

**LOCAL ORGANISING COMMITTEE  
FIFA U-17 WOMEN'S WORLD CUP INDIA 2020  
ALL INDIA FOOTBALL FEDERATION  
FOOTBALL HOUSE, SECTOR 19 DWARKA  
NEW DELHI – 110075**

**REQUEST FOR PROPOSAL (RFP) – Travel/AGENCY SERVICES FOR LOC, FIFA U-17 WOMEN'S WORLD CUP INDIA 2020** *The RFP document has been made available for download by prospective Bidders at the [www.the-aiff.com](http://www.the-aiff.com)*

*Last deadline for submission: 8th November 2019*

**DISCLAIMER**

1. This Request for Proposal document (“**RFP**”) is being published to enable interested applicants (“**Bidders**”) to participate in the Selection Process (as defined later in this document) of consultants/service provider who are competent and eligible for the /Travel agency services for the Air Travel, Ground Transport and Accommodation services for the LOC, FIFA U-17 Women's World Cup India 2020.
2. The information contained in this RFP or subsequently provided to Bidders, in writing by or on behalf of the Local Organising Committee (LOC) (“**Authority**”) or any of its employees, consultants or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is or may be provided.
3. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or consultants or advisers to consider the objectives, expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

4. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. The Authority makes no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
6. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.
7. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
8. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the selected Bidder for the Services and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.
10. It shall not be assumed by any prospective Bidders that there shall be no deviation or change in any of the information mentioned herein pertaining to requirements or terms of reference or scope of work. While this document has been prepared in good faith, neither LOC nor any of their employees, consultants or officers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by LOC and any of their employees, consultants or officers even if any loss or damage is caused by any act or omission on the part of LOC any of their employees, consultants or officers, whether negligent or otherwise.
11. By acceptance of this document, the recipient agrees that any information provided as part of this RFP will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of LOC. Further, LOC and any

of their respective officers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.

12. Accordingly, interested applicants should carry out an independent assessment and analysis of the requirements of the information, facts and observations contained herein.

### 1. **Critical Data Sheet**

1	Name of the Bid	Travel Agency Services
2	Time-period of contract	15 <sup>th</sup> November 2019 – 31 <sup>st</sup> December 2020
3	Method of selection	Lowest Bidder (L1)
4	Name of the Authority's official for addressing queries and clarifications	Apurva Seth – Head of Logistics
5	Proposal Validity Period	14 months
6	Proposal Language	English
7	Proposal Currency	Indian National Rupee
8	Schedule of Bidding Process	
	Task	Key Dates
	Bid upload date/time	22 <sup>th</sup> October 2019
	Last date of receiving queries	29 <sup>th</sup> October 2019
	Response to queries	31 <sup>st</sup> October 2019
	Date and time for submission or Proposal Due Date (PDD)	8 <sup>th</sup> November 2019 1800 hrs
	Opening of Bids	11 <sup>th</sup> November 2019
	Issuance of Letter of Award (LOA)	12 <sup>th</sup> November 2019
	Signing of Agreement	13 <sup>th</sup> November 2019
9	Consortium to be allowed	No
10	Sub-contracting is allowed	No

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## 1. BACKGROUND

The FIFA U-17 Women's World Cup, is the world championship of association football for female players under the age of 17 organized by Fédération Internationale de Football Association (FIFA).

## 2. FIFA U-17 WOMEN'S WORLD CUP INDIA 2020

The FIFA U-17 Women's World Cup India 2020 will be the 7th edition of the FIFA U-17 Women's World Cup, the biennial international women's youth football championship contested by top 16 U-17 national teams of the member associations of FIFA. The tournament will be hosted by India and will comprise of 32 matches to be held across 4/5 Host Cities. This will be the first FIFA tournament for women hosted by the country.

## 3. AVAILABILITY OF REQUEST FOR PROPOSAL DOCUMENT

The RFP document has been made available for download by prospective Bidders at the following link/website:

[www.the-aiff.com/notices](http://www.the-aiff.com/notices)

## 4. OVERVIEW OF REQUEST FOR PROPOSAL DOCUMENT

4.1 The Local Organising Committee ("**LOC/Authority**") for the Tournament, a part of the All India Football Federation ("**AIFF**"), and having its principal office at Football House, Sector 19, Phase 1, Dwarka, New Delhi - 110075 has been entrusted by the Fédération Internationale de Football Association ("**FIFA**") with the organisation, hosting and staging of the Tournament.

4.2 The FIFA U-17 Women's World Cup is envisaged to have a lasting influence on Indian football, helping in the up gradation of infrastructure, setting up proper game operations standards and improving the overall quality of the game.

4.3 As part of this endeavour, the Authority is required to Travel Agency Services as specified in detail in Section 7 of this RFP ("**Scope of Work**"). Through this RFP, the Authority wishes to initiate the Selection Process for suitable service providers registered in India who are competent and eligible for providing Travel Agencies per the eligibility criteria mentioned in this RFP document.

4.4 The Authority invites proposals (the "**Proposals**" or "**Bids**") for selection of a Service Provider through an open competitive bidding process in accordance with the procedure set out herein.

4.5 The selected Bidder would be required to undertake the required works, in accordance with the agreement to be entered separately between the Authority and the selected Bidder (the "**Agreement**").

## 5. OVERVIEW OF SELECTION PROCESS

5.1 The Authority has adopted a 2 (two) stage selection process (collectively the "**Selection Process**") for evaluating the Proposals.

5.2 In the first stage, the credentials of Bidders would be evaluated to assess their compliance to the technical evaluation criteria specified in Section 8.2 ("**Technical**

**Evaluation Criteria**”) and then a technical evaluation will be carried out to determine the eligibility of the Bidders. Based on this technical evaluation, a list of pre-qualified and short-listed Bidders shall be prepared.

- 5.3 In the second stage, a financial evaluation will be carried out as per criteria mentioned in section 14.1.2 of this RFP to ascertain the lowest of the Bids received from the short-listed Bidders for providing the services as mentioned in the Scope of Work (“**Financial Evaluation**”).

## **6. INSTRUCTIONS TO THE BIDDERS**

- 6.1 Interested Bidder(s) are advised and encouraged to study this RFP document carefully and inform themselves fully about the assignment and relevant local conditions and factors before submitting their Proposals in response to the RFP. Submission of a Proposal in response to this RFP document shall be deemed to have been made after careful study and examination of this document with full understanding of its terms, conditions and implications. Proposals must be made strictly in accordance with the terms and conditions specified in this RFP.
- 6.2 Any subsequent corrigenda/clarifications/modifications pertaining to the RFP, if required, will be made available on the following link/website:  
[www.the-aiff.com/notices](http://www.the-aiff.com/notices)
- 6.3 Any failure, oversight or delay to read any such addenda will not entitle any Bidder(s) to any additional time for submission of Bids or any other relief or any claims against the Authority.
- 6.4 The Bid documents submitted must be without any overwriting, interlineations, corrections, double typing, etc. The Authority may however, at its discretion, consider any document with any overwriting or corrections if the same has been duly initialed and dated by the Authorized Representative of the Bidder.
- 6.5 Bidders must ensure that their Technical Proposal document soft and hard copies do not contain any financial quotations or prices.
- 6.6 The Bidders shall submit the hard copy Proposal in bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Bidder as per the terms of the RFP.
- 6.7 Bids should be delivered in a plain sealed envelope, bearing the full name, postal address, telephone no., fax no. and e-mail address of the Bidder. Additionally, it shall bear on top, the following:

### **“CONFIDENTIAL BID PROPOSAL (Travel Agency Services)”**

- 6.8 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder.

- 6.9 The aforesaid outer envelope will contain 2 (two) separate sealed envelopes, one clearly marked '**Technical Proposal**' and the other clearly marked '**Financial Proposal**'. The Technical Proposal envelope should be clearly labelled as "**Technical Proposal**". The "**Financial Proposal**" envelope of only those Bidder(s) who duly satisfy the technical evaluation requirements will be opened. All the documents should be duly stamped and signed by the Authorised Representative of the respective Bidder(s).
- 6.10 The sealed envelope containing the Bids must be received in the office of the Authority situated at Football House, Sector 19, Phase 1, Dwarka, New Delhi, 110075 before ( 8<sup>th</sup> November 2019 1800 hrs). Envelopes/documents received after the stated time and date will be rejected and returned unopened. Proposals submitted by fax, telex, telegram or e-mail, for bidding, shall not be entertained.
- 6.11 The Bid should be unconditional. In case of any condition, the Bid shall be treated as non-responsive and may be disqualified.
- 6.12 The Bid should be only in the prescribed format as provided in Annexure A. It should also be accompanied by all the requisite supporting documents, else it may be rejected.
- 6.13 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Bidder.
- 6.14 Bidder should consider corrigendum/amendment/modification published on the tender document before submitting their bids.
- 6.15 Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents must be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

## **7. SCOPE OF WORK**

### **7.1- General Aspect**

- 7.2- The LOC, in its mission to host the FIFA Under 17 Women's World Cup India 2020, requires the services of a Travel Agency, particularly in this case to make reservation and issuance of air tickets instantaneously, car rental for the LOC and Hotel Stays on a day to day basis as per the requirement until the end of the World Cup and the operations of the LOC in December 2020. Specific Aspects.

The Services for the Visit will specifically include, without the following list being definitive, the following:

### **7.2.1 Air Travel**

- a) Quote air tickets according to requirements given by authorized members from the LOC.
- b) Booking and issuing air tickets meeting all specified requirements, both for the LOC and for FIFA, and also for any other individual/group identified by the authorized members from the LOC, according to the previous requisites established in the Contract referring to quality, price and preferential options.
- c) Providing priority check-in facilities at airports for all traveling members basis any pre-existing relationship between the Contractor and the specified airline.
- d) Providing detailed information for all departure terminals/gates for any flight.
- e) Provide detailed information on cancellation clauses and related charges.
- f) Providing complete travel insurance coverage in terms of medical insurance, flight delays, cancellations, curtailment as well as baggage theft, loss, delay or damage specifying coverage amount.
- g) Providing Visa support for any international travel by members of the LOC
- h) The Contractor should also provide a list of additional services/benefits basis any pre-existing arrangement with airlines which may include the following:
  - i. Preferential seating options on economy tickets including aisle, window or emergency rows with additional legroom at no additional cost.
  - ii. Preferential baggage options including weight restrictions and priority baggage handling and delivery.
  - iii. Preferential deals for meals on board.

### **7.2.2 Ground Transport**

- a) Reservation and rental of vehicles according to the previous established requirements in the Contract referring to quality, price and preferential options.
- b) Provision of an on-time reporting guarantee.
- c) Provision of experienced, qualified, courteous, smartly dressed drivers able to understand English, Hindi and the vernacular language of the State.
- d) Provision of standby vehicles/drivers/suppliers in the event of any unforeseen circumstance including but not specifically mechanical failure, traffic congestion or road accident with specified turn-around time.

### **7.2.3 Hotels**

- a) Reservation of Hotels as per the requirement of the LOC
- b) Flexibility on date changes and cancelation charges as and when required.
- c) Flexible payment options with Hotels.
- d) Hotels Types – 5,4,3 Stars, Boutique Hotels or similar and close to Venues or Airports, as per the requirement of the LOC

### **7.2.4 Coordination/Support Services**

- a) Establishing an overall Supervisor exclusively in charge of implementing the Services.
- b) To provide a dedicated resource/team available for the duration of the contract on a 24hr basis with the capability to supply information, coordinate logistics, confirm/modify/cancel any bookings/reservations as instructed by the pre-identified authorized members from the LOC.



- c) To install a Local Coordinator in each city exclusively in charge of monitoring, coordinating and engaging with ground transportation suppliers and assessing the overall quality of services delivered at no additional cost.

### **7.2.5 Reporting**

- a) Prepare a ground transport auditing template for each vehicle to be filled by the Local Coordinator detailing the following:
  - a. Garage Out (Km)
  - b. Garage In (Km)
  - c. Reporting (Location, Time and Km)
  - d. Release (Location, Time and Km)
  - e. Additional parking charges
  - f. Verification signatures by Local Coordinator and LOC responsible
- b) Provide all support documentation substantiating any additional charges.
- c) To prepare all documentation in compliance with the requirements of the finance department of the AIFF in order to facilitate the processing/clearance of invoices.
- d) Establish an efficient, detailed reporting system for the review of airline reservations and ground transportation with softcopies of all documentation indexed in the correct order.

Bills to be submitted at the end of every month and the same will be cleared by the accounts team by the 15<sup>th</sup> of the following month

### **Location**

The Services will be provided in the locations defined by the Administrator and in all the venues determined by the LOC in accordance to previous point 7.2.

### **Cities**

The tentative host cities of the FIFA Under 17 Women's World Cup 2020 are:

- a) Ahmedabad
- b) Bhubaneswar
- c) Goa
- d) Guwahati
- e) Kolkata
- f) Mumbai

The services of the travel agency would be highly utilized within these cities. However, they may be requirements at other cities as defined by the LOC

## **8. TECHNICAL EVALUATION CRITERIA**

8.1. Only service providers/consultants who fulfil all the below mentioned technical evaluation criteria will be considered eligible for Financial Evaluation.

### **8.2. Technical Evaluation Criteria:**

<b>S. No</b>	<b>Criterion</b>	<b>Supporting Documents to be submitted</b>
1.	Agency should have been in the business of Travel agency for minimum of last 5 years Experience in Sports /Events will be preferred.	The Bidder must provide the contractual details for their work. Proof that works were carried out in satisfactory manner need to be submitted.
2.	Financial details of the Bidder.	The Bidders should have turnover of at least INR 1, 50, 00,000(Rupees One Crore, fifty lakhs) in each of the last 3 (three) financial years. Proof to be submitted by the Bidder in form of a statement by a chartered accountant attested by the Bidder's Authorized Signatory or income tax return.
3.	The Bidder should have submitted an undertaking that there are no major legal cases pending against it.	Attach self-certification /undertaking on company letter head duly signed and stamped by the competent authority of the Bidder.
4.	The Bidder should have submitted an undertaking that it is not blacklisted by Government of India or the State Governments of Assam, Gujarat, Odisha, Maharashtra, NCR Delhi and West Bengal or any other relevant authority	Attach self-certification /undertaking on company letterhead duly signed and stamped by the competent authority of the Bidder.
5.	The Bidder must be registered under the Companies Act,1956/Partnership firm registered under the Partnership Act 1932 or Proprietorship firm or LLP under Limited Liability Partnership act of 2008	LLP/Proprietorship/Partnership/Company registration certificate. GST Certificate and Pan Card
6.	The Bidder does not have any direct/indirect holding in any of the other bidding company. There should be no cross ownership between any Bidders.	Attach self-certification /undertaking on company letterhead duly signed and stamped by the competent authority of the Bidder.

## 9. PROJECT TIMELINES

15<sup>th</sup> November 2019 – 31<sup>st</sup> December 2020

## 10. MILESTONES & PAYMENTS

10.1. The payment to the selected Bidder(s) will be made as per the following payment schedule:

Bills to be submitted at the end of every month and the same will be cleared by the accounts team by the 15<sup>th</sup> of the following month

## **11. LIQUIDATED DAMAGES FOR UNSATISFACTORY WORK**

11.1. The selected Bidder(s) always will ensure that all the works are being carried out as per the Scope of Work section of this RFP, unless otherwise informed by the Authority. The Authority represents that, in case it deems the work of the selected Bidder(s) to be of unsatisfactory quality, it will subject the successful Bidder(s) to liquidated damages of up to 10% of the contract value. For every event of unsatisfactory work as notified by the Authority, liquidated damages up to 1% will be levied. In case, the Authority feels there are severe issues with the services, the Authority shall have the right to make alternate arrangements for satisfactory carrying out the required works, at the risk and cost of the selected Bidder(s).

## **12. QUERIES FROM BIDDERS**

The Bidders may request clarifications about this RFP document, only in writing, by sending an email to [tenders@india2020wwc.com](mailto:tenders@india2020wwc.com). The subject line for the email should specify "QUERY REGARDING RFP Travel Agency Services". No query received after 29th October 2019 will be entertained or responded to by the Authority.

## **13. VALIDTY AND MODIFICATION OF PROPOSAL**

13.1. The Bidder should quote the Bid price in Indian Rupees only.

13.2. The Bids shall be valid for a period of 14 months from the date of opening of the Bids. A Bid valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws the Bid/ proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.

13.3. In exceptional circumstances, at its discretion, the Authority may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing via email.

13.4. The Bidder may modify, substitute, or withdraw its Bid after submission, if written notice of the modification, substitution, or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.

13.5. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with section 6 instructions to the bidders, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

## **14. EVALUATION OF BIDS**

14.1. The bids will be evaluated in two parts:

### **14.1.1. Technical Evaluation**

For the evaluation of the Bids, the envelope labelled "Technical Proposal" will be opened first and the documents submitted will be duly verified by the technical committee of the Authority. The technical bid opening will take place as per the details

provided in the Bid schedule. The Bidders should make sure that the technical bids are submitted as per the checklist provided at Annexure A.

The Bidders, if they wish to, can attend the technical bid opening. In case they are attending, they need to notify the Authority about the same 24 Hours in advance.

#### **14.1.2. Financial Evaluation**

Financial bids of only the Bidders who fulfil all the technical evaluation criteria will be opened.

The evaluation of the Financial Bids will be done by the finance committee appointed by the Authority. The committee, during the time of evaluation, may seek clarification from the Bidder(s) on the amount quoted in the Bid. In case two Bidders have the same financial offer, preference will be given to the Bidder with a higher average turnover of last three financial years.

### **15. CORRECTION OF ERROR**

15.1. Subject to Clause 13 above, the Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the Bid Due Date has passed.

15.2. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the Bid, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall Bid price to rise, in which case the Bid price shall govern.

### **16. AWARD OF CONTRACT**

The Authority will award the contract to the Selected Bidder whose bid has been determined to be technically responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and the Bidder has successfully submitted the performance guarantee. Upon successfully receiving the performance security from the Selected Bidder(s), the Selected Bidder(s) and the Authority will enter into a full form agreement.

### **17. TERMS OF PAYMENT**

The payment will be disbursed in the following manner:

17.1. The payments will be made as per the payment schedule mentioned in this document. The Selected Bidder(s) will need to submit an invoice in hard copy every month to the Authority. Upon verification of the invoice by the Authority, the payment will be released within 15 days of receipt of the invoice.

17.2. No adjustment of the price quoted in the Financial Bid shall be made because of any variations in costs of labour and materials, currency exchange fluctuations with

international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract.

- 17.3. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the Bid and the contract. An invoice submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- 17.4. The Authority reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

## **18. TERMS & CONDITIONS**

- 18.1. It should be noted that entities which are controlled or owned, fully or in part, by the same individual or entity may not submit separate bids under this RFP, either as separate Bidders.
- 18.2. The Bidder(s) must ensure that all its relevant employees, officers, affiliates, advisors and subcontractors, permanently treat as confidential any data gathered which may pertain to, or be incidental to, this RFP, irrespective of whether the Bidder is subsequently awarded the Agreement. The undue use by any Bidder of confidential information related to the process may result in rejection of its bid.
- 18.3. The Bidder(s) shall not have a Conflict of Interest that may affect the Selection Processor the award of Services Agreement hereunder. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. For the purposes of this RFP, Conflict of Interest may refer to any situation where a person could improperly influence the performance of duties and responsibilities of the Authority and/or the Selected Bidder(s) by itself or through any other person, or result in a breach of public trust, or be calculated to further the private or commercial interest of any person or organisation.
- 18.4. The Authority requires that the Bidder renders professional, objective, and impartial services and always holds the Authority's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 18.5. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any bid and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- 18.6. The Authority may, in its sole discretion, extend the Bid Due Date at any point of time.
- 18.7. The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 18.8. The Bidders shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Bidder as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.
- 18.9. The rate quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the Selected Bidder under the Agreement.
- 18.10. The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Bid but will be for re-confirming the obligations of the Service Provider under this RFP. Issues such as understanding of the RFP and the way Services are to be provided shall be discussed during negotiations. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next lowest Bidder as the Selected Bidder and invite it for negotiations.
- 18.11. The Selected Bidder shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in Services and for any liability arising because non-compliance with Applicable Laws.
- 18.12. All documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential. The Authority will not return any Bid, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Bidder to the Authority in relation to the assignment shall be the property of the Authority.
- 18.13. The Selection Process and the agreement for the work shall be governed by, and construed in accordance with, the laws of India and the courts of New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or about the Selection Process and the works that will be carried out thereafter.
- 18.14. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

- 18.15. The Authority may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.
- 18.16. The SelectedBidder(s) will be only allowed to change the personnel working on the project only in the event of a medical or personal emergency or if the performance of the personnel is deemed unsatisfactory by the Authority. The Authority, in such cases, will issue a letter to the Selected Bidder and the Selected Bidder will need to replace the personnel within 7 days.
- 18.17. During a Dispute, each party must continue to perform its obligations under this Agreement. In case a dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 72 hours after receipt. If that party fails to respond within 72 hours, or the dispute cannot be amicably settled within 15 days following the response of that party the matter will go into arbitration. However, in all cases both the Authority as well as the SelectedBidder(s) will under all circumstances look for an amicable settlement for disputes.
- 18.18. The SelectedBidder shall not at any time use All India Football Federation or FIFA trademark(s) or trade name(s) in any advertising or publicity. If the Selected Bidder is found violating this norm it will be considered an IP right violation.
- 18.19. The SelectedBidder(s) will be responsible for welfare of its deployed staff and ensuring that all the equipment's being used are in perfect working conditions. The Authority will not be responsible for any of them.

## **19. FORCE MAJEURE**

### **Definition**

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

Force Majeure shall not include:

- Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
- Any event which a diligent Party could reasonably have been expected to both

- Take into account at the time of the conclusion of this Agreement, and
- Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## 20. FRAUD AND CORRUPT PRACTICES

20.1. For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Services or the LOA or the Agreement, who at any time has been or is an employee or service provider of the Authority in relation to any matter concerning the Services;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

20.2. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this **RFP**, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time,



cost and effort of the Authority, in regard to the **RFP**, including consideration and evaluation of such Bidder's proposal.

20.3. Without prejudice to the rights of the Authority under Clause 21.2 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract, if a Bidder or service provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the agreement, such Bidder may be blacklisted by the Authority as well as by FIFA and may not be eligible to participate in any tender or RFP issued by the Authority and/or by FIFA during a period of 4 (four) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

## **21. MISCELLANEOUS**

21.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the courts in New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

21.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
- (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

21.3. It shall be deemed that by submitting the proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

21.4. All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

## ANNEXURE A – TECHNICAL SUBMISSION CHECKLIST

The checklist to be provided as first page of the Technical Bid:  
Pre-qualification Checklist:

S.No.	Documents	Attached (Yes/No)
1	Experience / contracts/ letters of undertaking (Tournament specific)	
2	Proof of Turnover	
3	Certificate of Registration	
4	No Cross ownership - Self attested copy	
5	Demand Draft for EMD	
6	No Pending legal cases - Self attested copy	
7	Non-Blacklisting by Govt Authority - Self attested copy	

## ANNEXURE B – COST OF SERVICES

Economy Class tickets with pre-booked meals and seats

Agency Service Fees / Charges to be clearly mentioned

1. Booking and Ticket Issuing Charges
2. Ticket Cancellation Charges (if any)
3. Change Ticket Charges (if any)

a) Vehicle with driver Rental:

Location	Per Day Rental Rate	Per Day Rental Rate	Per Day Rental Rate	Per Day Rental Rate
Ahmedabad	20 seater vehicle (15 seats required) with storage space of luggage	Toyota Innova or Similar (6 seater, AC)	Tempo Traveler or similar (12 seater, AC)	Basic Sedan (Swift Dzire or similar, AC)
Bhubaneswar	20 seater vehicle (15 seats required) with storage space of luggage	Toyota Innova or Similar (6 seater, AC)	Tempo Traveler or similar (12 seater, AC)	Basic Sedan (Swift Dzire or similar, AC)
Goa	20 seater vehicle (15 seats required) with storage space of luggage	Toyota Innova or Similar (6 seater, AC)	Tempo Traveler or similar (12 seater, AC)	Basic Sedan (Swift Dzire or similar, AC)
Mumbai	20 seater vehicle (15 seats required) with storage space of luggage	Toyota Innova or Similar (6 seater, AC)	Tempo Traveler or similar (12 seater, AC)	Basic Sedan (Swift Dzire or similar, AC)
Kolkata	20 seater vehicle (15 seats required) with storage space of luggage	Toyota Innova or Similar (6 seater, AC)	Tempo Traveler or similar (12 seater, AC)	Basic Sedan (Swift Dzire or similar, AC)
Guwahati	20 seater vehicle (15 seats required) with storage space of luggage	Toyota Innova or Similar (6 seater, AC)	Tempo Traveler or similar (12 seater, AC)	Basic Sedan (Swift Dzire or similar, AC)

Rates as per following conditions:

1. Airport Pick-up / Drop
2. 8 hour / 80 km per day rate
3. 12 hour / 120 km per day rate
4. Additional Charges such as Extra hour, Kilo-metre, Night Charges, etc.

Once the Contract between the LOC and the successful bidder is signed, said before mentioned rates will be used as reference of the costs that the LOC should incur during the validity of the Contract.

The LOC will have a credit line and will make the payments after the Service has been provided.

The Contractor must provide invoices every 30 days to the LOC for the utilized Services, namely: (i) Accommodation Services; (ii) Air Transport Services; and (iii) Vehicle Rental.