have the final say in deciding the Fixture List in consultation with the Broadcast Partners as this directly impacts viewership potential and commercial viability.

A: These operational matters shall be discussed in the Governing Council before the commencement of the Competition. As a member of the Governing Council, the AIFF shall endeavor to consider this matter favorably.

Q186: Given the significant financial commitments made by the Company under this Agreement, the indemnity must be mutual.

A: The terms and conditions set forth in the RFP shall prevail.

Q187: As per Volume II, Section C, Clause 13, An additional sub clause to be added;

"The Company shall be entitled to terminate this Agreement immediately in the event that:

(a) AIFF loses its status as the FIFA-recognised governing body for the sport of association football in India including in case of a ban or suspension of the AIFF by FIFA/AFC.

(b) the advertising and broadcasting regulations applicable to the Competition and/or Matches are altered or replaced to the effect that they become more restrictive than those prevailing at the date of this Agreement.

(c) the day-to-day functioning and decision making of the AIFF is, in the reasonable opinion of the Company affected in a manner which materially adversely affects the Company's ability to exploit the Commercial Rights; or a body and/or competition is established in competition to AIFF and/or the Competition which could prejudice the status of AIFF and/or the existing Competition or which may adversely affect the value of the Commercial Rights."

A: Clause 13.5 of RFP Vol II has been amended. Refer to Corrigendum 4 published on AIFF website.

Q188: As per Volume II, Section C, Clause 13.3, The 28 days should be additional and not included within the ordinary payment timeline.

A: Refer to Clause13.1 (b) of RFP Vol II

Q189: As per Volume II, Section C, Clause 13.5, The 90-day window for issuing notice is not clear. What recourse does the Company have if AIFF commits a breach of this agreement after this 90-day period has commenced? Would that mean that the Company, despite AIFF's breach, is required to continue performing its obligations including payment of the Fee.

A: The Company shall perform and discharge of its obligations relating to Competition or Matches scheduled to take place prior to effective date of termination i.e. the expiry of the notice period.

Q190: As per Volume II, Section C, Clause 13.5, AIFF must ensure that it obtains suitable insurance to cover the risk of damage/loss resulting from the event of force majeure or an event which may otherwise diminish the value of the Commercial Rights. This should be a hard-obligation and not on mere best efforts.

A: The terms and conditions set forth in the RFP shall prevail.

Q191: As per Volume II, Section C, Clause 15.1, The provisions of 15.1 are not clear and we note that (a) and (b) do not requires AIFF's prior approval so what purpose does (c) serve? Further, it is stated below that the Company shall not assign this agreement to any company which is a subsidiary of the Company. Please explain the inconsistency

A: Clause 15.1 of RFP Vol II has been amended. Refer to Corrigendum 4 published on AIFF website.

Q192: As per Volume II, Section C, Clause 16.1, Notices by way of Fax may be removed and replaced by E-mail considering modern communication methods.

A: Clause 16.1 of RFP Vol II has been amended. Refer to Corrigendum 4 published on AIFF website.

Q193: Any applicable stamp duty and the registration charges on the agreement should be borne solely by the AIFF.

A: AIFF and the Company to share the charges of the same

Q194: As per Volume II, Section C, Schedule 1, The guaranteed payment for Year 1 should be reduced on a pro-rata basis considering the previous Commercial Rights cycle and the fact that corresponding Fee payments from the previous cycle, cover a period up till the first week of December. Hence the payment for the 1st Season should be reduced by 50%.

A: The terms and conditions set forth in the RFP shall prevail.

Q195: As per Volume II, Section C, Schedule 4, Other Rights should not form part of Excluded Rights, for reasons set out in Row 12 above.

A: The terms and conditions set forth in the RFP shall prevail.

Q196: As per Volume II, Section C, Schedule 4, Please clarify why '4' and '5' are included under this Schedule. Further, AIFF to confirm if it has in place an existing agreement with the Participating Teams pursuant to which it can enforce these obligations at 4 and 5.

A: Items listed at para 4 and para 5 under Schedule 4, RFP Vol II may be shifted to Schedule 6 during execution of the Agreement with the Selected Bidder.

Q197: As per Volume II, Section C, Schedule 4, AIFF retaining 6 perimeter boards for itself severely reduces the inventory available for monetization. Can AIFF confirm if they had the same inventory during the previous Rights cycle. Ideally, the Federation should allow the Company and the Participating Clubs to monetize as much inventory as possible.

A: Para 5 of Schedule 4 of RFP Vol II has been amended. Refer to Corrigendum 4 published on AIFF website.

Q198: As per Volume II, Section C, Schedule 4, The contract should have mention of the inventory in terms of Perimeter board as well as LED run-time, as either of the two perimeter advertising methods may be used by the Company.

A: This shall be mutually decided by AIFF and Governing Council

Q199: As per Volume II, Section C, Schedule 5, These specifications should not be mandated and should remain illustrative. The Company should have the flexibility to revise the specifications upwards or downwards based on market requirements and Commercial viability.

A: These operational matters shall be discussed in the Governing Council before the commencement of the Competition.

Q200: As per Volume II, Schedule 6, clause 2, AIFF shall clarify the extent of usage of such copyright by the AIFF. As per industry practices the exploitation of footage by Federations is extremely limited so as to not hamper the commercial value of the rights granted to the Company and/or the Broadcaster.

A: AIFF shall retain rights to use the copyrights solely for promotion of Indian football and for other non-commercial purposes, and not for any commercial exploitation or public distribution.

Q201: As per Volume II, Schedule 6, clause 4, AIFF to provide the list of 14 participating teams whether they have complied with the AIFF club licensing requirements and the financial criteria for promotion set for the previous years.

A: To be shared with the Selected Bidder.

Q202: As per Volume II, Schedule 6, clause 4, AIFF to clarify that under no circumstances, shall the number of Participating Teams be increased above 14, without the explicit approval of the Company.

A: It is envisaged that 14 teams be a part of the ISL 2025-2026, subject to all teams meeting the licensing conditions, with 1 promotion and 1 relegation (from and to I-League) envisaged every year. Any expansion of the teams beyond 14 during the Term shall be subject to the decisions of the Governing Council, as outlined in para 9 of Schedule 6, RFP Vol II and Corrigendum 1.

Q203: As per Volume II, Schedule 6, clause 4, In case of reduction in number of Matches from 189 Matches, Reduction of the Annual Guaranteed Payment should

- Be not subject to approval of the Governing Council and be automatic

- Be not limited to Rs 30Crores as a floor. For illustration if number of teams reduces to 10 and consequently number of Matches to 97, the reduction should be fully proportionate and by 48.6%.

A: The terms and conditions set forth in the RFP shall prevail.

Q204: As per Volume II, Schedule 6, clause 7, AIFF to clarify, if for the calculation of number of seasons of Participation in the ISL by any Participating Teams, will all years of participation by the Team be counted or only consecutive years of participation be counted. For illustration, if a Team gets relegated after 5 seasons of participation and then gets Promoted back to the ISL after a gap of few seasons, will the Teams number of seasons of participation post-Promotion start from 6 or be re-set back to 1?

A: All years of participation by the team shall be counted, so 6 seasons will be counted in the above illustration.

Q205: As per Volume II, Schedule 6, clause 8, In case of the ISL goes down to less than 14 teams for any reason, will the expansion to 14 teams from that point onwards be through sale of Franchise rights or promotion of teams from lower tiers. If expansion is to take place through promotion from subordinate tier of league, how many teams will get promoted every year (beyond the standard one team per season) and how will this number be determined and approved? Also clarify if the principle of relegation will apply if the number of teams is less than 14 in any given season.

A: Teams will be added with approval of Governing Council in case the teams fall to below 14 in any season. Relegation is to apply every year regardless of number of teams in line with the judgement of Hon' Supreme Court

Q206: As per Volume II, Schedule 6, clause 8, Could AIFF clarify the criteria for promotion of teams? What are the Financial criteria (bank guarantees etc.), sporting or any other criteria for the teams considered for promotion? Will Company have rights to exercise the Financial criteria?

A: Reference to one Participating Team being promoted seems erroneous as such team would not be participating in the Competition prior to promotion. The criteria is set out in the Premier 1 licensing by the AIFF

Q207: As per Volume II, Schedule 6, clause 9, Given the points on promotion and relegation, has AIFF obtained consent from existing ISL clubs that they will participate in ISL under these conditions? How does AIFF ensure participation of all clubs?

A: As outlined in the pre bid meeting, the Participating teams shall be briefed on all the commercial aspects including the structure. The total number of clubs shall be based on them meeting the Premier 1 licensing criteria. Schedule 6, RFP Vol II captures scenarios wherein the Matches fall below the committed 189, owing to a potentially lower number of teams

Q208: As per Volume II, Schedule 6, clause 9, This states that the Governing Council reserves the right to induct new Participating Teams. Clause 3.1 clearly grants the Commercial Rights to the Company to the exclusion of all others including the AIFF. We see a direct conflict for the right of the Governing Council to induct new teams/franchisees, as Franchise Rights are a part of the Commercial Rights granted to the Company.

A: It is envisaged that 14 teams be a part of the ISL 2025-2026, subject to all teams meeting the licensing conditions, with 1 promotion and 1 relegation (from and to I-League) envisaged every year. Any expansion of the teams beyond 14 during the Term shall be subject to the decisions of the Governing Council, as outlined in para 9 of Schedule 6, RFP Vol II and Corrigendum 1.

Q209: As per Volume II, Schedule 6, clause 10, AIFF to confirm that it will fully fund the parachute payments and whether or not this arrangement has been accepted by the Participating Teams.

A: AIFF is to fully fund the parachute payments

Q210: As per Volume II, Schedule 6, clause 11, AIFF to give a breakup between the central Commercial Rights and Team specific Commercial Rights.

A: Refer to definitions outlined in Volume II around Commercial Rights, Data Rights, Excluded Rights and Sponsorship Rights

Q211: As per Volume II, Schedule 6, clause 11, AIFF to give a breakup of the operational responsibilities and allocation of costs between AIFF, the Company and Participating Teams. AIFF to also confirm that it will bear the Prize Money for League winners and the Teams participating in the Playoffs as the owner of the Competition.

A: The following cost allocations are envisaged across the 3 stakeholders. Please note this will be finalized in the Agreement to be signed between the Company and the AIFF and between the Participating Clubs, Company and AIFF (as envisaged by the Governing Council)

1. <u>Company</u>
- Production Cost (Event production)
- Marketing costs
- Commentators and experts fee
- Travel and logistics costs for central teams
- Payments to AIFF
- Central rights distribution
- Overall Prize money
- VAR/Football review system costs
- Elite Referee Development (Shared with AIFF)
- Grassroots payments/contribution towards referee development
- Own employee costs
- G&A costs

2. <u>AIFF costs pertaining to ISL</u>
- Parachute payments to ISL teams
- Costs for referee and integrity teams
- Costs for Grassroots Referee development

- Elite Referee Development (Shared with Company)
- Admin and employee costs pertaining to ISL
- Costs associated with Premier 1 Licensing compliance
- Other costs associated with global compliances

3. Participating Teams
- Player salaries/Cost
- Support staff/coaches cost
- Organizing expenses including stadium rentals
- Revenue share to the Company
- Costs associated with sponsorship commissions
- Grassroots development costs
- Local marketing, if any
- Fines/disciplinary outlays
- G&A costs specific to the Team

Q212: As per Volume II, Schedule 6, clause 11, All costs relating to referees including salary, match fee, development, travel, lodging and boarding of referees and any support systems including but not limited to communication devices, FVS and VAR related costs should be undertaken by the AIFF and not the Company to ensure the integrity of the Competition. Further the AIFF shall bear all costs related to any Disciplinary action over and above the on-field refereeing. Further, the Company should only bear the cost linked to the Commercial development and exploitation of the Competition.

A: The cost breakups (envisaged) have been outlined as above in question 211

Q213: As per Volume II, Schedule 6, clause 11, What is Football Video Support? AIFF to share document, and ensure all licenses are in place from AFC / FIFA for the same. May not be feasible to implement from 2025-26 season given the timeline.

A: Football video support or Football Review systems, considered as a Lite form of VAR is used in emerging league. The same involves fewer camera angles, fewer officials and no. of reviews may be limited in a match. It isnt as comprehensive as VAR. Company to discuss with AIFF in GOVERNING COUNCIL on the implementation feasibility (Full or partial season) before the commencement of the ISL 2025-2026.

Q214: As per Volume II, Schedule 6, clause 12, In the event that the Central Revenue Pool is negative (i.e. the production costs are higher than the total revenues generated by the Company through monetization of the Commercial Rights under the Agreement), will the Participating Teams pay a share of the negative Central Revenue Pool to the Company as per the stated provisions on revenue share percentages?

A: No such payments are envisaged as per the commercial structure. The potential Bidders may evaluate the revenue feasibility of the ISL and their potential path to profitability

Q215: As per Volume II, Schedule 6, clause 13, All contributions required to be made towards grassroots development of Indian football should be made solely by the AIFF in its capacity as the apex governing body for the sport of football in India.

A: The provisions of para 13 of Schedule 6, RFP Vol II shall apply. No change envisaged.

Q216: As per Volume II, Schedule 6, clause 14, AIFF to confirm if there is standard template developed by them with the Participating Clubs and have the Clubs consented to it? Further, the Clubs not being a party to the agreement, these provisions are outside the scope of the agreement.

A: As outlined in the pre bid meeting, the Participating teams shall be briefed on all the commercial aspects including the structure. The template for the agreement with clubs shall be in place before the commencement of the Competition, in accordance with approval from the GOVERNING COUNCIL

Q217: As per Volume II, Schedule 6, clause 14, How does AIFF ensure Clubs play the required minimum number of matches for AFC eligibility, in case of fewer teams participating in ISL?

A: The same is a function of the number of teams in the ISL, and in case the same falls short, meeting the same through other tournaments under the aegis of the AIFF

Q218: As per Volume II, Schedule 6, clause 14, Who will ensure strict enforcement of salary cap for Participating Teams? All costs related to audit and enforcement of Salary cap should be borne by the AIFF.

A: Governing Council to ensure compliance of the salary caps. The costs shall be borne by the AIFF as the owner of the league.

Q219: As per Volume II, Schedule 6, clause 14, The Salary cap for the 2024/25 season does not include bonuses of players and also allow the Participating teams to exclude specific number of players from the Salary Cap limit. Will these exceptions continue for the 2025/26 season? If the Participating teams are overall non-compliant to the Salary Cap owing to their existing player agreements, will the AIFF facilitate re-negotiation of such agreements to ensure overall compliance to the Salary Cap for the ensuing season, at no cost to the Participating Teams.

A: The salary cap envisaged for 2025-2026 does not envisage these exceptions as outlined in Clause 14, in order to attempt a long-term sustainability of the league

Q220: As per Volume II, Schedule 6, clause 14, Current ISL rules pertaining to team composition and Salary cap allow only 4 non-Indian players in the on-field 11 and 6 in the registered squad for each Participating Team. Considering AFC has removed all caps on international players for its competitions, will the AIFF allow either an unlimited number or an increased number of non-Indian Players in the on-field 11 and registered squads of Participating Teams

A: These operational matters shall be discussed in the Governing Council before the commencement of the Competition

Q221: As per Volume II, Schedule 6, clause 14, Will AIFF allow Clubs to revise existing player agreements to be in compliance with the Salary Cap?

These operational matters shall be discussed in the Governing Council before the commencement of the Competition, and the AIFF as a part of the Governing Council, will consider this favorably

Q222: As per Volume II, Schedule 6, clause 14, How will AIFF keep a tab on Clubs not giving employment to players' family members?

The same has been addressed in Clause 14 of the Schedule 6 of Volume II including aspects where grandfathering can be accepted

Q223: As per Volume II, Schedule 6, clause 14, What penalties will be levied on Clubs breaching the Salary Cap?

A: Governing council to decide the same on a case-by-case basis, including but not limited to deduction of points and financial penalties.

Q224: As per Volume II, Schedule 6, clause 14, Will AIFF ensure that the Players are called to the National Team camp only as per the regulations stated in FIFA regulations on Status and Transfer of Players? Specifically, no Players shall be asked to leave their ISL duties outside of the FIFA International windows, unless specifically allowed as per the regulation stated in FIFA regulations on Status and Transfer of Players.

A: Refer to Clause 14 of Schedule 6, RFP Vol II regarding release of players

Q225: As per Volume II, Schedule 6, clause 14, What are the different salary bands for Participating Players that AIFF is envisaging?

A: The compliance of the salary cap envisaged is the responsibility of the Participating Teams and the specific categories of players they would want to recruit and build a team basis youth, experience and including international players

Q226: As per Volume II, Schedule 6, Why doesn't Company have the right to define the Commercial structure with the Clubs, to maximize the commercial potential?

A: The Clause 12 of Schedule 6, RFP Vol II lays down guiding principles for the allocation of the central pool to the Participating Clubs. The Company does have flexibility to define the same and can showcase the same in their presentation as part of the Technical Bid

Q227: As per Volume II, Schedule 6, clause 15, The second bullet point seems to be incomplete. 20% of the tickets across all categories to be allocated to the Company for all League and Play-off Matches except for the final. Please confirm who retains the ticketing rights for all Play-off matches.

A: The second bullet mentions ticketing rights for non-central matches are to be allocated/delegate to the hosting clubs. All Ticketing rights for playoff matches are delegated to the Company. Regarding the allocation of 20% tickets across all seating categories to be allocated to the Company, the same shall be discussed and agreed by the Governing Council keeping in mind the need for Company to assign tickets to the central sponsors

Q228: As per Volume II, Schedule 6, clause 16, Why is there a separate cost involved for referee development, in addition to fee payment to AIFF? The development of referees and all costs related thereto should be borne solely by the AIFF to protect the integrity of the Competitions.

A: AIFF to retain referee development programme

Q229: As per Volume II, Schedule 6, clause 16, What is the laid-out Code of Conduct mentioned? Could you please share a draft?

A: These operational matters shall be discussed in the Governing Council before the commencement of the Competition

Q230: As per Volume II, Schedule 6, clause 17, To uphold the Integrity of the Competition, professional on-ground and off- ground integrity agencies should be appointed by AIFF under the AIFF Integrity officer, rather than operating solely through AIFF's in-house Integrity officer

A: For clarity, AIFF shall bear all Integrity related costs. These operational matters shall be discussed in the Governing Council before the commencement of the Competition. AIFF to bear all integrity costs

Q231: As per Volume II, Schedule 6, clause 14, What penalties will be levied to the Clubs not releasing the National Team players as per the requirements?

A: Refer to Clause 14 of Schedule 6, RFP Vol II regarding release of players. Governing Council to decide on the levy of penalties depending upon the reasons for not releasing players

Q232: As per Volume II, Schedule 6, clause 16, What rights does Company have to sanction Clubs in case of disciplinary matters that impact the commerciality and/or public image of the League?

A: The AIFF shall be responsible for disciplinary decision through its disciplinary committee, in accordance with the laid-out code of conduct.

Q233: As per Volume II, Schedule 6, clause 3, The defined windows for telecast should not be subject to the approval of the Governing Council.

A: The windows for telecast would be based on the principle of maximization of the commercial value of the league, and given the AIFF is the owner of the league, and the Company and broadcast partners key stakeholders, the same shall be discussed and approved in the Governing Council

Q234: As per Volume II, Schedule 6, clause 5,6,7, These commercial terms should be subject to mutual agreement between the Participating Teams and the Company to the exclusion of AIFF.

A: The commercial terms shall be a part of the presentation envisaged in the Technical Bid, and AIFF is envisaged to be a party to the agreement between Participating Teams and the Company.