



INVITATION TO TENDER

ICC FAN PARKS

ICC MEN'S T20 WORLD CUP 2024

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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 or companies to provide Fan Parks including, without limitation, the services set out in Appendix C (the "**Services**") in connection with the Event.
- 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 to provide the Services and exploit certain Commercial Rights in relation to Fan Parks at the Event, as described in the overview of Services and on the terms and subject to the conditions set out in this ITT.
- 2.2 This ITT invites Tenders from Applicants with:
- (a) extensive proven experience in providing cost-effective 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).
- 2.3 In submitting a Tender for the right to provide the Services in respect of the Event, each Applicant must by the date specified in the Timetable at Appendix E:
- (a) provide adequate and detailed answers and information to meet the requirements of the Criteria as set out in Appendix D;
 - (b) complete, sign and return the Details Of Applicant form as set out in Appendix F;
 - (c) complete the Profit and Loss Template (available as described in paragraphs 4.2 and 4.3), which shows an estimated breakdown of costs, and revenue targets;
 - (d) provide a Detailed Fan Park Plan as described in Appendix C; 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 "**ICC Fan Parks - Query**" to the following addresses: fanparks@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:

Document	Instruction
Invitation to Tender	To be read
Appendix A - Definitions	To be read
Appendix B – Commercial Rights	To be read
Appendix C – Descriptions of Services	To be read
Appendix D - Criteria	To be returned, with a response to each section
Appendix E – Timetable	To be read
Appendix F – Details of Applicant	To be completed and returned
Appendix G – Finances	To be read
Appendix H – Match Schedule	To be read
Profit and Loss 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
Detailed Fan Park Plan	To be drafted and submitted, including all information requested in Appendix C

- 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 E to: fanparks@icc-cricket.com

- 4.3 Upon receipt by IBC of the email detailed in paragraph 4.2 above, IBC shall provide Applicants further Event related information and a Profit and Loss Template.
- 4.4 Each Applicant must submit to IBC its Tender documents, in English, by email by no later than the due date prescribed in the Timetable to the following addresses: fanparks@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 to provide the Services and exploit the Commercial Rights 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 E. 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,
 - (b) a financial evaluation of each Tender examining each Applicant's submission in Appendix G, and
 - (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 exploit the Commercial Rights.
- 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). Successful Applicants may be appointed to deliver the Services set out in Appendix C on a non-exclusive basis. Applicants should clearly indicate in their Tenders any cost implications should IBC appoint another Applicant or Applicants to provide the Services in the same/different city/region. 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, the provision of the Services and/or the exploitation of the Commercial Rights. 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 provision of the Services and the exploitation of the Commercial Rights. 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 Services, to modify the scope and scale of the Services and/or the Commercial Rights, 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 Event or any part thereof.
- 5.3 Following consideration of the desirable contractual structure for the provision of the Services and/or the exploitation of the Commercial Rights 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 or other appropriate third-party entity rather than IBC; and/or ii) the Services to be contracted via more than one Agreement at any time prior to the 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.
- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 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.

- 5.11 Each Applicant acknowledges that any and all intellectual property rights of IBC and the ICC in relation to the Event (including but not limited to the name, logo and trophy for the Event) 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.
- 5.12 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 and/or the exploitation of the Commercial Rights.
- 5.13 Each Applicant acknowledges that, save as set out in the Agreement(s), all rights and opportunities in and in relation to Event, the Services and/or the Commercial Rights shall be exclusively reserved by IBC, the Host and/or the ICC (as appropriate).
- 5.14 IBC shall be able to rely on any and all representations made by each Applicant in its Tender and/or in connection therewith.
- 5.15 No terms seeking to restrict in any way the discretion of IBC in the Selection Procedure will be accepted.
- 5.16 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 and/or exploiting the Commercial Rights 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 and/or exploiting the Commercial Rights, 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) between IBC (which shall for the purposes of this paragraph 7 be deemed to include such other ICC entities as IBC nominates) and the Successful Applicant(s), governing all rights and obligations related to the Services and the Commercial Rights. 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:

Subject	Principle
<i>Contracting Party</i>	IBC may at any time elect for: i) the contracting party to be another ICC entity, the Host or other appropriate third-party entity rather than IBC; and/or ii) the Services to be contracted via more than one Agreement at any time prior to the event.
<i>Payment Schedule</i>	All monetary consideration to be payable in United States dollars by IBC which will be inclusive of all taxes, deductions, withholdings etc. IBC shall make payments accordingly (subject only to any deduction for withholding tax that IBC may be obliged at law to make, if applicable).
<i>Committed Costs</i>	In the event of cancellation, relocation, postponement or change of format of the Event(s) for any reason (including force majeure), IBC shall not be required to make any further payment of the fee for the relevant Event 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 Event. Committed Costs means the actual costs directly incurred by the Successful Applicant in providing the Services prior to the date on which it is notified of the cancellation, abandonment, postponement, relocation or change of format of a Match or the 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.
<i>Partnership Fee</i>	Any and all payments to be made by the Successful Applicant to IBC must be made in freely transferable US

Subject	Principle
	dollars free and clear of, and without deduction or liability for, any and all taxes (including, but not limited to withholding taxes or sales tax), set-offs, deductions and/or withholdings of whatsoever nature which may be applicable in respect of such payment.
<i>Assignment and sub-contracting</i>	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.
<i>Insurance</i>	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&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 and/or the exploitation of the Commercial Rights (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.
<i>Intellectual Property Rights</i>	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 and/or the exploitation of the Commercial Rights 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 indemnity for any intellectual property rights infringement.
<i>No Partnership</i>	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 venture or other co-operative entity.
<i>Liability</i>	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.
<i>Governing Law</i>	The Agreement(s) will be governed by and interpreted in accordance with the laws of England and Wales.

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) and/or the exploitation of the Commercial Rights.
"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.
"Bank Security"	means an irrevocable and unconditional first demand bank guarantee issued by a London clearing bank, or the London branch of a bank or financial institution which, in each case, has a rating for its long-term unsecured and non credit-enhanced debt obligations of A or higher and a short-term rating of A-1 or higher (or if no short-term rating is available, a long-term rating of A+) by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher and a short-term rating of P-2 or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognised credit rating agency or such other bank or financial institution agreed by IBC (in its sole discretion), in favour of IBC in all material respects in a form provided by IBC.
"Commercial Rights"	means the rights set out in Appendix B.
"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 D.
"DJ"	means 'Disc Jockey' – a term used to describe an individual who manages the pre-recorded music played as entertainment.
"Event"	means the ICC Men's T20 World Cup 2024 that will take place in the West Indies and the USA between 1 to 30 June, 2024.
"Fan Parks"	means spaces for spectators, not part of the live match Venue, where they can watch a Match on a big screen and be provided with food and beverage and entertainment, as further described in Appendix C.
"Fan Park Logo"	means the logo provided by IBC relating to Fan Parks for use in connection with the Services.
"Final"	means the final Match of the Event.
"Host"	means the ICC member appointed by IBC to host the Event.
"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.
“ITT”	means this Invitation to Tender, including all of its appendices and as amended, supplemented or replaced from time to time.
“Match”	means any official cricket played as part of the Event, including warm-up matches.
“MC”	means Master of Ceremonies, an individual with experience in public speaking and hosting and leading events.
“Partnership Fee”	means the sum (if any) payable in respect of the Commercial Rights and the provision of the Services, which shall be net of all taxes and in accordance with the terms set out in Appendix G.
“Profit and Loss Template”	means a template showing estimated expenditure and revenue for the Fan Parks.
“Requirements”	means the guidelines, directions, requirements, instructions and requests of IBC issued to any Applicant with respect to the Selection Procedure, the Services and/or the exploitation of the Commercial Rights 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 and/or the exploitation of the Commercial Rights pursuant to the ITT process and the subsequent negotiation, finalisation and execution of the Agreement(s).
“Services”	means the services set out in Appendix C.
“Successful Applicant(s)”	means the Applicant(s) selected by IBC to provide the Services and/or exploit the Commercial Rights pursuant to the Selection Procedure.
“Tender”	means all documents and information submitted by an Applicant supporting its bid to provide the Services and/or exploit the Commercial Rights, as required under this ITT.
“Timetable”	means the timetable for the Selection Procedure as set out in Appendix E.
“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 Event.

APPENDIX B

COMMERCIAL RIGHTS

Subject always to the Successful Applicant delivering all Services, and to the Company demonstrating the value of the commercial benefit, IBC may grant the Successful Applicant the following rights (the “**Commercial Rights**”) in respect of the Event:

1. **PRESENTING PARTNER RIGHTS**

- 1.1 Subject to the conditions set out below and in the Agreement, the Successful Applicant may grant presenting partner rights to an Official T20 World Cup Fan Park partner or group of partners (the “**Presenting Partner**”). For the avoidance of doubt, IBC will consult with the Successful Applicant on the acceptable value of Fan Park partnerships and on the sponsor hierarchy.
- 1.2 The Successful Applicant(s) will be required to first offer this opportunity to IBC's existing partners in accordance with the terms set by IBC in the Agreement. Only after the Successful Applicant(s) have complied with the terms of the offer to IBC partners will the Successful Applicant(s) be able to offer the opportunity to other locally based entities which are not competing with any element of ICC's wider commercial programme, as determined by IBC.
- 1.3 The Presenting Partner cannot conflict with an existing, and protected central partner or partner category. IBC to notify the Successful Applicant(s) of categories that are protected at the time the contract is awarded, and notify the Successful Applicants of any changes to the list of protected categories.
- 1.4 The Presenting Partner can only be associated with the Fan Park, and may not in any way exercise its rights in a way that the Presenting Partner is a partner of the IBC and / or the event (or any part thereof). Any IBC decision in this regard shall be made at IBC's sole discretion and shall be final and binding.
- 1.5 The Successful Applicant shall be required to obtain IBC's prior written approval of the proposed Presenting Partner. Any and all such requests for IBC's approval shall include all relevant information on the proposed Presenting Partner and the proposed partnership rights to be granted. IBC to respond within a reasonable timeframe.
- 1.6 The Successful Applicant shall also be obliged to offer all IBC partners a first right of refusal for space to carry out activations at the Fan Park, including the exclusive rights to supply products in respect of IBC partners that have supply rights in their agreements with IBC. A fee may be charged for such activation space.

2. **DESIGNATIONS**

- 2.1 The right for the Presenting Partner to use the Designation listed below (or alternative as agreed):

Official Presenting Partner of the ICC Men's T20 World Cup 2024 Fan Parks

3. **ICC MARKS**

- 3.1 All copyright and intellectual property rights subsisting in, and all good will associated with, the ICC and Event marks are exclusively owned by IBC and protected by law. The Successful Applicant(s) may use the Fan Park Logo as well as the Event title 'ICC Men's T20 World Cup 2024' in a standard font, for the sole editorial purpose of informing members of the public of the time and place of an Official Men's T20 World Cup 2024 Fan Park provided that in so doing, no association is created, in IBC's opinion, between the venue of the Fan Park and ICC and/or the Event.

3.2 The Presenting Partner may use a composite Fan Park Logo, subject to sign off by IBC. This logo may be used in marketing collateral to promote their association with Fan Parks.

4. **ICC SUPPORT**

4.1 IBC will promote Fan Parks on the ICC digital media assets during the Event in such manner as IBC may determine in its absolute discretion.

4.2 The Successful Applicant(s) will have limited access to the IBC image bank for use in promotional activities. This does not include footage, which remains the property of IBC rights holders.

4.3 A schedule of Fan Park locations and dates will be made available on the official Event microsite on the ICC website and on the Event app.

4.4 IBC will provide a big screen feature in relation to Fan Parks during non-live periods at matches during the Event.

5. **OTHER RIGHTS**

5.1 Subject to the terms set out in paragraph 1.6 above in relation to IBC partners with supply rights, the official Presenting Partner of the Fan Parks shall have the right to retain revenue from food and beverage concessions at the Fan Parks.

APPENDIX C

SERVICES

The Successful Applicant shall be required to provide the services listed below in connection with the Event, 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.

IBC wishes to review detailed and fully costed Tenders that outline how Fan Parks might be produced and delivered.

IBC expects that the Successful Applicant shall be prepared to commit to specific operational and quality service levels regarding the delivery of the Services.

The Event will consist of fifty-four 20 over per side matches. Most days in the qualifying round will have more than one match per day. Fan Parks should open one hour before the start of play and finish 30 minutes after the final ball is bowled. An exception may be for the Final which may be required to operate for a longer period. A match schedule is included in Appendix H

Unless otherwise approved by IBC, each Fan Park at a minimum should include the following:

- Minimum footprint of 100m x 80m
- Capacity to hold at least 10,000 people
- Access to the venue for the public by road, rail and public transport
- Adequate parking
- Large stage set up for performances with LED screen (s) (size to be included in the submission). The screen should be visible to anyone in the Fan Park, and if necessary smaller screens available to areas where the larger screen is not visible.
- Hospitality area with outdoor seating and an indoor air-conditioned area, with capacity for between 20 and 50 people, depending on the final configuration and overall capacity.
- Accessibility options for wheelchairs and mobility impaired fans.
- 'Kids Zone' - a dedicated family area, not accessible by adults without accompanying children.
- Infrastructure for food and beverage concessions, along with availability of a variety of food and beverage options.
- The provision of free drinking water for public and staff with drinking vessels of sustainable / recyclable material.
- A seating area adjacent to the concession area(s) with capacity for up to 100 people. The furniture to be of temporary nature, for safety purposes.
- Capacity to accommodate IBC sponsor or third party activation areas, the details of which will be confirmed by IBC.
- Provision of adequate and well lit toilet facilities for both male and female, to cater for the capacity of the Fan Park. Toilets to be checked and cleaned on a regular basis throughout the day.
- Infrastructure for Event official merchandise sales outlet.

If a fee is charged for entry to the Fan Park then the level of delivery should exceed the deliverables above, and each proposal will be judged on its merits in this regard.

Number of Fan Parks

IBC would be willing to consider any and all proposals on the number of Fan Parks and territories.

Access

IBC will consider proposals both for free of charge entry for Fan Parks as well as ticketed Fan Parks.

The agreed maximum capacity of each Fan Park must not be exceeded. Sufficient security and crowd control measures must be in place to ensure visitor safety and to monitor overcrowding.

A suitable accreditation system, to be approved by IBC, must be in place to assist with identifying staff.

Uniforms

Staff working at Fan Parks should be identifiable by their clothing and should have t-shirts or polo shirts & caps at a minimum.

Entertainment & Fan Engagement

Each Fan Park should be hosted by an MC and a DJ who both should have experience of large public or sporting events, preferably cricket.

Consideration must be given to activities to engage with fans prior to a Match, during the innings break and other breaks in play. These could include digital polls, getting members of the public on stage to participate in competitions, and Q&A with local celebrities.

Entertainment can also be provided in sponsor or third party activation areas. A number of IBC sponsors have expressed interest in participating in Fan Parks during the Event (with no guarantees) and more information can be provided on request.

Security, Health and Safety

Risk Assessment

Engineering certificates for all temporary constructions, and sign-off by qualified engineers as well as by local authorities will be required. This certification should take into account weather conditions, and wind ratings.

A Medical Plan should be drafted for each Fan Park that includes location of First Aid kiosks, a nominated person in charge, number of medically trained staff, an ambulance and a list of local hospitals.

A Security Plan should be drafted for each Fan Park that includes the site layout, deployment of security, safe management of queues, means for measuring crowds and venue capacity, contact details for key staff, and emergency evacuation procedures. The Security Plan must be approved by the relevant local authorities and submitted to IBC in advance.

Marketing and Promotion

The Successful Applicant should work with IBC on a marketing and promotional plan. The promotional plan should include:

- Ideas for promotion of the Fan Park in the area that is local to the Fan Park – this should include flyers, billboards and canters.
- Use of local media outlets for editorial and paid advertising.
- A secondary campaign to promote awareness that is national or state or city-based.
- Integration with ICC digital platforms.

All marketing materials and activities must be approved by IBC in advance.

Brand / Logo / IBC Sponsor Recognition

All Fan Parks must be fully branded in compliance with the official event brand identity guidelines, utilising the official Fan Park Logo which will be created and issued by IBC. All Event branded materials must be approved by IBC prior to production.

The logos of all official IBC sponsors as and when advised by IBC shall all be shown on posters, fliers, the inside back page of publications, and any other publicity material as advised by IBC.

Broadcast Rights

The rights to broadcast the Fan Parks are retained by IBC and there shall be no rights for the Successful Applicant(s) to any broadcast rights or any other media rights in connection with the Fan Parks. However, IBC will require that the Successful Applicant(s) produces audio-visual footage and at least 30 still images of each of the Fan Parks as agreed with IBC in advance, the rights in which shall be owned exclusively by IBC and IBC shall be free to exploit such rights in its absolute discretion.

Broadcast Feed

The Successful Applicant(s) will be responsible for sourcing the Match feed from IBC's official broadcast / streaming partner and shall be responsible for all associated costs of obtaining the feed.

Operations

The Successful Applicant should deliver a complete end to end solution for staging the Fan Parks, taking responsibility for all elements of organisation and delivery of the Fan Parks. The Successful Applicant(s) shall be responsible for making all payments to suppliers in relation to the staging of the Fan Parks. The operational responsibilities will include but not be limited to:

- Undertake surveys of approved locations and ensure they are fit for use.
- Execution of a venue use agreement for each location
- Develop an operational plan (to be shared with IBC) to cover all actions and timelines for the planning and delivery of each fan park.
- Provide copies of all required licenses and permits to IBC.
- Payment of any fees for use of venues.
- Payment of any and all other costs associated with the delivering Fan Parks
- Ensure that there is no ambush marketing of the Event or the ICC at any Fan Parks

Any proposed sub-contracting of the provision of any elements of staging the Fan Parks will require IBC's prior approval.

The Successful Applicant shall have demonstrated appropriate logistical and infrastructure competence, resources and financial capability to deliver the Services to a world-class standard.

Detailed Fan Park Plan

For each Fan Park, IBC requires a Detailed Fan Park Plan as part of the Applicant's submission that includes the following:

- Proposed layout, including location of screen and services
- Schedule of dates & opening times for each Fan Park
- Detailed staffing plan, including management structures proposed for staging Fan Parks and identification of the senior-most individual responsible for the project, and Fan Park specific management structures

- Proposed capacity of each Fan Park
- Details of any talent or entertainment, including sponsor activations
- Managing, coordinating, and monitoring the suppliers; and
- Successful timelines for delivery of Fan Parks.

In addition to the above scope of services, Applicants are encouraged to include in their Tenders other innovative ideas for IBC's review and consideration and may send their queries to IBC for this purpose (following the process stated under Section 3 'Enquiries' of this ITT).

APPENDIX D

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 providing similar services to international sporting federations or team(s) in the relevant territory? Please highlight any specific cricket / international sport experience that the Applicant has.
2. How will your experience and expertise in providing services of a similar nature in relation to previous global sporting events or teams enable the Applicant to deliver the scope of the Services required?
3. What innovations, concepts, products or processes, including sustainability innovations, has the Applicant previously introduced in the delivery of similar services. How will the Applicant apply any of the foregoing to the Services?
4. How would your organisation be equipped to respond if the dates and/or venues for the Event were to be changed at a late stage, including during the Event?

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.
6. 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).
7. How will the structure, composition and experience of the Applicant's project team ensure delivery of the Services in line with the required timescales?
8. 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, manufacturers and list or number of factories used or any other information that may be suitable.

Operational Criteria

9. Please provide a description of any challenges and obstacles that may be faced in the fulfilment of the contract, in order to demonstrate an 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 in the design, planning, production and delivery process.
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)

Sustainability and Ethical Business Practices

14. 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.
15. 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.
16. 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.
17. 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.

Financial Criteria

18. Please detail the total cost of the Proposal as detailed in Appendix G. 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 C. The Applicant's detailed budget should

include a line-by-line breakdown of expenses and expected revenue if any. Full assumptions and specific costs should be provided to support how the pricing has been structured.

APPENDIX E

TIMETABLE

The current timetable for the Selection Procedure is as follows:

	Date *
ITT circulated and published on ICC website	Friday 26 January
Deadline for receipt of enquiries, requests for information or clarification, email outlining intention to respond to ITT and returned signed non-disclosure agreement from Applicants	Monday 5 Feb
Deadline for receipt by IBC of Tenders from Applicants	Friday 16 February

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

APPENDIX F

DETAILS OF APPLICANT

IBC shall treat the following information as confidential:

1	Type of business activity:	
2	Address and headquarters:	
3	Phone number:	
4	Fax number:	
5	Email address:	
6	Website:	
7	Contact person, position in company and contact details:	
8	Trade register entry and legal status	
9	Composition of board of directors and management, including total number employees:	
10	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:	
11	Parent company and/or holding structure and substantial shareholdings in other companies (> 25%):	
12	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 trade	

	licence, general financial performance and any applicable credit ratings):	
13	References (previous business involvement in sports events and other major events); please indicate name, title/function, phone, email:	
14	Years of experience in the current business:	

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/or exploit the Commercial Rights, 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 G

FINANCES

Each Applicant is required to fully detail in its Tender, in relation to the exploitation of the Commercial Rights and the provision of the Services, the Partnership Fee (if any) that the Applicant proposes.

In respect of the Services, Applicants should identify all relevant information in the format set out in the Profit and Loss Template. The projected revenue should be detailed according to the relevant categories. The indicative costs should be inclusive of all applicable taxes (e.g. service tax or VAT), clearly identifying inclusions and exclusions and pricing separately each part of the Services. The Applicant's detailed costs should include a line-by-line breakdown. Management fees and other costs must be clearly stated and must be **inclusive** of any and all taxes that may be chargeable thereon. Full assumptions and specific costs should be provided to support how the pricing has been structured.

For the sake of clarity breakdown of projected revenue and indicative costs should be provided in local currency and translated to United States Dollars.

Applicants acknowledge and agree that the Financial Offer shall be subject to the following:

- IBC may require a Bank Security guaranteeing all amounts of the Partnership Fee due, to be provided in a format and at a time specified by IBC; and
- any and all payments to be made under this Agreement by the Successful Applicant to IBC shall be made in freely transferable US dollars free and clear of, and without deduction or liability for, any and all taxes (including, but not limited to withholding taxes or sales tax), set-offs, deductions and/or withholdings of whatsoever nature which may be applicable in respect of such payment.

APPENDIX H

MATCH SCHEDULE

	DATE	LOCAL TIME	VENUE	FIXTURE		
SAT	SAT, JUNE 1, 2024	PM	DALLAS	USA	V	CANADA
SUN	SUNDAY, JUNE 2, 2024	AM	GUYANA	WEST INDIES	V	PAPUA NEW GUINEA
		PM	BARBADOS	NAMIBIA	V	OMAN
MON	MONDAY, JUNE 3, 2024	AM	NEW YORK	SL	V	SOUTH AFRICA
		AM	GUYANA	AFGHANISTAN	V	UGANDA
TUES	TUESDAY, JUNE 4, 2024	AM	BARBADOS	ENGLAND	V	SCOTLAND
		PM	DALLAS	NETHERLANDS	V	NEPAL
WEDS	WEDNESDAY, JUNE 5, 2024	AM	NEW YORK	INDIA	V	IRELAND
		PM	GUYANA	PAPUA NEW GUINEA	V	UGANDA
		PM	BARBADOS	AUSTRALIA	V	OMAN
THURS	THURSDAY, JUNE 6, 2024	AM	DALLAS	USA	V	PAKISTAN
		PM	BARBADOS	NAMIBIA	V	SCOTLAND
FRI	FRIDAY, JUNE 7, 2024	AM	NEW YORK	CANADA	V	IRELAND
		AM	GUYANA	NEW ZEALAND	V	AFGHANISTAN
		PM	DALLAS	SRI LANKA	V	BANGLADESH
SAT	SATURDAY, JUNE 8, 2024	AM	NEW YORK	NETHERLANDS	V	SOUTH AFRICA
		AM	BARBADOS	AUSTRALIA	V	ENGLAND
		PM	GUYANA	WEST INDIES	V	UGANDA
SUN	SUNDAY, JUNE 9, 2024	AM	NEW YORK	INDIA	V	PAKISTAN
		PM	ANTIGUA	OMAN	V	SCOTLAND
MON	MONDAY, JUNE 10, 2024	AM	NEW YORK	SOUTH AFRICA	V	BANGLADESH
TUES	TUESDAY, JUNE 11, 2024	AM	NEW YORK	PAKISTAN	V	CANADA
		AM	FLORIDA	SRI LANKA	V	NEPAL
		PM	ANTIGUA	AUSTRALIA	V	NAMIBIA
WEDS	WEDNESDAY, JUNE 12, 2024	AM	NEW YORK	USA	V	INDIA
		PM	TRINIDAD	WEST INDIES	V	NEW ZEALAND
THURS	THURSDAY, JUNE 13, 2024	AM	ANTIGUA	ENGLAND	V	OMAN
		AM	ST. VINCENT	BANGLADESH	V	NETHERLANDS
		PM	TRINIDAD	AFGHANISTAN	V	PNG

	DATE	LOCAL TIME	VENUE	FIXTURE		
FRI	FRIDAY, JUNE 14, 2024	AM	FLORIDA	USA	V	IRELAND
		AM	ST. VINCENT	SOUTH AFRICA	V	NEPAL
		PM	TRINIDAD	NEW ZEALAND	V	UGANDA
SAT	SATURDAY, JUNE 15, 2024	AM	FLORIDA	INDIA	V	CANADA
		PM	ANTIGUA	NAMIBIA	V	ENGLAND
		PM	ST. LUCIA	AUSTRALIA	V	SCOTLAND
SUN	SUNDAY, JUNE 16, 2024	AM	FLORIDA	PAKISTAN	V	IRELAND
		AM	ST. VINCENT	BANGLADESH	V	NEPAL
		PM	ST. LUCIA	SRI LANKA	V	NETHERLANDS
MON	MONDAY, JUNE 17, 2024	AM	TRINIDAD	NEW ZEALAND	V	PAPUA NEW GUINEA
		PM	ST. LUCIA	WEST INDIES	V	AFGHANISTAN
TUES	TUES 18 JUNE					
WEDS	WEDNESDAY, JUNE 19, 2024	AM	ANTIGUA	A2	V	D1
		PM	ST. LUCIA	B1	V	C2
THURS	THURSDAY, JUNE 20, 2024	AM	BARBADOS	C1	V	A1
		PM	ANTIGUA	B2	V	D2
FRI	FRIDAY, JUNE 21, 2024	AM	ST. LUCIA	B1	V	D1
		PM	BARBADOS	A2	V	C2
SAT	SATURDAY, JUNE 22, 2024	AM	ANTIGUA	A1	V	D2
		PM	ST. VINCENT	C1	V	B2
SUN	SUNDAY, JUNE 23, 2024	AM	BARBADOS	A2	V	B1
		PM	ANTIGUA	C2	V	D1
MON	MON 24 JUNE	AM	ST. LUCIA	B2	V	A1
		PM	ST. VINCENT	C1	V	D2
TUES	TUES 25 JUNE					
WEDS	WEDNESDAY, JUNE 26, 2024	TBC	GUYANA	SEMI 1		
THURS	THURSDAY, JUNE 27, 2024	TBC	TRINIDAD	SEMI 2		RESERVE SEMI 1
FRI	FRIDAY, JUNE 28, 2024					RESERVE SEMI 2
SAT	SATURDAY, JUNE 29, 2024	TBC	BARBADOS	FINAL		
SUN	SUNDAY, JUNE 30, 2024			RESERVE		