INVITATION TO TENDER

ICC EVENTS

APPOINTMENT OF 3D SIGNAGE PRODUCTION AND MANAGEMENT SERVICES PROVIDER
INVITATION TO TENDER

3D SIGNAGE SERVICES

1. **INTRODUCTION**

1.1 ICC Business Corporation FZ LLC ("IBC"), a wholly owned subsidiary of the International Cricket Council Limited (the "ICC"), is incorporated under the regulations of the Dubai Development Authority in the United Arab Emirates and is sanctioned by the ICC to organise ICC Events and to exploit all commercial rights pertaining to ICC Events throughout the world.

1.2 IBC wishes to appoint a company to provide 3D Signage Services including, without limitation, the services set out in Appendix B (the "Services") in connection with the ICC Event(s).

1.3 Unless otherwise defined elsewhere, capitalised terms used in this ITT have the meanings set out in Appendix A.

2. **OBJECTIVES**

2.1 The purpose of this ITT is to invite interested and qualified Applicants to submit Tenders for the right to provide the Services to IBC, as described in the overview of Services set out in Appendix B and on the terms and subject to the conditions set out in this ITT.

2.2 This ITT invites Tenders for the right to provide the Services in respect of the ICC Event(s) from Applicants with:

(a) extensive proven experience in providing services similar to the Services;

(b) a strong financial position;

(c) sufficient resources (in particular staffing) to provide the Services; and

(d) trained personnel (including in particular, but without limitation, experienced and skilled management personnel, and personnel with experience in development and approval of brand compliant creative material).

2.3 In submitting a Tender for the right to provide the Services in respect of the ICC Event(s) each Applicant must by the date specified in the Timetable at Appendix D:

(a) provide adequate and detailed answers and information to meet the requirements of the Criteria as set out in Appendix C;

(b) complete, sign and return the Details of Applicant form as set out in Appendix E;

(c) provide a full, detailed breakdown of costs in relation to creating the full list of deliverables required as part of the Services within the Price Quotation Template;

(d) provide a full, detailed Delivery Timeline Template; and

(e) provide any other relevant and supplementary materials or information as requested in this ITT or as requested by IBC pursuant to terms of this ITT.
2.4 In submitting its Tender, each Applicant will have to establish that it satisfies (or will satisfy in a timely fashion) the Criteria and the Requirements. IBC will evaluate the Tenders based on the extent to which they satisfy such conditions and requirements.

2.5 Each Applicant should provide satisfactory evidence to IBC in its Tender of its financial standing and of its ability to meet the commitments it makes in its Tender. IBC reserves its right to require appropriate bank guarantees and/or parent company performance guarantees.

2.6 IBC may, in its absolute discretion, waive any of the conditions and/or requirements set out in this ITT in respect of any or all of the Applicants. Each Applicant will be evaluated on the overall merits of its Tender and the Successful Applicant(s) may not have satisfied all conditions and requirements and may not necessarily be the one which offers the most competitive financial terms.

3. **ENQUIRIES**

3.1 IBC shall, where possible, answer questions or provide additional information reasonably requested by Applicants at any time during the Selection Procedure with respect to the contents of this ITT or the means by which the Successful Applicant(s) shall be appointed.

3.2 Queries should be addressed in an e-mail with the subject line “3D Signage ITT - Query” to the following address:

   Signage@icc-cricket.com

3.3 IBC shall attempt to respond to all queries in as expeditious a manner as possible and in such a form as IBC considers appropriate. IBC reserves the right to make its response to any query from any Applicant available to all relevant Applicants without revealing the identity of the initial enquiring party.

3.4 IBC may not be able to provide responses and/or additional information to all queries and it shall definitely not be able to do so if such requests are sent less than 5 (five) business days before the due date for receipt of Tenders as set out in the Timetable.

4. **SELECTION PROCEDURE OVERVIEW**

4.1 This Invitation to Tender pack consists of:

<table>
<thead>
<tr>
<th>Document</th>
<th>Instruction</th>
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</thead>
<tbody>
<tr>
<td>The primary document</td>
<td>To be read</td>
</tr>
<tr>
<td>Appendix A - Definitions</td>
<td>To be read</td>
</tr>
<tr>
<td>Appendix B – Descriptions of Services</td>
<td>To be read</td>
</tr>
<tr>
<td>Appendix C - Criteria</td>
<td>To be returned, with a response to each section</td>
</tr>
<tr>
<td>Appendix D – Timetable</td>
<td>To be read</td>
</tr>
<tr>
<td>Appendix E – Details of Applicant</td>
<td>To be completed and returned</td>
</tr>
<tr>
<td>Appendix F – Scope of Signage</td>
<td>To be read</td>
</tr>
<tr>
<td>Appendix G – List of ICC Events</td>
<td>To be read</td>
</tr>
</tbody>
</table>

Price Quotation Template

To be provided to the Applicant once the Applicant has noted their interest to respond to the ITT pursuant to paragraph 4.2 of this ITT. To be completed on the template provided and returned to IBC, along with copies audited financial statements of the last 3 years and confirmation of
provision for the required level of insurance should the application be successful.

| Delivery Timeline Template | To be provided to the Applicant once the Applicant has noted their interest to respond to the ITT pursuant to paragraph 4.2 of this ITT. To be completed on the template provided and returned to IBC, for the ICC Events covered in the submission. |

4.2 Each Applicant must send IBC an email outlining their interest to respond to the ITT no later than the due date prescribed in the Timetable at Appendix D to: Signage@icc-cricket.com

4.3 Upon receipt by IBC of the email detailed in paragraph 4.2 above, IBC shall provide Applicants further ICC Event related information and i) Price Quotation Template; and ii) Delivery Timeline Template.

4.4 Applicants must submit to IBC its Tender documents, in English, by email by no later than the due date prescribed in the Timetable to: Signage@icc-cricket.com

4.5 Each Applicant must attach all applicable documents in support of its Tender in accordance with the requirements set out in paragraph 2.3 of this ITT as well as any other relevant materials, weblinks, photographs and/or attachments. IBC may issue supplementary requests for information which, once issued, will form part of this ITT. IBC may also ask any Applicant for such further information, guarantees and/or documents as IBC deems necessary in connection with any Tender at any time and any such further information, guarantee and/or document may be used at any point in the Selection Procedure by IBC to evaluate a Tender.

4.6 Each Tender, once submitted, constitutes a binding and irrevocable offer by the Applicant to provide the Services on the terms set out in the Tender, which offer cannot be amended or withdrawn after its date of submission (in either case unless requested by IBC).

4.7 IBC is not obliged to accept or consider any Tender in full or in part or any responses or submissions in relation thereto and IBC may reject any Tender, responses or submissions (or any part thereof) and, in its sole discretion, may refuse to award any business in connection with this ITT. Without prejudice to the foregoing, IBC reserves the right to appoint the Applicant(s) whose Tender (in the absolute discretion of IBC) most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in this ITT or to make alternative arrangements for the provision of the Services, including (without limitation) issuing a revised or different ITT or providing the Services itself.

4.8 IBC shall conduct the Selection Procedure in accordance with the Timetable set out in Appendix D. Each Applicant is and shall be required to comply fully with the applicable deadlines in the Timetable as well as such other deadlines as are imposed by IBC throughout the Selection Procedure (unless otherwise approved by IBC on a case-by-case basis).

4.9 The Selection Procedure shall consist of:
(a) a technical evaluation of each Tender examining each Applicant’s ability to provide the Services in accordance with the Requirements, including evaluation of the examples provided;

(b) a financial evaluation of each Tender examining each Applicant’s ability to secure or offer the best possible prices in connection with the Services;

(c) an evaluation of each Applicant's suitability, experience and qualifications, including (without limitation) its compliance with the Criteria as well as the organisational structure and infrastructure proposed by the Applicant to provide the Services; and

(d) the designation of one or more Applicants as the Preferred Supplier for the Services.

4.10 IBC may, for any reason and at any time during the Selection Procedure, request any Applicant to supply further information and/or documentation. Each Applicant shall supply such further information and/or documentation requested within 7 (seven) calendar days (or such other period of time as may be required by IBC) following receipt of the written request for that information and/or documentation. Any and all costs and/or expenses associated with the provision of the additional information and/or documentation shall be borne by the Applicant.

4.11 IBC reserves the right (in its absolute discretion) to determine how to progress any discussions and/or negotiations with Applicants following submission of the Tenders.

4.12 After careful consideration and thorough examination of the Tenders and, if applicable, the presentations, IBC shall, in its absolute discretion, confirm which Applicant(s) (if any) it proposes to appoint as the Successful Applicant(s). Separate Applicants may be appointed for one or more of the different elements of the Services set out in Appendix B, and it is open to Applicants to specify that their Tender covers some but not all of the ICC Events and/or elements of the Services set out in Appendix B. Applicants should clearly indicate in their Tenders any cost implications should IBC appoint another Applicant or Applicants for other ICC Events or to provide other elements of the Services. The relative competitiveness of the financial terms offered may not necessarily be a decisive factor in choosing between Tenders. IBC reserves the right to make the appointment of the Successful Applicant(s) subject to such further terms and conditions as it considers appropriate in relation to this ITT process and/or the provision of the Services. Applicants who have not been selected shall be informed accordingly in writing. IBC shall not be obliged to give any reason(s) for the selection and/or rejection of any Tender or any part thereof.

4.13 The appointment of the Successful Applicant(s) is subject to the conclusion of Agreement(s) between IBC and the Successful Applicant(s) governing all rights and obligations related to the Services. The Agreement(s) shall be prepared by IBC to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by IBC (whether arising from the specifications of the Tender of the Successful Applicant(s) or otherwise). Each Applicant agrees and acknowledges that IBC shall have the absolute right to determine at its absolute discretion whether or not negotiations shall be conducted on an exclusive basis.

4.14 Notwithstanding any other provision of this ITT, IBC reserves the right, at any time and in its absolute discretion, to accept or reject Tenders (or to permit any Applicant to resubmit its Tender in the event that such Tender fails to meet any or all of the Criteria and/or the Requirements), to pursue negotiations with any number of Applicants, to withdraw from negotiations with any Applicant at any time, to pursue negotiations in respect of some or all of the ICC Events and/or Services, to modify the scope and scale of the Services, and to suspend, discontinue, modify and/or terminate this ITT process (or any part thereof) at any time.
5. LEGAL PROVISIONS

In participating in this ITT process, responding to this ITT and/or submitting a Tender, each Applicant accepts and agrees to be bound by and to comply with the terms of this ITT generally, including (without limitation) the following terms and conditions (which apply in each case equally to all Applicants):

5.1 Nothing in this ITT, or in any communication made by IBC or its officers, employees, representatives, agents and/or advisers shall constitute an offer of a contract or a binding contract between IBC and any Applicant, nor shall it be taken as constituting any representation that rights or licences will be granted in accordance with this ITT and/or the Selection Procedure.

5.2 IBC reserves the right, at any time during the Selection Procedure, to change any aspect of this ITT, to issue any separate amendment or addendum to this ITT (which will become part of this ITT upon issue) or to issue an amended ITT in place of this ITT, to refuse to consider any Applicants or to withdraw this ITT. Applicants acknowledge that IBC may decide to organise the Services on its own or without appointing any third party and that IBC may increase, decrease, suspend, discontinue and/or modify its requirement for the Services in respect of the ICC Event(s) or any part thereof.

5.3 Following consideration of the desirable contractual structure for the Services and/or in light of the location and identity of the Successful Applicant, IBC may at any time elect for: i) the contracting party to be another ICC entity, the host of an ICC Event, the LOC or other appropriate entity rather than IBC; and/or ii) the Services to be contracted via more than one Agreement at any time prior to the respective ICC Event.

5.4 Whilst IBC has taken all reasonable care to ensure that this ITT is accurate in all material respects at the date of its issue, neither IBC, nor any of its officers, employees, representatives, agents and/or advisers make any representation or warranty or accept any responsibility for the accuracy or completeness of the information contained in this ITT or in any subsequent correspondence by IBC in relation to this ITT, nor shall they be liable for any loss or damage suffered by any Applicant or any other third party in reliance on this ITT or any subsequent communication with IBC.

5.5 Without prejudice to paragraph 5.4 above, this ITT does not contain any representation upon which any Applicant or other recipient may be entitled to rely at any point in time in order to bring any claim, action or proceedings against IBC and/or its associated entities and/or any of their respective officers, employees, representatives, agents and/or advisers (whether for misrepresentation or otherwise). This ITT is incapable of creating any liability for IBC and/or its associated entities and each Applicant hereby irrevocably and unconditionally waives any and all rights it may have, now or at any time in the future, to bring any claim in any court of competent jurisdiction in relation to the appointment or manner of appointment of any Applicant, the Selection Procedure or otherwise in relation to the ITT process.

5.6 Each Applicant represents, warrants and undertakes to IBC that any and all information contained in its Tender and/or submitted in connection with its Tender, and any and all representations made by or on its behalf to IBC, during the course of the Selection Procedure shall not be false, inaccurate or misleading in any respect (including, without limitation, by the omission of any material, information or facts) and that if, after submitting its Tender there is any change in the Applicant’s circumstances or any other event occurs which may adversely affect and/or impact such information and/or representations and/or the manner in which they may be interpreted by IBC, the Applicant shall promptly notify IBC in writing setting out the relevant details in full. IBC is and shall be fully able to rely on the accuracy and authenticity of any and all information contained in any Tender and/or submitted in connection with any Tender in assessing any Applicant’s ability to perform and deliver the Services.
Each Applicant agrees to keep confidential at all times, whether during or after the Selection Procedure, all Confidential Information and to take all necessary steps to preserve the strict confidentiality of such Confidential Information, including (without limitation) by disclosing relevant material to its officers, employees, representative, agents and/or advisers only on a strictly “need to know” basis and only for the purpose of this Selection Procedure. In order to access further information IBC may require the Applicant to sign a Non-Disclosure Agreement.

Each Applicant agrees that it will not discuss any part of this ITT, any Tender it is considering or which it has submitted and/or any other aspect of the Selection Procedure with any other Applicant at any time for any reason. Any breach of this obligation by an Applicant may result in its immediate elimination from the Selection Procedure.

No Applicant is entitled to make any announcement relating directly or indirectly to this ITT, the Selection Procedure and/or its Tender. Each Applicant acknowledges and agrees that IBC shall have the absolute right to make any announcement in connection with this ITT and/or the whole or any aspect of the Selection Procedure.

Each Applicant is responsible for any and all costs, expenses and liabilities incurred (directly or indirectly) by the Applicant or on its behalf in the preparation and submission of its Tender and/or otherwise in relation to the Selection Procedure and/or any negotiations following receipt by IBC of its Tender (whether or not an Agreement(s) is entered into with such Applicant). Under no circumstances will IBC and/or its associated entities and/or any of its respective officers, employees, representatives, agents or advisers be responsible for any costs of any Applicant associated in any way (whether directly or indirectly) with the Selection Procedure.

Each Applicant acknowledges that any and all intellectual property rights of IBC and the ICC in relation to the ICC Events (including but not limited to the name, logo and trophy for the ICC Events) remain the exclusive property of IBC or the ICC (as appropriate). Furthermore, any materials provided by IBC to any Applicant shall belong and/or accrue exclusively to IBC. No Applicant shall claim ownership over any rights including (without limitation) intellectual property rights, in relation to the ideas, concepts, material or any other rights contained in this ITT, including the examples provided as part of this ITT which shall be owned by IBC.

In consideration of IBC receiving and reviewing its Tender, each Applicant confirms and warrants that it has read, understood and accepted the terms and conditions set out in this ITT, which take precedence over any provisions contained in any other communications between the Applicant and IBC. Each Applicant further acknowledges that, except as set out in the Tender and in the Agreement(s), there is no existing agreement, arrangement or understanding in place (whether in writing or oral) between IBC and the Applicant in relation to this ITT, its subject matter and/or the provision of the Services.

Each Applicant acknowledges that, save as set out in the Agreement(s), all rights and opportunities in and in relation to ICC Events or the Services shall be exclusively reserved by IBC, the LOC and/or the ICC (as appropriate).

IBC shall be able to rely on any and all representations made by each Applicant in its Tender and/or in connection therewith.

No terms seeking to restrict in any way the discretion of IBC in the Selection Procedure will be accepted.

This ITT, the Selection Procedure and any and all related documentation, correspondence (including, without limitation any Tender), any non-contractual obligations and any Agreement(s) (or other agreements) entered into between IBC or any of its affiliates and any Applicant or
prospective Applicant shall be governed by and interpreted in accordance with English law and any dispute arising from or in relation to the same shall be subject to the exclusive jurisdiction of the English courts.

6. **CONFLICTS AND COLLUSIVE BEHAVIOUR**

6.1 A conflict of interest arises when an Applicant's integrity, objectivity or fairness in performing the Services is at risk due to a personal interest or conflicting business arrangement of the Applicant, or a person or organisation associated with the Applicant.

6.2 An Applicant must accordingly disclose in their Tender any potential or actual conflicts of interest that they may have or may be perceived to have in respect of their responsibilities to IBC and other parties in the course of delivering the Services, should they be selected as the Successful Applicant. Applicants with such conflict or perception of conflicts must specify within their Tender how they will manage the conflict or perception of conflict to provide assurance that it will not adversely impact the performance of any Services.

6.3 The Applicant and any person or organisation associated with the Applicant must not directly or indirectly provide any form of inducement or reward to any employee, member or shareholder of IBC, the ICC or any affiliates or associated concerns or any of their respective representatives in relation to the Selection Procedure under this ITT.

6.4 Without prejudice to any criminal liability an Applicant may attract and any other remedies available to IBC or the ICC, each Applicant hereby undertakes that it shall not:

(a) fix or adjust the costs of its Tender by or in accordance with any agreement or arrangement with any other party;

(b) communicate to any party the costs or approximate costs of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security);

(c) enter into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender;

(d) enter into any agreement or arrangement with any other party as to the costs of any Tender submitted; and/or

(e) collaborate or collude with any third party with a view to unfairly influencing the outcome of the Selection Procedure under this ITT or otherwise misleading or concealing information from IBC.

7. **OTHER OBLIGATIONS**

7.1 The engagement of the Successful Applicant(s) pursuant to this ITT is subject to the conclusion of the Agreement(s) governing all rights and obligations related to the Services to be provided by the Successful Applicant(s). The Agreement(s) shall be prepared by IBC to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by IBC (whether arising from the specifications of the accepted Tender or otherwise). Some key principles in relation to the Agreement(s) are set out below:

<table>
<thead>
<tr>
<th>Subject</th>
<th>Principle</th>
</tr>
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<tbody>
<tr>
<td>Contracting Party</td>
<td>IBC may elect for the contracting party to be IBC, another ICC entity, the host of an ICC Event, the LOC or other appropriate third-party entity rather than IBC.</td>
</tr>
<tr>
<td>Subject</td>
<td>Principle</td>
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<tr>
<td><strong>Payment Schedule</strong></td>
<td>All monetary consideration to be payable in United States dollars by IBC which will be inclusive of all taxes, deductions, withholdings etc. IBC will make payments accordingly (subject only to any deduction for withholding tax that IBC may be obliged at law to make, if applicable).</td>
</tr>
<tr>
<td><strong>Committed Costs</strong></td>
<td>In the event of cancellation, relocation, postponement or change of format of the ICC Event(s) for any reason (including Force Majeure), IBC shall not be required to make any further payment of the fee for the relevant ICC Event(s) and the Successful Applicant shall promptly refund any fee (or part thereof) paid by IBC prior to the relevant date, except that the Successful Applicant shall be entitled to retain or be reimbursed by IBC for its Committed Costs in respect of the relevant ICC Event(s). Committed Costs means the actual costs directly incurred by the Company in providing the Services (in accordance with the Expenditure Template in the Agreement) prior to the date on which it is notified of the cancellation, abandonment, postponement, relocation or change of format of a Match or an ICC Event (as applicable), which: (i) it cannot avoid, cancel or mitigate (having used its best endeavours to do so); and (ii) are evidenced by the submission of audited accounts.</td>
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<tr>
<td><strong>Assignment and sub-contracting</strong></td>
<td>The Successful Applicant(s) will only be able to assign/ sub-contract any or all of its rights and obligations under the Agreement(s) with the express written permission of IBC. However, the Successful Applicant(s) shall at all times remain primarily liable for the performance of all of its obligations under the Agreement(s) notwithstanding any such sub-contract.</td>
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<tr>
<td><strong>Insurance</strong></td>
<td>The Successful Applicant shall obtain and maintain, at its own expense, comprehensive public liability and product liability insurance (with a reputable insurer acceptable to IBC with a minimum “A” grade S&amp;P, Moody’s or similar rating) to protect the Successful Applicant and IBC against any and all claims, actions, losses and damages arising out of the provision of the Services (including, without limitation, coverage for financial loss, efficacy and failure to fulfil function) up to a minimum amount of US$10,000,000 (ten million United States dollars) for any one claim (or in aggregate in respect of product liability). The Successful Applicant shall promptly provide evidence of such insurance to IBC upon request, and shall immediately notify IBC should any occurrence serve to void such insurance.</td>
</tr>
<tr>
<td><strong>Intellectual Property Rights</strong></td>
<td>IBC shall own and retain ownership of all of intellectual property rights which it provides to the Successful Applicant or which arise as a result of the Services from creation. The Agreement(s) will require assignment by the Successful Applicant(s) for any intellectual property rights that may be created or become vested in the Successful Applicant(s) (or any sub-contractor) in the course of the performance of Service(s) from creation and a full uncapped indemnity for any intellectual property rights infringement.</td>
</tr>
<tr>
<td><strong>No Partnership</strong></td>
<td>Nothing in the Agreement(s) and no action taken by the parties pursuant to it shall constitute, or be deemed to constitute, the parties as a partnership, association, joint</td>
</tr>
<tr>
<td>Subject</td>
<td>Principle</td>
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<td>venture or other co-operative entity.</td>
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<tr>
<td><strong>Liability</strong></td>
<td>IBC shall not be liable to the Successful Applicant(s) under the Agreement(s) for any indirect or consequential loss arising out of or in connection with the performance of its obligations under the same or any breach thereof even if it was advised in advance of the possibility of such loss or damage.</td>
</tr>
<tr>
<td><strong>Governing Law</strong></td>
<td>The Agreement(s) will be governed by and interpreted in accordance with the laws of England and Wales.</td>
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APPENDIX A

DEFINITIONS

"Agreement(s)" means each long-form written agreement to be entered into between IBC and the Successful Applicant(s) governing the provision by the Successful Applicant(s) of the Services (or any part of them).

"Applicant" means any party which is considering whether or not to submit or which submits from time to time a Tender in response to this ITT.

"City" means a town or city selected by ICC to host a Match or Matches for an ICC Event.

"Confidential Information" means any and all aspects of this ITT, the Selection Procedure, and/or the business and/or affairs of the ICC and/or IBC which is or which comes into an Applicant's possession (except where such information is generally available to the public).

"Criteria" means the list of criteria to be addressed by each Applicant in its Tender as set out in Appendix C.

"Delivery Timeline Template" means the template that itemises the dates for delivery and installation of the signage per ICC Event to be completed by the Applicant as part of the Tender which shall be provided by IBC to the Applicant after the Applicant has noted their interest to respond to the ITT pursuant to paragraph 4.2 of this ITT.

"Element" means one of the component aspects of the Services as set out in Appendix B.

"IBC" means ICC Business Corporation FZ LLC, which has its registered address at DMC-BLD05-VD-G00-075, Ground Floor, Dubai Media City, United Arab Emirates, and its administrative office at Street 69, Dubai Sports City, Sheikh Mohammad Bin Zayed Road, P.O. Box 500070, Dubai, United Arab Emirates.

"ICC" means the International Cricket Council Limited, the international governing body for the sport of cricket.

"ICC Event(s)" means ICC Event(s) covered by this ITT. For the full list see Appendix G.

"ITT" means this Invitation to Tender, including all of its appendices and as amended, supplemented or replaced from time to time.

"LOC" means the local organising committee established by the Member Board appointed to host the relevant ICC Event(s).
“Match” means any official cricket played as part of the relevant ICC Event(s), including warm-up matches.

“Preferred Supplier” means the Applicant(s) designated as such by IBC following the initial stage of the Selection Procedure.

“Price Quotation Template” means the template that itemises the costs for the Services to be completed by the Applicant as part of the Tender which shall be provided by IBC to the Applicant after the Applicant has noted their interest to respond to the ITT pursuant to paragraph 4.2 of this ITT.

"Requirements" means the guidelines, directions, requirements, instructions and requests of IBC issued to any Applicant with respect to the Selection Procedure and/or the Services from time to time.

"Selection Procedure" means the entire procedure conducted by IBC to select and appoint the Successful Applicant(s) for the provision of the Services pursuant to the ITT process and the subsequent negotiation, finalisation and execution of the Agreement(s).

"Services" means the services set out in Appendix B.

"Successful Applicant(s)" means the Applicant(s) selected by IBC to provide the Services pursuant to the Selection Procedure.

“Tender” means all documents and information submitted by an Applicant supporting its bid to provide the Services to IBC, as required under this ITT, including the Price Quotation Template.

"Timetable" means the timetable for the Selection Procedure as set out in Appendix D.

“Venue” means the premises of any stadium, ground or place at which any Match is scheduled to be played and/or any other stadium, ground or place that may be selected by IBC for any training, practice or preparatory purposes during the relevant ICC Event(s).

“Venue Inspection” means the physical attendance by IBC and the Preferred Supplier at the Venues in order to gauge specific requirements for the Services and, where necessary, refine aspects of the Proposals ahead of the final and agreed event budget.
APPENDIX B

DESCRIPTION OF SERVICES

The Successful Applicant shall be required to provide the services listed below in connection with the ICC Event(s), such services to be delivered by the Successful Applicant always in accordance with any instructions issued by or on behalf of IBC from time to time.

It is expected that the actual scope for signage will vary based on the number of venues and the match schedule. An estimate of the cost of transport and freight, staff, accommodation and any management fees should also be included, as well as assumptions made.

In the absence of a match schedule, a number of venues has been included. This is provided only as a guide, and to assist with quoting. It is not part of event planning.

Applicants can quote on one event, groups of ICC Events or all of the ICC Events.

These submissions will be used to decide on a Preferred Supplier for each ICC Event.

IBC wishes to review detailed and fully costed proposals against the specifications outlined in Appendix F. Proposals may also provide an indication of suggested materials for each element of signage in order to permit evaluation of the most appropriate solution. Cost and relative quality/specification of materials will be key factors in the consideration.

IBC is seeking to appoint an organisation with demonstrated experience in providing the following services:

1. Provide all required signage in accordance with the requirements described in Appendix F;
2. Manage the entire 3D Venue signage programme including design of original graphics, installation, production, maintenance, cleaning, alterations and quality control to ensure delivery of a world class standard appropriate to the Event(s);
3. Ensure that such branding follows commercial partner / event brand guidelines, is tailored to the physical requirements of each Venue or as directed;
4. Abide by applicable laws including, but not limited to, existing national or local health and safety legislation;
5. Ensure sufficient levels of public and product liability insurance are in place to a minimum level of US$10m in respect of each occurrence;
6. Ensure that any insurance required by applicable law in relation to the Services is in place;
7. Undertake a thorough Venue Inspection of each Venue which will lead to the production of detailed match-by-match signage plans (the Successful Applicant must be capable of performing initial Venue inspection and audits on a date advised by IBC);
8. Procure materials ensuring that suppliers provide best value-for-money and exhibit consistent standards of world class delivery;
9. Manage and take responsibility for all storage, transport, import and export of signage material throughout the contract period;
10. Provide a dedicated resource to IBC to project manage and oversee planning, design, delivery and communications – where required this person must be available to visit the ICC Head Offices in Dubai to finalise the design and logistics of the signage programme.

Pre-ICC Event Activity:

Provide a dedicated resource to IBC and take on the role and responsibility of an ‘in-house’ signage consultant working with IBC, its commercial partners to perform the following:

- Review, report and recommend a complete in-house managed delivery of signage with the use of specialist contractors and signage partners to deliver a world-class service;
- Implement and manage the fully costed solution within the agreed and specified constraints of the Event, ensuring quality and correct specification;
- Advise/consult on designs and collate computer-aided sponsor artwork, and provide IBC with final proofs to present to commercial partners for approval;
• Liaise with IBC, the Host and Venues regarding wicket-to-wicket and mid-wicket signage specifications (surveys as necessary) outlining number and heights of 3D logos and dimensions for all Venues;
• Provide a detailed staffing roster and implementation plan;
• Prepare operational venue and Match day checklists for IBC review;
• Liaise with IBC, the Host and the appropriate individual Venues with regard to signage installation schedule, venue access times and extent of storage etc. required for all Venues;
• Manage company accreditation, visa requirements and staff procurement for each Venue;
• Procure labour to assist in the installation of signage.
• If required, provide adequate size samples of Pitch Mats to all Venues well in advance of application and liaise with groundsman to ensure tests can be conducted to work out best method to limit turf damage during the ICC Event(s).

**ICC Event Activity:**

• Liaise with IBC venue manager, ground staff, broadcast and the Host at each Venue with regard to arrival of signage elements and installation schedule;
• Implement and manage an effective transportation and freighting programme to ensure all Venues receive their allocated signage material within the specified time frame;
• Provide IBC with one highly experienced venue manager at each Venue for the ICC Event(s);
• Manage the signage installation; including that of the specialist contractors and signage partners (IBC would like details of contractors and partners as IBC or the Host may want to contract directly to facilitate VAT recovery. In such circumstances the Successful Applicant would still be required to manage the contractors/partners);
• Manage and implement any changes to sponsor signage and the signage programme during the ICC Event(s) including pre match sign off of content;
• Manage all configurations and movements of 3D modules as a result of pitch rotations, field of play watering;
• Manage and install/paint all ICC Event-specific signage elements as per approved production schedule.

**Post ICC Event Activity**

• Removal of all signage from Venues and Cities within three (3) days following the final Match at each Venue unless otherwise agreed with IBC;
• Re-export or dispose of all signage as may be required under conditions of import;
• Provide IBC with a post-tournament report.

In all instances where damage has occurred, liaise with IBC, the Host, the Venue and the City to ensure that all repairs and rectification works are carried out or compensated for as agreed with the Venues.

IBC reserves the right to amend the scope of the Services at any time prior to execution of an Agreement by the Successful Applicant.
APPENDIX C

CRITERIA

Each Tender must include information to allow IBC to evaluate the Relevant Experience, Organisational Criteria, Operational Criteria and Financial Criteria about the Applicant (together the “Criteria”) set out below. Tenders may, where appropriate, include the provision of documentary evidence in support of the relevant Criteria and Applicants are requested to address as fully as possible the questions set out below in respect of each of the Criteria. IBC reserves the right to evaluate Tenders by reference to the below evaluation criteria and any other criteria in its absolute discretion.

Relevant Experience

1. What relevant experience does the Applicant have in relation to the international sport market? Please highlight any specific cricket / sports event industry experience that the Applicant has, especially in the Host countries indicated.

2. How will your experience and expertise in providing services of a similar nature to the Services in relation to previous global sporting events enable the Applicant to deliver the scope of the Services required?

3. What innovations, concepts, products or processes has the Applicant previously introduced in the delivery of 3D Signage Services? How will the Applicant apply any of the foregoing to the Services?

4. What other events would your organisation be charged with delivering that could impact on the delivery timeline?

Organisational Criteria

5. Please include a detailed staffing plan of how the Applicant intends to deliver of the Services in line with the required timescales (including an organisation chart, the size and composition of the proposed team, respective responsibilities and escalation paths) and how the Applicant believes each team member's experience makes them suitable for these roles.

Within the staffing plan indicate whom the Applicant proposes to act as its Account Director/Manager for the Services and how the Applicant believes their experience makes them suitable for this or these role(s).

6. How will the structure, composition and experience of the Applicant’s project team ensure delivery of the Services in line with the required timescales?

7. Will the Applicant have the capability to change staffing rapidly as required? Does the Applicant propose to sub-contract any aspect of the Services? If so, please provide full details about proposed sub-contractors and any other material information.

Operational Criteria

9. Please provide an in depth “reverse brief” in which the Applicant details its understanding of the Services delivery requirements and strategies, highlighting cost effective solutions.

10. In addition to the staffing plan, please provide an overall project summary which sets out a proposed detailed project timeline, highlighting the key dates and milestones in the
planning and implementation process. This should include, but not be limited to content creation and approval, freight, printing, production and installation.

11. Please provide a full list of all exclusions or dependencies expected to be provided by or on behalf of IBC for the delivery of the Services.

12. Please identify any material risks in the provision of the Services and how the Applicant will manage any risks associated with the delivery of the Services.

13. What are the Applicant’s current levels of insurance in relation to Professional Indemnity, Public Liability and Directors’ and Officers’ E&O insurance? (Note to Applicants: IBC has the right to request the Successful Applicant to take out and maintain throughout the Term appropriate professional indemnity insurance with a reputable insurer, in an amount not less than US$5,000,000 (five million United States dollars) for any one claim, to cover any claim that may arise under or in connection with the Services, including but not limited to cover against defamation, negligence, malpractice, breach of duty or any other act or omissions in the performance of the Services. IBC shall be named as an additional insured under this policy and provided with a copy of the policy if requested. The terms of the policy shall not operate to relieve the Successful Applicant of any of its liabilities under the Agreement. In addition, the Successful Applicant would be expected to maintain comprehensive public liability and product liability insurance)

14. Please identify any material risks in the provision of the Services and how the Applicant will manage any risks associated with the delivery of the Services.

Sustainability and Ethical Business Practices

15. Please provide details of how the Applicant will ensure that: (i) the Services will be delivered safely and in compliance with established government and industry environmental protection policies; and (ii) that the delivery of the Services does not present unnecessary risks to the environment or public. The Applicant may make reference to policies and procedures that it has in place, and which can be made available to IBC upon request.

16. Please provide details of how the Applicant shall ensure that it maintains a safe, sanitary and healthy work environment for all their employees and contractors engaged in the delivery of the Services. The Applicant may make reference to policies and procedures that it has in place, and which can be made available to IBC upon request.

17. Please provide any information that the Applicant considers relevant in relation to the provision of the Services from a sustainability perspective, with reference where relevant to appropriate provisions in the Applicant’s ESG (Environmental, Social and Governance) policies and practices.

18. Please provide details of how the Applicant ensures that it conducts its business generally and in relation to the provision of the Services in an ethical manner including without limitation in relation to the Applicant’s fair-trade practices and ethical sourcing. If applicable, this will include the provision of details of the systems and controls in place in order to ensure compliance with the Modern Slavery Act 2015. The Applicant may make reference to policies and procedures that it has in place, and which can be made available to IBC upon request.

19. If applicable, the Applicant is required to submit a copy of their B-BBEE certificate which should provide details of the rating assigned to their company/organisation.

Financial Criteria

20. Please detail the total cost of the Tender as detailed in the Price Quotation Template. The budget shall be provided in United States dollars (inclusive of all applicable taxes (e.g.
service tax or VAT), clearly identifying inclusions and exclusions and pricing separately each part of the scope of Services set out in Appendix B. The Applicant’s detailed budget should include a line-by-line breakdown of expenses. Full assumptions and specific costs (should include details of all costs budgeted in local currency (if applicable) and translated to United States Dollars) and provided to support how the pricing has been structured and expressing the validity of the pricing structure.

21. Please provide supporting details on all categories of labour costs, rigging, installation, travel, transfers, catering, accommodation, freight and any additional expenses.
# APPENDIX D

## TIMETABLE

The current timetable for the Selection Procedure is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITT published on ICC website and sent to potential Applicants</td>
<td>10 August 2023</td>
</tr>
<tr>
<td>Deadline for Applicants to note their interest to respond to the ITT pursuant to paragraph 4.2 of this ITT</td>
<td>17 August 2023</td>
</tr>
<tr>
<td>Deadline for receipt of enquiries, request for information or clarification from Applicants</td>
<td>24 August 2023</td>
</tr>
<tr>
<td>Deadline for receipt by IBC of Tenders from Applicants</td>
<td>7 September 2023</td>
</tr>
</tbody>
</table>

* Applicants are reminded that these dates may be amended by IBC, in its absolute discretion, for whatever reason and at any time.
## APPENDIX E

### DETAILS OF APPLICANT

IBC shall treat the following information as confidential:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Type of business activity:</td>
</tr>
<tr>
<td>2</td>
<td>Address and headquarters:</td>
</tr>
<tr>
<td>3</td>
<td>Phone number:</td>
</tr>
<tr>
<td>4</td>
<td>Fax number:</td>
</tr>
<tr>
<td>5</td>
<td>Email address:</td>
</tr>
<tr>
<td>6</td>
<td>Website:</td>
</tr>
<tr>
<td>7</td>
<td>Contact person, position in company and contact details:</td>
</tr>
<tr>
<td>8</td>
<td>Trade register entry and legal status</td>
</tr>
<tr>
<td>9</td>
<td>Composition of board of directors and management, including total number employees:</td>
</tr>
<tr>
<td>10</td>
<td>Summary (in table form) of key personnel, including name, position, summary of skillset, estimated time commitment to implementing the Services as a percentage of their overall time:</td>
</tr>
<tr>
<td>11</td>
<td>Parent company and/or holding structure and substantial shareholdings in other companies (&gt;25%):</td>
</tr>
<tr>
<td>12</td>
<td>Details (including supporting documents) of the Applicant’s financial status including, but not limited to, details of the most recent audited reports and accounts (last 3 years), Copy of the</td>
</tr>
<tr>
<td>13</td>
<td>References (previous business involvement in sports events and other major events); please indicate name, title/function, phone, email:</td>
</tr>
<tr>
<td>----</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>14</td>
<td>Years of experience in the current business:</td>
</tr>
</tbody>
</table>

By submitting a Tender, I confirm for and on behalf of my organisation that I have read and understood the terms and conditions of the ITT issued by IBC for the appointment of an organisation to provide the Services, and I agree for and on behalf of my organisation that the organisation which I represent is and shall remain bound by such terms and conditions.

Signature: ________________________________________________________________

Name: ________________________________________________________________

Title: ________________________________________________________________

Organisation: __________________________________________________________

Place: ________________________________________________________________

Date: _________________________________________________________________
## APPENDIX F
### SCOPE OF SIGNAGE

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Dimensions (W x H)</th>
<th>Branding</th>
<th>Material Specification is a suggested guideline. (Itemised Unit cost breakdown to be provided)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2 View 3D Pitch Mats</strong> behind the wicket (at each end)</td>
<td>1 set of 4 mats at each Venue specified</td>
<td>50 square meters each (approx.)</td>
<td>Commerc ial Partners / ICC Material (subject to change)</td>
<td>Supplier to advise on recommended specs</td>
</tr>
<tr>
<td>2 logos on the same pitch mat view - the brand is represented accurately and in full irrespective to the camera angles or position</td>
<td></td>
<td></td>
<td></td>
<td>Spec Guide</td>
</tr>
<tr>
<td><strong>Specific only for ALL Men’s &amp; Women’s CWC, Champion’s Trophy and T20WC &amp; Men’s World Test Championship</strong></td>
<td></td>
<td></td>
<td></td>
<td>Print substrate - Outdoor sports carpet</td>
</tr>
<tr>
<td>3D Pitch Mats behind the wicket (at each end)</td>
<td>1 set of 4 mats at each Venue specified</td>
<td>50 square meters each (approx.)</td>
<td>Commerc ial Partners / ICC Material (subject to change)</td>
<td>Supplier to advise on recommended specs</td>
</tr>
<tr>
<td>2 logos on the same pitch mat view - the brand is represented accurately and in full irrespective to the camera angles or position</td>
<td></td>
<td></td>
<td></td>
<td>Spec Guide</td>
</tr>
<tr>
<td><strong>Specific only for ALL Men’s U19CWC &amp; Women’s U19 T20WC</strong></td>
<td></td>
<td></td>
<td></td>
<td>Print substrate - Outdoor sports carpet</td>
</tr>
</tbody>
</table>

*Please consider the use of materials appropriate and local climate conditions for duration of the ICC Event(s) to ensure no turf scorching*
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Dimensions (W x H)</th>
<th>Branding</th>
<th>Material Specification is a suggested guideline. (Itemised Unit cost breakdown to be provided)</th>
</tr>
</thead>
</table>
| 3D grass-painted logos (facing the high mid-wicket camera position – nearside and far side) | To be defined by IBC. Please provide cost options based on varying quantities of sets i.e., 4 logos near side, 4 logos far side per Match Day | TBC – sizes determined by the positions and camera angles – discussed in consultation with IBC and Broadcast | Commerc ial Partners (subject to change) | Tyvek templates  
Grass specific paints - No herbicides or pesticides  
Paint must be water soluble, environmentally friendly, and not burn or damage the grass  
Paint must not fade or discolor in any way for the duration of a match  
Please consider the use of materials appropriate and local climate conditions for duration of the ICC Event to ensure no turf scorching and paints are easily washed away or disappear after field maintenance |
**APPENDIX G**

**ICC EVENT(S) SCHEDULE**

<table>
<thead>
<tr>
<th>Event</th>
<th>Year*</th>
<th>Date*</th>
<th>Host country(s)*</th>
<th>Number of matches</th>
<th>Number of Venues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men’s U19 Cricket World Cup</td>
<td>2024</td>
<td>January</td>
<td>Sri Lanka</td>
<td>41</td>
<td>5</td>
</tr>
<tr>
<td>Men’s T20 World Cup</td>
<td>2024</td>
<td>June</td>
<td>West Indies, USA</td>
<td>55</td>
<td>9</td>
</tr>
<tr>
<td>Women’s T20 World Cup</td>
<td>2024</td>
<td>September-October</td>
<td>Bangladesh</td>
<td>23</td>
<td>2</td>
</tr>
<tr>
<td>Women’s U19 T20 World Cup</td>
<td>2025</td>
<td>January</td>
<td>Malaysia, Thailand</td>
<td>41</td>
<td>4</td>
</tr>
<tr>
<td>Men’s Champions Trophy</td>
<td>2025</td>
<td>February</td>
<td>Pakistan</td>
<td>15</td>
<td>3</td>
</tr>
<tr>
<td>Men’s World Test Championship Final</td>
<td>2025</td>
<td>June-July</td>
<td>England</td>
<td>5 days</td>
<td>1</td>
</tr>
<tr>
<td>Women’s Cricket World Cup</td>
<td>2025</td>
<td>October / November</td>
<td>India</td>
<td>31</td>
<td>8</td>
</tr>
<tr>
<td>Men’s U19 Cricket World Cup</td>
<td>2026</td>
<td>January</td>
<td>Zimbabwe, Namibia</td>
<td>41</td>
<td>5</td>
</tr>
<tr>
<td>Women’s T20 World Cup</td>
<td>2026</td>
<td>June</td>
<td>England</td>
<td>55</td>
<td>5</td>
</tr>
<tr>
<td>Men’s T20 World Cup</td>
<td>2026</td>
<td>October-November</td>
<td>India, Sri Lanka</td>
<td>33</td>
<td>12</td>
</tr>
<tr>
<td>Women’s U19 T20 World Cup</td>
<td>2027</td>
<td>January</td>
<td>Bangladesh, Nepal</td>
<td>41</td>
<td>4</td>
</tr>
<tr>
<td>Women’s Champions Trophy</td>
<td>2027</td>
<td>February</td>
<td>Sri Lanka</td>
<td>16</td>
<td>2</td>
</tr>
<tr>
<td>Men’s Cricket World Cup</td>
<td>2027</td>
<td>October-November</td>
<td>South Africa, Namibia,</td>
<td>54</td>
<td>10</td>
</tr>
<tr>
<td>Men’s World Test Championship Final</td>
<td>2027</td>
<td>TBD</td>
<td>TBD</td>
<td>5 days</td>
<td>1</td>
</tr>
</tbody>
</table>

*Applicants are reminded that these dates, number of venues may be subject to change*