

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

CORRIGENDUM-4

S. No.	Reference Clause / Section	Revised Clause/Section
1.	Section 2(s), RFP Volume-I: Instruction to Bidders “Force Majeure Event” shall mean an event or circumstance which is beyond the reasonable control and foresight of a party and which makes a party’s performance of its obligations impossible and includes but is not limited to wars, acts of terrorism, civil riots, hostilities, public disorder, epidemics, pandemic, fires, acts of God, Court orders or governmental restrictions and actions, acts and decisions of regulatory and sports authorities;	The referred section of RFP Volume-I is amended to read as below: <i>“Force Majeure Event” shall mean an event or circumstance which is beyond the reasonable control and foresight of a party and which makes a party’s performance of its obligations impossible and includes but is not limited to wars, acts of terrorism, civil riots, hostilities, public disorder, epidemics, pandemic, fires, acts of God, Court orders or governmental restrictions and actions, acts and decisions of regulatory and sports authorities <u>(including, but not limited to, any rules promulgated by FIFA, AFC, IOC, SAFF or any other body having jurisdiction over regulation of club competitions in India, from time to time;</u>”</i>
2.	Section 10.6, RFP Volume-I: Instruction to Bidders In exceptional circumstances, AIFF under the instructions from BEC may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.	The referred section of RFP Volume-I is amended to read as below: <i>“In exceptional circumstances, AIFF under the instructions from BEC may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.”</i>
3.	Section 13.3 (d), RFP Volume-I: Instruction to Bidders In determining the final selection of the Bidders, the Bids of Qualified Bidders that have the highest value in their Commercial Bid will be given a financial score of one hundred (100), and the other Bids will be given financial scores that are inversely proportional to their value.	The referred section of RFP Volume-I shall stand deleted.
4.	S. No. 2, Section 13.4, RFP Volume-I: Instruction to Bidders	The referred section of RFP Volume-I is amended to read as below:

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	Prior experience in curating, producing, selling, distributing and managing sponsorship, media and other commercial rights relating to sports events and or live events.	<i>"Prior experience in curating, producing, selling, distributing and managing sponsorship, media and other commercial rights relating to sports events and/or live events <u>in or outside India.</u></i> <i><u>For the purpose of evaluation under this criterion, the cumulative experience of the Bidder will be assessed based on the five calendar years within the period from CY2019 to CY2024 (excluding CY2020). This approach has been adopted in recognition of the reduced number of events and operational disruptions during CY2020 due to the COVID-19 pandemic. The cumulative experience from the 5 (five) years will be totaled and averaged (divided by five) to determine the final score."</u></i>
5.	S. No. 4, Section 13.4, RFP Volume-I: Instruction to Bidders Technical Presentation: (i) Vision for ISL: Alignment with league goals and plans to elevate the league. (ii) Commercial Strategy for ISL: Monetization plan and innovation in revenue generation for long term financial sustainability. View on the overall discovery of commercial rights and interventions areas for long-term financial sustainability. (iii) Strategic Vision on how ISL's viewership (Reach) and TSV can be improved with views on evolving dynamics between digital vs. linear consumption of football content. (iv) Value Addition: To enhance league's brand image, to improve fan engagement & experience and for talent development. (v) Proposed Team: Profiles of the proposed team to be submitted highlighting experience of the key personnel in selling, distributing and managing sponsorship, media and other commercial rights.	The referred section of RFP Volume-I is amended to read as below: <i>"Technical Presentation:</i> <i>(i) Vision for ISL:</i> Alignment with league goals and plans to elevate the league. <i>(3 Marks)</i> <i>(ii) Commercial Strategy for ISL:</i> Monetization plan and innovation in revenue generation for long term financial sustainability. View on the overall discovery of commercial rights and interventions areas for long-term financial sustainability. And <i>Strategic Vision</i> on how ISL's viewership (Reach) and TSV can be improved with views on evolving dynamics between digital vs. linear consumption of football content. <i>(10 Marks)</i> <i>(iii) Value Addition:</i> To enhance league's brand image, to improve fan engagement & experience and for talent development. <i>(3 Marks)</i> <i>(iv) Proposed Team:</i> Profiles of the proposed team to be submitted highlighting experience of the key personnel in selling, distributing

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	<u>Note:</u> AIFF under instructions of BEC may call upon any or all the Bidders to make a presentation to BEC on the aspects listed under in this criterion.	and managing sponsorship, media and other commercial rights. <u>(4 Marks)</u> <u>Note:</u> AIFF under instructions of BEC may call upon any or all the Bidders to make a presentation to BEC on the aspects listed under in this criterion."
6.	Section 14.2, RFP Volume-I: Instruction to Bidders In the event, the duplicate copy of the LoA signed by the Selected Bidder is not received by AIFF within the timeline stipulated in Clause 14.1 above, AIFF, under the instructions of BEC, may, unless it awards an extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure to enter into the Contract. In such a case, AIFF, under the instructions of BEC, may award a new LoA to any Bidder other than the Bidder who did not submit the highest Bid value. Such Bidder shall then be referred to as the Selected Bidder.	The referred section of RFP Volume-I is amended to read as below: <i>"In the event, the duplicate copy of the LoA signed by the Selected Bidder is not received by AIFF within the timeline stipulated in Clause 14.1 above, AIFF, under the instructions of BEC, may, unless it awards an extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure to enter into the Contract. In such a case, AIFF, under the instructions of BEC, <u>reserves the right to issue a new LoA to an alternative Bidder. The Bidder receiving the new LoA shall thereafter be designated as the Selected Bidder.</u>"</i>
7.	Section 16.7, RFP Volume-I: Instruction to Bidders AIFF is under no obligation to declare the Bidder awarded the highest marks for its Commercial Bid as the Selected Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily based on the documents/information provided by the Bidder) shall be a material criterion for awarding the Bid.	The referred section of RFP Volume-I shall stand deleted.
8.	Clause 4.3, RFP Volume-II: Draft Contract For the avoidance of doubt, all revenues generated from the exploitation of the Commercial Rights shall (save as may be expressly provided for in this Agreement) be for the account of and retained exclusively by the Company, and shall be received into a	The referred section of RFP Volume-II is amended to read as below: <i>"For the avoidance of doubt, all revenues generated from the exploitation of the Commercial Rights shall (save as may be expressly provided for in this Agreement) be for the account of and retained exclusively by the Company, and shall be received into a</i>

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	separate designated account maintained by the Company for this purpose.	<i>separate designated account maintained by the Company for this purpose. <u>The Company may, at its discretion, use the same account for recording and managing related costs and other transactions, provided that appropriate records are maintained to ensure transparency and traceability of Commercial Rights-related revenues.</u></i>
9.	Clause 6.1, RFP Volume-II: Draft Contract The Company warrants and undertakes that the Competition and Matches will be organised and staged to a high standard and shall take place in accordance with the Fixture Lists. The Company further warrants and undertakes that the Competition and Matches will be staged and conducted in accordance with the Competition Regulations and in consultation with the Governing Council.	The referred section of RFP Volume-II is amended to read as below: <i>"The Company warrants and undertakes that the Competition and Matches shall take place in accordance with the Fixture Lists. The Company further warrants and undertakes that the Competition and Matches will be staged and conducted in accordance with the Competition Regulations and in consultation with the Governing Council."</i>
10.	Clause 6.3, RFP Volume-II: Draft Contract The Company shall provide AIFF with a digital copy of the international feed of the Competition, produced by or on behalf of the Company (the "Recording") in a commonly accepted format (e.g. MP4 or equivalent), as soon as reasonably practicable and no later than seven (7) days following the completion of any Match/Competition that has been broadcast. The Recording shall be provided to AIFF, at the sole cost and expense of the Company. The Company acknowledges and agrees all intellectual property rights, including copyright, in the international feed of the Competition shall remain vested in the AIFF. AIFF shall use the Recording, and/or excerpts thereof, solely for internal communications, for promotion of Indian football and for other non-commercial purposes, and not for any commercial exploitation or public distribution.	The referred section of RFP Volume-II is amended to read as below: <i>"The Company shall provide AIFF with a digital copy of the international feed of <u>all the Matches</u>, produced by or on behalf of the Company (the "Recording") in a commonly accepted format (e.g. MP4 or equivalent), as soon as reasonably practicable and no later than seven (7) days following the completion of any Match/Competition that has been broadcast. The Recording shall be provided to AIFF, at the sole cost and expense of the Company. The Company acknowledges and agrees all intellectual property rights, including copyright, in the international feed of the Competition shall remain vested in the AIFF. AIFF shall use the Recording, and/or excerpts thereof, solely for internal communications, for promotion of Indian football and for other non-commercial purposes, and not for any commercial exploitation or public distribution."</i>

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11.	Clause 6.6, RFP Volume-II: Draft Contract The Company shall make available to AIFF certified copies of all agreement(s) that it enters into with Official Licensees for the rights granted to Official Licensees under the relevant Official Licence Agreements to confirm the Commercial Rights granted to each such Official Licensee.	The referred section of RFP Volume-II is amended to read as below: <i>“The Company shall, <u>within seven (7) days of execution</u>, make available to the <u>Governing Council</u> certified copies of all agreement(s) that it enters into with Official Licensees for the rights granted to Official Licensees under the relevant Official Licence Agreements to confirm the Commercial Rights granted to each such Official Licensee.”</i>
12.	Clause 6.9, RFP Volume-II: Draft Contract The Company shall its best endeavours to ensure that the Official Licensee who has acquired the Broadcast Rights shall broadcast all Matches of the Competition on a live basis across television and digital streaming platforms. In the event of concurrent Matches where live broadcast of all Matches is not feasible, the Company shall ensure that such Matches are broadcast on a deferred live basis, in full, without undue delay. The Company shall also ensure that all Matches are streamed live via digital platforms accessible to the public, subject to applicable licensing and technical constraints.	The referred section of RFP Volume-II is amended to read as below: <i>“The Company shall use its best endeavours to ensure that the Official Licensee who has acquired the Broadcast Rights shall broadcast all Matches of the Competition on a live basis across television and digital streaming platforms. In the event of concurrent Matches where live broadcast of all Matches is not feasible, the Company shall ensure that such Matches are broadcast on a deferred live basis, in full, without undue delay. The Company shall also ensure that all Matches are streamed live via <u>television and digital platforms</u> accessible to the public, subject to applicable licensing and technical constraints.”</i>
13.	Clause 7.1, RFP Volume-II: Draft Contract For the purpose of deliberating on operational and commercial matters relating to the Competition, a Governing Council (the "Governing Council") shall be constituted, comprising six (6) members, two (2) representatives from AIFF, one (1) representative from the Company, one (1) representative from the Official Licensee who has acquired the Broadcast Rights and two (2) representative (rotating every 2 years) from the Participating Teams. The Governing Council shall convene at regular intervals, to discuss and address operational and commercial matters, including but not limited	The referred section of RFP Volume-II is amended to read as below: <i>“For the purpose of deliberating on operational and commercial matters relating to the Competition, a Governing Council (the "Governing Council") shall be constituted, comprising six (6) members, two (2) representatives from AIFF, one (1) representative from the Company, one (1) representative from the Official Licensee who has acquired the Broadcast Rights and two (2) representative (rotating every 2 years) from the Participating Teams. The Governing Council shall convene at regular intervals, to discuss and address operational and</i>

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	to those set out in Schedule 6. Decisions of the Governing Council shall be made through mutual consultation and consensus among its members. In the event of a deadlock, the senior AIFF representative shall have a casting vote. The senior AIFF representative shall also have certain veto rights, as may be defined in the Governing Council's charter.	<i>commercial matters, including but not limited to those set out in Schedule 6. Decisions of the Governing Council shall be made through mutual consultation and consensus among its members. In the event of a deadlock, the senior AIFF representative shall have a casting vote. The senior AIFF representative shall also have certain veto rights, as may be defined in the Governing Council's charter. <u>The veto rights of AIFF representative shall pertain to matters relating to the organization, supervision, and maintenance of the Rules of Football; approval of authority and stakeholder rights; preservation of the sanctity of the competition structure; and ensuring compliance with FIFA and AFC regulations, as well as the Rules of Football. This is based on the definition of 'Essential Aspects' as approved by the Supreme Court under the AIFF Constitution, 2025.</u></i>
14.	Clause 10.1, RFP Volume-II: Draft Contract The Company and the Official Licensees shall be entitled to use the names, images, likenesses and biographical details of the Participating Teams and/or Participating Players (the "Team and Player Information") featured in the Competition for the purpose of promoting and publicising the Competition and the Matches and exploiting the Commercial Rights in relation to this Agreement.	The referred section of RFP Volume-II is amended to read as below: <i><u>"AIFF shall make reasonable efforts to procure that the Company and the Official Licensees are entitled to use the names, images, likenesses and biographical details of the Participating Teams and/or Participating Players (the "Team and Player Information") featured in the Competition for the purpose of promoting and publicising the Competition and the Matches and exploiting the Commercial Rights in relation to this Agreement."</u></i>
15.	Clause 13.5, RFP Volume-II: Draft Contract In the event that the Company elects to terminate this Agreement pursuant to Clause 13.1, it shall be required to issue such termination notice no less than ninety (90) days prior to the commencement of any season of the Competition. Upon such termination, neither Party shall have any further liability or obligation to the other, except for the performance and discharge of	The referred section of RFP Volume-II is amended to read as below: <i><u>"The Company shall be entitled to terminate this Agreement with immediate effect, in the event that (a) the AIFF loses its recognition as the sole governing body for football in India, as recognised by FIFA, or (b) AIFF sanctions a competition that would prejudice the status of the Competition as the top tier professional men's football league in India. In the event</u></i>

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	any obligations relating to Competition or Matches scheduled to take place prior to effective date of termination i.e. the expiry of the notice period.	<i>that the Company elects to terminate this Agreement pursuant to Clause 13, it shall be required to issue such termination notice no less than ninety (90) days prior to the commencement of any season of the Competition. Upon such termination, neither Party shall have any further liability or obligation to the other, except for the performance and discharge of any obligations relating to Competition or Matches scheduled to take place prior to effective date of termination i.e. the expiry of the notice period."</i>
16.	Clause 15.1, RFP Volume-II: Draft Contract No party to this Agreement shall be entitled to assign the benefit or the burden of this Agreement, save that the Company may without the prior approval of AIFF freely assign the benefit in or novate the Agreement (or any part thereof) only for the purposes of corporate amalgamation or reconstruction provided that: (a) such assignment or novation does not result in a change of Control of the Company; and (b) the shareholders of the Company as at the date of this Agreement each continue to hold (directly or indirectly) at least twenty-six percent (26%) of the resulting entity; and (c) AIFF has provided its prior written approval to such assignment or novation, which shall not be unreasonably withheld. AIFF shall, subject to the above conditions being met, promptly execute any document necessary to give effect to any such assignment or novation. For the avoidance of doubt, the Company shall be not assign this Agreement to any company which is a subsidiary of the Company or third party without the prior written approval of AIFF.	The referred section of RFP Volume-II is amended to read as below: <i>"No party to this Agreement shall be entitled to assign the benefit or the burden of this Agreement, save that the Company may, <u>with the prior approval of AIFF</u>, assign the benefit in or novate the Agreement (or any part thereof), <u>including</u> for the purposes of corporate amalgamation or reconstruction provided that:</i> <i>(a) such assignment or novation does not result in a change of Control of the Company; and</i> <i>(b) the shareholders of the Company as at the date of this Agreement each continue to hold (directly or indirectly) at least twenty-six percent (26%) of the resulting entity; and</i> <i>(c) AIFF has provided its prior written approval to such assignment or novation, which shall not be unreasonably withheld.</i> <i>AIFF shall, subject to the above conditions being met, promptly execute any document necessary to give effect to any such assignment or novation. For the avoidance of doubt, the Company shall be not assign this Agreement to any company which is a subsidiary of the Company or third party without the prior written approval of AIFF."</i>

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17.	Clause 16.1, RFP Volume-II: Draft Contract All notices to be served under this Agreement shall be delivered by hand, or sent by facsimile message, first class pre-paid registered post (airmail, if overseas), or DHL, UPS or Fedex courier to the parties at the addresses first written above, or to such other address as the addressee may have notified to the other party for the purpose of this Article. A copy of any notice sent to the Company shall, at the same time as such notice is dispatched, be sent by email to the following persons (or any substitutes therefor notified to the AIFF): _____, _____, _____. A copy of any notice sent to the AIFF shall, at the same time as such notice is dispatched, be sent to the General Secretary of AIFF.	The referred section of RFP Volume-II is amended to read as below: <i>“All notices to be served under this Agreement shall be delivered by hand, or sent <u>by email</u>, or first class pre-paid registered post (airmail, if overseas), or DHL, UPS or Fedex courier to the parties at the addresses first written above, or to such other address as the addressee may have notified to the other party for the purpose of this Article. A copy of any notice sent to the Company shall, at the same time as such notice is dispatched, be sent by email to the following persons (or any substitutes therefor notified to the AIFF): _____, _____, _____. A copy of any notice sent to the AIFF shall, at the same time as such notice is dispatched, be sent to the General Secretary of AIFF.”</i>
18.	Para 5, Schedule 4, RFP Volume-II: Draft Contract The Company shall provide AIFF with nine (9) perimeter boards for every match in reasonably prominent positions. Three (3) boards for the hosting Club and six (6) boards for AIFF, which shall be utilised to promote the game of football in consultation with the Governing Council and which, for the avoidance of doubt, shall not be sold to any sponsor or other such third party.	The referred section of RFP Volume-II is amended to read as below: <i>“AIFF shall retain six (6) perimeter boards or fifteen percent (15%) of the total branding assets, whichever is higher, including Secondage on LED boards, and reserves the right to offer these assets to its own partners or stakeholders, or to use them as a platform for developmental campaign messaging.”</i>
19.	Para 11, Schedule 6, RFP Volume-II: Draft Contract The Company shall be responsible for: compulsorily following a transparent bidding process for selecting a media rights partner (TV and Digital), in order to maximize value for the Competition and the Clubs at large.	The referred section of RFP Volume-II is amended to read as below: <i>“The Company shall be responsible for:</i> <i>compulsorily following a transparent bidding process for selecting a media rights partner (TV and Digital), <u>in the interest of monetization and transparency for all stakeholders, with the objective of maximizing value for the Competition and the Clubs at large.</u>”</i>

