INVITATION TO TENDER

ICC EVENTS

SPORTS PRESENTATION MANAGEMENT SERVICES

FOR THE ICC MEN’S T20 WORLD CUP WEST INDIES AND USA 2024
INVITATION TO TENDER

SPORTS PRESENTATION MANAGEMENT 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 sports presentation management services including, without limitation, the services set out in Appendix B (the “Services”) in connection with the ICC Event.

1.3 Unless otherwise defined elsewhere, capitalised terms used in this ITT have the meaning 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 from Applicants with:

(a) extensive proven experience in providing services similar to the Services at major sporting events;

(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, 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 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 “Sports Presentation ITT - Query” to the following addresses:

sportainment@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>
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<tbody>
<tr>
<td>The primary document</td>
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<tr>
<td>Appendix A - Definitions</td>
<td>To be read</td>
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<tr>
<td>Appendix B – Descriptions of Services</td>
<td>To be read</td>
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<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>
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<tr>
<td>Appendix F – Price Quotation</td>
<td>To be provided by Applicant</td>
</tr>
<tr>
<td>Appendix G - Price Quotation Template &amp; Brand Logo &amp; Guidelines</td>
<td>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 insurances should the application be successful.</td>
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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: sportainment@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: sportainment@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 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 in light of the location and identity of the Successful Applicant, IBC may at any time prior 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.

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. In order to access further information IBC may require the Applicant to sign a Non-Disclosure Agreement.

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 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.

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.

5.13 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).

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 is at risk due to a personal interest or conflicting business arrangement of the Applicant, or a person or organisation associated with the Applicant.
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.

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.

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.

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:

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<tr>
<th>Subject</th>
<th>Principle</th>
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<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>Payment Schedule</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 shall make payments accordingly (subject only to any deduction for withholding tax that IBC may be obliged at law to make, if applicable).</td>
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<tr>
<td>Committed Costs</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</td>
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<td>Subject</td>
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<td>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 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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<td>Assignment and sub-contracting</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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| Insurance                     | 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 (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 obtain and maintain cyber insurance coverage of US$1.5million per instance to protect the Successful Applicant and IBC against any and all claims, actions, losses and damages arising out of the provision of the Services cover all & any cyber incidents of the sports presentation system.  
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. |
<p>| Intellectual Property Rights   | 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 indemnity for any intellectual property rights infringement. |
| No Partnership                 | 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. |
| Liability                     | IBC shall not be liable to the Successful Applicant(s) under |</p>
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<td>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>
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<tr>
<td>Applicable Law</td>
<td>The Successful Applicant shall deliver the Services in compliance with all applicable laws including, but not limited to, all applicable data protection laws.</td>
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<tr>
<td>Governing Law</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.

"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.

"CWI" Means Cricket West Indies, the governing body for cricket in the West Indies

"Delivery Timeline Template" means the template that itemises key milestones for delivery of Elements of Services for each ICC Event.

"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. Owner of the commercial rights to the Tournament

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

"ICC Event" Means ICC Event covered by this ITT as more particularly described under Annexure 1.

"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, 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.

“T20WC USA Inc” Means T20 World Cup USA Inc. the USA entity for the tournament.

“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.

“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.
APPENDIX B

BACKGROUND AND SERVICES

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

Background

The ICC Men’s T20 World Cup will be jointly hosted in the West Indies and USA.

Tentative Dates: 2 June – 30 June 2024 (Confirmed dates to be intimated by the IBC to the Successful Applicant)

Venues: Brian Lara Stadium, Trinidad & Tabago
Kensington Oval, Barbados
Providence Stadium, Guyana
Arnos Vale Stadium, Kingstown, Saint Vincent, and the Grenadines
Daren Sammy Cricket Ground, Saint Lucia
Sir Vivian Richards Stadium, Antigua and Barbuda
Broward County Stadium, Lauderhill, Florida USA
Nassau County International Cricket Stadium, New York, USA
Grand Prairie Cricket Stadium, Dallas, Texas, USA

Twenty20 cricket is the exciting growth format of the sport and every two years the T20 World Cup is a special event in the international sports calendar.

The ninth edition of the ICC Men’s T20 World Cup, originally inaugurated in South Africa in 2007, is scheduled to take place in the West Indies, and the United States in June 2024. This will be the first time a major ICC Global event is hosted in the USA. The event is a four-week spectacle of non-stop thrills and provides a platform for the world’s best cricketers to showcase their sporting prowess.

For the first time, the ICC Men’s T20 World Cup (the “Tournament”) will feature 20 teams, an increase from 16 teams in the last tournament, held in Australia in 2022.

The International Cricket Council (the “ICC”) is the international governing body for cricket and, acting through its wholly owned financial and commercial arm, ICC Business Corporation FZ LLC (“IBC”), owns or controls all the commercial rights to the Tournament.

Cricket West Indies (“CWI”) and T20 World Cup USA Inc (“T20WC USA Inc”) have been appointed as the joint hosts of the Tournament. With ICC they will organise, promote and deliver 55 matches over 4 weeks in multiple venues, preceded by up to 40 warm-up matches and climaxing in a final that will engage more than one-fifth of the world’s population.

ICC Event

The ICC Event has set itself an ambitious goal for the Tournament which is to be the greatest ICC Men’s T20 World Cup ever held. Based on previous results of ICC Men’s T20 World Cups, T20WC 2024 expects to stage the third most viewed sports event in the world, behind only the Summer Olympics and the FIFA World Cup.

T20WC 2024’s ambition extends beyond the cricket field. Its aim is to motivate communities worldwide to pick up a bat and ball and share in the excitement of cricket's greatest spectacle.
The ICC Event also provides a valuable opportunity to showcase iconic destinations throughout the West Indies and USA.

The ICC, CWI and T20WC USA Inc are seeking to appoint one or more agencies to provide sports presentation services including, without limitation, the services set out below in connection with the ICC Event on the terms and subject to the conditions set out in this Invitation to Tender ("ITT").

SERVICES

This ITT identifies minimum deliverables for the Sports Presentation services for events in the Caribbean and USA. The successful proposal will be one which presents innovative enhancements to these requirements and incorporates the values and brand presented in a creative brief.

The Successful Applicant will be responsible for developing and delivering a consistent and integrated sport presentation program to enhance the T20 World Cup experience for all audiences.

IBC is seeking a response that includes a creative proposal, delivery strategy and associated costs to create, manage and deliver the scope of services detailed below.

It is expected that the delivery of sports presentation services will be tailored to suit the expectation of local audiences and this should be demonstrated in the submission. As well as this, different levels of infrastructure will be available at the respective venues.

Applicants have the option to provide proposals that cover all or any of the following:

1) Provide top level creative concepts for delivery of sports presentation, highlighting ideas for fan engagement through digital platforms, integration with the replay screen, anthem ceremonies and music. Please include the full set of production equipment, other equipment and technology, staffing & services and implementation as outlined in the ITT, for all USA & Caribbean matches.

2) Provide top level concepts for delivery of sports presentation, highlighting ideas for fan engagement through digital platforms, integration with the big screen, anthem ceremonies and music. Please also incorporate production and production equipment, other equipment and technology, staffing & services and implementation as outlined in the ITT, for USA based matches only.

3) Provide top level concepts for delivery of sports presentation, highlighting ideas for fan engagement through digital platforms, integration with the big screen, anthem ceremonies and music. Please also incorporate production and production equipment, other equipment and technology, staffing & services and implementation as outlined in the ITT, for Caribbean based matches only.

4) Provision of a creative base for content for replay screens, digital platform integration, replay screen run orders, music strategy, activation ideas and Kit of Parts that another agency can implement. This will also be closely linked to content for LED perimeter boards and sight screens. The key visuals from the Men’s T20WC event brand guidelines will be the basis for development of creative. This creative content will be used throughout the Match Day Entertainment activities listed below.

5) Provide overview, programme management and implementation in USA and / or Caribbean

Match Day Entertainment

1. Music strategy
   - Tailored to appeal to our target audiences and honour the playing nations.
   - Strategic assembly of music throughout the event to build anticipation and atmosphere to reflect the flow of the game.
2. Spectator activations
   - Fresh non-commercial innovations to engage with key audiences.
   - Considered for in bowl, internal and external concourse and Venue entries.
   - Digital engagement

3. Competitions
   - Original ideas to support the delivery of competitions throughout the tournament (e.g.: brand, marketing & digital activations)
   - Integration with the ICC App and ICC digital channels

4. Ground announcers & on-field presentation
   - Identify, contract and train an experienced, dynamic group of Ground announcers and MCs.
   - Procurement, direction and operation of radio frequency (RF) cameras.

5. Team entry & national anthems
   - Coordinating players, match officials, mascots and flagbearers for visually spectacular ceremonies reflective of the gravitas of the occasion.
   - National anthems will be pre-recorded and provided by ICC.

6. Replay screen & LED sightscreen content
   - Development and delivery of engaging fan content and cricket focused graphics including player bios, cricket milestones etc.
   - ‘In-house’ vision and graphics content design working with IBC, and their operational and commercial partners.
   - Integration of the live scoreboard into the screen content at venues and management of key moments in the match.
   - Integration of feed from Hawkeye and Broadcast.
   - Liaise with IBC as necessary to ensure that the design of content confirms to brand guidelines to exact specifications.
   - Digital engagement either through ICC App, augmented reality, virtual reality, and / or social and digital platforms

Commercial Partner Rights
7. Manage the integration of sponsor rights obligations at all matches.
8. Coordinate commercial partner sponsor activations forming part of the match day sport presentation program. Activations must be seamless and should ensure obligations to IBC sponsors are fulfilled at each match.
9. Integration with IBC broadcast partners to ensure all technical requirements are understood and delivered as agreed.

Staffing
10. Appoint a dedicated and suitably qualified project manager(s) who will:
   - Review, report and recommend a complete in-house managed delivery of the sport presentation programme with the use of specialist contractors and partners to deliver world-class services;
   - be available throughout the planning period of the Agreement and for a reasonable period following the ICC Event whilst all de-installation and wrap-up activities are concluded;
   - attend regular meetings with IBC staff based in the Head Office in Dubai, United Arab Emirates (these could be via video) and/or in the host country of Antigua and Colorado, USA during the planning period and lead up to the ICC Event;
• attend Venue inspections and coordinate attendance of contractors and partners and submit post-inspection reports for the purpose of implementing detailed match-by-match plans;
• oversee day-to-day management of equipment installation & movement, staffing and content so that all sport presentation issues can be dealt with effectively and comprehensively to the satisfaction of IBC, and;
• take full responsibility for overall delivery of the services.

11. Provide appropriate staffing prior to and during tournament with consideration to:

- a necessity for local resource wherever possible;
- one highly experienced venue manager/floor manager for each Match of the Tournament, including provision for replacement personnel on standby;
- Recruit (and train where necessary) an appropriate number of local staff as may be required to manage and implement the Services at each Venue;
- travel and logistics schedules that take into consideration the intense match schedule of the Tournament over multiple cities;
- staffing contingency plans;
- management of all contractor and volunteer recruitment and operational duties; and
- adherence with all accreditation and background checking requirements, particularly in relation to roles working with children.

12. Provide IBC with a staffing plan for approval, with schedule and contact details for all Venues of the Tournament.

13. Provide Venue managers with a mobile phone with a local SIM card and provide IBC all contact details.

14. Manage company, contractor, supplier and performer as per IBC timelines.

15. Manage company visa requirements as per IBC timelines.

16. Ensure all uniforms, equipment, infrastructure and products of staff, specialist contractors and suppliers are commercially clean.

17. Ensure all key staff have a good command of English.

18. Ensure all staff have the legal right to work in the United States of America and the West Indies and ensure full compliance with applicable law.

Programme Management

19. Development and implementation of agreed timelines for the successful delivery of services.

20. The Successful Respondent will be required to define and agree KPIs and service levels with IBC upon appointment.

21. Ensure content and file sharing capabilities between Applicant, IBC and the Venues.

22. Provide regular and on-going communication and reporting.

23. Provide regular budget updates and establish regular management meetings to provide an update on delivery against agreed services.

24. Provide a detailed report following the tournament including without limitation expense statements and analysis of operations and performance for discussion with IBC as a part of the post-tournament review.

25. Implement and manage the fully costed solution within the agreed and specified constraints of the ICC Event, ensuring quality and correct specification.

26. Provide reports as requested by IBC for each element of the Services including but not limited to programme management reporting, daily tournament time reports and post-tournament reports.
27. Provide such other related services as IBC may reasonably request and are set out in the Agreement.

Volunteer Coordination

28. A small number of volunteers will be available to assist the successful respondent at each venue to be deployed as deemed fit to support sport presentation operations. This will include volunteers for on-ground delivery and around-ground activations.

29. Respondents should identify roles which can be fulfilled through the tournament volunteer programme along with a breakdown of such roles and numbers.

30. The respondent must consider and detail the delivery of the role specific volunteer training, role allocation, daily briefing and well-being.

Operations & Logistics

31. Develop an appropriate and comprehensive sport presentation operations plan, including related policies and procedures for the tournament in consultation with IBC

32. Where required Procure, supply and manage all equipment and technology required to deliver the agreed Services. An itemized cost should be provided with the Proposal. This includes the procurement of an Audio/PA system to ensure the highest standard of sound for capacity in each Venue. PA system and audio equipment must be able to deliver high quality of sound for all aspects of the Match Day entertainment deliverables including live elements and should be integrated into existing systems where available at venues.

33. Undertake venue inspections as agreed and submit post-inspection reports which identify:
   - existing equipment and how it will be integrated;
   - additional requirements for furniture, fittings and equipment;
   - electrical power supply and broadband internet access; and
   - storage requirements at each venue.

34. Ensure all vehicle access movements for deliveries, refuelling and collection are registered on the Master Delivery Schedule (MDS).

35. Ensure all testing and readiness checks are scheduled and undertaken at all Venues prior to match days.

Licenses and Clearances

36. Ensure all requisite permissions and clearances required on match day have been sourced and document the extent of coverage.

Freight & Logistics

37. Liaise with IBC and the Venues with regard to venue access, logistics, installation schedules and storage requirements.

38. Source storage facilities for those Venues where storage is not available.

39. Procure all access equipment and licensed operators as may be necessary to facilitate installation of sport presentation equipment (noting that the use of existing forklifts and pallet jacks is unavailable at most Venues).

40. Liaise with Venues to ensure the spaces and footprints for all sport presentation equipment and infrastructure are correctly represented on the Venue CAD drawings.

41. Be responsible for the documentation, taxes and charges for any equipment and infrastructure brought into the country as may be required under conditions of import; including all documentation as may be required for import/re-export.
42. In consultation with Venues, define requirements such as tables, chairs, electrical power supply and broadband internet access, amongst other requirements.

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 international cricket / international 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 sports presentation Services? How will the Applicant apply any of the foregoing to the Services?

4. What other events would your organisation be charged with delivering up to the end of the delivery of the Event proposed?

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. Include in the brief how the delivery is suited to local audiences.

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.
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. Can the applicant confirm it will provide all software and hardware necessary for the delivery of the services?

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

16. How does the applicant manage compliance with particular laws and regulations including privacy laws?

Sustainability and Ethical Business Practices

9. 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.

10. 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.

11. 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.

12. 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.
13. 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.

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>Friday 5 January, 2024</td>
</tr>
<tr>
<td>Deadline for receipt of enquiries, requests for information or clarification from Applicants</td>
<td>Friday 12 January, 2024</td>
</tr>
<tr>
<td>Deadline for receipt by IBC of Tenders from Applicants</td>
<td>Friday 3 February, 2024</td>
</tr>
<tr>
<td>Selection and appointment by IBC of the Successful applicant</td>
<td>Wednesday 14 February 2024</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:

<table>
<thead>
<tr>
<th></th>
<th>Details</th>
</tr>
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<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 2 years), Copy of the trade licence, general financial</td>
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<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>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

PRICE QUOTATION

Applicants should provide as part of the Tender a fully itemised unit breakdown of costs for the Services. Please complete in provided excel document.

A fully itemised unit breakdown of costs of the Event should be provided against the services in Appendix B. Management fees and other costs must be clearly stated and must be inclusive of any and all taxes that may be chargeable thereon.

Applicants are requested to note the following:

(a) The fee for services delivered is expected to include but not limited to: a) Project Management, b) Staffing, travel, accommodation, catering, subsistence/per diem costs, c) Sports presentation on field / in bowl, d) Sports presentation off field (concourse/venue entries and e) Vision, graphics and music packages.

(b) IBC preferred payment schedule for the Event shall be determined following a review of the information provided in Appendix G (chronological estimation of expenditure) by the successful applicant/s;

(c) All costs detailed in the price quotation must be in United States dollars and all invoices shall be issued and paid in United States dollars; and

(d) The cost budget and any management fees shall be deemed to be inclusive of any and all taxes (including sales tax and VAT) and, further, shall be subject to any deduction or liability for withholding tax as may be applicable, provided that in such circumstances IBC shall deliver to the Successful Applicant(s) evidence that withholding taxes have been deducted and deposited with or paid to the relevant taxing authority and shall provide a certificate to the Successful Applicant(s) in accordance with the provisions of the relevant law.
APPENDIX G

PRICE QUOTATION TEMPLATE & BRAND LOGO & GUIDELINES

AVAILABLE ON REQUEST

Please note: The link to the Brand logo and guidelines that will be provided is confidential and for your use only. Please do not pass onto any third parties.