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#### **DISCI AIMER**

- 1. The information contained in this Request for Proposal or subsequently provided to the prospective Bidders, whether verbally or by way of documents or any other form by or on behalf of Rugby India, is provided to the Bidder(s) on the terms and conditions set out in this RFP, and such other terms and conditions subject to which such information is provided.
- 2. This RFP is to appoint a Successful Bidder as a commercial partner for the Rugby Premier League. This RFP contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP is to provide the Bidders with information to assist in the formulation of their Bids. This RFP is not an agreement and is neither an offer nor invitation by Rugby India to the prospective Bidders or any other person.
- 3. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- 4. Rugby India, 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 for participation in this Bid. Rugby India 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.
- 5. This RFP is non-transferable.
- 6. The issue of this RFP does not imply that Rugby India is bound to select a Bidder or to appoint the selected Bidder or supplier, as the case may be, for the RPL, and Rugby India reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 7. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications. The Bidders shall bear all costs associated with or relating to the preparation and submission of proposal pursuant to this RFP.

#### 1. Introduction

#### 1.1. Background

1.1.1. Indian Rugby Football Union ("Rugby India") is the sole governing body for the sport of rugby in India and is responsible for the growth & development of the sport at all levels in the country. Rugby India is recognised by the Ministry of Youth Affairs & Sports - Government of India and is a full member of World Rugby, Asia Rugby and the Indian Olympic Association.

#### 1.2. Request for Proposal (RFP)

- 1.2.1. The sport of Rugby is a truly global sport with over a billion fans worldwide and enjoys great popularity in India by virtue of being played across 29 states, 320 districts across the length & breath of the country with over 100,000+ players. In its endeavour to further popularise and professionalise the sport, Rugby India intends to launch a professional rugby league in India in the Rugby Sevens Format the Rugby Premier League ("RPL"). Rugby India proposes to commence the first season of RPL in 2024.
- 1.2.2. Rugby India is inviting Bids to appoint a competent & qualified commercial partner to organize, manage and operate the RPL for a period of 10 (ten) years. It may further be noted that the Bid is only for the Rugby Sevens Format for both men & women. Rugby India reserves the rights to appoint a separate commercial partner for a professional rugby league in Rugby 15's format at a later stage as determined by Rugby India.
- 1.2.3. The purpose of the RFP Document is to provide the Bidders with information to assist the formulation of their Bid. The detailed scope of work and deliverables are mentioned at Clause 6 of this RFP.
- 1.2.4. Bidders interested in submitting a Bid can download the RFP from Rugby India's website (https://indiarugby.com/) and submit their Bid as per the bid schedule below.

#### 1.3. Bid Schedule and Data Sheet

Milestone	Timeline	
Name of the Bid	RFP for Appointment of Commercial Partner for	
	the Rugby Premier League	
Date of Publication	2 <sup>nd</sup> November 2023	
Bid document download start date	2 <sup>nd</sup> November 2023	
Pre-Bid Meeting (Virtually)	16 <sup>th</sup> November 2023 at 1500 HRS	
Last Date for receiving any queries related to the	17 <sup>th</sup> November 2023 by 1700 HRS	
RFP & Bid Submission		
Last Date for Issue of Corrigendum (if any)	18 <sup>th</sup> November 2023	
Last Date for Submission of Bids	22 <sup>nd</sup> November 2023 latest by 1700 HRS	
Bid validity period	22 days	
Mode of submission	Online	
Presentation by Bidders to the Evaluation	29 <sup>th</sup> November 2023	
Committee		
Completion of Technical & Financial Evaluation	4 <sup>th</sup> December 2023	
Notification to the Successful Bidder	To be communicated in due course	
Email for all correspondence	rpl@rugbyindia.in	

#### 2. General Instructions to Bidders

- 2.1. The Bidders can download this RFP from the website: https://indiarugby.com/. Subsequently, the Bid has to be prepared and submitted as per the Bid Schedule as specified in this RFP.
- 2.2. Bidder(s) shall not be entitled to submit another application either individually or as a member of any consortium/joint venture, as the case may be.
- 2.3. **Definitions and Abbreviations**: The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- 2.3.1. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer-to-offer services in accordance with the terms and conditions set out in this RFP.
- 2.3.2. "Bidder(s)" means any agency, firm, company, or any registered entity or person or associations of persons that submit the Bid pursuant to the terms of this RFP.
- 2.3.3. "Bidding Document(s)" means all documents required to be submitted by each Bidder as part of this RFP.
- 2.3.4. "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 bidding process.
- 2.3.5. "Contract" means the written agreement entered between Rugby India and the Successful Bidder, together with all the documents mentioned therein and including all attachments, annexures etc., therein.
- 2.3.6. "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner (without the written consent of Rugby India) whatsoever, directly or indirectly, any official of Rugby India who is or has been associated in any manner, directly or indirectly, with the bidding 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 Rugby India, shall be deemed to constitute influencing the actions of a person connected with the bidding process).
- 2.3.7. **"Fraudulent Practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.
- 2.3.8. "LoA" means the Letter of Acceptance issued by Rugby India for the purpose as mentioned in this RFP.
- 2.3.9. "Notification of Award" or "NOA" means the letter issued by Rugby India to the Successful Bidder to undertake and execute the RPL in conformity to the terms and conditions set forth in the RFP and any subsequent amendments thereto.

- 2.3.10. "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 bidding process.
- 2.3.11. "RFP" means this Request for Proposal issued by Rugby India for the purpose as mentioned herein.
- 2.3.12. "Services" means services as mentioned in this RFP and other such obligations of the Successful Bidder covered under the Contract.
- 2.3.13. "Successful Bidder" means an agency, firm, company, or any registered entity or person or associations of persons that have been finalized by Rugby India and have been issued the Notification of Award for rendering the Services in accordance with this RFP and the Contract.
- 2.3.14. "Terms of Reference (TOR)" means the document included in the RFP which explains the scope of work, activities and tasks to be performed by the Successful Bidder.
- 2.3.15. "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by Rugby India with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest.

#### 2.1. Language of the Bid

2.1.1. The Bid submitted by the Bidder and all subsequent correspondence(s) and documents relating to the Bid exchanged between the Bidder and Rugby India, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

#### 2.2. RFP Process

- 2.2.1. This RFP issued by Rugby India constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per Clause 2.8) to be the commercial partner to organize, manage and operate the RPL (after evaluation of eligible Bidders), subject to the terms and conditions of this RFP and the Contract.
- 2.2.2. This RFP is no more than a Request for Proposal and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by Rugby India of the Bidder's Bid and the execution of the Contract by Rugby India and the Successful Bidder.
- 2.2.3. This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP contains all relevant information in relation to the Bid process and Rugby India reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.

- 2.2.4. Upon selection of any Bidder by Rugby India, the Successful Bidder shall enter into the Contract incorporating the provisions of this RFP and the successful Bid.
- 2.2.5. Rugby India has adopted a Quality & Cost Based Selection ("QCBS") process for selection of the Successful Bidder. The Bidders shall be evaluated on the technical as well as financial parameters as detailed in the sections below.
- 2.2.6. The Bids once submitted shall remain valid for a period of 180 days after the date of Bid opening prescribed in the Bidding Documents. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. 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.
- 2.2.7. The submission of a Bid in 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) Understood and examined the extent of the rights, scope of Services and other information made available in writing by Rugby India, for the purpose of this RFP;
  - b) Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP;
  - c) Satisfy itself as to the correctness and sufficiency of the RFP.
- 2.2.8. Bidders to this RFP or their agents shall not make any contact with any party employed by or directly associated with Rugby India or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to <a href="mailto:rpl@rugbyindia.in">rpl@rugbyindia.in</a>. No queries shall be entertained by Rugby India after scheduled date and time mentioned in Bid Schedule of the RFP.

#### 2.3. Bidders' gueries and responses thereto

- 2.3.1. All enquiries from the Bidders relating to this RFP must be submitted exclusively to <a href="mailto:rpl@rugbyindia.in">rpl@rugbyindia.in</a>. The queries should necessarily be submitted on or before scheduled date and time mentioned in the Bid Schedule. The queries received after the prescribed date and time will not be entertained by Rugby India.
- 2.3.2. A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with Rugby India in writing. Rugby India will respond in writing to such request(s) in pre-bid conference as per the Bid Schedule. All enquiries should be sent to Rugby India through email only. Rugby India shall not be responsible for ensuring that Bidder's enquiries have been received by them. Rugby India will endeavour to provide a complete, accurate, and timely response to all questions of the Bidders. However, Rugby India makes no representation or warranty as to the completeness or accuracy of any response, nor does Rugby India undertake to answer all the queries that have been posed by the Bidders.
- 2.3.3. Rugby India will host a Pre-Bid Meeting, scheduled as per the details in the Bid Schedule. The Bidder or its authorized representatives may virtually attend the Pre-Bid Meeting. The purpose of the Pre-Bid Meeting is to provide the Bidders with information regarding the RFP and discuss the Bidder's queries, together with proposed solutions. Rugby India shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during

the Pre-Bid Meeting. The link shall be provided to the Bidders one hour prior to the scheduled meeting.

- 2.3.4. Within reasonable time period after the Pre-Bid Meeting, Rugby India will issue responses to the Bidder's written queries, together with any other revised documents (if required).
- 2.3.5. Amendments to the RFP:
  - a) At any point of time, prior to the deadline for submission of Bids, Rugby India may, for any reason deemed fit by it, modify or amend this RFP by issuing suitable amendment(s). Prospective Bidders are advised to check the same before submission of the Bids.
  - b) Such an amendment will be uploaded on Rugby India's website <a href="www.indiarugby.com">www.indiarugby.com</a> Bidders are, therefore, advised to refer to Rugby India website before submitting the Bid, as such corrigenda shall be binding on all Bidders. Rugby India may at its discretion extend the deadline for the submission of the Bid.

#### 2.4. Submission of Bids

2.4.1. The Bidders shall submit the Bids in hard as well as soft copy to Rugby India. The hard copies should be submitted to the office of Rugby India as per the details below.

#### **Indian Rugby Football Union**

305, B/2 – Church Gate Chambers, Vitthaldas Thakersey Marg, New Marine Lines, Mumbai – 400002

- 2.4.2. The hard copy submission should be clearly labelled as 'Submission for Appointment of Commercial Partner for Rugby Premier League' with technical & financial proposals being clearly labelled.
- 2.4.3. The soft copies of the Bids should be submitted on <a href="mailto:rpl@rugbyindia.in">rpl@rugbyindia.in</a> with the financial proposal being password protected. Upon Rugby India determining that the Bidder has met the eligibility criteria, then Rugby India shall inform the Bidder and the Bidder shall share the password for the financial proposal.
- 2.4.4. Every page of the documents submitted by the Bidder shall mandatorily be stamped with company seal & signed by the authorised signatory of the Bidder. A checklist of details to be submitted by the Bidder is provided at Annexure 1.
- 2.4.5. Further, the Bidder may also submit queries as well as indicate their interest in attending the Pre-Bid Meeting on <a href="mailto:rpl@rugbyindia.in">rpl@rugbyindia.in</a>.

#### 2.5. Eligibility Criteria

- 2.5.1. Only Bidders that satisfy the below mentioned eligibility criteria shall be considered by Rugby India:
  - a) The Bidder should be an entity registered under the applicable laws of India. Copy of the PAN & GST of the Bidder shall be submitted along with the Bid. Foreign entities interested in participating in the Bid may submit their Bid, however they will be required to satisfy the below criteria and submit an affidavit certifying that such foreign entity will

commence operations by opening a subsidiary in India within 90 (ninety) days of the LoA.

- b) The Bidder should have been in the business of selling commercial rights (media & sponsorship) for leagues, franchises, clubs, athletes for at least 3 (three) years prior to the date of this RFP, and have the experience of successfully selling media or sponsorship rights for at least one leading non-cricket franchise-based leagues in India in the last 3 (three) years. A detailed list of clients in this regard shall be provided by the Bidder along with the Bidding Documents.
- c) The Bidder should have a minimum turnover of INR 10,00,00,000/- (Indian Rupees Ten Crores only) on an average for the last 5 (five) financial years. A copy of financial statement certified by CA shall be provided along with the Bidding Documents.
- d) The leadership team of the Bidder should have a minimum of 10 (ten) years of experience in the Indian sports marketing business and have knowledge of financial structuring of leagues in India as well as globally from a long-term sustainability standpoint. The CVs with work experiences of the leadership team of the Bidder shall be submitted in this regard along with the Bidding Documents.
- e) The Bidder should not have any pending legal proceedings and should not have been blacklisted by the Government of India, any State Governments or any private entity for works carried out by them. A self-attested undertaking in this regard shall be submitted as per the format provided in Annexure 2 of this RFP.

#### 2.5.2. <u>Technical Evaluation:</u>

The Bidders who meet the eligibility criteria as stated above shall then be evaluated technically and given marks as per the table below:

No.	Criteria	Marks	Documents to be submitted
1.	Turnover	Avg. INR 10,00,00,000/- (Indian Rupees Ten Crores only) over last three years – 8 Marks  More than INR 10,00,00,000/- (Indian Rupees Ten Crores only) but less than INR 15,00,00,000/- (Indian Rupees Fifteen Crores only) turnover for last three years – 9 Marks  Avg. greater than INR 15,00,00,000/- (Indian Rupees	Statement by a
		Fifteen Crores only) over last three years – 10 marks	
2.	Experience in Sports Business with Leagues, Franchises, Clubs, Athletes	3 Years – 8 Marks 3-5 Years – 9 Marks 5 Years or More – 10 Marks	A brief history of the organisation with projects executed with leagues, franchises, athletes and clubs.

			Public domain information in this regard may also be provided for records & reference.
3.	Experience with selling sponsorship/media rights non-cricket leagues (ISL, PKL, PVL, PBL, Kho-Kho etc.) in India	3 years – 8 Marks 3-5 Years – 9 Marks More than 5 years – 10 Marks	A brief note/case studies on successful works executed with sponsorship & media rights for such leagues may be provided.  Public domain information in this regard may also be provided for records &
4.	Experience of top leadership in India Sports	10 years – 8 marks 10-15 Years – 9 marks 15+ years – 10 marks	reference.  CVs of the leadership team of the Bidder to be submitted highlighting experience in sponsorship/media rights sales.
5.	Technical Presentation	60 marks to be divided across 3 segments as following:  a) Short Term, Medium Term and Long-Term Vision for RPL – 20 Marks b) Financial & Operational Model of RPL for long term financial sustainability – 20 Marks c) Impact of RPL on Indian Rugby Ecosystem – 20 Marks	The Bidders who meet eligibility criteria shall be notified and called to make a technical presentation covering at the very least the three aspects mentioned.  The presentation shall be made to an evaluation committee appointed by Rugby India.

Upon completion of the technical evaluation stage, each Bidder shall be scored out of 100.

#### 2.5.3. <u>Financial Evaluation:</u>

- a) The next stage of evaluation shall be the financial evaluation wherein the financial proposal of the Bidder will be evaluated. The financial proposal of the Bidder should indicate the commercial fee structure for Rugby India over the 10-year period in lieu of awarding the commercial partnership rights for the RPL.
- b) The financial proposal shall be evaluated by the evaluation committee of Rugby India and awarded marks out of 100 for the same.

#### 2.5.4. <u>Final Evaluation:</u>

- a) The final evaluation of the Bids will be basis the marks awarded by the evaluation committee for the technical and financial evaluation in a 70:30 ratio. i.e., 70% of the weightage shall be given to technical evaluation and 30% to the financial evaluation.
- b) For Example:

Bidder 1 receives 90 marks on technical evaluation and 100 marks on financial evaluation – the total score for Bidder 1 shall be:  $90 \times 0.70 + 100 \times 0.30 = 93$  marks

Bidder 2 receives 100 marks on the technical evaluation and 90 marks on the financial evaluation – the total score for Bidder 2 shall be:  $100 \times 0.70 + 90 \times 0.30 = 97$  marks

Thus Bidder 2 shall be the preferred Bidder.

c) Further, it may be noted that Rugby India reserves the right to negotiate the financial proposal with the preferred Bidder and in case the negotiations do not lead to a mutual agreement or the preferred Bidder withdraws the Bid, Rugby India may engage in discussions with the other Bidder(s).

#### 2.6. Scrutiny of the Bids

- 2.6.1. Rugby India will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order. Rugby India will determine the responsiveness of each Bid.
- 2.6.2. <u>Rejection of Bids</u>: In addition to any other reasons stipulated in this RFP, at the time during the technical and financial evaluation, the Bids may be rejected under any of the following circumstances:
  - a) Incomplete Bids that do not quote for the complete scope of work as indicated in the Bidding Documents, corrigendum, or addendum (if any) and any subsequent information given to the Bidder.
  - b) Information that is found to be incorrect, false/misleading at any stage during the tendering process.
  - c) Non-fulfilment of the eligibility criteria or technical qualification score in evaluation criteria set out in this RFP, by the Bidder.
  - d) Any Bid that does not comply with the conditions laid down by Rugby India.
  - e) Any other reasons which are deemed fit by Rugby India.
- 2.6.3. Minor infirmity/irregularity/Non-conformity: If during the preliminary examination, Rugby India finds any minor infirmity and/ or irregularity and/ or non-conformity in the Bidding Documents, Rugby India may reject or may convey its observation on such 'minor' issues to the Bidder by e-mail asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be deemed rejected.

#### 2.7. Declaration of Successful Bidder

- 2.7.1. Prior to the expiration of the validity period for the Bid, Rugby India shall notify the Successful Bidder in writing by issuing the Notification of Award that its Bid has been accepted. Rugby India will also send to the Successful Bidder a draft of the Contract, along with the aforementioned notification. The Successful Bidder and Rugby India shall discuss and enter into a mutually agreed Contract and each party shall retain one original of the signed Contract. It is clarified that the Contract will incorporate the provisions and principles of the RFP and the Bid submitted by the Successful Bidder.
- 2.7.2. Upon the successful signing of the Contract by the Successful Bidder and Rugby India, Rugby India will promptly notify the name of the Successful Bidder to each unsuccessful Bidder(s).
- 2.7.3. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NoA in the form of acceptance of NoA shall constitute sufficient grounds for the annulment of the NoA. In such an event, Rugby India reserves the right to cancel the Contract and initiate the retendering process for the same Services.

#### 2.8. Cost of Bidding

2.8.1. The Bidder shall be responsible for all costs associated with the bidding process and Rugby India shall not be responsible or liable for the same in any manner whatsoever.

## 3. Fraudulent & Corrupt Practices

3.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LoA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LoA or the Contract, Rugby India 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, if it determines that the Bidder, has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice and/or Restrictive Practice in the bidding process. In such an event, Rugby India shall be entitled to all rights or remedies that may be available to Rugby India under the RFP document, the Contract, law, equity or otherwise.

# 4. Governing Law, Arbitration and Jurisdiction

- 4.1. This RFP and the bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process under this RFP.
- 4.2. Subject to Clause 4.1 above, if any claim, dispute, or controversy arises among or between in connection with or relating to this RFP, or the interpretation, existence, breach, termination or validity thereof ("**Dispute**"), then the Dispute shall be referred to and finally settled by arbitration.
- 4.3. The arbitration shall be conducted in accordance with the rules of the Arbitration and Conciliation Act, 1996 as may be in force on the date of reference of the Dispute to arbitration ("Act") and which shall be incorporated into this Clause 4.

- 4.4. The arbitration shall be conducted by a tribunal of a sole arbitrator, to be appointed mutually, by the Rugby India and Bidder, in writing.
- 4.5. The seat and venue of arbitration shall be in Mumbai, and the arbitration proceedings shall be conducted in the English language.

## 5. Miscellaneous

#### 5.1. Confidentiality

- 5.1.1. Each Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of any confidential information related to the Bid process may, at the sole discretion of Rugby India, result in the rejection of its Bid. Each Bidder shall further ensure that their respective financial and legal advisors or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.
- 5.1.2. The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of Rugby India. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and Rugby India. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of Rugby India or its successors or assignees, including work product prepared at Rugby India. The Bidder is not authorized to identify Rugby India as a client for the purposes of marketing or for advertising, without the prior written approval of Rugby India. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of Rugby India or any copies thereof to Rugby India. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with Rugby India without the prior written approval of Rugby India.
- 5.1.3. All information and documents that are furnished by the Bidder will be treated as strictly confidential by Rugby India and shall not be disclosed by Rugby India to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required under applicable law.
- 5.2. Rugby India reserves the right to change any or all terms and conditions/information set in this RFP by way of revision, deletion, update or supplement and annulment through issuance of appropriate addendum as Rugby India may deem fit without assigning any reason thereof.

# 6. Scope of Work

The Successful Bidder shall be required to perform the following broad list of services as commercial partner for RPL:

6.1. Devise and prepare a marketing and amplification strategy which repositions Rugby in India in the build up to the RPL, in order to create country wide awareness and interest, and enhance the sports emotive and commercial appeal of the sport significantly in India.

- 6.2. Prepare a detailed financial model and cost structure to create a long term financially sustainable league.
- 6.3. Negotiate and execute contracts with suitable partners for domestic & global media rights for the RPL.
- 6.4. Negotiate and execute contracts with suitable partners for sponsorships, advertising for all categories including title, in-stadia advertising, merchandising and ticketing.
- 6.5. Identify and select suitable owners for minimum 6 (*six*) men's franchise teams in season 1 of RPL and 6 (*six*) women's franchise teams in subsequent seasons. The number of franchises would need to increase as the RPL progresses and the decision to do the needful shall be taken jointly by the Successful Bidder & Rugby India. The decision on when to start women's league shall also be taken mutually by the Successful Bidder and Rugby India. The Successful Bidder shall carry out necessary diligence to ensure that the prospective franchise owners possess relevant expertise and financial capabilities.
- 6.6. Perform all such acts and activities which are ancillary and beneficial to achieve the maximum revenue potential of the RPL.
- 6.7. Develop & implement guidelines for the RPL operations in the short term & long term in conjunction with Rugby India.
- 6.8. Provide support to Rugby India in sale of rights for its other commercial assets i.e., national teams and national competitions to overall uplift the commercial appeal & stature of the sport in the country.

The detailed list of Services to be rendered by the Successful Bidder for RPL shall be recorded in the Contract.

### Annexure 1 – Checklist for Submission of Bid

No.	Particular	Details
1.	Name of the Bidder	
	(Along with Website)	
2.	Registered Address of the Bidder	
3.	PAN & GST No	Copies to be attached as Annexure
4.	Contact Person (Name & Contact Number)	
5.	Undertaking	As Per Annexure 2 of this document
6.	Turnover Details for last three years	Copy of CA Certificate to be attached as
		Annexure
7.	Experience of working on sports	Details to be attached as Annexure
	sponsorship/media rights in line with clause 2.8.1	
	of the RFP	
8.	Experience details of working with non-cricket	Details to be attached as Annexure
	leagues in line with clause 2.8.1 of the RFP	
9.	Experience details of top leadership of the Bidder	Details to be attached as Annexure
	in line with clause 2.8.1 of the RFP	
10.	Technical Presentation	To be attached as Annexure
11.	Financial Proposal	To be submitted separate to the technical
		proposal.

#### Annexure 2 – Undertaking

(To be submitted on Bidder's letterhead)

To The President Indian Rugby Football Union

Subject – Undertaking

Dear Sir,

This is to certify that (enter name of the organisation) have no pending legal proceedings against us at present and nor have we been ever blacklisted by any Government (Central and/or State) or private entity in India.

(Authorised Signatory)