

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

Bid reference No.: LOC/FIFAU17WWC2020/RFP/09092019/02

**INVITATION OF BIDS FOR APPOINTMENT OF EVENT
MANAGEMENT AGENCY FOR LAUNCH OF OFFICIAL EMBLEM
FOR FIFA U-17 WOMEN'S WORLD CUP INDIA 2020**

1. The Local Organising Committee for the FIFA U-17 Women's World Cup India 2020 invites bid for end to end event management services of Official Emblem launch of the FIFA U17 Women's World Cup India 2020 for the tournament.

2. Critical Date Sheet

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Bid Opening Date	1st Oct 2019, 5:00 PM
Technical Bid Opening	1st Oct 2019, 11:00 AM
Financial Bid Opening	3rd Oct 2019, 02:00 PM



Roma Khanna
Tournament Director
Local Organising Committee
FIFA U-17 Women's World Cup India 2020

Table of Contents

1. BACKGROUND.....	6
2. FIFA U-17 WOMEN’S WORLD CUP INDIA 2020.....	6
3. AVAILABILITY OF REQUEST FOR PROPOSAL DOCUMENT	6
4. OVERVIEW OF REQUEST FOR PROPOSAL DOCUMENT	6
5. OVERVIEW OF SELECTION PROCESS	7
6. INSTRUCTIONS TO THE BIDDERS	7
7. SCOPE OF WORK	10
8. TECHNICAL EVALUATION CRITERIA.....	15
9. PROJECT TIMELINES	18
10. MILESTONES & PAYMENTS.....	18
11. LIQUIDATED DAMAGES FOR UNSATISFACTORY WORK.....	18
12. EARNEST MONEY DEPOSIT	19
13. SCHEDULE OF SELECTION PROCESS.....	19
14. QUERIES FROM BIDDERS.....	20
15. VALIDTY AND MODIFICATION OF PROPOSAL	20
16. EVALUATION OF BIDS.....	21
17. CORRECTION OF ERROR.....	22
18. PERFORMANCE SECURITY	22
19. AWARD OF CONTRACT.....	23
20. TERMS OF PAYMENT.....	23
21. TERMS & CONDITIONS.....	24
22. FORCE MAJEURE	30
23. FRAUDAND CORRUPT PRACTICES.....	31
24. MISCELLANEOUS.....	33
ANNEXURE A – TECHNICAL SUBMISSION CHECKLIST	34
ANNEXURE B – BILL OF QUANTITIES	35
ANNEXURE C – BANK GURANTEE FORMAT	36
ANNEXURE D – DRAFT OF AGREEMENT	40

DISCLAIMER

1. This Request for Proposals document (“**RFP**”) is being published to enable interested applicants (“**Bidders**”) to participate in the Selection Process of the event agencies who are competent and eligible for end-to-end event management for the Launch of Official Emblem for the FIFA U-17 Women’s World Cup India 2020 (“**Tournament**”).
2. The information contained in this RFP or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the 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 or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals (“**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, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this 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 AIFF nor LOC of the Tournament, 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 AIFF and the LOC of the Tournament 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 AIFF or the LOC of the Tournament or any of their employees, consultants or officers, whether negligent or otherwise.

11. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of AIFF and LOC of the Tournament. AIFF and LOC of the Tournament 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. 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 youth football championship contested by top 16 U17 national teams of the member associations of FIFA. The tournament will be hosted by India and will comprise of 32 matches to be held in 4 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

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 upgradation 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 ensure end to end management of the launch of the Official emblem for the tournament, 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 event management agencies registered in India who are competent and eligible for providing end to end event management services for the launch as 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 Bidders would be required to undertake the required works, in accordance with the agreement to be entered separately between the Authority and each Selected Bidder (the “**Agreement**”) substantially in Annexure D of this RFP.

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 9.2 (“**Technical Evaluation Criteria**”) and then a technical evaluation will be carried out to determine the eligibility of the Bidders and 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 17.2 of this RFP to ascertain the lowest of the Bids received from eligible 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 requirements of 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

- 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 create any liability in any manner of the Authority towards the Bidder(s).
- 6.4 The LOC, in its mission to host the FIFA U-17 Women's World Cup in India, requires the service of an event management company to implement and execute end to end management of launch of the Official emblem for the FIFA U17 Women's world Cup India 2020, in an iconic location in Mumbai, that are consistent with the Tournament while working within the agreed budget. All Bids should be made to accommodate this model.
- 6.5 Bidders are required to submit one printed original hardcopysealed in an envelope. The Bidders must ensure that the information furnished in their respective electronic soft copy is identical to that submitted by them in their original paper Bid or Proposal. In case of any discrepancy observed by the Authority in the contents of the electronic soft copy and original paper Bid documents, the information furnished on the original paper Bid documents will prevail over the digital softcopy submitted.
- 6.6 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.
- 6.7 Bidders must ensure that their Technical Proposal document soft and hard copies do not contain any financial quotations or prices. The financial offer should only be sent in hardcopy sealed in a separate envelope from the technical documents.
- 6.8 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 initialled by the Authorised Representative of the Bidder as per the terms of the RFP.
- 6.9 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 FOR EVENT MANAGEMENT AGENCY FOR
LAUNCH OF OFFICIAL EMBLEM FOR FIFA U-17 WOMEN’S WORLD CUP
INDIA 2020**

- 6.10 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.
- 6.11 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 should also contain the Earnest Money Deposit or Bid Security as specified in Section 13 of this RFP. The Technical Proposal envelope should be clearly labelled as “**technical proposal**”. The “**Financial Proposal**” Evaluation envelope of only the 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).
- 6.12 The sealed envelope containing the Bids must be received in the office of the Authority Football House, Sector 19, Phase 1, Dwarka, New Delhi 110075 before 30th September 2019, 5:00 PM. 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.
- 6.13 The Bid should be unconditional. In case of any condition, the Bid shall be treated as non-responsive and may be disqualified.
- 6.14 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.
- 6.15 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Bidder.
- 6.16 The Financial Bid proposal should be inclusive of all applicable taxes. In the event of change of duration, pro rata rates will be levied.

7. SCOPE OF WORK

Concept – The Official Emblem will give FIFA U-17 Women’s World Cup India 2020 a unique identity, and a distinctive look and feel. The Official Emblem Launch will also be the first major event in the lead-up to the tournament and is all-in-all, gravely important to setting the tone till the competition kicks off.

The idea for the launch is to also get popular public figures in the country to back the India U-17 women’s team, that will become the first women’s football team from the country, to participate in a FIFA tournament.

The Creative design of the Official Emblem, look and feel for the tournament along with brand guidelines , that are to be strictly followed by the chosen bidder will be provided by the authority for the launch.

For the purpose of RFP submission, the bidder can use creatives of FIFA U17 World Cup India 2017 which is available publically.

The bidder would be responsible for end-to-end management of the launch of official emblem for the FIFA U17 Women’s World Cup India 2020 ceremony that would be held at an iconic location in Mumbai, followed by pre dinner/ snacks evening at a hotel nearby in end of October or first week of November in co-ordination with guidelines specified by the Authority (AIFF) to deliver the following:

a) **Operations:** The Bidder will be responsible for conceptualizing, planning, designing, implementing, staging, producing, coordinating, budgeting, supervising, managing and executing all the activities (end to end) related to Official Emblem Launch ceremony of FIFA U-17 Women’s World Cup India 2020 after the approval of the concept from the concerned authorities.

b) **Concept Submission** – The bidder must submit two innovative concepts for the launch of the Official Emblem. The concept should be fresh in its approach with an interactive element and at least one can be on the following lines -

- a. Use of high end technology for the launch (Mesh/ Mapping/ Holographic)
- b. Cultural / performance / interactive act
- c. Concept to involve celebrities as a part of launch

- c) **Creative Development and Production:** All creative elements such as Invites, parking pass, brochure designing, signage's, wrist-bands, pennants, lapel pins, lanyards, media booklets/ folders, diaries, stationary, barricade branding, backdrops and all other artwork required for the event in applicable format as per the Branding Guidelines to be designed and produced. Ground production, set & décor, LED screens, fabrication, masking etc., to be done by the Bidder.
- d) **Branding** – The bidder responsible would deliver look and feel and brand the entire area that would include but not restricted to inside and outside of the venue, but all areas that standees, gate arch, entry etc. keeping in mind the official look and feel of the FIFA U-17 Women's World Cup India 2020.
- e) **On Site Signage** – Overall on-site signage plan, and execution for all operational areas during the event. Submission of an elaborate plan on all signage being placed throughout the venue.
- f) **Hotel Management** - The bidder would be required to book the hotel and make all necessary bookings for arranging the Press Conference for 100 media personal and arrangement of pre-dinner services for about 200 guests.
- g) **Artists Performances & Entertainment** - The bidder will be responsible for producing all artists' performances, if any for the Official emblem launch. This would be done in accordance to the concept approved.
- i. **Artist & Entertainment:** Managing artists, suggesting and implementing options for entertainment and managing the same. Sourcing of all talent acts and payment of their fees - to include all associated transportation, accommodation and catering costs.
 - ii. **Show Management & Stage Management-** Bidder to provide a stage manager and stage management team to run the entire show.
 - iii. **Green Room & Backstage management:** Furniture and fixture requirements, along with, backstage requirements to be taken care by the bidder.
 - iv. **MC(s) / Presenter(s)** of adequate stature of the Event and provision of a DJ

- h) **Security Management** – Detailed planning and presentation of security management plan to be submitted and implemented. This would include the following –
- i. Risk Assessment
 - ii. Detailed manpower deployment plan
 - iii. Frisking & Security equipment
 - iv. Evacuation planning
 - v. Accreditation planning and production
 - vi. Celebrity Management & security (if applicable)
 - vii. Traffic & parking management
 - viii. Barricading with masking
- i) **Media Management** – The bidder would be responsible for creating (in Hotel)
- i. **Press Conference** – Set up of PC area - Head table, backdrop using FIFA guidelines, raised platform for head table and raised platform for Cameras
 - ii. **Setting up of media center if required** – provision of furniture & fixtures, power, Internet etc.
 - iii. Videographer and photographer to be provided by the Bidder. This would also include video / photo coverage of the set up and prior to the event
- j) **Technical Production Support:**
- i. Sound, light, televisions, walkie-talkies and power to be provided by the bidder for the event on all the required days.
 - ii. Support to team-providing power supply, cabling/wiring, and camera platforms.
- k) **Manpower management:** All manpower requirements to be managed by the bidder during all days (security, hostess, volunteers, set-up staff, labor, backstage, hospitality, etc.). Staffing on behalf of LOC if required to be done by the bidder. This would also include workforce uniform during practice days and the event day.
- l) **Provision of F& B- The successful bidder must-**
- i. F&B to be managed by the bidder in the hotel for guest and media
 - ii. Agency would be required to make provision of F&B for VIP's celebrities at the outdoor location

- m) **Infrastructure facility-** The bidder would be responsible for setting of Infrastructure at the outdoor location with all amenities
- i. **Furnishing & Furbishing:** The Bidder shall do the furnishing and furbishing of the main area, media rooms and other designated rooms and temporary tents/ setups, if any. The bidder shall also provide all required furniture like sofa, soft chairs, chairs with seat covers, desks, folding tables, carpets, as per requirement
 - ii. **Supply and installation of electronic & electrical equipment:** The Bidder shall install electronic and electrical equipment's like AC, PA system, televisions, electronic boards, and refrigerators etc. at the designated rooms and tents at the venue. The electronic equipment's should be of latest configuration and should not be older than 2 years. The Bidder shall ensure that adequate number of spare electronic equipment's is readily available at the site, which could be used in case of need.
 - iii. **Portable Toilets:** The Bidder shall install portable toilets at the venue and wherever required. A minimum of 2 for females and 2 for male.
- n) **Medical & Fire Management:** Bidder to provide medical staff for all days and also have plan in place in case of fire. Closest fire station, hospital and police station to be informed in advance and details must be provided to all involved much in advance.
Ambulance and Fire brigade on site on the event day.
- o) **Permissions** – All necessary & required permissions to be taken by the bidder for the event to take place without any hindrance. Liaison with concerned authorities for effective venue management planning, coordination and execution.
- p) **Registration & Help Desk** - Management of registration desk and help desk at various checkpoints (guest & media)
- q) **VVIP management** – The bidder responsible would-
- i. Create guest list, invite and RSVP with LOC protocol /events manager
 - ii. Receive and coordinate- VIP's, celebrities etc.
 - iii. Work closely with Protocol Manager & Events Manager and help in guest management, seating plan and RSVP

iv. Celebrity Management

- a. If applicable, for any logistic/ travel / accommodation requirement for any of the celebrity, the bidder would be required to submit bills and approval will be based on actuals.
- r) **Giveaways:** Design and production of giveaways (e.g.: bags, notebook, folder, pen, pen drives, etc.), for guests and media.
- s) Any other requirement for the event will be discussed and agreed in writing and paid as per actuals.

The bidder also needs to –

- Design and deliver the complete plans for the launch for review
- Undertake surveys of the venue and work in conjunction with Authorities and to ensure all necessary planning and coordination is in place
- The bidder shall ensure that no damage of any kind is caused to the Venue or any part thereof or any fixtures or fittings therein in any manner whatsoever
- Monitor and update the day-to-day operations
- Logistics and production planning
- Submission of weekly reports with documented proof about work in progress till the end of the contract
- Ensure smooth execution, production and delivery of the launch in accordance with the requirements of the involved parties
- The successful Bidder shall ensure, through high quality communication and reporting (in writing), that concerned authorities, are kept informed of issue(s), if any, that may arise and necessitate changes in the scope, variation or delays.
- The Bidder will be in charge of budgeting and maintaining the relationship with the vendors that may be necessary for each of the activations
- Provide detailed checklist with timelines
- Walkthrough with concept presentation
- The venue to be returned to the concerned authorities in the condition in which it was received.
- De-installation Within 24 Hours of Venue Closure

8. TECHNICAL EVALUATION CRITERIA

8.1. Only service provider/consultant who fulfil all the below mentioned technical evaluation criteria will be considered eligible for carrying out the works.

S. No	Criterion	Supporting Documents to be submitted
1.	The Bidder should be a Proprietorship/Partnership/Company established in India and registered under applicable statutory laws in India.	Bidder must submit the Proprietorship/Partnership/Company registration certificate/incorporation details along with a copy of: PAN Card Income Tax Registration Certificate or Income Tax Return Acknowledgment Service Tax Registration Certificate
2.	The Bidder must have executed projects of a similar size and nature as the one requested in this RFP. The Bidder should have handled conceptualization and management of at least 5 (five) National/International Assignments during the last 5 (five) years. Experience of working on a FIFA Tournament would be an advantage	Copy of the contract and annexures detailing the exact scope of work that the Bidder needed to provide for the Authority on the work. The contract and annexures must mention, at a minimum, the following: <ul style="list-style-type: none">• Contracting Authority• Event or Project for which the Contract has been awarded• Date of execution of the Project• Scope of work for the Project In case the contract provided does not have all the above mentioned information, the Bidder must provide, along with the contract, an undertaking in the company letterhead with the following information: <ul style="list-style-type: none">• Contracting Authority• Event or Project for which the Contract has been awarded• Date of execution of the Project• Scope of work for the Project

S. No	Criterion	Supporting Documents to be submitted
		<p>In case the contract cannot be provided due to confidentiality reasons, a copy of the work order or Purchase Order for the Event/Project must be provided, clearly stating the following:</p> <ul style="list-style-type: none"> • Contracting Authority • Event or Project for which the Contract has been awarded • Date of execution of the Project • Scope of work for the Project. <p>In case the work order provided does not have all the above mentioned information, the Bidder must provide, along with the work order, an undertaking in the company letterhead with the following information:</p> <ul style="list-style-type: none"> • Contracting Authority • Event or Project for which the Contract has been awarded • Date of execution of the Project • Scope of work for the Project
3.	The Bidders must have qualified staff on their team as well as project managers at central and venue level who would be the point of contact at the venue.	The Bidder must provide an organizational chart of their setup explaining the hierarchy of the personnel that will be deployed centrally as well as at the Venue level.
4.	Financial details of the Bidder. The Bidder should have a turnover of INR 50 Cr in each of the last two financial years, calculated as total certified payments received for contracts completed, within the last 02 years.	The Bidder must provide self-attested audited Financial Statements, which should be signed by a CA for the last 2 Financial Years (2017/2018; 2018/2019). In case a Bidder has not completed its audit for the Financial Year 2018/2019, it can provide the Financial Statement for the Financial Year 2018/2019

S. No	Criterion	Supporting Documents to be submitted
5.	The Bidder should have submitted an Earnest Money Deposit as per the schedule provided in Clause 12 of this RFP.	Original Demand Draft in name of All India Football Federation.
6.	The Bidder should have submitted an undertaking that there are no major legal cases pending against it.	Attach self-certification /undertaking on company letterhead duly signed and stamped by the competent authority of the Bidder.
7.	The Bidder should have submitted an undertaking that it is not blacklisted by Government of India or the State Government NCR Delhi or any other relevant authority or private organisation.	Attach self-certification /undertaking on company letterhead duly signed and stamped by the competent authority of the Bidder.
8.	In case of consortium, the details of role to be played by each member of the consortium and their proposed equity structure for new entity is to be clarified. The lead Bidder should be an organisation registered in India and have 51% share in the consortium and continue to have the same for the term of the Agreement. In case of consortium the details of role to be played by each member of the consortium and their proposed equity structure for new entity is to be clarified. The pre-qualification criteria information for only the partner sharing most the consortium will be considered.	MoU or contract between the members of the consortium.
9.	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.
10.	Additional requirements like concept	The Bidders, as part of their technical bid submission, are required to submit a visual representation (such as render, superimposed

S. No	Criterion	Supporting Documents to be submitted
		photo design, walkthrough etc.) to be considered as the Concept. The hard copy submission concept should be submitted.

8.2. The Financial Bids of only the Bidders who satisfy the technical evaluation criteria will be opened.

8.3. The bidder must detail the charges for the Complete Event Operation with an itemized BOQ, including their service/management fee. The overall figure submitted as the financial offer would be final and binding, subject to any further renegotiation by the LOC, and would not be allowed to be increased except for any force majeure conditions as duly recognized by the LOC. The authority at its discretion is permitted to reduce the items from the scope of work and the costs would be referred to the detailed BOQ

9. PROJECT TIMELINES

7th October 2019 - 10th November 2019

10. MILESTONES & PAYMENTS

All payment to the selected Bidder shall be made as per the terms specified in this RFP.

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

FIRST PAYMENT MILESTONE	10% of the contract value within 15 days of signing of the contract.
SECOND PAYMENT MILESTONE	35% of the contract value one week before the event or post all approvals
THIRD PAYMENT MILESTONE	55% of the contract value within 30 days of Selected completion of the work.

11. LIQUIDATED DAMAGES FOR UNSATISFACTORY WORK

11.1. The selected Bidder(s) always will ensure that the all the works are being carried out as per scope of work section of this RFP unless otherwise informed by the Authority. The Authority representatives in case of unsatisfactory quality of workmanship by the

Bidder(s) will subject the successful bidder(s) to liquidated damages 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, 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. EARNEST MONEY DEPOSIT

12.1. Along with its technical bid submission, the Bidder must deposit a demand draft of amount **INR Rs 2,00,000 (Two lakh only)** as Earnest Money Deposit 'EMD'.

12.2. The demand draft should be in the favour of All India Football Federation. The EMD of unsuccessful Bidders will be returned to them within two weeks of selection of the Selected Bidder(s). For Selected Bidder(s), the EMD will be returned upon signing of the contract. Any bid submitted without EMD will be out rightly rejected. The Earnest Money will be forfeited because one or more of the following reasons:

- The Bidder withdraws its Bid during the validity period specified in RFP.
- The Bidder does not respond to requests for clarification of its Bid.
- The Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- In case of a SelectedBidder, the said Bidder fails to sign the Agreement in time; or does not furnish the mandatory Performance Security.
- The Bidder materially alters his Bid during the Bid processing period.

13. SCHEDULE OF SELECTION PROCESS

S.NO	Particular	Detail
1	Release of RFP document on AIFF website in newspaper inviting bid proposals.	09 th September 2019
2	Start date of receiving queries via email	09 th September 2019
3	Last date for receiving queries via email.	16 th September 2019

4	Last date for Issue of corrigendum (if any)	16 th September 2019
5	Last Date for submission of bids to LOC FIFA U-17 Women's World Cup India 2020 Football House Sector 19, Phase 1, Dwarka	30 th September 2019
6	Technical Bid Opening LOC FIFA U-17 Women's World Cup India 2020 5/25 , Basement , Vikram Vihar New Delhi -110024	1 st October 2019
7	Financial Bid Opening LOC FIFA U-17 Women's World Cup India 2020 5/25 , Basement , Vikram Vihar New Delhi -110024	3 rd October 2019
8	Issue of letter of award to the Selected Bidder	7 th October 2019
9	Submission of Performance Guarantee by Selected Bidder	10 th October 2019
10	Signing of Agreement	10 th October 2019
11	Validity of Bids	6 Months from bid due date

14. QUERIES FROM BIDDERS

The Bidders may request clarifications about this RFP document, only in writing, by sending an email to tenders@india2020wwc.com. The subject line for the email should be specified as "QUERY REGARDING RFP FOR APPOINTMENT OF EVENT MANAGEMENT AGENCY FOR LAUNCH OF OFFICIAL EMBLEM FOR FIFA U-17 WOMEN'S WORLD CUP INDIA 2020". No query received after September 16th 2019, 3:00 PM will be entertained or responded to by the Authority.

15. VALIDITY AND MODIFICATION OF PROPOSAL

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

- 15.2. If any Bidder does not qualify in the technical evaluation then the Financial Proposals shall be returned unopened to the Bidder.
- 15.3. The Bids shall be valid for a period of 6 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with section 6 instruction to the bidders, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

16. EVALUATION OF BIDS

- 16.1. The bids will be evaluated in two parts:

16.1.1. Technical Evaluation

For the evaluation of the Bids, the envelope labelled technical evaluation 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. And in case of any change in timings or date of the bid opening the authority shall inform all bidders via email.

16.1.2. Financial Evaluation

Financial bids of only the Bidders who fulfil all the technical evaluation criteria will be opened. The financial bid must have all the elements listed in detailed BOQ with costing break up for each element. The Authority holds the right to remove/ add any element depending upon the final approval of the concept.

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 the higher turnover.

17. CORRECTION OF ERROR

17.1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received.

17.2. 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.

18. PERFORMANCE SECURITY

18.1. Upon selection of the Selected Bidder(s), the Authority will send a letter of award to the Selected Bidder. After receiving the letter of award, the Selected Bidder(s) will be required to submit performance security amounting to 10% of the contract value within 5 days of issue of letter of intent. In case of any delay beyond the same a penalty of Rs 500/- day will be levied on the contract value. The performance security will be submitted as per the format provided in Annexure C. The performance guarantee should be valid for 180 days after completion of the tournament.

- 18.2. All incidental charges whatsoever such as premium, commission, etc. with respect to the Performance security shall be borne by the Bidder.
- 18.3. Failure to comply with the requirements of Scope of Work specified in this RFP, as per the judgment of the Authority, shall constitute sufficient grounds for the forfeiture of the Performance Security.
- 18.4. The “Performance Security” shall be released after completion of the contract in all respects and provided further that there is no breach of the contract on the part of the Bidder.
- 18.5. No interest or cost will be paid on the Performance Security by the Authority.

19. 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 Bidder(s) and the Authority will enter into an agreement as per Annexure D.

20. TERMS OF PAYMENT

The payment will be disbursed in the following manner:

- 20.1. 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 to the Authority. Upon verification of the invoice by the Authority, the first payment will be released within 15 days of receipt of the invoice.
- 20.2. 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.

- 20.3. 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.
- 20.4. 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.

21. TERMS & CONDITIONS

- 21.1. The information contained in this RFP or subsequently provided to the Bidders in writing by the Authority 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.
- 21.2. 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 Bids 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 to consider the objectives, expertise and 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 at its own cost.
- 21.3. 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.

- 21.4. 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.
- 21.5. 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.
- 21.6. 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.
- 21.7. 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 about 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.
- 21.8. The authority may vary the quantities of event elements required. The authority in writing will notify any change in quantity and hold the right to add/ remove elements from the element sheet submitted based on the final approved concept.
- 21.9. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by the Authority.

- 21.10. 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 or as part of the same consortium.
- 21.11. The selected Bidder(s) shall ensure the end to end event management services for the Official Emblem Launch FIFA U17 WWC India 2020 for which they have been selected, in accordance with the provisions of this RFP and the Agreement.
- 21.12. The Bidder(s) shall submit its Bid in the form and manner specified in this RFP. The Technical Bid shall be submitted in the form at Annexure A with details required and the Financial Proposal shall be submitted in the form at Annexure - B In case of discrepancy between the label and the documents in the envelope the bid will be out rightly rejected by the Authority. Upon selection, the Bidder shall be required to enter an agreement with the Authority as provided at Annexure– D.
- 21.13. 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.
- 21.14. The Bidder(s) shall not have a conflict of interest that may affect the Selection Processor the award of Services Agreement hereunder (the “**Conflict of Interest**”). 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.
- 21.15. 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.

21.16. The Bidder(s) are encouraged to submit their respective bids after visiting the proposed iconic venue to familiarize themselves with the conditions, location, surroundings, climate, working environment, Applicable Laws and regulations or any other matter considered relevant by them.

21.17. 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.

21.18. The Authority may, in its sole discretion, extend the Bid Due Date at any point of time.

21.19. 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 thereunder.

21.20. 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.

21.21. 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.

21.22. 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.

21.23. 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 of non-compliance with Applicable Laws.

21.24. The Selected Bidder(s) shall commence the Services as per the project timelines stated in this document. In case of any delays in commencement of services, the Authority will inform the Selected Bidder(s) in writing.

21.25. The Selected Bidder(s) would need to provide the confirmed details of the staff that will be deployed during the event at least 15 days prior to the event. Any delay post that will be liable to a deduction of Rs 1,000/- per day.

21.26. 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.

21.27. 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 in the state in which the Authority has its headquarters 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.

21.28. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

- 21.29. 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.
- 21.30. The Selected Bidder(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. However, from 20th October 2019 till the end of the contract the Selected Bidder will have to ensure a replacement within 24 hours.
- 21.31. During the period of work at the main venue , the Selected Bidder will take utmost care to the fact that no damage is caused to the property due to its work. In the event of any case of damage is brought to the notice of the Authority by the facility owners, the Selected Bidder will be responsible to take care of all the costs arising due to the damage caused.
- 21.32. 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 Selected Bidder(s) will under all circumstances look for an amicable settlement for disputes.
- 21.33. The Selected Bidder shall not at any time use All India Football Federation, LOC 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.

21.34. The Selected Bidder(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.

22. FORCE MAJEURE

22.1. For the purposes of this document, "Force Majeure" means an event which is beyond the reasonable control of the Authority, is not foreseeable, is unavoidable and not brought about by or at the instance of the Authority claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes Authority'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, quarantine or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Authority invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

22.2. Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of the Bidder or Bidder's agents or employees, nor (ii) any event which a diligent Bidder could reasonably have been expected both to consider at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

22.4. The Selected Bidder affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

22.5. The Authority affected by an event of Force Majeure shall notify the Bidder of such event as soon as possible, and in any case not later than three (3) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

22.6. Any period within which a Selected Bidder shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Bidder was unable to perform such action as a result of Force Majeure.

22.7. During the period of their inability to perform the Services because of an event of Force Majeure, the Selected Bidder, upon instructions by the Authority, shall either: demobilize; or continue with the Services to the extent possible, in which case the Selected Bidder shall continue to be paid proportionately and on pro rata basis, under the terms of the Contract.

22.8. In the case of dispute in agreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled per conditions mentioned in this document.

23. FRAUD AND CORRUPT PRACTICES

23.1. 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 therefrom, 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.

23.2. 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.

23.3. Without prejudice to the rights of the Authority under Clause 23.2 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.

24. MISCELLANEOUS

- 24.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the courts in Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 24.2. 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.
- 24.3. 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.
- 24.4. 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.
- 24.5. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

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	Proof of ownership / Rental Agreement	
2	Experience / Contracts/ Letters of undertaking	
3	Certificate of Registration	
4	Organisational Chart	
5	PAN Card	
6	Service Tax Registration Certificate	
7	Income tax Registration Certificate & Income tax return Acknowledgement	
8	Proof of turnover	
9	Details of consortium if any	
10	No Cross ownership - Self attested copy	
11	Demand Draft for EMD	
12	No Pending legal cases - Self attested copy	
13	Non-Blacklisting by Govt Authority - Self attested copy	
14	Concept plans (02)	

ANNEXURE B – BILL OF QUANTITIES (To be submitted with the Financial offer)

ANNEXURE C – BANK GURANTEE FORMAT

Bank Guarantee for Performance Security

To

[INSERT DETAILS OF AUTHORITY]

.....

.....

.....

In consideration of acting on behalf of the **[Authority]** (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “**Service Provider**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “**Agreement**”) the assignment for providing pitch maintenance services, and the Service Provider having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

1. We, (hereinafter referred to as the “**Bank**”) at the request of the Service Provider do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said Agreement.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand

from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Service Provider of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Service Provider and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service

Provider or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Service Provider or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 90 days after the date of the expiry of the Agreement)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

ANNEXURE D – DRAFT OF AGREEMENT (for reference)
AGREEMENT

This Agreement (hereinafter called the “**Agreement**”) is entered on (insert date),

BETWEEN

1. The Local Organising Committee, FIFA U-17 Women’s World Cup India 2020 (**LOC**) located at Football House, Sector-19, Dwarka, New Delhi - 110075 (hereinafter called the “**Authority**” which expression shall include its respective successors and permitted assigns, unless the context otherwise requires);
and
2. (insert name), located at – (insert address), (hereinafter called the “**Service Provider**” which expression shall include its respective successors and permitted assigns, unless the context otherwise requires);

In this Agreement, the term “**Service Provider/Consultant**” shall mean the (insert service provider/consultant). And its authorised representatives.

In this Agreement, the term “**Party**” or “**Parties**” shall mean the Authority and the Service Provider/Consultant individually or collectively, as the context may require.

WHEREAS:

- (A) The Authority vide its Request for Proposal document (“**RFP**”) dated (insert date), invited proposals for (enter services required) for FIFA U-17 Women’s World Cup India 2020 (“**Consultancy**”) at the venues listed in detail in the RFP.
- (B) The Service Provider/Consultant submitted its proposals for the aforesaid work, whereby it represented to the Authority that it had the required technical expertise, professional skills and overall competence, and in the said proposals it also agreed to provide the consultancy to the Authority on the terms and conditions as set forth in the RFP and this Agreement;

(C) The Authority, after the opening of all bids, accepted the proposal of the Service Provider/Consultant, and issued a Letter of Award dated (insert date) (the “LOA”) (Attached as **Annexure I**); and

(D) In pursuance of the LOA, the Parties have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants set forth in this Agreement, the Parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Authority Representative**” shall have the meaning set forth in Clause 1.9.2;
- (e) “**Award**” shall have the meaning set forth in Clause 9.4.3;
- (f) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (g) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (h) “**Cost of Consultancy**” shall mean and include the total amount payable to the Service Provider/Consultant for providing consultancy as detailed in this Agreement and in the RFP, including all taxes due and payable in accordance with the RFP;
- (i) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (j) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (k) “**INR, Re. or Rs.**” means Indian Rupees;
- (l) “**Party**” means the Authority or the Service Provider/Consultant and Parties means both of them;
- (m) “**RFP**” means the Request for Proposals document dated (insert date) in response to which the Service Provider/Consultant’s proposal for providing Consultancy was accepted;

- (n) “**Consultancy**” means (enter services/consultancy required) for FIFA U-17 Women’s World Cup India 2020
- (o) “**Service Provider/Consultant Representative**” shall have the meaning set forth in Clause 1.9.3; and
- (p) “**Third Party**” means any person or entity other than the Authority or the Service Provider/Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among any or all of them, the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

1.2 Relation between the Parties

The Service Provider/Consultant acknowledges that it is acting as an independent contractor and is solely responsible for its actions or inactions and that nothing contained herein shall be construed as establishing a relationship of master and servant or of agent and principal between the Authority and the Service Provider or its representatives. The Service Provider shall, subject to this Agreement, have complete charge of personnel performing the Consultancy and shall be fully responsible to the Authority for the Consultancy performed by them or on their behalf hereunder. The Service Provider is not authorized to enter into contracts or agreements on behalf of the Authority or to otherwise create obligations of the Authority. The Parties hereby acknowledge and agree that any workers or personnel engaged by the Service Provider and providing Consultancy on-site at locations as required under this Agreement shall be employees of the Service Provider and not of the Authority for all purposes, including workers’ compensation, taxes, and compensation and employee benefits. The Service Provider agrees that the Service Provider shall be solely responsible for

payment of all applicable workers' compensation, disability benefits, employee benefits and unemployment insurance and for withholding and paying such employment taxes and income withholding taxes as required. The Service Provider shall, subject to this Agreement, have complete charge of personnel performing the Consultancy and shall be fully responsible to the Authority for the Consultancy performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Agreement and in particular:

- (a) the Service Provider shall provide the Consultancy in accordance with the provisions of the Agreement;
- (b) the Authority shall make payments to the Service Provider in accordance with the provisions of the Agreement; and

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement, shall be in writing and in the English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by one Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Service Provider, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Service Provider/Consultant's Representative set out below in Clause 1.9.3 or to such other person as the Service Provider may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Service Provider may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.9.2 or to such other person as the Authority may from time to time designate by notice to the Service Provider; provided that if the Service Provider does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

1.8 Location

The Consultancy shall be provided at the venues as specified in the **Annexure II** to this Agreement, as per directions given by the Authority, in accordance with the provisions of RFP and this Agreement.

1.9 Authorised Representatives

- 1.9.1 Any action required or permitted to be taken and any document required or permitted to be executed, under this Agreement by the Authority or the Service Provider, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.

1.9.2 The Authority may, from time to time, designate one (one) of its officials as the “**Authority Representative**”. Unless otherwise notified, the Authority Representative shall be:

Ms. Roma Khanna

Tournament Director,

LOC, FIFA U-17 Women’s World Cup India 2020

Football House, Sector-19,

Dwarka, New Delhi – 110075

India

E-mail: roma@india2020wwc.com

1.9.3 The Service Provider in this case shall be (insert name of service provider/consultant). The Service Provider may designate 1(one) of its employees as the “**Service Provider/Consultant’s Representative**”. Unless otherwise notified, the Consultant’s Representative shall be:

(insert name)

(insert address)

Tel:

Mobile:

Email:

1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Service Provider shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws, including Goods and Consultancy Tax (GST) and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Consultancy

The Service Provider shall commence the Consultancy immediately from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Consultancy

If the Service Provider does not commence the Consultancy within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Service Provider, declare this Agreement to be null and void.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall expire upon completion of the required Consultancy by the Service Provider and clearance of the final payment by the Authority, as specified in the RFP. Upon termination, the Authority shall make payments of all amounts due to the Service Provider hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of this Agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Service Provider arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Consultancy, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) 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.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s personnel or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the commencement of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 7 (seven) days following the occurrence of such event, providing evidence of the nature and cause of such

event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, may be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure, subject to approval in writing in this regard from the other Party.

2.7.5 Payments

During the period of its inability to provide the Consultancy as a result of an event of Force Majeure, the Service Provider shall, subject to specific approval for this received in writing from the Authority, be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Consultancy and in reactivating the provision of Consultancy after the end of such period, provided the reasons and factors are recorded in writing and approved by the Authority.

2.7.6 Consultation

Not later than 15 (fifteen) days after the Service Provider has, as the result of an event of Force Majeure, become unable to provide the Consultancy, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken under the circumstances.

2.8 Suspension of Payments

- 2.8.1 The Authority may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider is in breach of this Agreement or fails to perform any of its obligations under this Agreement, including providing the Consultancy; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Service Provider to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Service Provider of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Service Provider, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Service Provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 7 (seven) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Service Provider becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Service Provider submits to the Authority, a statement which has a material effect on the rights, obligations, reputation or interests of the Authority and which the Service Provider knows to be false;
- (e) any document, information, data or statement submitted by the Service Provider in its Proposals, based on which the Service Provider was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Service Provider is unable to provide the Consultancy for a period of not less than 15 (fifteen) days;
- (g) the Service Provider brings the Authority to disrepute by maligning it publicly or acting in a manner which damages the image of the Authority or AIFF; or
- (h) In case Service Provider engages in any Prohibited Practices as per Clause 3.2.5.

2.9.2 By the Service Provider

The Service Provider may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Service Provider pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 30 (thirty) days after receiving written notice from the Service Provider that such payment is overdue;

- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (thirty) days (or such longer period as the Service Provider may have subsequently granted in writing) following the receipt by the Authority of the Service Provider's notice specifying such breach;
- (c) as the result of Force Majeure, the Service Provider is unable to provide the Consultancy for a period of not less than 15 (fifteen) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Service Provider/Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Service Provider/Consultant's Consultancy provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Consultancy

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to stop the Consultancy in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum and shall obtain the Authority's approval prior to incurring any extra expense for such purpose. With respect to documents prepared by the Service Provider and materials furnished by the Authority, the Service Provider shall proceed as provided by Clause 3.9 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall pay the outstanding amounts, pursuant to Clause 6 hereof for Consultancy satisfactorily performed prior to the date of termination, after offsetting

against these payments, any amount that may be due from the Service Provider to the Authority.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral Award.

3 OBLIGATIONS OF THE SERVICE PROVIDER/CONSULTANT

3.1 Terms and conditions of Consultancy

3.1.1 Standards of Performance

The Service Provider shall provide the Consultancy and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted international techniques and best practices, to provide the Consultancy as per the specifications in the RFP and otherwise as specified, and shall observe sound management practices, and employ appropriate advanced and effective technology and methods. The Service Provider shall always act, in respect of any matter relating to this Agreement or to the Consultancy, as a faithful provider of Consultancy to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Applicable Laws

The Service Provider shall provide the Consultancy in accordance with the Applicable Laws and shall take all practicable steps to ensure compliance with the Applicable Laws.

3.1.3 Terms and conditions of providing Consultancy

The terms and conditions of providing Consultancy are as specified herein and shall be binding on the Service Provider and the Authority at all times. The aforesaid terms and conditions shall include -

- (i) payment of Consultancy by the Authority in accordance with the Agreement; and
- (ii) all other conditions specified in the Agreement.

3.1.4 The Authority reserves the right to engage technical consultants to carry out quality assessment exercises with regard to the Consultancy provided by the Service Provider and suggest suitable corrective measures as may be required.

3.2 Conflict of Interest

3.2.1 The Service Provider shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Prohibition of conflicting activities:

The Service Provider shall not engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.3 Service Provider not to benefit from commissions, discounts, etc.:

The payment to the Service Provider pursuant to Clause 6 hereof shall constitute the Service Provider/Consultant's sole entitlement in connection with this Agreement or the Consultancy and the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Consultancy or in the discharge of its obligations hereunder.

3.2.4 For the purposes of Clauses 3.2.5 and 3.2.6, 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 actions of any person connected with the selection process of the Service Provider (for removal of doubt, offering of employment 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 selection process or LOA or dealing with matters concerning the Agreement 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) engaging in any manner whatsoever, whether during the selection process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Consultancy or the LOA or the Agreement, who at any time has been or is a Service Provider for the Authority in relation to any matter concerning the Consultancy;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression 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 person or property to influence any person’s participation or action in the selection process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (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.

3.2.5 The Service Provider shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement, after providing the Service Provider a reasonable opportunity of being heard, forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the selection process or before or after entering into of this Agreement. In such an event, the Authority, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.4 above and the other rights and remedies which the Authority may have under this Agreement, if the Service Provider, after being provided a reasonable opportunity, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the selection process or before or after the execution of this Agreement, the Authority shall make recommendations to the Sports Authority of India as well as the Government of India that the Service Provider not be allowed to participate in any tender or RFP issued for any sporting event or other purpose during a period of 2 (two) years from the date the Service Provider is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.3 Confidentiality

The Service Provider shall not, either during the term or within 2 (two) years after the expiration or termination of this Agreement disclose any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Service Provider; any information provided by or relating to the Authority, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or Service Provider/Consultants, customers, or contractors of the Authority; and any other information which the Service Provider is under an obligation to keep confidential in relation to the Consultancy or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Service Provider may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Service Provider or becomes a part of the public knowledge from a source other than the Service Provider;
- (ii) was obtained from a Third Party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Service Provider shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

- (iv) is provided to the professional advisers, agents, auditors or representatives of the Service Provider, as is reasonable under the circumstances; provided, however, that the Service Provider shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.
- (v) The Service Provider shall not disclose work related photos/stories/information obtained about the Authority or the tournament, its practices, or any information via any social media platforms.

3.4 Liability of the Service Provider/Consultant

3.4.1 The Service Provider/Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Service Provider shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Consultancy rendered by it and for any liability arising on account of non-compliance with Applicable Laws.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Service Provider or on the part of any person or firm acting on behalf of the Service Provider in carrying out the Consultancy, the Service Provider, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Service Provider may be entitled to receive from any insurance maintained by the Service Provider to cover such a liability in accordance with Clause 3.5.1, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Service Provider or any person or firm acting on behalf of the Service Provider in providing the Consultancy.

3.5 Insurance to be availed by the Service Provider/Consultant

3.5.1 The Service Provider shall, for the duration of this Agreement, avail and maintain at its own cost, insurance against the risks relevant to the Agreement, and obtain coverage in accordance with good industry practice. The Authority may at its own discretion request the Service Provider for the documentation for the same and the Service Provider would be liable to provide the same to the Authority.

3.6 Accounting, inspection and auditing

The Service Provider shall:

- (a) keep accurate and systematic accounts and records in respect of the services and Consultancy provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly and accurately identify all relevant time charges and costs, and the basis thereof (including the basis of the Service Providers costs and charges); and,
- (b) the Authority may at its own discretion ask for copies for audited statements of the Service Provider for a period up to 1 (one) year after expiry or termination of the Agreement.

3.7 Service Provider/Consultant's actions requiring the Authority's prior approval

The Service Provider shall obtain the Authority's prior approval in writing before taking any of the following actions, in addition to such other actions specified in this Agreement which may also require the Authority's prior approval:

- (a) entering into a subcontract for providing any part of the Consultancy, it being understood that the Service Provider shall remain fully liable for the performance of the Consultancy by the Consultant and its personnel pursuant to this Agreement; or
- (b) before sending any creative for print;
- (c) any other action that is specified in this Agreement.

3.8 Reporting obligations

The Service Provider shall submit to the Authority, the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein or as may be communicated to the Service Provider by the Authority from time to time.

3.9 Documents prepared by the Service Provider/Consultant to be property of the Authority

- 3.9.1 All plans, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Service Provider (or by any Third Party) in providing the Consultancy shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Service Provider as per the applicable regulations. The Authority shall take all reasonable care, as it would take of its own information, to not disclose any contents and information of the Service Documents to any Third Parties and shall treat such Service Documents as confidential.
- 3.9.2 The Service Provider shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Service Provider or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 The Service Provider shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Consultancy Documents, or inaccuracy of the Consultancy Documents or due to any breach or failure on part of the Service Provider or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

4 SERVICE PROVIDER/CONSULTANT’S PERSONNEL

4.1 General

The Service Provider shall employ and provide such qualified and experienced personnel as may be required to perform and deliver the Consultancy in a competent manner. At a minimum, it is required for the Service Provider to deploy the people whose CV were presented as part of the Bid submission for the RFP.

5 OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances, permissions, etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the government and various other concerned authorities shall:

- (a) provide the Service Provider with permits and such other documents as may be necessary to enable the Service Provider to provide the Consultancy; and
- (b) issue to officials, agents and representatives of the government and other concerned authorities, all such instructions as may be necessary or appropriate for the prompt and effective delivery of the Consultancy.

5.2 Payment

In consideration of the Consultancy provided by the Service Provider under this Agreement, the Authority shall make to the Service Provider, such payments and in such manner as is provided in the RFP and Clause 6 of this Agreement.

6 BILLING AND PAYMENT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the Cost of Consultancy payable to the Service Provider is set forth in **Annexure III** of the Agreement. Except as may be otherwise agreed under Clause 2.7.5 and subject to the provisions of Clause 6.1.3, the payments under this Agreement shall not exceed the aforesaid amounts.

6.1.2 For the purposes of this Agreement, the agreement value shall be deemed to be equal to the Cost of Consultancy payable in accordance with the provisions of this Agreement (the “**Agreement Value**”). The Parties agree that as specified in the LOA, the Agreement Value is Rs. _____ (Rupees _____) cost inclusive of all taxes except GST.

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.1, if pursuant to the provisions of Clauses 2.7.5, the Parties agree in writing that additional payments shall be made to the Service Provider in order to cover any additional expenditures not envisaged herein, the Agreement Value set forth in Clause 6.1.1 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Mode of billing and payment

Billing and payments in respect of the Consultancy shall be made as follows:

- (a) Within 15 (fifteen) days of receiving a request to this effect, a Mobilisation Advance for an amount up to _____% (_____ per cent) of the Agreement Value shall be paid by the Authority to the Service Provider/Consultant against a Bank Guarantee from a Scheduled Bank in India, substantially in the form at Annexure C of this Agreement, in an amount equal to such advance, such Bank Guarantee to remain effective until the Mobilisation Advance has been fully set off as provided herein. Provided, however, that upon recovery of 50% (fifty per cent) of the Mobilisation Advance, the Service Provider may substitute the said Bank Guarantee by a new Bank Guarantee for an amount equal to 5% (five per cent) of the Agreement Value, such Bank Guarantee to remain effective until the Mobilisation Advance has been fully set off.
- (b) On or after the date on which an amount has become due and payable to the Service Provider in accordance with the provisions of this Agreement, it shall submit, in triplicate, to the Authority or its designated official, an invoice with necessary information. For claiming payment from the Authority, the Service Provider shall:
- (i) certify that the amounts claimed in the invoice are correct and in accordance with the provisions of the Agreement; (ii) provide documents in support of the quality and amount of work carried out, from any service provider appointed by the Authority for supervising the quality of the Consultancy, certifying the providing of Consultancy in accordance with the provisions of this Agreement; and (iii) certify that only those taxes have been claimed, which are reimbursable in accordance with the provisions of this Agreement. The invoice shall also include documentary evidence in support of the aforesaid claims.
- (c) The Service Provider shall be paid the undisputed amounts for its services within the period specified. The Authority shall, within 5 (five) days of receiving an Invoice, notify the Service Provider of the Disputed Amounts, if any, with particulars thereof. The Service Provider shall, within 5 (five) days of receiving such notice, present any information or evidence as may reasonably be required by the Authority for determining that such Disputed Amounts are payable. The Service Provider may also call upon the Authority, after seeking its consent, for resolving the dispute and in the event that the dispute is not resolved amicably, the Dispute Resolution Procedure shall apply.
- (d) The final payment under this Clause shall be made only after the expiry of the term of Consultancy when all claims shall have been submitted by the Service Provider and approved as being satisfactory by the Authority. The Consultancy shall be

deemed completed and finally accepted by the Authority as satisfactory upon expiry of 30 (thirty) days after receipt of the final claim by the Authority unless the Authority, within such 45 (forty five) day period, gives written notice to the Service Provider specifying in detail, the deficiencies in the Consultancy. The Service Provider shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final claim by the Authority.

- (e) All amounts due and payable to the Service Provider under the provisions of this Agreement shall be paid within the period set forth in this Agreement.
- (f) The Service Provider shall be paid the undisputed amounts for its Consultancy within the period specified. The Authority shall, within 15 (fifteen) days of receiving an invoice, notify the Service Provider of disputed amounts, if any, with particulars thereof. The Service Provider shall, within 5 (five) days of receiving such notice, present any information or evidence as may reasonably be required by the Authority for determining that such disputed amounts are payable. The Service Provider may also call upon the Authority, after seeking its consent, for resolving the Dispute and in the event that the Dispute is not resolved amicably, the Dispute resolution procedure as specified in this Agreement shall apply.
- (g) If any amount is payable by either Party to the other Party upon determination of a Dispute under the Dispute resolution procedure, such amount shall be deemed to be payable on the date when it first became due under this Agreement.
- (h) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement, shall be reimbursed by the Service Provider to the Authority within 30 (thirty) days after receipt by the Service Provider of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final claim in accordance with Clause 6.2 (i). Any delay by the Service Provider in reimbursement by the due date shall attract interest at 10% (ten per cent) per annum.
- (i) Any adjustments in the amount claimed in an invoice may be made either in the form of a supplementary invoice or in a subsequent invoice, as the case may be.

7 LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

The Service Provider shall, for the performance of its obligations under this Agreement, provide to the Authority no later than 3 (three) days from the Effective Date, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 10% (ten per cent) of the Cost of Services valid for a period of 90 (ninety) days from the date of expiry of the Agreement in the form set forth in **Annexure C** of this Agreement (the “**Performance Security**”) to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. Until such time the Performance Security is provided by the Service Provider pursuant hereto and the same comes into effect, the Earnest Money Deposit shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Earnest Money Deposit to the Service Provider. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of any further amounts, the Authority may make deductions from any subsequent payments due and payable to the Service Provider hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the Consultancy rendered by the Service Provider and such error or variation is the result of negligence or lack of due diligence on the part of the Service Provider, the damages caused thereby shall be quantified by the Authority in a reasonable manner and recovered from the Service Provider by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay or unsatisfactory work quality

In the event of unsatisfactory quality of work by the Service Provider, the Authority reserves the right to subject the Service Provider to liquidated damages up to 10% (ten percent) of the Agreement Value. For every event of unsatisfactory work as notified by the Authority in writing, liquidated damages up to 1% (one percent) will be levied upon the Service Provider. In case the Authority feels there are severe issues with the maintenance work, the Authority shall have the right to make alternate arrangements for satisfactory carrying out the required works, solely at the risk and cost of the Service

Provider. However, in case of delay due to reasons beyond the control of the Service Provider, suitable extension of time shall be granted, if approved previously in writing by the Authority.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Service Provider in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Service Provider for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the efficiency or reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8 FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not by itself directly give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9 SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference, claim or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the **[insert senior authority representative designation]** of the Authority, and the chief executive of the Service Provider, or a substitute thereof, for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute with the aid of any technical consultants which may have been engaged by the Authority to supervise and ascertain the quality of Consultancy provided by the Service Provider. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution,

New Delhi (the “**Rules**”), or such other rules as may be mutually agreed in writing by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Delhi and the language of arbitration proceedings shall be English.

9.4.2 There shall be a sole arbitrator whose appointment shall be made in accordance with the Rules.

9.4.3 The said sole arbitrator shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Service Provider and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Service Provider and the Authority agree that an Award may be enforced against the Service Provider and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder and the provisions of Clause 9 shall survive the termination or expiration of this Agreement as the case may be.

10 SEVERABILITY AND ENFORCEABILITY

If any term or provision of this Agreement is held by a judicial or other competent authority of competent jurisdiction to be contrary to law or becomes otherwise invalid, illegal or unenforceable in any respect after execution hereof, such provisions shall be severed from this Agreement and the other remaining provisions of this Agreement shall remain in full force and effect. Such invalidity or un-enforceability shall not affect the rights of the Parties with regard to any claim which any Party has for any activities undertaken by either Party, advantage whereof has already been taken/availed of by the other Party.

11 ASSIGNMENT

11.1 Save as provided herein, this Agreement, or any right or obligation or interest accruing to the Authority hereunder may be freely transferred by the Authority, in whole or in part, by way of assignment or novation or in any other form, to any third party, including, but not limited to, any Authority affiliate, subsidiary or associate entity, provided that the Service Provider is duly informed of the same.

11.2 Save as provided herein, this Agreement, or any right or obligation or interest hereunder accruing to the Service Provider cannot be transferred or assigned in any form to any other entity by the Service Provider without the prior written consent of the Authority.

12 NON-WAIVER

Any waiver or consent from the Authority, if any granted, shall be in writing only and no implied waiver and / or consent shall be presumed for any purpose(s) of this Agreement and/or work order(s) in relation thereto. No waiver by the Authority, if any granted, of any breach, default or violation of any term, warranty, representation, covenant, condition or provision of this Agreement shall constitute a waiver by the Authority of any subsequent breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision. Further, failure by the Authority to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision in this Agreement.

13 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute 1 (one) instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Authority

Mr. Kushal Das
General Secretary

All India Football Federation

Ms. Roma Khanna

Tournament Director

LOC, FIFA U-17 Women's World Cup India 2020

SIGNED, SEALED AND DELIVERED

For and on behalf of Service Provider

(insert name)

(insert designation)

(insert service provider/consultant name)

(insert address)

ANNEXURE - I

LETTER OF AWARD

ANNEXURE - II

SCOPE OF WORK FOR SERVICE PROVIDER

ANNEXURE III
COST OF CONSULTANCY