

Request For Proposal – IESF Australian National Qualifiers 2023

Revision 2 – 13 January 2023



Australian Esports Association

International Esports Federation Australian National Qualifiers 2023

Request For Proposal

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Defined Terms

AESA	Australian Esports Association
Closing Date	Friday, 27 th January 2023 11:00PM (AEDT)
Conforming Tender	A Tender that conforms in all material aspects to the requirements in this RFP and is in the prescribed form
Contract	The contract as set out in Part E – Contract
IESF	International Esports Federation
IESF WC	2023 Iași 15 th IESF World Esports Championships
IF	International Federation
RFP	Request for Proposal
Scope	The scope as set out in Part B – Scope of Works
Tender	the Tenderer's submission response to this RFP
Tenderer	An entity or organisation that has submitted a completed RFP
Works	the associated activities and efforts undertaken by Tenderer's to deliver the national qualifiers.

Part A – Overview and Conditions

Background

- The Australian Esports Association (AESA) is the Australian member body for the International Esports Federation (IESF).
- AESA is sanctioned by IESF to operate national qualifiers for the selection of the Australian representatives to the 2023 Iași 15th IESF World Esports Championships (IESF WC).
- AESA proposes a competitive selection process to determine the players that will be selected to represent Australia at the IESF WC (National Qualifiers).

Request for Proposal Overview

AESA is seeking a suitably qualified entity or organisation (Tenderer) to assist in the hosting and delivery of the 2023 IESF Australian National Qualifiers. It is expected that the Tenderer will have experience in the delivery of esports tournaments in Australia including the ability to finance and/or raise revenue to cover associated expenses.

Note: Tenderers may tender for all or part of the delivery of the National Qualifiers.

What are the IESF Australian National Qualifiers?

The IESF Australian National Qualifiers are AESA's annual selection event to determine the players that will represent Australia in the IESF WC in which the AESA participates.

About IESF WC

The 2023 IESF WC will be held in Iași, Romania between 24th August and 4th September 2023. The AESA has participated in the IESF WC since 2013 with the most recent edition in 2022 featuring over 100 participating countries.

The IESF WC seeks to bring together the global esports community to share their passion for esports in a nationally representative competition promoting unity, cultural exchange and peace.

IESF WC Structure:

In 2023 the IESF WC will take place in three stages:

- Stage 1: National Selection
 - This process includes confirmation of each national member's ability to participate in each game title.
 - The hosting of National Qualifiers by the 31st of March with full submission of all reports and player selection information including passports.

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- National Qualifiers may be online but are preferred to culminate in an offline event.
- Organising a National Qualifier is a requirement in order to be eligible for participation in the Regional Qualifiers.
- Stage 2: Regional Qualifies
 - Regional Qualifiers will be held in Europe, Asia, PANAM and Africa with Oceania being combined with Asia.
 - Depending on game interest, Oceania may be separated as its own region.
 - Regional Qualifiers will be an offline event.
 - Selected players from the National Qualifiers are required to attend the Regional Qualifiers in person.
 - The winners of the Regional Qualifiers will progress forward to the World Finals.
- Stage 3: World Finals
 - Successful qualified countries from the regional qualifiers will be seeded into the world finals event.
 - The World Finals event will be an offline event hosted by the City of Iași in Romania.
 - Players are required to attend the World Finals in person.

Key Dates:

- The IESF first provided preliminary information about the 2023 qualification process to the AESA on the 31st December 2023 via email.
- Australia's National Qualifiers must be completed, and athlete information confirmed for submission to the IESF by the 31st March 2023. More details about the IESF WC are available at: <https://www.iesf.org>
- In order to participate in the Regional Qualifiers a full competition report from the National Qualifiers must be provided to the IESF no later than 31st March 2023.
- Regional Qualifiers are to take place from May to June with final dates to be set.
- The 2023 IESF WC will take place on the 24th August – 4th September 2023.

Game Titles:

Six titles will be contested at 2022 IESF WC:

- Counter-Strike: Global Offensive (PC) with both an Opens and Womens track
- Dota 2 (PC)
- eFootball (PS5)
- Tekken 7 (PS5)
- PUBG Mobile (Mobile)
- Mobile Legends: Bang Bang (Mobile)

Game Title Specific Guidelines:

The National Qualifiers must follow guidelines set by each game publisher.

- **Valve tournament requirements for CS:GO and Dota 2:** The AESA holds a tournament licence from Valve and is required to provide updated details encompassing the National Qualifiers once finalised. Key considerations:
 - All participants must use their own legally owned Steam account.
 - No more than 1,000 participants may be allowed.
 - Streaming of matches may only be available on free to view online platforms.
- **Bandai Namco Entertainment (BNE) tournament requirements for Tekken 7:** The AESA holds a tournament licence from BNE and is required to provide updated details encompassing the National Qualifiers once finalised. Key considerations:
 - Dates of the tournament must be approved prior to publication or commencement.
 - Tournament prize pool must not exceed \$10,000 in cash.
 - Streaming of matches may only be available on free to view online platforms.
- **Konami Digital Entertainment (KDE) tournament requirements for eFootball:** The AESA will obtain a tournament licence from KDE and is required to provide updated details encompassing the National Qualifiers once finalised. Key considerations:
 - KDE may not be mentioned as an official partner or sponsor.
 - The promotion of the event must not damage the value, reputation or goodwill of KONAMI, or its products, services or brands.
 - All promotional assets are subject to KONAMI's prior approval which will take at least 15 business days.
- Regarding **PUBG: Mobile** and **Mobile Legends: Bang Bang** there are no additional considerations and all appropriate rights have been afforded to the AESA.
- General considerations:
 - The national qualifiers must consider the AESA's Code of Conduct and Anti-Discrimination Policy found here: <https://www.aesa.org.au/policies/>
 - The national qualifiers must not be associated with any of the following:
 - Pornography (or extremely mature material)
 - Alcohol and Tobacco
 - Firearms
 - Political Advertisement
 - Other football related games that are intended to be played on computers and consoles
 - Gambling Sites
 - Any company that is detrimental to all Game Title's business (hacking, gold services, account selling)

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Additional information has been sent by the IESF to the AESA covering:

- Minimum competition requirements:
 - 4 teams for team game titles being CS:GO and Dota 2;
 - 8 players for single game titles being Tekken 7 and eFootball;
 - 9 teams for Battle Royale game titles being PUBG: Mobile.
- Broadcast Requirements:
 - Minimum of 1 stream per game title;
 - Minimum of 2 hours broadcast time;
 - Use and adapt the broadcast templates and overlays provided for streaming;
 - Required Logos: National Federation (AESA), IESF, IASI WEC23 and game titles.
- Marketing requirements:
 - Minimum of 1 post per week (4 posts monthly) on all social media platforms (Instagram, Facebook & Twitter preferred);
 - Use and adapt the design guidelines and templates provided by IESF;
 - Minimum 3 stories on Instagram per week (12 stories per month);
 - Reshare IESF valuable content to increase brand awareness;
 - Use hashtags: #WorldEsports #IASI2023 #WEC23 #IESF;
 - Tag IESF's social media accounts;
 - Required Logos: National Federation (AESA), IESF, IASI WEC23 and game titles.

How to submit a response to this RFP.

Step 1. RFP Participation

The AESA will only provide further information and accept responses from Approved Tenderers.

To be considered as an Approved Tenderer, please complete and return Part C and D.

AESA is under no obligation to respond to unsuccessful submissions.

Step 2. RFP.

So that the AESA may review each submission the RFP should be completed in its fullest form and emailed to: info@aesa.org.au

Conditions of RFP

1 Scope of RFP

1.1 Opportunity

1.1.1 This RFP seeks proposals from suitably qualified Tenderers to lead or participate in the hosting and delivery of the National Qualifiers.

1.2 Contract and duration

1.2.1 The AESA may enter into an agreement substantially in the same form as the pro-forma Contract with the successful Tenderer, if any, for the supply of the works.

1.2.2 It is envisaged that the initial term of the Contract will be from February 2023 to September 2023 encompassing the applicable timeframe of the IESF National Qualifiers process.

1.3 International body requirements

1.3.1 The successful Tenderer(s) must, in addition to executing the Contract, undertake to comply with any policies, guidelines, and standards as required by the IESF to the extent applicable to its role in delivering the works.

2 Tender preparation

2.1 The Tenderer to inform itself

2.1.1 Before submitting its Tender, the Tenderer must examine all information relevant to the risks and contingencies and other circumstances having an effect on its Tender; and satisfy itself:

- (a) that the Tender, including the Tenderer's proposed offer is correct; and
- (b) that it is financially and practically viable for it to enter into and perform the proposed Contract.

2.1.2 Where a Tenderer has made assumptions in preparing its Tender, such assumptions must be set out in a supporting statement and submitted with the Tender.

3 Eligibility to tender

3.1 Legal entity of Tenderer

3.1.1 Tenders must be submitted by a legal entity with the capacity to contract and be bound by the same.

3.1.2 AESA may ask a Tenderer to provide evidence of its legal status (a current Australian Business Number or Australian Company Number) or capacity to contract.

3.1.3 If a Tenderer proposes to contract in their capacity as a company and/or trustee, AESA may request copies of the relevant constitution, shareholders agreements and/or trust deeds (as applicable).

3.2 Consortiums

3.2.1 Where consortiums wish to submit a Tender, the Tender must be submitted by a lead contractor that is a legal entity. The lead contractor must have the capacity to contract and will take full responsibility for the performance of all obligations contained in the Contract. Other consortium members should be listed as subcontractors.

3.3 Capability of Tenderer

- 3.3.1 AESA reserves the right to reject any Tender if the AESA determines that the Tenderer does not or is unlikely to have appropriate financial capability, adequate experience and/or expertise (in its absolute discretion).

4 **Tender process**

4.1 Conformity of Tenders

- 4.1.1 A Tenderer may submit Tenders which are not Conforming Tenders, however non-conforming Tenders may be excluded from the RFP process at AESA's discretion.
- 4.1.2 A Tenderer may submit both a Conforming Tender and a non-conforming Tender should they wish to submit alternative proposals for AESA's consideration.

4.2 Tender lodgement

- 4.2.1 As per above, Tenders must include all supporting information (if any) and be fully received by the Closing Date.
- 4.2.2 Tenders must be submitted via email to info@aes.org.au.
- 4.2.3 Emails sent to info@aes.org.au must not exceed 15mb in total file size in a single transmission.
- 4.2.4 AESA takes no liability for incorrectly lodged Tenders. It is the responsibility of all Tenderers to ensure receipt of its Tender by AESA.

4.3 Tender validity period

- 4.3.1 Received Tenders will remain valid and open for acceptance by AESA for a period of two weeks from the Closing Date.

4.4 Late tenders

- 4.4.1 Tenders received after the Closing Date may be considered at the absolute discretion of the AESA.

4.5 Extension of Closing Date.

- 4.5.1 AESA may, in its absolute discretion, extend the Closing Date.

4.6 Ethical conduct

- 4.6.1 Tenderers must acknowledge and ensure compliance with the AESA Code of Conduct (available at <https://www.aes.org.au> or on request).
- 4.6.2 Tenderers must disclose any conflicts of interest within their Tender.
- 4.6.3 If AESA becomes aware of improper conflict of interests or conduct by a successful Tenderer after a Tender has been accepted, AESA reserves the right to refuse or immediately terminate any subsequent agreement (including but not limited to the Contract).

4.7 Costs of Tenderers participating in the RFP

- 4.7.1 The Tenderer acknowledges that AESA will not be liable to it for any expenses or costs incurred by it as a result of its participation in this RFP, including where the RFP has been discontinued.

4.8 Ownership of Tenders

- 4.8.1 All rights (including but not limited to all intellectual property rights) in Tenders immediately vest in and become the property of AESA upon submission. AESA may make copies of the Tenders for any purpose related to this RFP.

4.9 Discontinuance of the tender process

- 4.9.1 AESA reserves the right to discontinue the tender process at any point, including without making a determination regarding acceptance or rejection of any Tender.

4.10 Acceptance or rejection of Tenders

- 4.10.1 AESA is not bound to accept any Tender.
4.10.2 AESA is under no obligation to respond to unsuccessful Tenders.

4.11 Status of the RFP

- 4.11.1 No part of this RFP constitutes a contract between AESA and any Tenderer in any respect, including for the result of the evaluation process.
- 4.11.2 AESA is not, and will not be, liable in any way to any Tenderer for anything including compensation, damages or costs as a result of anything to do with responding to this RFP. This limitation of liability includes (without limitation) loss incurred or damage suffered as a result of AESA's negligence.
- 4.11.3 AESA shall not be liable to any Tenderer on the basis of any promissory estoppel, quantum meruit or any other contractual, quasi contractual or restitutionary grounds as a consequence of anything relating or incidental to a Tenderer's participation in the RFP process, including instances where:
- (a) A Tenderer is not engaged to undertake any work or works;
 - (b) AESA varies or terminates the RFP process or any negotiations with a Tenderer; or
 - (c) AESA exercises or fails to exercise any of its other rights under or in relation to this RFP.

Part B – Scope of Works

Outlined below is the minimum scope of works the by AESA (Works). This section should be read in conjunction with the “AESA National Qualifiers Overview” document.

1. Event game titles

Game title	Event track	Min no. of athletes	Platform
Counter-Strike: GO	IESF WC Womens	5	PC
Counter-Strike: GO	IESF WC Opens	5	PC
Dota 2	IESF WC Opens	5	PC
Tekken7	IESF WC Opens	1	PS5
eFootball PES	IESF WC Opens	1	PS5
PUBG Mobile	IESF WC Opens	4	Mobile
Mobile Legends BB	IESF WC Opens	5	Mobile

2. Event delivery

- (a) Design and deliver a national qualifiers event for the purpose of selecting athletes eligible to represent Australia at the IESF WC for the nominated game titles, whereby:
- i) the event complies with the requirements of the relevant IF event (details available to Approved Tenderers);
 - ii) the event is professionally delivered for the agreed game titles;
 - iii) the event is appropriately licensed (e.g., game publisher licensing as required);
 - iv) the event holds the necessary insurances to cover the activities outlined in the works, and at minimum has in place an appropriate risk management plan, COVID safety management plan, and data handling plan;
 - v) the event is conducted in compliance with the AESA Code of Conduct, and tournament rules and regulations have been approved by AESA in advance; and
 - vi) a post-event report is provided to AESA within one week of completion of the National Qualifiers detailing (*to the extent applicable*):
 - (1) General:
 - 1.1. Participation figures with gender and location breakdown
 - 1.2. Player details (names, in-game IDs, email, phone, D.O.B)
 - 1.3. Tournament format
 - 1.4. Rules and regulations
 - 1.5. Any sanctions or penalties applied

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- 1.6. Results (tabled and screenshots)
 - (2) Broadcast:
 - 2.1. VOD or livestream links (if online)
 - 2.2. Viewership data (per stream)
 - 2.3. Average concurrent views
 - 2.4. Total unique views
 - 2.5. Viewership demographics
 - 2.6. Broadcasting platforms (including linear TV if applicable)
 - (3) Marketing:
 - 3.1. Social media report (channels, posts, metrics)
 - 3.2. PR campaign
 - 3.3. Marketing campaign outline
 - 3.4. Marketing campaign results (exposures, engagement)
 - (4) Athlete selections (to form Team Australia)
 - 4.1. Player details per item General 1.2 above and residential addresses
 - 4.2. Passport information (must be Australian with six months expiry from 5th September 2023 and nearest international airport)
 - (5) Financial
 - 5.1. Summary of revenue and expenses incurred
 - 5.2. Summary of any non-cash or in-kind benefits received
- (b) Have completed athlete selections and provided athlete details to AESA by the 31st March 2023
- (c) Have completed post event report and provided to AESA by the 31st March 2023

3. Expenses & Event Budget

- (a) The Tenderer is to pay and shall be fully liable for all expenses relating to the hosting and delivery of the National Qualifiers, including any domestic or international travel and accommodation.
- (b) Where the Tenderer requires a variation from the Event Budget or wishes to incur an expense not listed in the Event Budget, the Tenderer must seek the prior written approval of AESA before incurring any such expense.
- (c) Notwithstanding the other provisions in this RFP, any expenses not described and quantified in the Event Budget, or that are not approved in advance by AESA, shall not be recoverable from

revenue generated as a result of activities relating to the works and shall remain the sole liability of the Tenderer.

4. Sponsors and partnerships

- (a) The Tenderer is to source and present to AESA for approval, all sponsorship and partnership proposals relating to either the National Qualifiers or Team Australia that:
- i) provide a financial benefit;
 - ii) do not conflict with any arrangements of the AESA or its policies;
 - iii) are relevant in nature to the delivery of the National Qualifiers; and
 - iv) are not restricted by IESF, or any other relevant authority which may relate to the National Qualifiers.
- (b) The AESA may source sponsors in lieu of the tenderer, subject to additional agreement with the Tenderer to accept the sponsorship.

5. Financial benefit

- (c) For any revenue resulting directly from activities related to the works, the National Qualifiers or Team Australia, the Tenderer will be entitled to retain:
- i) 100% of revenue up to an amount equivalent to the Event Budget (inclusive of any approved variations as outlined in Part B, Section 3 of this document); and
 - ii) 70% of any revenue achieved above an amount equivalent to the Event Budget.

6. Notes

- AESA is not responsible for any of the Tenderer's costs associated with the delivery of the event or procuring sponsors and partners for the event, including the payment of third-party commissions or fees.
- The Tenderer is to work collaboratively with AESA in sourcing sponsorships and partnerships for both the National Qualifiers and Team Australia.
- Sponsors and/or partnerships may be financial (cash), non-cash, or in-kind in nature. Only financial (cash) arrangements will be considered as revenue for the purpose of the Tenderer recovering its Event Budget.
- AESA reserves, at its absolute discretion, final approval over all sponsor and partner arrangements regarding the National Qualifiers and Team Australia, however its approval shall not be unreasonably withheld.
- The Tenderer is only able to make a claim for revenue as outlined in item 5 of this *Part B – Scope of Works* where AESA has received the associated funds, and the funds have not otherwise been already received by the Tenderer.
- Should AESA use any of its agencies to procure sponsors or partners, the cost of these agencies will be the responsibility of AESA.

Part C – RFP Participation

Schedule 1. Tenderer Identity

By submitting this form, you confirm your organisation's interest to tender for the provision of works to assist the AESA in hosting and delivering of the National Qualifiers either in full or part, and in accordance with this RFP and associated Schedules.

TENDERER DETAILS

Name of organisation:	
Trading Name:	
ABN:	
ACN (if applicable):	
Business Street Address:	
Postal Address:	
Phone number:	
Email address:	

Signed on behalf of the Tenderer:

Signature:	
Full name:	
Date:	

Schedule 2. Confidentiality Deed

Details

AESA	Name	Australian Esports Association Incorporated
AESA Contact	Name	Darren Kwan
	Position	President
	Email	darren@aesa.org.au
Tenderer ('You')	Name	Click here to enter text.
	ABN	Click here to enter text.
Tenderer Contact	Name	Click here to enter text.
	Position	Click here to enter text.
	Email	Click here to enter text.
AESA's Confidential Information		As defined in clause 1.2 and includes without limitation any specific information provided to you by AESA regarding its business and activities.
Approved Purpose		To tender and supply works to AESA for the National Qualifiers.
Term		No expiry
Special Conditions		None

1. Interpretation and Definitions

1.1 Interpretation

Unless the context requires otherwise, in this Deed:

- the terms set out in the left-hand column of the Details have the meaning ascribed to them in the right-hand column of the Details;
- headings are for convenience only and do not affect the interpretation of this Deed;
- the meaning of general words is not limited by specific examples introduced by "including" or "for example" or similar expressions;
- references to the parties include references to respective directors, officers, employees and agents of the parties; and
- where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

1.2 Definitions

Deed means this deed between You and AESA for You to use and keep AESA's Confidential Information in accordance with the Details and the Terms of Deed.

AESA's Confidential Information means all know-how, prototypes, data, trade secrets, compiled databases, financial information and other commercially or commercially valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- is by its nature confidential;
- has been designated as confidential;
- is capable of protection at common law or equity as confidential information; or
- is derived or produced partly from the information described in paragraph (a), (b) or (c) above,

but does not include information that:

- is in the public domain; or
- You independently knew or developed other than as a result of a breach of this Deed or any other obligation of confidentiality owed by or to any other person.

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Intellectual Property or IP includes:

- (a) all rights in relation to copyright, inventions, plant varieties, trademarks, designs, patents; and
- (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how,

but does not include Moral Rights.

Moral Rights has the same meaning as in the *Copyright Act 1968 (Cth)*.

Notice means any approvals, consents, instructions, orders, directions, statements, requests and certificates, or other communication one party gives to another party in writing under this Deed.

2. Term

This Deed will continue in force for the Term specified in the Details.

3. Permitted Use

3.1 During the Term You must, in relation to AESA's Confidential Information:

- (a) keep it confidential; and
- (b) use it only for the Approved Purpose.

3.2 You must not copy AESA's Confidential Information or any part of it other than as strictly necessary.

4. Permitted Disclosures

4.1 You may disclose AESA's Confidential Information to only those of your employees, directors, officers, subcontractors, agents and legal, financial or other professional advisers who have a need to know the information for the Approved Purpose or to advise on the lawfulness of a disclosure under clause 4.3, subject to prior written approval of AESA.

4.2 Prior to disclosure to any person under clause 4.1, You must make those persons aware of the confidential nature of AESA's Confidential Information and procure written assurance that it will be kept confidential.

4.3 You may disclose AESA's Confidential Information to the extent that it is required to be disclosed by law, provided that You:

- (a) must, to the extent reasonably practicable, give AESA prior notice of the proposed disclosure with full details of the circumstances and the information to be disclosed; and
- (b) must postpone any disclosure required by law for as long as you are able, without prejudicing your own position; and
- (c) acknowledge that AESA, at its cost and expense, is entitled to make representation to the relevant court, tribunal or other body seeking or ordering disclosure as to whether AESA's Confidential Information should be disclosed.

5. Security Practices

5.1 You must:

- (a) implement security practices against unauthorised copying, use and disclosure of any of AESA's Confidential Information;
- (b) immediately notify AESA if You become aware of any unauthorised copying, use or disclosure in any form or any disclosure required by law;
- (c) promptly comply with any request AESA makes to return or destroy any or all copies of AESA's Confidential Information, unless required by law to be retained; and
- (d) cooperate with AESA in any reasonable request and action it takes to protect AESA's Confidential Information.

6. Disclosure of AESA's Confidential Information

6.1 You bear the onus of showing that information is not AESA's Confidential Information.

6.2 A combination of information will not be taken to be in the public domain merely because it contains some information which is in the public domain.

7. Intellectual Property

7.1 Nothing in this Deed changes AESA's ownership of Intellectual Property in any of AESA's Confidential Information.

7.2 This Deed does not give You any right, title or interest in AESA's Confidential Information.

8. Exclusion of Warranties

You acknowledge that, to the extent permitted by law, AESA:

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- (a) has not made and makes no representation or warranty, express or implied, as to the accuracy, content, legality or completeness of AESA's Confidential Information;
- (b) is not under any obligation to notify you or provide any further information to you or if it becomes aware of any inaccuracy, incompleteness or change in AESA's Confidential Information; and
- (c) has not made and makes no representation or warranty, express or implied, that AESA's Confidential Information does not infringe the Intellectual Property Rights or any other right of any person.

9. Expiry

You will, upon expiry or termination of the Term, or within ten (10) days of receiving written notice from AESA requesting destruction of AESA's Confidential Information, delete or destroy any record of any part of AESA's Confidential Information (including information in computer records and electronic storage devices) AESA requires to be destroyed provided that You may in good faith keep one copy of AESA's Confidential Information in safe custody on a confidential basis where needed for the purpose of determining any continuing legal obligations.

Other Legal Matters

10. Notices

10.1 Unless otherwise stated in this Deed, all Notices to be given under this Deed must be in writing, and hand-delivered or emailed to the Authorised Officer specified in the Details.

10.2 The receiving party will be deemed to have received the Notice as follows:

- (a) if sent by email before 5.00pm on a Business Day, the first of the following occurring:
 - i. when the sender receives an automated message confirming delivery; or
 - ii. twenty four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not be delivered.
- (b) if sent by email after 5pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.

10.3 Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

11. General

11.1 **Waiver:**

- (a) If a party fails to exercise any of its rights under this Deed, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect estop a party from relying on the terms of this Deed to their full force and effect.
- (b) Any waiver by a party of a breach of this Deed must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

11.2 **Counterparts:** This Deed may be signed in any number of counterparts which taken together will constitute one instrument

11.3 **Governing Law:** The laws of New South Wales govern this Deed and the parties submit to the non-exclusive jurisdiction of the courts in that State.

Signed on behalf of the Tenderer:

Signature of Representative	
Full name of Representative:	
Date:	

Part D – RFP Response

Schedule 3. Tenderer’s Corporate Profile

CORPORATE DETAILS

Corporate Details are the same as in the EOI form (If no, please provide details of changes)	Yes / No
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INSURANCES

	Amount	Provider	Policy Number
Public liability insurance:			
Professional indemnity insurance:			
Other (e.g. event insurance)			

CORPORATE PROFILE

List all associated entities including holding and subsidiary companies	
Please detail any findings of dishonest, unfair, unconscionable, corrupt or illegal conduct against the Tenderer (if any).	
Please detail any sanctions, current proceedings, or disputes of the organisation with any other organisations that may limit its ability to deliver the works to AESA.	

Schedule 4. Mandatory Criteria

Please note this Schedule 4 is a Pass / Fail schedule. Failure to answer all questions, or to not be able to answer 'Yes' will result in your tender being considered non-complying.

1. General criteria

Tenderer is not insolvent	Yes / No
Tenderer agrees to comply with the AESA Code of Conduct in relation to its provision of the works.	Yes / No
Tenderer agrees to not engage in any illegal conduct, including the taking or soliciting of bribes, in relation to its duties as AESA's vendor.	Yes / No

2. Insurances

The Tenderer has a minimum public liability insurance cover of \$10,000,000 for any one occurrence.	Yes / No
The Tenderer has a minimum professional indemnity insurance cover of \$2,000,000 for any one occurrence.	Yes / No

Note: A Tenderer may answer Yes to the Insurances Criteria above if it can provide verification should the Tenderer be successfully appointed to deliver the works, it will on its appointment acquire the appropriate minimum insurance cover levels and provide evidence to AESA upon request.

Schedule 5. Skills and Experience

Please provide details of the skills and experience relevant to the provision of the works to conduct the National Qualifiers (maximum of 2 pages).

Schedule 6. Relevant Project Experience

Please provide details of relevant and demonstrated project experience, including examples of previous projects and evidence of their outcomes (maximum of 2 pages).

In providing project experience consider:

1. Relevance to the provision of works required to conduct the National Qualifiers
2. Financial outcomes (if applicable)
3. Details of content strategy (if applicable)

Schedule 7. Event Proposal

Please outline your proposal, addressing the following questions in this form. If you wish to provide additional or supporting information, please do so separately as an addendum to this form.

Confirm your ability to meet the Scope of Works

<p>Please confirm your organisation is willing to, and capable of providing works as per Part B – Scope of Works of this RFP.</p> <p>(Note: Tenderers may submit an alternative proposal of works, in addition to a complying proposal)</p>	<p>Yes / No</p>
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Confirm the optional game titles you propose to host and deliver

See Part B – Scope of Works, item 1, for a full list of required and optional event game titles.

Game title	Event track	Min no. of athletes	Platform	Please select
Counter-Strike: GO	IESF WC Womens	5	PC	<input type="checkbox"/>
Counter-Strike: GO	IESF WC Opens	5	PC	<input type="checkbox"/>
Dota 2	IESF WC Opens	5	PC	<input type="checkbox"/>
Tekken7	IESF WC Opens	1	PS5	<input type="checkbox"/>
eFootball PES	IESF WC Opens	1	PS5	<input type="checkbox"/>
PUBG Mobile	IESF WC Opens	4	Mobile	<input type="checkbox"/>
Mobile Legends BB	IESF WC Opens	5	Mobile	<input type="checkbox"/>

Financial Details

Please outline your proposed Event Budget in a table or list format or separately attached excel spreadsheet, detailing provision for (as applicable):

- event delivery expenses
- content and broadcast production costs
- marketing or advertising costs
- domestic travel and accommodation
- international travel airfares
- travel and medical insurance
- athlete competition attire (team kit)
- other items

Event delivery plan

Please outline your event delivery plan, including:

- proposed timeline of events and key dates
- event structure (the IESF prefers an online with offline finals event but this is not compulsory)
- if proposing a live, or in-person offline event for all or any part of the National Qualifiers:
 - a detailed live event plan including proposed venue and production plan for lighting, sound and vision;
 - a risk management plan including COVID management;
 - details of required athlete or crew transport, accommodation and any other treatments (if applicable).

Tournament delivery plan

Please outline your tournament delivery plan, including:

- proposed tournament format and processes
- tournament and format(s) and bracket platform(s)
- registration process
- player marshalling process
- data management process for the handling of scoring and results

Broadcast and Content Strategy

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Please outline your broadcast and content strategy to support marketing, community engagement, and awareness of the event, including any proposals for use of talent (e.g., casters, influencers, etc).

Revenue plan

Please outline your revenue generation plan that addresses the proposed Event Budget.

Inclusion strategy

Please outline how your proposed works will enable and support an inclusive competitive environment (maximum 1 page).

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Part E – Contract

Schedule 8. Draft Contract

Intentionally Withheld. Available to Approved Tenderers.
