

REQUEST FOR PROPOSAL

FOR

MATCH-DAY ENTERTAINMENT SERVICES

1. INTRODUCTION

- 1.1 The Tamil Nadu Cricket Association (“**TNCA**”) is a society registered under The Tamil Nadu Societies Registration Act 1975 having its registered office at 5 Victoria Hostel Road, Chepauk, Chennai 600 005, India (TNCA).
- 1.2 The TNCA operates a T20 Premier League in Tamil Nadu called the Tamil Nadu Premier League (the “**TNPL**”) and stages matches at 4 venues in accordance with the schedule at Schedule 5 of the RFP (the **Venues**) and TNCA wishes to contract with a suitable service provider to match-day entertainment services as set out in Schedule 2 of the RFP at the Venues (the “**Services**”).
- 1.3 This document constitutes a request for proposals (“**RFP**”) from selected persons who have the capability and expertise to provide and install the Equipment.
- 1.4 The words and expressions used in this RFP shall have the meaning as defined in Schedule 1 unless the context requires otherwise.

2. REQUEST FOR PROPOSAL

2.1 Request

TNCA hereby requests Proposals from reputed third parties to provide the Services in the manner described in and contemplated by this RFP.

2.2 Requisite Experience

To assist Interested Parties in understanding TNCA’s requirements, each Proposal must be from an Interested Party which can demonstrate the following, supplying documentary evidence thereof as part of its Proposal:

- (a) extensive and relevant experience in executing to completion projects of the same or similar nature to the project,;
- (b) sufficient human, technical and other resources to provide the Services as contemplated in this RFP;
- (c) a work experience of no less than 3 years in handling projects of a similar nature.

Proposals will be evaluated on their overall merits to include, without limitation, the standard of quality of the materials proposed to be used and the delivery of the Services proposed by the Interested Party, the proposed charges and the Interested Party’s experience and qualifications. The successful Interested Party may therefore not necessarily be the Interested Party which offers the lowest financial terms.

TNCA reserves the right, to be exercised in its sole discretion, to waive each and any of the conditions and requirements in relation to any Interested Party.

2.4 Eligibility Requirements

For the purpose of this RFP, any entity anywhere in India, which satisfy the following requirements as at the date of this RFP (or such other specific date as is specified in this RFP in relation to any individual criteria) are eligible to participate in this process and to submit Proposals.

2.4.1 Fit and Proper Person

Each Interested Party and, in the case of any corporate Interested Party, any person in senior management and/or control of such corporate Interested Party must be a fit and proper person (including without limitation not having been convicted by a court of a criminal offence save, in the case of individuals, for any minor motoring offences or offences not involving moral turpitude). TNCA reserves the right to reject any Proposal from any Interested Party which in TNCA's opinion and at its discretion does not satisfy this criterion.

2.4.3 Proposal Rejection

Any Proposal submitted by an entity which fails to satisfy the eligibility requirements set out in this RFP may be accepted or rejected by TNCA in its absolute discretion. TNCA reserves the right not to accept or to reject any Proposal and, if it considers it to be appropriate (in its sole discretion), not to appoint any Interested Party and to make alternative arrangements for the provision of the Services.

Interested Parties that are in dispute with TNCA including in any litigation or in default of any contractual obligation or undertaking to the TNCA may be rejected by TNCA, in its discretion

3. THE SERVICES

- 3.1 Details of the Services are set out in Schedule 2 to this RFP. The Services are to be delivered and invoiced to TNCA in the manner that is contemplated in this RFP and any Work Order that may be issued by TNCA pursuant to the conclusion of this RFP process.

4. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF PROPOSALS

4.1 Further Information

Interested Parties shall remain responsible for obtaining all further information necessary or expedient for the purpose of submitting their respective Proposals, and will be deemed to have done so before submitting any Proposal. No irrelevant query will be entertained and the decisions of TNCA in this regard shall be final. No Interested Party shall, in the process of seeking clarifications or requesting further information, enter into any contractual negotiations. Further, no Interested Party shall, in the process of seeking clarifications, submit a request for information relating to any internal processes followed

by TNCA. TNCA reserves the right, to be exercised at its sole discretion, to request further information from any Interested Party and the replies to any such request shall be deemed to form part of such Interested Party's Proposal and shall therefore be the subject of the warranty contained in the Letter of Eligibility to be submitted by such Interested Party as part of its Proposal.

Requests from Interested Parties for clarification and/or further information relating to this RFP must be addressed to TNCA and marked for the attention of ceo@tnpremierleague.com with a copy to office@tnca.in. Any clarification issued by TNCA will automatically become part of this RFP and will, if appropriate, be reflected in the Equipment Supply Agreement by way of an amendment to it and the said amendment shall be sent by way of email to all interested parties

5. AMENDMENT/ADDENDUM

5.1 The information set out in this RFP is in summary form and does not purport to contain complete descriptions of the arrangements relating to the Services or the terms and conditions affecting the provision of the same, all of which may be subject to change and amended by TNCA in its discretion. This RFP does not contain any representation upon which any Interested Party is entitled to rely at any point in time in order to bring any claim, action or proceedings against TNCA or any other person (whether for misrepresentation, breach of any duty or otherwise). This RFP does not, and is not intended to, constitute a contract or an offer which is in any way capable of acceptance by any Interested Party.

5.2 At any time prior to the last date for submission of the Proposals, TNCA may, either for any supervening factors and/or events or in response to a bona fide request for further information (including clarification) by an Interested Party or otherwise, at its sole discretion modify, add or alter the terms of the request in and/or the conditions of this RFP including the Equipment Supply Agreement by issuing an amendment and/or addendum(s) or otherwise, without any obligation to provide reasons.

The amendment(s)/addendum(s), if any, will be notified in writing to the Interested Parties as soon as practicable. Such addendum(s)/ amendment(s) will form part of this RFP and will be binding. TNCA may at its sole discretion extend the deadline for the submission of Proposals.

6. REQUIREMENTS OF THE RFP

6.1 Each Interested Party shall at the time of submission of its Proposal submit the following documents (together the "**Proposal Documents**"), to be initialled on each page and signed by the Interested Party/its authorized representative:

(a) a Letter of Eligibility as per Schedule 3 of this RFP;

(b) full details of the Interested Party's plans and proposals for the provision of the Services. This should include details of:

- the quality of the materials that will be used to provide the Services,
- the service levels and timelines regarding the delivery of the Services,
- the acceptance procedures to be followed by TNCA with regard to the Services, and
- the provision of information and reporting to TNCA; and
- any other details pertaining to the services that may be helpful for the TNCA to assess the proposal

(c) detailed documentary evidence demonstrating the Interested Party’s credentials regarding the criteria set out in Sections 2.2 above;

(d) a Cost Sheet showing the proposed charges in connection with the Services; and

6.2 The Letter of Eligibility together with the supporting documents referred to in paragraph (a) (b) and (c) of this Section above should be enclosed in one envelope clearly labelled **“Envelope A –Letter of Eligibility together with supporting documents”**.

The information and evidence referred to in paragraphs (d) of this Section above should be enclosed in a separate envelope clearly labelled **“Envelope B – Financial Terms”**.

7. SUBMISSION OF PROPOSALS

7.1 Only the persons who comply with the eligibility requirements set out in Section 2 above are entitled to participate in this process and to submit a Proposal. Any Proposal submitted by any person who is not eligible as per the requirements of the above-mentioned eligibility Section may be rejected by TNCA in its absolute discretion.

7.2 The Interested Parties shall deliver to TNCA the original of the Proposal Documents duly filled in and signed and sealed along with all supporting documents and papers as provided in Section 6.

7.1 The Proposal Documents shall be delivered in sealed covers, by 03rd May 2021 (12.00 Noon) at the TNCA Office or through E-mail be addressed to The Hon. Secretary, TNCA and marked for the attention of ceo@tnpremierleague.com with a copy to office@tnca.in. TNCA will issue a notification once this process is completed. No Proposal in torn/shabby condition or in unsealed covers will be accepted. All documents must be delivered at the same time and no further documents or Proposals will be accepted past this time and date unless TNCA decides otherwise in its absolute discretion.

7.2 The outer envelopes containing the Proposal Documents must be identified as per the instructions in Section 6.2 and must be sealed and marked as follows:

Request for Proposal – Match-Day Entertainment Services
Attn of: Hon. Secretary, TNCA

8. SELECTION OF THE WINNING PROPOSAL

- 8.1 TNCA anticipates (but does not guarantee) that it will select a short list from the eligible Interested Parties. Such short listed Interested Parties shall be required to make a 30 minute presentation before the TNCA on 15th May 2021 or such date as notified by the TNCA. The short listed Interested Parties shall be informed of the selection of the short list and of the successful Interested Party, as soon as practicable. The final selection of the Interested Parties shall be done only after successful completion of the said presentation and submission and TNCA reserves the right to negotiate terms with such short listed entities.
- 8.2 The appointment of the successful Interested Party will be conditional upon and subject to the TNCA issuing a Work Order to the successful Party.
- 8.3 By submitting a Proposal each Interested Party irrevocably agrees to the above-mentioned process for the selection of the winning Proposal.

9. GENERAL

- 9.1 No warranty or representation (express or implied) as to the reliability, completeness or accuracy of the information in this document or any other information at any time made available to the Interested Party in connection with this RFP or the RFP process is given by TNCA or any other person. Accordingly, each Interested Party and recipient of this RFP shall be responsible for verifying the accuracy of all information contained in this RFP and for making all necessary enquiries prior to the submission of its Proposal. Neither TNCA nor any of its associates, agents, employees, officers, officials or representatives will be liable for any claims, losses or damages suffered by any Interested Party, prospective Interested Party or other recipient of this RFP as a result of any reliance on any information contained in this RFP or otherwise.
- 9.2 In furnishing this RFP, TNCA does not undertake or agree to or acknowledge any obligation to provide to the Interested Party any additional information or to respond to any queries or to update this RFP or to correct any inaccuracies which may become apparent.
- 9.3 Neither the issue of this RFP nor any part of its content is to be taken as any form of commitment or acknowledgment on the part of TNCA to proceed with any Proposal or any Interested Party and TNCA reserves the unfettered right to annul, terminate, reject any Proposal or vary or terminate the RFP procedure at any time or stage and in any way without giving any reasons. No Interested Party shall have any cause of action or claim against TNCA or any other person for the annulment, or termination of the RFP procedure, or rejection of its Proposal.
- 9.4 TNCA reserves the unfettered right and absolute discretion and without any liability whatsoever to any Interested Party:
 - (a) to cancel the entire process at any stage prior to the execution by TNCA of a binding Equipment Supply Agreement with an Interested Party without giving any reasons; or

- (b) to amend, vary, waive and/or modify any or all of the terms and conditions of this RFP (including the Equipment Supply Agreement) pursuant to Section 6 above.

- 9.5 Neither TNCA shall, in any circumstances whatsoever be responsible or liable in any manner or mode by whatever name called or described for any costs, liability, losses, damages or expenses of any kind whatsoever incurred or suffered in connection with or as a consequence of the preparation or delivery of any Proposal, or compliance with or with a view to compliance with any of the requirements of this RFP by any Interested Party.
- 9.6 Any concealment of any material fact by or on behalf of any Interested Party may, at TNCA's discretion and without prejudice to TNCA's other rights and remedies, lead to disqualification of the Interested Party.
- 9.7 The grant of any right to provide the Services shall be conditional upon the Interested Party entering into a binding Equipment Supply Agreement.
- 9.8 No Interested Party (or any person in any way connected with or acting on behalf of a Interested Party) shall take any action which is intended or likely to influence any award of rights under this RFP and any such action may, at TNCA's discretion, result in the immediate disqualification of the relevant Proposal.
- 9.9 References to the singular shall, where appropriate, include the plural and vice versa and references to one gender shall include all other genders.
- 9.10 The schedules shall be deemed to be incorporated into and form part of this RFP.

10. ACCEPTANCE OF TERMS AND CONDITIONS

- 10.1 Each Interested Party irrevocably and unconditionally accepts and agrees that by submitting a Proposal:
 - (a) it agrees to be bound by the terms, conditions and obligations set out in this RFP;
 - (b) it has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions (including the outcome) of this RFP;
 - (c) by submitting a Proposal it is warranting that it is a person who satisfies all eligibility requirements referred to in Section 2; and
 - (d) neither it nor any entity with which it is affiliated is involved in any proceedings or in default of any contractual obligation or undertaking in each case of the kind referred to in Section 2.4.3.

11. CONFIDENTIALITY

- 11.1 All information of whatever nature and in whatever format contained within any Proposal and/or any response or clarification (whether oral or written) provided by or on

behalf of TNCA to any Interested Party during the RFP process is and shall be kept strictly confidential by the Interested Party.

- 11.2 Accordingly, in consideration of TNCA allowing that Interested Party to participate in the RFP process contemplated by this RFP, each Interested Party accepts that, by submitting any Proposal, it is undertaking to TNCA:
- (a) to keep all Confidential Information private and confidential and to use any and all Confidential Information solely in order to consider making and/or to make a Proposal, in order to seek to obtain an award of the right to provide the Services and in order to take part in the RFP process; and
 - (ii) not to disclose, distribute or reveal any Confidential Information to any person other than to those persons who are required to receive and consider the same for the purpose of formulating the relevant Proposal and/or their professional advisers under conditions of confidentiality.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 This RFP shall be governed by and construed in accordance with Indian law. Subject to arbitration provided below, the Courts at Chennai, India shall have exclusive jurisdiction in relation to this RFP.
- 12.2 TNCA (but not any Interested Party) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Chennai in respect of this RFP including where it reasonably believes that damages may not an adequate remedy for any breach by any Interested Party of the terms of this RFP.

FOR AND BEHALF OF

THE TAMIL NADU CRICKET ASSOCIATION

Hon. Secretary

SCHEDULE 1

GLOSSARY OF TERMS

TNCA shall mean The Tamil Nadu Cricket Association.

Business Day shall mean any day on which banks in Chennai are generally open for business.

Confidential Information shall mean all information in whatever form (including, without limitation, written, oral, visual or electronic) relating directly or indirectly to the content of the discussions between TNCA and the Interested Party relating to this Proposal and/or any Equipment Supply Agreement, the fact that such entities are discussing this Proposal and/or any Equipment Supply Agreement and the status of those discussions and/or the existence, nature and terms of any Proposal, or any subsequent discussions, agreements or arrangements relating thereto, and all information (whether of a technical nature or otherwise) relating to the business or affairs of TNCA (and/or its/their commercial partners, or associated or subsidiary entities) as may be communicated to the Interested Party during the RFP process and any subsequent negotiations.

Cost Sheet shall mean the form to be submitted by each Interested Party.

Eligibility Letter or **Letter of Eligibility** shall mean the letter to be submitted by each Interested Party in the format provided in Schedule 3 of this RFP.

Intellectual Property shall mean all copyright and other intellectual property rights howsoever arising and in whatever media now known or hereafter devised, whether or not registered or capable of registration, including copyright, trade marks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

Interested Party shall mean any person which submits a Proposal to TNCA in response to this RFP.

Person means any natural person, company, firm, partnership, unincorporated association and any other entity of any kind whatsoever who or which is capable of entering into contracts under the Indian Contract Act.

Proposal shall mean a written offer to acquire the right to provide the Services during the Term, and which is submitted to TNCA subject to, and in accordance with, the terms and conditions of this RFP.

RFP shall mean this Request for Proposal document together with all Schedules which form part of it.

SCHEDULE 2

MATCH DAY ENTERTAINMENT SERVICES

Elements
Specially Fabricated Stage / Containers
LED & DJ Equipment
Sound setup for in the stadium
Intelligent Lighting, Cabling and Truss for Stage & Cheer leader Podium
Podium fabricated for dancers , along with branding
MC , DJ & VJ
Technical and Hiring Charges
Players Entry, Comets & CO2
Cheerleaders – 3 numbers
Pyrotechnics & Fireworks

SCHEDULE 3

LETTER OF ELIGIBILITY

[To be typed on Interested Party's Letterhead]

2021

The Tamil Nadu Cricket Association,
5 Victoria Hostel Road,
Chepauk, Chennai 600 005,
India

For the attention: Hon. Secretary , TNCA

Dear Sirs,

REQUEST FOR PROPOSAL – Match-Day Entertainment Services

We, _____¹, acknowledge receipt of the above Request for Proposal published by TNCA in relation to the provision of the Services (“**RFP**”) and fully understand and accept the terms, conditions and procedures set out therein. In accordance with the requirements of the RFP, we hereby submit a proposal to provide the Services (the “**Proposal**”) in accordance with the terms of the RFP.

We confirm that:

- Each element of this Proposal has been formulated with regard to and with a view to successfully achieving the aims and objectives of TNCA as set out in the RFP;
- We accept the terms, conditions and requirements without any reservations or amendments contained in RFP and the Equipment Supply Agreement; and
- No element of this Proposal is conditional upon any event, fact or circumstance other than the acceptance by TNCA of the offer contained in this Proposal.

Capitalised expressions used in this Proposal shall have the same meaning ascribed to them in the RFP unless otherwise expressly defined in this Proposal.

¹ Please provide the full name of the Interested Party.

1. INFORMATION RELATING TO PROPOSAL EVALUATION

Please find enclosed with this Proposal full details and supporting documents (where applicable) in respect of the following:

1.1 Corporate Structure of the Interested Party (if applicable)

- (a) Incorporation Date, Registered Office and Registered Number of the Interested Party;
- (b) Details of all Directors of the Interested Party;
- (c) Details of the senior management who will be responsible for the provision of the Services; and

1.2 Technical Qualifications of the Interested Party

Interested Party must be technically qualified and shall have a work experience of no less than 3 years in handling projects of a similar nature as that of the project.

Interested Party must also submit adequate proof/ documentation in support of the its ability to provide the services as mentioned in the RFP.

2. CONFIDENTIALITY

2.1 **“Confidential Information”** means all information in whatever form (including, without limitation, written, oral, visual or electronic) relating directly or indirectly to the content of the discussions between TNCA and the Interested Party relating to this Proposal and/or any Equipment Supply Agreement, the fact that the parties are discussing this Proposal and/or any Equipment Supply Agreement and the status of those discussions and/or the existence, nature and terms of this Proposal, or any subsequent discussions, agreements or arrangement relating thereto, and all information (whether of a technical nature or otherwise) relating to the business or affairs of and TNCA (and/or its/their commercial partners, or associated or subsidiary entities) as may be communicated to us during the RFP process and any subsequent negotiations.

2.2 We agree to keep confidential, and shall not disclose to any person (including, without limitation, the press and media), any and all Confidential Information which has been, or may be, disclosed to us by, or on behalf of TNCA except insofar as the Confidential Information:

- (a) is reasonably required by a person employed or engaged by us in connection with the preparation of our Proposal or the proper performance of the Equipment Supply Agreement in which circumstances we shall ensure that any such person complies with our obligations in relation to Confidential Information referred to in this letter as if such person were a signatory to this letter; or
- (b) is required to be disclosed by law or by applicable regulation, or any valid order of a court of competent jurisdiction, or at the request or direction of any governmental or regulatory authority or agency.

Without prejudice to the foregoing and unless TNCA chooses otherwise, we covenant with and undertake to TNCA that no announcement or statement howsoever relating to our Proposal, the Equipment Supply Agreement or our discussions with TNCA in relation thereto shall be made by us, or on our behalf, without the prior written approval of TNCA (such approval to be given or withheld at TNCA's sole discretion).

- 2.3 We hereby undertake to TNCA to use the Confidential Information solely in connection with the preparation of our Proposal and not otherwise for our own benefit or the benefit of any third party.

3. GENERAL

- 3.1 We acknowledge that we are solely responsible for all costs, expenses and liabilities incurred by us in the preparation and submission of this Proposal, any responses to requests for further information by or on behalf of TNCA and any discussions with TNCA and/or its associates following receipt by TNCA of this Proposal (whether or not any Equipment Supply Agreement is entered into by us).

- 3.2 We warrant, confirm, represent and undertake to TNCA and their associates that:

- (a) the information contained in this Proposal and otherwise provided to TNCA and/or their associates during the RFP process is, and shall be, complete and accurate in all respects and is not, and shall not be, false or misleading in any way;
- (b) we satisfy all Eligibility requirements set out in the RFP;
- (c) if, following submission of this Proposal there are any changes in our circumstances that may affect any of the information contained in this Proposal, we shall promptly notify TNCA in writing setting out the relevant details in full.

4. GOVERNING LAW AND ARBITRATION

- 4.1 We acknowledge and agree that our Proposal and the entire RFP process shall be governed by, and construed in accordance, with the laws of India.
- 4.2 Any disputes arising in connection with our Proposal and the RFP process (or any part thereof) shall be resolved in accordance with Section 12 of the RFP.

For and Behalf of ²

Name

Designation

Date

² To be signed by the Interested Party

SCHEDULE 4

COST SHEET

SCHEDULE 5
TENTATIVE SCHEDULE OF MATCHES

Match No	Date	Day	Time	Team 1	Team 2	Venue
1	4-Jun	Friday	7.30 PM			Tirunelveli
2	5-Jun	Saturday	3.30 PM			Tirunelveli
3			7.30 PM			Tirunelveli
4	6-Jun	Sunday	3.30 PM			Tirunelveli
5			7.30 PM			Tirunelveli
	7-Jun	Monday	Break			
6	8-Jun	Tuesday	7.30 PM			Dindigul
7	9-Jun	Wednesday	7.30 PM			Dindigul
8	10-Jun	Thursday	7.30 PM			Dindigul
9	11-Jun	Friday	7.30 PM			Dindigul
10	12-Jun	Saturday	3.30 PM			Dindigul
11			7.30 PM			Dindigul
12	13-Jun	Sunday	3.30 PM			Dindigul
13			7.30 PM			Dindigul
	14-Jun	Monday	Break			
14	15-Jun	Tuesday	7.30 PM			Salem
15	16-Jun	Wednesday	3.30 PM			Salem
16			7.30 PM			Salem
17	17-Jun	Thursday	3.30 PM			Salem
18			7.30 PM			Salem
	18-Jun	Friday	Break			
19	19-Jun	Saturday	11:00 AM			Salem
20	20-Jun	Sunday	11:00 AM			Salem
	21-Jun	Monday	Break			
21	22-Jun	Tuesday	11:00 AM			Coimbatore
22	23-Jun	Wednesday	7.30 PM			Coimbatore
23	24-Jun	Thursday	7.30 PM			Coimbatore
24	25-Jun	Friday	7.30 PM			Coimbatore
25	26-Jun	Saturday	3.30 PM			Coimbatore
26			7.30 PM			Coimbatore
27	27-Jun	Sunday	3.30 PM			Coimbatore
28			7.30 PM			Coimbatore
	28-Jun	Monday	Break			
29	29-Jun	Tuesday	Q1			Coimbatore
30	30-Jun	Wednesday	Eliminator			Coimbatore
	1-Jul	Thursday	Break			
31	2-Jul	Friday	Q2			Salem
	3-Jul	Saturday	Break			
32	4-Jul	Sunday	Finals			Salem