



REQUEST FOR QUOTATION FOR TRAVEL AND RELATED SERVICES

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, 4th Floor, Wankhede Stadium, 'D' Road, Churchgate, Mumbai, 400 020.
- 1.2 The BCCI wishes to engage a service provider for providing the Services (defined below).
- 1.3 Accordingly, BCCI through this document requests for quotation(s) (“**RFQ**”) from Interested Parties who have the desire and competence to be appointed for provision of the Services for the period commencing from the date of execution of the agreement by BCCI between the BCCI and successful Interested Party till 31st July 2020. Subject to mutual agreement between the BCCI and the successful Interested Party, the contract may be extended for a term of one (1) year.
- 1.4 No quote from any party who intends to re-sell the right to provide the Services will be accepted.

2. Eligibility:

- 2.1 The eligible Interested Party is required to have at least three (3) years of requisite experience for handling travel for multi-crew, multiple-venue live TV production. All Interested Parties are required to submit documents exhibiting the aforesaid by e-mail to dev.shriyan@bcci.tv, as per the timelines provided in Section 5.
- 2.2 Any Interested Party, which fails to satisfy the eligibility requirements as set out above, may be rejected by BCCI in its absolute discretion.

3. Cost Sheet:

- 3.1 The Interested Party is required to submit its proposal/quotes in the following manner as per the timeline(s) mentioned herein.

HEAD	SUB HEAD	Charges
Transaction Fee/ Service charges	Air India/Jet Airways/ Vistara	
	Air Domestic (low cost carriers)	
	Air International	
	Airline cancellations	
	Normal Rail booking/cancellation	
	Local Visa Application	
	Outstation Visa Application	
Extras	Excess baggage allowance	
	Any other services if any	

4. Services and Minimum Requirements:

- 4.1 The Interested Party will be required to arrange for travel, passport, visa, travel insurance and such similar services, for the crew engaged in production of the following events, as per the requirements of BCCI:

The services are required in respect of (a) BCCI international home season 2018-2019 and 2019-2020, (b) BCCI domestic home season 2018-2019 and 2019-2020 and (c) 2019 and 2020 season of Indian Premier League (“**IPL**”) including any number of matches organised during the 2019 and 2020 season of IPL, as maybe informed by BCCI from time to time.

- 4.2 BCCI at the minimum requires the Interested Party to ensure that (a) during each IPL season two (2) experienced ticketing staff is stationed (with the required ticketing systems) at BCCI Headquarters, a month before and during the season at no extra cost, (b) apart from regular ticketing service, at least two (2) individuals at senior management position available to receive calls 24x7 during any event. Please note that International series is usually covered by one crew, domestic season and IPL is covered using multiple crews.

5. Submission of Quotes and Process for Selection:

- 5.1 All Interested Parties are required to submit the documentation requested for in Section (2) and (3) above latest by 19:00 hours on 15th August 2018.
- 5.2 If Interested Parties have any queries regarding the RFQ, the same may be emailed to dev.shriyan@bccitv.com no later than 11:59 hours on 12th August 2018. BCCI shall endeavour to respond to the queries by 13th August 2018. Any clarification issued by BCCI will automatically become part of this RFQ.
- 5.3 After due scrutiny of the documents and proposal/quotes submitted by the Interested Parties (as required under Section 2.1 and 3.1 above), the BCCI will

by return e-mail inform all the Interested Parties of the successful Interested Party on 16th August 2018.

- 5.4 BCCI shall not pre-judge or advise any Interested Party whether it is eligible or not.
- 5.5 For the avoidance of doubt, BCCI is not obliged to accept the lowest monetary quote/proposal and Interested Parties hereby acknowledge that BCCI shall be entitled to accept the quote/proposal which in the opinion and absolute discretion of the BCCI is in the best interests of the BCCI. BCCI reserves the right, to be exercised in its sole discretion, to waive each and any of the conditions and requirements in relation to any Interested Party at any stage during the process

6. General Terms and Conditions:

- 6.1 BCCI reserves the right to cancel the entire RFQ process at any stage.
- 6.2 BCCI reserves the right not to accept or to reject any quote/proposal received pursuant to this RFQ 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.
- 6.3 Potential Interested Parties should also be aware that any quote/proposal submitted by any entity that is currently involved in any litigation proceedings (civil or criminal) or a dispute of any kind with BCCI and/or in default of any contractual obligation or undertaking owed to BCCI (including, without limitation, any payment obligation) or which is connected to any entity that is kind with BCCI and/or in default of any contractual obligation or undertaking owed to BCCI (including, without limitation, any payment obligation) may be rejected by BCCI in its absolute discretion notwithstanding that such entity otherwise fulfils the eligibility criteria set out in this RFQ.
- 6.4 Interested Parties shall remain responsible for obtaining all further information necessary or expedient for the purpose of submitting their respective quotes/ proposals, and will be deemed to have done so before submitting any proposal.
- 6.5 No irrelevant query will be entertained and the decisions of BCCI in this regard shall be final.
- 6.6 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 quote/proposal.
- 6.7 Each Interested Party is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its quote/proposal and any responses to requests for further information by BCCI.

- 6.8 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.
- 6.9 Interested Parties may not make any of their quotes/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 quotes/proposals may be summarily neglected and/or rejected at BCCI's sole discretion.
- 6.10 The information set out in this RFQ is in summary form and does not purport to contain complete descriptions of the arrangements relating to the Agreement to be entered into for the provision of the Services, all of which may be subject to change and amended by BCCI in its discretion.
- 6.11 This RFQ 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.
- 6.12 At any time prior to the last date for submission of quotes/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 RFQ by issuing an amendment and/or addendum(s) or otherwise, without any obligation to provide reasons.
- 6.13 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 RFQ and will be binding. BCCI may at its sole discretion extend the deadline for the submission of quotes.
- 6.14 The Interested Parties who submit the proposal will be deemed to accept the terms, conditions and requirements of the RFQ without any reservations or amendments contained in RFQ and agree that no element of their quote/proposal is conditional upon any event, fact or circumstance other than the acceptance by BCCI of their offer.
- 6.15 The Interested Party undertakes that by submitting a quote/proposal it is warranting that that all information provided by it in connection with its quote/proposal 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.
- 6.16 All information of whatever nature and in whatever format contained within any quote/proposal and/or any response or clarification (whether oral or

written) provided by or on behalf of BCCI to any Interested Party during the RFQ process is and shall be kept strictly confidential by the Interested Party.

- 6.17 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 RFQ or the RFQ process is given by BCCI or any other person. Accordingly, each Interested Party and recipient of this RFQ shall be responsible for verifying the accuracy of all information contained in this RFQ 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 RFQ as a result of any reliance on any information contained in this RFQ or otherwise.
- 6.19 Neither the issue of this RFQ 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 quote/ 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 RFQ 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 RFQ procedure or rejection of its proposal. This RFQ 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.
- 6.20 BCCI reserves the unfettered right and absolute discretion, without giving prior notice and without any liability whatsoever to any Interested Party to cancel the entire process at any stage prior to the execution by BCCI of a binding agreement with an Interested Party without giving any reasons.
- 6.21 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 quote/proposal, or compliance with or with a view to compliance with any of the requirements of this RFQ by any Interested Party.
- 6.22 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.
- 6.23 No Interested Party (or any person in any way connected with or acting on behalf of an Interested Party) shall take any action (other than the submission of a quote/proposal in accordance with this RFQ) which is intended or likely to influence any award of rights under this RFQ and any such action may, at BCCI's discretion, result in the immediate disqualification of the relevant proposal.

- 6.24 This RFQ 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 RFQ.
- 6.25 If any dispute arises under this RFQ, 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.
- 6.26 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.27 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.
- 6.28 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.
- 6.29 BCCI shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai in connection with this RFQ 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 RFQ.

**For and Behalf of
The Board of Control for Cricket in India
Acting Hon. Secretary, BCCI**

DATE: 8th August 2018