

INVITATION TO BID

FOR

NAMING RIGHTS

FOR

“THE RAJIV GANDHI INTERNATIONAL CRICKET STADIUM, HYDERABAD”

BID CONTENTS

SECTIONS

1. INTRODUCTION.....
2. INVITATION TO BID AND BID OBJECTIVES.....
3. ELIGIBILITY REQUIREMENTS.....
4. BID REQUIREMENTS.....
5. SUBMISSION OF BID DOCUMENTS.....
6. SELECTION OF WINNING BIDS.....
7. GENERAL.....

APPENDICES

1. **APPENDIX A** – BROCHURE REGARDING NAMING RIGHTS
2. **APPENDIX B** – STADIUM NAMING RIGHTS AGREEMENT

SCHEDULES

1. **SCHEDULE 1** – LETTER OF ELIGIBILITY.....
2. **SCHEDULE 2** – AFFIDAVIT.....
3. **SCHEDULE 3** – BID FORM.....
4. **SCHEDULE 4** – COVERING LETTER.....

Summary of Dates for the Bid Process	Date
Intent to Bid	21 st of July
Final date for queries in relation to the Bid Process	27 th of July, 2016
Submission of bids	12 th of August, 2016
Award of Bid	12 th of August, 2016

1. INTRODUCTION

- 1.1 This document (“**Invitation to Bid**” or “**ITB**”) sets out information relating to the proposed grant of the Naming Rights of the Rajiv Gandhi International Cricket Stadium in Hyderabad and the process whereby interested parties may submit a Bid to Hyderabad Cricket Association and participate in the said bidding process.
- 1.2 Words and expressions defined in Schedule 1 shall have the meaning set out in this ITB unless the context requires otherwise. References to a “Section” or “Sections” refer to the relevant Section or Sections of this ITB, unless otherwise stated.
- 1.3 Hyderabad Cricket Association (“**HCA**”) is the governing body of all cricket related activities in the States of Hyderabad and Telangana in India. HCA is affiliated to the Board of Control for Cricket in India (“**BCCI**”).
- 1.4 The HCA owns and operates the Rajiv Gandhi International Cricket Stadium in Hyderabad (“**Stadium**”), which hosts international and national level Test, ODI , T20 cricket matches, the Celebrity Cricket League, Ranji and other domestic matches.
- 1.5 The Stadium is also currently the Home Stadium of the Sunrisers Hyderabad cricket team, which is the Hyderabad franchise of the Indian Premier League (“**IPL**”) and participates in the IPL Twenty-20 Cricket tournament organized by BCCI in India.
- 1.6 The Stadium is located in Uppal Kalan, which is a municipality in the Ranga Reddy district in the state of Telangana. The Stadium has a capacity of 33,000 spectators presently and extends across 16 acres (65,000 m2) of land and has six towers to illuminate the Stadium during day-night matches.
- 1.7 The Governing Council/Body of HCA has decided to invite bids for the purpose of grant of Naming Rights of the Stadium.
- 1.8 HCA hereby invites potential Bidders to submit Bids to participate in the bidding process for the grant of Naming Rights of the Stadium in the manner set out in this ITB. For the purposes of the Naming Rights, the Brochure in this regard is appended to this ITB as **Appendix A**. The Stadium Naming Rights Agreement is appended to this ITB as **Appendix B**.

- 1.9 Bidders will be granted access to the Web Portal, which shall contain various documents relating to the Bid.

2. INVITATION TO BID

2.1 Invitation

HCA hereby invites Bids from reputed parties to acquire the Naming Rights of the **“Rajiv Gandhi International Cricket Stadium, Hyderabad”** in the manner described in this ITB

2.2 Bid Objectives

To assist Bidders in understanding HCA’s requirements, each Bid must aim to assist HCA to achieve the following (non-exhaustive and non-prioritized) objectives:

- a) ensuring widest promotion and coverage of the Stadium;
- b) maximizing and enhancing exposure for the Stadium both nationally and internationally;
- c) maximizing the generation of revenue in respect of the Stadium;

Bidders should submit and demonstrate through a **Business Plan** in their bids as to how they will be able to assist HCA in seeking to achieve the above stated objectives.

3. ELIGIBILITY TO BID

Any entity anywhere in the world, which satisfies the following Eligibility Requirements is eligible to submit Bids. Each Bidder must fulfill the Eligibility Requirements and HCA reserves the right to reject any Bid from any Bidder.

3.1 Jurisdiction of Incorporation

Corporate entities must not be incorporated in jurisdictions where the standards of financial regulation and disclosure are unacceptable to HCA. In addition to any other criteria in this regard which HCA may at its discretion consider appropriate, corporate Bidders must not be incorporated in jurisdictions which:

- (a) offer themselves or are perceived to offer themselves as a place to be used by non-residents to escape high taxes in their country of residence;

- (b) adopt the laws and administrative practices under which business and individuals can benefit from protection against scrutiny by foreign regulatory authorities;
- (c) demonstrate lack of transparency in the operation of the legislative, legal or administrative provisions;
- (d) do not follow globally accepted norms for know your client regulations; or
- (e) lack a competent legal framework for the prevention of money laundering or such other economic offences.

3.2 Minimum Eligibility Criteria

- (a) Each Bidder must fulfil a Minimum Eligibility Criteria. For the purpose of determining the Minimum Eligibility Criteria, HCA may take into account any consideration it deems fit, including but not limited to the following criteria:
 - (i) financial integrity;
 - (ii) absence of convictions or civil liabilities;
 - (iii) absence of pending serious criminal or civil matters;
 - (iv) competence;
 - (v) good reputation and standing;
 - (vi) efficiency and honesty;
 - (vii) competence to contract under the Indian Contract Act, 1872; and/or
 - (viii) absence of any disqualification as specified in paragraph (b) below.
- (b) A person shall not be considered as fulfilling a Minimum Eligibility Criteria for the purpose of the Bid Process, if it incurs any of the following disqualifications:
 - (i) the Bidder or any of its directors, managing partners or Chief Executive Officer has been convicted by a Court of any offence involving moral turpitude, economic offence, securities laws or fraud;
 - (ii) an order for winding up has been passed against the Bidder;
 - (iii) the Bidder has been declared insolvent/bankrupt and this has not been discharged;
 - (iv) the Bidder is financially unsound;
 - (v) the Bidder owes any sum to HCA on the date of the Bid, or any legal proceedings are pending between HCA and the Bidder, or there has been any allegation of default of any contract that may have been entered into by and between the Bidder and the HCA;

- (vi) the Bidder or any of its directors, managing partners or Chief Executive Officer is currently banned by the governing body of any sport from involvement in the administration of or participation in that sport;
- (vii) the Bidder or any of its directors, managing partners or Chief Executive Officer is subject to any form of disqualification by any professional body in India including but not limited to any sports body;
- (viii) the Bidder or any of its directors, managing partners or Chief Executive Officer owns any shares in or has any interest in any club/team/franchise which has been expelled within the last 3 years from any competition organised by or under the auspices/sanction of any national and/ or international governing body for cricket;
- (ix) the Bidder or any associate or affiliate company and/or or any of its directors, managing partners or Chief Executive Officer is involved or interested in the production or provision of goods or services which are illegal or unlawful or not in consonance with the image and objectives which HCA wishes to establish by the grant of the Naming Rights;
- (x) any other reason, to be recorded in writing by HCA, which in the opinion of the HCA, renders such Bidder, or any of its directors, managing partners or Chief Executive Officer unfit to participate in the Bid.

3.3 Consortia and Joint Bids

- (a) Consortia, joint ventures or joint bidders (each a “**Consortium**”) may submit a Bid provided that:
 - (i) each Consortium member satisfies the criteria for Bidders set out in this ITB and the Eligibility Letter;
 - (ii) each Consortium member is jointly and severally liable for the acts of each other member in relation to its Bid;
 - (iii) the Consortium fully describes in its Bid the relevant Consortium agreement and all relevant arrangements in relation to the Consortium;
 - (iv) it must nominate one Consortium member to be the contact person for HCA in relation to this ITB and any Bid submitted by it and HCA shall be entitled to deal with such member in place of the remaining members of the Consortium in relation to this ITB and any Bid submitted by such Consortium;
 - (v) it must form an SPV in accordance with provisions of this Bid through which (if it is successful) to sign the Naming Rights Agreement and must provide evidence of all shareholders of the SPV; and

- (vi) there are no more than 3 members of the Consortium.
- (b) If a person becomes a part of a Consortium, then such person will not be eligible to bid in any other capacity, whether individually or as part of any other Consortium, partnership or otherwise.
- (c) If a Bidder has entered into an agreement for a joint venture company which may participate in the Bid, the Bidder is required to submit with its Bid a certified copy of the joint venture agreement and all relevant arrangements in relation to such joint venture and there shall be no changes to the membership of the Consortium without HCA's approval.

3.4 Special Purpose Vehicle

Each successful Bidder may with HCA's written consent enter into the Naming Rights Agreement with HCA through a special purpose vehicle, being a limited liability company which must be incorporated in India ("**SPV**"). In such circumstances the Bidder shall as part of its Bid provide HCA with the following information in relation to the SPV:

- (a) details of all shareholders (and/or proposed shareholders if the SPV has yet to be formed),
- (b) details of all the directors (and/or proposed directors if the SPV has yet to be formed) and,
- (c) if the SPV has yet to be formed, the actual shareholders and directors shall be the same as the details notified to HCA in (a) and (b) above.

The SPV shall, in such circumstances, enter into the Naming Rights Agreement on the day the Naming Rights are awarded to the successful Bidder but the attention of Bidders is drawn to HCA's right to require a guarantee by the parent company of the SPV

4. BID REQUIREMENTS

4.1 Participation Fee Deposit

- (a) Each Bidder must provide HCA along with the Bid a single Participation Fee deposit (the "**Participation Fee Deposit**") of INR Twenty Five Lacs. The Participation Fee Deposit shall be provided to HCA by way of a banker's demand draft payable in Indian Rupees, issued

by an Indian scheduled bank of international repute drawn in favour of HCA i.e. **“Hyderabad Cricket Association”** which shall be valid for not less than 60 days.

- (b) All unsuccessful Bidders shall be entitled to collect back their Participation Fee Deposit and HCA shall make the same available for collection as set out below.
- (c) Any Bidder, which fails to provide the Participation Fee Deposit may be rejected at HCA’s discretion.

4.2 Bid Documents

Each Bidder satisfying the Eligibility Requirements shall, if it wishes to Bid, submit the following documents, simultaneously and in accordance with the terms herein (being, together the **“Bid Documents”**) in two separate envelopes as set out below:

A. Envelope I

The following documents in a sealed envelope marked ***“Invitation to Bid -- Envelope I - Naming Rights for the Rajiv Gandhi International Cricket Stadium - Attn of: Mr. Arshad Ayub”***

- (a) the Participation Fee Deposit;
- (b) an Eligibility Letter together with any supporting documents required to be provided as per **Schedule 1**;
- (c) an Affidavit which is to be attested/notarized on Rs.100 non-judicial stamp paper as per **Schedule 2**;
- (d) an appropriate notarized Power of Attorney or certified copy of a duly signed board resolution, in either case authorizing the relevant signatory to sign all relevant documents contained in **Envelope A** on the Bidder’s behalf;
- (e) Proposed **Business Plan** of its proposals for the execution and exploitation of the Naming Rights for the Stadium (refer to para 2.2 above)

- (f) Details of its **Previous Experience** - in sports activities and/or sponsorship of sports events, teams, clubs, stadiums, or any other such related activities by way of example, grassroots activities to encourage more youth engagement in sports such as sports academies for talented young people and any other corporate social responsibility related activities whether related to sports or otherwise. In compiling this document Bidders may include any relevant experience etc which pertains to any of its Group Companies.

NB: the attention of Bidders is drawn to the fact that documents for (e) and (f) above which are to be submitted will form an important part of the process of the evaluation of Bids and any failure to supply any of the information may, at HCA's discretion, lead to the disqualification of such Bids under this ITB;

B. Envelope II

- (a) a duly completed **Bid Form** in the form set out in **Schedule 3**, in a sealed envelope marked ***"Invitation to Bid --Envelope II - Naming Rights for the Rajiv Gandhi International Cricket Stadium - Attn of: Mr. Arshad Ayub"***.

In completing this Bid Form each Bidder shall include the total Naming Rights Fee (exclusive of taxes) for the five year term ("Term") that it proposes (being the "**Bid Amount**") which shall be payable over the five years as per the payment schedule specified in the Naming Rights Agreement "). The **Minimum Bid Amount (Reserve Bid Price)** shall be Rs. 9 Crores (Rs. 9,00,000,000/-) per year of the Term i.e. a total Bid of Rs. 45,00,00,000/-(Rupees Fort Five Crores) for the Term. No Bid shall be considered or accepted below such a Minimum Bid Amount.

5. SUBMISSION OF BID DOCUMENTS

- 5.1. The Bidders shall deliver to HCA the original of the Bid Documents duly filled in, initialled on each page, signed (where appropriate) by a duly authorised representative of the Bidder and sealed along with all supporting documents and papers [marked "**Original**"] along with one exact and legible self-attested copy [marked "**Copy**"].
- 5.2. There should be nothing on the outside of both the **Envelope I** and **Envelope II**, which identifies or indicates the identity of the Bidder. Bidders shall, at the same time as the delivery of their Bid Documents, deliver two identical, original covering letters in the form set out at **Schedule 4** (each marked for the attention of Mr. Arshad Ayub) which will

be countersigned by HCA representative receiving the documents and will record the time of their delivery. One such counter-signed covering letter shall be handed back to the Bidder.

- 5.3. **Envelopes I and II** with the two covering letters as above, shall be made to be delivered by hand by the Bidder to HCA at its address at Uppal Stadium **between 10.00am-5.00pm IST on 21st July 2016.**
- 5.4. No unsealed or torn envelope will be accepted. **Envelopes I and II**, with the two covering letters must be delivered by each Bidder at the same time and no further documents will be accepted after the above-mentioned time and date unless otherwise decided by HCA (in its discretion). **Envelopes I and II** with the covering letters will be given a unique number to distinguish it from all other such sets of Bid Documents.

6. SELECTION OF WINNING BIDS

- 6.1 The **Envelope I** will be opened by an independent third party appointed by HCA (the **"Independent Entity"**) and the information contained therein shall be considered by HCA in the presence of the Independent Entity. In considering the Envelope I documents submitted by each Bidder, HCA shall (through a panel to be appointed by it) (i) consider whether such Bidder satisfies the Eligibility Requirements; (ii) whether all documents submitted are fully compliant and (iii) evaluate the Business Plan and Previous Experience submitted by each Bidder.
- 6.2 The Independent Entity shall validate whether HCA has carried out this evaluation process in a manner, which is fair and consistent with this ITB. If and to the extent that following this process it is decided by HCA that it would be inappropriate for any Bidder to participate in the bidding process then such Bidder (**"Disqualified Bidder"**) shall be notified accordingly and its **Envelope II** shall not be opened, its Bid shall be rejected and its Participation Fee Deposit shall be made available for collection. All Bidders other than Disqualified Bidders shall be **"Qualifying Bidders"**.
- 6.3 The **Envelope II** of Qualifying Bidders will then be opened by HCA in the presence of the Independent Entity and the Qualifying Bidders. The Naming Rights Agreement will be awarded to one of the Qualifying Bidders (**"Winning Bidder"**) after a combined evaluation process based on the following factors:

- (i) Business Plan;
- (ii) Previous Experience;

(iii) The Bid Amount.

The above-mentioned Independent Entity shall validate whether HCA has carried out this evaluation process in a manner, which is fair and consistent with this ITB. HCA at its discretion, reserves the right to alter the evaluation criteria, to change the weightage to be attached to the relevant criteria and/or to apply a different weightage to the criteria to enable a fair process to take place.

- 6.4 Pursuant to the above process it is the intention to award and grant the Naming Rights for the Stadium to the **Winning Bidder**.
- 6.5 The Winning Bidder may be invited to a ceremony (anticipated to be held during the 10th of July 2016) at a location to be notified to the Winning Bidder, during which the Naming Rights will formally be granted to the relevant Winning Bidder. The Winning Bidder invited to this ceremony will, at such ceremony, be provided with a duly filled Naming Rights Agreement. Each Winning bidder shall ensure that a person who is duly authorised to sign the Naming Rights Agreement attends the ceremony. Each Winning Bidder shall be obliged to sign and return to HCA (either itself or through an SPV, as the case may be and in accordance with this ITB) two original versions of such Naming Rights Agreement during this ceremony; and
- 6.6 The failure by the Winning Bidder to comply with the above requirements in this Section shall (unless HCA decides otherwise at its discretion) result in the Winning Bidder being disqualified, the banker's demand draft for the Participation Fee Deposit of such disqualified Winning Bidder being forfeited, cashed and retained by HCA, all sums paid by such disqualified Winning Bidder under the Naming Rights Agreement being retained by HCA and all Bids by such disqualified Winning Bidder being cancelled and the relevant disqualified Winning Bidder shall be deemed to have accepted the above and waives its right to object to the process in this ITB.
- 6.7 By submitting a Bid, each Bidder irrevocably and unconditionally agrees to the above-mentioned process for the selection of winning Bid. Once submitted no Bid may be withdrawn at any time and all Bids will be and remain capable of acceptance by HCA until such time the bid is awarded successfully.
- 6.8 No Winning Bidder may seek to transfer or assign the Naming Rights of the Stadium to any other person/entity save by contracting through an SPV established by such Winning Bidder and as contemplated by this ITB and the Naming Rights Agreement.

- 6.9 HCA shall, unless in each case the Participation Fee Deposit has been forfeited in terms of this Bid, within 5 business days of the date on which the Winning Bidder has complied with its obligations notify all unsuccessful Qualifying Bidders that their respective Participation Fee Deposits are available for collection.
- 6.10 No Bidder (whether Winning, Qualifying or Disqualified) shall make any announcement or other public statement in relation to the grant of the Naming Rights for the Stadium and shall treat the same as Confidential Information until such time as HCA has issued a press announcement in respect thereof.
- 6.11 No Bid Form submitted by one Bidder will be provided or disclosed to any other Bidder (although Bidders should be aware that the Bid Amount of each successful Bid may be publicised by HCA and the successful Bidder shall have no objection to the same).

7. GENERAL TERMS AND CONDITIONS APPLICABLE TO THE BID

- 7.1 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 any Bidder, any other third party in connection with this ITB or the Bid Process is given by HCA. Accordingly, each Bidder and any other recipient of this ITB shall be responsible for verifying the accuracy of all information contained in this ITB and for making all necessary enquiries prior to the submission of its Bid. HCA will not be liable to any Bidder, prospective Bidder, or other third party for any claims, losses, expenses, liabilities or damages of any kind whatsoever suffered by any Bidder, prospective Bidder, or other third party as a result of any reliance on any information contained in the ITB or otherwise in connection therewith.
- 7.2 The issue of this ITB or any part of its respective content is to be taken as any form of invitation to treat or offer which is capable of acceptance.
- 7.3 HCA reserves the unfettered right and absolute discretion at any time and without any liability whatsoever to any Bidder or other third party:
- (a) to cancel the entire Bid Process at any stage prior to the execution by HCA of the Naming Rights Agreement without giving reasons; or

(b) to amend, vary, waive and/or modify any or all of the terms and conditions of this ITB, the Bid Process and the Naming Rights Agreement.

- 7.4 HCA shall not in any circumstances whatsoever be responsible or liable in any manner or mode by whatever name called or described for any costs, liability, damages, losses or expenses of any kind whatsoever incurred or suffered in connection with or as a consequence of the preparation or delivery of any Bid, or compliance with any of the requirements of this ITB by any Bidder or other third party.
- 7.5 Any concealment/part concealment/obfuscation of any material fact by or on behalf of any Bidder may, at HCA's discretion, lead to disqualification of the Bidder.
- 7.6 The grant of Naming Rights for the Stadium shall be conditional upon the Bidder complying with its obligations in this ITB.
- 7.7 No Bidder (or any person in any way connected with or acting on behalf of a Bidder) shall take any action which is intended or likely to influence the award of the Naming Rights and any such action shall result in the immediate disqualification of the relevant Bidder.
- 7.8 References to the singular shall, where appropriate, include the plural and vice versa and references to one gender shall include all other genders. References to an "indirect" shareholding shall include the holding of shares in a company through a shareholding in one or more other companies (such that, by way of example, if a person (X) owns shares in a company (Y) and Y itself owns shares in another company (Z) then X will have an indirect shareholding in Z). The headings in this ITB are for information purposes and shall not be used in its interpretation.
- 7.9 Each of the provisions contained in this ITB is considered to be reasonable and each Section and paragraph within each Section will be construed as independent of every other provision. If any provision of this ITB is determined to be illegal, invalid or otherwise unenforceable, then insofar as is possible it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of the ITB will continue in force and shall not be affected by the illegality, invalidity or unenforceability of any such provision.
- 7.10 Each Bidder irrevocably and unconditionally accepts and agrees that by submitting a Bid:

- (a) it agrees to be bound by the terms, conditions and obligations set out in this ITB and in the Naming Rights Agreement to be executed in connection with its Bid;
- (b) it has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions of this ITB and the Naming Rights Agreement;
- (c) it is warranting that it is a person who satisfies all Eligibility Requirements set out in this ITB; and
- (d) it agrees to comply with and accept the outcome of the Bid Process.

7.11 All Confidential Information shall be kept strictly confidential by the Bidder and each Recipient of such Confidential Information. Accordingly, in consideration of HCA allowing each Bidder to participate in the Bid Process, each Bidder accepts that, by submitting any Bid(s) or otherwise it is agreeing:

- (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 Bid and in order to take part in the Bid Process; and
- (b) 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 Bid(s) and/or their professional advisers under conditions of confidentiality.

7.12 "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 HCA and any Recipient of the Confidential Information and/or any Bidder relating to its Bid and/or the Naming Rights Agreement, all documents from time to time contained in the Web Portal including the Naming Rights Agreement, the fact that such entities are discussing a Bid and/or the Naming Rights Agreement and the status of those discussions and/or the existence, nature and terms of any Bid 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 HCA its office bearers, representatives or associated or subsidiary entities as may be communicated to the Bidder during the Bid Process and any subsequent negotiations in connection therewith.

7.13 Each Bidder is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its Bid(s) and any responses to requests for further information from or on behalf of HCA.

- 7.14 Requests from Bidders for clarification and/or further information relating to this ITB must be sent by email to hycricket@rediffmail.com and must be received before 5.00 pm (IST) on 27th of July 2016. HCA intends to publish answers to any such queries collectively (**ITB Clarifications**) on the Web Portal such that all potential Bidders may have access to them.
- 7.15 Bidders are responsible for obtaining all further information necessary or expedient for the purpose of submitting their respective Bids, and will be deemed to have done so before submitting any Bid. HCA will, if appropriate and in its discretion supply such information to both the Bidder who requested it and, at the same time, to all Bidders. No request for information should be submitted after the deadline as specified herein and any such request may be responded to at HCA's discretion.
- 7.16 Save as specified in this ITB, Bids and other supporting papers that may be furnished shall become the property of HCA upon their delivery and HCA will not be obliged to return them. However all information and documents that are furnished to HCA will be treated as confidential and shall not, unless required in accordance with law, be disclosed to any other party.
- 7.17 Bidders shall not make any of their Bids subject to any form of conditionality or limitation. Any such conditional Bids may summarily neglected and/or rejected in HCA's sole discretion.
- 7.18 The information set out in this ITB is in summary form and does not purport to contain a complete description of all the arrangements relating to Bid Process which may be subject to change and amended by HCA in its discretion. This ITB does not contain any warranty, assurance, guarantee or representation of any kind upon which any Bidder or other third party is entitled to rely at any point in time in order to bring any claim, action or proceedings against HCA its officer bearers or any of its/their respective representatives (whether for misrepresentation, breach of any duty or otherwise). HCA reserves the right to act at its discretion in respect of any aspect of the Bid Process, which is either not provided for in this ITB or in the event of any lack of clarity in this ITB.
- 7.19 At any time prior to the last date for submission of Bids, HCA may, either for any supervening factors and/or events or in response to a bona fide request for further information (including clarification) by a Bidder, modify, add or alter the terms and/ or the conditions of this ITB by issuing an addendum(s) or otherwise, without any obligation to provide reasons. Any such amendment(s)/addendum(s), if any, will be notified in writing to the Bidders as soon as practicable prior to the expiry of the period for the submission

of Bids. Such addendum(s)/amendment(s) will form part of this ITB and will be binding upon all Bidders.

- 7.20 References in this ITB to the “grant” and/or “award” of the “Naming Rights of the Stadium” shall be deemed to mean that, subject to execution of the Naming Rights Agreement and compliance with the obligations.
- 7.21 Any Bid submitted by an entity which fails to satisfy the Eligibility Requirements shall, subject to the following paragraph, be rejected by HCA. HCA shall not pre-judge or advise a Bidder whether it is qualified or not. The Bidder must submit its Bid in accordance with the process specified in this ITB thereby enabling HCA to evaluate its Bid. In addition, HCA shall, in its discretion, be entitled to (i) reject any Bid submitted by a Bidder who satisfies the Eligibility Requirements if, in its opinion, there are reasons why the relevant Bidder is not desirable to be the Naming Partner of the Stadium; and (ii) accept a Bid notwithstanding the fact that the relevant Bidder may have failed to satisfy the Eligibility Requirements or any other requirement in this ITB if HCA believes there are sufficient reasons to disregard such failure and to consider the Bid submitted by such Bidder.
- 7.22 This ITB shall be governed by and construed in accordance with Indian law. Subject to arbitration provided below, the Courts at Hyderabad, India shall have exclusive jurisdiction in relation to this ITB.
- 7.23 If any dispute arises under this document which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration under The Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment/replacement thereof then in effect and conclusively resolved by a single arbitrator appointed by mutual consent or failing which by such process as is laid down in said Act. All relevant parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment/replacement thereof then in effect. The venue for arbitration shall be Hyderabad and the arbitration shall be conducted in the English language.

**For and on behalf of
Hyderabad Cricket Association**

**SCHEDULE 1
LETTER OF ELIGIBILITY**

[TO BE TYPED ON BIDDER'S LETTERHEAD]

To

Mr. Arshad Ayub

Hyderabad Cricket Association

Hyderabad

India

[Date]

SUB: INVITATION TO BID – NAMING RIGHTS OF THE RAJIV GANDHI INTERNATIONAL CRICKET STADIUM HYDERABAD – SUBMISSION OF ELIGIBILITY

Dear Sir,

We, _____¹ (the “**Bidder**”), hereby acknowledge receipt of the document entitled Invitation to Bid for the **Naming Rights Of The Rajiv Gandhi International Cricket Stadium Hyderabad (“ITB”)** published by the Hyderabad Cricket Association (“**HCA**”) and, we after having read the ITB and the Naming Agreement, fully understand and accept the terms, conditions and procedures set out therein. In accordance with the requirements of the ITB, we hereby submit an irrevocable and unconditional offer (the “**Bid**”) to participate in bidding process in accordance with the terms of the ITB

We confirm that:

- (a) each element of this Bid has been formulated with regard to and with a view to successfully achieving the aims and objectives of HCA as set out in the ITB and the Bid Documents;

¹ Please provide the full name of the Bidder. In case of a Consortium Bid, provide full name of each member of the consortium.

- (b) we accept and agree to comply with the terms, conditions and requirements contained in the ITB and the Naming Rights Agreement without any reservations or amendments and agree to enter into the Naming Rights Agreement as contemplated by the ITB;
- (c) we have made full and fair disclosure of all the arrangements as contemplated by the ITB;
- (d) no element of this Bid is conditional upon any event, fact or circumstance other than the acceptance by HCA of the offer contained in this Bid;
- (e) we have taken due care to comply with all applicable laws in connection with our Bid;
- (f) all documents accompanying our Bid are true copies of their respective originals;
- (g) in case due to any change in facts or circumstances during the Bid Process, we are or may become ineligible to Bid under the provisions of the ITB, we shall notify HCA in writing of the same immediately.
- (h) we comply with all the Eligibility requirements and Minimum Eligibility Criteria as set out in this ITB

1. DETAILS OF THE BIDDER

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

1.1 Corporate Structure of the Bidder

- (a) Incorporation Date and/or date of commencement of business, Registered Office and Registered Number of the Bidder;
- (b) Details of all shareholders in the Bidder including a certified copy of the shareholder register of the Bidder (unless the same is a Listed company in which event details are provided of any shareholder who owns or controls 10% or more

of the shares of such entity) (in case of a partnership, names of all partners and partnership registration document);

- (c) If the Bidder forms part of a Group of companies an organization chart of such Group including the ultimate parent company of such Group (and its shareholders and directors);
 - (d) The full names of all Directors of the Bidder;
 - (e) The full names of all senior management of the Bidder;
 - (f) Certified true copies of all constitutional documents relating to the Bidder including certificate of incorporation, memorandum and articles of association, partnership deed etc.
 - (g) Certified true copies of the latest two sets of audited accounts in relation to the Bidder.
 - (h) Details of any SPV or proposed SPV which it is intended will enter into the Naming Rights Agreement (as per para 3.4 of the ITB);
 - (i) Details in case of a Consortium Bid (as per para 3.3 of the ITB);
- 1.2 We have submitted to HCA the requisite Participation Fee Deposit as per the terms of the ITB.
- 1.3 If our Bid is being made by a Consortium then we confirm that all documents required under the terms of the ITB have been supplied to you.
- 1.4 Please also find enclosed a duly executed power of attorney authorising the signatory of the Bid Documents to sign the same.

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 HCA and any recipient of the Confidential Information and/or any Bidder relating to its Bid and/or the Naming Rights Agreement, all documents from time to time contained in the Web Portal including the Naming Agreement, the fact that such entities are discussing a Bid and/or the Naming Agreement and the status of those discussions and/or the existence, nature and terms of any Bid or any subsequent discussions, agreements or arrangements relating thereto, the award of the Bid, and all information (whether of a technical nature or otherwise) relating to the business or affairs of HCA, its officer bearers and representatives or associated or subsidiary entities as may be communicated to the Bidder during the Bid Process and any subsequent negotiations in connection therewith.
- 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 HCA except insofar as the Confidential Information:
- (a) is required by a person employed or engaged by us in connection with the preparation of our Bid(s) 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.
- 2.3 Without prejudice to the foregoing and unless HCA chooses otherwise, we covenant with, and undertake to HCA that no announcement or statement howsoever relating to our Bid(s), the Naming Rights Agreement or our discussions with HCA in relation thereto shall be made by us, or on our behalf, without the prior written approval of HCA (such approval to be given or withheld at HCA’s sole discretion).
- 2.4 We hereby undertake to HCA to use the Confidential Information solely in connection with the preparation of our Bid(s) 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 Bid, any responses to requests for further information from or on behalf of HCA and any discussions with HCA and/or its associates following receipt by HCA of this Bid (whether or not the Naming Rights Agreement is entered into by us).
- 3.2 We warrant, confirm, represent and undertake to HCA and its/their associates that:
- (a) the information contained in this Bid and otherwise provided to HCA and/or its associates during the Bid 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 agree to abide by all the terms of the ITB and the other Bid Documents;
 - (c) we satisfy all Eligibility Requirements set out in the ITB;
 - (d) if, following submission of this Bid there are any changes in our circumstances that may affect any of the information contained in this Bid, we shall promptly notify HCA in writing setting out the relevant details in full; and
 - (e) we shall not at any time make or cause to be made any statement or announcement of any kind which is derogatory in relation to or which might adversely affect the reputation of HCA or their office bearers or representatives.

4. GOVERNING LAW AND ARBITRATION

- 4.1 We acknowledge and agree that our Bid and the entire Bid Process shall be governed by, and construed in accordance, with the laws of India.
- 4.2 Any disputes arising in connection with our Bid and the Bid Process (or any part thereof) shall be resolved in accordance with the terms of the ITB.

For and Behalf of ²

Name:

Designation:

² To be signed by the Bidder and each Consortium Member, if applicable

SCHEDULE 2

AFFIDAVIT

(Rs.100 non-judicial stamp paper)

TO BE ATTESTED/NOTARISED

AFFIDAVIT

I, [Name of Authorised Representative], [Designation of Authorized Representative] of [Name of Bidder] having my office at [Address] do hereby declare solemnly affirm and state as follows:

1. I solemnly state and declare that I am providing the true and correct details of the Bidder for the purpose of the Bid as required by the Invitation to Bid.
2. I state that the contents of the Bid and all Bid Documents are true and correct to the best of my knowledge based on the original records maintained by the Bidder. I further declare that no material information has been concealed.

DEPONENT

VERIFICATION

Verified at _____ on __day of _____ 2016 that the contents of the present affidavit are true and correct to the best of my knowledge and are based upon the available records and nothing material has been concealed.

DEPONENT

SCHEDULE 3

BID FORM

[TO BE TYPED UP ON THE BIDDER'S LETTERHEAD]

To
Mr. Arshad Ayub
Hyderabad Cricket Association
Hyderabad
India

[Date]

SUB: INVITATION TO BID – NAMING RIGHTS OF THE RAJIV GANDHI INTERNATIONAL CRICKET STADIUM HYDERABAD – SUBMISSION OF BID FORM

Dear Sir,

Full Name of Bidder:

Address of Bidder:

Tel No.:

Email: _____

Named Representative of Bidder: _____

BID Amount **

INR _____

* The Bid Amount in this Bid Form (which shall be expressed in INR) comprises the **aggregate** Naming Rights Fee for the full Term of the Agreement, exclusive of applicable taxes payable as per the terms of the Naming Rights Agreement.

The Bid Amount shall not be less than the Minimum Bid Amount (see clause 4.2 B of the ITB) which is stipulated at Rs. 45 Crores

Yours faithfully

For and on behalf of

[Full name of Bidder]

SCHEDULE 4

COVERING LETTER

[To be printed on the Bidder's Letterhead]

To

Mr. Arshad Ayub

Hyderabad Cricket Association

Hyderabad

India

[Date]

**NAMING RIGHTS OF THE RAJIV GANDHI INTERNATIONAL CRICKET STADIUM HYDERABAD –
SUBMISSION OF “BID DOCUMENTS”**

Dear Sir,

We, [insert bidder name], hereby submit our Bid to participate in the Invitation to Bid for the grant of Naming Rights of the Rajiv Gandhi International Cricket Stadium Hyderabad pursuant to the document entitled “Invitation to Bid” (“ITB”).

Enclosed herewith is an unmarked, sealed **Envelope I** as in accordance with the terms of the ITB which includes the following documents:

S.No	Document	Included (Yes / No)
1	Participation Fee Deposit.	
2	Letter of Eligibility alongwith supporting documents	
3	Attested / notarized Affidavit (in the prescribed	

	format).	
4	Notarized power of attorney/board resolution.	
5	Business Plan as required under the ITB	
6	Previous Experience as required under the ITB	

Enclosed herewith is an unmarked, sealed **Envelope II** (comprising a duly completed Bid Form) in accordance with the terms of the ITB.

We request you to confirm receipt of **Envelope I and Envelope II** by countersigning a copy of this covering letter.

Yours faithfully,

[Name] - _____

[Designation] - _____

(Receipt acknowledgement)

For Hyderabad Cricket Association

[Name] - _____

[Date] - _____