



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

Bid reference No.: LOC/FIFAU17WWC2020/RFP/15-01-2020/005

**INVITATION OF BIDS FOR ENGAGEMENT OF EVENT MANAGEMENT AGENCIES TO  
CONCEPTUALISE, PLAN, DESIGN AND ORGANISE EVENT- *FOOTBALL FOR ALL* &  
WOMEN'S DAY FOR THE FIFA U-17 WOMEN'S WORLD CUP INDIA 2020**

1. The Local Organising Committee (LOC) for the FIFA U-17 Women's World Cup India 2020 invites bid for end to end event management services for its Football for all programme.

**Critical Date Sheet**

1	Name of the Bid	Engagement of Event Management Agencies- Football for All Carnivals
2	Time-period of contract	365 Days
3	Method of selection	QCBS
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	Yes
6	Name of the Authority's official for addressing queries and clarifications	<a href="mailto:tenders@india2020wwc.com">tenders@india2020wwc.com</a>
7	Proposal Validity Period	180 days from Proposal Due Date
8	Proposal Language	English
9	Proposal Currency	INR
11	<b>Schedule of Bidding Process</b>	
	<b>Task</b>	<b>Key Dates</b>

	Bid upload date/time	15/01/2020, 1500hrs (IST)
	Last date of receiving queries	20/01/2020, 1700hrs (IST)
	Last date of Response to queries	21/01/2020, 1700hrs (IST)
	Date and time for submission or Proposal Due Date (PDD)	27/01/2020,1200hrs(IST)
	Opening of Technical Bids for Evaluation Criteria	27/01/2020, 1500hrs (IST)
	Technical Presentation	28/01/2020 (time to be confirmed)
	Opening of Financial Bid	To be communicated
	Issuance of Letter of Award (LOA)	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

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## DISCLAIMER

1. This Request for Proposal (“**RFP**”) 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 Football for All Carnivals for the LOC of the FIFA U-17 Women’s World Cup India 2020 (“**Tournament**”).
2. The information contained in this RFP 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 RFP and such other terms and conditions subject to which such information is or may be provided.
3. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals (“**Bid**”) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or consultants or advisers to consider the objectives, expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. The Authority makes no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
6. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.
7. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
8. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the Services and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the

same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

10. It shall not be assumed by any prospective Bidders that there shall be no deviation or change in any of the information mentioned herein pertaining to the 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 RFP 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 held at multiple Host Cities. This will be the first FIFA tournament for women hosted by the country.

## 3. **AVAILABILITY OF REQUEST FOR PROPOSAL DOCUMENT**

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

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

## 4. **OVERVIEW OF REQUEST FOR PROPOSAL DOCUMENT**

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

4.2 The FIFA U-17 Women's World Cup is envisaged to have a lasting influence on Indian football, helping in the 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 for Football for All Events leading up to the tournament as specified in detail in Section 6 of this RFP ("**Scope of Work**"). Through this RFP, the Authority wishes to initiate the Selection Process for suitable service providers registered in India who are competent and eligible for providing the services as per the eligibility criteria mentioned in this RFP document.

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

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

## 5. **OVERVIEW OF SELECTION PROCESS**

5.1 The Authority has adopted a 2 (two) stage selection process (collectively the "**Selection Process**") for evaluating the Proposals. The evaluation of the bids will be done by the Technical and Financial Evaluation committees of the Authority.

5.1.1 Stage 1: Technical Evaluation

5.1.2 Stage 2: Financial Evaluation

5.2 In the first stage of Technical Evaluation, first the credentials of Bidders would be evaluated to assess their compliance to the eligibility criteria specified in Section 9.2 ("**Eligibility Criteria**"). Only the shortlisted bidder/bidders from the evaluation of the eligibility criteria will be required to present their technical presentations. Any Bidder that passes the benchmark score is declared as technically qualified and their financial bids shall be opened. The rest would be considered technically non-qualified and would not participate in the process

5.3 In the second stage, a Financial Evaluation (QCBS) will be carried out by the committee as per criteria mentioned in section 9.3 of this RFP to determine the Successful Bidder from the eligible Bidders.

- 5.4 The Bidders, if they wish to, can attend the Technical Evaluation Process. 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/bidders 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 RFP document carefully and inform themselves fully about the assignment and relevant local conditions and factors before submitting their Proposals in response to the RFP. Submission of a Proposal in response to this RFP document shall be deemed to have been made after careful study and examination of this document with full understanding of its terms, conditions and implications. Proposals must be made strictly in accordance with the terms and conditions specified in this RFP.
- 6.2 Any subsequent corrigenda/clarifications/modifications pertaining to the RFP, if required, will be made available on the following link/website:  
<https://www.the-aiff.com/documents>
- 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 Football for all carnival 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 Technical Evaluation criteria (Technical Proposal) and Financial Proposal 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 RFP.
- 6.9 Bids should be delivered in a plain sealed envelope, bearing the full name, postal address, telephone no., fax no. and e-mail address of the Bidder. Additionally, it shall bear on top, the following:

**“CONFIDENTIAL BID PROPOSAL FOR ENGAGEMENT OF EVENT MANAGEMENT AGENCIES – FOOTBALL FOR ALL -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 ‘**Technical Proposal**’ and the other clearly marked ‘**Financial Proposal**’. The Technical Proposal should also contain the Earnest Money Deposit or Bid Security as specified in Section 9 of this RFP. The Financial Proposal envelope should be clearly labelled as “**Financial proposal**”. The “**Financial Proposal**” of only the Bidder(s) who duly satisfy the Technical Evaluation requirements will be opened. All the documents should be duly stamped and signed by the Authorised Representative of the respective Bidder(s).
- 6.12 The proposal should also contain the Earnest Money Deposit or Bid Security as specified in Section 13 of this RFP. 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, 61, Level 4 Arjun Nagar Kotla Mubarakpur New Delhi 110003 before 27<sup>th</sup> January, 2020, IST 1200 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 only in the prescribed format as provided in Annexure A. It should also be accompanied by all the requisite supporting documents, else it may be rejected.
- 6.16 The Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Bidder.

## 7. SCOPE OF WORK

Football for all is an educative yet carnival & celebratory platform created to celebrate the beautiful game with an Objective to - Create awareness about the women’s game. The aim to get higher participation of girls for the event in a more fun atmosphere, that encourages them to adapt football as part their daily lives. The event brings together the essence of the game and encourages youngsters to know the game better through competitive & noncompetitive format. The carnival additionally aims to bring both genders together to experience the game in various aspects.

The bidder would be responsible for end-to-end management of the Football for all carnival across the following cities and 20 events in a span of 5- 6 months (Feb-July). Each carnival is expected to be attended by approx 350 kids , who will be invited by Authority and/or State stakeholders . We will have an average of 3-4 events in a month’s at various locations. The tentative allocation is listed below and subject to minor changes and the bidder should take note of that: -

Sr No	City	No of Events
1	Mumbai	4
2	Guwahati	3
3	Kolkata	3
4	Ahmedabad	3
5	Gandhi Nagar	1
6	Bhubaneswar	3



7	Shillong	1
8	Pune	1
9	Venue TBC	1
10	Special Women's Day Event	1
<b>Total estimated no of events</b>		21

Majority of the events will take place within the stadium premises (not field of play) or at an iconic location in the cities as mentioned above.

The scope of work would include-

a) **Operations:** The Bidder will be responsible for conceptualizing (as per authority's requirement), planning, designing, implementing, staging, producing, coordinating, budgeting, supervising, managing and executing all the activities (end to end) related to Football for all carnivals across various locations mentioned.

b) **Concept Submission (Football for All Carnivals)** – The bidder must submit concepts in accordance to the scope of work mentioned for Football for all. The concept must include ideas mentioned and detailed out in the BOQ with an implementation plan and timelines. Idea is to engage kids and students as much as we can with various football driven activities that they enjoy and relate too.

The concept should work with both school and college students. The concept may include activities like but not limited to -

- Street plays / Nukad Natak
- 5V5 game (various interactive activities on the field)
- Painting competition
- Quiz
- Showcasing of Movies/ historic clippings pertaining to football or women's sports
- Recreate Iconic Goals
- Header Challenge
- Volley Challenge
- Football Cosplay corner
- Photo booth with provision of framed photo as giveaway
- Fitness camp (talk about fitness, good health, mensuration, yoga poses, stretching) . Provision of yoga instructor, medical person to conduct the workshop
- Booth for Social cause
- Fun and basic activities- Face painting, jugglers
- Registration process

The bidder must also submit additional- a minimum of 3 and maximum of 5 interactive activation concepts that can become part of the carnival and the cost should be clearly mentioned and included in the financial offer. A final decision on the activities to be taken will be undertaken basis a final venue recce which will be conducted jointly by the selected bidder and the authority. The unit rates quotes in the financial offer will be used in case of additional/deletion of any activity/element to be put up at the venue.

c) **Concept Submission (Special Women's Day Carnival):** The authority plans for conduct a

special carnival on 8<sup>th</sup> March 2020, which is the International Women's Day. Proposed Venue- Kolkatta / Ahmedabad/ Mumbai (any one- TBC). LOC plans to do a friendly match for the event and may include celebrities.. Some of the salient features that need to be included in the concept but not limited to are as follows. A tentative BOQ for the same is provided at Annexure (C):

- d) **Creative Development and Production:** All creative elements such as signage's, wrist-bands, pennants, lapel pins, lanyards, media folders, diaries, stationary, barricade branding, backdrops and all other artwork required for the event in applicable format as per the Branding Guidelines to be designed and produced. Ground production, set & décor, LED screens, fabrication, masking etc., to be done by the Bidder.
- e) **Branding** – The bidder responsible would deliver look and feel and brand the entire area that would include but not restricted to inside and outside of the venue, but all areas that include standees, gate arch, entry etc. keeping in mind the official look and feel of the FIFA U-17 Women's World Cup India 2020. The bidder also needs to make the area in use look like a carnival through decorations.
- f) **On Site Signage** – Overall on-site signage plan, and execution for all operational areas during the event. Submission of an elaborate plan on all signage being placed throughout the venue.
- g) **MC(s) / Presenter(s)** of adequate stature of the Event. The bidder also needs to provision a minimum of one-person supervising/ handling each activity, who can handle the crowd and make the crowd enjoy or play the activity.
- h) **Security Management** – Detailed planning and presentation of security management plan to be submitted and implemented. This would include the following –
  - i. Risk Assessment
  - ii. Detailed manpower deployment plan
  - iii. Frisking & Security equipment
  - iv. Evacuation planning
  - v. Accreditation planning and production
  - vi. Celebrity Management & security (if applicable and would be reimbursed on actuals)
  - vii. Traffic & parking management
  - viii. Barricading with masking
- i) **Media Management** – The bidder would be responsible for -
  - i. Videographer and photographer to be provided by the Bidder. This would also include video / photo coverage of the set up and prior to the event
- j) **Technical Production Support:**
  - i. Sound, light, televisions, walkie-talkies and temporary power to be provided by the bidder for the event on all the required days.
  - ii. Support to team-providing power supply, cabling/wiring, and camera platforms.
- k) **Manpower management:** All manpower requirements to be managed by the bidder during all days (security, hostess, volunteers, set-up staff, labor, backstage, hospitality, etc.). Staffing on behalf of LOC if required to be done by the bidder. This would also include workforce uniform during practice days and the event day.

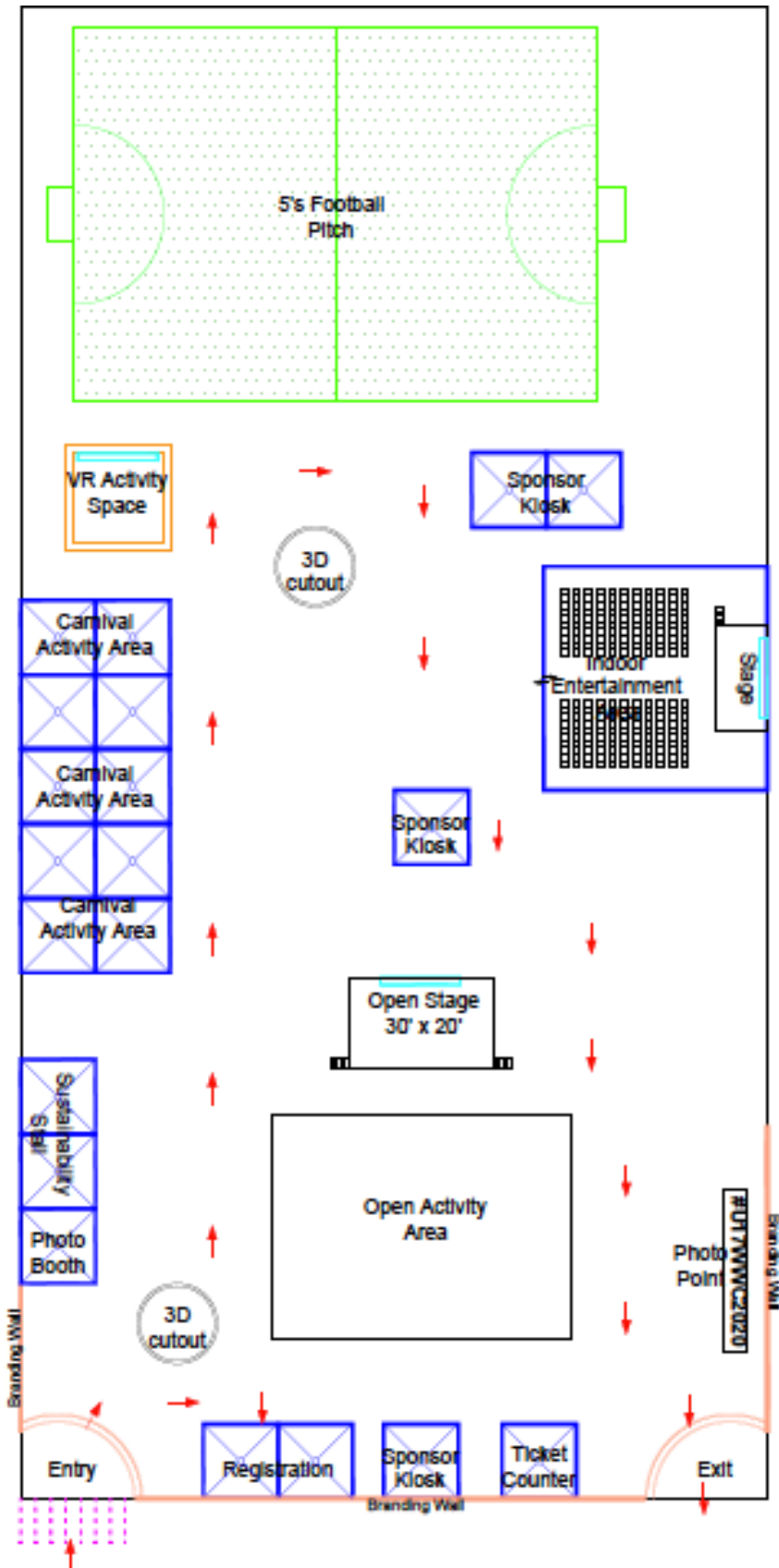
- l) **Provision of F& B- The successful bidder must-**
- i. Provision for water for everyone. The bidder can use water dispensers with paper cups for the same.
  - ii. The successful bidder must provide provision for F&B Stalls with power supply in case there is a third-party arrangement to come and set up a food stall
- m) **Infrastructure facility-** The bidder would be responsible for setting of Infrastructure at the outdoor location with all amenities
- i. **Furnishing & Furbishing:** The Bidder shall do the furnishing and furbishing of temporary tents/ setups, if any. The bidder shall also provide all required furniture like chairs, chairs with seat covers, desks, folding tables, carpets, as per requirement and BOQ attached as Annexure C
  - ii. **Supply and installation of electronic & electrical equipment:** The Bidder shall install electronic and electrical equipment's like AC (where required and confirmed by the LOC), PA system, televisions, electronic boards. at the designated rooms and tents at the venue. The electronic equipment's should be of latest configuration and should not be older than 2 years. The Bidder shall ensure that adequate number of spare electronic equipment's is readily available at the site, which could be used in case of need.
  - iii. **Portable Toilets:** The Bidder shall install portable toilets at the venue and wherever required. A minimum of 2 for females and 2 for males.
- n) **Medical & Fire Management:** Bidder to provide medical staff for all days for kids and also have plan in place in case of fire. Closest fire station, hospital and police station to be informed in advance and details must be provided to all involved much in advance. Ambulance and required no of Fire Fighting equipment and manpower to be made available on site on the event day.
- o) **Permissions** – All necessary & required permissions to be taken by the bidder for the event to take place without any hindrance. Liaison with concerned authorities for effective venue management planning, coordination and execution.
- p) **Registration & Help Desk** - Management of registration desk and help desk at various checkpoints (guest & media)
- q) **Giveaways:** Design and production of giveaways (e.g. Sipper, Caps, bags, notebook, folder, pen, pen drives, etc.), for students. Samples to be submitted as part of the Technical Presentation.

The bidder also needs to –

- Design and deliver the complete plans for the event at each of the venue
- Undertake recce of the venue and work in conjunction with Authority and to ensure all necessary planning and coordination is in place.
- The bidder shall ensure that no damage of any kind is caused to the Venue or any part thereof or any fixtures or fittings therein in any manner whatsoever.
- Monitor and update the day-to-day operations.

- Logistics and production planning.
- Submission of weekly reports with documented proof about work in progress till the end of the contract.
- Ensure smooth execution, production and delivery of the event in accordance with the requirements of the involved parties.
- The successful Bidder shall ensure, through high quality communication and reporting (in writing), that concerned authorities, are kept informed of issue(s), if any, that may arise and necessitate changes in the scope, variation or delays.
- The Bidder will be in charge of budgeting and maintaining the relationship with the vendors that may be necessary for each of the activations
- Provide detailed checklist with timelines.
- Walkthrough with concept presentation
- The venue to be returned to the concerned authorities in the condition in which it was received.
- De-installation Within 24 Hours of Venue Closure.
- Any other work may be deemed necessary by the authority upon receiving instructions in writing.

Tentative Layout (Attached for understanding of the concept for the prospective bidders and is subject to change)



## 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 selected 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. The necessary Event location permission will be coordinated by Authority and the successful bidder is required to liaise with Venue point of contact for smooth operations and setup of the event
- 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 24 hours 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 Select successful bidder, the Authority will constitute a Technical and Financial Evaluation Committee to evaluate the proposals submitted. The process for Evaluation is as given below.

### **9.2 Technical Evaluation 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.

#	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.	Audited Financial statements – CA certificate for turnover, Balance Sheets, Profit and Loss Accounts, the list of Board of Directors also should be provided.
3	<p>The Bidder should have a minimum 5 years of work experience in event organization, planning, management and execution.</p> <p>Events considered for the purpose of this RFP include programmes like Football for all, football grassroots events like clinics and not leagues.</p> <p>Opening /Closing Ceremonies, Product Launches, standalone promotional events, etc successfully executed.</p> <p>Venue management, branding of sporting tournaments are not included in this.</p> <p>All relevant proof such as work orders etc. should be enclosed</p>	Work Orders/completion certificate from clients
4	<p>The Bidder must have provided event management services in the past 5 years for at least 3 large scale events 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</p> <p>Proof of work should be in line with the Clause 3</p>	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.
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9.3 The Shortlisted bidders who would meet the eligibility criteria as mentioned in Clause 9.2 will be called for Technical Presentation 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.

<b>S.No</b>	<b>Criteria</b>	<b>Marks</b>	<b>Documents to be submitted</b>
<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	<b>20</b>	Audited financial statements – Balance Sheets, Profit and Loss Accounts, CA certificate
<i>B</i>	Work Experience in event organization, planning and management. ( <i>Events as mentioned in Technical Eligibility Clause 9.2, Point no 3 only will be considered.</i> ) a. $\geq$ 5 and <8 Years – 10 Marks b. $\geq$ 8 and <10 years – 15 Marks c. 10 years and above – 20 Marks	<b>20</b>	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 events 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  <b>At least one of the three work executed should include in the area of sporting events</b> a. $\geq$ 3 and < 5 Events– 10 Marks a. $\geq$ 5 and < 8 Events – 15 Marks b. 8 or more events – 20 Marks	<b>20</b>	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 event. Evaluation will be based on the under mentioned criteria's:  a. 5 minutes presentation on BTL activation/event undertaken in sports industry, in the last 5 years (any one project) with international federations/national leagues. -5 marks  b. 10 minutes presentation on concept and event execution plan around Football for	<b>40</b>	Hard and Soft Copies of the presentation on a USB Pen Drive.



	<p>all. A minimum of 3 concepts and maximum of 5 concepts to be presented – 35 marks</p> <ul style="list-style-type: none"> <li>- 15 marks for ideas</li> <li>- 15 marks for level of interactivity</li> <li>- 5 marks for making the challenge/ concept viral (any one of the suggestive ideas)</li> </ul>		
	<b>Total</b>	<b>100</b>	

9.4 Minimum score of 70 marks is required in the technical evaluation process. Only those bids having minimum score would be eligible for opening of financial bids. All the bidders which meet the minimum qualifying marks prescribed will stand technically qualified for consideration of their financial bids.

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 Financial Evaluation Criteria

Financial bids of only the Bidders who fulfil all the technical evaluation criteria will be opened. The financial bids should be submitted as per the BOQ in Annexure B & C

##### **Quality cum Cost based Selection (QCBS)**

Under QCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices (as explained below in example).

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

**Highest points basis:** On the basis of the combined weighted score for quality and cost, the Bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1, the proposals securing second highest will be ranked as H-2, and so on. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure will be followed.

In a particular case of selection of Bidder, it was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 70:30.

In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened

after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost:

A Rs. 120.

B Rs. 100.

C Rs. 110.

Using the formula  $LEC \times 100 / EC$ , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A:  $100 \times 100 / 120 = 83$  points

B:  $100 \times 100 / 100 = 100$  points

C:  $100 \times 100 / 110 = 91$  points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A:  $75 \times 0.70 + 83 \times 0.30 = 77.4$  points

Proposal B:  $80 \times 0.70 + 100 \times 0.30 = 86$  points

Proposal C:  $90 \times 0.70 + 91 \times 0.30 = 90.3$  points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points H3

Proposal B: 86 points H2

Proposal C: 90.3 points H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

The Financial Bid proposal should be submitted as per the BOQ provided at Annexure B & C. The Bidders should also provide the unit price for each item required; unit price means the cost of one item for one event for which the item would be required. In the event of change of requirements, pro data rates will be levied.

For clarity Purpose, The Financial bid of all the technically qualified bidders shall be evaluated as per BOQ attached as Annexure B & C Bidders proposing the additional concepts as asked in Scope of Work should mention the cost separately apart from Cost of Annexure B & C. Also please note Bidder need to submit the cost of Women's Day Carnival separately BOQ Attached as Annexure C.

## **10. EARNEST MONEY DEPOSIT**

- 10.1. Along with its technical 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 RFP.
- The Bidder does not respond to requests for clarification of its Bid.
- The Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- The Bidder materially alters his Bid during the Bid processing period.

## 11. QUERIES FROM BIDDERS

The Bidders may request clarifications about this RFP document, only in writing, by sending an email to [tenders@india2020wwc.com](mailto:tenders@india2020wwc.com). The subject line for the email should specify “QUERY REGARDING RFP FOR THE ENGAGEMENT OF EVENT MANAGEMENT AGENCIES” No query received after 20<sup>th</sup> January 2020, 17:00 will be entertained or responded to by the Authority. Only queries sent via an e-mail to the address mentioned above will be addressed.

<NAME AND ADDRESS>			
BIDDERS REQUEST FOR CLARIFICATION			
Name Of Organization Submitting request	Name & Position submitting request	Address of the Organization: Phone no: Email:	
Sr No	Bidding Document  Reference(s) (Section Page No)	Content of RFP  Requiring clarification	Points of Clarification required

## 12. AWARD OF WORK

The Authority will award the contract to the Selected Bidder whose bid has been determined to be technically responsive and has been determined as the H1 as per QCBS Evaluation, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, the Bidder(s) and the Authority will enter into an agreement as per Annexure D.

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.

## 13. TERMS OF PAYMENT

- 13.1. The payment to the selected Bidder(s) will be made as per the following payment schedule:
  - 10% at start of work
  - 35% completion of 8 events
  - 25% completion of next 8 events
  - 20% After the completion of work
- 13.2. The Selected Bidder(s) will need to submit an invoice in hard & soft 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. Any additions/deletions to elements in the BOQ for every element will be as per the unit rates quoted and with the prior written approval of the authority.
- 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. VALIDITY 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. TERMS & CONDITIONS**

- 16.1. It should be noted that entities which are controlled or owned, fully or in part, by the same individual or entity may not submit separate bids under this RFP, either as separate Bidders or as part of the same consortium.
- 16.2. 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 RFP and the Agreement.
- 16.3. 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 RFP, irrespective of whether the Bidder is subsequently awarded the Agreement. The undue use by any Bidder of confidential information related to the process may result in rejection of its bid.
- 16.4. 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 RFP, Conflict of Interest may refer to any situation where a person could improperly influence the performance of duties and responsibilities of the Authority and/or the Selected Bidder(s) by itself or through any other person, or result in a breach of public trust, or be calculated to further the private or commercial interest of any person or organisation.
- 16.5. 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.
- 16.6. The Authority may, in its sole discretion, extend the Bid Due Date at any point of time.
- 16.7. The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 16.8. The Bidders shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Bidder as per the terms of the RFP.
- 16.9. 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.
- 16.10. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

- 16.11. 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.
- 16.12. 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 Selected Bidder will under all circumstances look for an amicable settlement for disputes.
- 16.13. The Selected Bidder 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.
- 16.14. The Selected Bidder(s) will be responsible for welfare of its deployed staff and ensuring that all the equipment's being used are in perfect working conditions. The Authority will not be responsible for any of them.

## **17. FORCE MAJEURE**

- 17.1. 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.
- 17.2. 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.
- 17.3. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
- 17.4. 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.
- 17.5. 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.

- 17.6. 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.
- 17.7. 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.
- 17.8. 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.

## 18. FRAUD AND CORRUPT PRACTICES

- 18.1. 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.
- 18.2. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this **RFP**, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the **RFP**, including consideration and evaluation of such Bidder’s proposal.

18.3. Without prejudice to the rights of the Authority under Clause 23.2 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract, if a Bidder or service provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the 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 RFP issued by the Authority and/or by FIFA during a period of 4 (four) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

## **19. MISCELLANEOUS**

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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

<b>S No</b>	<b>Documentary proof to be submitted</b>	<b>Document Provided</b>	<b>Yes/No</b>	<b>Page No</b>
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,			
3	Work Orders/completion certificate from clients			
4	Work Orders/completion certificate from clients.			
5	Attested Undertaking by Notary for Blacklisting			
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 – BOQ

### Infrastructure BOQ : A

Sr No	Elements	Description	Estimated Qty	Unit Price	Amount
<b>1</b>	<b>Infrastrcuture</b>				
a	Stage & Stage Décor	30 Feet X 20 Feet With Height 4 Feet with carpet	1		
	Projection Screens	For Movie showcase	2		
b	Stage LED	16 Feet X 8 feet	1		
c	Stage Steps	On Both Sides	2		
d	Lighting	Appropriate Light System with console with LED Parcans, Blinders, Moving Head Lights, etc.	1 job		
e	Sound	Appropriate Sound System with console& mics for sound for Venue			
f	Podium	Wooden Standard Podium with branding	2		
g	Truss	Box Type Truss around the stage for lighting and sound	As per Stage Size		
h	Store Rooms	Octonorm room of 5m x 5m with lockable Door	2		
i	Octonorm Rooms	Octonorm room of 5m x 5m	3		
j	Green Rooms	Octonorm Structure with Mirror Lighting and required furniture	2		
k	Registration Counters	Table and Backdrop with 3 tablets and internet	1 No		
l	3D Cutout Tournament Hash Tag	Wooden 3D Letter with Deco Paint 17 No's Letter Cutouts with 24 Inch high Letters	1		
m	Ticket Sales Counter	German temporary Pagoda Structure (5m x 5m) with platforming, covered side walls and lockable door. Sufficient Internal Lighting, AC, False Ceiling and Electric Points to be provided .	1		
o	Banquet Chairs	Cushion Chair with seat covers	100		
<b>2</b>	<b>Venue Branding</b>				
a	Entry / Exit Gates	Box type / Arch Gates with Flex branding	1		
b	Branding Walls	8ft height continuous flex branding walls	2000 sqft		
c	Branding with frames	10' x 8' Flex Branding	20		
d	Venue branding with bunting and other décor elemnts	Entire area should have look and feel of carnival	1 job		
e	A boards	Around the 5s Pitch area. Max Ht. 2.5ft	150 Rft		
f	Standees	6' x 3' Flex with frame	20		
g	Backdrops	16ft x 8ft for Stalls / Activity Areas	10		
h	Signages	Generic Signages on Sunboard 2' x 1' and 3' x 2' with flex	30 each		

<b>3</b>	<b>POWER</b>				
a	125 KVA Power for AV	With Fuel & Manpower	1		
b	125 KVA for Sound	With Fuel & Manpower	1		
c	125 KVA for Light - General	With Fuel & Manpower	1		
d	125 KVA for Other Additional requirement	With Fuel & Manpower	1		
<b>4</b>	<b>PERMISSION</b>				
a	PPL		As required		
b	IPRS		As required		
c	FIRE NOC	If applicable	As required		
<b>5</b>	<b>Collaterals</b>				
a	Paper Bags		50		
b	Sipper	Plastic with Tournament Branding	100		
c	Caps		200		
d	Stress Balls	Football Shape with Tournament Logo Branding	100		
e	Pen drives	16 GB	25		
f	Press Folder	A4 Size	50		
g	Note pads	A5 50 Pages	100		
h	Pens		150		
i	T-Shirts	Crew Neck /Cotton With Tournament Branding	100		
j	Lanyards and badges				
k	Crew/Staff/Manpower		300		
<b>6</b>	<b>Communications</b>				
a	Walkie talkie	For LOC staff	15		
b	Technician/Operator	AS required	1		
<b>7</b>	<b>Security</b>				
a	Security Guards (male & Female )	10+5	15		
b	DFMD		2		
c	HHMD		2		
d	Baggage scanner		1		
e	Octonome Cubical for female security check	3mx 3m	1		
<b>8</b>	<b>Manpower</b>				
a	Emcee (non celebrity)	Regional Language + English+ Hindi	1		
b	Hostesses with formal attire		4		
c	Male Supporters with formal attire		4		
d	Supervisor / operator for each activity		As per no of Activity		
<b>9</b>	<b>Housekeeping</b>				
a	Housekeeping with material		1 Job		
b	AC Toilet Van (with materials and operator)		2		
c	Toilet van for back stage		2		

<b>10</b>	<b>Medical and Safety</b>				
a	Fire Extinguisher	As per Fire Department Guidelines	1 Job		
b	Fire Marshal	As per Fire Department Guidelines	As required		
d	Ambulance		1		
e	Doctor on site	with required paramedics	1 Job		
<b>11</b>	<b>Event Coverage</b>				
a	Photographers		2		
b	Videographer		1		
<b>12</b>	<b>Sub Total</b>				
<b>Activity Specific BOQ : B</b>					
S. No	Element	Specification	Estimated Qty	Unit Price	Amount
<b>1</b>	<b>Street Play</b>				
a	Team of atleast 5 professional artist to perform	Based on brief provided by LOC (Regional Preferred)	1		
<b>2</b>	<b>Quiz</b>				
a	Quiz Master		1		
b	Quiz Set up		1 job		
<b>3</b>	<b>5Vs5 field</b>				
a	Goal Post		4		
b	Corner Flages		8		
c	Adidas Balls		15		
d	Whistle		4		
e	Line Marking		1 Job		
f	Bibs (Non Branded )	15 x 2 colours	30		
<b>4</b>	<b>Stalls, Sponsor Kiosks and Activity Area</b>	German temporary Pagoda Structure (5m x 5m) with platforming, covered side walls Electric Points to be provided .	5		
<b>5</b>	<b>Photo Booth</b>				
a	Props of various kinds		7		
b	Operator		1		
c	Printer	For not more than 100 Prints	100		
d	Photo Frame	For not more than 100 Prints	100		
<b>6</b>	<b>Painting Competition</b>				
	Drawing Sheets	Art Sheets with Drawing Pads	50		
	Colours	Water Colours	50Sets		
<b>7</b>	<b>Fun Activities</b>				
	Jugglers		2		
	Face Painters		3		
<b>8</b>	<b>Headers Challenge</b>				
	Long pole with attached football		2		

9	<b>Volly Challenge</b>				
	Football Bouncy		1		
	2 buckets		2		
10	<b>Recreate Iconic Goals</b>				
	Tablets with internet		2		
11	<b>Football Cosplay corner</b>				
	Football Players wigs		5		
	Famous headbands/ tattoo		8		
	Football kits of different countries (Adidas Sponsors)		5		
	Football boots that famous players have worn		5		
12	<b>Fitness Booth</b>				
	Yoga Instructor / Exercise Expert		1		
	Yoga Mats		50		
	Medical Practitioner		1		
13	<b>AR</b>				
	AR technology/ equipment with Headsets		1 set up		
	Content		1 job		
14	<b>Sub Total B</b>				
	<b>Total (A + B)</b>				
	<b>Agency Fee</b>				
	<b>GST</b>				
	<b>Total Cost Per Event</b>				

**ANNEXURE C : BOQ for Women’s Day Carnival**

SR. NO	PARTICULARS	SIZE	Quantity	Unit Price	Total
<b>1</b>	<b>BRANDING &amp; SIGNANGE</b>				
a	Gate branding/Signange		4		
b	FOP perimeter runner boards	To cover perimeter for 25m x15m FOP	75		
c	Stadium Branding	3000 sq ft	3000		
d	Entrance Arch at the VIP entrance		1		
e	Entrance Arch at the Media entrance		1		
f	Entrance Arch at the General entrance		1		
g	Branding at VIP Lounge	1000 sq ft	1000		
h	Lanyards		100		
i	Directional Signage's- All Entries and Enclosures	As required	1 Job		
<b>2</b>	<b>VENUE OVERLAYS</b>				
a	Chairs (with cover) for VIP Lounge		200		
b	Sofas (for VIP Lounge)	2-seater	20		
c	Coffee tables (for VIP Lounge)		20		
d	Buffet tables	6ftx3ft	10		
e	Mojo barricading at all areas	700 Running Feet	700		
f	Overall Housekeeping	1 Job	1		
g	Stage/console for MC/DJ		1		
<b>3</b>	<b>F&amp;B</b>				
a	F&B Provison for Media	3+2 Snacks + Tea Coffee	100 Paxs		
b	F& B provison for Guests	High Tea Menu	200 Paxs		
<b>4</b>	<b>Media</b>				
a	Media Platform	10ftx10ftx1.5ft	1		
b	Media Seating	Chairs with Seat Cover	70		
c	Media & Guest wrist bands		250		
d	Media Registration Desk	6ftx3ft	1		
<b>5</b>	<b>Security</b>				
a	Bouncers		20		
b	Security Supervisors		5		
c	Security Guards		10		
d	Lady Guards		5		
e	DFMD		1		

f	HHMD		1		
g	Baggage Scanner		1		
6	TECHNICAL				
a	Sound for around 200 paxs		1 Job		
b	All cabling at venue		1 Job		
7	EQUIPMENT FOR MATCH EXECUTION				
a	Goal Posts with nets	5 a side Goal Post Size 16 Feet x 4 Feet	2		
b	Corner Flags		4		
c	Match ball (Adidas)		4		
d	Jerseys/Bibs (Adidas)		20		
e	Match Referee		2		
f	Football stockings/shoes (Adidas)		10		
g	Line markings	As Per Size of the Pitch	1		
h	Ball Kids Kits (Adidas Tshirt/Shorts/Stockings/Shoes)		12		
8	ENTERTAINMENT				
a	MC (celebrity )		1		
b	DJ		1		
c	Hostesses with Unbranded Uniforms		5		
9	PHOTO+VIDEO				
a	Video camera crew for Match		2		
b	Photographers for Match		2		
10	GENERATORS				
a	125KVA		3		
11	FOREIGN PERSONALITIES / LOGISITICS SERVICES				
a	Arrival and Departure assistance at airport (if required)		1		
b	Dedicated security for each person (cost will be calculated on the final number given before the event )		1		
d	Security Vehicle		2		
	Sub Total				
	Agency Fee				
	GST				
	Grand Total				



## ANNEXURE D – 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 Proposal document (“**RFP**”) dated 15<sup>th</sup> January, 2020 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 RFP.
- (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 RFP and this Agreement;
- (C) The Authority, after the opening of all bids, accepted the proposal of the Service Provider, and issued a Letter of Proposal 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 RFP;



- (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 RFP, including all taxes due and payable in accordance with the RFP;
- (i) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (j) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (k) “**INR, Re. or Rs.**” means Indian Rupees;
- (l) “**Party**” means the Authority or the Service Provider/Consultant and Parties means both of them;
- (m) “**RFP**” means the Request for Proposal document dated 20<sup>th</sup> 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 RFP.

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

## 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 RFP and this Agreement.

#### **1.9 Authorised Representatives**

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

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

**Ms. Roma Khanna**  
Tournament Director,  
LOC, FIFA U-17 Women's World Cup India 2020  
Football House, Sector-19,  
Dwarka, New Delhi – 110075

India  
E-mail: [roma@india2020wwc.com](mailto: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 RFP. 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 RFP shall continue to subsist and shall be deemed to form part of this Agreement.

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

### 2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the 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 upto30 (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 RFP 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.

##### 3.1.5 All Information , data , collected through registration process will remain the property of the Authority and agency has no right to share the data to any third party and will not be used by the agency .

## 3.2 Conflict of Interest

- 3.2.1 The Service Provider shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.
- 3.2.2 Prohibition of conflicting activities:  
The Service Provider shall not engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
  - (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
  - (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.
- 3.2.3 Service Provider not to benefit from commissions, discounts, etc.:  
The payment to the Service Provider pursuant to Clause 6 hereof shall constitute the Service Provider'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 RFP issued for any sporting event or other purpose during a period of 2 (two) years from the date the Service Provider is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

### **3.3 Confidentiality**

The Service Provider shall not, either during the term or within 2 (two) years after the expiration or termination of this Agreement disclose any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Service Provider; any information provided by or relating to the Authority, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or Service Provider/Consultants, customers, or contractors of the Authority; and any other information which the Service Provider is under an obligation to keep confidential in relation to the 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 RFP.

#### **5 OBLIGATIONS OF THE AUTHORITY**

##### **5.1 Assistance in clearances, permissions, etc.**

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

- (a) provide the Service Provider with permits and such other documents as may be necessary to enable the Service Provider to provide the 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 RFP 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 post completion of 8 events
THIRD PAYMENT MILESTONE	35% of the work order post completion of next 8 events.
FINAL PAYMENT MILESTONE	20% after completion of Works.

##### **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.
- (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 LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Liquidated Damages**

#### **7.1.1 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.

### **7.1.2 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 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 PROPOSAL**

## ANNEXURE - II

### **SCOPE OF WORK FOR SERVICE PROVIDER**