REQUEST FOR PROPOSAL

FOR

PROVISION OF LED SERVICES

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1. 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 persons who consider that they 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 2017 and 2018 Seasons with a unilateral option for BCCI to renew the Term for the 2019 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 2017 Season will take place during the period from 5 April 2017 – 21 May 2017. The duration of each Season, the number of Stadia and the format of the League and the number of Matches during any such Season may be subject to change at BCCI's sole discretion and without any prior notice to any concerned party if necessary.

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 third parties to acquire the right and obligation to provide the Services in the manner described in and contemplated by this RFP. No Proposal from any party who intends to re-sell the right to provide the Services will be accepted.

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 Interested Parties is drawn to Section 2.4.1);

(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;

(e) state of the art information technology infrastructure; and

(f) 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 to 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**

Depending upon the financial strength and/or depth of other resources available to the successful Interested Party, BCCI reserves the right to insist upon a parent company guarantee in the manner contemplated by the Services Agreement. The failure to provide such a parent company guarantee if requested could result in the Services Agreement being terminated.

For the purpose of securing performance by the successful Interested Party of all its obligations under the Services Agreement, the successful Interested Party shall in respect of each relevant Season deliver to BCCI an irrevocable and unconditional Bank Guarantee in the format prescribed in Schedule 9 to the Services Agreement for an amount equivalent to 30% (thirty percent) of the Budgeted Costs for the relevant Season whereby 30% of such Budgeted Costs is guaranteed fully and without any interruption.

The Company shall furnish the Bank Guarantee no later than 5 business days from counter-execution of the Services Agreement by BCCI and by 5 January 2018 in respect of the 2018 Season and, if the Services Agreement is renewed by BCCI, by not later than 5 January 2019 as is more fully set out in the Services Agreement.

The Bank Guarantee(s) must be issued by a reputed Bank approved in writing in advance by BCCI and be in the format as specified in the Services Agreement.

If the Company fails to deliver the Bank Guarantee(s) as provided herein, such failure 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 crore 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 a 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 Person 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 Person 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 Person 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 are set out in Schedule 1 of the Services Agreement, 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 as set out in the Services Agreement. It is anticipated that there will be not less than 8 Stadia during the 2017– 2019 Seasons although the actual number of such Stadia during any such Season may be higher or lower.

3.2 The form of Services Agreement is set out in Schedule 2 of this RFP. As set out in Section 6 Interested Parties are required to execute and deliver two originals of the Service Agreement as part of their respective Proposals. As contemplated in Section 8.2 BCCI will attach to such Service Agreements the agreed form Budget submitted by the successful Interested Party. BCCI will then if appropriate counter-sign the Services Agreement signed by the successful Interested Party.

3.3 Average square footage of items required to be used in relation to the provision of the Services are indicated in the Budget set out in Schedule 7 to the Services Agreement. If Interested Parties wish to suggest alternative options for items, this can be done provided the costs of said items are reflected accurately in the Budget and the original proposed item is also quoted for.

3.4 In order to assist Interested Parties with the accurate completion of the Budget 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 intending to submit a Proposal should arrange a time to visit BCCI between 11am and 5pm (IST) from 11th February 2017 to 17th February 2017 to demonstrate its proposed LED boards in order for BCCI to be able to assess them. Interested Parties should contact Anaisha Paranjape at least 48 hours prior to the intended time of visit in order to arrange any such test (Anaisha.Paranjape@bcci.tv).

3.5 In order for Interested Parties to submit accurate proposals (in particular with regard to any 2nd Tier LED Boards required), surveys of the Stadia may be required to be undertaken by Interested Parties which they shall conduct at their sole cost. If Interested Parties wish to contact State Associations to arrange such surveys they should contact Anaisha Paranjape (Anaisha.Paranjape@bcci.tv).

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 and marked for the attention of Hemang Amin and received by BCCI on or before 12.00 pm (IST) on 16 February 2017 by way of electronic mail (e-mail) sent in .doc or .docx format to rfp@bcci.tv. Any clarification issued by BCCI will automatically become part of this RFP and BCCI will, if appropriate, issue an amended Services Agreement which Interested Parties shall be required to sign and deliver as part of their Proposal in accordance with this RFP.

Save as specified herein, 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. All information and documents that are furnished will be treated as strictly confidential and shall not, unless required in accordance with law, be disclosed to any other party.

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.

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) **two identical originals**, initialled on every page, of the Services Agreement duly stamped and properly signed in the appropriate place by a duly authorised representative of the Interested Party together with evidence (e.g. a board resolution) satisfactory to BCCI that such representative was duly authorised to sign the Services Agreement. Interested Parties shall include the full corporate name of the entity which is entering into the Services Agreement and the registered office address of such entity on the first page thereof and shall set out the full name of the individual signing the Services Agreement on behalf of the Company on the signature page;

(e) a detailed Budget as per Schedule 7 of the Services Agreement showing the proposed charges in connection with the Services;

(f) detailed documentary evidence demonstrating the Interested Party's credentials regarding the criteria set out in Section 2.2 above, and the proposed team

profile/detailed resumes of the Interested Party's key responsible management and creative staff that would be carrying out the Services; and

(g) 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.

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) and the Affidavit referred to in Section 6.1 (b) should be enclosed in one envelope clearly labelled "*Envelope A –Proposal Submission Letter and Affidavit*".

The information and evidence referred to in Section 6.1 (c), (d), (e), (f) and (g) should be enclosed in a separate envelope clearly labelled "*Envelope B – Provision of LED Services together with supporting documents*".

7.3 The outer envelopes containing the Proposal Documents must be identified as per the instructions in Section 7.2 and must be sealed and marked as follows:

Request for Proposal – Provision of LED Services
Attn of: Hemang Amin

There should be nothing on the outside of the 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 Bid 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.

7.4 The Proposal Documents in sealed envelopes, as above, shall be delivered by hand in person by an authorised representative of the Interested Party **by 11.00am (IST) on 22 February 2017** to The 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.

8. SELECTION OF THE WINNING PROPOSAL

8.1 BCCI anticipates (but does not guarantee) that it will as soon as practicable select a short list from the eligible Interested Parties who will be notified accordingly and asked to make a presentation to the BCCI on 22 February 2017**.** Following these presentations

Interested Parties will be informed of the selection of the successful Interested Party as soon as practicable.

8.2 The appointment of the successful Interested Party will be conditional upon and subject to the execution by BCCI of the relevant Services Agreement and the inclusion therein of the Budget delivered as part of the relevant Interested Party's Proposal. The attention of Interested Parties is drawn to Section 2.3 in relation to the requirement for the successful Interested Party to deliver a Bank Guarantee to BCCI.

8.3 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 Services Agreement has been counter-signed by BCCI and delivered to the successful Interested Party, the Bank Guarantee for the 2017 Season has been delivered to BCCI and the appointment of such Interested Party has become unconditional.

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 2.4.3.

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; and

(b) 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.

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 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.

11. GENERAL

11.1 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 as a result of any reliance on any information contained in this RFP or otherwise.

11.2 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.

11.3 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.

11.4 BCCI reserves the unfettered right and absolute discretion (without giving prior notice where necessary) 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; 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.

11.5 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.

11.6 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.

11.7 The grant of any right to provide the Services shall be conditional upon the BCCI counter-signing the Services Agreement delivered by the successful Interested Party and the Interested Party submitting the Bank Guarantee for the 2017 Season within the time stipulated in the Services Agreement.

11.8 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.

11.9 References to the singular shall, where appropriate, include the plural and vice versa and references to one gender shall include all other genders.

11.10 The schedules shall be deemed to be incorporated into and form part of this RFP.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 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.

12.2 If any dispute arises under this RFP, 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.

12.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.

12.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.

12.5 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.

12.6 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

Chief Executive Officer, BCCI

DATE 10th February 2017

SCHEDULE 1 (of RFP)

GLOSSARY OF TERMS

Budget and **Budgeted Costs** shall have the meaning in the Services Agreement and should be submitted by each Interested Party in the format provided in Schedule 7 of the Services Agreement.

business day shall mean any day on which banks in Mumbai are generally open for business.

"Conflict of Interest Rules" shall mean the BCCI Rules on Conflict of Interest, as amended/revised/updated/substituted from time to time the current version of which is annexed as Schedule 8 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 any shares 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;
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 "**Controlled**" and "**Controller**" shall be construed accordingly.

Group shall mean a group of companies comprising of all companies which are under the same management according to the conditions set out in Section 370 (1B) of the Companies Act 1956 (India) and include all companies that are Affiliates of such companies.

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.

L**isted** shall, in relation to a company, mean that all or part of its shares are listed and traded on a recognised stock 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 2017, 2018 and, if appropriate, 2019.

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 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 have the meaning in the Services Agreement.

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.

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) **[*COMPANY NAME and address*]** (the "**Company**").

WHEREAS:

(A) The Indian Premier League (the "**IPL**" or "**Event**") is a Twenty20 League organised by the BCCI.

(B) 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 contemplated by this Agreement.

(C) The Company desires to be granted the right to provide certain services to the BCCI in connection with the IPL (being the "**Services**" referred to below).

(D) The BCCI is willing to appoint the Company and the Company wishes to be appointed to provide the Services 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 the 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. **Company Duties**

2.1 The Company hereby warrants that it has 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 its Proposal and hereby undertakes and agrees with the BCCI that it shall:-

(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 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 the instructions of the BCCI in connection with the provision of the Services;

(d) 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);

(e) 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 problem errors, omissions and shortcomings of whatsoever nature or dispute of any kind in relation to the Services or their provision;

(f) make available personnel 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 creative staff engaged in carrying out the Services;

(g) 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;

(h) 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;

(i) 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;

(j) provide adequate supervision to ensure the correct performance of the Services by its executives /employees;

(k) at all times act in good faith and in the BCCI's best interests in providing the Services;

(l) 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;

(m) not make any derogatory or disparaging remarks about the League, the BCCI, any Central Sponsor, Franchisee, Team, Franchisee Sponsor or any of the officers,

officials or employees of the BCCI, Central Sponsor, Franchisee or any Franchisee Sponsor;

(n) 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;

(o) 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 International Cricket Council;

(p) 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;

(q) 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; and

(r) shall ensure that it does not have any conflict of interest in terms of the BCCI Conflict of Interest Rules and, in any event, forthwith notify BCCI if it has any such conflict of interest.

2.2 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. Consideration

3.1 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 7 days prior to the date on which such payment becomes due, the BCCI shall in respect of each Season pay to the Company all Budgeted Costs set out in the Budget including the fee payable for delivery of the Services as set out in the Budget (the "**Fee**") which shall be payable which shall be payable as to:

(a) as to 30% on or before the day falling 30 days before the first Match of such Season or one day after the Event schedule is published by the BCCI (if later);

(b) as to 40% on or before the day falling 30 days after the first Match of such Season; and

(c) as to the remaining 30%, within 30 days of the reconciliation of all costs and accounts of the Company, performance of all post Event obligations by the Company and the final settlement of all costs having been delivered to BCCI.

3.2 All payments under this Agreement shall be paid in Rupees together with such service tax or equivalent as may be payable thereon but after any deduction, withholding, Tax Deducted at Source (TDS) or set-off as required by law.

3.3 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 Budget 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 service tax in respect thereof.

3.4 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 penalty, based on the amount of the Fee relating to that part of the LED System that has not operated properly plus any revenue lost by BCCI and/or its Sponsors and/or the Franchisees and/or Franchisee Sponsors, 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 apply such a penalty 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 penalty shall be payable and, in such circumstances, the above-mentioned 5 minute period will be taken into account when calculating the penalty.

If it transpires, after the calculation of the penalties 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.

4 Bank Guarantees

4.1 As contemplated by the Request for Proposal and for the purpose of securing the Company's obligations under this Agreement the Company shall deliver to the BCCI an original of a Bank Guarantee in respect of an amount of equivalent to 30% (thirty percent) of the Budgeted Costs for the relevant Season whereby 30% of the estimated Budgeted Costs payable to the Company for each such Season is guaranteed fully and without any interruption. This Bank Guarantee shall be case in the exact format set out in Schedule 9, duly executed by any reputable bank (independent of the Company), other than any co-operative bank or foreign bank having a branch in Mumbai and which is approved by BCCI in its sole discretion.

4.2 The Company shall deliver the Bank Guarantee(s):

(a) in respect of the 2017 Season within 5 business days of counter-signature of this Agreement by BCCI;

(b) in respect of the 2018 Season on or before 5pm IST on 5th January 2018; and

(c) if the BCCI exercises its right of renewal under paragraph 3 (b) of Schedule 3 on or before 5pm IST on 5th January 2019 in respect of the 2019 Season.

4.3 Time shall be of the essence in respect of the Company's obligations to deliver the Bank Guarantees under Clause 4.2. Any failure by the Company to comply with its obligations under Clause 4.2 shall be a material breach of this Agreement for the purposes of paragraph 3(c) (ii) of Schedule 3 and any termination of this Agreement as a consequence of such material breach shall be without prejudice to any claim in damages against the Company.

5 Parent Company Guarantee

If the BCCI believes that a parent company (or companies) is (or are) required to guarantee the obligations of the Company under this Agreement then as soon as practicable and in any event within 10 days following a request from the BCCI the Company shall ensure that a company (or companies) of financial standing which is (or are) acceptable to the BCCI duly and properly executes a deed of guarantee in the form set out at Schedule 4 and delivers such deed to the BCCI together with proof of the authorisation of those persons who executed it and, if the parent company is incorporated outside India, an address in India where the addressee is authorised to accept service of documents and notices on behalf of such parent company together with evidence satisfactory to the BCCI of such authorisation which shall be unconditional and irrevocable. If the Company fails to comply with any such request then this shall constitute a material breach of this Agreement.

6 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: _____ 2017

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

_____ Date: _____ 2017

By [include full name of signatory]
For and on behalf of
the 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, repair, replacement and removal of the LED System across all Stadiums and all elements of the construction of all parts of the LED System and supply of 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 Company shall ensure that the LED System includes but is not limited to the following:

(i) All equipment required to be included in the LED Control Room, space for which will be made available to the Company at each match Venue;
(ii) LED Electronic Scoreboard (to be integrated with one of the Replay Screens);
(iii) Two (2) LED Replay Screens;
(iv) Two (2) LED Linear Scoreboards;
(v) One (1) LED Entertainment Screen;
(vi) Two (2) LED Sight Screens
(vii) LED Perimeter Boards (minimum 80 per stadium)
(viii) Second Tier LED Boards (where available).

(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 where appropriate, 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 Control Room or Entertainment Company), 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.

2. PRE EVENT SERVICES

The Company shall:

(a) carry out detailed surveys of all Stadiums to identify and measure areas suitable for the LED System. Indicative sizes and placements can be found in Schedule 5;

(b) ensure that the positioning of the LED Electronic Scoreboard, LED Linear Scoreboard and LED Replay Screen allow 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 systems and the Company shall promptly undertake recces to ensure they have the required software to integrate with all existing hardware at any 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;

(e) take all necessary steps, including the provision to BCCI of structural engineer's certificates, to ensure that each LED System is installed and maintained in a manner so that the safety of spectators 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) prepare mock ups of each deliverable for approval by BCCI;

(g) 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;

(h) not do or omit to do anything whereby the above-mentioned insurance may be vitiated either in whole or in part.

(i) create Stadium specific artwork from files provided by BCCI, IPL Sponsors and Franchisees for each Stadium. Alternatively, if requested to the Company shall receive Stadium specific artwork from BCCI, IPL Sponsors and IPL 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;

(j) create and maintain (at the Company's sole cost) a central web portal for 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 a sponsor or Franchise) is to be retained by the primary owner of such file. The portal 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;

(k) create and share with BCCI a user manual providing technical specifications for all artwork. BCCI shall share this manual with Franchisees and 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 to work throughout each Season including but not limited to:

- Dedicated Project Leader;
- Dedicated Stadium Leader to be based at each Stadium;
- Scorer;
- Replay Screen Operator;
- Engineers;
- LED designers;
- Creative Lead.

(ii) ensure that the Project Manager remains at all times the single point of contact for BCCI;

(iii) ensure that all of its 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 will ensure that the LED System is thoroughly checked 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 repair any faults or malfunctioning 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 appointed Stadium sponsorship manager shall before each Match approve what content is to be shown on the LED System;

(viii) 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 Company shall ensure that its Led System 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 one day prior to every Match in the presence of a BCCI official or designated person, as per the graphics schedule 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 120 minutes 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;

(vi) at all times take all necessary steps to avoid any damage to the Stadium;

(vii) ensure that all LED Perimeter Boards are and remain not more than 3 years old at any time during the Term, water resistant and 1 metre in height;

(viii) 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.

(c) Provision of LED Perimeter Boards

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 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);
- all LED Perimeter Boards are of an equal size and proportion as well being of the same style;
- 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 Perimeter Boards may be accommodated;
- 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 for use at entry and exit points;
  - hover boards for use at entry and exit points to allow access for both people and equipment and cricket 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;
- provide a suitable number of correctly branded, flex on frame static perimeter advertising boards to provide cover for the possible malfunction of any of the LED Perimeter Boards and, 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, a Franchisee, a Franchisee Sponsor or Central Sponsor.

(d) Schematics and Display

The Company shall:

(i) ensure that all LED Perimeter Boards are in positions to fulfill the requirements of the IPL Sponsors, Schedule 6 provides a sample schematic. The LED Perimeter Boards may be made up of more than one LED Panel;

(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 Central Sponsor and Franchisee Sponsor 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 on a schedule to be mutually agreed between the Company and the BCCI;
- moving the LED Perimeter Boards where necessary to accommodate other changes such as a change in the pitch used in a particular Match;
- ensuring that when the ball is in play the LED Perimeter Boards will be required to 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 any other Sponsor.

(e) **Payment**

(i) It is acknowledged and agreed that the Fee includes a sum in respect of 24 LED Perimeter Boards per Match for use by BCCI.

(ii) The Company shall be responsible for invoicing the Franchisee, Franchisee Sponsor or Central Sponsor as appropriate for the following:

- 12 LED Perimeter Boards per Match for use by the Franchisee or Franchisee 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 Central Sponsors.

(iii) If and to the extent that a number of LED Perimeter Boards remains available after the Central Sponsors and the Franchisee or Franchisee Sponsors have received their allocation, then BCCI shall use such LED Perimeter Boards and pay for them (in addition to the Fee) at the rate (the per unit cost as advised in the Budget 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.

(iv) Any LED Perimeter Boards which are used by Central Sponsors or by the Franchisee or Franchisee Sponsors shall be paid for by the relevant Franchisee or IPL Sponsor 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 Central Sponsors or Franchisees or Franchise Sponsors).

(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 and sizes are based on those used in IPL 2016 but are subject to changes following the surveys conducted by the Company and subject always to BCCI written approval.

(ii) The Company shall ensure that all screens provided as part of the LED System are high definition with a minimum of 1920 x 1080 pixels and pixel pitch of 7mm to 8mm. If at any time during the Term updated software/hardware become available, then the Company shall immediately make this available to the BCCI at no extra cost.

(iii) 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.

(iv) BCCI reserves the right to display any content it requires on the LED Replay Screens in the event of weather interruptions which may be either streamed directly from the broadcaster or provided directly from DVD/Video CD.

(v) The Company shall be responsible for ensuring that the LED Replay Screens are properly connected to the LED Control Room and that they display all relevant content (audio and visual) including full display of each post-Match presentation.

4. BCCI OBLIGATIONS

The BCCI shall:

(a) provide necessary access entry/passes for the Company's engineering/technical team at each Stadium;

(b) work with the relevant State Association to ensure a suitable location 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 Venue;

(e) provide to the Company all the display materials in DVD/VCD which shall be used for production to display on the LED Replay Screen 1, LED Replay Screen 2 and LED Entertainment Screen at each Match;

(f) provide to the Company 24 hours before the commencement of each Match, the IPL Sponsors' display schedule. The Company acknowledges that BCCI may change this schedule 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 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 but BCCI shall confirm the precise format for such reports following signature of this Agreement. These reports shall include the number of spots that each IPL Sponsor had during the Match and the number of seconds comprising each such spot. 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 event.

(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 operator in the condition in which it was received;

(b) remove all relevant LED Systems 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. INVOICING

(a) 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

2017 Season



Subsequent Seasons

Format to be supplied to the Company

SCHEDULE 3 (of the Services Agreement)

GENERAL PROVISIONS

1. **Trade Marks**

(a) 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.

(b) The Company agrees that it will not, during the Term or at any time thereafter:

(i) grant to any party the right to use any mark identical with or confusingly similar to any part of the Trade Marks; or

(ii) raise or to 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

(iii) 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.

(c) 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 the performance by the Company of this Agreement and/or any breach of this Agreement by the Company.

3. **Term and Termination**

(a) This Agreement shall take effect upon the Commencement Date and shall, unless terminated earlier or renewed by BCCI as set out below, expire at the end of the Term.

(b) BCCI shall have the right by written notice served on the Company on or before 30 September 2018 to extend the Term for one further Season on the same terms and conditions as are set out in this Agreement and if BCCI exercises this right then the Term shall expire on 31 July 2019.

(c) Each party shall have the right by written notice to terminate this Agreement with immediate effect if the other party:

(i) materially breaches any provision of this Agreement in a manner which is irremediable; or

(ii) 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; or

(iii) becomes insolvent or if any procedure is commenced to wind up, liquidate or appoint an administrator or receiver in respect of the other party.

(d) The BCCI may terminate this Agreement with immediate effect by written notice if:

(i) there is a Change of Control of the Company (direct or indirect);

(ii) the Company transfers or agrees to transfer a material part of its business or assets to any other person;

(iii) 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;

(iv) there is any beach of paragraph 7 below by the Company.

(e) 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.

(f) Termination of this Agreement for whatever reason shall be without prejudice to the rights and liabilities of either party to the other in respect of any matter arising under this Agreement.

(g) 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.

(h) 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. **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 (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.

5. **Intellectual Property Rights**

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 Material or any part of it, for any other work.

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):

To the BCCI:

The Board of Control for Cricket in India
Cricket Centre
Wankhede Stadium
Mumbai 400 020
India
Attention: Mathew Joy
Email: mathew.joy@bcci.tv with a copy to hemang.amin@ bcci.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). 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 business 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 and six business days after posting if sent to or from an address outside 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;

(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.

(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 occurred.

(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. **General**

(a) 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.

(b) 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; and

(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 Budget 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 service tax in respect thereof;

(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.

(c) 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.

(d) This Agreement may not be changed or modified except by an express document in writing signed by both parties.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) If this Agreement is signed on different dates then it shall be deemed to take effect on the later date.

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

(k) Each party agrees to keep the provisions of this Agreement confidential.

10. **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.

11. **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**" means the guarantee issued by a reputable bank approved in writing in advance by BCCI in the format set out in Schedule 9 without alteration (save for the inclusion of the details of the bank and the amounts guaranteed) or such other form that is approved in writing in advance by BCCI;

(c) **"Boundary Rope Structure"** shall mean a foam structure placed around the boundary rope for branding purposes;

(d) "**BCCI Stadium Staff**" shall mean the person(s) appointed by BCCI to manage the operations on behalf of the BCCI;

(e) **"Budget"** shall mean the budget for the Event included as part of the Proposal and as agreed with the BCCI, a copy of which is set out at Schedule 7, as the same may be amended following signature of this Agreement if approved in writing by BCCI (to be given at BCC's discretion);

(f) **"Central Sponsor"** shall mean any sponsor granted rights at a Match by BCCI;

(g) "**Commencement Date**" shall mean the date of signature of this Agreement;

(h) "**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;

(i) **"Entertainment Company"** shall mean a third party employed directly by any Franchise to create and manage such Franchise's entertainment offering at each of such Franchise's home Matches;

(j) **"Franchisee"** shall mean any IPL franchisee which owns and operates a Team;

(k) **"Franchisee Sponsor"** shall mean any sponsor granted rights at a Match by a Franchisee;

(l) "**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;

(m) "**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;

(n) "**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;

(o) "**IPL Sponsor**" shall, together, mean Central Sponsors and Franchisee Sponsors;

(p) "**League Match or Match**" shall mean any match forming part of the League in the Season;

(q) **"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;

(r) **"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;

(s) **"LED Entertainment Screen"** shall mean the digital LED entertainment screen referred to in this Agreement with true colour, day night system together with all necessary accessories and systems placed at the entertainment stage;

(t) **"LED Linear Scoreboard 1"** shall mean an additional scoreboard to the LED Electronic Scoreboard that displays the score at all times during a Match;

(u) **"LED Linear Scoreboard 2"** shall mean an additional scoreboard to the LED Electronic Scoreboard that displays the score at all times during a Match;

(v) **"LED Panel"** means a board or panel of LED lights that are used to make up the LED System;

(w) **"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**;**

(x) **"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;

(y) **"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;

(z) **"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;

(aa) **"LED System"** shall mean, together, the LED Control Room, LED Sight Screens, the LED Electronic Scoreboard, LED Entertainment Screen, 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;

(bb) "**Owner**" shall mean any person who is the ultimate Controller of the Company;

(cc) **"Play-Off Match"** shall mean the four matches at the end of each Season to determine the winner, runner-up and third and fourth placed team in the League;

(dd) "**Proposal**" shall mean all of the documents submitted to the BCCI by the Company in

response to the Request for Proposal;

(ee) "**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;

(ff) "**Season**" shall mean each IPL season during the Term;

(gg) "**Services**" shall mean the Services set out in Schedule 1;

(hh) "**Sponsor**" shall mean, together, Central Sponsors and Franchisee Sponsors;

(ii) **"Stadium"** shall mean each Stadium at which a Match is staged and "**Stadia**" shall be construed accordingly;

(jj) "**Team**" shall mean each team which forms part of the League from time to time.

(kk) "**Term**" shall mean the period commencing on the Commencement Date and continuing until 1 October 2018;

(ll) **"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; and

(mm) **"TV Control"** means the third party producers that have the right to carry out the television production of each Match.

SCHEDULE 4 (of the Services Agreement)

DEED OF GUARANTEE

THIS DEED of Guarantee is given on [date] by [name of guarantor] of [address of guarantor] (the "Guarantor") in favour of **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**").

WHEREAS:

(A) On [date] [Name of Company] (the "**Company**") and the BCCI entered an agreement as from time to time varied, extended, increased or replaced (with or without the Guarantor's knowledge or consent) (the "**Agreement**") pursuant to which the Company was appointed to provide certain services to BCCI in relation to the Indian Premier League.

(B) The Guarantor has agreed to guarantee to the BCCI the performance by the Company of its obligations under the Agreement.

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the BCCI granting to the Company the rights under the Agreement, the Guarantor hereby unconditionally and irrevocably guarantees by way of a continuing guarantee the due and prompt performance by the Company of all of its liabilities and obligations from time to time under the Agreement including without limitation any payment obligations (the "**Guaranteed Obligations**").

2. This guarantee shall extend to the costs and expenses (including legal expenses) incurred by the BCCI in enforcing this guarantee and/or in taking action for the due performance by the Company of any of its obligations under the Agreement.

3. The terms of this guarantee (which is and will remain a continuing security for the due performance of the Guaranteed Obligations):

   (a) constitute direct, primary and unconditional obligations to perform on demand any Guaranteed Obligation;

   (b) may be enforced without first having taken any proceedings against the Company; and

   (c) shall bind the heirs, successors and permitted assigns of the Guarantor.

4. As a separate and independent stipulation the Guarantor agrees that the Guaranteed Obligations exist irrespective of the total or partial invalidity of any obligation owed to the BCCI by the Company or any legal limitation, disability or incapacity of the Company or the Guarantor. If the BCCI brings proceedings against the Company then the Guarantor shall be bound by any findings of fact, interim or final award or judgement made by an arbitrator or the court in such proceedings provided that the Guarantor is made a party to such proceedings.

5. As a separate and independent payment obligation, the Guarantor irrevocably and unconditionally undertake to indemnify and keep the BCCI indemnified on demand against all losses, damages, costs and expenses (including, without limitation, all legal

costs and expenses and VAT on any of the same) of whatever nature, whether arising under statute, contract or at common law, which the BCCI may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if such obligation guaranteed had not become unenforceable, invalid or illegal.

6. The Guarantor hereby irrevocably acknowledges and agrees that it shall not be entitled at any time to terminate its obligations under this guarantee and the Guarantor shall not challenge the validity or enforceability of the guarantee or any provision of it or the Guarantor's obligations hereunder. In particular, but without limitation, the Guarantor hereby waives to the fullest extent allowed by law any defence or other grounds which might otherwise be or become available to it by which it might be entitled to terminate this guarantee or its obligations hereunder or which might automatically apply to discharge this guarantee

7. This guarantee and the BCCI's rights under it shall not be affected or prejudiced by the BCCI taking or holding any other further security, guarantee or indemnities of any kind in respect of any of the Guaranteed Obligations, or by it varying, releasing or omitting, delaying or neglecting to enforce the terms of the Agreement or any time or indulgence given by it, or by the insolvency, liquidation, administration, voluntary arrangement, dissolution, winding up, amalgamation, reconstruction, reorganisation or other incapacity of the Company, the Guarantor or by any other act, fact or circumstances which (apart from this provision) would or might reduce or discharge the liability of the Guarantor under this Deed.

8. As a separate and independent stipulation the Guarantor agrees that if any sum arising or purportedly arising under the guarantee and indemnity contained in this Deed is not or would not be recoverable on the footing of a guarantee or indemnity for any reason whatsoever, whether or not known to the BCCI from time to time, such sum will nevertheless be recoverable from the Guarantor as a sole principal debtor and will be paid by the Guarantor to the BCCI on demand.

9. The Guarantor acknowledges that this Deed shall not operate to grant it any rights over the IPL Identification.

10. The BCCI may enforce this Deed without first making demand on, or taking any proceeding against, the Company or resorting to any other security, guarantee or other means of payment. No action (or inaction) by the BCCI in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

11. The Guarantor shall, until all sums whatsoever payable by the Company under the Agreement have been finally paid in full, exercise its rights (i) of subrogation and indemnity, (ii) to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Company's obligations and (iii) to prove in the liquidation or insolvency of the Company in each case only in accordance with the BCCI 's prior written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the BCCI and pay the same to the BCCI on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Company and agrees not to do so until the BCCI receives all moneys payable hereunder. Any security taken by the Guarantor in breach of this provision and all moneys at any time received in respect thereof shall be held in trust for the BCCI as security for the liability of the Guarantor hereunder.

12. All payments by the Guarantor hereunder shall be made in the currency of the relevant Guaranteed Obligations in full, without set-off or counterclaim save as is required by law in immediately available, freely transferable, cleared funds for value on the due date to the account of the BCCI notified to the Guarantor by the BCCI.

13. The Guarantor further agrees that all the rights of the BCCI under the Guarantee shall remain in full force, notwithstanding any neglect or forbearance or delay in the enforcement by the BCCI of any of the terms of the Agreement.

14. The Guarantor shall have no right to assign, transfer or to terminate this Deed and acknowledges that the Company's obligations in the Agreement are given for the benefit of the BCCI alone and that it shall have no rights or remedies of any kind in respect of such obligations.

15. The Guarantor represents, warrants, undertakes and certifies that:

    a) it is duly incorporated;

    b) the execution of this Deed has been authorised by appropriate corporate and shareholder action;

    c) its provisions do not contravene or conflict with any provision of its Memorandum and Articles of Association or other constitutional documents;

    d) the giving of this Deed does not constitute a breach of any other agreements to which it is party or of any statute; and

    e) this Deed creates legal, valid and binding obligations, enforceable in accordance with its terms.

16. Any acknowledgement of any liability to make any payment or perform any act by the Company shall be deemed to be an equivalent acknowledgement by the Guarantor.

17. This Deed 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 to this Agreement.

18. If any dispute arises under this Deed 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 set out 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.

19. The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.

20. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyer’s 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.

21. 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.

22. Words and expressions defined in the Agreement shall have the same meaning in this Deed unless the context otherwise requires.

Executed and delivered as a Deed on the date first above written.
[Relevant wording re the execution of the deed by Guarantor]

SCHEDULE 5 (of the Services Agreement)

INVENTORY OF 2016 LED ITEMS SUPPLIED
This information is indicative only and may change and the identity of the relevant cities may change.

Stadium	Services	No of Units	Size Per Unit (w x h) (Ft.)	Location
Bengaluru	Replay Screen 1	1	22 x 34	C Lower
	Replay Screen 2	1	18 x 27	M4 stand
	Full Electronic Score board	1	18 x 26	C Lower
	Linear Scoreboard 1	1	3 x 30	B stand tier
	Linear Scoreboard 2	1	3 x 30	G Stand tier
	Entertainment Screen	1	9 x 16	C Lower
	Sight Screen – LED	2	9 x 27	On ground, in front of N Stand & P2
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	7	NA	FOP
Delhi	Replay Screen 1	1	18 x 30	Hill B
	Replay Screen 2	1	18 x 27	North East Stand Ground Floor
	Full Electronic Score board	1	18 x 18	Hill B
	Linear Scoreboard 1	1	3 x 30	North West Stand Tier 1
	Linear Scoreboard 2	1	3 x 30	North East Stand Tier 1
	Entertainment Screen	1	8 x 18	North West Stand Ground Floor
	Sight Screen – LED	2	9 x 27	On ground, front of OCH & North Stand
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	8	NA	FOP

Stadium	Services	No of Units	Size Per Unit (w x h) (Ft.)	Location

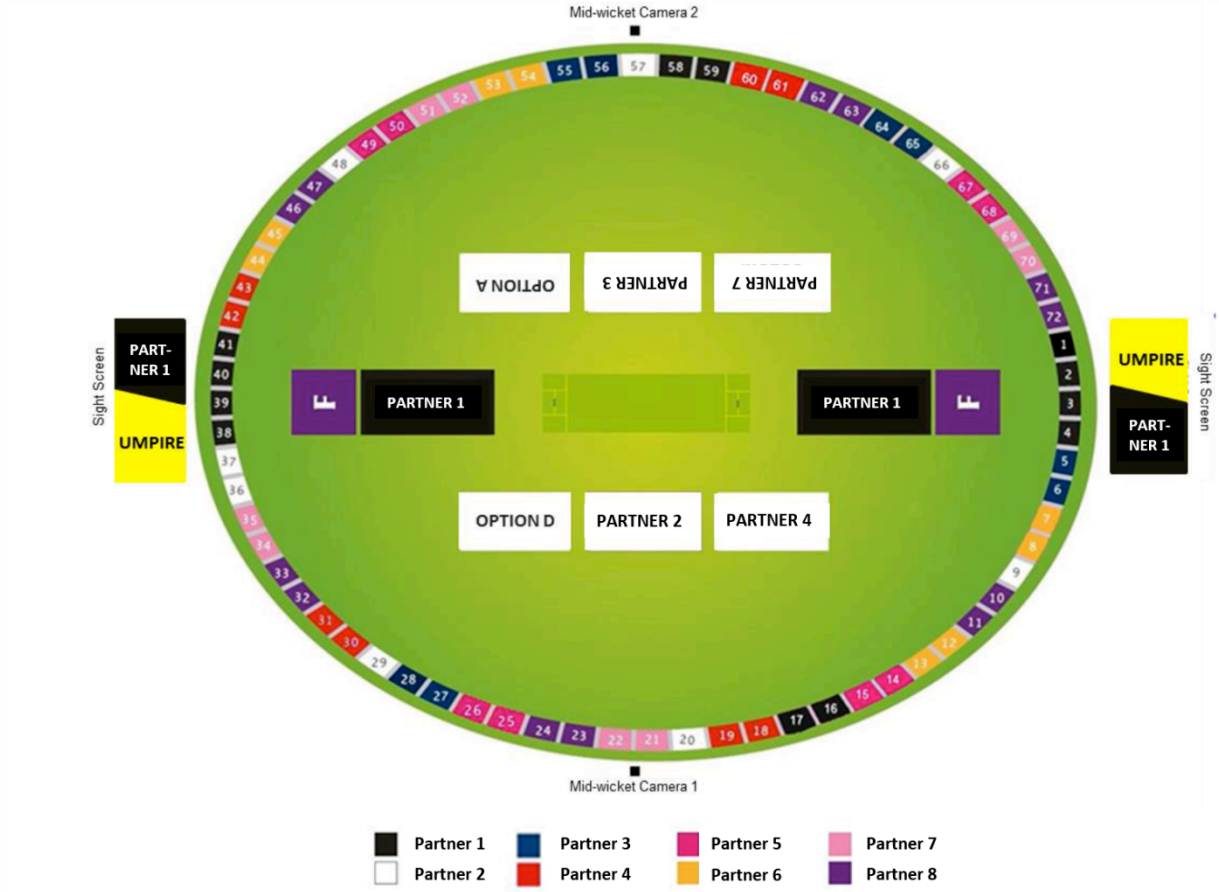
Stadium	Services	No of Units	Size Per Unit (w x h) (Ft.)	Location
Hyderabad	Replay Screen 1	1	18 x 33	West Stand 1st floor
	Replay Screen 2	1	18 x 28	East Stand 1st floor
	Full Electronic Score board	1	18 x 24	- West Stand 1st floor
	Linear Scoreboard 1	1	3 x 30	South Stand East side (Tier 1 – Corporate Boxes)
	Linear Scoreboard 2	1	3 x 30	West Stand North side (Tier 1)
	Entertainment Screen	1	9.66 x 16	West Stand Ground floor (South Side)
	Sight Screen – LED	2	9 x 27	On ground, in front of South & North Stand
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	10	NA	FOP
Kolkata	Replay Screen 1	1	22 x 39	Block E
	Replay Screen 2	1	20 x 34	Block J
	Full Electronic Score board	1	22 x 26	Block E
	Linear Scoreboard 1	1	3 x 30	Block L Tier 1 (the size was of 2 linear scoreboards)
	Linear Scoreboard 2	1	3 x 30	n/a
	Entertainment Screen	1	9.66 x 16	Block D Lower
	Sight Screen – LED	2	9 x 27	On ground, in front of club house & F Block
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	8	NA	FOP
Mohali	Replay Screen 1	1	18 x 31	Chair Block 2
	Replay Screen 2	1	18 x 21	Chair Block 1
	Full Electronic Score board	1	18 x 21	Chair Block 2
	Linear Scoreboard 1	1	3 x 30	Chair Block 1
	Linear Scoreboard 2	1	3 x 30	Chair Block 2
	Entertainment Screen	1	8 x 18	PCA Members Block
	Sight Screen – LED	2	9 x 27	ON ground, in front of North & South Pavilion
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	16	NA	FOP

Stadium	Services	No of Units	Size Per Unit (w x h) (Ft.)	Location
Mumbai (Wankhede)	Replay Screen 1	1	21 x 35	Vijay Merchant Pavilion Level 2
	Replay Screen 2	1	18 x 31	Sunil Gavaskar Pavilion Level 2
	Full Electronic Score board	1	22 x 26	Vijay Merchant Pavilion Level 2
	Linear Scoreboard 1	1	3 x 30	MCA Pavilion Level 4
	Linear Scoreboard 2	1	3 x 30	Sunil Gavaskar Pavilion Level 2
	Entertainment Screen	1	9.66 x 16	Sunil Gavaskar Pavilion Level 1
	Sight Screen – LED	2	9 x 27	On ground, in front of Grand Stand & Press Box
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	9	NA	FOP
Pune	Replay Screen 1	1	Stadium Screen, Operated by Agency	South West Screen
	Replay Screen 2	1	Stadium Screen, Operated by Agency	North East Screen
	Full Electronic Score board	1	Stadium Screen, Operated by Agency	North West & South East Screens (also used as linear scoreboard)
	Linear Scoreboard 1	1	3 x 30	No linear scoreboards installed separately
	Linear Scoreboard 2	1	3 x 30	- No linear scoreboards installed separately
	Entertainment Screen	1	9.66 x 16	Top of West Stand
	Sight Screen – LED	2	9 x 27	On ground, in front of South Stand & North Stand (Media Box)
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	9	NA	FOP
Rajkot	Replay Screen 1	1	30.24 x 16.8	East Stand Level 3
	Replay Screen 2	1	22.05 x 15.12	West Stand Level 3
	Full Electronic Score board	1	10.08 x 16.8	East Stand Level 3
	Linear Scoreboard 1	1	32.81 x 3.28	West Stand level 2

Stadium	Services	No of Units	Size Per Unit (w x h) (Ft.)	Location
	Linear Scoreboard 2	1	32.81 x 3.28	South Stand level 3
	Entertainment Screen	1	16.8 x 10.08	On Ground between South & East Stand
	Sight Screen – LED	2	26.88 x 7.56	On ground, in front of South Stand & North Stand (Media Box)
	Perimeter Boards	72	NA	FOP
	Additional Perimeter Boards	9	NA	FOP

SCHEDULE 6 (of the Services Agreement)

SAMPLE LED PERIMETER BOARD SCHEMATIC



SCHEDULE 7 (of the Services Agreement)

BUDGET

Services	No of Units	Average Size Per Unit (w x h) Sq. Ft.	Unit Cost (INR)	Total Cost (INR)
Replay Screen 1	1	649		
Replay Screen 2	1	489		
Full Electronic Score board	1	416		
Linear Scoreboard 1	1	92		
Linear Scoreboard 2	1	92		
Entertainment Screen	1	152		
Sight Screen – LED	2	238		
Perimeter Boards*	24			
Additional Perimeter Boards	1			
2nd Tier LED Boards	To be advised by the Company			
Total Cost Per Stadium (INR)				
Fee per Stadium				
Total Cost for 8 Stadiums				
Total Fee				

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

SCHEDULE 8 (of the Services Agreement)

CONFLICT OF INTEREST RULES OF BCCI

BCCI rules on Conflict Of Interest

Below listed are the BCCI's rules regarding the Conflict of Interest

ADMINISTRATOR – present Office Bearers of BCCI, present Presidents and Hon. Secretaries of Affiliated Units, members of the Standing or Special Committees of the Board.

Any Member of the Managing Committee of the Affiliated Units of the BCCI. Near relative shall mean and include father, mother, husband, wife,son, daughter in law, daughter, son in law brother or sister.

1. (A) ADMINISTRATOR - Conflict with the BCCI

A. An Administrator or his near relative, shall not have any commercial interest in any activities/tournaments of the BCCI including Indian Premier League.

B. An Administrator or his near relative shall not be on the pay roll of an IPL Franchise.

C. Any Administrator or their near relatives should not be associated with any Company/ Organization that has entered into a Commercial Agreement with the BCCI. Association shall not mean any near relative who is workig as a regular employee of the Company/Organisation. However, this will not apply to small holding of shares in a public limited company.

D. An Administrator shall not draw any financial benefits from the BCCI except as per the TA and DA rules for BCCI, ICC, ACC meetings or meetings with Foreign Boards,and any retirement benefit he/she may be entitled for as a former Cricketer/Umpire or any other capacity or such other expenses that may be incurred in carrying out his/her duties.

E. An Administrator or his near relative shall not be associated with a Player Management Company or a Player Agent in any form either Honorary or Paid.

1. (B) ADMINISTRATOR – Conflict with the Affiliated Unit

A. Administrator of an affiliated unit or his near relative shall not have any commercial interest in any activities / tournaments of the affiliated unit.

B. Any Administrator in an affiliated unit or their near relatives should not be associated with any Company/Organization that has entered into a Commercial Agreement with that Affiliated Unit. However this shall not apply to any near relative working as a regular employee with the Company/Organisation.

C. An Administrator in an affiliated unit shall not draw any financial benefits except as per the TA and DA rules for attending metings of the Association or BCCI or any other official

meetings, any retirement benefits he/she may be entitled for as a former cricketer/umpire or any other capacity or such expenses that may be incurred in the carrying out of his/her duties.

D. An Administrator in an affiliated unit or his/her near relative shall not be associated with a Player Agent or a Player Management Company in any form either Honorary or Paid.

2. CRICKETERS – RETIRED

A. Cricketers on the payroll of the BCCI or holding contracts with BCCI shall not be on any BCCI Committees including the IPL GC.

B. Cricketers considered for appointment as a Match Refree, Coach of Indian teams or a National Selector should have retired from all forms of cricket.

C. Cricketers appointed as Coaches of Indian Teams or National Selectors shall not be associated with any private coaching academies during their tenure.

D. Cricketers appointed as the Coaches of Indian Teams or National Selectors shall not be associated in any form with a Player Management Company or a Player Agent either Honorary or Paid.

E. Cricketers appointed as the Coaches of the Indian Teams or National Selectors shall not have any contract with Print or Electronic media during their tenure. They cannot write columns.

F. Cricketers on the Managing Committee of an Affiliated Unit of BCCI shall not be considered for appointment as a National Selector.

3. CRICKETERS – CURRENT

A. Current Cricketers shall declare the name and details of his/her Player Agent or the Player Management Company.

B. Current Cricketers shall not have any business interest in a Player Management Company.

C. Current Cricketers shall not have any conflict arising with the BCCI sponsors including the apparel sponsor.

D. Current Cricketers shall not accept any Controlling position in any Commercial Organization having a contract with the BCCI or its State Unit.

4. BCCI STAFF

A. Staff employed by the BCCI shall not be on the Managing Committee of an Affiliated Unit of BCCI.

B. Staff employed by the BCCI shall not be associated in any form with any organization/company/institute/agency that has Commercial Relations with the BCCI or Affiliated unit.

C. Staff employed with the BCCI shall not associated with any media either print or electronic including writing columns during their tenure with BCCI.

D. Staff employed with the BCCI or their near relative shall not be associated with any Player Agent or a Player Management Company in any form.

E. Staff employed with BCCI or their near relatives shall not be associated with any organization working for the Board.

F. Staff employed or contracted with the BCCI shall not handle any matter in any Department/Division / Field in the BCCI if he or his close partners or an Organisation/ Company/Partnership that he or his near relatives is/ are part of or engaged in activities of a nature that may derive advantage on account of his operations/activities in BCCI.

5. CONFLICT OF INTEREST RELATING TO TEAM MANAGEMENT AND SELECTION MATTERS

A. No member of the selection committee including the Convenor and the invitees I.e the Coach or Captain, or their near relatives shall have any financial interest or business association with any player considered for selection to any team selected for and on behalf of BCCI.

B. No Member of the Team Management of any Team of the BCCI or their near relatives shall have any financial interest or business association with any member who is a part of the Squad selected for a team he is a part of.

C. No player who is a part of a Team selected by the BCCI or his near relatives shall have any business association with, or financial interest in any venture with either an Affiliated Unit, another player who is a part of the Team, Team Management or any Administrator.

APPOINTMENT OF OMBUDSMAN

At every AGM , the Board shall appoint an Ombudsman to decide issues relating to Conflict of Interest. His tenure will be for one year, renewable at the next AGM.

Every complaint regarding Conflict of Interest shall be decided by the Ombudsman appointed by the Board within a period of 30 days from the receipt of the complaint. The decision of the Ombudsman will be final and binding.

SCHEDULE 9 (of the Services Agreement)

BANK GUARANTEE

(FORMAT OF GUARANTEE TO BE ISSUED BY ANY INDIAN NATIONALISED BANK OR AN INDIAN SCHEDULED BANK (OTHER THAN ANY COOPERATIVE BANK) APPROVED BY BCCI IN ITS SOLE DISCRETION

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

1. In consideration of ……..[*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 with BCCI dated [●] (the **Services Agreement**") for providing certain services in relation to LED Perimeter Boards during the 2017 Indian Premier League. As provided in the Services 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 …….[*Relevant Statute*] having our office at …… [Address of Bank], Phone No.: …….. [*Phone No. of Bank*]; Fax No. [*Fax No. of Bank*](Mumbai Branch) (hereinafter referred to as "**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;
   (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 be irrevocable and shall remain in force a period of 12 months from the date of issuance, with a claim period of six months thereafter;

   (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. Interest at the rate of 18 % p.a. shall be applicable on all delayed payments under this Bank Guarantee.

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. Courts at Mumbai shall have exclusive jurisdiction in relation to this Guarantee.

Dated this _____ day of _____ 20 _____ at Mumbai.

SCHEDULE 3 (of the RFP)

PROPOSAL SUBMISSION LETTER

[To be typed on Interested Party's Letterhead]

2017

The Board of Control for Cricket in India
Cricket Centre
Wankhede Stadium
Marine Lines
Mumbai 4000 20
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 have perused the Conflict of Interest Rules of BCCI annexed at Schedule 8 to the Services Agreement and declare that we do not have any conflict of interest in terms thereof;

- We accept the terms, conditions and requirements without any reservations or amendments contained in RFP and the Services Agreement; 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 we are declared the successful Interested Party).

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 and courts in Mumbai shall have exclusive Jurisdiction in relation to any dispute which arises in connection with or in relation to the RFP.

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 I have gone through the Conflict of Interest Rules of BCCI annexed at Schedule 8 to the Services Agreement and declare that [*Name of Bidder*] does not have any conflict of interest in terms thereof.

3. 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.

Solemnly affirmed at _____

On this _____ day of _____