



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

Bid reference No.: LOC/FIFAU17WWC2020/RFE/18-12-2019/004

**INVITATION OF BIDS FOR EMPANELMENT OF EVENT MANAGEMENT AGENCIES
TO CONCEPTUALISE, PLAN, DESIGN AND ORGANISE EVENTS FOR THE FIFA U-17
WOMEN'S WORLD CUP INDIA 2020**

The Local Organising Committee for the FIFA U-17 Women's World Cup India 2020 invites bid for end to end event management services leading up to the tournament.

Critical Date Sheet

1	Name of the Bid	Empanelment of Event Management Agencies
2	Time-period of contract	365 Days
3	Method of selection	Empanelment
4	Ernest Money Deposit (EMD)	Refundable amount of INR 5,00,000 deposited through bank draft to All India Football federation
5	Financial Bid to be submitted together with Technical Bid	No
6	Name of the Authority's official for addressing queries and clarifications	tenders@india2020wwc.com
7	Proposal Validity Period	180 days from Proposal Due Date
8	Proposal Language	English
9	Proposal Currency	INR
11	Schedule of Bidding Process	

	Task	Key Dates
	Bid upload date/time	20/12/2019, 1700hrs (IST)
	Last date of receiving queries	26/12/2019, 1700hrs (IST)
	Response to queries	30/12/2019, 1700hrs (IST)
	Date and time for submission or Proposal Due Date (PDD)	06/01/2020,1400 (IST)
	Opening of Bids for Evaluation Criteria	07/01/2020, 1200hrs (IST)
	Technical presentation	09/01/2020
	Issuance of Letter of Empanelment(LOE)	To be communicated
	Signing of Agreement	To be communicated
12	Consortium to be allowed	No

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 EMPANELMENT DOCUMENT.....	6
5. OVERVIEW OF SELECTION PROCESS.....	6
6. INSTRUCTIONS TO THE BIDDERS	7
7. SCOPE OF WORK	8
8. PROJECT CONSIDERATIONS.....	10
9. BID EVALUATION	10
10. EARNEST MONEY DEPOSIT	13
11. QUERIES FROM BIDDERS	13
12. AWARD OF WORK.....	13
13. TERMS OF PAYMENT.....	14
14. VALIDTY AND MODIFICATION OF PROPOSAL.....	14
15. CORRECTION OF ERROR	15
16. PERFORMANCE SECURITY	15
17. TERMS & CONDITIONS.....	15
18. FORCE MAJEURE	16
19. FRAUDAND CORRUPT PRACTICES.....	17
20. MISCELLANEOUS	18
ANNEXURE A – DOCUMENT SUBMISSION CHECKLIST.....	20
ANNEXURE B – BANK GURANTEE FORMAT	21
ANNEXURE C – DRAFT OF AGREEMENT.....	23

DISCLAIMER

1. This Request for Empanelment (“**RFE**”) is being published to enable interested applicants (“**Bidders**”) to participate in the Selection Process of service providers who are competent and eligible for end-to-end event management services for the FIFA U-17 Women’s World Cup India 2020 (“**Tournament**”).
2. The information contained in this RFE or subsequently provided to Bidders, in writing by or on behalf of the LOC for the Tournament (“**Authority**”) or any of its employees, consultants or advisers, is provided to Bidders on the terms and conditions set out in this RFE and such other terms and conditions subject to which such information is or may be provided.
3. This RFE is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders. The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation of their Proposals (“**Bid**”) pursuant to this RFE. This RFE 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 RFE 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 RFE. The assumptions, assessments, statements and information contained in this RFE, 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 RFE and obtain independent advice from appropriate sources.
4. Information provided in this RFE to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. The Authority makes no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFE or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFE and any assessment, assumption, statement or information contained therein or deemed to form part of this RFE 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 RFE.
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 RFE.
8. The issue of this RFE 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 or 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 provided as part of this RFE will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of AIFF or 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's youth football championship contested by top 16 U-17 national teams of the member associations of FIFA. The tournament will be hosted by India and will comprise of 32 matches to be potentially hosted at 5 Host Cities. This will be the first FIFA tournament for women hosted by the country.

3. AVAILABILITY OF REQUEST FOR PROPOSAL DOCUMENT

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

<https://www.the-aiff.com/documents>

4. OVERVIEW OF REQUEST FOR EMPANELMENT 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 event management leading up to the tournament as specified in detail in Section 6 of this RFE ("**Scope of Work**"). Through this RFE, the Authority wishes to initiate the Selection Process for suitable service providers registered in India who are competent and eligible for providing the services as per the eligibility criteria mentioned in this RFE 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 Bidders would be required to undertake the required works, in accordance with the agreement to be entered separately between the Authority and the empanelled agencies (the "**Agreement**") substantially in Annexure C of this RFE.

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. The evaluation of the bids will be done by the technical committee of the Authority.

5.1.1 Stage 1: Evaluation of the Eligibility Criteria

5.1.2 Stage 2: Technical Bid Opening – Presentations

5.2 In the first stage, the credentials of Bidders would be evaluated to assess their compliance to the eligibility criteria specified in Section 9.2 ("**Eligibility Criteria**"). The committee will determine the eligibility of the Bidders and based on this evaluation, a list of short-listed Bidders shall be prepared who will qualify for the technical evaluation.

- 5.3 In the second stage, a technical evaluation will be carried out by the committee as per criteria mentioned in section 9.3 of this RFP to determine the technical scores from the eligible Bidders. Only the bidders selected from the technical evaluation will be considered for the empanelment.
- 5.4 The Bidders, if they wish to, can attend the evaluation of the Eligibility Criteria. In case they are attending, they need to notify the Authority about the same 24 Hours in advance. In case of any change in timings or date of the bid opening the authority shall inform all bidders via email
- 5.5 Only the shortlisted bidder from the evaluation of the eligibility criteria will be required to present their technical presentations. Due to paucity of time, it is advisable that only 2 people from the agency come to present the technical proposal. The agencies should strictly ensure to adhere to the time allocated to them for making the presentations.

6. INSTRUCTIONS TO THE BIDDERS

- 6.1 Interested Bidder(s) are advised and encouraged to study this RFE document carefully and inform themselves fully about the assignment and relevant local conditions and factors before submitting their Proposals in response to the RFE. Submission of a Proposal in response to this RFE document shall be deemed to have been made after careful study and examination of this document with full understanding of its terms, conditions and implications. Proposals must be made strictly in accordance with the terms and conditions specified in this RFE.
- 6.2 Any subsequent corrigenda/clarifications/modifications pertaining to the RFE, 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 any claims against the Authority.
- 6.4 The LOC, in its mission to host the FIFA U-17 Women's World Cup in India, requires the services of an event management company to conceptualize, plan, design and organize events leading up to the tournament as mentioned in the Scope of Work 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 hardcopy, sealed in an envelope. The document for eligibility criteria evaluation and technical evaluation should be submitted in different envelopes and sealed separately.
- 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.
- 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 initialed by the Authorised Representative of the Bidder as per the terms of the RFE.
- 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 EMPANELMENT OF EVENT MANAGEMENT AGENCIES FOR THE 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 (*including any earnest money*) 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 ‘**Eligibility Criteria Evaluation**’ and the other clearly marked ‘**Technical Proposal**’. The eligibility criteria envelope should also contain the Earnest Money Deposit or Bid Security as specified in Section 10 of this RFE. The Technical Proposal envelope should be clearly labelled as “**technical proposal**”. The “**Technical Proposal**” of only the Bidder(s) who duly satisfy the eligibility criteria requirements will be opened.
- 6.12 The proposal should also contain the Earnest Money Deposit or Bid Security as specified in Section 13 of this RFE. All the documents should be duly stamped and signed by the Authorised Representative of the respective Bidder(s).
- 6.13 The sealed envelope containing the Bids must be received in the office of the Authority situated at Football House, Sector 19, Phase 1, Dwarka, New Delhi 110075 before 7th January, 2020, IST 12.00 Hrs. Envelopes/documents received after the stated time and date will be rejected and returned unopened. Proposals submitted by fax, telex, telegram or e-mail, for bidding, shall not be entertained.
- 6.14 The Bid should be unconditional. In case of any condition, the Bid shall be treated as non-responsive and may be disqualified.
- 6.15 The Bid should be accompanied by all the requisite supporting documents as mentioned in the Annexure A, else it may be rejected.
- 6.16 The Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Bidder.

7. SCOPE OF WORK

- 7.1 To organise various small, medium and large scale events that the Authority is seeking to organise in the build-up to the Tournament. Based on existing plan, major events to be organised are mentioned below:
- Football for all- a football carnival (across all host cities)
 - Women’s day celebration
 - Official Mascot Launch
 - Legends match
 - Official Draw
 - Ticketing launch
 - Trophy Tour
 - Football on Move – a trailer to move in and around host cities to create awareness about the tournament
 - Activation for all host cities (if applicable)
 - Slogan launch
 - An event around rakhi
 - Press conferences across all host cities (Media room set up)

The above list is non-exhaustive and indicative only. The Authority has the right to issue a separate RFP, if they feel the need to, for any specialised or specific event that requires professional/ specialised attention and is not bound to select from the empanelled agencies

- 7.2 Serve as an Empanelled Event Management Agency for the upcoming FIFA U17 Women's World Cup India 2020 for executing multiple events as specified in Clause 7.1.
- 7.3 Based on the inputs received from the Authority and its allied stakeholders, preparation and presentation of detailed event plans on the detailed categories of events as specified in Clause 7.1. Plans to include event concept, event layout, event theme development, quality of visual appeal etc.
- 7.4 Designing of venue site plans, presentation and execution of the same post approval of the Authority and its appointed authorised representatives.
- 7.5 Conceptualisation and provision of Venue Décor and Branding plans, presentation of the concepts, designs and themes and post approval, execution of the same for every event Authority may organise during the contract period.
- 7.6 Design and printing of event specific folders/brochures/envelopes/stationary post approvals from the Authority or its authorised representative.
- 7.7 Design and printing of event specific branding material on flex/vinyl, post approval from the Authority or its authorised representative.
- 7.8 Provision of DG sets for adequate power supply at the event venues, inclusive of their operating licences and safety certificates, fuelling and required technical operators.
- 7.9 Provision of event photography and videography services including post editing for the events along with the deployment of the required professional workforce and compilation of photographs and video reports of the event.
- 7.10 Diesel generator sets, LED boards, plasma screens, electrical works etc.
- 7.11 Provision of electrical works, temporary lighting works and Air conditioning units with the required wiring and cabling along with the procurement of safety certificate and NOC's from the concerned regulatory authorities.
- 7.12 Designing and printing of offset and digital branding material and event collaterals as per the specifications.
- 7.13 Scoping and provision of Male and Female ushers as per the requirement of event organised in contracted year. The Ushers should be trained with adequate experience in events. The agency shall bear the cost of the Ushers logistics, food & beverage arrangements, accommodation, travel including local travel, event uniforms etc. The uniform designs shall be approved by the Authority or the authorised representatives of the Authority.
- 7.14 Scoping and Provision of service staff for Housekeeping, Cleaning and waste management for the events in discussion. Their responsibilities shall be (but not limited to) –cleaning and waste management services for the venue and maintenance of all chemical toilets and VVIP toilets deployed for the event. Procurement and supply of the required consumables shall be undertaken by the Agency post deliberation with the Authority or its authorised representatives and shall be billed by the agency to the Authority post verifications of equipment and material procured. The Housekeeping staff should be trained with adequate experience. The agency shall bear the cost of their logistics, food & beverage arrangements, accommodation, travel including local travel, their uniforms etc.
- 7.15 Provision of safety and security services at site as per the requirement

7.16 Provision of Health/ safety measures, along with provision of ambulance and medical services on site.

8. PROJECT CONSIDERATIONS

8.1 The Authority shall nominate a point of contact from its management team or a team to liaise and coordinate with the agency in regards to planning, organisation and execution of the events in discussion.

8.2 The Agency shall prepare a work plan and submit it to the authority and its appointed representatives for review and deliberation, detailing the timelines of designing of event theme, mobilisation of material, installation and de commissioning schedule for the event.

8.3 All Equipment and material being installed by the empanelled agency as per the requirement of the events, shall be of superior quality, and in excellent working condition with the required technical workforce and qualified personnel to certify the works that are being executed. The technical workforce shall be present during the commissioning and setup stage till the time of effective closure of the event. Details of the technical workforce shall be shared in writing with the Authority 7 days prior to the commencement of the event in discussion.

8.4 The event venue shall be made operational with all the agreed items and components 2 days prior to the commencement of the event for readiness and testing.

8.5 The Agency shall be responsible for obtaining all the necessary licenses, permissions and NOC's relating to the organisation and conduct of the events and shall share copies of the permissions, licences and NOC's to the Authority and its appointed authorised representatives. All associated costs to be borne by the Agency. Any default in non-compliance of procurement of the required licences from the concerned regulatory authority shall be the responsibility of the Agency. The Authority shall be indemnified against any such acts of non-compliance.

8.6 The Agency shall digitally document the event preparation and setup process and document the proceedings of the event in a template/format which shall be shared by the Authority or a representative of the Authority. A minimum number of 100 high quality photographs per event shall be captured and submitted to the authority digitally via pen drive or hard drive detailing all the aspects of the events in discussion no later than 7 days post the completion of each event in discussion. The agency shall ensure the complete confidentiality of the digital material and that there is no unauthorised distribution of the audio/visual documentation. Any use of the digital content by the agency for its publication shall be requested by the agency to the Authority in writing.

8.7 The Agency shall consider all environmental compliance requirements prior to the commencement of the fabrication works of all post closure of the event in discussion. The Agency shall be responsible for the removal and disposal of all waste material produced. The identified venue shall be retro fitted in the same way that it had been provided to the agency. The authority shall not be liable for any non-compliance on this act.

8.8 The agency shall bear in mind cost of travel, boarding and lodging for its staff, and the same needs to be undertaken by the agency itself.

9. BID EVALUATION

9.1 In order to empanel agencies, the Authority will constitute a Technical Committee to evaluate the proposals submitted. The process for empanelment is as given below.

9.2 Eligibility Criteria

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet all the Eligibility criteria set out in this Clause to be eligible for evaluation.

S.No	Eligibility Conditions	Documentary proof to be submitted
1	The Bidder must be registered under the Companies Act, 1956/Partnership firm registered under the Partnership Act 1932 or Proprietorship firm or LLP under Limited Liability Partnership act of 2008.	LLP/Proprietorship/Partnership/Company registration certificate. GST Certificate and Pan Card
2	The Bidder must have a minimum average annual turnover of INR 10.00 Crores over the past three financial years. C.A Certificate of this effect and audited balance sheets/profit and loss accounts/Annual reports of the past three financial years should be enclosed.	Audited Financial statements – CA certificate for turnover , Balance Sheets, Profit and Loss Accounts, Annual Reports The list of Board of Directors also should be provided.
3	The Bidder should have a minimum 5 years of work experience in event organization, planning, management and execution including executed projects in the sports sector All relevant proof such as work orders etc. should be enclosed	Work Orders/completion certificate from clients
4	The Bidder must have provided event management services in the past 5 years for at least 3 large scale event with sports organisations, state or central level government departments/PSU's/ Trade Organization's like CII/SIAM of order value of minimum 1 Cr. Copy of work order should be enclosed for this effect At least one of the three work executed should include in the area of sporting events	Work Orders/completion certificate from clients.
5	The Bidder should not have been blacklisted by any State or Central Government in India. An undertaking signed by the authorized signatory must be submitted by the bidder which must also be duly attested by a Notary public.	Attested Undertaking by Notary
6	The Bidder should present its GSTN certificate department and should carry a valid PAN Number form the Income Tax Department.	Copy of Pan Card and GSTN Certificate
7	The Bidder does not have any direct/indirect holding in any of the other bidding company. There should be no cross ownership between any Bidders.	Attach self-certification /undertaking on company letterhead duly signed and stamped by the competent authority of the Bidder.

9.3 The selection of the agencies will be based on the evaluation of the technical bids by the Technical Evaluation Committee. Mentioned below are the criteria for the technical evaluation. Each of the item type has been allocated a particular mark, based on which the final technical score will be calculated.

<i>S.No</i>	<i>Criteria</i>	<i>Marks</i>	<i>Documents to be submitted</i>
<i>A</i>	Average annual turnover of past three years a. INR \geq 10 and <15 Crores– 10 Marks b. INR \geq 15 and <20 Crores – 15 Marks c. INR 20 Crores and Above – 20 Marks	20	Audited financial statements – Balance Sheets, Profit and Loss Accounts, Annual Reports, CA certificate
<i>B</i>	Work Experience in event organization, planning and management. a. \geq 5 and <8 Years – 10 Marks b. \geq 8 and <10 years – 15 Marks c. 10 years and above – 20 Marks	20	Work Orders/completion certificate from clients.
<i>C</i>	The Bidder must have provided event management services in the past 5 years for at least 3 large scale event with sports organisations, state or central level government departments/PSU's/ Trade Organization's like CII/SIAM of order value of minimum 1 Cr. Copy of work order should be enclosed for this effect At least one of the three work executed should include in the area of sporting events a. \geq 3 and < 5 Events– 10 Marks a. \geq 5 and < 8 Events – 15 Marks b. 8 or more events – 20 Marks		Form 4 and Work Orders/completion certificate from clients.
<i>D</i>	20 Minutes Technical Presentation by bidder which shall include Understanding of the Authority's requirement, proposed solution, relevant experience and proposed plan to execute events. Evaluation will be based on the under mentioned criteria's: a. 10 minutes presentation on BTL activation/event undertaken in sports industry, in the last 5 years (any one project) with international federations/national leagues. -10 marks b. 10 minutes presentation on concept and event execution plan around International women's day. – 30 marks - 15 marks for concept - 10 marks for execution plan - 5 marks for Digital campaign strategy on the concept	40	Hard and Soft Copies of the presentation on a USB Pen Drive.

	Total	100	
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9.4 The qualifying score will be 70 marks of 100 of any or more categories. Bidders who qualify in the technical evaluation will be ranked on the basis of merit and will be selected for empanelment.

9.5 Supporting documents for bid evaluation shall also be verified during presentation. The bidders are advised to make their presentations strictly according to the evaluation criteria based on the credentials submitted above.

9.6 The Authority aims to empanel 6 agencies. Agencies shortlisted for empanelment will be required to sign an agreement with the Authority, accepting the terms and conditions laid by the Authority. After signing of the agreement, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

10. EARNEST MONEY DEPOSIT

10.1. Along with its eligibility criteria bid submission, the Bidder must deposit a demand draft of amount INR 5, 00, 000 (Rupees Five Lacs) only as Earnest Money Deposit (“EMD”).

10.2. 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 RFE.
- 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 Selected Bidder, 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.

11. QUERIES FROM BIDDERS

The Bidders may request clarifications about this RFE document, only in writing, by sending an email to tenders@india2020wwc.com. The subject line for the email should specify “QUERY REGARDING RFE EMPANELMENT OF THE EVENT MANAGEMENT AGENCIES” No query received after 26th December, 2019 will be entertained or responded to by the Authority. Only queries sent via an e-mail to the address mentioned above will be entertained.

12. AWARD OF WORK

12.1. The empanelment shall be for a period of one year from the date of accepting the terms and conditions by the empanelled agencies. For allocation of work, Authority will give a brief to the agencies and invite Concept/technical proposals/presentations from the empanelled agencies for specific assignments. The authority reserves the right to award the work to any of the empanelled agencies based on the merit of their Concept/technical proposals/presentations and financial quote for a particular work.

12.2. The selection of the agency for awarding the work will be made through the QCBS method of evaluation. According to this method, bids will be evaluated by giving different weights to the technical and financial proposals submitted by the empanelled agencies.

- 12.3. The offers submitted by the empanelled agencies will be evaluated in the ratio of 70:30. 70% weightage will be given to the Concept//technical proposals/presentations and the remaining 30% to the financial quotes. The highest ranked Bidder based on the cumulative technical and financial evaluation ranking shall be selected.
- 12.4. The Authority will not be liable to make any payments or amount on account of conceptualization/designing/artwork etc. for the concept notes/ technical proposals/presentations prepared by the agency but not selected. The agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.
- 12.5. In case, when the time period is too short to get the concept notes/ technical proposals/presentations prepared from all the empanelled agencies or any other exigencies, the work may be awarded to any of the empanelled agencies which the Authority deems fit to meet the deadline.

13. TERMS OF PAYMENT

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

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

- 13.2. 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 payment will be released within 15 days of receipt of the invoice.
- 13.3. 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.
- 13.4. 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.

14. VALIDTY AND MODIFICATION OF PROPOSAL

- 14.1. The Bids shall be valid for a period of 180 days 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Section 5: Instruction to the Bidders, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

15. CORRECTION OF ERROR

- 15.1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the Bid Due Date has passed.
- 15.2. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the Bid, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall Bid price to rise, in which case the Bid price shall govern.

16. PERFORMANCE SECURITY

- 16.1. Once empanelled, the Selected Bidder(s) will be required to submit performance security amounting to 10% of the total work order value for the specific project/ work order. The performance security should be provided on every individual work order which will be issued by the Authority. The performance security will be in the form of a Bank Guarantee (BG) of any nationalised/Scheduled/Central Bank drawn in the name of “All India Football Federation” payable at New Delhi. The performance security will be submitted as per the format provided in Annexure B. The performance guarantee should be valid for 180 days after completion of the final event as per the Scope of Work. All incidental charges whatsoever such as premium, commission, etc. with respect to the Performance security shall be borne by the Bidder.
- 16.2. Failure to comply with the requirements of Scope of Work specified in this RFE, as per the judgment of the Authority, shall constitute sufficient grounds for the forfeiture of the Performance Security.
- 16.3. The “Performance Security” shall be released after the satisfactory completion of the contract in all respects and provided further that there is no breach of the contract on the part of the Bidder.
- 16.4. No interest or cost will be paid on the Performance Security by the Authority.

17. TERMS & CONDITIONS

- 17.1. It should be noted that entities which are controlled or owned, fully or in part, by the same individual or entity may not submit separate bids under this RFE, either as separate Bidders or as part of the same consortium.
- 17.2. The selected Bidder(s) shall ensure the end to end management of the events leading up to the Tournament for which they have been selected, in accordance with the provisions of this RFE and the Agreement.
- 17.3. 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 RFE, 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.
- 17.4. The Bidder(s) shall not have a Conflict of Interest that may affect the Selection Processor the award of Services Agreement hereunder. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD as mutually agreed, as genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. For the purposes of this RFE, Conflict of Interest may refer to any situation where a person could improperly influence the performance of duties and responsibilities of the Authority and/or the Selected Bidder(s) by itself or through any other person, or result in a breach of public trust, or be calculated to further the private or commercial interest of any person or organisation.

- 17.5. 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.
- 17.6. The Authority may, in its sole discretion, extend the Bid Due Date at any point of time.
- 17.7. The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFE. 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.
- 17.8. The Bidders shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Bidder as per the terms of the RFE.
- 17.9. 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.
- 17.10. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- 17.11. 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.
- 17.12. During a Dispute, each party must continue to perform its obligations under this Agreement. In case a dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 72 hours after receipt. If that party fails to respond within 72 hours, or the dispute cannot be amicably settled within 15 days following the response of that party the matter will go into arbitration. However, in all cases both the Authority as well as the SelectedBidder(s) will under all circumstances look for an amicable settlement for disputes.
- 17.13. The SelectedBidder shall not at any time use All India Football Federation or FIFA trademark(s) or trade name(s) in any advertising or publicity. If the Selected Bidder is found violating this norm it will be considered an IP right violation.
- 17.14. The SelectedBidder(s) will be responsible for welfare of its deployed staff and ensuring that all the equipment's being used are in perfect working conditions. The Authority will not be responsible for any of them.

18. FORCE MAJEURE

- 18.1. 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.

- 18.2. 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.
- 18.3. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
- 18.4. 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.
- 18.5. 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.
- 18.6. 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.
- 18.7. 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.
- 18.8. In the case of dispute in agreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled preconditions mentioned in this document.

19. FRAUD AND CORRUPT PRACTICES

- 19.1. 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 LOE 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 LOE 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 LOE 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.

19.2. 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 **RFE**, 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 **RFE**, including consideration and evaluation of such Bidder’s proposal.

19.3. 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 LOE 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 LOE 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 RFE 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.

20. MISCELLANEOUS

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

20.2. 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.

20.3. 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.

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

ANNEXURE A – DOCUMENT SUBMISSION CHECKLIST

S No	Documentary proof to be submitted	Document Provided	Yes/No	Page No
1	LLP/Proprietorship/Partnership/Company registration certificate. GST Certificate and Pan Card			
2	Audited Financial statements – CA certificate for turnover , Balance Sheets, Profit and Loss Accounts, Annual Reports			
3	Work Orders/completion certificate from clients			
4	Work Orders/completion certificate from clients.			
5	Attested Undertaking by Notary			
6	Copy of Pan Card and GSTN Certificate			
7	Attach self-certification /undertaking on company letterhead duly signed and stamped by the competent authority of the Bidder.			

ANNEXURE B – BANK GURANTEE FORMAT

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 event management 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 C – DRAFT OF AGREEMENT

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

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**” shall mean the end to end event management leading up to the tournament and its authorised representatives.

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

WHEREAS:

- (A) The Authority vide its Request for Empanelment document (“**RFE**”) dated 20th December, 2010 invited proposals for end to end event management services for FIFA U-17 Women’s World Cup India 2020 (“**Agency Services**”) at the specified venues in detail in the RFE.
- (B) The Service Provider 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 Agency Services to the Authority on the terms and conditions as set forth in the RFE and this Agreement;
- (C) The Authority, after the opening of all bids, accepted the proposal of the Service Provider, and issued a Letter of Empanelment dated (insert date)(the “**LOE**”) (Attached as **Annexure I**); and
- (D) In pursuance of the LOE, 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 RFE;

- (h) “**Cost of Services**” shall mean and include the total amount payable to the Service Provider for providing Services as detailed in this Agreement and in the RFE, including all taxes due and payable in accordance with the RFE;
- (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) “**RFE**” means the Request for Empanelment document dated 20th December, 2019 in response to which the Service Provider’s proposal for providing Agency Services Services was accepted;
- (n) “**Agency Services**” means end to end event management services leading up to the FIFA U-17 Women’s World Cup India 2020
- (o) “**Service Provider 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.

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

- 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) RFE; and
 - (d) Letter of Empanelment.

1.2 Relation between the Parties

The Service Provider acknowledges that it is acting as an independent agency 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 Agency Services and shall be fully responsible to the Authority for the Services 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 Services 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 Services and shall be fully responsible to the Authority for the Services 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 Services in accordance with the provisions of the Agreement; and

- (b) The Authority shall make payments to the Service Provider in accordance with the provisions of the Agreement.

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 New 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'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 Services shall be provided at the venues as **communicated**, by the Authority, in accordance with the provisions of RFE 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). The Service Provider may designate 1(one) of its employees as the “**Service Provider’s Representative**”. Unless otherwise notified, the Service Provider’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 Services 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 Services

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

2.3 Termination of Agreement for failure to commence Services

If the Service Provider does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Service Provider, terminate this Agreement with immediate effect. In the event of such termination, the Authority shall not be required to pay any amounts under this Agreement to the Service Provider

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 Services by the Service Provider or expiry of the term, as specified in the RFE. Upon termination, the Authority shall make payments of all undisputed amounts accrued in favour of the Service Provider under this Agreement.

2.5 Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the arrangement 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 RFE 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 RFE shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, 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 minimum 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

The 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 Services 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 Services and in reactivating the provision of Services 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 Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken under the circumstances including termination of the Agreement.

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 Services; 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 upto 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, 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 a result of Force Majeure, the Service Provider is unable to provide the Services continuously for a period of 15 (fifteen) days or more;
- (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, 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; or
- (c) 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's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as far as it relates to the Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or under Applicable Law.

2.9.4 Cessation of Services

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 receipt of such notice by the Service Provider or the Authority (*as the case maybe*), take all necessary steps to stop the Services 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 per the terms provided in 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 undisputed amounts, pursuant to Clause 6 hereof for Services which has been satisfactorily performed prior to the date of termination. Such payment shall be made after setting off any amount that may be due from the Service Provider to the Authority under this Agreement.

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

3.1 Terms and conditions of Services

3.1.1 Standards of Performance

The Service Provider shall provide the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted international techniques and best practices. The Service Provider shall provide the Services as per the specifications in the RFE and otherwise as specified by the Authority, 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 Services, as a faithful provider of Services 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 Services 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 Services

The terms and conditions of providing Services 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 Services 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 Services 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 RFE 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's sole entitlement in connection with this Agreement or the Services 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 Services 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, 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 Services 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 Services;
- (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 3.2.5 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 All India Football Federation, Sports Authority of India as well as the Government of India that the Service Provider not be allowed to participate in any tender or RFE 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 Services 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, on a need to know basis; 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.

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

- 3.4.1 The Service Provider'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 loss or damage accrued or likely to accrue due to deficiency in Services

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 Services, 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 Services.

3.5 Insurance to be availed by the Service Provider

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 Services 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'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 Services, it being understood that the Service Provider shall remain fully liable for the performance of the Services 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 to be property of the Authority

3.9.1 All plans, reports and other documents (collectively referred to as "Services Documents") prepared by the Service Provider (or by any Third Party) in providing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Services 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 Services Documents to the Authority, together with a detailed inventory thereof. The Service Provider or a Third Party shall not use these Services 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 Services Documents, or inaccuracy of the Services 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'S PERSONNEL

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

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 Services; 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 Services.

5.2 Payment

In consideration of the Services 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 RFE and Clause 6 of this Agreement.

6 BILLING AND PAYMENT

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

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

6.2 Mode of billing and payment

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

- (a) Within 15 (fifteen) days of receiving a request to this effect, an Advance for an amount up to ____% (____ per cent) of the Agreement Value shall be paid by the Authority to the Service Provider secured against a Bank Guarantee issued by a Scheduled Bank in India. Such bank guarantee shall be substantially in the form provided at Annexure III to this Agreement, and of an amount equal to such Advance. The Bank Guarantee shall

remain effective until the Advance has been fully set off as provided herein. Provided, however, that upon recovery of 50% (fifty per cent) of the 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 shall remain effective until the 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 duplicate, 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 Services, certifying the providing of Services 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 15 (fifteen) 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 Services when all claims shall have been submitted by the Service Provider and are approved as being satisfactory by the Authority. The Services 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 45 (forty five) days of the receipt of the final claim, gives written notice to the Service Provider specifying in detail, the deficiencies in the Services. 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) 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.
- (g) 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 of the 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.
- (h) 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.

7.1 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 III** 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 Services 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 Dispute resolution

9.1.1 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.

9.1.2 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.

9.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Tournament Director 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 Services 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 9.1.1 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 9.3.

9.3 Arbitration

9.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.2, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.3.2. 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.

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

9.3.3 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.

9.3.4 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.

9.3.5 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 EMPANELMENT

ANNEXURE - II

SCOPE OF WORK FOR SERVICE PROVIDER

**ANNEXURE III
FORM OF BANK GUARANTEE**

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 event management 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.

9. 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.
10. 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).
11. 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.
12. 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.

13. 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.
14. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s).
15. 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.
16. 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.