

**INVITATION TO TENDER**

**PHOTOGRAPHY SERVICES AND IMAGE LICENSING**

**INVITATION TO TENDER**

**PHOTOGRAPHY SERVICES AND IMAGE LICENSING**

# INTRODUCTION

# 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.

# IBC wishes to appoint a company to provide photography services and image licensing including, without limitation, the services set out in Appendix B (the “*Services*”).

# 

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

# OBJECTIVES

# 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.

# This ITT invites Tenders for the right to provide the Services from Applicants with:

# extensive proven experience in providing services similar to the Services;

# a strong financial position;

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

# trained personnel (including in particular, but without limitation, experienced and skilled management personnel).

# In submitting a Tender for the right to provide the Services in respect of the ICC Event(s) and other select matches, series and events on the global cricket calendar each Applicant must by the date specified in the Timetable at Appendix D:

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

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

# 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;

# provide a full, detailed Delivery Timeline Template; and

* + 1. 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.

# 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.

# 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.

# 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.

# ENQUIRIES

# 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.

# Queries should be addressed in an e-mail with the subject line "Photography Services and Image Licensing ITT - Query" to the following address:

ben.wise@icc-cricket.com

# 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.

# 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.

# SELECTION PROCEDURE OVERVIEW

# This Invitation to Tender pack consists of:

|  |  |
| --- | --- |
| Document | Instruction |
| The primary document | To be read |
| Appendix A - Definitions | To be read |
| Appendix B – Descriptions of Services | To be read |
| Appendix C - Criteria | To be returned, with a response to each section |
| Appendix D – Timetable | To be read |
| Appendix E – Details of Applicant | To be completed and returned |
| Appendix F – Price Quotation | To be read |
| Appendix G – Coverage of ICC Events | To be read |
| Price Quotation Template | To be provided to the Applicant once the Applicant has noted their interest to respond to the ITT pursuant to paragraph 4.2 of this ITT.  To be completed on the template provided and returned to IBC, along with copies audited financial statements of the last 3 years and confirmation of provision for the required level of insurances should the application be successful. |
| Delivery Timeline Template | To be provided to the Applicant once the Applicant has noted their interest to respond to the ITT pursuant to paragraph 4.2 of this ITT.  To be completed on the template provided and returned to IBC, for the ICC Events covered in the submission. |

# 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: [ben.wise@icc-cricket.com](mailto:ben.wise@icc-cricket.com)

# 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.

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

# 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.

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

# 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.

# 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).

# The Selection Procedure shall consist of:

# 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;

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

# 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

# the designation of one or more Applicants as the Preferred Supplier for the Services.

# 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.

# 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.

# 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 Appendix G, 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 and Appendix G. 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.

# 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.

# 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 to suspend, discontinue, modify and/or terminate this ITT process (or any part thereof) at any time.

# 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):

# 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.

# 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 or any part thereof.

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

# 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.

# 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.

# Each Applicant represents, warrants and undertakes to IBC that any and all information contained in its Tender and/or submitted in connection with its Tender, and any and all representations made by or on its behalf to IBC, during the course of the Selection Procedure shall not be false, inaccurate or misleading in any respect (including, without limitation, by the omission of any material, information or facts) and that if, after submitting its Tender there is any change in the Applicant's circumstances or any other event occurs which may adversely affect and/or impact such information and/or representations and/or the manner in which they may be interpreted by IBC, the Applicant shall promptly notify IBC in writing setting out the relevant details in full. IBC is and shall be fully able to rely on the accuracy and authenticity of any and all information contained in any Tender and/or submitted in connection with any Tender in assessing any Applicant’s ability to perform and deliver the Services.

# 

# Each Applicant agrees to keep confidential at all times, whether during or after the Selection Procedure, all Confidential Information and to take all necessary steps to preserve the strict confidentiality of such Confidential Information, including (without limitation) by disclosing relevant material to its officers, employees, representative, agents and/or advisers only on a strictly “need to know” basis and only for the purpose of this Selection Procedure. In order to access further information IBC may require the Applicant to sign a Non-Disclosure Agreement.

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

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

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

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

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

# 

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

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

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

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

# CONFLICTS AND COLLUSIVE BEHAVIOUR

# 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:

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

# 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);

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

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

# 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.

# OTHER OBLIGATIONS

# 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 Applicants 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:

| **Subject** | **Principle** |
| --- | --- |
| *Payment Schedule* | 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). |
| *Committed Costs* | In the event of cancellation, relocation, postponement or change of format of the ICC Event(s) for any reason (including Force Majeure (as defined in the Agreement)), IBC shall not be required to make any further payment of the fee for the relevant ICC Event(s) and the Successful Applicant shall promptly refund any fee (or part thereof) paid by IBC prior to the relevant date, except that the Successful Applicant shall be entitled to retain or be reimbursed by IBC for its Committed Costs in respect of the relevant ICC Event(s). Committed Costs means the actual costs directly incurred by the Company in providing the Services (in accordance with the Expenditure Template in the Agreement) prior to the date on which it is notified of the cancellation, abandonment, postponement, relocation or change of format of a Match or an ICC Event (as applicable), which: (i) it cannot avoid, cancel or mitigate (having used its best endeavours to do so); and (ii) are evidenced by the submission of audited accounts. |
| *Assignment and sub-contracting* | 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. |
| *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 promptly provide evidence of such insurance to IBC upon request, and shall immediately notify IBC should any occurrence serve to void such insurance. Additionally, the Successful Applicant shall obtain and maintain 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 |
| *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 uncapped 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 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. |
| *Governing Law* | 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). |
| "**Applicant**" | means any party which is considering whether or not to submit or which submits from time to time a Tender in response to this ITT. |
| **“City”** | means a town or city selected by ICC to host a Match or Matches for an ICC Event. |
| "**Confidential**  **Information**" | means any and all aspects of this ITT, the Selection Procedure, and/or the business and/or affairs of the ICC and/or IBC which is or which comes into an Applicant's possession (except where such information is generally available to the public). |
| "**Criteria**" | means the list of criteria to be addressed by each Applicant in its Tender as set out in Appendix C. |
| **“Delivery Timeline**  **Template”**  **“Element”** | means the template that itemises the dates for delivery per ICC Event to be completed by the Applicant as part of the Tender which shall be provided by IBC to the Applicant after the Applicant has noted their interest to respond to the ITT pursuant to paragraph 4.2 of this ITT.  means one of the component aspects of the Services as set out in Appendix B and Appendix G. |
| "**IBC**" | means ICC Business Corporation FZ LLC, which has its registered address at DMC-BLD05-VD-G00-075, Ground Floor, Dubai Media City, United Arab Emirates, and its administrative office at Street 69, Dubai Sports City, Sheikh Mohammad Bin Zayed Road, P.O. Box 500070, Dubai, United Arab Emirates. |
| **“ICC”** | means the International Cricket Council Limited, the international governing body for the sport of cricket. |
| **“ICC Event(s)”** | means ICC Event(s) covered by this ITT. For the full list see Appendix F |
| “**ITT**” | means this Invitation to Tender, including all of its appendices and as amended, supplemented or replaced from time to time. |
| “**LOC**” | means the local organising committee established by the Member Board appointed to host the relevant ICC Event(s). |
| “**Match**” | means any official cricket played as part of the relevant ICC Event(s), including warm-up matches. |
| “**Preferred Supplier**” | means the Applicant(s) designated as such by IBC following the initial stage of the Selection Procedure. |
| **“Price Quotation Template”** | means the template that itemises the costs for the Services to be completed by the Applicant as part of the Tender which shall be provided by IBC to the Applicant after the Applicant has noted their interest to respond to the ITT pursuant to paragraph 4.2 of this ITT. |
| "**Requirements**" | means the guidelines, directions, requirements, instructions and requests of IBC issued to any Applicant with respect to the Selection Procedure and/or the Services from time to time. |
| "**Selection Procedure**" | means the entire procedure conducted by IBC to select and appoint the Successful Applicant(s) for the provision of the Services pursuant to the ITT process and the subsequent negotiation, finalisation and execution of the Agreement(s). |
| "**Services**" | means the services set out in Appendix B and Appendix G. |
| "**Successful Applicant(s)**" | means the Applicant(s) selected by IBC to provide the Services pursuant to the Selection Procedure. |
| “**Tender”** | means all documents and information submitted by an Applicant supporting its bid to provide the Services to IBC, as required under this ITT, including the Price Quotation Template. |
| "**Timetable**" | means the timetable for the Selection Procedure as set out in Appendix D. |
| **“Venue”** | means the premises of any stadium, ground or place at which any Match is scheduled to be played and/or any other stadium, ground or place that may be selected by IBC for any training, practice or preparatory purposes during the relevant ICC Event(s). |
| **“Venue Inspection”** | means the physical attendance by IBC and the Preferred Supplier at the Venues in order to gauge specific requirements for the Services and, where necessary, refine aspects of the Proposals ahead of the final and agreed event budget. |

**APPENDIX B**

## DESCRIPTION OF SERVICES

The Successful Applicant shall be required to provide the services listed below, 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.

Applicant should outline the financial model and methodology behind each element of the Proposal.

**Part 1:** **Cricket/sports subscription service**

IBC requires unrestricted provision of photographs for editorial and social media coverage of cricket. At a minimum, this will include:

* All men’s and women’s bi-lateral matches played between full members of the ICC (Afghanistan, Australia, Bangladesh, England, India, Ireland, New Zealand, Pakistan, South Africa, Sri Lanka, West Indies, Zimbabwe)
* Where possible, matches between ICC Associate members
* Major domestic cricket leagues such as the Indian Premier League, Big Bash League, Pakistan Super League, Bangladesh Premier League, etc.
* Other domestic leagues such as the Sheffield Shield, County Championship
* Other significant cricket events, IE: unveiling of cricket legend/s statues, major awards ceremonies, etc.

Applicants should address any potential difficulties with providing this content in their Proposals and should outline what other cricket content can be provided above and beyond the requirements stipulated.

**Part 2:** **Event photography services**

IBC requires provision of photography to cover the below events throughout the term concluding 31 December 2027, with a more detailed scope outlined in Appendix G.

|  |  |  |
| --- | --- | --- |
| **Date** | **Event** | **Host country(s)** |
| June 2024 | ICC Men’s T20 World Cup | West Indies / USA |
| September/October 2024 | ICC Women's T20 World Cup | Bangladesh |
| January 2025 | ICC Women’s U19 T20 World Cup | Malaysia |
| February 2025 | ICC Men’s Champions Trophy | Pakistan |
| March 2025 | ICC Women’s Cricket World Cup Qualifier | TBC |
| June 2025 | ICC World Test Championship Final | England |
| September/October 2025 | ICC Women's Cricket World Cup | India |
| January 2026 | ICC Men’s U19 Cricket World Cup | Zimbabwe / Namibia |
| February 2026 | ICC Men’s T20 World Cup | India, Sri Lanka |
| June 2026 | ICC Women’s T20 World Cup | England |
| June / July 2026 | ICC Women’s T20 World Cup Qualifier | TBC |
| January 2027 | ICC Women’s U19 T20 World Cup | Bangladesh / Nepal |
| February 2027 | ICC Women’s T20 Champions Trophy | Sri Lanka |
| February / March 2027 | ICC Cricket World Cup Qualifier Playoff | TBC |
| June 2027 | ICC World Test Championship Final | TBC |
| June / July 2027 | ICC Cricket World Cup Qualifier | TBC |
| October/November 2027 | ICC Men’s Cricket World Cup | South Africa, Namibia, Zimbabwe |

IBC may change the date, location and/or format of any ICC Event at any time in its absolute discretion.

The current format for each ICC Event is set out below:

**ICC Men’s Cricket World Cup**

The ICC Men’s Cricket World Cup comprises 14 teams and 54 matches (51 Group Stage matches, 2 semi-finals and 1 Final) played over an approximate 47-day period.

**ICC Men’s T20 World Cup**

The ICC Men’s T20 World Cup comprises 20 teams and 55 matches (40 Group Stage matches, 12 Round 2 matches, 2 semi-finals and 1 Final played over an approximate 30-day period.

**ICC Men’s Champions Trophy**

The ICC Men’s Champions Trophy comprises 8 teams and 15 matches (12 Group Stage matches, 2 semi-finals and 1 Final) played over an approximate 18-day period.

**ICC Men’s World Test Championship Final**

The ICC World Test Championship Final comprises 2 teams playing a single test match.

**ICC U19 Men’s Cricket World Cup**

The ICC U19 Men’s World Cup comprises 16 teams and 41 matches (24 Group Stage matches, 14 Super 12 matches, 2 semi-finals and 1 Final) played over an approximate 21-day period.

**ICC Women’s Cricket World Cup**

The ICC Women's Cricket World Cup comprises 8 teams and 31 matches (28 Group Stage matches, 2 semi-finals and 1 Final) played over an approximately 28-day period.

**ICC Women’s T20 World Cup**

• The ICC Women’s T20 World Cup 2024 comprises 10 teams and 23 matches (20 Group Stage matches, 2 semi-finals and 1 Final) played over an approximate 18-day period.

• The ICC Women’s T20 World Cup 2026 comprises 12 teams and 33 matches (30 Group Stage matches, 2 semi-finals and 1 Final) played over an approximate 25-day period.

**ICC Women’s T20 Champions Trophy**

The ICC Women’s T20 Champions Trophy comprises 6 teams and 16 matches (15 Group Stage matches and 1 Final) played over an approximate 18-day period.

**ICC U19 Women’s T20 World Cup**

The ICC U19 Women’s T20 World Cup comprises 16 teams and 41 matches (24 Group Stage matches, 14 Super 12 matches, 2 semi-finals and 1 Final) played over an approximate 16-day period.

**ICC Women’s Cricket World Cup Qualifier**

The ICC Women’s Cricket World Cup Qualifier comprises 6 teams and 16 matches (15 round robin matches and 1 Final) played over an approximate 26-day period.

**ICC Women’s T20 World Cup Qualifier**

The ICC Women’s T20 World Cup Qualifier comprises 10 teams and 23 matches (21 Group Stage matches, 2 Seni-final matches, and 1 Final) played over an approximate 14-day period.

**ICC Cricket World Cup Qualifier Playoff**

The ICC Cricket World Cup Qualifier Playoff comprises 8 teams and 15 matches (15 round robin matches) played over an approximate 18-day period.

**ICC Cricket World Cup Qualifier Playoff**

The ICC Cricket World Cup Qualifier comprises 10 teams and 32 matches (20 Group Stage matches, 9 Super 6 matches, 2 semi-finals and 1 Final) played over an approximate 21-day period.

**APPENDIX C**

**CRITERIA**

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

**Relevant Experience**

1. What relevant experience does the Applicant have in relation to the international sport market? Please highlight any specific cricket experience that the Applicant has.
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 photography? How will the Applicant apply any of the foregoing to the Services?

**Organisational Criteria**

1. 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.
2. 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).
3. As part of the contract with the successful vendor, the ICC would like to have the right to sign off staffing plans for major events to ensure seniority of key talent is suitable.
4. How will the structure, composition and experience of the Applicant’s project team ensure delivery of the Services in line with the required timescales?
5. 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**

1. 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.
2. 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.
3. 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.
4. 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)
5. Please outline any kind of service level agreement that defines the speed at which photographs can be made available to the ICC and its commercial partners (with a specific emphasis on live match photography).
6. Please identify any material risks in the provision of the Services and how the Applicant will manage any risks associated with the delivery of the Services.

**Sustainability and Ethical Business Practices**

1. 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.
2. 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.
3. 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.
4. 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.
5. If applicable, the Applicant is required to submit a copy of their B-BBEE certificate which should provide details of the rating assigned to their company/organisation.

**Financial Criteria**

1. Please detail the total cost of the Proposal as per detailed in Appendix F. The budget shall be provided in United States dollars (inclusive of all applicable taxes (e.g. GST or VAT), clearly identifying inclusions and exclusions and pricing separately each part of the scope of Services set out in Appendix G with appropriate reference Appendix B . The Applicant’s detailed budget should include a line-by-line breakdown of expenses. Full assumptions and specific costs should be provided to support how the pricing has been structured.
2. Please provide supporting details on all categories of labour costs, rigging, installation, travel, transfers, catering, accommodation, freight and any additional expenses.

**APPENDIX D**

**TIMETABLE**

The current timetable for the Selection Procedure is as follows:

|  |  |
| --- | --- |
|  | **Date** \* |
| ITT published on ICC website and sent to potential Applicants | April 22, 2024 |
| Deadline for Applicants to note their interest to respond to the ITT pursuant to paragraph 4.2 of this ITT | April 29, 2024 |
| Deadline for receipt of enquiries, request for information or clarification from Applicants | May 6, 2024 |
| Deadline for receipt by IBC of Tenders from Applicants | May 13, 2024 |

\* 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:

|  |  |  |
| --- | --- | --- |
|  | Type of business activity: |  |
|  | Address and headquarters: |  |
|  | Phone number: |  |
|  | Fax number: |  |
|  | Email address: |  |
|  | Website: |  |
|  | Contact person, position in company and contact details: |  |
|  | Trade register entry and legal status |  |
|  | Composition of board of directors and management, including total number employees: |  |
|  | 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: |  |
|  | Parent company and/or holding structure and substantial shareholdings in other companies (> 25%): |  |
|  | Details (including supporting documents) of the Applicant’s financial status including, but not limited to, details of the most recent audited reports and accounts (last 3 years), Copy of the trade licence, general financial performance and any applicable credit ratings.): |  |
|  | References (previous business involvement in sports events and other major events); please indicate name, title/function, phone, email: |  |
|  | 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 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 Proposal a fully itemised unit breakdown of costs for the Services.

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:

1. IBC’s preferred payment schedule shall be determined following a review of the information provided in Proposal by the successful applicant/s
2. 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. For the sake of clarity breakdown of costs should include details of all costs budgeted in local currency (if applicable) and translated to United States Dollars); and
3. 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.

Applicants are expected to provide detailed cost breakdowns of their fixed, variable and optional costs in the excel table format below.

1. In relation to images taken at ICC Events and made available for media to download and use in an editorial capacity, IBC invites Applicants to set out details of a royalty and/or revenue share model in their Proposal.



|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Executive Summary** | |  |  |  |  |  |
| **Cost proposal on a per annum / per Event basis** | |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **PHOTOGRAPHY SERVICES AND IMAGE LICENSING** |  | **Description** | **UNIT** | **RATE** | | **TOTAL US$** |
|  | **Items** | **please provide specifics** | | **Local Currency** | **USD** |  |
| **1** | **Cricket/Sports subscription service** |  |  |  |  | **-** |
|  | **(Unrestricted provision of photographs for editorial & social media coverage of cricket)** |  |  |  |  | - |
|  |  |  |  |  |  | - |
| 1.1 | All men's and women's bi-lateral matches played between ICC full members |  |  |  |  | - |
| 1.2 | Matches between ICC Associate members (where applicable) |  |  |  |  | - |
| 1.3 | Major domestic cricket leagues (IPL, BBL PSL BPL etc). |  |  |  |  |  |
| 1.4 | Other domestic leagues such as the Sheffield Shield, County Championship |  |  |  |  |  |
| 1.5 | Other significant cricket events, unveiling of cricket legend/s statues, major awards ceremonies, etc. |  |  |  |  |  |
| 1.6 | Other costs... (please specify) |  |  |  |  | - |
| 1.7 | Add ….. |  |  |  |  | - |
| **2** | **Event photography services** | **Per day basis** |  |  |  | **-** |
| 2.1 | Warm Up matches (based on coverage of every match - refer Appendix G) |  |  |  |  | - |
| 2.2 | Working Tournament Match Days (based on coverage of every match - refer Appendix G) |  |  |  |  | - |
| 2.3 | Working Non Match Days |  |  |  |  | - |
| 2.4 | Travel days |  |  |  |  | - |
| 2.5 | Other costs…(Please specify) |  |  |  |  | - |
| **3** | **Other assignment costs** | **(if applicable only)** |  |  |  | **-** |
| 3.1 | Pre-event headshots for broadcast and digital media |  |  |  |  | - |
| 3.2 | Pre-event umpire's workshop and headshots; |  |  |  |  | - |
| 3.3 | Pre-event media training and workshops |  |  |  |  | - |
| 3.4 | Captains' media day(s); |  |  |  |  | - |
| 3.5 | Opening party / ceremony / event; |  |  |  |  | - |
| 3.6 | Press conferences (match day and match day minus one) plus any mixed zone activities; |  |  |  |  | - |
| 3.7 | Trophy Tours |  |  |  |  |  |
| 3.8 | Cricket 4 Good clinics (one for each participating team); |  |  |  |  | - |
| 3.9 | Hall of Fame event and on field ceremony |  |  |  |  | - |
| 3.10 | Fan zones; |  |  |  |  | - |
| 3.11 | Other costs…(Please specify) |  |  |  |  | - |
| 3.12 | Add ….. |  |  |  |  | - |
| **GRAND TOTAL** | | | | | | **-** |

**APPENDIX F - TERMS AND CONDITIONS**

Please refer to the below when completing the Template tab

Quotation

\*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. For the sake of clarity breakdown of costs should include details of all costs budgeted in local currency (if applicable) and translated to United States Dollars); and

\*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, and

Management Fee/ Margins

\* We would appreciate and welcome transparency of Management Fees / Margins which are of course expected

Payment Terms

IBC's preferred payment schedule for the Event(s) shall be determined following a review of the information provided in Appendix F by the successful applicant/s

Formatting

\* Please use the Headings that you use to Formulate your budget submission

\* Please feel free to add or delete headings or sub headings which are or are not applicable

\* The Template and Example Tables include formulas based on the current layout however, it is expected that the respondent will re-formulate the table to appropriately present the submission.

# APPENDIX G

**COVERAGE OF ICC EVENTS**

The Successful Applicant shall provide the following photographic coverage in relation to the ICC Events listed, excluding the following events which are covered off later in this document; ICC Women’s Cricket World Cup Qualifier, ICC Women’s T20 World Cup Qualifier, ICC Cricket World Cup Qualifier Playoff, ICC Cricket World Cup Qualifier:

* Pre-event headshots for broadcast and digital media (this will include capturing, editing and delivering content of every player and umpire);
* Pre-event umpire’s workshop and headshots;
* Pre-event media training and workshops
* Captains’ media day(s);
* Opening party / ceremony / event;
* Press conferences (match day and match day minus one) plus any mixed zone activities;
* Cricket 4 Good clinics (one for each participating team);
* Hall of Fame event and on field ceremony
* Fan zones;
* Coverage of every match (including warm-ups as directed by IBC) from team arrivals to post-match formalities and including every element such as anthems, toss, action shots, umpires, any venue entertainment, interviews, celebrity/ambassador appearances etc.
* Action photography specifically featuring IBC commercial partners (such as background signage, pitch signage, replay screens stump branding, sponsor backdrops etc.) will be required, in line with detailed instructions to be provided in advance by IBC.
* A broad array of colour fan shots including tickets, sponsor collateral, IE: “4” and “6” cards, face paint, kids, flags, fan groups such as the Barmy or Bharat Army etc.;
* Coverage of corporate hospitality at each match including registration, food and beverage stations, seating arrangements, guests, seating in and outside the suite, courtesy cars, sponsor placement and any high profile guests in attendance;
* “Behind-the-scenes” content such as the broadcast and media areas, player change rooms, tournament office, ticketing, accreditation, etc. with guidance from IBC;
* Commercial activations including sponsor marquees, corporate hospitality, food and beverage vendors, concourse displays, signage, partner activity, sponsor product being used on field etc.;
* A studio set-up after the final for the winning team to pose and celebrate;
* The two finalist captains with the ICC Event trophy the day before the final at an iconic location
* Winning captain shoot with the ICC Event trophy the day after the final at an iconic location in or near to the host city; and
* Other ad-hoc requirements as directed by IBC.

The Successful Applicant shall provide the following photographic coverage for the ICC Women’s Cricket World Cup Qualifier, ICC Women’s T20 World Cup Qualifier, ICC Cricket World Cup Qualifier Playoff and ICC Cricket World Cup Qualifier:

* Pre-event headshots for broadcast and digital media (this will include capturing, editing and delivering content of every player);
* Captains’ media day(s);
* Coverage of every match (including warm-ups as directed by IBC) from team arrivals to post-match formalities and including every element such as anthems, toss, action shots, umpires, any venue entertainment, interviews, celebrity/ambassador appearances etc.
* Action photography will be required, in line with detailed instructions to be provided in advance by IBC.
* Other ad-hoc requirements as directed by IBC.

Proposals should address how quickly after taking the imagery the Applicant can make it available for IBC to download, with a specific emphasis on match photography.

The Applicant should also make it clear what delivery solution/s it will provide to IBC, IE: login-protected image libraries that IBC can control access to broken into various categories including ‘Match photos’, ‘Sponsor photos’, ‘Headshots’, Captains Day’, etc.

The ICC reserves the right to provide access to the images briefed before, during and after an ICC event to any third party it chooses, IE: participating members and associates (including cricketers), sponsors, broadcast partners, social media partners, etc.

The ICC reserves the right to distribute up to eight photographs per match from all ICC events that we may distribute to the media to use free of charge to help grow the sport.