

INVITATION FOR EXPRESSION OF INTEREST FOR APPOINTMENT OF A TICKETING PARTNER FOR THE FIFA INTERNATIONAL FRIENDLY EVENTS

1. INTRODUCTION, PURPOSE AND EOI

- 1.1. The All India Football Federation, the governing body for football in India, which has the sole mandate to govern and conduct all activities for both men's and women's football in India ("**AIFF**"), invites expressions of interest ("**EOIs**") from ticketing, booking and inventory management platforms, for appointment as a ticketing partner ("**Partner**") for the sale, booking and management of Tickets for the Events (each as defined below), in accordance with this notice inviting EOIs as uploaded on the AIFF website ("**EOI Notice**").
- 1.2. "**Event**" (collectively the "**Events**") means each of the following football matches scheduled to be held at Salt Lake Stadium (Vivekananda Yuba Bharati Krirangan), Kolkata or any other venue as may be notified by AIFF ("**Venue**"), as set out in the schedule below ("**Event Schedule**"):
 - (a) FIFA International Friendly between the senior men's national teams of India and Brazil; and
 - (b) Any other FIFA International Friendly played by the senior men's national team of India against an international football-playing country, to be played within the window of 30 September to 6 October 2026 (the "**FIFA International Friendly Window**").

It is clarified that the date of each Event (each, a "**Scheduled Date**") shall be as intimated by AIFF in writing (emails permitted) from time to time, and unless otherwise so intimated, the Scheduled Date for the friendly to be played between the senior men's national teams of India and Brazil shall be 3 October 2026.

- 1.3. AIFF is desirous of appointing a Partner to provide Ticketing Services (as defined in Clause 2 below) in relation to the Events and invites EOIs from interested parties on the terms set out in this EOI Notice.
- 1.4. By way of submitting an EOI in response to this EOI Notice, interested parties acknowledge that all requirements relating to the Ticketing Services under this EOI Notice shall be subject to AIFF's directives and relevant regulations, as amended from time to time. It is clarified that this EOI Notice is purely indicative in nature and does not constitute an offer, commitment or obligation, financial or otherwise, on the part of AIFF, and AIFF is not bound to appoint any Partner merely on account of having published this EOI Notice.

2. SCOPE OF ENGAGEMENT

- 2.1. The scope of engagement under this EOI Notice is limited to the sale, booking, distribution and management of tickets for access to the Events ("**Tickets**"), whether through remote/online sale, on-ground box office sale, corporate sale, or bulk sale, together with allied ticketing and inventory management support in connection therewith ("**Ticketing Services**").
- 2.2. The territory for the Ticketing Services shall be India ("**Territory**"). Interested parties are free to propose such channels for offering the Ticketing Services within the Territory (including, without limitation, the party's own website and/or mobile application, on-ground box office, corporate and bulk sales, or any other channel) as they consider appropriate; AIFF has not prescribed or restricted any particular channel under this EOI Notice. However, AIFF may require interested parties to incorporate additional specific channels, over and above the channels proposed by such interested

parties, as part of the Ticketing Services, to ensure the effective provision and implementation of the Ticketing Services in accordance with AIFF's requirements.

- 2.3. For the avoidance of doubt, the scope of this EOI Notice is confined to the Ticketing Services. AIFF may, at its sole discretion, seek information from interested parties regarding other or ancillary services in connection with the Events (including, without limitation, on-ground event management or food and beverage services); however, any such request for information, and any consideration thereof by AIFF, shall not be binding on AIFF, and any engagement for such other or ancillary services, if pursued, shall be dealt with exclusively in the definitive agreement to be negotiated and executed with the selected Partner.
- 2.4. The Partner shall be required to maintain high standards of ticketing and inventory management operations, including in relation to transmission reliability, data security and customer experience, in accordance with such technical and operational norms as may be notified by AIFF from time to time.
- 2.5. No commercial rights, entitlements, branding rights, or other benefits are extended to a Partner pursuant to this EOI Notice. Any such rights, if agreed between the parties, shall be dealt with exclusively in the definitive agreement to be negotiated and executed with the selected Partner.

3. **COMMERCIAL PROPOSAL**

- 3.1. Interested parties are invited to submit a commercial proposal setting out the terms on which they would be willing to provide the Ticketing Services for the Events ("**Commercial Proposal**"). Interested parties may structure their Commercial Proposal in such manner as they consider appropriate, which may, without limitation, include an advance or guarantee payable to AIFF against ticket revenue, a commission or fee payable to the Partner on ticket sales, or any other structure. For the avoidance of doubt, AIFF has not prescribed, and this EOI Notice does not contain, any indicative amount, percentage, benchmark or other figure in relation to the Commercial Proposal, and interested parties are free to propose the commercial structure they consider most competitive.
- 3.2. AIFF reserves the right to seek clarifications on, and to negotiate the terms of, the Commercial Proposal with any one or more interested parties, at any stage and without any obligation to inform or involve other participants in such negotiations.

4. **ELIGIBILITY CRITERIA**

- 4.1. Prospective Partners must carefully read the conditions of eligibility (the "**Eligibility Criteria**") provided herein. EOIs of only those parties who satisfy the Eligibility Criteria will be considered for evaluation by AIFF.
- 4.2. The following Eligibility Criteria shall be fulfilled by prospective Partners:
 - (a) Valid Incorporation: The prospective Partner must be validly incorporated under the laws of India and be an existing and going concern in India.
 - (b) GST Compliance: The prospective Partner should be validly registered under the laws relating to the Goods and Services Tax.

(c) Financial Capability:

- (i) The prospective Partner must have Networth of at least Indian Rupees Ten Crores (INR 10,00,00,000/-) at the close of the Financial Year preceding the EOI Due Date (as defined herein), i.e., FY 2024-2025. In this regard, it is clarified that in the context of any Consortium, the cumulative Networth of the Consortium prospective Partner (i.e., the aggregate Networth of all Consortium Members) shall be a minimum of Indian Rupees Ten Crores (INR 10,00,00,000/-) at the close of the Financial Year preceding the EOI Due Date, i.e., FY 2024-2025. In case audited financial statements for FY 2024-25 are not available, provisional financial statements attested by a Chartered Accountant shall be submitted by the party. “**Networth**” shall mean the sum of subscribed and paid-up equity and reserves, from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off, and reserves not available for distribution to equity shareholders. In the case of Limited Liability Partnerships (LLPs) or other entities that do not have subscribed and paid-up equity, Networth shall be construed as the sum of partners’ capital contributions and accumulated retained earnings (including undistributed profits), from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off, accumulated losses, and reserves not available for withdrawal or distribution to partners.
- (ii) The prospective Partner has a minimum average annual revenue of Indian Rupees Ten Crores (INR 10,00,00,000/-) over the last three completed financial years, i.e., FY 2022-23, 2023-24 and 2024-25.

(d) Technical Ability:

- (i) The prospective Partner must demonstrate that it qualifies as a “**Ticketing Operator**”. A “**Ticketing Operator**” is an entity that owns and/or operates an online and/or on-ground ticketing, booking, or inventory management platform, through which it has facilitated the sale, booking, or distribution of tickets for live sporting events, shows, or similar public events or attractions.
- (ii) The prospective Partner must have experience in providing ticketing, booking, or inventory management services for at least ten (10) live sporting events of national or international repute prior to the date of this EOI Notice.

(e) Fit and Proper Person: For determining whether the prospective Partner is a ‘Fit and Proper Person’, AIFF may take into account the indicative criteria mentioned in this Clause:

- (i) Financial integrity of the prospective Partner.
- (ii) Ability of the prospective Partner to undertake the Ticketing Services and fulfil all technical, commercial and regulatory requirements in relation thereto.
- (iii) The prospective Partner must not have been convicted by any court of a criminal offence involving moral turpitude, fraud, or financial misconduct.
- (iv) The prospective Partner must not be involved in any pending or ongoing litigation, arbitration, or other claims, whether initiated by the prospective Partner against AIFF or by AIFF against the prospective Partner.

- (v) Absence of any previous debarment of the prospective Partner, in accordance with the General Financial Rules, 2017 (provided such debarment is still existing).
- (vi) Absence of any disqualification as specified below:
 - A. Conviction of the prospective Partner or any of its respective directors, partners, executives, or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud, or any offence under the Prevention of Corruption Act, 1988 or any other law for the time being in force.
 - B. Breach of any contract entered into with AIFF, which was not remedied for a period of thirty (30) days from the date of notice of such breach.
 - C. Admission of an application for winding up, or liquidation under applicable laws, against the prospective Partner or any of its or their respective directors and partners.
 - D. Any action or proceeding being initiated under the insolvency and bankruptcy laws under applicable law, including declaration of insolvency or bankruptcy, or disqualification or derecognition by any professional body being initiated against the prospective Partner.
 - E. Any past banning by a sports governing body from providing ticketing, event management, or allied services.
 - F. Current or previous banning of the prospective Partner or its respective directors, partners, executives, or key managerial personnel by the governing body of any sport from supplying any form of goods and/or services.
 - G. Default by the prospective Partner or any of its or their respective directors of any of its obligations to a financial institution, or default on any of its obligations to a financial institution in the last three (3) Financial Years preceding the EOI Due Date.
 - H. Blacklisting of the prospective Partner by any government authority.

- 4.3. Consortiums, joint ventures or joint parties (each a “**Consortium**” and each entity in the Consortium referred to as a “**Consortium Member**”) may submit an EOI (“**Consortium EOI**”) provided that:
- (a) each Consortium Member which has submitted a Consortium EOI must be a Fit and Proper Person;
 - (b) each Consortium Member is jointly and severally liable for the acts of the other Consortium Member(s) forming part of the Consortium in relation to its EOI;
 - (c) in the event the Consortium is declared as a Partner, it shall incorporate a special purpose vehicle (the “**SPV**”) under the laws of India, for entering into an agreement with AIFF and for performing all its obligations under such agreement; and

- (d) for each Consortium:
- (i) there must be no more than three (3) persons who are members of the Consortium;
 - (ii) the Consortium must fully describe in its EOI the relevant Consortium agreement and all relevant arrangements in relation to the Consortium, and produce the same upon request; and
 - (iii) the Consortium must nominate one (1) Consortium Member as the lead member (“**Lead Member**”), who shall have an equity shareholding of at least fifty-one percent (51%) of the paid-up and subscribed equity of the SPV. Such nomination shall be supported by a Power of Attorney signed by all other Consortium Member(s). The Lead Member shall be the contact person for AIFF in relation to this EOI Notice and any EOI submitted by it, and AIFF shall deal with such Lead Member in place of the remaining Consortium Member(s).
- 4.4. Any person who is part of a Consortium shall not be eligible to submit any other EOI, whether individually or as part of any other Consortium.
- 4.5. Documents to be Submitted. The EOI should be sent along with:
- (a) Platform profile: Interested parties shall provide information about their background, profile, previous relevant ticketing experience and legal status as per this Clause 4, including their registration/incorporation certificate and the name and designation of the authorised signatory.
 - (b) Technical Proposal: A synopsis of how the Ticketing Services will be conducted, including the ticketing/inventory management platform to be deployed, technical specifications, box office and on-ground support arrangements, and existing experience in providing ticketing services for events of similar stature.
 - (c) Commercial Proposal: As set out in Clause 3 above.
 - (d) Compliance Undertaking: Confirmation and undertaking of compliance with all clauses of this EOI Notice.
 - (e) Organization Financials: Information regarding the prospective Partner’s financial status, specifically its annual turnover for the past three (3) financial years, as per Clause 4.2 above.
 - (f) Expectation from AIFF: A statement of the prospective Partner’s expectations from AIFF, including any support, resources, or specific requirements necessary to carry out the proposed Ticketing Services.

5. EOI NOTICE – DATE SCHEDULE

Sl. No.	Information	Dates
1.	Date of Issuance of the EOI Notice	19 August 2026
2.	Last date for receipt of written queries	20 August 2026
3.	Issuance of response to written queries	21 August 2026
4.	Last date for EOI submission (“EOI Due Date”)	22 August 2026
5.	Declaration of selected Partner	23 August 2026

6. GENERAL TERMS AND CONDITIONS

- 6.1. Interested parties with an impeccable record, meeting the Eligibility Criteria contained herein, may submit their EOIs for evaluation, complete in all respects, by way of email to *legal@the-aiff.com* on or before the EOI Due Date specified in Clause 5 above.
- 6.2. Any EOI with inadequate information, or received after the EOI Due Date, may not be considered. The EOI should be as concise and focused as possible, giving evidence of the requirements set out herein, including the experience statement and organisation profile.
- 6.3. This EOI Notice is purely indicative in nature and does not constitute an offer, commitment, or obligation, financial or otherwise, on the part of AIFF. Submission of an EOI shall not, under any circumstances, be construed as creating any binding rights or obligations between AIFF and any interested party.
- 6.4. AIFF reserves the right, at its sole discretion and without assigning any reason, to amend, modify, alter, or withdraw any part of this EOI Notice, including timelines, evaluation criteria, or scope of engagement, at any stage of the process.
- 6.5. AIFF is under no obligation to select the party that submits the highest advance amount or lowest commission rates under its Commercial Proposal.
- 6.6. All costs associated with the preparation and submission of an EOI shall be borne solely by the interested party. AIFF shall not be responsible or liable for any such costs, regardless of the outcome of the selection process.
- 6.7. All information, documents, and materials obtained by a party in connection with this EOI Notice process shall be treated as strictly confidential and shall not be disclosed, circulated, or shared with any third party without the prior written consent of AIFF. The party shall use such information solely for the purpose of preparing and submitting its EOI under this EOI Notice.
- 6.8. AIFF reserves the right to disqualify any party at any stage if:
 - (a) false, inaccurate, or misleading information is submitted;
 - (b) the EOI is incomplete or non-compliant with the terms set out by AIFF;
 - (c) there is evidence of conflict of interest, collusion, or prohibited practices; or
 - (d) the party fails to meet the Eligibility Criteria.
- 6.9. The rights granted under this EOI Notice, and the provision of all Ticketing Services by the Partner, shall at all times be subject to, and carried out in accordance with, all applicable regulations, guidelines, technical standards, ticketing criteria, match-day requirements, and any other directives issued by the Fédération Internationale de Football Association (FIFA), as amended or notified from time to time. For the avoidance of doubt, in the event of any inconsistency between AIFF requirements in this EOI Notice and FIFA Regulations, the FIFA regulations shall prevail to the extent of such inconsistency.
- 6.10. AIFF reserves the right to seek clarifications, additional information, or documentation from any party at any stage, without any obligation to all other participants.