



REQUEST FOR PROPOSAL

FOR

PROVISION OF LED SERVICES

CONTENTS

1. INTRODUCTION	3
2. REQUEST FOR PROPOSAL	3
3. THE SERVICES	6
4. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF PROPOSALS	7
5. AMENDMENT/ADDENDUM.....	8
6. REQUIREMENTS OF THE RFP.....	8
7. SUBMISSION OF PROPOSALS.....	10
8. SELECTION OF THE WINNING PROPOSAL	11
9. ACCEPTANCE OF TERMS AND CONDITIONS	13
10. CONFIDENTIALITY	14
11. INTELLECTUAL PROPERTY.....	15
12. GENERAL.....	15
13. GOVERNING LAW AND DISPUTE RESOLUTION	17
SCHEDULE 1 (of RFP).....	18
SCHEDULE 2 (of RFP).....	21
SCHEDULE 1 (of the Services Agreement)	28
SCHEDULE 2 (of the Services Agreement)	37
SCHEDULE 3 (of the Services Agreement)	38
SCHEDULE 4 (of the Services Agreement)	47
SCHEDULE 5 (of the Services Agreement)	50
SCHEDULE 6 (of the Services Agreement)	54
SCHEDULE 7 (of the Services Agreement)	55
SCHEDULE 8 (of the Services Agreement)	56
SCHEDULE 3 (of RFP).....	61
SCHEDULE 4 (of RFP).....	66
AFFIDAVIT	66

INTRODUCTION

- 1.1 The Board of Control for Cricket in India (“**BCCI**”) is a society registered under the Tamil Nadu Societies Registration Act 1975, having its headquarters at Cricket Centre, Wankhede Stadium, Mumbai 400 020, India. BCCI established and organises the domestic Twenty20 cricket competition known as The Indian Premier League (the “**League**” or the “**IPL**”). This document (the “**RFP**”) constitutes a request for proposals from selected persons who BCCI considers may have the desire and competence/expertise to be appointed to provide the services referred to in **Schedule 2** to this RFP (the “**Services**”) during the Term, which shall be for the 2020 and 2021 Seasons and, if the Services Agreement is extended by BCCI, the 2022 Season. The attention of Interested Parties is drawn to Section 7 which sets out the deadline for submission of Proposals.
- 1.2 It is intended that the 2020 Season will take place in the period from March to May, but is subject to change at the sole discretion of the BCCI. The duration of each Season, the number of Stadia and the format of the League and the number of Matches may be subject to change at BCCI’s sole discretion.
- 1.3 The words and expressions defined in **Schedule 1** shall have the meaning set out in this RFP unless the context requires otherwise.

2. REQUEST FOR PROPOSAL

2.1 Request

BCCI hereby requests proposals from reputed entities to acquire the right and obligation to provide the Services in the manner described in and contemplated by this RFP and the Services Agreement. No Proposal from any party who intends to re-sell or sub-license the right to provide the Services or any part thereof will be accepted.

For the avoidance of doubt, nothing in this RFP, nor any communication made by the BCCI or its representatives, agents or employees shall constitute an agreement between the BCCI and any Interested Party, nor shall it be taken as constituting any representation that an Interested Party will be appointed in accordance with this RFP or at all.

2.2 Requisite Experience

To assist Interested Parties in understanding BCCI’s requirements, each Proposal must be from an Interested Party which can demonstrate the following, supplying evidence thereof as part of its Proposal:

- (a) extensive and relevant experience in providing services which are the same as or similar to the Services on an India wide basis;

- (b) a strong financial background (in relation to which the attention of the Interested Parties is drawn to Section 2.4.1 below);
- (c) sufficient human and other resources to provide the Services as contemplated in this RFP and the Services Agreement, including without limitation, a sufficient number of suitably qualified employees who will be involved in the provision of the Services and one person who will act as the prime account manager and the point person between BCCI and the successful Interested Party's staff;
- (d) sufficient contacts, expertise and resources in order to provide the Services generally and at each Stadium during the Term; and
- (e) references satisfactory to BCCI from entities for which the Interested Party has supplied services which are the same as or similar to the Services.

Proposals will be evaluated on their overall merits (in the BCCI's sole discretion), which will include, without limitation, the standard of delivery of the Services proposed by the Interested Party, the quality of the manpower proposed, the proposed charges and the Interested Party's experience and qualifications. The successful Interested Party may therefore not necessarily be the Interested Party which offers the most attractive financial terms.

BCCI reserves the right, to be exercised in its sole discretion, to waive each and any of the conditions and requirements in relation to any Interested Party.

2.3 Guarantees

For the purpose of securing performance by the successful Interested Party of all of its obligations under the Services Agreement, the successful Interested Party shall deliver to BCCI an irrevocable and unconditional Bank Guarantee in the format prescribed in **Schedule 4** to the Services Agreement for an amount equivalent to 30% (thirty percent) of the contract value for each Season on a rolling basis such that the 30% of the contract value payable to the Company for each Season is guaranteed fully and without any interruption.

The Company shall furnish the Bank Guarantees in accordance with the following schedule:

- (a) the Bank Guarantee for the 2020 Season, no later than 10 business days from execution of the Services Agreement; and
- (b) the Bank Guarantee for the 2021 Season and if appropriate, the 2022 Season, no later than 5th January 2021 and 5th January 2022 respectively.

If appropriate, once the Company furnishes the Bank Guarantee for the 2021 Season in accordance with the terms of the Services Agreement, BCCI shall, within 10 business days therefrom, return the existing Bank Guarantee, duly discharged to the Company and shall, if appropriate, do the same at the start of the 2022 Season in respect of the 2021 Bank Guarantee.

Each Bank Guarantee must be issued by an Indian Scheduled Bank (other than a bank specified below) unless otherwise stipulated by the BCCI. For the avoidance of doubt

Bank Guarantees from Union Bank of India, Punjab National Bank, Indian Bank, United Commercial Bank and Dena Bank and are not acceptable to the BCCI.

Failure to deliver the Bank Guarantee as provided herein, shall be a material breach of the Services Agreement entitling BCCI to terminate the Services Agreement if such breach is not remedied in accordance with the Services Agreement.

2.4 Eligibility Requirements

For the purpose of this RFP, any entities anywhere in the world (which expression includes, as regards corporate entities, each Interested Party and/or its parent or subsidiary companies), which satisfy the following requirements as at the date of this RFP (or such other specific date as is specified in this RFP in relation to any individual criteria) are eligible to participate in this process and to submit Proposals.

2.4.1 Financial strength

The most recent audited annual turnover of each Interested Party must have exceeded Rs. 30 crores and, for these purposes, only the annual turnover for the financial year of the Interested Party is relevant and turnover from any company in the same Group as the Interested Party may not be consolidated with or otherwise added to the Interested Party's turnover for the purposes of satisfying this threshold.

2.4.2 Fit and Proper Person

Each Interested Party and, in the case of any corporate Interested Party, any person who (directly or indirectly) Controls or is Controlled by any such corporate Interested Party must be a fit and proper person (including without limitation (i) not having been convicted by a court of a criminal offence involving moral turpitude; and/or (ii) not being in contravention of the Conflict of Interest Rules) and BCCI reserves the right to reject any Proposal from any Interested Party which in BCCI's opinion and at its discretion does not satisfy this criteria.

Interested Parties which are corporate entities must not be incorporated in jurisdictions where the standards of corporate governance and financial regulation are unacceptable to BCCI. In the event, that any Interested Party or any corporate entities which are shareholders in the Interested Party are incorporated in such jurisdictions including without limitation Mauritius or British Virgin Islands, the Interested Party will be required to provide full details of all its or such shareholders in such corporate entities including the ultimate beneficiaries thereof and any share transfers related thereto going back two years prior to submission of the Proposal.

2.4.3 Proposal Rejection

Any Proposal submitted by Person which fails to satisfy the eligibility requirements set out in this RFP may be accepted or rejected by BCCI in its absolute discretion. BCCI shall not pre-judge or advise an Interested Party whether it is qualified or not. The Interested Party must submit its Proposal in accordance with the process specified in this RFP and enable BCCI to then evaluate its Proposal. BCCI reserves the right not to accept or to reject any Proposal and, if it considers it to be appropriate (in its sole

discretion), not to appoint any Interested Party at all and to make alternative arrangements for the provision of the Services.

Potential Interested Parties should also be aware that any Proposal submitted by any entity that is currently involved in any litigation proceedings (civil or criminal) or a dispute of any kind with BCCI and/or in default of any contractual obligation or undertaking owed to BCCI (including, without limitation, any payment obligation) or which is Connected to any entity that is currently involved in any litigation proceedings (civil or criminal) or a dispute of any kind with BCCI and/or in default of any contractual obligation or undertaking owed to BCCI (including, without limitation, any payment obligation) may be rejected by BCCI in its absolute discretion notwithstanding that such entity otherwise fulfils the eligibility criteria set out in this RFP.

Only one Proposal may be submitted by each Interested Party which for the purposes of this Section shall include any person which is Connected to any Interested Party.

3. THE SERVICES

- 3.1 Details of the Services to be provided by an Interested Party are set out in **Schedule 1** of the Services Agreement, which itself is at **Schedule 2** to this RFP. The Services are to be delivered and invoiced to BCCI in the manner which is contemplated in this RFP and is set out in the Services Agreement. It is anticipated that there will be not less than 8 Stadia during the 2020, 2021 and, if appropriate, 2022 Seasons although the actual number of such Stadia may be higher or lower.
- 3.2 A Services Agreement is set out in **Schedule 2** of this RFP and contains further details in respect of the rights and obligations of each party. Interested Parties are required to fill in details wherever required and thereafter execute and deliver the same as part of their respective Proposals, as contemplated in Section 8.2. BCCI will countersign the Services Agreement within 5 days of announcing the successful Interested Party. Appropriate stamp duty as per the provisions of the Maharashtra Stamp Act, 1958 shall be paid solely by the successful Interested Party. The successful Interested Party shall not be entitled to enter into negotiations in relation to any aspect of the Services Agreement.
- 3.3 In order to assist Interested Parties with the accurate completion of the Cost Sheet with regard to items etc. a document displaying examples of previous years' items is set out in **Schedule 5** to the Services Agreement. It is not a definitive list (and no responsibility or liability for it is accepted by BCCI) but is included for demonstrative purposes only. In addition, each Interested Party who intend to submit a proposal is compulsorily required to do a demonstration of the LED boards in Wankhede stadium, Mumbai in order for BCCI to assess them. The date for this will be Tuesday 4th February 2020. Interested parties should contact Prabhakaran Thanraj at Prabhakaran.Thanraj@bccitv to arrange the timing of their session.

4. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF PROPOSALS

4.1 Further Information

Interested Parties shall remain responsible for obtaining all further information necessary or expedient for the purpose of submitting their respective Proposals, and will be deemed to have done so before submitting any Proposal. No irrelevant query will be entertained and the decisions of BCCI in this regard shall be final. No Interested Party shall, in the process of seeking clarifications or requesting further information, enter into any contractual negotiations in relation to the Services Agreement or otherwise. Further, no Interested Party shall, in the process of seeking clarifications, submit a request for information relating to any internal processes followed by BCCI. BCCI reserves the right, to be exercised at its sole discretion, to request further information from any Interested Party and the replies to any such request shall be deemed to form part of such Interested Party's Proposal and shall therefore be the subject of the warranty contained in the Proposal Submission Letter to be submitted by such Interested Party as part of its Proposal.

Requests from Interested Parties for clarification and/or further information relating to this RFP must be addressed to BCCI by email to rfp@bccitv and marked for the attention of Chairman IPL, Governing Council BCCI and received by BCCI on or before 12.00 PM(IST) Tuesday 28th January 2020. Any clarification issued by BCCI will automatically become part of this RFP and will, if appropriate, be reflected in the Services Agreement, which the Interested Parties will be required to submit along with their proposal.

The BCCI reserves the right to aggregate all requests from Interested Parties for clarification and/or further information, and the BCCI's responses to such requests, and to provide the consolidated list or requests and responses to all Interested Parties. Such information shall be deemed to be Confidential Information for the purposes of clause 10 of this RFP.

4.2 No Conditionality

Interested Parties may not make any of their Proposals subject to any form of conditionality or limitation including, without limitation, the identity of, or particular arrangements being put in place with, any other third party. Any such conditional Proposals may be summarily neglected and/or rejected at BCCI's sole discretion.

4.3 **Proposal Costs**

Each Interested Party is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its Proposal and any responses to requests for further information by BCCI.

5. **AMENDMENT/ADDENDUM**

5.1 The information set out in this RFP is in summary form and does not purport to contain complete descriptions of the arrangements relating to (i) the organisation, staging and format of the League and Matches and (ii) the Services or the terms and conditions affecting the provision of the same, all of which may be subject to change and amended by BCCI in its discretion. This RFP does not contain any warranty, assurance or representation of any kind upon which any Interested Party is entitled to rely at any point in time whether in order to bring any claim, action or proceedings of any kind against BCCI or any other person (including without limitation for misrepresentation and/or breach of any duty) or otherwise.

5.2 At any time prior to the last date for submission of Proposals, BCCI may, either for any supervening factors and/or events or in response to a bona fide request for further information (including clarification) by an Interested Party or otherwise, at its sole discretion modify, add or alter the terms in and/or the conditions of this RFP including the Services Agreement by issuing an amendment and/or addendum(s) or otherwise, without any obligation to provide reasons.

Any such amendment(s)/addendum(s), if any, will be notified in writing to the Interested Parties as soon as practicable and will form part of this RFP and will be binding. BCCI may at its sole discretion extend the deadline for the submission of Proposals.

Any such amendment(s)/addendum(s) made by BCCI shall be without any liability attaching to the BCCI and shall not entitle any Interested Party to raise a claim or dispute of any kind against BCCI.

6. **REQUIREMENTS OF THE RFP**

6.1 Each Interested Party shall, at the time of submission of its Proposal, submit the following documents (together the “**Proposal Documents**”), to be initialled on each page and signed by the Interested Party/its authorised representative. Any such representative’s authorisation should be confirmed by a written Power of Attorney/Board Resolution accompanying the Proposal:

- (a) a Proposal Submission Letter together with the supporting documents required to be provided as in **Schedule 3** of this RFP;

- (b) an Affidavit which is to be attested/notarized on Rs.100 stamp paper as per **Schedule 4** of this RFP;
- (c) full details of the Interested Party's plans and proposals for the provision of its Services. This should include details of:
- the range and level of resources that will be used to provide the Services,
 - the management structures proposed for the Services (including key account management personnel),
 - the service levels and timelines regarding the delivery of the Services,
 - the acceptance procedures to be followed by BCCI with regard to the Services, and
 - the provision of information and reporting to BCCI.
- (d) Cost Sheet as per **Schedule 7** of the Services Agreement showing the proposed charges in connection with the Services, as well as the further sheet as set out in **Schedule 8**;
- (e) Confirmation of attendance at the demonstration of the LED boards as outlined in clause 3.3 above;
- (f) detailed documentary evidence demonstrating the Interested Party's credentials regarding the criteria set out in Section 2.2 above, including letters of recommendation, evidence of previous relevant expertise, letters from other companies for whom the Interested Party has worked previously for similar provision of Services, list of past clientele with contact details of references at a senior executive level and the proposed team profile/detailed résumés of the Interested Party's key responsible management and creative staff that would be carrying out the Services;
- (g) two identical originals of the Services Agreement, as provided at **Schedule 2**, each stamped for a minimum of INR 100 (appropriate stamp duty as per the provisions of the Maharashtra Stamp Act, 1958 shall be paid solely by the successful Interested Party) and duly signed and initialled on every page by an authorised signatory for and on behalf of the Interested Party, but otherwise unaltered save that the Interested Party shall insert the following details:
- (i) the full name and registered office address of the Interested Party at the start of the Services Agreement
 - (ii) the email id and name of the relevant person for notices in paragraph 6(b); and
 - (iii) full name of the Interested Party on the signature page.
- (h) confirmation that its Proposal for the provision of the Services complies with any and all applicable national and local laws; and
- (i) contact details (address, phone and email) of the representative of the Interested Party who BCCI shall inform of its decision in respect of the Proposal.

- 6.2 By the submission of a Proposal, the Interested Party warrants and represents to the BCCI that:
- (a) it shall not claim any association with the BCCI or the IPL in relation to its Proposal or otherwise;
 - (b) it will observe all statutory and competition-related provisions of BCCI, as well as specific instructions and all applicable national and international laws; and
 - (c) the information contained in its Proposal shall not be false or misleading and that if, following submission of the Proposal, there is any change in the Interested Party's circumstances which may affect such information, the Interested Party shall promptly notify BCCI in writing setting out the relevant details in full.

7. SUBMISSION OF PROPOSALS

- 7.1 Only the persons who comply with the eligibility requirements set out in Section 2 above are entitled to participate in this process and to submit a Proposal. Any Proposal submitted by any person who is not eligible as per the requirements of the above-mentioned eligibility Section may be rejected by BCCI in its absolute discretion.
- 7.2 The duly signed Proposal Submission Letter together with the supporting documents referred to in Section 6.1 (a), the Affidavit referred to in Section 6.1 (b) and the contact details referred to in Section 6.1 (i) should be enclosed in one envelope clearly labelled as follows "*Envelope A –Proposal Submission Letter and Affidavit*".
- The information and evidence referred to in Section 6.1 (c), (e), (f) and (h) should be enclosed in a separate envelope clearly labelled "*Envelope B – Provision of Services - supporting documents*".
- 7.3 The proposed Charges as mentioned in Section 6.1 (d) along with the duly executed Services Agreement as mentioned at 6.1 (g), should be enclosed in a separate envelope clearly labelled as follows: "*Envelope C - Provision of LED Services: Charges and Services Agreement*". The proposed Cost Sheets should only be contained in Envelope C and not in Envelopes A or B.
- 7.4 The three envelopes containing the Proposal Documents must be identified as per the instructions in Section 7.2 and 7.3 and must together be contained in another sealed outer envelope and marked as follows:

Request for Proposal – Provision of LED Services
Attn of: Chairman, IPL Governing Council

There should be nothing on the outside of the outer envelopes containing the Proposal Documents which identifies or indicates the identity of the Interested Party. There should be a covering letter accompanying the sealed envelopes (separate from the Proposal Submission Letter) stating that the Interested Party has submitted the

documents in time, which will be countersigned by the Officer receiving the documents and will record the time of their submission by the Interested Party.

- 7.5 The Proposal Documents in sealed envelopes, as above, shall be delivered by hand by an authorised representative of the Interested Party **by 11 AM (IST) on 5th February 2020** to BCCI Office, Cricket Centre, Wankhede Stadium, Mumbai 400 020. No Proposal in torn condition or in unsealed envelopes will be accepted. All Proposal Documents must be delivered at the same time and no further documents or Proposals will be accepted past this time and date unless BCCI decides otherwise in its absolute discretion. Please also note that BCCI intends to ask each relevant Interested Party (being Interested Parties whose documents in Envelopes A, B and C conform with the requirements of this RFP) to make a presentation to the BCCI on the day on which the Proposals are submitted, in the manner specified in Section 8 below.
- 7.6 The Proposal Documents submitted by all Interested Parties shall be retained by BCCI and no Interested Party shall assert ownership or any rights in respect of the content in the Proposal Documents for any reason including to seek to prevent the use of the same by any party.

8. SELECTION OF THE WINNING PROPOSAL

- 8.1 BCCI shall upon receipt of all Proposals, evaluate the Proposals immediately thereafter in the following manner:
- (a) **Round 1:** Envelope A of all Interested Parties will be opened first (while all Envelopes B and C will remain unopened) and examined for conformity with this RFP. Those Interested Parties whose respective Envelopes A are found to be in conformity with this RFP shall be declared eligible for proceeding to Round 2. The respective Envelopes B and C of those Interested Parties whose respective Envelopes A are not found to be in conformity with this RFP shall be returned to the respective Interested Party unopened.
 - (b) **Round 2:** The respective Envelopes B of those Interested Parties who are declared eligible for proceeding to Round 2 shall then be opened. A panel constituted by the BCCI will then decide the order in which each such Interested Party will make a presentation before the said panel. The said presentation is expected to briefly deal with the detailed contents of Envelope B and answer any queries that the panel may have including in relation to the said contents. During the period an Interested Party is making its presentation, the representatives of other Interested Parties will be requested not to remain present. After all the presentations are over, the panel will deliberate in the absence of the representatives of any Interested Party. Thereafter, the panel may, at its discretion, either (i) declare that all the Interested Parties who have made presentations are eligible for proceeding to Round 3; or (ii) shortlist some Interested Parties (and not others) and declare only the shortlisted Interested Parties as being eligible for proceeding to Round 3. In the event, the panel shortlists some Interested Parties for proceeding to Round 3, the respective Envelopes C of those Interested Parties who are not shortlisted shall be returned unopened to the respective Interested Party. All Interested Parties agree and acknowledge that any decision regarding short-listing will be based on the

panel's subjective assessment and shall be final and binding on all Interested Parties.

(c) **Round 3:** The respective Envelopes C of those Interested Parties who have been declared eligible for proceeding to this Round 3 shall then be opened. After the respective Envelopes C of such Interested Parties are opened and examined for conformity with this RFP, the panel may, at its discretion, adopt any of the following courses of action:

- (1) immediately declare the successful Interested Party from amongst those Interested Parties whose respective Envelopes C are found to be in conformity with this RFP;
- (2) ask all Interested Parties whose respective Envelopes C are found to be in conformity with this RFP to submit revised proposed Cost Sheets (which shall not be higher than the respective proposed Cost Sheets originally proposed by such Interested Parties in their respective Envelopes C) and thereafter declare the successful Interested Party;
- (3) in the event only one Interested Party is declared eligible for proceeding to Round 3 and/or in the event only one Interested Party's Envelope C is found to be in conformity with this RFP, negotiate the proposed Cost Sheets with such Interested Party provided that the re-negotiated proposed Cost Sheets shall not be higher than the proposed Cost Sheets originally proposed by such Interested Party in its Envelope C;
- (4) cancel the entire process conducted under this RFP provided that this course of action shall be adopted only if, after adopting the course of action set out in either Section 8.1(c)(2) or Section 8.1(c)(3) above, the panel is of the view that the outcome is not in the best interests of the BCCI; or
- (5) such other course of action as it considers appropriate in the circumstances having regard to the best interests of the BCCI.

8.2 BCCI intends to complete the entire process above mentioned on the same day as submission of Proposals, however retains the right to extend the process at its discretion. Interested Parties should be aware that their presentations in Round 2 should ideally last no longer than 20 minutes in total. The respective authorized signatories who have signed the Services Agreement and any other documents submitted by the respective Interested Parties as part of their respective Proposals should remain available in person at the place where the above-mentioned process is being carried out.

8.3 BCCI is under no obligation to give any reasons for any rejection or for any other decision made in connection with this RFP or the RFP process.

8.4 The appointment of the successful Interested Party will be conditional upon and subject to, inter alia the execution by such Interested Party and BCCI of the Services Agreement with the inclusion therein of the relevant commercial terms and submission of Bank Guarantee by such Interested Party in accordance with Section 2.3. The relevant

Interested Party shall, upon being informed under Section 8.1 that its Proposal has been successful, work in good faith with BCCI and BCCI shall execute the Services Agreement (so submitted by the Interested Party along with its proposal) and deliver to BCCI the Bank Guarantee within 10 business days as detailed at Section 2.3.

- 8.5 By submitting a Proposal each Interested Party irrevocably agrees to the above-mentioned process for the selection of the winning Proposal. Once submitted no Proposal may be withdrawn at any time and will be capable of acceptance by BCCI until such time as the appointment of the Interested Party has become unconditional and the Services Agreement has been counter-signed by BCCI.
- 8.6 For the avoidance of doubt, BCCI is not obliged to accept the lowest monetary offer and Interested Parties hereby acknowledge that BCCI shall be entitled to accept the offer which the BCCI in its own opinion and absolute discretion considers to be the in the best interests of the BCCI. BCCI reserves the right, to be exercised in its sole discretion, to waive each and any of the conditions and requirements in relation to any Interested Party at any stage during the process.

9. ACCEPTANCE OF TERMS AND CONDITIONS

- 9.1 Each Interested Party irrevocably and unconditionally accepts and agrees that by submitting a Proposal:
- (a) it agrees to be bound by the terms, conditions and obligations set out in this RFP and in the Services Agreement;
 - (b) it has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions (including the outcome) of this RFP and the Services Agreement;
 - (c) by submitting a Proposal it is warranting that it is a person who satisfies all Eligibility requirements referred to in Section 2 and that all information provided by it in connection with its Proposal (including without limitation as set out in the Proposal Submission Letter) is at the date of submission of the Proposal true and accurate in all aspects and that if after the date of such submission and before the appointment of the successful Interested Party any circumstances occur which would render any such information inaccurate it shall inform BCCI (providing full details) immediately; and
 - (d) neither it nor any entity with which it is Connected is involved in any proceedings or in default of any contractual obligation or undertaking in each case of the kind referred to in Section 2.4.2.

10. CONFIDENTIALITY

- 10.1 All information of whatever nature and in whatever format contained within any Proposal and/or any response or clarification (whether oral or written) provided by or on behalf of BCCI to any Interested Party during the RFP process is and shall be kept strictly confidential by the Interested Party.
- 10.2 Accordingly, in consideration of BCCI allowing that Interested Party to participate in the RFP process contemplated by this RFP, each Interested Party accepts that, by submitting any Proposal, it is undertaking to BCCI:
- (a) to keep all Confidential Information private and confidential and to use any and all Confidential Information solely in order to consider making and/or to make a Proposal, in order to seek to obtain an award of the right to provide the Services and in order to take part in the RFP process;
 - (ii) not to disclose, distribute or reveal any Confidential Information to any person other than to those persons who are required to receive and consider the same for the purpose of formulating the relevant Proposal and/or their professional advisers under conditions of confidentiality; and
 - (iii) not to discuss the terms of this RFP or the Interested Party's proposal with any rival applicants.
- 10.3 **"Confidential Information"** means all information in whatever form and however stored (including, without limitation, written, oral, visual or electronic) relating directly or indirectly to the content of the discussions between BCCI and the Interested Party relating to this RFP, the Interested Party, its Proposal and/or any Services Agreement, the fact that such entities are discussing its Proposal and/or any Services Agreement and the status of those discussions and/or the existence, nature and terms of any Proposal, or any subsequent discussions, agreements or arrangements relating thereto, and all information (whether of a technical nature or otherwise) relating to the business or affairs of BCCI (and/or its/their commercial partners, or associated or subsidiary entities) as may be communicated by or on behalf of the BCCI to the Interested Party during the RFP process and any subsequent negotiations in connection therewith.
- 10.4 The Interested Party is strictly prohibited from making any form of public announcement or statement relating directly or indirectly to this RFP, the RFP process, BCCI, the IPL and/or its Proposal (whether ultimately appointed or not) without the prior written consent of the BCCI, which may be given or withheld in the BCCI's absolute discretion. Each Applicant acknowledges and agrees that the BCCI shall have the sole right to make any announcement in relation to this RFP, the RFP process and the selection and/or appointment of any Interested Party (if at all).
- 10.5 The BCCI retains the express right to disclose any and all information provided to it by the Interested Party as part of the RFP process or in its Proposal to any third party where required to make such disclosure pursuant to a legally binding order of any court or any

legally binding order of a regulatory, judicial, governmental or similar body of competent jurisdiction.

11. INTELLECTUAL PROPERTY

- 11.1 By the submission of a Proposal, the Interested Party warrants and represents to BCCI that:
- (a) all elements of the Proposal do not infringe any third party rights;
 - (b) it owns all rights of any nature in its Proposal; and
 - (c) it shall not use any Intellectual Property owned by the BCCI except as permitted by the BCCI.
- 11.2 The Interested Party acknowledges that all Intellectual Property rights and all commercial rights in relation to the IPL including but not limited to its names, logos and trophies, remain the exclusive property of BCCI.
- 11.3 Proposals and other supporting papers that may be furnished shall become the property of BCCI upon their delivery and BCCI will not be obliged to return them. Irrespective of whether any Proposal is successful or not, BCCI shall be entitled to use (free from any payment or restriction) all ideas, concepts, recommendations or other materials (save for trademarks and copyrighted materials) contained in such Proposal or otherwise communicated to BCCI during the RFP process. The Interested Party waives and shall not make any claim against BCCI in respect of any use made by BCCI of any Intellectual Property or other similar rights relating to the ideas, concepts or any other materials (save for any trademarks or copyrighted materials of the Interested Party) contained in its Proposal.

12. GENERAL

- 12.1 No warranty or representation (express or implied) as to the reliability, completeness or accuracy of the information in this document or any other information at any time made available to the Interested Party in connection with this RFP or the RFP process is given by BCCI or any other person. Accordingly, each Interested Party and recipient of this RFP shall be responsible for verifying the accuracy of all information contained in this RFP and for making all necessary enquiries prior to the submission of its Proposal. Neither BCCI nor any of its associates, agents, employees, officers, officials or representatives will be liable for any claims, losses or damages suffered by any Interested Party, prospective Interested Party or other recipient of this RFP in relation to this RFP, the RFP process, the selection and/or appointment (or rejection) of any Interested Party, as a result of any reliance on any information contained in this RFP or otherwise. The Interested Party expressly waives any right of action it may have against the BCCI with regards to the RFP process.
- 12.2 In furnishing this RFP, BCCI does not undertake or agree to or acknowledge any obligation to provide to the Interested Party any additional information or to respond to

any queries or to update this RFP or to correct any inaccuracies which may become apparent in it.

- 12.3 Neither the issue of this RFP nor any part of its content is to be taken as any form of commitment or acknowledgment on the part of BCCI to proceed with any Proposal or any Interested Party and BCCI reserves the unfettered right to annul, terminate and/or reject any Proposal or to vary or terminate the RFP procedure at any time or stage and in any way without giving any reasons. No Interested Party shall have any cause of action or claim against BCCI or any other person for the annulment or termination of the RFP procedure or rejection of its Proposal. This RFP does not, and is not intended to, constitute a contract, invitation to treat or an offer which is in any way capable of acceptance by any Interested Party.
- 12.4 BCCI reserves the unfettered right and absolute discretion and without any liability whatsoever to any Interested Party:
- (a) to cancel the entire process at any stage prior to the execution by BCCI of a binding Services Agreement with an Interested Party without giving any reasons and without giving any prior notice; or
 - (b) to amend, vary, waive and/or modify any or all of the terms and conditions of this RFP (including the Services Agreement) pursuant to Section 5 above.
- 12.5 Neither BCCI nor any of its officers, officials, employees or agents shall, in any circumstances whatsoever be responsible or liable in any manner or mode by whatever name called or described for any costs, liability, losses, damages or expenses of any kind whatsoever incurred or suffered in connection with or as a consequence of the preparation or delivery of any Proposal, or compliance with or with a view to compliance with any of the requirements of this RFP by any Interested Party.
- 12.6 Any concealment of any material fact by or on behalf of any Interested Party may, at BCCI's discretion and without prejudice to BCCI's other rights and remedies, lead to disqualification of the Interested Party.
- 12.7 The grant of any right to provide the Services shall be conditional upon BCCI countersigning the Services Agreement and the Interested Party submitting the Bank Guarantee within the stipulated time.
- 12.8 No Interested Party (or any person in any way connected with or acting on behalf of a Interested Party) shall take any action (other than the submission of a Proposal in accordance with this RFP) which is intended or likely to influence any award of rights under this RFP and any such action may, at BCCI's discretion, result in the immediate disqualification of the relevant Proposal.
- 12.9 Each Interested Party will immediately inform the BCCI of any change in Control of its ownership or any change to its senior management. The BCCI reserves the right to reallocate any and all aspects of the Services if there is a change in Control in the Interested Party's ownership or if the senior management of the Interested Party changes.

- 12.10 References to the singular shall, where appropriate, include the plural and vice versa and references to one gender shall include all other genders.
- 12.11 The schedules shall be deemed to be incorporated into and form part of this RFP.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This RFP shall be governed by and construed in accordance with Indian law and the Courts at Mumbai, India shall have exclusive jurisdiction in relation to all matters arising out of or connected with this RFP.
- 13.2 If any dispute arises under this RFP which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration under The Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment/replacement thereof then in effect and conclusively resolved by a single arbitrator appointed by mutual consent of parties or failing which by such process as is laid down in said Act.
- 13.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 13.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.
- 13.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 13.6 BCCI shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai in connection with this RFP including without limitation if it reasonably believes that damages may not an adequate remedy for any breach by any Interested Party of the terms of this RFP

**For and Behalf of
The Board of Control for Cricket in India**

BCCI Hon Secretary

21st January 2020 _____

SCHEDULE 1 (of RFP)

GLOSSARY OF TERMS

Affiliate, with respect to any party, means any corporation, joint venture, or other business entity (i) which owns at least 20% of the share capital or equity interest of such party, (ii) in which such party owns at least 20% of its share capital or equity interest, (iii) at least 20% of the shares of which are owned by the Parent Company of such party, or (iv) which Controls, is Controlled by or under common Control with such party and “**Affiliated**” shall be construed accordingly.

Bank Guarantee shall have the meaning in the Services Agreement.

business day shall mean any day (apart from Saturday or Sunday) on which banks in Mumbai are generally open for business.

Commencement Date shall have the meaning ascribed to it under the Services Agreement.

Conflict of Interest Rules shall mean Rules 38 and 39 of the Memorandum of Association and Rules and Regulations of BCCI as amended from time to time. The current Conflict of Interest Rules are annexed as **Schedule 9** to the Services Agreement.

Connected: for the purposes of this RFP one person shall be “**Connected**” to another person:

- (i) where such other person is in an unlisted company, it directly or indirectly owns or in the previous three years has owned 10% or more of any shares carrying voting rights in such other person or has or in the previous three years has had any direct or indirect interest of any kind in any shares in such other person;
- (ii) where such other person is a listed company, it directly or indirectly owns or in the previous three years has owned any shares in such other person or has in the previous three years had any direct or indirect interest of any kind in any shares in such other person except where 5% or less of such shares are owned or at the subject of such interest;
- (iii) where both such persons are companies in the same Group;
- (iv) where either of such persons Controls the other;
- (v) where one person is a company the other is a director or officer of such company;
- (vi) where both such persons are individuals, they are related to each other (being both members of the same family, which expression shall mean immediate family together with any persons who are members of the immediate family of any such family member (such as cousins and uncles))

and “**Connection**” shall be construed accordingly.

Control means the power of a person (directly or indirectly) to direct or cause the direction of the management and policies of any other person or the ownership (directly or indirectly) of more than fifty percent (50%) of the equity or capital of, or the voting power in, any other person and “**Controls**”, “**Controlled**” and “**Controller**” shall be construed accordingly and a “**Change of Control**” shall occur if (i) a person who Controls another person ceases to do so; or (ii) a different person acquires Control of such other person; or (iii) any person acquires Control of another person in circumstances where no person previously Controlled such other person.

Cost Sheet shall mean the forms to be submitted by each Interested Party in the format provided in **Schedules 7 and 8** of the Services Agreement.

Group shall mean a group of companies comprising of all companies which are under the same management according to the conditions set out in Companies Act 2013 (India) and include all companies that are Affiliates of such companies. The ultimate parent company of the Interested Party and all enterprises whose accounts are consolidated on a line-by-line basis in such ultimate parent company’s audited financial statements shall also form part of the Group.

Intellectual Property shall mean all copyright and other intellectual property rights howsoever arising and in whatever media now known or hereafter devised, whether or not registered or capable of registration, including copyright, trade marks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

Interested Party shall mean any person which submits a Proposal to BCCI in response to this RFP.

League, IPL or Event shall mean the Twenty20 cricket tournament known as The Indian Premier League.

Listed shall, in relation to a company, mean that all or part of its shares are listed and traded on a recognised investment exchange, whether in India or elsewhere.

Match shall mean any match forming part of the League in the Season including the end of Season play-off matches to decide the ultimate winner of the League.

Person or person means any natural person, company, firm, partnership, unincorporated association and any other entity of any kind whatsoever who or which is capable to contract under the Indian Contract Act, 1872.

Proposal shall mean a written offer to acquire the right to provide the Services during the Term, and which is submitted to BCCI subject to, and in accordance with, the terms and conditions of this RFP.

Proposal Submission Letter shall mean the letter to be submitted by each Interested Party in the format provided in **Schedule 3** of this RFP.

RFP shall mean this Request for Proposal document together with all Schedules which form part of it.

Season shall mean the period of time during the Term during which the League takes place in 2020, 2021 and if appropriate, 2022.

Services shall mean the services referred to in **Schedule 1** of the Services Agreement, which shall be provided by the successful Interested Party pursuant to the Services Agreement.

Services Agreement shall mean the written agreement to be entered into between BCCI and the successful Interested Party in the form at **Schedule 2**.

Stadium shall mean each stadium at which a Match is staged and “**Stadia**” shall be construed accordingly.

Team shall mean each team which forms part of the League from time to time.

Term shall mean the period commencing with the signature of the Services Agreement and ending on 31 July 2021, as the same may be extended by BCCI such that it ends on 31 July 2022.

Unlisted shall, in relation to a company, mean that none of its shares are listed and traded on a recognised investment exchange, whether in India or elsewhere.

Working Day means any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai.

**SCHEDULE 2 (of RFP)
SERVICES AGREEMENT**

THIS AGREEMENT is made between:

(1) **The Board of Control for Cricket in India** a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai 400 020, India (the “**BCCI**”); and

(2) _____

[insert *COMPANY NAME and address*] (the “**Company**”)

WHEREAS:

- (A) The Indian Premier League (the “**League**”, “**IPL**” or “**Event**”) is a Twenty20 League organised by the BCCI.
- (B) The BCCI is desirous of engaging a service provider for provision of LED related Services as more specifically detailed in **Schedule 1** hereto for the Term specified herein.
- (C) In response to the Request for Proposal (as defined below) the Company (or persons acting on its behalf) submitted its Proposal and subsequently acquired the right to be appointed to provide the Services to the BCCI for the Term.
- (D) The BCCI is willing to appoint the Company and the Company wishes to be appointed to provide the Services (as defined below) on the following terms and conditions.

IT IS HEREBY AGREED as follows:

1. **Appointment**

The BCCI hereby appoints the Company to provide the Services in connection with the IPL during the Term and the Company hereby agrees to provide such Services in accordance with this Agreement including the Schedules. If and to the extent that during the Term the nature of the Services changes to any significant extent then each party shall in good faith discuss and agree any necessary additions or changes to this Agreement to reflect such changes and, in this regard, the Company shall act in accordance with BCCI’s reasonable instructions.

2. **Term**

This Agreement shall take effect upon the Commencement Date and shall, unless terminated earlier, expire at the end of the Term. BCCI shall by giving written notice to the Company on or before 31 July 2021 have the right to extend the Term for one year such that it expires on 31 July 2022 and if BCCI exercises this right then the Company shall be obliged to provide the Services in respect of the 2022 Season on the terms and conditions of this Agreement.

3. **Duties and obligations of the Company**

3.1 The Company hereby warrants that it has and shall continue to have throughout the Term the requisite expertise and manpower required to provide the Services in accordance with the terms and conditions of this Agreement and as contemplated by the Request for Proposal together with the Company's Proposal and hereby undertakes and agrees with the BCCI that it shall, during the Term:-

- (a) in providing the Services, act with all such diligence, professionalism and care as would be expected of a prestigious organisation providing services similar to the Services at a world class sports event;
- (b) meet and co-operate with the BCCI insofar as the BCCI deems necessary in connection with the provision of the Services and act at all times in the best interests of the BCCI and the IPL;
- (c) comply with any and all instructions of the BCCI in connection with the provision of the Services;
- (d) not interfere or disrupt the staging or conduct of a Match or the League in performing its obligations under this Agreement;
- (e) comply with all of the obligations set out or referred to in **Schedule 1** fully and in a timely fashion (time being of the essence with regard to the provision of the Services);
- (f) keep the BCCI informed in writing promptly upon request about any information required by the BCCI in relation to the provision of the Services and immediately inform the BCCI in writing of any problems, errors, omissions and shortcomings of whatsoever nature or dispute of any kind in relation to the Services or their provision;
- (g) at all times act in good faith and in the BCCI's best interests in providing the Services;
- (h) keep BCCI informed on a regular basis (and promptly upon request) of all activities carried out by it in connection with the Services and shall, as soon as reasonably practicable, notify the BCCI in writing of any significant matter or occurrence in relation thereto;
- (i) make available personnel at its own cost in such numbers and of such qualifications, experience and competence as are necessary to carry out the Services (and ensure that such persons are allocated solely to providing the

Services) and keep BCCI updated on the list and resumes of the Company's key personnel and staff engaged in carrying out the Services;

- (j) depute such personnel at its cost to BCCI office during the League, if requested by BCCI from time to time;
- (k) ensure that all of the personnel made available for the provision of the Services have sufficient past experience in providing services of a kind similar to the Services and shall be well departed and thoroughly professional in their conduct throughout the course of the provision of the Services and shall always act strictly as per the directions given to them, any instructions of the BCCI and in accordance with all Applicable Laws;
- (l) exercise requisite control and supervision over its personnel in the course of rendering the Services and be solely responsible and liable for its personnel and their conduct;
- (m) ensure that none of the personnel made available for the provision of the Services have been convicted of any criminal offence in the past, or has any past criminal record (barring minor traffic offences), and it shall be solely responsible to carry out a thorough background check on its personnel in order to ensure that none of the personnel so deployed has any past criminal record;
- (n) ensure that it obtains all relevant visas and other licences for its Personnel involved in the provision of the Services and shall maintain adequate insurance cover for its staff/personnel which shall include without limitation insurance in respect of personal accident and death and the BCCI shall not accept any liability of any kind in relation to any persons used by the Company to provide the Services or otherwise in connection with this Agreement;
- (o) not commit, cause or permit any illegal act in the course of the Services and shall at all times comply with all Applicable Laws in the provision thereof;
- (p) provide adequate supervision to ensure the correct performance of the Services by its executives /employees;
- (q) at all times act in good faith and in the BCCI's best interests in providing the Services;
- (r) keep BCCI informed on a regular basis (and promptly upon request) of all activities carried out by it in connection with the Services and shall, as soon as reasonably practicable, notify the BCCI in writing of any significant matter or occurrence in relation thereto;
- (s) not make any derogatory or disparaging remarks about the League, the BCCI, any IPL franchise or Team or any of the officers, officials or employees of the BCCI or any IPL franchise;

- (t) ensure that one senior account manager is available to meet with the BCCI to review the provision of the Services on a weekly basis or such other period as may be required by the BCCI from time to time;
- (u) not provide any services in relation to any cricket tournament in India which is not organised by or under the auspices of the BCCI or the ICC
- (v) shall not incur any liability on the BCCI's behalf nor in any way seek to commit the BCCI to any obligation, save to the extent otherwise provided for in this Agreement;
- (w) be fully responsible for all costs involved in performing the Services and any other obligations under this Agreement, including without limitation, transporting, installing, assembling and disassembling the LED System to and at each Stadium, insurance, clearing and forwarding, system changes and adaptation, power, fuel, software costs and all other changes/levies incidental thereto;
- (x) comply with and procure compliance by all of its employees and contractors with, all security and access regulations that may be reasonable imposed by BCCI;
- (y) not exercise its rights of access to (i) intrude upon the privacy of a participant in any Match; (ii) interfere with the conduct of the Match; and/or (iii) violate security measures instituted to ensure safe conduct of the Match;
- (z) not in any manner whatsoever interfere with, encumber or hinder in exploitation the rights of any sponsor of the League; and
- (aa) ensure that it does not have any conflict of interest in terms of the Conflict of Interest Rules and, in any event, forthwith notify BCCI if it has any such conflict of interest.

3.2 The Company acknowledges and agrees that none of the persons used by it in relation to the provision of the Services are or shall become (whether in relation to their involvement in the provision of the Services or otherwise) employees of the BCCI and if for any reason any such person claims to be or it is decided by any competent authority that such person is an employee of the BCCI then the Company shall indemnify the BCCI and keep the BCCI indemnified from and against all costs, claims, liabilities, expenses and obligations of any kind (including reasonable professional fees) arising out of or in relation to any such claim or decision.

3.3 The Company shall keep full and proper records and accounts of all work done and actual costs incurred in connection with providing the Services, including underlying documentation, for a period of no less than 1 (one) year after the Term, or such longer period as may be required in accordance with Applicable Law. Upon reasonable prior notice to the Company in writing and at a time which is mutually convenient, BCCI or its representative (being an accountant from a firm of reputable accountants appointed by BCCI) shall be entitled to inspect and take copies of such records and accounts and

underlying documentation for the purposes of ascertaining whether the actual costs correlate with those as reported to BCCI. The costs of such inspection shall be paid by BCCI. Notwithstanding the foregoing, the Company shall provide BCCI, within 15 (fifteen) days of the final Match, with a detailed reconciliation statement of the costs for BCCI's internal records and/or internal audit requirements.

4. **Duties and Obligations of BCCI**

- 4.1 BCCI shall notify the Company of any changes to the schedule of or Stadium for any Matches as soon as reasonably practicable.
- 4.2 BCCI shall not incur any liability neither on behalf of the Company nor in any way pledge or purport to pledge the credit of the Company or represent itself to any person as agent for, or of, the Company. However, BCCI shall be entitled to publicize and/or otherwise communicate to third parties the fact that it has engaged the Company for provision of the Services.
- 4.3 BCCI shall assist the Company, wherever possible, to obtain necessary cooperation from all persons connected with the Match.

5. **Consideration**

- 5.1 As Consideration for and conditionally upon the due and proper performance by the Company of all of its obligations under this Agreement and receipt of an invoice the BCCI shall in respect of each Season pay to the Company, the charges which are itemised in the Cost Sheet (the "**Charges**") which shall be payable:
 - (a) 30% of the estimated contract value on or before the day falling 30 days before the first Match of each Season or one day after the Event schedule is published by the BCCI (if later);
 - (b) as to 40% of the estimated contract value within 30 days after the final Match of each Season; and
 - (c) as to the remaining 30% in respect of each year of the Term within 30 days of reconciliation of all accounts of the Company and the final settlement of all costs/consideration in such year.

The Company shall as soon as practicable prior to the start of each Season (being not less than 30 days before the 2020, 2021 and if appropriate, 2022 Seasons) prepare and deliver to the BCCI a proposed budget for all/any of the expenses for any services requested by BCCI which are not mentioned in **Schedule 1** hereto, for BCCI written approval and shall be obliged to provide to the BCCI details and supporting evidence relating to the actual expenditure incurred. The BCCI shall, provided that each such budget is approved:

- (f) On or before the day falling five days before the first Match of the 2020 Season the 2021 Season and, if appropriate, 2022 Seasons) pay to the Company 50% of the aggregate total of the budgeted expenses for the relevant Season; and

- (g) Within 30 days of the final Match of each Season the parties shall work together to reconcile actual expenditure against budgeted costs and once such reconciliation is completed and mutually agreed the BCCI shall pay to the Company the balance of any sums due to the Company in respect of such Season.
- 5.2 All payments under this Agreement shall be paid in Rupees together with Goods and Services Tax/taxes (as may be applicable) or equivalent as may be payable thereon but after any deduction, withholding, Tax Deducted at Source (TDS) or set-off as required by law.
- 5.3 If and to the extent that for any reason the Company does not provide and/or does not deliver any of the items, things or services set out in the Cost Sheet then the BCCI shall by written notice to the Company be entitled to adjust the Charges on a pro rata basis and if such adjustment results in the BCCI having made any overpayment to the Company then the Company shall within 5 days of being notified of the adjustment repay to the BCCI the amount of such overpayment together with any relevant tax (as may be applicable) in respect thereof.
- 5.4 If all or any part of the LED System does not operate properly during all or any part of any Match then the Company shall pay to BCCI a pro-rated amount, based on the amount of the Charges relating to that part of the LED System that has not operated properly plus any revenue lost by BCCI and/or IPL sponsors and/or the franchises, as a result of such failure and the period during which it fails to operate when compared to the overall period of time during which it should have operated properly on the relevant day. BCCI shall not seek such amounts from the Company, until such time as the relevant part of the LED System has failed to operate properly for an aggregate period of more than 5 minutes after which the pro-rated amount shall be payable and, in such circumstances, the above-mentioned 5 minute period will be taken into account when calculating the amount.

If it transpires, after the calculation of the amounts payable to BCCI under this Agreement, that the Company owes BCCI any sums then the Company shall pay all such sums within 15 days of written demand from the BCCI. In the event, the Company fails to pay the aforementioned amount, BCCI shall have the right to set off the amount from the Charges.

6. **Bank Guarantee**

- 6.1 For the purpose of securing the full performance by the Company of all its obligations under this Agreement, the Company shall deliver to BCCI an irrevocable and unconditional Bank Guarantee from any bank that is listed in schedule 2 to the Reserve Bank of India Act, 1934 (excluding cooperative banks, regional rural banks and banks specifically excluded by BCCI) or an Indian private bank or another reputable bank (in each case approved in writing in advance by BCCI), in the format prescribed in **Schedule 4** to this Agreement for an amount for an amount of equivalent to 30% (thirty percent) of the estimated contract value for each Season on a rolling basis such that the 30% of the estimated contract value payable to the Company for each Season is guaranteed fully and without any interruption.

6.2 The Company shall furnish the Bank Guarantees in accordance with the following schedule;

- (a) the Bank Guarantee for the 2020 Season, no later than 10 Business Days from execution of this Agreement; and
- (b) the Bank Guarantee for the 2021 Season, no later than 5th January 2021; and
- (c) if this Agreement is extended for the 2022 Season no later than 5th January 2022.

If appropriate, once the Company furnishes the Bank Guarantee for the 2021 Season in accordance with the terms of this Agreement, BCCI shall, within 10 Business Days therefrom, return the existing Bank Guarantee, duly discharged to the Company and the same procedure shall apply for the 2022 Season if this Agreement is extended by BCCI.

6.3 Failure to deliver the Bank Guarantee as provided herein and in the format prescribed in **Schedule 4** shall be a material breach of this Agreement for the purposes of paragraph 3 of **Schedule 3** of this Agreement.

7. **Miscellaneous**

The Schedules form part of and are deemed to be incorporated into this Agreement.

AS WITNESS the hands of the duly authorised representatives of the parties.

_____ Date: _____
For and on behalf of
THE BOARD OF CONTROL FOR CRICKET IN INDIA

_____ Date: _____

[insert full name of signatory]

For and on behalf of

[insert NAME OF COMPANY]

SCHEDULE 1 (of the Services Agreement)

THE SERVICES

1. GENERAL

- (a) The implementation and management of a state of the art **LED System** at all Stadiums. To include, but not be limited to, the production, installation, management, repair, replacement and removal of the LED System across all Stadiums and the construction, fabrications and removal of all elements (trussing and scaffolding) required to support the production, installation, management, repair, replacement and removal of the LED System and all component parts thereof. It should be noted that not all components of the LED System may be required at every Stadium. For the avoidance of doubt, the LED System includes but is not limited to the following:
- (i) All equipment required to be included in the LED Control Room (a space for the LED team to run the LED System from), which will be made available to the Company at each match Stadium
 - (ii) Two (2) LED Replay Screens;
 - (iii) One (1) LED Electronic Scoreboard (to be integrated with one of the Replay Screens);
 - (iv) Two (2) LED Linear Scoreboards;
 - (v) Two (2) LED Sight Screens
 - (vi) LED Perimeter Boards (to cover the perimeter of the venue 360 degrees except gaps for Dugouts, as applicable / minimum 80 per stadium)
- (b) It is the responsibility of the Company, at its own cost, to install and remove the LED System at each Stadium. This includes, but is not limited to: the transportation of the LED System; all software costs including setting up the relevant software system; incorporation of sponsorship inventory as part thereof and the uploading of all necessary files; providing the requisite cables and linking the LED System to other contractors (e.g. broadcast or entertainment company control rooms); the provision of all necessary insurance; clearing and forwarding; system changes and adaptation; power (including back up power); permissions and all other changes/levies.
- (c) Unless expressly provided otherwise (i) all costs and expenses in relation to the provision of the LED System and the Services shall be borne solely by the Company and (ii) all Services will be provided at the appropriate/specified time during each year of the Term.
- (d) The LED system should have the necessary up to date hardware based technology that allows for virtual advertising in real time and not via post processing (overlays). The Company must have the capabilities to work with the host broadcaster to provide real time virtual advertising in their respective Feeds. The interested company should provide costing for this on a separate sheet as set out in **Schedule 8**.

2. PRE EVENT SERVICES

The Company shall:

- (a) carry out detailed surveys of all Stadiums as directed by BCCI to identify and measure areas suitable for the LED System. Indicative sizes and placements can be found in

Schedule 5, however these must be verified from an execution perspective and confirmed with the BCCI;

- (b) ensure that the positioning of the LED Electronic Scoreboard, LED Linear Scoreboard and LED Replay Screen enables all sections of the crowd to see the score;
- (c) following the completion of the above-mentioned surveys provide BCCI with a full report to include locations, sizes, safety requirements, any requirements to integrate the LED System with a Stadium's existing systems and any requirements for structural work to support parts of the LED System. For the avoidance of doubt certain Stadiums have existing LED systems (replay screens/linear scoreboards) and the Company shall ensure they have the required software to integrate with all existing hardware at these Stadiums and it shall be the Company's sole responsibility to ensure that any existing hardware at any Stadium functions efficiently and correctly with other software and hardware forming part of the LED System.
- (d) provide a detailed schedule, with timelines for the delivery and installation of the LED System at each Stadium two months prior to the start of each season;
- (e) take all necessary steps, including the provision of 3rd party structural engineer's certificates to BCCI, to ensure that each LED System is installed and maintained in a manner so that the safety of spectators, staff and other persons in each Stadium is protected. BCCI reserves the right to instruct the Company to disassemble and remove any part of the LED System BCCI decides is unsafe, such decision to be at BCCI's sole discretion;
- (f) provide and maintain, at its own expense and throughout the Term, professional liability insurance with limits of no less than Rs 20 crores and within thirty (30) days from the date hereof, the Company shall submit to the BCCI a fully paid policy or certificate of insurance naming the BCCI as an additional insured party, and requiring that the insurer shall not terminate or materially modify such policy without written notice to BCCI at least thirty (30) days in advance thereof;
- (g) not do or omit to do anything whereby the above-mentioned insurance may be vitiated either in whole or in part.
- (h) create Stadium specific artwork from files provided by BCCI, IPL sponsors and franchises for each Stadium. Alternatively, if requested to the Company shall receive Stadium specific artwork from BCCI, IPL sponsors and franchises for each Stadium. Both static and animated artwork will be required. All of the same shall be provided at the Company's sole cost;
- (i) create and maintain (at the Company's sole cost) a central web portal for BCCI, IPL sponsors and franchises to upload creative files. For the avoidance of doubt static creatives are to be provided as '.png' formats and animated content should be provided as uncompressed '.mov' or '.avi' formats at 60 frames per second. The copyright of all files provided (by either BCCI, IPL sponsors and franchises) is to be retained by the primary owner of such file. The portal must be set up and ready to use 2 months before the first match of each season and should be branded with the IPL tournament logo and franchise logos. No third party logo may be displayed on the portal. All logos displayed must adhere to any relevant BCCI guidelines issued;
- (j) create and share with BCCI a user manual providing technical specifications for all artwork. BCCI shall share this manual with franchises and IPL sponsors to assist with the provision of appropriate artwork.

3. EVENT SERVICES

(a) Staff

The Company shall:

- (i) provide a sufficient number of suitably qualified staff that are present at each match and work throughout each Season including but not limited to:
 - 1 dedicated Central Project Manager
 - 1 Central Creative Lead;
 - 2 member stadium team of one dedicated Stadium Manager and one assisting resource, who will be based at each stadium for the duration of the season to oversee and service the inventory on non-match days;
 - 1 Senior LED Operations Manager based at each stadium two days before each match at the stadium.
 - 1 Scorer based at each stadium two days before the first match and one day before each match for the remaining matches at the stadium.
 - 1 LED Replay Screen Operator based at each stadium two days before each match at the stadium.
 - 1 Senior Engineer based at each stadium two days before each match at the stadium.
 - 1 LED Content Designer based at each stadium two days before the first match at that stadium and one day before each match for the remaining matches at the stadium
 - 4 Technicians based at each stadium two days before each match at the stadium.
- (ii) ensure that the Central Project Manager remains at all times the single point of contact for BCCI;
- (iii) ensure that all of its staff (employees and contractors) involved in providing the Services including at each Stadium co-operate and work at each Stadium with the BCCI Stadium staff to check install, repair, produce all visuals displayed on the LED System and make any necessary changes (planned or unplanned);
- (iv) ensure that the Company's Stadium Manager is available to run pre-match day checks of the LED System at least 48 hours before the first Match to take place at each Stadium and at least 24 hours before each subsequent Match at each Stadium for any damage and to ensure it functions properly;
- (v) ensure that all parts of the LED System function properly throughout each Match and any intended periods before or after such Match and immediately replace and repair, as necessary, any faults or malfunctioning parts of the LED System;
- (vi) ensure that all staff working on the field of play during a Match wear a uniform with branding which is compliant with BCCI regulations;
- (vii) accept instructions only from BCCI representatives or specified security personnel as regards what is displayed on any of the LED System and it is agreed that the BCCI Marketing Manager or his/her designated person shall before each Match approve what content is to be shown on the LED System
- (viii) ensure that their staff follow best working practices and comply with the occupational safety, health and working conditions as per Applicable Laws.;
- (ix) be solely responsible for bearing all costs associated with the provision of such Services and staff including without limitation, hotel, travel and per diems.

The Company acknowledges that BCCI shall have the right to appoint its own replay screen director and to manage the content displayed on the LED System if desired. If BCCI appoints its own replay screen director then the Company shall ensure that its LED Replay Screen Operator shall be positioned in the same room as BCCI's Replay Screen Director and in any event BCCI shall control and have a final say on what is shown on replay screens.

(b) Deliverables

The Company shall:

- (i) conduct, at its own cost, a full dry-run of all LED Systems 24 hours prior to every Match in the presence of a BCCI Marketing Manager or designated person, as per the graphics schedule (run-order) approved by the BCCI;
- (ii) ensure that at each Stadium the LED System is operational in sufficient time such that all elements of the LED System are functioning properly not less than 2 hours before the commencement of each Match;
- (iii) ensure that each element of the LED System displays, throughout each Match, the content required in a clear, accurate, exact and uninterrupted way as requested by BCCI and otherwise in accordance with all applicable BCCI rules and regulations;
- (iv) display live replays for the spectators at each Stadium via the LED Replay Screen 1 and LED Replay Screen 2
- (v) on any day when there is a 4pm Match, source and display the live feed of such 4pm Match, as directed by BCCI, at the Stadium of the 8pm Match on that day until the toss of such later Match. The Company shall be responsible for sourcing the feed and should have a representative to control breaking away from the live feed when TV commercials are being played. The BCCI, IPL sponsors and franchise advertisements (as uploaded and approved in the portal) shall be played instead of the TV commercials.
- (vi) Provide and install safety nets in front of the LED Perimeter Boards before each team's practice sessions on non-match days and warm-ups on match days;
- (vii) at all times take all necessary steps to avoid any damage to the Stadium;
- (viii) ensure that the LED System is water resistant
- (ix) ensure that all cabling relating to the LED System is safely routed and that where there are any necessary connections that these are safe and secure and comply with all relevant regulations.
- (x) Ensure that at all times staff following safe practice including the use of safety harness when working at height, and any other instructions of BCCI given from time to time.

(c) Provision of LED Perimeter Boards and Sight Screens

The Company shall:

- (i) be responsible for the installation and management of LED Perimeter Boards to ensure as close to 360-degree coverage at each Stadium as is possible and shall ensure that the only gap(s) may be directly in front of the players' dug outs.
- (ii) ensure that:
 - there are a minimum of 8 LED Perimeter Board kits, one per franchise, made available exclusively for IPL;
 - all LED Perimeter Boards are of an equal size and proportion as well being of the same style; ensure that the LED Perimeter Boards are cased and cushioned rubber tops are in use on all LED Perimeter Boards;
 - provide base plates for all LED Perimeter Boards;
 - each Sight Screen is a minimum of 8 meter in width and 3 meter in height. In some stadiums, the height may need to be reduced to accommodate existing stadium structures. In such cases, the Company shall include suggestions and make updates to inventory basis stadium recesses;

- there are a minimum of 80 LED Perimeter Boards (or a number that is fitting with the size of the ground at the Stadium and if less than 80 then this shall be with prior consultation with BCCI);
- as soon as practicable inform BCCI of any Stadiums where it is not possible to accommodate 80 LED Perimeter Boards or where more than 80 LED Perimeter Boards may be accommodated;
- each LED Perimeter Board may be made up of more than one LED Panel;
- there are an appropriate number of moveable LED Perimeter Boards for use at positions requiring quick access onto the field of play including:
 - LED Perimeter Board gates, with a simple to use opening mechanism (including but not limited to hover-boards) to be installed in front of all entry and exit points onto the field of play to allow access for both people and ground staff equipment including vehicles;
- ensure that the LED Perimeter Boards are cased and cushioned rubber tops are in use on all LED Perimeter Boards;
- provide base plates for all LED Perimeter Boards;
- Ensure that each LED Perimeter Board is fitted with a safety cover so that there is no injury caused to any person on impact with the LED Perimeter Boards.
- provide a backup plan should the LED Perimeter Boards malfunction. This should include the provision of correctly branded, flex on frame static perimeter advertising boards for all of the BCCI, IPL sponsors and franchise boards and 1/3 of all IPL sponsor and BCCI boards. In the event of any such malfunction at any Stadium, the Company shall immediately replace the LED Perimeter Board(s) which have malfunctioned with an appropriate static advertising board;
- all LED Perimeter Boards are placed a minimum of 9ft from the closest point of the Boundary Rope Structure to the furthest point of the base plate of the LED Perimeter Boards. The Company shall work and co-operate fully with the Curator and the company installing the Boundary Rope Structure to ensure this gap is fixed for each Match;
- nothing is displayed on the LED System which has not been authorized by BCCI and that, in particular, nothing shall be shown which relates to any entity which is not BCCI, IPL sponsors or franchises.

(d) Schematics and Display

The Company shall:

- (i) ensure that all LED Perimeter Boards are in positions to fulfil the requirements of the BCCI, IPL sponsors and franchises as per the schematic provided. **Schedule 6** provides a sample schematic. The schematic can change from time to time;
- (ii) be responsible for the management of the LED Perimeter Boards at each Match including but not limited to:
 - ensuring that the LED Perimeter Boards are programmed according to the schematic of the relevant BCCI, IPL sponsors and franchise placements as indicated by BCCI and the Company shall co-operate with BCCI in so doing;
 - ensuring that the LED Perimeter Boards display the correct advertising graphics as per the display schedule confirmed and approved by the BCCI;

- moving the LED Perimeter Boards and Sight Screens where necessary to accommodate other changes such as a change in the pitch used in a particular Match;
- moving the LED Perimeter Boards and Sight Screens in case there is a long gap between matches and there is a need to accommodate special requests from the curator or for unforeseen operational changes.
- ensuring that when the ball is in play the LED Perimeter Boards will display static images as indicated on the schematic provided by BCCI and when the ball is not in play the LED Perimeter Boards should display a 360 degree timed animation. The order and content of all images appearing on LED Perimeter Boards shall be decided by BCCI and the Company shall ensure that it complies with BCCI's instructions in this regard;
- ensuring that no information relating to the number and timing of spots available to one sponsor shall be shared with anyone else including but not limited to other sponsors and agencies.

(f) Remaining LED System

- (i) The table contained in **Schedule 5** gives an indication of what LED requirements there are at each Stadium. The positions may be subject to changes following the surveys conducted by the Company and subject always to BCCI written approval. The Company will work with BCCI on the requirements for any new Stadiums approved by BCCI.
- (ii) The Company shall ensure that all screens provided as part of the LED System outdoor screens to accommodate a High Definition feed of 32x18 and have a pixel pitch of 8.0mm physical minimum: Brightness should be more than 10000cd/m2 with a contrast value of 3000:1.
- (iii) If at any time during the Term, updated software/hardware becomes available, then the Company shall immediately make this available to the BCCI at no extra cost.
- (iv) The Company shall operate any existing LED inventory that might be available at the Stadiums and provide any hardware or software support that may be required to operate this equipment.
- (v) The Company shall operate any LED screens that are installed by the franchises as entertainment screens on the big stage. This shall include the provision of any hardware or software as well as cabling and integrating with the big screen content and TV production. All feeds will be on a "come and collect" basis.
- (vi) BCCI reserves the right to display any content it requires on the LED Replay Screens in the event of weather interruptions that may be either streamed directly from the broadcaster or provided directly from USB/DVD/Video CD.
- (vii) The Company shall be responsible for ensuring that the LED Replay Screens and Sight Screens are properly connected to the LED Control Room and that they display all relevant content (audio and visual) including full display of each Toss and post-Match presentation.

4. BCCI OBLIGATIONS

The BCCI shall:

- (a) provide necessary and mutually agreed accreditation for the Company's engineering/technical team at each Stadium;
- (b) work with the relevant State Association to ensure suitable locations at each Stadium for installation of the LED System;
- (c) provide to the Company the feed from the TV broadcaster for each Match from the Broadcast Control Room. The Company shall install the requisite cabling to integrate the two;
- (d) provide for the Company an LED Control Room at each Stadium;
- (e) provide to the Company all the display materials in USB/DVD/VCD or on the central web portal which shall be used for production to display on the LED Perimeter Boards, Sight Screens, LED Replay Screen 1, LED Replay Screen 2 and, if relevant, the entertainment screens at each Match;
- (f) provide to the Company 24 hours before the commencement of each Match, the BCCI, IPL sponsors and franchise display schedule (run-order) for the LED Perimeter Boards and LED Replay Screen 1 and LED Replay Screen 2. The Company acknowledges that BCCI may change this run-order at any time and agrees that it shall implement the necessary changes as required by BCCI. The Company shall not deviate at all from the display schedule supplied to it by BCCI.

5. REPORTING

- (a) The Company shall provide written reports in a format determined by BCCI to BCCI within 24 hours of each Match. It is anticipated that such reports shall comprise a log sheet and run sheet of the commercial advertisement displayed on each part of the LED System for each Match together with a photo profile of each such display. These reports shall include the number of spots that each commercial advertisement has had during the Match and the number of seconds comprising each such spot. It should also include the loss of exposure, if any, due to technical malfunction / quality of board and give the reasons for the malfunction and loss of exposure. The Company shall not make available or disclose to any person other than BCCI any information generated by it and/or supplied by it to BCCI under or in connection with this Agreement.
- (b) The Company shall provide a full report of all inventory used during the League within one week of the completion of the Season.
- (c) All information supplied to or generated by the Company under or in connection with the provision of the Services shall belong absolutely to BCCI and, if and to the extent that any such information is, by operation of law or otherwise, owned or under the control of the Company then the Company shall immediately upon request and for no charge take all such steps and sign all such documents as are necessary to transfer title in and possession of any such information to BCCI.

6. POST EVENT

The Company shall after the final Match at each Stadium:

- (a) ensure that such Stadium is returned to the Stadium owner in the condition in which it was received;

- (b) remove all relevant LED Systems and ancillary equipment from the Stadium no later than seven days after such last Match;
- (c) be responsible for the repair or rectification of any damage caused to any permanent or temporary structure and the Company shall, in consultation with the Stadium operator arrange for any such repair at its sole cost.

7. PAYMENT AND INVOICING

(a) Payment

- (i) It is acknowledged and agreed that the Charges include a sum in respect of 24 LED Perimeter Boards per Match for use by BCCI, which shall be invoiced by the Company to BCCI.
- (ii) The Company shall be responsible for invoicing the IPL sponsors and franchises as appropriate for the following:
 - Franchises – 12 LED Perimeter Boards per Match for use by the franchises,
 - IPL sponsors – 44 LED Perimeter Boards (anticipated as the remainder of the 80, or a greater or lesser number depending on the size of the Stadium) to be used by IPL sponsors.
 - If and to the extent that a number of LED Perimeter Boards remains available after the IPL sponsors and franchises have received their allocation, then BCCI shall use such LED Perimeter Boards and pay for them (in addition to the Charges) at the rate (the per unit cost as advised in the Cost Sheet at **Schedule 7**) per board per Match. BCCI shall inform the Company prior to each Match how the LED Perimeter Boards at such Match are to be allocated.
 - Any LED Perimeter Boards that are used by IPL sponsors or by the franchises shall be paid for by the relevant IPL sponsor or franchises direct to the Company and BCCI shall not be liable for any non-payment of any relevant sum by any such person. However, BCCI shall assist the Company in relation to the submitting of invoices to such persons for the relevant LED Perimeter Boards (whether IPL sponsors or franchises).
- (b) It is agreed that any additional costs will be as per agreed unit price or subject to any further negotiation and in case of disagreement, the lowest price will prevail.

SCHEDULE 2 (of the Services Agreement)

IPL LOGOS



Note: This is not exhaustive and BCCI may update/add any other logos from time to time.

SCHEDULE 3 (of the Services Agreement)

GENERAL PROVISIONS

1. Intellectual Property Rights / Trade Marks

- (a) The Company agrees that the entire copyright and all Intellectual Property rights (“IPR”) related to the League shall at all times vest solely and absolutely with BCCI for all territories and jurisdictions worldwide for the full period of copyright therein and any and all extensions or renewals thereof.
- (b) BCCI grants to the Company the non-exclusive, royalty free right to make copies of the trade marks and logos, for the sole purpose of displaying such trade marks and logos (provided at **Schedule 2**) pursuant to the execution of the Services in order to identify the League as originating from BCCI.
- (c) The Company agrees and acknowledges that ownership of all intellectual property rights, in the presentations, reports, designs, drawings, data, reports, specifications, and all deliverables (“**Materials**”) produced in the course of rendering the Services under the terms of this Agreement shall exclusively vest in the BCCI. The Company shall not and agrees that its partners, employees, sub-consultants and sub-contractors shall not have any rights over such Material. The Company shall not and shall procure that its partners, employees, sub-consultants or sub-contractors shall not use such Materials or any part of it, for any other work.
- (d) To the extent any Materials or IPL Identification become vested in the Company (by operation of law or otherwise), the Company will hold the benefit of the same for the BCCI and will immediately and unconditionally assign to the BCCI, free of charge, any such right, title or interest.
- (e) The Company agrees that nothing in this Agreement shall give to the Company any right, title or interest in or to the IPL Identification (except the licensed rights in accordance with this Agreement), that each and every part of the IPL Identification is, and is to be, the sole property of the BCCI and that any and all use by the Company of any part of the IPL Identification, and the goodwill arising therefrom, shall inure to the benefit of the BCCI.
- (f) The Company agrees that it will not, during the Term or at any time thereafter:
 - (i) create any logo which is similar to any IPL Identification; or
 - (ii) grant to any party the right to use any mark identical with or confusingly similar to any part of the Trade Marks; or
 - (iii) raise or cause to be raised any questions concerning, or objections to the validity of or the right to the use of, the IPL Identification or the right of the BCCI thereto; or
 - (iv) file any application for any mark, or obtain or attempt to obtain ownership of any mark or trade name, in any country of the world, which refers to or is similar to or suggestive of the name "The Indian Premier League," the name "IPL" (whether used in conjunction with a sponsor name or otherwise), any other part of the IPL Identification or any mark, design or logo intended to identify products or services endorsed by the BCCI.
- (g) The Company shall notify the BCCI in writing of any infringement or imitation by others of the IPL Identification if and when such become known to the Company. The BCCI shall have the sole right to determine whether or not any action shall be taken on account of such infringement or imitation, and the Company agrees promptly to assist the BCCI, to the extent necessary, and at the BCCI's request and cost, in the BCCI's efforts to eliminate any such infringement or imitation. The Company shall have no right to institute any proceedings or take any other action on account of any such infringement or imitation.

2. **Indemnity**

- (a) The Company agrees during the Term and thereafter to protect, indemnify and save harmless the BCCI and its officers, officials, executives, employees and/or agents from and against any and all expenses, damages, claims, suits, actions, judgments and costs of any kind whatsoever, (including reasonable legal and other professional fees and disbursements), arising out of or in any way connected with:
- (i) the performance by the Company of this Agreement and/or any breach of this Agreement by the Company; and/or
 - (ii) any breach of any representation or warranty given by the Company;
 - (iii) any and all claims of, and liability to, third persons for injury, death, loss, damage or liability of any type arising out of, or in connection with, the exercise or breach of the Company's rights and obligations hereunder and/or any act or omission of the Company except where such injury, death, loss, damage or liability has resulted from the negligent acts or omissions of the BCCI; and/or
 - (iv) any breach by the Company of any Applicable Laws; and/or
 - (v) any act or omission of the Company, any associated companies, its permitted sub-contractors and/or their officers, employees and/or agents.
- (b) The Company agrees to provide and maintain, at its own expense, professional liability insurance with limits of no less than Rs 20 crores and within thirty (30) days from the date hereof, the Company shall submit to the BCCI a fully paid policy or certificate of insurance naming the BCCI as an additional insured party, and requiring that the insurer shall not terminate or materially modify such policy without written notice to BCCI at least thirty (30) days in advance thereof. The Company undertakes that it will not do or omit to do anything whereby the insurance may be vitiated either in whole or in part.

3. **Termination**

- (a) Each party shall have the right by written notice to terminate this Agreement with immediate effect if the other party becomes insolvent or if any procedure is commenced to wind up, liquidate or appoint an administrator or receiver in respect of the other party.
- (b) The BCCI may terminate this Agreement with immediate effect by written notice if:
- (i) the Company materially breaches any provision of this Agreement in a manner which is irremediable;
 - (ii) the Company materially breaches any provision of this Agreement capable of remedy and fails to remedy such breach within 30 days of written request. Notwithstanding the foregoing it is agreed that said period of 30 days shall be reduced to 5 days in respect of any material breach of this Agreement by the Company which occurs during the period from 1 January in each year until the end of the Season in that year;
 - (iii) there is a Change of Control of the Company (direct or indirect) that, in the opinion of BCCI in its absolute discretion, is in any way detrimental to BCCI, the participating Teams or cricket in general (one example being a sale to an entity that is any way connected with any unofficial cricket event);
 - (iv) the Company transfers or agrees to transfer a material part of its business or assets to any other person;
 - (v) the Company or any Group Company or Owner acts in any way which either has an adverse effect upon the Company's reputation or standing or which has an adverse effect on the reputation or standing of the BCCI, the IPL or any Team;
 - (vi) there is any breach of paragraph 7 below by the Company; or
 - (vii) there is any breach of any representations and warranties provided by the Company at Clause 7 below and such default or breach is either not capable of remedy or, if capable of remedy, is not remedied by the Company to the reasonable satisfaction of BCCI within 5 (five) Working Days of written notice requiring it to do so.

- (c) Failure to terminate this Agreement following any act or omission by one party shall not constitute a waiver of any remedies the other party would have in respect of such act or omission including the right to claim damages or equitable relief in connection therewith.
- (d) From and after the termination of this Agreement for any reason the Company shall with immediate effect not (directly or indirectly) suggest that it is appointed to provide the Services or otherwise connected to the BCCI and/or the IPL.
- (e) The termination for any reason of this Agreement shall not affect any of its provisions which are expressed to survive or are capable of surviving such termination including without limitation Clause 2.2 and paragraphs, 1, 2, 5, 6, 8 9 (g), 9 (j) and 10 of this **Schedule 3.**

4. Consequences of termination

- (a) Upon expiry or earlier termination of the Agreement for whatever cause the Company shall forthwith cease, and shall procure that all persons permitted by it to use, reproduce or apply the trade marks/ logos pursuant to this Agreement shall forthwith cease, to use, reproduce or apply such trade marks / logos for any purpose whatsoever and the Company shall forthwith return to BCCI or destroy (as BCCI may direct) all materials provided by BCCI (and all copies thereof), artwork and design previously supplied by BCCI to the Company or to any assignee or sub-contractor (or otherwise in the possession or control of the Company or any assignee or sub-contractor) and shall, upon the request of BCCI, promptly produce evidence satisfactory to BCCI that it has done so.
- (b) Termination of this Agreement shall operate without prejudice to any rights, remedies or liabilities which may have accrued to either Party antecedent to such termination (and in particular, payment of all monies due) or arising from or connected with such termination, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination.
- (c) On termination of the Agreement (howsoever occasioned):
 - (i) the Company shall cause all Confidential Information belonging to BCCI in whatever medium the same is recorded or held to be returned, deleted or destroyed according to the written instructions of BCCI;
 - (ii) the Company shall forthwith deliver up to BCCI all documents prepared by or on behalf of the Company for the purposes of the Agreement; and
 - (iii) the Company shall, at BCCI's request, forthwith deliver up to BCCI all copies of any information and data supplied to the Company by BCCI for the purposes of the Agreement and shall certify to BCCI that no copies of such information or data have been retained.

5. Advertising and Marketing

- (a) The Company shall not publish or in any manner distribute any documents, advertising or promotional materials, information or other materials of any kind whatsoever relating to the Services and/or including the IPL Identification until they have been approved in writing by the BCCI or which are, at any time, disapproved by the BCCI as set out below. The Company shall submit to the BCCI for its examination and approval a sample of all such documents, materials or information together with the text, colouring and a copy of any photograph proposed to be used. The BCCI agrees that it will not unreasonably disapprove any sample advertising and, if any is disapproved, that the Company will be advised of the specific reasons in each case.

- (b) If, following approval being given under paragraph 5(a) above, any unfavourable publicity or claim should arise in relation to any item of advertising material, the BCCI shall have the right to withdraw its approval of such item and the Company shall thereafter cease to use or publish such item.

6. Submissions and Notices

- (a) Any notices or requests for approval to be given to the BCCI shall be delivered to the BCCI at the following address (or such other address as the BCCI shall notify to the Company):

The Board of Control for Cricket in India

Cricket Centre

Wankhede Stadium

Mumbai 400 020

India

Attention: Honorary Secretary, BCCI

Email: jay.shah@bccci.tv

With a copy to [Mr. Hemang Amin](#) at hemang.amin@bccci.tv

- (b) Any notice under this Agreement to be given to the Company shall be delivered to the Company at the address set out at the start of this Agreement (or such other address as the Company shall notify to the BCCI) or by email to _____ [insert] at _____ [insert]. [DETAILS TO BE INSERTED BY THE COMPANY] If the Company is incorporated outside India it shall within 10 days of the signature of this Agreement provide an address in India where the addressee is authorised to accept service of documents and notices on behalf of the Company together with evidence satisfactory to the BCCI of such authorisation which shall be irrevocable and unconditional.
- (c) Any notice or request for approval under this Agreement shall be sent by email or by pre-paid post and shall be deemed to have been received by the addressee if sent by email on the day of transmission if sent on a Working Day between 0900-1630 (IST) or if not so transmitted on the next Business Day and if sent by post, four Business Days after posting if sent to and from an address within India or six (6) Working Days after posting if sent to or from an address outside of India.

7. Representation and Warranties

- (a) Each party hereby represents and warrants to the other party as follows:
- (i) it is duly organised and validly existing under the laws of the country of its incorporation or other establishment, and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement and will maintain the same throughout the Term;
 - (ii) the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement have been duly and validly authorised by all necessary corporate actions on the part of it;
 - (iii) this Agreement constitutes a legal, valid and binding obligation of such party enforceable against it in accordance with its terms;
 - (iv) the execution, delivery and performance by such party of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under any applicable law, or any order, judgement or decree applicable to it, or any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound;

- (v) there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgements or decrees of any nature made, existing, or pending or, to its best knowledge, threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder;
 - (vi) it has (and will continue to have throughout the Term) in full force and effect all licenses, registrations, permits, authorities, certificates, consents and other qualifications necessary for the provision of the Services in accordance with this Agreement and all Applicable Laws and there has been no act, event or omission as a result of which any such qualification will or may be withdrawn, not be renewed or otherwise cease to have effect; and
 - (vii) it will, at all times, seek to uphold the good name and reputation of the BCCI, the IPL, the game of cricket and each Stadium, and it will not conduct itself in a manner that is intended to be or which it is reasonably foreseeable will be or has the potential to be damaging, defamatory or prejudicial to the reputation of the BCCI, the IPL, the game of cricket and each Stadium. The Company acknowledges that a breach of this clause shall be considered a material breach for the purposes of clause 3 above.
- (b) The Company hereby represents, warrants and undertakes that all information and documents of any kind which have in the past been or will during the Term be provided to the BCCI in connection with (i) the Proposal and any accompanying information submitted by or in relation to the Company in response to the Request for Proposal; or (ii) the Company; and/or (iii) compliance by the Company with its obligations under this Agreement are and will throughout the Term remain and be true and accurate in all respects and not misleading in any respect and if any circumstances occur after signature of this Agreement which render this warranty inaccurate then the Company shall inform the BCCI (providing full details) immediately.
 - (c) The Company further warrants that the Services provided under this Agreement are free and clear of any claim of any third party of infringement of any copyright, design or other proprietary right.
 - (d) The Company further warrants that this Agreement is identical to the form of Services Agreement attached to the RFP save with the inclusion herein of such information as is expressly contemplated by the RFP.

8. **Limitation/Exclusion of Liability**

- (a) The BCCI shall not be liable to the Company for any loss of profit, business, revenue, goodwill or anticipated savings or for any indirect or consequential loss or damage in each case however arising out of or in connection with this Agreement.
- (b) Without prejudice to the above exclusion, the total liability of the BCCI in connection with this Agreement whether in contract, tort (including negligence) or otherwise shall be the sums payable by the BCCI under this Agreement in the year in which the circumstances or event causing the BCCI's liability arose.
- (c) Nothing in this paragraph shall seek to exclude or limit any liability which may not be excluded or limited under the law applying to this Agreement.

9. **Force Majeure**

The BCCI shall not be liable to the Company for any inability to perform this Agreement due to an event or circumstance or combination of events or circumstances beyond the reasonable control of the BCCI including, without limitation, any of the following: act of God, governmental act, war, terrorism or the threat thereof, fire, flood, drought, lightning,

explosion, accident, strike, lock-out, walk-out, labour condition, civil commotion, riots, acts of terrorism and similar force majeure occurrences.

10. **General**

- (a) The Company acknowledges and agrees that any and all rights which are not expressly granted to the Company under this Agreement are hereby expressly reserved by the BCCI and may not be exercised by the Company.
- (b) Subject as provided below this Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all previous agreements between the parties relating to said subject matter. Each party acknowledges that, in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of any other party at any time before signature hereof which is not expressly set out in this Agreement. Subject as provided below each party waives all rights and remedies which but for this paragraph might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance but nothing in this paragraph shall limit or exclude any liability for fraud. Notwithstanding the foregoing provisions of this paragraph it is agreed that the BCCI may continue to rely upon and take action in relation to and in respect of any representations, assurances, warranties and/or undertakings made or given by or on behalf of or in relation to the Company in response to the Request for Proposal including as set out in the Proposal.
- (c) If and to the extent that the BCCI is obliged for any reason to move the Event (in whole or in part) to a location outside India then:
 - (i) the BCCI shall not be liable for any non-performance of this Agreement consequent upon the re-location of the Event;
 - (ii) the Company shall if requested provide such portion of the Services as is requested by the BCCI;
 - (iii) if and to the extent that as a result of said re-location the Company fails to provide and/or deliver any of the items, things or services set out in the Cost Sheet then the BCCI shall by written notice to the Company be entitled to adjust the Charges on a pro rata basis and if such adjustment results in the BCCI having made any overpayment to the Company then the Company shall within 5 days of being notified of the adjustment repay to the Company the amount of such overpayment together with any relevant tax (as may be applicable) in respect thereof; and
 - (iv) if the Company is not required to provide any of the Services, the Company shall not be entitled to be paid or to recover any charges, costs or expenses incurred in connection with this Agreement.
- (d) This Agreement shall bind and inure to the benefit of the BCCI, its successors and assigns. The Company shall not assign or transfer this Agreement to any third party. The rights granted to the Company hereunder shall be personal to it and shall not, without the prior written consent of the BCCI, be transferred, sub-contracted or assigned or delegated to any other party. In addition, the Company acknowledges and agrees that it has no right to sub-license, transfer or otherwise deal with any of the rights granted to it under this Agreement and any breach of this paragraph shall entitle the BCCI to terminate this Agreement with immediate effect upon written notice to the Company since the parties agree that such a breach shall be material and irremediable.
- (e) This Agreement may not be changed or modified except by an express document in writing signed by both parties.
- (f) The failure of either party at any time or times to demand strict performance by the other of its obligations under this Agreement shall not be construed as a continuing waiver or relinquishment thereof and each party may at any time demand strict and complete performance by the other of said provisions.

- (g) This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, save as expressly set out herein, and nothing in this Agreement shall give, or is intended to give, any rights of any kind to any third persons.
- (h) In the event that any clause or term of this Agreement shall be deemed to be invalid or unenforceable, this shall not affect the legal enforceability of the Agreement as a whole, and the parties agree to replace such invalid clause with a mutually agreed enforceable replacement clause, as close as possible in interpretation to the invalid clause.
- (i) In this Agreement:
 - (i) use of the singular includes the plural and vice versa and use of one gender includes all other genders;
 - (ii) any reference to “person(s)” includes natural persons, firms, partnerships, companies, corporations, associations, trusts and any other type of entity whatsoever.
 - (iii) a “business day” means any day (excluding Sunday) on which banks in Mumbai are generally open for business.
- (j) This Agreement shall be deemed to take effect on the date on which BCCI countersigns it.
- (k) In the event that any circumstances arise prior to or during the League which the BCCI considers, in its sole and absolute discretion, to constitute a “crisis”, the BCCI will notify the Company of such circumstances and the Company agrees to use its commercially reasonable endeavours to co-operate with the BCCI in the management of such circumstances and will take steps as the BCCI shall require. In such circumstances, the Company further agrees not to make any public comment or statement in relation to the circumstances, the League and/or the BCCI and will co-operate with the policy of the BCCI and any steps taken thereunder. In any event, the Company further warrants that it will at all times co-operate with the BCCI’s public relations programme and initiatives in respect of the League and related matters.

11. Confidentiality

- (a) Neither party shall disclose (or permit or cause its employees, agents or representatives to disclose), Confidential Information disclosed to it (including information disclosed during audit) to any other person without the prior written consent of the other party to whom the duty of confidentiality is owed except that either party may disclose any such Confidential Information:
 - (i) if and to the extent required by Law or for the purpose of any judicial, arbitral or other similar proceedings;
 - (ii) if and to the extent required by regulatory or governmental body to which that party is subject;
 - (iii) to its professional advisers, auditors and bankers, and its (or its Affiliates') employees, agents or representatives for purposes connected with the performance of its obligations under this Agreement;
 - (iv) if and to the extent the information has come into the public domain through no fault of that party; and
 - (vi) if and to the extent the other party has given prior written consent to the disclosure.
- (b) In respect of Clauses 11(a)(i) and 11(a)(ii) above, each party (the “**Disclosing Party**”) shall promptly inform the other party (the “**Non-Disclosing Party**”) in writing in the event that the Disclosing Party is required to disclose Confidential Information in such

circumstances. If the Non-Disclosing Party seeks to challenge with the relevant authority such requirement to disclose, the Disclosing Party shall not disclose such Confidential Information until such challenge is decided unless the Disclosing Party is required to do so by the relevant authority in spite of such challenge being pending or if the Disclosing Party's rights are likely to be prejudiced by non-disclosure.

- (c) In respect of Clause 11(a)(iii) above, each party shall use best endeavors to ensure that its professional advisors, auditors, bankers, employees, agents or representatives keep confidential any Confidential Information disclosed to them.
- (d) The restrictions contained in this Clause shall continue to apply after the termination of this Agreement without limit in time. For the avoidance of doubt, Company shall not make or authorize any announcement concerning this Agreement save as separately and expressly agreed in writing by BCCI or as otherwise required by law. Either Party shall be entitled to any and all remedies available at law or in equity, including injunctive relief, in the event of any breach of such commitment to confidentiality.

12. **Sub-Licensing**

The Company shall not be entitled to sub-licence (in full or in part) the obligations to provide Services under this Agreement.

13. **Governing Law and Jurisdiction**

- (a) This Agreement shall be governed by and construed in accordance with Indian law. Subject to arbitration provided below, the Courts of Mumbai, India shall have the exclusive jurisdiction in relation to this Agreement.
- (b) If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent or failing which by such process as is laid down in The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
- (c) The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- (d) The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers' fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- (e) Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- (f) The BCCI shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai in connection with this Agreement including if it reasonably believes that damages may not be an adequate remedy for any breach by the Company of this Agreement.

14. **Definitions**

In this Agreement the following terms shall have the following meanings (unless the context requires otherwise):

- (a) “**Applicable Laws**” shall mean any and all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, notices, directions, judgements or other requirements of any Governmental Authority including, without limitation, insofar as the same relate to taxes of any kind (such as by way of example service tax, professional tax

- and withholding tax), Provident Fund, Employees' State Insurance and The Foreign Exchange Management Act;
- (b) **"Bank Guarantee"** shall mean a bank guarantee in the format set out in **Schedule 4**;
 - (c) **"Boundary Rope Structure"** shall mean a foam structure placed around the boundary rope for branding purposes;
 - (d) **"Business Day"** shall mean any day (apart from Saturday or Sunday) on which banks in Mumbai are open for business;
 - (e) **"Commencement Date"** shall mean the date of signature of this Agreement by the BCCI;
 - (f) **"Conflict of Interest Rules"** shall mean Rules 38 and 39 of the Memorandum of Association and Rules and Regulations of BCCI as amended from time to time. The current Conflict of Interest Rules are annexed as **Schedule 9** to the Services Agreement.
 - (g) **"Control"** shall mean the right (direct or indirect) to direct or cause the direction of the management or policies of another person or the ownership (directly or indirectly) of more than fifty percent (50%) of the equity or capital of, or the voting power in, any other person and **"Controls"**, **"Controlled"** and **"Controller"** shall be construed accordingly and a **"Change of Control"** shall occur if (i) a person who Controls another person ceases to do so; or (ii) a different person acquires Control of such other person; or (iii) any person acquires Control of another person in circumstances where no person previously Controlled such other person;
 - (h) **"Cost Sheet"** shall mean, as the context requires, the document attached at **Schedule 7** and/or the document attached at **Schedule 8**.
 - (i) **"Governmental Authority"** shall mean any nation or government or any province, state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of India or any political subdivision thereof or of any other applicable jurisdiction; any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange;
 - (j) **"Group"** shall, in relation to a corporate entity, mean the ultimate parent company of such entity and any company which is Controlled by such parent company and **"Group Company"** shall mean any company in the same Group as the Company;
 - (k) **"IPL Identification"** shall mean the names "IPL" and "The Indian Premier League", (whether the same are used in conjunction with any related sponsor or otherwise) and any reference thereto as may be approved in advance by the BCCI, and the Trade Marks;
 - (l) **"League Match or Match"** shall mean any match forming part of the League in the Season including the end of Season play-off matches to decide the ultimate winner of the League;
 - (m) **"LED Control Room"** shall mean an area from which the Company can operate the LED System, the location of which will be agreed between the BCCI and the Company;
 - (n) **"LED Electronic Scoreboard"** shall mean the LED true colour, day night LED electronic scoreboard system referred to in this Agreement in relation to each Stadium together with all necessary accessories;
 - (o) **"LED Linear Scoreboard"** shall mean an additional scoreboard to the LED Electronic Scoreboard that displays the score at all times during a Match;
 - (p) **"LED Panel"** means a board or panel of LED lights that are used to make up the LED System;
 - (q) **"LED Perimeter Boards"** shall mean the true colour, day night LED perimeter electronic advertising boards of no less than 1 metre height x 5.0 metre width to be placed along the perimeter area at each Stadium in such manner as BCCI shall decide;
 - (r) **"LED Replay Screen 1"** shall mean a screen set up to show a feed supplied by the TV Control or alternative messaging as directed by BCCI before during and after a Match;

- (s) **“LED Replay Screen 2”** shall mean a secondary screen set up to show a feed supplied by the TV Control or alternative messaging as directed by BCCI before during and after a Match;
- (t) **“LED Sight Screen”** shall mean each of the two the true colour, day night LED sight screen systems referred to in this Agreement in relation to each Stadium together with all necessary accessories;
- (u) **“LED System”** shall mean, together, the LED Control Room, LED Sight Screens, the LED Electronic Scoreboard, the LED Perimeter System, LED Linear Scoreboards 1 and 2, the LED Panels, the Replay Screens 1 and 2 in each case in relation to the relevant Stadium as referred to in this Agreement including any second tier LED perimeter system which is available at any Stadium;
- (v) **“Owner”** shall mean any person who is the ultimate Controller of the Company;
- (w) **“Proposal”** shall mean all of the documents submitted to the BCCI by the Company in response to the Request for Proposal;
- (x) **“Request for Proposal”** shall mean the document entitled Request for Proposal for the Provision of LED Services published by the BCCI in respect of the Season inviting third parties to submit proposals to be appointed to provide the Services (or services similar thereto) to BCCI in relation to IPL;
- (y) **“Season”** shall mean, as the context requires, the 2020 and/or 2021 IPL seasons and/or, if this Agreement is extended, 2022 IPL season;
- (z) **“Services”** shall mean the Services set out in **Schedule 1**;
- (aa) **“Stadium”** shall mean each stadium at which a Match is staged;
- (bb) **“Team”** shall mean each team which forms part of the League from time to time;
- (cc) **“Term”** shall mean the period commencing on the Commencement Date and continuing until 31 July 2021 as the same may be extended under clause 2;
- (dd) **“Trade Marks”** shall mean the logos and trade marks relating to the IPL from time to time which are owned or controlled by the BCCI including the logo set out at **Schedule 2**;
- (ee) **“TV Control”** means the third party producers that have the right to carry out the television production of each Match; and
- (ff) **Working Day** means any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai.

SCHEDULE 4 (of the Services Agreement)

BANK GUARANTEE FORMAT

[FORMAT OF GUARANTEE TO BE ISSUED BY ANY BANK THAT IS LISTED IN SCHEDULE 2 TO THE RESERVE BANK OF INDIA ACT, 1934 (EXCLUDING COOPERATIVE BANKS AND REGIONAL RURAL BANKS) OR AN INDIAN PRIVATE BANK OR ANOTHER REPUTABLE BANK (IN EACH CASE AS APPROVED IN WRITING IN ADVANCE BY BCCI)]

Board of Control for Cricket in India
Cricket Center
Wankhede Stadium
Mumbai 400 020
India

1. [Company name] having its principal place of business at [insert address] (the “Company” which expression shall unless repugnant to the subject or context mean and include its successors in office, executors, administrators, permitted assigns and the like) having entered into a Services Agreement dated [●] (the **Services Agreement**”), which includes all terms and conditions of the Request for Proposal (the “RFP”) for providing LED services with BCCI in relation to the Indian Premier League for Seasons in 2020, 2021 and, if appropriate, the 2022 Season. As provided in the Agreement the Company is required to provide a Bank Guarantee to BCCI for [*sum payable under clause 3.1 (a) of the Services Agreement*] (the “**Guaranteed Sum**”) *inter alia* for the due fulfilment by the Company of its obligations under the Services Agreement.
2. The Company has approached us for issuing the said guarantee and at their request and on receipt of sufficient consideration by us, we, (name of the bank) (constituted and established under.) having our office at(being a Mumbai Branch) (Phone No.: Fax No.:.....) (hereinafter referred to as “**the said bank**” which expression shall unless repugnant to the subject or context mean and include its successors in office, executors, administrators, permitted assigns and the like) have agreed to give such guarantee as hereinafter mentioned.
3. We hereby undertake and agree unconditionally and irrevocably with BCCI that on first claim in writing from BCCI stating that a default has been committed by the Company, in performing any of the obligations set out in the Services Agreement whatsoever, we shall, without demur, any reservations, contest, recourse or protest and without any reference to the Company, pay to BCCI a sum not exceeding the Guaranteed Sum, either in full or in part (to be decided at BCCI’s discretion), in such manner as BCCI may direct from time to time. Any such claim made by BCCI on us shall be final, conclusive and binding notwithstanding any difference or any dispute between BCCI and the Company or any other legal proceedings, pending before any Court, tribunal, arbitrator or any other authority. For the avoidance of doubt BCCI may call upon this guarantee on any number of occasions subject to the limit of the guarantee, being the Guaranteed Sum.
4. BCCI shall have the full liberty, without reference to us and without affecting this guarantee, to postpone for any time or from time to time the exercise of any of the powers

and/or any rights conferred on BCCI under the Services Agreement, which under the Law relating to the Sureties would, but for this provision, have the effect of releasing us.

5. We confirm and agree that this guarantee shall not be discharged reduced or diluted (i) due to any variance of what so ever made in the terms of the Services Agreement without our consent and / or (ii) due to any contract between the Company and BCCI by virtue of which BCCI makes a composition with or promises to give time to or not to sue the Company.
6. We confirm and agree that this guarantee shall be valid and binding irrespective of BCCI having any other guarantee/s from the Company relating to its obligations and BCCI need not proceed with those guarantee/s before invoking the guarantee given hereunder.
7. We further confirm and agree that BCCI need not initiate any proceeding, claim, action or raise any demand against the Company before lodging any claim hereunder.
8. The guarantee herein contained shall not be determined or otherwise affected in any way;
 - (a) by the liquidation or winding up or dissolution or change(s) in the constitution of the Company;
 - (b) by any forbearance by BCCI whether as to payment, time, performance or otherwise, or by any other indulgence or matter of whatever nature accorded by BCCI to the Company;
 - (c) by the termination for any reason of the Services Agreement; or
 - (d) by anything which would have discharged us (wholly or in part), but for this provision, of our obligations under this guarantee or which would have afforded us any legal or equitable defence,

but shall for all purposes binding and operative until the due and proper performance by the Company of all relevant obligations under the Services Agreement and shall continue till the expiry of the term of the Guarantee inclusive of the claim period.

9. This guarantee shall be irrevocable and shall remain valid for a period of 12 months from the date of issuance, with a claim period of six months thereafter.
10. Notwithstanding anything contained hereinabove:
 - (a) Our liability under this guarantee shall not exceed and is restricted to the Guaranteed Sum;
 - (b) This guarantee shall remain in force a period of 12 months from the date of issuance, with a claim period of six months thereafter; and
 - (c) Unless a demand/claim under this guarantee is served upon us in writing within the time in which this guarantee is stated to be in force, all the rights of BCCI under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.
11. A demand for payment under this guarantee shall be deemed to have been sufficiently made if a claim in writing is sent by post or by fax or hand delivered to us to the above-mentioned address and Fax nos. in paragraph 2.

12. We shall not be entitled to assign this guarantee.
13. Payments to be made under this guarantee shall be made in Indian Rupees without any deduction, withholding or set off of any kind.
14. This Guarantee shall be governed by and construed in accordance with the substantive laws of India.

SCHEDULE 5 (of the Services Agreement)

INVENTORY OF 2019 LED ITEMS SUPPLIED

This information is indicative only and may change and the identity of the relevant cities may change. BCCI will not be liable for any loss, damage or inconvenience arising as a consequence of any use of the information provided below.

Stadium	Services	No of Units	Size Per Unit (h x w) (Ft.)	Location
Bengaluru	Replay Screen 1	1	13.3 x 24.4	Suspended from M2 Stand, Size to be reviewed
	Replay Screen 2	1	19.68 x 49.2	C Stand Lower
	Full Electronic Score board	1		
	Linear Scoreboard 1	1	3.28 x 29.52	B stand tier
	Linear Scoreboard 2	1	3.28 x 29.52	G Stand tier
	Sight Screen – LED	2	9.84 x 26.24	On ground, in front of N Stand & P2
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	9	NA	FOP
Chennai	Replay Screen 1	1	16.4 x 28.52	Between C Stand & Pavilion Terrace
	Replay (Screen 2	1	16.4 x 49.2	Between I Stand & G Stand
	Full Electronic Score board	1		
	Linear Scoreboard 1	1	3.28 x 39.36	D Stand Lower
	Linear Scoreboard 2			
	Sight Screen – LED	2	9.84 x 26.2	On ground, in front of Anna Pavilion & G Stand
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	12	NA	FOP

Stadium	Services	No of Units	Size Per Unit (h x w) (Ft.)	Location
Delhi	Replay Screen 1	1	16.4 x 26.24	North East Stand, Ground Floor
	Replay Screen 2	1	16.4 v 45.34	Hill B
	Full Electronic Score board	1		
	Linear Scoreboard 1	1	3.28 x 29.52	North West Stand Tier 1
	Linear Scoreboard 2	1	3.28 x 29.52	North East Stand Tier 2
	Sight Screen – LED	2	9.84 x 26.24	On ground, in front of OCH & North Stand
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	8	NA	FOP
Hyderabad	Replay Screen 1	1	16.4 x 29.52	West Stand 1 st Floor
	Replay Screen 2	-	Existing	East Stand 1 st Floor
	Full Electronic Score board	-		
	Linear Scoreboard 1	1	3.28 x 29.52	South Stand Tier 1, East Side
	Linear Scoreboard 2	1	3.28 x 29.52	West Stand Tier 1, North Side
	Sight Screen – LED	2	9.84 x 26.24	On ground, in front of South & North Stand
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	9	NA	FOP
Jaipur	Replay Screen 1	1	16.4 x 26.24	North West Stand 2
	Replay Screen 2	1	16.4 x 29.52	East Stand 3
	Full Electronic Score board	1	16.4 x 19.68	East Stand 3
	Linear Scoreboard 1	1	3.28 x 29.52	Level 2, West Roof Top
	Linear Scoreboard 2	-	-	-
	Sight Screen – LED	2	9.84 x 26.24	On ground, in front of North & South Pavilion
	Perimeter Boards	72	NA	FOP

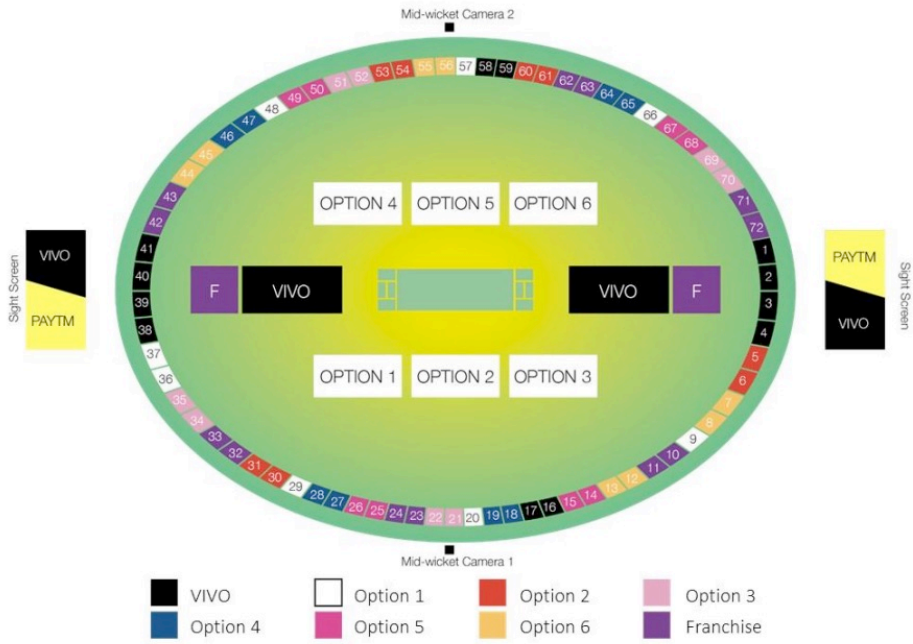
Stadium	Services	No of Units	Size Per Unit (h x w) (Ft.)	Location
	Additional Perimeter Boards	13	NA	FOP

Stadium	Services	No of Units	Size Per Unit (h x w) (Ft.)	Location
Kolkata	Replay Screen 1	1	16.4 x 26.24	Block J
	Replay Screen 2	1	Existing	Block E
	Full Electronic Score board	1		
	Linear Scoreboard 1	1	2.5 x 29.5	Block L, Level 2
	Linear Scoreboard 2	1	2.5 x 29.5	To be identified
	Sight Screen – LED	2	9.84 x 26.24	On ground, in front of Club House & Block F
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	9	NA	FOP
Mohali	Replay Screen 1	1	19.68 x 28.52	Chair Block 1
	Replay Screen 2	1	16.4 x 49.2	Chair Block 2
	Full Electronic Score board	1		
	Linear Scoreboard 1	1	3.28 x 29.52	Chair Block 1
	Linear Scoreboard 2	1	3.28 x 29.52	Chair Block 2
	Sight Screen – LED	2	9.84 x 26.24	On ground, in front of South Stand & North Stand
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	14	NA	FOP
Mumbai	Replay Screen 1	1	19.68 x 28.52	Sunil Gavaskar Pavilion
	Replay Screen 2	1	19.68 x 36.08	Vijay Merchant Stand, Level 2
	Full Electronic Score board	1	19.68 x 26.24	Vijay Merchant Stand, Level 2
	Linear Scoreboard 1	1	3.28 x 29.52	Sunil Gavaskar Pavilion
	Linear Scoreboard 2	1	3.28 x 29.52	MCA Pavilion Terrace

Stadium	Services	No of Units	Size Per Unit (h x w) (Ft.)	Location
	Sight Screen – LED	2	9.84 x 26.24	On ground, in front of Grand Stand & Press Box
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	8	NA	FOP

SCHEDULE 6 (of the Services Agreement)

SAMPLE LED PERIMETER BOARD SCHEMATIC



**SCHEDULE 7 (of the Services Agreement)
COST SHEET – LED SYSTEM**

Services	No of Units	Average Size Per Unit (w x h) Sq. Ft.	Unit Cost (INR)	Total Cost (INR)
Replay Screen 1	1	430		
Replay Screen 2	1	484		
Full Electronic Score board	1	322		
Linear Scoreboard 1	1	97		
Linear Scoreboard 2	1	97		
Sight Screen – LED	2	258		
Perimeter Boards*	24			
Additional Perimeter Boards	1			
Total Cost Per Stadium (INR)				
Charges per Stadium				
Total Cost for 8 Stadiums				
Total Charges				

* The remainder of the 80 LED Perimeter Boards required are to be charged directly to either the franchise or IPL Sponsor as appropriate.

**SCHEDULE 8 (of the Services Agreement)
COST SHEET – VIRTUAL ADVERTISING**

Services	Hardware required No of Units	Unit Cost (INR)	Total Cost (INR)
Virtual Advertising	To be advised by the Company		
Total Cost Per Stadium (INR)			
Charges per Stadium			
Total Cost for 8 Stadiums			
Total Charges			

The LED system should have the necessary up to date hardware based technology that allows for virtual advertising in real time and not via post processing (overlays).

SCHEDULE 9 (of the Services Agreement)

RELEVANT EXTRACT FROM MEMORANDUM OF ASSOCIATION AND RULES AND REGULATIONS OF BCCI CONTAINING PROVISIONS RELATING TO CONFLICT OF INTEREST

(Capitalized terms used in this Schedule 9 but not defined herein shall have the meaning assigned to them under the Memorandum of Associations and Rules and Regulations of BCCI)

38. CONFLICT OF INTEREST

(1) A Conflict Of Interest may take any of the following forms as far as any individual associated with the BCCI is concerned:

- (i) *Direct or Indirect Interest:* When the BCCI, a Member, the IPL or a Franchisee enter into contractual arrangements with entities in which the individual concerned or his/her relative, partner or close associate has an interest. This is to include cases where family members, partners or close associates are in positions that may, or may be seen to compromise an individual's participation, performance and discharge of roles.

Illustration 1: A is an Office Bearer of the BCCI when it enters into a broadcast contract with a company where A's son B is employed. A is hit by Direct Conflict of Interest.

Illustration 2: C is a Member of the IPL Governing Council. The IPL enters into a contract with a new franchisee, the Managing Director of which is C's partner in an independent commercial venture. C is hit by Indirect Conflict of Interest.

Illustration 3: D is the Office Bearer of a State Association. D's wife E has shares in an IPL Franchisee which enters into a stadium contract with the State Association. D is hit by Indirect Conflict of Interest.

Illustration 4: F is President of the BCCI. His son-in-law is a Team Official of a Franchisee. F is hit by Conflict of Interest.

Illustration 5: G is an employee of the BCCI. His wife runs a catering agency that is engaged by the BCCI. G is hit by Conflict of Interest.

- (ii) *Roles compromised:* When the individual holds two separate or distinct posts or positions under the BCCI, a Member, the IPL or the Franchisee, the functions of which would require the one to be beholden to the other, or in opposition thereof.

Illustration 1: A is the Coach of a team. He is also Coach of an IPL Franchisee. A is hit by Conflict of Interest.

Illustration 2: B is Secretary of the BCCI. He is also President of a State Association. B is hit by Conflict of Interest.

Illustration 3: C is the Vice President of the BCCI. He is also President of a State Association and member of a Standing Committee. C is hit by Conflict of Interest.

Illustration 4: D is a Selector. He is also coach of an IPL franchisee. D is hit by Conflict of Interest.

- (iii) *Commercial conflicts*: When the individual enters into endorsement contracts or other professional engagements with third parties, the discharge of which would compromise the individual's primary obligation to the game or allow for a perception that the purity of the game stands compromised.

Illustration 1: A runs a cricket academy. He is appointed as a selector. A is hit by Conflict of Interest.

Illustration 2: B is a BCCI commentator. He also runs a sports management company which contracts members of the team. B is hit by Conflict of Interest.

Illustration 3: C is a selector. He is contracted to write a column on a tour that the national team is on. C is hit by Conflict of Interest.

Illustration 4: D is a team captain. He is also co-owner of a sports management agency which is contracted to manage other team members. D is hit by Conflict of Interest.

Illustration 5: E is a member of the IPL Governing Council. He is engaged by a cricket broadcaster to act as an IPL commentator. E is hit by Conflict of Interest.

- (iv) *Prior relationship*: When the individual has a direct or indirect independent commercial engagement with a vendor or service provider in the past, which is now to be engaged by or on behalf of the BCCI, its Member, the IPL or the Franchisee.

Illustration 1: A is President of the BCCI. Prior to his taking office, he has been engaged professionally for his services by a firm B. After A becomes President, B is appointed as the official consultants of the BCCI. A is hit by Conflict of Interest.

Illustration 2: B is the Secretary of a State Association. Prior to his election, he ran a firm C, specializing in electronic boundary hoardings. Upon becoming Secretary, the contract for the Association's stadium hoardings is granted to C. B is hit by Conflict of Interest.

Illustration 3: D is the Commissioner of the IPL. Before he came into this office, he used to engage E as his auditor for his business. After becoming

Commissioner, E is appointed as auditor to the IPL. D is hit by Conflict of Interest.

Illustration 4: F is the Captain of an IPL team, and G is the team's manager. When F is made Captain of the national team, G is appointed as the national team's manager. F is hit by Conflict of Interest.

- (v) *Position of influence*: When the individual occupies a post that calls for decisions of governance, management or selection to be made, and where a friend, relative or close affiliate is in the zone of consideration or subject to such decision-making, control or management. Also, when the individual holds any stake, voting rights or power to influence the decisions of a franchisee / club / team that participates in the commercial league(s) under BCCI;

Illustration 1: A is a selector. His son is in the zone of consideration for selection. A is hit by Conflict of Interest.

Illustration 2: B is the Secretary of a State Association. He also runs a cricket academy in the State. B is hit by Conflict of Interest.

Illustration 3: C is an umpire. His daughter D is a member of a team which is playing a match in which C officiates. C is hit by Conflict of Interest.

Illustration 4: E is the President of a State Association and his company F owns 12 cricket clubs in the State from which probabilities are selected for the State team. E is hit by Conflict of Interest.

EXPLANATION: The Illustrations which refer to a President / Secretary / Vice-President may be read as illustrations referring to any other Office Bearer, and also to the members of the Apex Council, the Governing Council and the Committees.

- (2) Within a period of 15 days of taking any office under the BCCI, every individual shall disclose in writing to the Apex Council any existing or potential event that may be deemed to cause a Conflict of Interest, and the same shall be uploaded on the website of the BCCI. The failure to issue a complete disclosure, or any partial or total suppression thereof would render the individual open to disciplinary action which may include termination and removal without benefits. It is clarified that a declaration does not lead to a presumption that in fact a questionable situation exists, but is merely for information and transparency.
- (3) A Conflict of Interest may be either Tractable or Intractable:
- (a) Tractable conflicts are those that are resolvable or permissible or excusable through recusal of the individual concerned and/or with full disclosure of the interest involved.
- (b) Intractable conflicts are those that cannot be resolved through disclosure and recusal, and would necessitate the removal of the individual from a post or position occupied so that the conflict can cease to exist.

Explanation: In Illustration 3 to Rule 38(1)(i), if the wife held 51% shares, the conflict will be treated as intractable. If the wife holds 3% shares, whether the conflict is tractable or intractable will have to be decided by the Ethics Officer on the facts of the case. If the wife holds only 100 shares out of 1 crore shares, a disclosure of the same may be sufficient.

- (4) It is clarified that no individual may occupy more than one of the following posts at a single point of time except where prescribed under these Rules:
- (a) Player (Current)
 - (b) Selector / Member of Cricket Committee
 - (c) Team Official
 - (d) Commentator
 - (e) Match Official
 - (f) Administrator / Office-Bearer
 - (g) Electoral Officer
 - (h) Ombudsman & Ethics Officer
 - (i) Auditor
 - (j) Any person who is in governance, management or employment of a Franchisee
 - (k) Member of a Standing Committee
 - (l) CEO & Managers
 - (m) Office Bearer of a Member
 - (n) Service Provider (Legal, Financial, etc.)
 - (o) Contractual entity (Broadcast, Security, Contractor, etc.)
 - (p) Owner of a Cricket Academy
- (5) As far as incumbents are concerned, every disclosure mandated under Sub-Rule (3) may be made within 90 days of the Effective Date.

39. THE ETHICS OFFICER

- (1) The BCCI shall appoint an Ethics Officer at the Annual General Meeting for the purpose of guidance and resolution in instances of conflict of interest. The Ethics

Officer shall be a retired Judge of a High Court so appointed by the BCCI after obtaining his/her consent and on terms as determined by the BCCI in keeping with the dignity and stature of the office. The term of an Ethics Officer shall be one year, subject to a maximum of 3 terms in office.

- (2) Any instance of Conflict of Interest may be taken cognizance of by the Ethics Officer:
 - (a) Suo Motu;
 - (b) By way of a complaint in writing to the official postal or email address; or
 - (c) On a reference by the Apex Council;

- (3) After considering the relevant factors and following the principles of natural justice, the Ethics Officer may do any of the following:
 - (a) Declare the conflict as Tractable and direct that:
 - (i) the person declare the Conflict of Interest as per Rule 38(3)(a); or
 - (ii) the interest that causes the conflict be relinquished; or
 - (iii) the person recuse from discharging the obligation or duty so vested in him or her.

 - (b) Declare the conflict as Intractable and direct that:
 - (i) the person be suspended or removed from his or her post; and
 - (ii) any suitable monetary or other penalty be imposed; and
 - (iii) the person be barred for a specified period or for life from involvement with the game of cricket.

The Ethics Officer is wholly empowered to also direct any additional measures or restitution as is deemed fit in the circumstances.

SCHEDULE 3 (of RFP)
PROPOSAL SUBMISSION LETTER

[To be typed on Interested Party's Letterhead]

2020

The Board of Control for Cricket in India
Cricket Centre
Wankhede Stadium
Marine Lines
Mumbai 400 020
India

For the attention: BCCI Honorary Secretary

Dear Sirs,

**REQUEST FOR PROPOSAL – PROVISION OF LED SERVICES – PROPOSAL
SUBMISSION LETTER**

We, _____¹, acknowledge receipt of the above Request for Proposal published by BCCI in relation to the provision of the LED Services (“RFP”) and fully understand and accept the terms, conditions and procedures set out therein. In accordance with the requirements of the RFP, we hereby submit a proposal to provide the Services (the “**Proposal**”) in accordance with the terms of the RFP.

We confirm that:

- Each element of this Proposal has been formulated with regard to and with a view to successfully achieving the aims and objectives of BCCI as set out in the RFP;
- We accept the terms, conditions and requirements without any reservations or amendments contained in the RFP and the Services Agreement;
- We have perused the Conflict of Interest Rules annexed at Schedule 9 to the Service Agreement and declare that we do not have any conflict in terms thereof; and
- No element of this Proposal is conditional upon any event, fact or circumstance other than the acceptance by BCCI of the offer contained in this Proposal.

Capitalised expressions used in this Proposal shall have the same meaning ascribed to them in the RFP unless otherwise expressly defined in this Proposal.

¹ Please provide the full name of the Interested Party.

1. INFORMATION RELATING TO PROPOSAL EVALUATION

Please find enclosed with this Proposal full details and supporting documents (where applicable) in respect of the following:

1.1 Corporate Structure of the Interested Party

- (a) Incorporation Date, Registered Office and Registered Number of the Interested Party;
- (b) Details of all shareholders in the Interested Party and their respective percentage shareholding (unless the same is a listed company whose shares are traded on any recognised investment exchange in which event details are provided of any shareholder who owns or Controls 10% or more of the shares of such entity);
- (c) Copies of the audited financial accounts of the Interested Party for the immediately preceding 3 year period;
- (d) If the Interested Party forms part of a Group of companies an organisation chart of such Group including details of any person who owns shares in any company in such Group together with details of the ultimate Controller of the ultimate holding company of such Group;
- (e) Details of all directors of the Interested Party;
- (f) Details of the senior management who will be responsible for the provision of the Services; and
- (g) Certified true copies of all constitutional documents relating to the Interested Party including certificate of incorporation, memorandum and articles of association, partnership deed etc.

2. CONFIDENTIALITY

- 2.1 “**Confidential Information**” means all information in whatever form (including, without limitation, written, oral, visual or electronic) relating directly or indirectly to the content of the discussions between BCCI and the Interested Party relating to this Proposal and/or any Services Agreement, the fact that the parties are discussing this Proposal and/or any Services Agreement and the status of those discussions and/or the existence, nature and terms of this Proposal, or any subsequent discussions, agreements or arrangement relating thereto, and all information (whether of a technical nature or otherwise) relating to the business or affairs of BCCI (and/or its/their commercial partners, or associated or subsidiary entities) as may be communicated to us during the RFP process and any subsequent negotiations in connection therewith.

2.2 We agree to keep confidential, and shall not disclose to any person (including, without limitation, the press and media), any and all Confidential Information which has been, or may be, disclosed to us by, or on behalf of BCCI except insofar as the Confidential Information:

- (a) is reasonably required by a person employed or engaged by us in connection with the preparation of our Proposal or the proper performance of the Services Agreement in which circumstances we shall ensure that any such person complies with our obligations in relation to Confidential Information referred to in this letter as if such person were a signatory to this letter; or
- (b) is required to be disclosed by law or by applicable regulation, or any valid order of a court of competent jurisdiction, or at the request or direction of any governmental or regulatory authority or agency.

Without prejudice to the foregoing and unless BCCI chooses otherwise, we covenant with and undertake to BCCI that no announcement or statement howsoever relating to our Proposal, the Services Agreement or our discussions with BCCI in relation thereto shall be made by us, or on our behalf, without the prior written approval of BCCI (such approval to be given or withheld at BCCI's sole discretion).

2.3 We hereby undertake to BCCI to use the Confidential Information solely in connection with the preparation of our Proposal and not otherwise for our own benefit or the benefit of any third party.

3. GENERAL

3.1 We acknowledge that we are solely responsible for all costs, expenses and liabilities incurred by us in the preparation and submission of this Proposal, any responses to requests for further information by or on behalf of BCCI and any discussions with BCCI and/or its associates following receipt by BCCI of this Proposal (whether or not any Services Agreement is entered into by us).

3.2 We warrant, confirm, represent and undertake to BCCI and its/their associates that:

- (a) the information contained in this Proposal and otherwise provided to BCCI and/or its associates during the RFP process is, and shall be, complete and accurate in all respects and is not, and shall not be, false or misleading in any way;
- (b) we satisfy all Eligibility requirements set out in the RFP;
- (c) if, following submission of this Proposal there are any changes in our circumstances that may affect any of the information contained in this Proposal or the warranty in paragraph (a) immediately above, we shall immediately notify BCCI in writing setting out the relevant details in full.

4. GOVERNING LAW AND ARBITRATION

- 4.1 We acknowledge and agree that our Proposal and the entire RFP process shall be governed by, and construed in accordance, with the laws of India.
- 4.2 Any disputes arising in connection with our Proposal and the RFP process (or any part thereof) shall be resolved in accordance with Section 12 of the RFP.

For and Behalf of ²

Name

Designation

Date

² To be signed by the Interested Party

SCHEDULE 4 (of RFP)

AFFIDAVIT

TO BE ATTESTED/NOTARIZED ON RS 100 NON-JUDICIAL STAMP PAPER

AFFIDAVIT

I, _____ of _____, an authorised representative of _____ do hereby declare solemnly affirm and state as follows:

1. I solemnly state and declare that I am providing the true and correct details of the company submitting the Proposal as required by the Request For Proposal for LED Services.
2. I state that the contents of the Proposal are true and correct to the best of my knowledge based on the original records maintained by the Proposal Company. I further declare that no material information has been concealed.
3. I have perused the BCCI Conflict of Interest Rules annexed at Schedule 9 to the Services Agreement(s) and we do not have any conflict of interest in terms thereof.

Solemnly affirmed at _____

On this _____ day of _____