ALL INDIA FOOTBALL FEDERATION

REQUEST FOR PROPOSAL (RFP)

FOR

AWARDING THE RIGHT TO MONETISE CERTAIN COMMERCIAL RIGHTS BELONGING TO THE ALL INDIA FOOTBALL FEDERATION FOR A LIMITED TERM

Instructions to the Bidders

Date of Issue: 28 November 2025

Last date to seek clarifications: 5 December 2025

Last date of submission of Bids: 13 December 2025, 18:00 IST

DISCLAIMER

- The information contained in this Request for Proposal ("**RFP**") or any information provided subsequently to the Bidder(s) whether verbally or in documentary form by or on behalf of AIFF, or any of its employees or advisers, is provided under the terms and conditions set out in this RFP and all the other terms and conditions subject to which such information is provided.

- This RFP is not an agreement and is neither an offer nor invitation by AIFF to the prospective Bidders or any other person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice wherever necessary.

- Information provided in this RFP to the Bidder(s) 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. AIFF accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

- AIFF, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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, completeness or reliability 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 relation thereto.

- AIFF 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. AIFF may, in its absolute discretion, but without being under any obligation to do so, update/ amend and/or supplement the information in this RFP. Such updates/amendments and/or supplements to this RFP will be done only on AIFF's Website <https://www.the-aiff.com/>.

- The issue of this RFP does not imply that AIFF is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, and AIFF reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

- 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 AIFF or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and AIFF 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.

- No commitment, contractual or otherwise whatsoever, shall arise from the RFP process until a formal contract is executed by the duly authorised signatory of AIFF and the selected Bidder as set out under this RFP. Further, selection of any Bidder shall not prejudice AIFF's right to avail any or all of the services from any other agency(ies)/service providers.

1. INTRODUCTION, PURPOSE AND INVITATION

1.1 AIFF is the governing body for football in India, which has the sole mandate to govern and conduct all activities for both men's and women's football in India. The following competitions are owned by the AIFF and organized annually either by AIFF or under the sanction of the AIFF:

a) India's second tier domestic professional football league club competition for men, currently known as I-League ("**I-League**") which shall consist of a maximum of fourteen (14) participating clubs during the Term with eleven (11) participating clubs and one hundred and ten (110) Matches envisaged for the 2026 season;

b) India's third tier domestic professional football league club competition for men, currently known as I-League 2 ("**I-League 2**") which shall consist of a maximum of twelve (12) participating clubs during the Term with nine (9) participating clubs and seventy-two (72) Matches for the 2026 season; and

c) India's fourth tier domestic professional football league club competition for men, currently known as I-League 3 ("**I-League 3**") where the total number of teams, or matches are determined on the basis of nominations received as per the regulations applicable to I-League 3 (as may be notified by AIFF).

I-League, I-League 2 and I-League 3 shall be collectively referred to as "**Competitions**" and individually each as a "**Competition**", the matches constituting these Competitions shall collectively be referred to as the "**Matches**" and individually each a "**Match**".

1.2 In addition to the organization of the abovementioned Competitions, AIFF is also in charge of managing all commercial rights relating to the Competitions, including all rights of any commercial nature whatsoever relating to the Competition and/or the Matches, including but not limited to the advertising broadcast, film, franchise, merchandising, production, sponsorship, video, and pourage thereof ("**Commercial Rights**"). It is clarified that any data rights relating to the Competitions shall be retained by AIFF, subject to the carveouts in Section 6.1(n).

1.3 With reference to the above, AIFF is desirous of engaging a Bidder for awarding the rights to monetise the Commercial Rights for the Competitions during the Term ("**Selected Bidder**"), which process to award such rights shall be administered through the BEC (as defined herein).

1.4 This RFP document will be made available at <https://www.the-aiff.com>. Any applicants that is in possession of the RFP shall not tamper with/modify it.

1.5 Interested parties with impeccable record, meeting the eligibility criteria contained herein may submit their Bids for selection, complete in all respects by way of email to <legal@the-aiff.com>.

1.6 Filled-in Bids with all credentials and other documents in support of the eligibility criteria must be submitted before the date and time specified in Section 9 below. Incomplete Bids and Bids received by AIFF, after the last date and time of submission will not be accepted.

1.7 Upon selection of a Bidder by AIFF as the Selected Bidder, AIFF and the Selected Bidder shall enter into a detailed long form agreement incorporating provisions including those contained in this RFP and the successful Bid ("**Contract**"). The Bidders acknowledge that all rights awarded to the Selected Bidder under the Contract shall be subject to Competition(s) Regulations, as amended from time to time.

2. DEFINITION

2.1 In this RFP and the associated documentation, the following terms shall, unless repugnant to the context or meaning thereof, have the following meanings:

(a) "**Affiliate**" means with respect to any Person: (a) any other Person which owns at least 50% (fifty per cent) of the share capital or equity interest or membership interest of such Person; (b) in which such Person owns at least 50% (fifty per cent) of share capital or equity interest or membership interest; (c) at least 50% (fifty percent) of the shares / membership interest of which are owned by the ultimate parent company of suchPerson; or (d) any other Person that Controls, is Controlled by or is in common Control with such Person. The term 'Control' shall mean the power to determine the policy and affairs of an entity whether by virtue of voting rights, right to appoint a majority on the board of directors of an entity, by contract or otherwise;

(b) "**AIFF**" shall mean the All India Football Federation;

(c) "**Applicable Law**" means the laws and any other instruments having the force of law in India for the time being and any other applicable law/rules/regulations;

(d) "**BEC**" shall mean the Bid Evaluation Committee constituted by AIFF in accordance with Section 14.2 of this RFP, for the purpose of evaluation and shortlisting Bids;

(e) "**Bid**" **or** "**Proposal**" (including the term "tender", "offer", "quotation" or "proposal" in certain contexts) means an offer submitted to AIFF to secure the rights in accordance with the terms and conditions set out in this RFP;

(f) "**Bidder**" shall mean any entity including Group Entities which submits a Bid to AIFF in response to this RFP, in accordance with the eligibility criteria as laid down in this RFP;

(g) "**Bid Documents**" shall have the meaning prescribed to it in Section 3.10(a);

(h) "**Bid Security**" shall mean the security, in the form and manner prescribed in this RFP, furnished by a Bidder to AIFF to secure the obligations of the Bidder in connection with the submission of its Bid;

(i) "**Bid Due Date**" shall mean the date on which all Bids must be submitted in response to this RFP and shall be as specified in Section 9 below;

(j) "**Broadcast**" shall mean broadcasting, distributing, exhibiting and/or making available audio and/or audio-visual programming of the Feed relating to the Competitions along with any Commentary and graphic inserts (*as reasonably expected to be incorporated in the Broadcast of events similar to the Competitions)*;

(k) "**Ceremonies**" means closing and award ceremonies relating to the Competitions and/or the Matches thereof being broadcast live;

(l) "**Club Licensing Regulations**" shall mean any regulations relating to the license awarded to participating clubs to enable them to take part in the Competitions, as notified by AIFF, from time to time;

(m) "**Commercial Bid**" shall mean the part of the Bid submitted by the Bidder setting out the proposed price payable by such Bidder on appointment as the Selected Bidder;

(n) "**Commercial Rights**" shall have the meaning prescribed to it in Section 1.2;

(o) "**Commentary**" means, in respect of a Match or Ceremony, the contemporaneous verbal account and description of such Match or Ceremony produced in relation to the Competition and incorporated in the Feed by the Rights Holder;

(p) "**Competition(s) Regulations**" shall together mean the Laws of the Game, Operational Rules, Club Licensing Regulations, the Match Staging Regulations and the Competition(s) Rules;

(q) "**Competition(s) Rules**" shall mean all the rules, regulations, guidelines, and directives issued, published, and/or adopted by AIFF from time to time, as applicable to the Competitions, including any amendments, modifications, or replacements thereof made at any time during the Term;

(r) "**Contract**" shall have the meaning prescribed to it in Section 1.7;

(s) "**Consortium Bid**" shall have the meaning prescribed to it in Section 4.3;

(t) "**Consortium Member**" shall have the meaning prescribed to it in Section 4.3;

(u) "**Eligibility Criteria**" shall have the meaning prescribed to in Section 4.1;

(v) "**Feed**" shall mean the live and continuous moving image video signal of the Competitions (including the Ceremonies and the Matches) of the minimum standard and specification that is consistent with the then prevailing market standard (and in any case not less than the standards prescribed by AIFF in this RFP), which also incorporates slow motion replays, titles and any graphics selected by or on behalf of the Selected Bidder;

(w) "**Financial Year**" or "**F.Y.**" shall mean the financial year consisting of 12 (twelve) months, commencing from the first day of the month of April and ending on the last day of the month of March of the succeeding calendar year;

(x) "**Force Majeure Event**" shall mean an event or circumstance which is beyond the reasonable control and foresight of a party and which makes a party's performance of its obligations impossible and includes but is not limited to wars, acts of terrorism, civil riots, hostilities, public disorder, epidemics, pandemic, fires, acts of God, Court orders or governmental restrictions and actions, acts and decisions of regulatory and sports authorities;

(y) "**Group Entities**" means: (a) the Bidder; (b) Affiliates of the Bidder; (c) the shareholders / members of the Bidder who hold at least 50% (fifty per cent) of the share capital or equity interest or membership interest of such Bidder; (d) all entities whose accounts are consolidated on a line by line basis in the audited financial statements of members / shareholders covered under (c); (e) any joint venture company in which a member / shareholder covered under (c) holds at least 50% (fifty per cent) interestand the other joint venture partner of such joint venture company;

(z) "**GST**" shall mean the goods and services tax as levied under the Applicable Law;

(aa) "**Laws of the Game**" shall mean the rules of football as applicable to the Competitions published by IFAB (including any amendments and modifications thereto from time to time);

(bb) "**LoA**" shall have the meaning prescribed to it in Section 3.3(a);

(cc) "**Match Staging Regulations**" means the regulations relating to the staging of Matches which shall be provided to the Selected Bidder and/or the clubs participating in the Competitions by AIFF (as the same may be amended from time to time);

(dd) "**Operational Rules**" shall mean the rules and/or regulations adopted by AIFF in respect of the operations of, and Commercial Rights relating to Competitions (as may be amended from time to time by AIFF);

(ee) "**Person**" shall mean and include an individual, an association, a corporation, a firm, a partnership, a joint venture, a venture capital fund, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity;

(ff) "**Pre-Bid Conference**" shall have the meaning prescribed to it in Section 10.3;

(gg) "**Qualified Bidder**" shall have the meaning prescribed to it in Section 14.3;

(hh) "**RFP**" means this Request for Proposal comprising Instructions to Bidders along with its annexures, and any other addendum issued thereon;

(ii) "**Selected Bidder**" means the successful Bidder with whom AIFF enters the Contract;

(jj) "**Selection Process**" shall mean the process set out in this RFP for the submission, evaluation and consideration of Bids, and the identification and selection of the Selected Bidder, including all incidental activities and requirement in connection therewith;

(kk) "**Technical Bid**" shall mean the part of the Bid submitted by the Bidder demonstrating the technical qualifications of the Bidder and evidencing the Bidder's qualification for appointment as the Selected Bidder in accordance with the eligibility criteria, and for the exploitation of rights that are provided to a successful Bidder under this RFP and/or the Contract;

(ll) "**Term**" shall refer to the duration commencing from the effective date of the Contract and continuing through the completion of the fifth season of the Competitions i.e. season 2029-30;

(mm) "**Territory**" shall mean worldwide;

(nn) "**Website**" shall mean the website of AIFF accessible at the following URL: <https://www.the-aiff.com/>

2.2 In this RFP, unless repugnant to the context:

(a) any reference to the singular shall include the plural and vice-versa;

(b) any references to the masculine, the feminine and the neuter shall include each other;

(c) references to a "Section" or "Sections" refer to the relevant Section or Sections of this RFP, unless otherwise stated;

(d) the Annexures form part of this RFP and shall have the same force and effect as if expressly set out in the body of the RFP, and any reference to this RFP shall include reference to any annexures to it; and

(e) "written" or "in writing" means hand-written, typewritten, printed or electronically made.

In the event of any difference or dispute with respect to the interpretation of any term of this RFP, the interpretation of the Contract shall be final and binding.

3. INSTRUCTIONS TO THE BIDDERS

3.1 Scope

(a) In case an applicant possesses the requisite experience and capabilities required for completing the obligations under this RFP, it may participate in the Selection Process as a Bidder. The manner in which the Bid is required to be submitted, evaluated, and accepted is explained elsewhere in this RFP.

(b) The Bidders are advised that the identification of the Selected Bidder shall be based on the Selection Process. Bidders shall be deemed to have understood and agreed to the Selection Process. No explanation or justification shall be given in relation to any aspect of the Selection Process, and BEC decisions shall be final, with no right of appeal whatsoever.

3.2 Conflict of Interest

(a) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, AIFF shall be entitled to forfeit and appropriate the Bid Security submitted by the Selected Bidder, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to AIFF for, *inter alia*, the time, cost and effort of AIFF including consideration of such Bid, without prejudice to any other right and/or remedy that may be available to AIFF under the RFP and/ or the Contract or otherwise.

(b) Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

i. the Bidder, its Consortium Member or Affiliate (or any constituent thereof) and any other Bidder, its Consortium Member or any Affiliate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Consortium Member or an Affiliate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, Consortium Member or Affiliate, as the case may be) in the other Bidder, its Consortium Member or Affiliate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Section 3.2, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-section (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-section (b) if the shareholding of such person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder, its Consortium Member or any Affiliate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Consortium Member or Affiliate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Consortium Member or any Affiliate thereof; or

iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

v. such Bidder, or any Affiliate thereof, has a relationship with another Bidder, or any Affiliate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

vi. such Bidder or any Affiliate thereof has participated as a consultant to AIFF in the Selection Process; or

vii. such Bidder, its Consortium Member or any Affiliate thereof has any person associated with it who is a member of AIFF; or

(c) In the event the Selected Bidder holds at least 51% (fifty one per cent) ownership in any football club which qualifies for participation in any of the Competitions after the Bidder has been declared the Selected Bidder, such Bidder may, within five (5) days of such qualification to participate in any of the Competitions divest its stake in the entity that owns and operates such football club to below 51% (fifty one per cent). Thereafter, any transactions involving the Selected Bidder and the football club that is owned by them and/or their Affiliate shall be on an arms-length basis, and all decisions relating to the sporting aspects of such clubs participation in the Competitions shall be solely made by AIFF.

3.3 **Fraud and Corrupt Practices**

(a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and subsequent to the issue of the Letter of Award ("**LoA**") and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LoA or the Contract, AIFF may reject a Bid, withdraw the LoA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be, if it determines that the Bidder or Selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, false statement, misrepresentation, restrictive practice in the Selection Process or has violated the terms of the Bid. In such an event, AIFF shall be entitled to cancel the Bid and forfeit and appropriate the Bid Security submitted by the Selected Bidder, as the case may be, as damages, without prejudice to any other right or remedy that may be available to AIFF under the RFP and/or the Contract, or otherwise. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount.

(b) Without prejudice to the rights of AIFF hereinabove and the rights and remedies which AIFF may have under the LoA or the Contract, or otherwise if a Bidder or Selected Bidder, as the case may be, is found by AIFF to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Contract, such Bidder or Selected Bidder, as the case may be, shall not be eligible to participate in any tender or RFP issued by AIFF during a period of 2 (two) years from the date such Bidder or Selected Bidder, as the case may be, is found by AIFF to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

(c) For the purposes of this Section 3.3, the following terms shall have the meaning hereinafter respectively assigned to them:

i. "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of AIFF who is or has been associated in any manner, directly or indirectly, with the Selection Process or the LoA or has dealt with matters concerning the Contract 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 AIFF, shall be deemed to constitute influencing the actions of a person connected with the Selection Process);

ii. "**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;

iii. "**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;

iv. "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by AIFF 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

v. "**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.

3.4 **Bid Preparation Cost**

(a) The Bidders shall bear all costs associated with the preparation and submission of the Bid. AIFF will not be responsible and liable for any costs, regardless of the conduct or outcome of the Bid and/or Bid process.

(b) All papers submitted with the Bid are neither returnable nor claimable.

3.5 **Right to accept and reject any or all Bids**

(a) Notwithstanding anything contained in this RFP, AIFF reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reason;

(b) AIFF reserves the right to reject any Bid if:

(i) at any time, a material misrepresentation is made or discovered, or

(ii) the Bidder does not respond to requests for supplemental information required for the evaluation of Bids within the stipulated time period or any time period as may be communicated to the Bidder by AIFF; or

(iii) the Bidder does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

Misrepresentation or improper/incorrect response by the Bidder may lead to the disqualification of the Bidder. If such disqualification occurs after the Commercial Bid has been opened and the highest-ranking Bidder gets disqualified/rejected, then AIFF reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in its sole discretion, including annulment of the Selection Process and/or appropriation of the disqualified Bidder's Bid Security.

3.6 **Amendment of the RFP**

(a) At any time prior to the Bid Due Date, AIFF for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by way of issuance of an addendum. Such amendments shall be uploaded on the Website through a corrigendum and form an integral part of this RFP. The relevant sections of the RFP document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the Website from time to time for any amendment to the RFP. AIFF shall not be responsible for any consequences resulting from the failure of the Bidder to check and consider the amendments made, if any.

(b) To provide the Bidders with a reasonable time to examine the addendum, or for any other reason, AIFF, at its own discretion, AIFF may extend the Bid Due Date by way of communication published on the Website.

3.7 **Acknowledgement by Bidders**

(a) It is desirable that the Bidder submit their Bid after verifying the availability of the data, information and/or any other matter that they consider relevant.

(b) It would be deemed that by submitting the Bid, the Bidder has:

(i) Made a complete and careful examination and accepted the RFP in totality;

(ii) Received all relevant information requested from AIFF in relation to the submission of its Bid;

(iii) Made a complete and careful examination of the various aspects of the scope of work;

(iv) Acknowledged and accepted the risk of inadequacy, error, or mistake in the information provided in the RFP or furnished by or on behalf of AIFF;

(v) Satisfied with all matters, things, and information that are necessary and required for submitting an informed Bid and performance of all of its obligations as required under this RFP;

(vi) Acknowledged that it does not have a Conflict of Interest, unless disclosed in the format prescribed in Annexure A hereto;

(vii) Acknowledged that it is fully cognizant of, and has duly considered, all Applicable Laws, judgments, AIFF constitution and AIFF rules and regulations, as may be relevant for submitting an informed Bid and performance of all of its obligations as required under this RFP; and

(viii) Agreed to be bound by the undertakings provided by it hereunder.

AIFF shall not be liable for any omission, mistake or inadvertent error, on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the process for the selection of the Selected Bidder, including any error or mistake therein or in any information or data given by AIFF.

3.8 **Preparation and submission of Bids**

(a) No Bidder shall submit more than one (1) Bid.

(b) The Bid and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language, provided they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not duly translated into English and certified by a notary or the relevant sub registrar's office, may not be considered for evaluation. For interpretation and evaluation of the Bid, the English language translation shall prevail.

(c) The currency for the purpose of the Bid shall be Indian Rupees (INR).

(d) Submission of non-compliant Bids will result in the Bid being disqualified for being non-responsive.

3.9 **Format and signing of Bids**

(a) The Bidder shall prepare electronic copies of the Technical Bid and Commercial Bid separately.

(b) The Bidders shall provide all the information as per the RFP and in the specified formats. AIFF reserves the right to reject any Proposal that is not in the specified formats.

(c) In case the Bidder intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

3.10 **Submission of e-bid/Bid**

(a) Each Bidder satisfying the Conditions of Eligibility shall, if it wishes to Bid, submit password protected pdf versions of the Technical and Commercial Bids, simultaneously (being, together referred to as the "**Bid Documents**") as set out below by way of email to <legal@the-aiff.com>. The attention of Bidders is drawn to the fact that failure to supply any of the relevant information and/or any material deficiency in the same may as described in this RFP, may lead to the disqualification of such Bids under this RFP.

(b) The Bidders shall send to AIFF by way of an email to <legal@the-aiff.com> on or before **17:00 hrs IST on the Bid Due Date**, a pdf version of the Bid Documents duly filled in and completed, initialed on each page, signed (where appropriate) by a duly authorised representative of the Bidder and scanned along with attested scanned copies of all supporting documents and papers. The Bidder shall ensure that all documents submitted are in a format that is legible, uncorrupted, and can be readily accessed and opened by AIFF without requiring proprietary or uncommon software.

(c) All Bid Documents must be delivered to AIFF as part of **one (1) email** and no further documents will be accepted after the above-mentioned time and date. Such email shall contain two '.zip' files containing the Technical Bid and the Commercial Bid, respectively. In addition, the Bidder shall share a separate email with a list of the documents forming a part of the Bid Documents mapped with the relevant passwords, which email shall be sent on <legal@the-aiff.com>, on or before **17:00 hrs IST on the Bid Due Date**.

(d) Once submitted, no Bid shall be subsequently amended without the prior written consent of AIFF, which consent AIFF may withhold at its discretion.

3.11 **Late submission**

The time at which the email is received by AIFF is used to determine the time of submission. Once the Bid Due Date and time is over, the Bidder cannot submit its Bid. Bidder must start the Bid submission well in advance so that the submission process occurs smoothly. The Bidder shall be solely responsible if its Bid is not submitted in time due to any problems/faults not attributable to the AIFF, for whatsoever reason, during the Bid submission process.

3.12 **Withdrawal and resubmission of Bid**

(a) At any point in time, a Bidder may withdraw its Bid, before the date on which the Bid Documents will be opened by the BEC, by way of an email sent from the address using which the Bid Documents were submitted to AIFF.

(b) No Bid can be resubmitted after the deadline for withdrawal from the Selection Process, i.e., the Bid Due Date.

3.13 **Contacting AIFF**

From the time the Bids are opened to the time the Contract is awarded, if any Bidder wishes to contact AIFF, on any matter related to their Bid, it shall do so in writing. Any effort by the Bidder to influence any officer/office bearer of the AIFF in relation to the Bid evaluation or contract award decisions may result in the rejection of the Bidder's Bid.

3.14 **Right to Vary Scope of Work**

AIFF at any time during the RFP process, by a written order given to the Bidder, make changes within the general scope of the work. The Bid shall accordingly be amended by the Bidder.

4. ELIGIBILITY CRITERIA

4.1 Bidders must carefully read the conditions of eligibility (the "**Eligibility Criteria**") provided herein. Bids of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation by BEC.

4.2 Each Bidder must fulfil the following qualification criteria:

(a) **Valid Incorporation:** The Bidder must be validly incorporated under the laws of India and be an existing and going concern in India. Foreign entities interested in participating in the Bid may submit their Bid, provided that they are validly incorporated and registered under the applicable laws of their jurisdiction. In cases where a Foreign entity is participating as part of a Consortium, the Lead Member of such Consortium shall either be incorporated in India or shall undertake to establish a subsidiary in India before the execution of the Contract with AIFF. Foreign entities not bidding through a consortium shall be required to submit an affidavit certifying that such foreign entity will commence operations by opening a subsidiary in India before the execution of the Contract with AIFF. However, it is clarified that in such case, the Selected Bidder's obligation will commence from the date on which the LOA is signed by AIFF and the Selected Bidder.

(b) **Financial Capability:** The Bidder must have Networth of at least INR 30,00,00,000 (Indian Rupees Thirty Crores) at the close of Financial Year preceding the Bid Due Date i.e. FY 2024-2025. In this regard, it is clarified that in the context of any Consortium Bidder, the cumulative Networth of the Consortium Bidder (i.e., the aggregate of Networth of all the Consortium Members), shall be a minimum of INR 30,00,00,000 (Indian Rupees Thirty Crores) at the close of Financial Year preceding the Bid Due Date i.e. FY 2024-2025. In case the audited financial statements for FY 2024-25 are not available, then the provisional financial statements attested by a Chartered Accountant shall be

submitted by the Bidder. Further, the Networth of a Group Entity may be considered to satisfy the Networth requirement only if such Group Entity is a part of the Consortium bidding for rights under this RFP. If the Group Entity is not part of the Consortium, a Bidder may rely on the Networth of a Group Entity of one of the Consortium members, provided that such Group Entity issues an annual rolling bank guarantee for an amount equivalent to the Guaranteed Payment for the duration of the Term.

"Networth" shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. In the case of Limited Liability Partnerships (LLPs) or other entities that do not have subscribed and paid-up equity, "Networth" shall be construed as the sum of partners' capital contributions and accumulated retained earnings (including undistributed profits), from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off, accumulated losses, and reserves not available for withdrawal or distribution to partners.

(c) **Fit and Proper Person:**

For determining whether a Bidder is a 'Fit and Proper Person', the BEC may take the indicative criteria mentioned in this section.

(i) Financial integrity of the Bidder.

(ii) Ability of the Bidder to undertake all obligations and exploit all rights set out under the RFP.

(iii) The Bidder must not have been convicted by any court of a criminal offence involving moral turpitude, fraud, or financial misconduct.

(iv) The Bidder must not be involved in any pending or ongoing litigation, arbitration, or other claims, whether initiated by the Bidder against the AIFF or by the AIFF against the Bidder.

(v) The Bidder is in breach of any obligations under contracts entered into with AIFF and/or any of its member associations, and such breach has not been remedied, in spite of notice being provided in relation to such breach.

(vi) Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017 (provided such debarment is still existing).

(vii) Absence of any disqualification as specified below:

I. Conviction of the Bidder or any of its respective directors, partners, executives, or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or any other law for the time being in force.

II. Admission of an application for winding up, or liquidation under Applicable Laws against the Bidder or any of its or their respective directors and partners.

III. Any action or proceeding being initiated under the insolvency and bankruptcy laws under the Applicable Law, including but not limited to declaration of insolvency or bankruptcy, disqualification or derecognition by any professional body being initiated against the Bidder.

IV. Current or previous banning of the Bidder or its respective directors, partners, executives, or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason.

V. Default by the Bidder or any of its or their respective directors of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) Financial Years preceding the Bid Due Date.

VI. Blacklisting of the Bidder by any government authority.

4.3 Consortium, joint ventures or joint bidders (each a "**Consortium**" and each entity in the Consortium referred to as a "**Consortium Member**") may submit a Bid ("**Consortium Bid**") provided that:

(a) each Consortium Member which has submitted a Consortium Bid must be a Fit and Proper Person and Conflict of Interest provisions under this RFP will apply to each member of the Consortium;

(b) each Consortium Member is jointly and severally liable for the acts of the other Consortium Member(s) forming a part of the Consortium in relation to its Bid;

(c) in the event the Consortium is declared the Selected Bidder, it shall incorporate a special purpose vehicle (the "**SPV**") under the laws of India, for entering into the Contract with AIFF and for performing all its obligations in terms of the Contract. However, it is clarified that in such case, the Selected Bidder's obligation will commence from the date on which the LOA is signed by AIFF and the Selected Bidder.

(d) For each Consortium:

(i) there must be no more than three (3) Persons who are members in the Consortium;

(ii) the Consortium must fully describe in its Bid the relevant Consortium agreement and all relevant arrangements in relation to the Consortium, and produce the same upon request;

(iii) the Consortium must nominate one (1) Consortium Member as the lead member ("**Lead Member**"), who shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, signed by all the other Consortium Member(s). Lead Member shall be the contact person for AIFF in relation to this RFP and any Bid submitted by it, and AIFF shall deal with such Lead Member in place of the remaining Consortium Member(s) in relation to this RFP and any Bid submitted by such Consortium.

(e) Any Person who is part of a Consortium will not be eligible to submit any other Bid, whether individually or as part of any other Consortium, and Conflict of Interest provisions under this RFP will apply to each member of the Consortium.

5. RFP PROCESS

5.1 This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP is not exhaustive and does not necessarily contain all the relevant information in relation to the Bid process.

5.2 AIFF reserves the right to withdraw the RFP and/ or amend the requirements or information contained in this RFP at any time prior to the Bid Due Date, save in relation to the Eligibility Criteria.

5.3 AIFF reserves the right to**:**

(a) rank the Bidders in order of the attractiveness of the respective Bids submitted.

(b) accept or reject any or all Bids (including the most competitive Commercial Bid) in its absolute discretion, without assigning any reasons for the same.

(c) extend the time for submission of Bids at its sole discretion at any time before the Bid Due Date, in case of any amendments in the RFP, with the amended RFP to be duly notified on the Website and the same to be binding on all the Bidders.

5.4 In the event of any misstatement or misrepresentation being discovered or detected in the information furnished / documents submitted by the Bidder in response to this RFP or at any later stage or in the event of any contravention by the Bidder of any condition or criterion stipulated by AIFF, AIFF shall have the right to terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by AIFF to the Bidder as damages or penalty. The penal provisions as stated in Earnest Money Deposit declaration, submitted by the Bidder, shall stand forfeited forthwith, without any further notice from AIFF.

5.5 AIFF will not be liable for any costs, damages or losses arising out of, or in relation to the Bid process, incurred by any Bidder participating in this RFP, if AIFF decides to cancel or withdraw the RFP, for any reason whatsoever. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by AIFF to facilitate the evaluation process.

5.6 The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:

(a) examined and understood the extent of the rights, obligations and other information made available in writing by AIFF, for the purpose of this RFP;

(b) examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and

(c) satisfied itself as to the correctness and sufficiency of the RFP.

5.7 Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with AIFF or any of its partners in relation to this RFP. Any clarifications and all information must be sought via e-mail only to <legal@the-aiff.com>. No queries shall be entertained by AIFF after scheduled date and time mentioned in Section 9, unless notified otherwise by AIFF.

6. COMMERCIAL RIGHTS

6.1 The Successful Bidder upon entering into the Contract with AIFF ("**Rights Holder**") shall be granted the Commercial Rights for the Term, on an exclusive basis within the Territory, subject to the terms of the Contract, Applicable Laws as well as any operation requirements that shall arise during the course of the Term, collectively for the Competitions (including all the Matches and any other programmes created in relation to the Competitions):

(a) The Rights Holder will have the right to be designated as the title sponsor for each of the Competitions or appoint any other entity as the title sponsor for each of the Competitions. For example, in the event an entity named 'ABC' is appointed as the Rights Holder, the I-League to be held in the season 2026 may be referred to as the ABC I-League. However, ABC may also have the right to appoint an entity 'DEF' as the title sponsor for the I-League;

(b) The Rights Holder will have the right to distribute the Feed by licensing it for Broadcast in accordance with the terms of this RFP;

(c) The Rights Holder shall have the right to use and commercialise Match presentation elements, including but not limited to the coin toss, player walkouts, and stadium tunnels.

(d) The Rights Holder shall have the right to use and/or commercialise the Feed by selling, including but not limited to, the following designations to sponsors in relation to the Broadcast: (i) Title Sponsor (to the extent the Rights Holder does not exercise its right under sub-section (a) above); (ii) Co-Sponsor; (iii) Associate Sponsor; (iv) Powered by; (v) Co-powered by; and any other designation determined by AIFF from time to time.

(e) Subject to the Competition(s) Regulations, Section 6.1 (f) below and AIFF's prior written approval, the Rights Holder shall have the right to install static or digital perimeter hoardings at any venue for Competitions. The Rights Holder may use and/or sell exposure on such static or digital perimeter hoardings subject to any rights awarded to existing sponsors of AIFF and retained by AIFF under the Contract. It is however clarified that in case of static perimeter boards, one center board directly behind the camera facing side at the half-way line would be reserved for the AIFF to display the name and logo of the Competitions. Additionally, the Rights Holder shall have the rights to stadium and venue branding beyond digital perimeter boards, including stadium masking and branding in consultation with clubs; provided that all related expenses shall be borne by the Rights Holder. It is clarified that non-centralized competition assets such as non-field-of-play branding shall remain with the respective clubs.

(f) The Rights Holder shall have access to sixty per cent (60%) of the total commercial inventory on all central collaterals, including press conference backdrops, perimeter boards, and LED boards, in relation to the Commercial Rights which shall also include on-ground sponsorship rights, venue branding, static boards, and digital boards. The commercial inventory will be allocated in accordance the split as follows per Match: sixty per cent (60%) to the Rights Holder, ten per cent (10%) to AIFF, and thirty per cent (30%) to the clubs participating in the Competitions. The Rights Holder may use and monetise their allocated commercial inventory rights subject to the terms agreed upon in the Contract. The allocation to clubs will be further governed by an agreement entered into by the participating clubs with AIFF.

(g) The Rights Holder shall have the right to use and/or sell all free commercial time relating to the Broadcast of the Feed, which time shall only be exploited before the start of a match, after the end of the match (but during programming related to the match) and between two (2) halves of a match or other breaks recognized by the Rules of Football;

(h) The Rights Holder shall be entitled to commercialise broadcast elements that can be incorporated into the Broadcast without obstructing the flow of play during the Matches including score bug, replay bug and other in-Match inventory as per the Competitions Regulations or any applicable AIFF regulations, or as may be mutually agreed between AIFF and the Rights Holder;

(i) The Rights Holder shall be entitled to non-live content rights in relation to the Matches including social media content, highlights, Match-day clips, with distribution mechanisms and embargo periods for non-commercial usage by clubs and AIFF to be detailed in the Contract;

(j) The Rights Holder shall have the right to shoulder content rights in relation to the Competitions which shall include without limitation docuseries, behind-the-scenes access, player storytelling, feature formats;

(k) The Rights Holder shall have the rights to manage digital platforms in relation the Competitions including the official website, app, OTT channel (if applicable), and social media channels;

(l) The Rights Holder shall have rights to allocate Match tickets, including hospitality and general admission, subject to the total ticket inventory provided by each club;

(m) The Rights Holder shall have exclusive rights to use, commercialize, and license intellectual property associated with the Competitions, including trophies, awards, mascots, anthems, merchandising and collectible rights, including apparel, trading cards, figurines, and digital collectibles and all existing Competitions'-related intellectual property such as images, videos, and logos; and

(n) While AIFF shall be the owners of all data rights relating to the Competitions, the same shall be licensed to the Rights Holder for use during the Term, on terms and conditions described in the Contract.

(o) The Rights Holder shall have access to Players to be provided by AIFF on a best effort basis, subject to availability of the players, coaches and managers at the Rights Holder's cost and not as a deemed obligation of AIFF for the following:

(i) at the Rights Holder's request, AIFF shall request the teams participating in Competitions to provide the Rights Holder with access to the players, coaches and managers participating in such Competition, provided that such request is reasonable and is made with sufficient time for AIFF to reasonably request the teams for such access;

(ii) such access shall be provided at the request of the Rights Holder, only for the purpose of creating audio visual promotions, video clips, ad films, meet and greets, football development activities and any other promotional activity in relation to the Competitions;

(iii) for the purpose of promoting or increasing the viewership of the Competitions, take reasonable efforts to ensure that the Rights Holder has the right to photograph the players, coaches and managers participating in the Competition(s), as well as the right to film, televise, photograph, identify and otherwise record the player and her performance during the season and periods ancillary thereto, including training and press conferences; and

(iv) AIFF shall take reasonable measures to provide the Rights Holder with the right to (i) use the audio-visual and/or visual and still images of players, coaches and managers participating in the Competition(s) in advertisements and/or promotions of forthcoming coverage of the season of the Competitions on any platforms.

However, the Rights Holder shall ensure that such access shall not result in endorsement of a brand or a product and only promotes the Competitions, while not infringing on a player, coach or manager's personal image rights and any of their contractual obligations.

(p) The Rights Holder shall have the Right of First Refusal ("**ROFR**") to be offered an extension of the grant of Commercial Rights by AIFF upon expiry of the Term for the Competitions. AIFF shall notify the Rights Holder of any such grant opportunity twelve (12) months prior to the expiration of the Term. The Rights Holder shall have the option to exercise its ROFR and negotiate to extend its acquisition of the Commercial Right rights for a period up to 6 (six) months before the expiry of the Term ("**ROFR Period**"). Should the Rights Holder elect not to proceed or fail to respond within the ROFR Period, AIFF shall be free to negotiate and finalise arrangements with third parties without any further obligation to the Rights Holder. No additional "right to match" or similar rights shall apply after the ROFR opportunity is declined or ROFR Period lapses, and the Rights Holder shall have no subsequent right to revisit or match terms offered to any third party.

(q) Unless mutually agreed otherwise by AIFF and the Rights Holder, the ROFR described above shall be exercised on the same terms and conditions prescribed in the Contract, except in relation to the Guaranteed Payment. The Guaranteed Payment for the renewed term of the Contract shall be a

minimum of 20% (twenty per cent) of the Gross Revenue relating to the last season conducted during the Term or a cumulative indexation of 10% (ten per cent) applied on the Guaranteed Payment during the Term (whichever is higher).

Notwithstanding anything contained herein, the AIFF may, after mutual discussion with the Rights Holder, procure sponsors for the Competition and/or for the Broadcast. AIFF shall retain 20% (twenty per cent) of such sponsorship amounts for creation of commercial value for the Competitions, and the remaining 80% (eighty per cent) shall be released to the Rights Holder, and such amounts shall form part of Gross Revenue (*as defined hereinafter*).

6.2 **Consideration**

(a) In consideration of the Rights granted in Section 6.1 above, the Rights Holder will be required to provide the following:

(i) Produce and distribute the Feed relating to each Match forming a part of the Competitions, by itself or through an AIFF approved sub-licensee, on a live basis as notified by AIFF, on a free, social media, pay-per-view or pay basis, in full or in part, in English language and any other languages as it deems fit, subject to any restrictions that AIFF may impose in the Contract.

(ii) Facilitate Broadcast of each Match forming a part of the Competition, by itself or through an AIFF approved sub-licensee, once, on a live and delayed basis (including any repeats and highlights) and produce the Feed of the Competitions in accordance with prescribed camera set up and maximum production costs set out in Annexure D and a minimum specified standard of production, streaming and stadium facilities must be ensured for every Match to provide adequate visibility for all club sponsors and partners as laid out in the Contract.

(iii) Facilitate and/or provide coverage of the Competitions on a linear channel and/or platform that has prior experience of broadcasting national and/or international football cup and/or league competitions.

(iv) Ensure that all sponsors and commercial partners procured by the Rights Holder for the Competitions are engaged in activity that is not prohibited under Applicable Law and does not conflict with AIFF's existing sponsors, values, or the vision of men's football in India;

(v) Adhere to the Guaranteed Payment and Net Revenue Allocation mechanism set out in Part A and Part B of Annexure E respectively applicable to all stakeholders, including AIFF and the clubs participating in the Competitions, their respective share of the Guaranteed Payment and Net Revenue within a period as determined by AIFF, together with a detailed statement showing the calculation of Net Revenue and the allocation to each stakeholder.

For the purposes of this Agreement, "**Net Revenue**" shall mean all Gross Revenue (as defined herein), less applicable taxes, levies, and statutory deductions required by law, agent fees in relation to the exercise of the Commercial Rights and other expenses incurred by the Rights Holder and approved by AIFF in writing which would be disclosed in accordance with obligations under the Contract.

(vi) Actively exploit all Commercial Rights granted under Section 6.1, in a manner that maximizes commercial value for AIFF and the Rights Holder, maintains the brand reputation of the Competitions, complies with all applicable laws, and does not conflict with AIFF's existing commitments, and provide regular reporting to AIFF on all commercial activities and revenue generated.

(vii) provide a performance security equivalent to the value of the Guaranteed Payment in each year during the Term, on an annual, rolling basis which AIFF may invoke, in case of any breach in the payment of the Guaranteed Payment by the Rights Holder The manner and terms of provision of the performance security shall be detailed in the Contract.

(b) In consideration of availing of and exercising the Commercial Rights, the Rights Holder shall pay to AIFF the Fees as set out in Section 6.1 of this RFP.

(c) **Reserved Rights**: All rights not specifically granted to the Rights Holder shall be reserved to AIFF and may be exercised or exploited by AIFF itself, or granted to third parties, on terms determined by AIFF in its absolute discretion.

7. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

7.1 The Bidder shall furnish along with its Bid, a Bid Security/ Earnest Money Deposit (EMD) for an amount of **INR 3,00,000 (Indian Rupees Three Lakhs only).**

7.2 The Bid Security is required to protect AIFF against the risk of the Bidder's unwarranted conduct as amplified under subsequent sections of this RFP. Non-submission of Bid Security shall be considered as a major deviation and hence, any Bid made without furnishing Bid Security shall not be considered valid by AIFF.

7.3 In the event the Bidder is exempted from furnishing such Bid Security pursuant to any notification of AIFF to that effect, then the Bidder shall furnish the relevant notification along with required documents. If no such notification or relevant documents is furnished along with the Bid, the Bid shall be treated as unresponsive and shall be summarily ignored without any further reference.

7.4 The Bid Security shall be furnished in one of the following forms:

(a) Any online acceptable method (NEFT/RTGS) as per the following details (the Bidder must submit a copy of UTR No. in case the transaction is done by this method):

A/C NAME: All India Football Federation

A/C NUMBER: 10076105671

BANK NAME: IDFC First Bank

BANK BRANCH: Gurgaon Golf Course Road Branch

A/C TYPE: Savings

IFSC CODE: IDFB0021001

(b) Demand Draft/Bankers Cheque/Fixed Deposit Receipt from a Scheduled Commercial Bank drawn in favor of All India Football Federation on or before the Bid Due Date, and a scanned copy of the same shall be submitted along with the Technical Bid submitted under this RFP.

7.5 The Bid Security shall be valid for a period of 45 (Forty-Five) days beyond the validity period of the Bid as mentioned in Section 8.1.

7.6 The Bid Security of unsuccessful Bidders will be returned within one (1) month of signing of the Contract by the Selected Bidder.

7.7 The Bid Security of successful Bidder will be returned without any interest after execution of the Contract.

7.8 The Bid Security may be forfeited if a Bidder:

(a) Withdraws or amends or impairs or derogates its Bid during the period of Bid validity or any extension thereof without the prior written approval of AIFF; or

(b) Fails to accept orders issued in its favour for execution, and/or violates the terms and conditions of the Contract; or

(c) Successfully qualifies for the Bid but fails to sign the Contract within the stipulated time; or

(d) If the Bidder tries to influence the Selection Process; or

(e) If any misrepresentation of facts is discovered in the Bid.

8. BID VALIDITY

8.1 The Bids shall be valid for a period of forty-five (45) days from the date of submission of the Bids. A Bid valid for a shorter period may be rejected as non-compliant. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.

8.2 AIFF shall make its best effort to complete discussions/clarifications within this period. However, in exceptional cases, the Bidders may be requested by AIFF, to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, shall extend the same without any change or modification of their original Bid.

8.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for AIFF, the Bid validity shall automatically be extended up to the next working day.

9. BID SCHEDULE

The schedule and various other details for submission of Bids have been set out below:

S.No.	INFORMATION	DETAILS
1	Publishing of RFP online	28 November 2025
2	Last date for submission of written queries for clarifications. Bidders who are interested to participate in Pre-Bid Conference should confirm the same by sending an email confirmation by this date (Refer Section 10.3)	5 December 2025
3	Date of Pre-Bid Conference (Video Conference)	6 December 2025
4	Issuance of responses to written queries	8 December 2025
5	Last date (deadline) for Bid submission ("**Bid Due Date**")	13 December 2025 by 1700 hrs IST
6	Opening of Technical Bids	14 December 2025
7	Technical Presentation by the Bidders	To be intimated
8	Opening of Commercial Bids	To be intimated

AIFF reserves the right to amend/vary or discontinue the process or any part thereof at its absolute discretion at any point of time.

10. BIDDERS' QUERIES AND RESPONSES THERETO

10.1 All enquiries from the Bidders relating to this RFP must be submitted exclusively to <legal@the-aiff.com>.

10.2 All enquiries or requests for clarification should be sent to AIFF through email only. AIFF shall not be responsible for ensuring that Bidders' enquiries have been received by them. AIFF shall provide a timely response to all questions to all the Bidders. However, AIFF makes no representation or warranty as to the completeness or accuracy of any response, nor does AIFF undertake to answer all the queries that have been posed by the Bidders. All responses given by AIFF will be distributed to all the Bidders by uploading them on the Website.

10.3 AIFF will host a pre-bid conference, scheduled as per the details in Bid Schedule in Section 9 ("**Pre-Bid Conference**"). AIFF shall conduct the Pre-Bid Conference by virtual methods. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss Bidders' queries, together with proposed solutions. AIFF shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the Pre-Bid Conference. Bidders who are interested to participate in Pre-Bid Conference should confirm the same by sending an email confirmation to the email ID provided at Section 10.1. The email confirmation shall be sent on or before the date mentioned in Section 9. Invitation (link for virtual meeting) to the Pre-Bid Conference will be sent against the receipt of email confirmation only.

10.4 Within two (2) days from the Pre-Bid Conference, AIFF shall issue responses to all the Bidders' written queries raised prior to the Pre-Bid Conference or at the Pre-Bid Conference, together with any other revised documents (if required).

11. SUBMISSION OF BID

11.1 All documents are to be submitted by the Bidder as password-protected PDF or scanned copies. The Technical Bid and the Commercial Bid shall be attached to the email as separate files, and there shall be no reference to the Commercial Bid or its contents in the Technical Bid.

11.2 The Bidder is required to submit the following:

(a) Eligibility Criteria documents as mentioned in this RFP;

(b) Technical Bid as mentioned in this RFP;

(c) Commercial Bid as per this RFP and as per the format provided at Annexure C;

(d) Bidder must complete and sign the Undertakings at Annexure A and Annexure B and required documents;

(e) The Bid should be filled by the Bidder in English language only; and

(f) Hard copy of the Bids shall not be entertained whatsoever.

11.3 The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc. and AIFF, under the instructions from BEC, reserves the right to reject the Bids submitted in contravention of the Operational Rules.

11.4 The Bids shall be valid for a period as mentioned under Section 8.

11.5 Bidder must ensure that the Technical Bid soft copies do not contain any commercial items /prices.

11.6 In exceptional circumstances, AIFF under the instructions from BEC may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

11.7 The Bid should be unconditional. In case of any condition, the Bid shall be treated as non-responsive and disqualified.

11.8 Where applicable, the Bid should be in the prescribed format only. It should also be accompanied by all the requisite documents, as described in this RFP.

11.9 Rejection of Technical Bids

(a) In addition to any other reasons stipulated in this RFP, Technical Bids may be rejected under any of the following circumstances:

(i) incomplete Bids that do not provide for the complete scope of services as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder; or

(ii) information that is found to be incorrect / misleading at any stage; or

(iii) inclusion of Commercial Bid details in a Technical Bid, or Technical Bids that reveal financial quotations or terms, in any form; or

(iv) non-fulfilment of the Eligibility Criteria, set out in Section 4, by the Bidder; or

(v) Bids made through telefax/telegraph/fax/by post; or

(vi) Bids which do not confirm unconditional validity of the Bid for forty five (45) days from the date of submission of the Bid; or

(vii) Bids which do not conform to any format prescribed in this RFP; or

(viii) If the Bid does not conform to any other conditions laid down by AIFF under the Operational Rules or this RFP.

11.10 Rejection of Commercial Bids

(a) In addition to any other reasons stipulated in this RFP, Commercial Bids may be rejected under any of the following circumstances:

(i) incomplete Bids that do not set out the Fees (as defined herein) for the complete scope of work as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder; or

(ii) commercial bids made through Telefax/Telegraphic/Fax/ by post; or

(iii) Bids which do not confirm unconditional validity of the Bid for forty five (45) days from date of submission of the Bid; or

(iv) Bids which do not conform to any format prescribed in this RFP; or

(v) If the Bid does not conform to any other conditions laid down by AIFF under the Operational Rules or this RFP.

Other Reasons for Rejection of Bids

(b) In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the

following circumstances:

(i) Bids in which the Bidder seeks to influence BEC's bid evaluation, bid comparison, or contract award decisions; or

(ii) Bids that are submitted late or are found to be incomplete will be rejected.

11.11 Correction of Errors

(a) Bidders are advised to exercise adequate care in quoting the figures. No excuse for corrections in the quoted figures will be entertained after the Commercial Bids are received by AIFF.

(b) Arithmetic errors in Bids will be corrected as follows:

(i) In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

(ii) The amount stated in the Bid, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall Bid to fall, in which case the higher price shall govern.

12. CONFIDENTIALITY

12.1 Information relating to the evaluation of proposals, as part of the Selection Process and recommendation concerning awards made by the BEC, shall not be disclosed to the Bidders who submitted Bids or to other persons that are not officially concerned with the process, until the signing of the Contract. The undue use by any Bidder of any information related to the Selection Process may result in the rejection of its Bid and blacklisting by AIFF. The Selected Bidder and its representatives shall not, either during the term or after the expiration of the Contract, disclose any proprietary information or confidential information relating to the services, contractor business, or operations of AIFF without the prior written consent of AIFF.

12.2 All information and documents that are furnished by the Bidder will be treated as strictly confidential by AIFF and shall not be disclosed by AIFF to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

13. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

13.1 Documents supporting the Eligibility Criteria as laid down in this RFP forming a part of the Technical Bid, in a password protected pdf format, including:

(a) Certificate of incorporation or any other document evidencing registration;

(b) A certificate issued by a licensed chartered accountant certifying the Networth at the close of Financial Year preceding the Bid Due Date i.e. FY 2024-2025. In the case of a Consortium, such certificate shall be submitted for each Consortium Member. Such certificate should include the UDIN applicable to such attestation.

(c) Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years preceding the Bid Due Date i.e. FY 2022 – 2023, FY 2023 – 2024 and FY 2024-2025. In case the audited financial statements for FY 2024-25 are not available, then the provisional financial statements attested by a Chartered Accountant shall be submitted by the Bidder.

(d) A certificate issued by a licensed chartered accountant certifying the aggregate amounts of sponsorships raised in the last 5 calendar years (CY2020 - CY2025), specifically for sporting and/or live events in or outside India. In the case of a Consortium, such certificate shall be submitted for all

those Consortium Members who are claiming experience under the evaluation criteria mentioned at Section 14.4 of this RFP. Such certificate should include the UDIN applicable to such attestation.

(e) Self-Attested Declaration to establish the past experience of the Bidder (and/or any of its members in case of Consortium) in curating, producing, selling, distributing and managing sponsorship, media and other commercial rights relating to sports events and/or live events; Such declaration should mention the number of broadcast hours across sporting and/or live events managed and delivered annually in the last 5 years (i.e. during CY2019- CY2024).

(f) Technical presentation and any associated supporting documents.

(g) A true copy of an appropriately notarized power of attorney or a certified true copy of a duly executed board resolution, in each case authorizing the relevant representative to sign all relevant documents asked in this RFP on behalf of the Bidder (of each Member in case of a Consortium).

(h) In the case of a Consortium, the Consortium Members (authorized representative of each Consortium Member) should submit a Power of Attorney authorizing the Lead Member to sign all relevant documents asked in this RFP on behalf of the Bidder.

(i) Undertaking that the Bidder meets the Fit and Proper Person criteria as laid down in this RFP. To be submitted by each Member in case of a Consortium.

(j) A copy of the PAN Card and GST Registration of the Bidder.

(k) Undertaking in format annexed at Annexure A and Annexure B.

14. EVALUATION OF BID

14.1 From the time the Bids are opened to the time that the Contract is awarded, the Bidders should not contact AIFF on any matter related to its Bid. Any effort by the Bidder(s) to influence AIFF in the examination, evaluation, ranking of Bids, and recommendation for award of Contract may result in the rejection of the relevant Bidder's Bid forthwith.

14.2 AIFF shall constitute the BEC consisting of three (3) members for the selection or shortlisting of the Bid.

14.3 The BEC shall evaluate the Bid with reference to the RFP, considering the evaluation criteria described herein:

(a) Instructions issued to Bidders shall be considered for evaluation of the Bids.

(b) The Selection Process shall consist of two (2) parts: first, the evaluation of the Technical Bid, and then the evaluation of the Commercial Bid.

(c) Only those Bidders obtaining a minimum score of 50% (fifty per cent), i.e., twenty-five (25) or more points in the evaluation of their Technical Bid would be eligible to be evaluated in the second part of the Selection Process. A Bidder who gets the prescribed minimum points in the Technical Bid evaluation shall constitute a "**Qualified Bidder**".

(d) In determining the final selection of the Bidders, the Bids of Qualified Bidders that have the highest value in their Commercial Bid will be given a financial score of one hundred (100), and the other Bids will be given financial scores that are inversely proportional to their value.

(e) The "**Selected Bidder**" shall be determined by AIFF on the basis of the scores achieved by the Bidders in accordance with the process set out in Section 14.5 below. In the event, two or more Qualified Bidders achieve the same score, the Qualified Bidder with the higher score in the Technical

Bid evaluation, shall be declared as the Selected Bidder. In case there is a tie among Qualified Bidders on above criterions, a draw of lots will be done to identify the Selected Bidder.

(f) In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), AIFF may invite all the remaining Qualified Bidders to extend their respective Bid Security, as necessary, and match the Commercial Bid of the aforesaid Highest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Qualified Bidder matches the Highest Bidder, it shall be declared as the Selected Bidder. If two or more Qualified Bidders match the said Highest Bidder in the second round of bidding, then the Qualified Bidder with higher score in the Technical Bid evaluation, shall be declared as the Selected Bidder. In case there is a tie among Qualified Bidders on above criterions, a draw of lots will be done to identify the Selected Bidder.

(g) In the event that no Qualified Bidder offers to match the Highest Bidder in the second round of bidding as specified in Section 14.3.(f), AIFF may invite fresh Commercial Bids (the "**third round of bidding**") from all Qualified Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Qualified Bidders are invited in the third round of bidding to extend their Bid Security, as necessary, and offer fresh Commercial Bids, they shall be eligible for submission of fresh Commercial Bids provided, however, that in such third round of bidding only such Commercial Bids shall be eligible for consideration which are higher than the Commercial Bid of the second highest Bidder in the first round of bidding. In the event, two or more Qualified Bidders quote the same amount of highest 'Guaranteed Payment' in the third round of bidding, then the Qualified Bidder with the higher score in the Technical Bid evaluation, shall be declared as the Selected Bidder. In case there is a tie among Qualified Bidders on above criterions, a draw of lots will be done to identify the Selected Bidder.

14.4 The criteria, sub-criteria, and relevant points for evaluation to be followed to evaluate the Technical Bid shall be as follows:

S.No.	Criteria	Maximum Points
1	Prior experience in curating, selling, distributing and managing sponsorship, media and other commercial rights relating to multi- venue, events in India.	15
2	Aggregate amounts spent on marketing and promotional activities in relation to events mentioned at S No 1 above.	15
3	**For I-League**: Viewership reach of the sports television channels (with a pan-India reach) on which the Competitions are proposed to be Broadcast (average viewership reach for the immediately preceding six months) and viewership reach of the platforms on which the Competitions are proposed to be streamed (average viewership reach for the immediately preceding six months). **For I-League 2 and I-League 3**: Viewership reach of the sports television channels (with a pan-India reach) on which the Competitions are proposed to be Broadcast (average viewership reach for the immediately preceding six months) and/or viewership reach of the platforms on which the Competitions are proposed to be streamed (average viewership reach for the immediately preceding six months).	10

S.No.	Criteria	Maximum Points
4	Technical Presentation (basis content utilization plan and promotion & marketing plan for the Matches) *Note:* • *AIFF may call upon any or all the Bidders to make a presentation to BEC on the aspects listed under in this criterion.*	10

14.5 The method of identification of the Selected Bidder shall be on the basis of quality & cost-based selection weighted on a 70:30 ratio. AIFF shall identify the Selected Bidder in accordance with the quality & cost based selection method set out hereinbelow:

(a) in identifying the Selected Bidder, the scores obtained by a Bidder on their Technical Bid will be given a weightage of 70% (seventy per cent) on the basis of the criteria for evaluation set out in the RFP in Section 14.4;

(b) the financial proposals of eligible Bidders as per the Commercial Bid, after being ranked in a manner described in the RFP in Section 14.3(d) shall be allocated a weightage of 30% (thirty per cent); and

(c) To determine the total score allotted to the eligible Bidders, the following formula shall be employed:

(i) Total Score: (0.7 x Technical Bid score) + (0.3 x Commercial Bid score), where Technical Bid score shall stand for the total marks awarded to the Technical Bid of a Bidder by the BEC, and the Commercial Bid score shall stand for the marks awarded to the Commercial Bid of a Bidder by the BEC under Section 14.3(d) of the RFP.

(ii) The Bids will then be ranked in descending order, on the basis of the total points scored. The proposal with the highest points will be ranked highest and be identified as the Selected Bidder.

For example, if the Technical Bid of a Bidder has been awarded thirty (30) marks, and the said Bidder's Commercial Bid is also the highest quoted amount to AIFF, then the formula shall be applied in the following manner: Total Score = (0.7 x 30) + (0.3 x 100) resulting in a total Score = 51.

15. DECLARATION OF SELECTED BIDDER; SIGNING OF CONTRACT

15.1 After ranking of all Qualified Bidders, AIFF shall issue an LoA to the Selected Bidder and promptly notify all other Bidders who have submitted Bids about the decision taken. The LoA shall be issued, in duplicate, by AIFF to the Selected Bidder, who shall, within three (3) days of the receipt of the LoA, sign and return the duplicate copy of the LoA, in acknowledgement thereof.

15.2 In the event, the duplicate copy of the LoA signed by the Selected Bidder is not received by AIFF within the timeline stipulated in Section 15.1 above, AIFF may, unless it awards an extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure to enter into the Contract. In such a case, AIFF may award a new LoA to any Bidder other than the Bidder who did not submit the highest Bid value. Such Bidder shall then be referred to as the Selected Bidder.

15.3 The Selected Bidder and AIFF shall sign the Contract, and each party shall retain one original of the signed Contract. Further, concurrent with the signing of the Contract, the Selected Bidder shall submit bank

guarantee of INR 6,00,00,000 (Indian Rupees Six Crores only) as per the terms of the Contract.

16. **COMERCIAL CONSIDERATION**

16.1 The Selected Bidder would pay Governance and Development Fees ("**Fees**") to AIFF in the following manner:

Year 1	'Guaranteed Payment' or 5% of 'Gross Revenues' (whichever is higher)
Year 2	'Guaranteed Payment' or 5% of 'Gross Revenues' (whichever is higher)
Year 3	'Guaranteed Payment' or 5% of 'Gross Revenues' (whichever is higher)
Year 4	'Guaranteed Payment' or 5% of 'Gross Revenues' (whichever is higher)
Year 5	'Guaranteed Payment' or 5% of 'Gross Revenues' (whichever is higher)

16.2 '**Guaranteed Payment**' shall be the amount quoted by the Selected Bidder in its Commercial Bid subject to a minimum of **INR 6,00,00,000 (Indian Rupees Six Crores only)** for each year during the Term. The amount quoted by the Bidder shall be excluding applicable service tax.

16.3 The Bidders shall have the option to acquire the Commercial Rights for only one, two, or all three of the Competitions (I-League, I-League 2, and I-League 3), with respective Guaranteed Payments of;

(a) INR 4,00,00,000 (Indian Rupees Four Crores only) for the I-League;
(b) INR 1,25,00,000 (Indian Rupees One Crores Twenty-Five Lakhs only) for the I-League-2; and
(c) INR 75,00,000 (Indian Rupees Seventy Five Lakhs) for the I-League-3.

The respective payments for bidding on individual Competition(s) will be as specified above, and Bidders may choose any combination of these Competitions to bid for, with total Guaranteed Payment payable shall correspond to the Competitions selected and successfully acquired by the Bidder.

16.4 '**Gross Revenues**' shall mean the aggregate of all gross revenue, of any kind whatsoever, generated and received by the Selected Bidder in connection with or pursuant to or as a consequence of the exploitation of the Commercial Rights. For the purposes of clarity, any arrangements with an 'in kind' element, a percentage of the total value of such arrangement shall be calculated in the amount of Gross Revenues. As an illustration, a sponsorship package worth Indian Rupees One Crore (INR 1,00,00,000) that has Indian Rupees Fifty Lakhs (INR 50,00,000) in cash and Indian Rupees Fifty Lakhs (INR 50,00,000) worth material in kind, and the predetermined discount of 'in kind' elements shall be set at twenty five per cent (25%) (for example) then for the purpose of Gross Revenue calculation, Indian Rupees Fifty Lakhs (INR 50,00,000) cash element + (twenty five per cent (25%) of Indian Rupees Fifty Lakhs (INR 50,00,000)) or Indian Rupees Twelve Lakh Fifty Thousand (INR 12,50,000) would be considered, ascertaining the total value of the deal at Indian Rupees Sixty Two Lakh Fifty Thousand (INR 62,50,000). Certain categories that have no cash element or direct revenue and serve solely to promote the Competitions shall be exempt from the Gross Revenue calculation. Additionally, any arrangements that directly subsidise the operational expenditure of participating clubs will have their 'in kind' or barter value elements excluded from the Gross Revenue calculations as an exception.

16.5 The Selected Bidder shall, as soon as practicable and in any event no later than thirty (30) days following the finalisation of its audited accounts for each year during the Term, submit to AIFF a certificate duly signed by the Selected Bidder's statutory auditor certifying that all sums receivable by the Selected Bidder in relation to the exploitation of the Commercial Rights for the relevant year during the Term have been accurately determined.

(a) **Payment Schedule:** Payment to the AIFF of the Guaranteed Payments will be made in accordance

with the draft Contract. For any particular year in the Term, as per the audited accounts, if the amount of '5% of Gross Revenues' is higher than the 'Guaranteed Payments' payable in that particular year, then the Selected Bidder shall pay to AIFF the difference amount (equivalent to 5% of Gross Revenue for the particular year minus the Guaranteed Payments already paid for the particular year) within thirty (30) days of the finalisation of the audited accounts in respect of the relevant year of the Term.

(b) Notwithstanding the above, if the Rights Holders generates Gross Revenue exceeding the Guaranteed Payments as well as production and marketing costs as laid out in Annexure D but such Gross Revenue does not cover previous season's losses (if any), the Rights Holder shall be permitted to carry forward cumulative losses from previous seasons to protect investments made for the growth of the Competitions. If there are previous season's losses to offset, up to 50% (fifty per cent) of the current season's Net Revenue Allocation may be distributed toward such losses (instead of the standard 40% (forty per cent) Net Revenue Allocation share for the Rights Holder). The remaining Net Revenue will then be distributed on a pro-rata basis according to the Net Revenue Allocation in Part B of Annexure E.

(c) If the Rights Holder acquires Commercial Rights for one or more Competitions, then:

(i) In the event of cancellation of any season for all the Competition(s) to which the Rights Holder holds rights, the Guaranteed Payment obligations of the Rights Holder shall be suspended for the relevant season.

(ii) In the event of suspension of the season of any specific Competition, the Guaranteed Payment obligations shall be proportionally reduced based on the Competition(s) affected, according to the percentages set out in the table below. It is clarified that where one or more Competitions continue while others are cancelled or suspended, 10% (ten percent) of the Guaranteed Payment corresponding to the cancelled or suspended Competition(s) shall still be payable by the Rights Holder. This amount covers the ongoing Commercial Rights for those Competitions that remain exploited by the Rights Holder during the Term, despite cancellation or suspension of other Competitions.

Competition	**Percentage of Minimum Guarantee (in %)**	**Amount (INR)**
I-League	70	4,20,00,000
I-League 2	15	90,00,000
I-League 3	5	30,00,000

(d) All payments to be made under the Contract shall be subject to statutory deductions (such as tax-deducted-at source under the Income Tax Act, 1961, and be exclusive of indirect taxes (such as GST).

(e) Time is an essence in relation to the Selected Bidder's payment obligations hereunder. Interest shall be payable by the Selected Bidder to AIFF on any late payments of any amount including any instalment of Fees at a rate of 12% (twelve per cent) per annum.

17. OTHER TERMS AND CONDITIONS OF THE BID

17.1 All information / details submitted to AIFF shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.

17.2 Save as expressly authorized by AIFF in writing, the Selected Bidder shall not, without the prior express approval of AIFF, incur any liabilities on behalf of AIFF, pledge the credit of AIFF or make any representations or give any warranty on behalf of AIFF.

17.3 The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by AIFF in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between AIFF and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against AIFF and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by AIFF.

17.4 The Bidder must strictly comply with all terms and conditions prescribed herein.

17.5 AIFF reserves the right to call upon any or all the Bidders to satisfy AIFF regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents/information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time before the award of the Contract. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document/information after the submission of its Bid. Further, AIFF may call upon any or all the Bidders to make a presentation to BEC in respect of the capabilities represented by the Bidder at any time before the award of the Contract. Any Bidder who refuses to or otherwise neglects to make such presentation to BEC shall not be considered for any further evaluation and shall stand immediately disqualified from the Selection Process.

17.6 The mere instance of AIFF seeking any clarifications on any aspect of a Bid from the relevant Bidder would not entitle the Bidder to change or cause any change in the substantive part of the documents submitted. Any non-substantive change in the documents submitted shall be made with the leave of AIFF.

17.7 AIFF is under no obligation to declare the Bidder awarded the highest marks for its Commercial Bid as the Selected Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily based on the documents/information provided by the Bidder) shall be a material criterion for awarding the Bid.

17.8 The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of AIFF, such offices, and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of services.

17.9 The Selected Bidder shall receive a performance certificate issued by AIFF to the Selected Bidder upon satisfactory discharge of its services described in this RFP.

17.10 It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors that may have any effect on the execution of the awarded Contract as described in the RFP. AIFF shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made after the submission of the Bid on account of the failure of the Bidder to appraise itself of any legal or local operational conditions / factors.

17.11 AIFF reserves the right to ask for the deployment of resources for coordination and smooth execution of the obligations.

18. **FORCE MAJEURE**

Neither party shall be responsible for any failure to perform due to Force Majeure Events.

19. **INTELLECTUAL PROPERTY RIGHTS**

19.1 The Selected Bidder will ensure that there is no violation of Intellectual Property Rights ("**IPR**") (including *any third party owned intellectual property right*) or any other law in force while rendering the services/exercising the Rights and shall comply with the terms stipulated in the Contract in this regard.

19.2 The Selected Bidder acknowledges that any intellectual property that arises in the performing obligations in terms of the Contract shall vest solely with AIFF. The Selected Bidder agrees to sign any documents and/or issue any waivers to assign such rights to AIFF, with immediate effect. In the event such rights are not assignable, by application of law, then the Selected Bidder shall license such rights, in an unrestricted manner to AIFF, in perpetuity, for no consideration.

20. **INDEMNITY**

20.1 The Bidder shall, at its own cost and expenses, defend and indemnify AIFF against all third-**party** claims arising out of or relating to the performance obligations in terms of the Contract, breach of Contract, including those of infringement of IPR, including patent, trademark, copyright, trade secret or industrial design rights, arising from the actions of the Bidder, in India or internationally. The Bidder shall expeditiously meet and defend any such claims, upon being notified of the same by AIFF.

20.2 If AIFF is required to pay compensation to a third party attributable to the actions of the Bidder, or otherwise on account of any wrongful actions attributable to the Bidder, the Bidder shall fully reimburse AIFF thereof, including all expenses and court and legal fees in relation to such claims.

21. **OTHER CONDITIONS**

21.1 AIFF reserves the right to blacklist a Bidder for a suitable period in case the Bidder fails to honour the Bid without sufficient grounds.

21.2 This RFP does not confer any right to any Bidder on the services rendered/ to be rendered / rights proposed to be extended unless adjudged the Selected Bidder and unless a Contract is executed between it and AIFF.

21.3 If deemed necessary, AIFF may seek clarifications on any aspect from the Bidder(s). However, that would not entitle the Bidder to change or cause any change in the substantive part of the documents submitted. Any non-substantive change in the documents submitted shall be with the leave of AIFF.

21.4 AIFF will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representations during the Selection Process.

21.5 The BEC's decision in respect of the Selection Process and short-listing of Bidders whose Commercial Bid will be evaluated shall be final, and no claims whatsoever in this respect will be entertained. It is clarified that the Selection Process shall be determined purely at BEC's discretion, and no other party shall claim to have a right in determining such methodology and/or shortlisting.

22. **SUBCONTRACTING**

The Selected Bidder may sub-contract some part of the services in this RFP, with the prior written approval of AIFF in compliance with the provisions of the AIFF constitution. However, the Bidder will be entirely and solely responsible for execution and performance of the services and will be wholly responsible and liable for the actions of the sub-contractors.

ANNEXURE A – INFORMATION REGARDING ANY CONFLICT OF INTEREST

[To be forwarded on the letterhead of the Bidder (to be submitted by each member in case of Consortium)]

1. Are there any activities carried out by the Bidder or its Affiliates, which are of a conflicting nature as mentioned in Section 3.2 of this RFP? If yes, please furnish details of such activities along with your Technical Bid.

2. If no, the Bidder (each member in case of Consortium) shall certify the absence of any Conflict of Interest in the following format:

To,

President,

All India Football Federation,

Football House, Sector – 19, Phase 1,

Dwarka, New Delhi – 110 075

Subject: *Absence of Conflict of Interest*

I/We hereby declare that I/our firm, our associate/group firm, am/is not indulging in any activities that can be termed as conflicting activities under Section 3.2 of the RFP. I/We also acknowledge that in case of misrepresentation of the information, our Bid shall be rejected, or the Contract shall be terminated by AIFF with immediate effect.

Signature:

Name (in full):

Name of Organization:

Title:

Date:

ANNEXURE B – FORM OF UNDERTAKING

[To be forwarded on the letterhead of the Bidder / Lead Member of Consortium]

To,

President,

All India Football Federation,

Football House, Sector – 19, Phase 1,

Dwarka, New Delhi – 110 075

I/WE <*insert name*> of <*insert business address*> hereby submit our Bid in response to the Request for Proposal (RFP) for awarding the right to monetise the Commercial Rights belonging to the All India Football Federation for a limited term and undertake to perform the obligations in a manner described in this RFP and the Contract to be signed by us.

I/We understand that AIFF reserves the right to accept / reject any application, and the selection is at the sole discretion of AIFF.

Signature:

Name (in full):

Name of Organization:

Title:

Date:

ANNEXURE C – FORM OF COMMERCIAL BID

[To be forwarded on the letterhead of the Bidder / Lead Member of Consortium]

To,

President,

All India Football Federation,

Football House, Sector – 19, Phase 1,

Dwarka, New Delhi – 110 075

Dear Sir,

I/WE <*insert name*> of <*insert business address*> hereby submit our Commercial Bid in response to the Request for Proposal (RFP) for awarding the right to monetise the Commercial Rights belonging to the All India Football Federation for a limited term and undertake to perform the obligations in a manner described in this RFP and the Contract to be signed by us.

I/we hereby offer and agree to pay AIFF an amount of INR _____ (Rupees _____) as the Guaranteed Payment for each year during the Term.

I/We understand that the amount payable to AIFF is net and exclusive of applicable service taxes.

I/We understand that AIFF reserves the right to accept / reject any application, and the selection is at the sole discretion of AIFF.

Signature:

Name (in full):

Name of Organization:

Title:

Date:

ANNEXURE D- CAMERA SET-UP, MINIMUM STANDARDS AND MAXIMUM PRODUCTION COST

Camera Set-up

S.No	Competition	Coverage for percentage of Matches (in %)	Quantity
1.	I-League	100	6+2 (as detailed below)
2.	I-League 2	100	3
3.	I-League 3	100	3

1. Unless otherwise provided hereinbelow or as agreed between the Rights Holder and AIFF, each Match forming a part of the I-League shall be produced by a camera set-up of at least six (6) cameras. The following requirements form a mandatory part of the requirements of the cameras and lenses in the aforementioned set up.

Camera Description	Model / Make	Quantity
2/3" 3CCD/CMOS HD/4K Camera Chain	Sony HSC-100R / IKAGAMI HDK-79XIIIa / AK-UC4000 / 3300 GSJ	6
Lens Description	**Model / Make**	**Quantity**
Broadcast-quality HD 2/3" ENG Camera Lens (22X / 24x) with extender, including full Servo Kit	CANON	3
Broadcast-quality HD 2/3" ENG Camera Lens (40X / 42X and above) with extender, including full Servo Kit and lens support	FUJINON / CANON	2
Broadcast-quality HD 2/3" ENG Camera Lens (14X) with extender, including full Servo Kit	CANON	1

2. In addition to the minimum six-camera requirement specified above, Matches forming part of the I-League shall utilise two additional cameras for the Broadcast. While these additional cameras shall not be subject to the technical specifications detailed above, they shall remain mandatory and shall meet AIFF's quality standards as specified during the Term.

3. The Rights Holder agrees to commit and allocate production and marketing costs for each Match as follows:

   (a) for each I-League Match: a maximum of INR 5,00,000 (Indian Rupees Five Lakhs only);

(b) for each I-League 2 Match: a maximum of INR 75,000 (Indian Rupees Seventy-Five Thousand only); and

(c) for each I-League 3 Match: a maximum of INR 75,000 (Indian Rupees Seventy-Five Thousand only).

4. The Rights Holder shall ensure that the production quality meets Broadcast standards as specified by AIFF in the Contract including graphics, Commentary, camera coverage, and other Broadcast elements, and that it shall not reduce production quality below the agreed standards to minimize costs. The Rights Holder shall onboard a Broadcast partner who shall ensure pan-India coverage on both linear television and digital streaming platforms (including OTT, VOD, mobile streaming etc.) for I-League Matches. For I-League 2 and I-League 3, Matches may have their Broadcast on linear television and/or digital streaming platforms (including OTT, VOD, mobile streaming etc.), as determined in consultation with AIFF. Under no circumstances however shall the Rights Holder reduce production quality below the agreed standards for the purpose of minimizing costs.

5. In addition to the above, the Rights Holder shall ensure adherence to the following minimum standards at all Competitions' venues:

(a) Lighting: Lighting facilities may not be available at all stadiums. However, where available, a minimum illumination level of 1,200 lux shall be maintained.

(b) Power Backup: Diesel generator (DG) sets shall be provided at all venues to ensure uninterrupted power supply.

(c) Media Areas: Standard media areas shall be made available, subject to the facilities provided at each venue.

(d) Connectivity (for live transmission of the Feed): A minimum internet bandwidth of 100 Mbps shall be ensured for live transmission purposes.

ANNEXURE – E

PART A

GUARANTEED PAYMENT ALLOCATION

(a) The Selected Bidder shall pay AIFF the Guaranteed Payment amount in a manner described in the Contract.

(b) Operational Expenses Deduction**:** All operational costs directly related to conducting the Matches and Competitions, including Match commissioner fees, referee fees, and other Match-day operational expenses incurred by AIFF (collectively, "**Operational Expenses**"), shall first be deducted from the Guaranteed Payment for each season of the Competitions during the Term.

(c) Only in the event that the Rights Holder acquires Commercial Rights for all Competitions collectively, the amount remaining after deducting the Operational Expenses from the Guaranteed Payment (the "**Net Distributable Amount**") shall be allocated among AIFF, the clubs participating in I-League, I-League 2 and I-League 3 respectively, as follows:

S No	Stakeholder	Allocation	Sub-allocation
6.	AIFF	10% (ten per cent) of Net Distributable Amount	--
7.	Clubs participating in the I-League	70% (seventy per cent) of Net Distributable Amount	(a) 35% (thirty-five per cent) of Net Distributable Amount shall be distributed as prize money for the teams participating in I-League based on the final standings of the participating clubs (in a manner determined by AIFF); and (b) the remaining 35% (thirty-five per cent) of the Net Distributable Amount shall be distributed equally among all participating clubs of I-League during the relevant season.
8.	Clubs participating in the I-League 2	15% (fifteen per cent) of Net Distributable Amount	(a) 7.5% (seven point five per cent) of Net Distributable Amount shall be distributed as prize money for the teams participating in I-League 2 based on the final standings of the participating clubs (in a manner determined by AIFF); and (b) the remaining 7.5% (seven point five per cent) of the Net Distributable Amount shall be distributed equally among all participating clubs of I-League 2 during the relevant season.

S No	Stakeholder	Allocation	Sub-allocation
9.	Clubs participating in the I-League 3	5% (five per cent) of Net Distributable Amount for only the clubs that qualify for the final round of the I-League 3	(a) 2.5% (two point five per cent) of Net Distributable Amount shall be distributed as prize money for the teams participating in the final round of I-League 3 based on the final standings of the participating clubs (in a manner determined by AIFF); and (b) the remaining 2.5% (two point five per cent) of the Net Distributable Amount shall be distributed equally amongst all the clubs who participate in the final round of the I-League 3 during the relevant season.

(d) In the event a Rights Holder acquires Commercial Rights for Competitions individually or as a combination of two Competitions in accordance with Section 16.3, each such acquisition shall be treated as a separate Commercial Rights arrangement, with no revenue sharing or flow between Competitions. For example, even if the Rights Holder acquires rights for the I-League 2 and the I-League 3 but not the I-League, the Net Distributable Amount for each Competition shall be calculated and distributed independently and uniformly as follows:

S No	Stakeholder	Allocation	Sub-Allocation
1	AIFF	20% (twenty per cent) of Net Distributable Amount	--
2	Clubs participating in the relevant Competition	80% (eighty per cent) of Net Distributable Amount	(a) 40% (forty per cent) of Net Distributable Amount shall be distributed as prize money for the teams participating in the relevant Competition based on the final standings of the participating clubs (in a manner determined by AIFF). In the case the Competition in question is the I-League 3, the distribution shall be on the basis of the teams participating in final round ; and (b) the remaining 40% (forty per cent) of the Net Distributable Amount shall be distributed equally among all participating clubs of the relevant Competition during the relevant season. In the case the Competition in question is the I-League 3, the distribution shall be on the basis of the teams participating in final round.

PART B

NET REVENUE ALLOCATION

During each season forming a part of the Term, the Gross Revenue shall be received by the Rights Holder and distributed in the following manner:

a) An amount equivalent to the (i) Guaranteed Payment, and (ii) the production and marketing costs incurred by the Rights Holder in a manner described in Annexure D, shall be retained by the Rights Holder. The remaining amount shall be referred to as "**Net Revenue**"; and

b) The Net Revenue shall be distributed among the Rights Holder and AIFF in the following manner:

S No	Stakeholder	Percentage of Net Revenue	Allocation
1.	Rights Holder	40%	40% (forty per cent) of Net Revenue retained by Rights Holder

S No	Stakeholder	Percentage of Net Revenue	Allocation
2.	AIFF	60%	60% (sixty per cent) of Net Revenue redistributed to AIFF ("**AIFF Net Revenue Share**")

Allocation of AIFF Net Revenue Share

Stakeholder	Percentage of AIFF Net Revenue Share
AIFF	10%
Clubs participating in the I-League	(a) 35% (thirty-five per cent) of the AIFF Net Revenue Share shall be distributed as prize money for the teams participating in I-League based on the final standings of the participating clubs (in a manner determined by AIFF); and (b) the remaining 35% (thirty-five per cent) of the AIFF Net Revenue Share shall be distributed equally among all participating clubs of the I-League during the relevant season.
Clubs participating in the I-League 2	(a) 10% (ten per cent) of AIFF Net Revenue Share shall be distributed as prize money for the teams participating in the I-League 2 based on the final standings of the participating clubs (in a manner determined by AIFF); and (b) the remaining 10% (ten per cent) of the AIFF Net Revenue Share shall be distributed equally among all participating clubs of the I-League 2 during the relevant season.
Clubs participating in the I-League 3	(a) 2.5% (two point five per cent) of Net Distributable Amount shall be distributed as prize money for the teams participating in the final round of I-League 3 based on the final standings of the participating clubs (in a manner determined by AIFF); and (b) the remaining 2.5% (two point five per cent) of the Net Distributable Amount shall be distributed equally among all the clubs who participate in the final round of the I-League 3 during the relevant season.