

INVITATION

NIT - 02/2023-24

**TO TENDER FOR THE RIGHT TO OWN AND
OPERATE TEAMS IN THE**



**RAJASTHAN
PREMIER LEAGUE
(RPL)- 2023**

INVITATION TO TENDER

1. INTRODUCTION

The Rajasthan Cricket Association (“**RCA**”) is a society registered under the Rajasthan Sports Act, 2005. From the year 2023, the BCCI is encouraging the respective states to conduct their own cricket premier leagues and thus Rajasthan Cricket Association (“**RCA**”) is organizing the Rajasthan Premier League (RPL) 2023.

This ITT constitutes an invitation to tender to Bidders on the terms and conditions set out in this ITT, For Conducting Rajasthan Premier League-2023 with 6 (Six) Franchises proposed to be introduced to take part in the League. However, RCA reserves to right to choose the bid/tender, it deems the best suitable. Decision of the RCA shall be final and the prospective bid/tender can be rejected at any time without assigning any reason.

Subject to the successful award of the Sports Management Company, it is intended that RPL shall comprise of 6 (six) teams which will play each other during the course of each Season culminating in Play-off Matches under ‘Round Robin League Format’ to decide the winner, runner-up and third placed team in the League.

It is anticipated that the first Season will be played in August-2023. However, RCA reserves the right to change the period/ duration of any Season as it may deem appropriate, at its sole discretion at any time and from time to time.

Certain important deadlines/ timelines in relation to this ITT are as follows:

Tender Issuance	06.07.2023
Pre bid meeting (if applicable)	10.07.2023
Last Date for tender submission	13.07.2023
Presentation/Discussion (if applicable)	17.07.2023
Announcement of Selected Bidder	17.07.2023

2. INVITATION TO TENDER

- (a) RCA hereby invites tenders from reputed Sports Management Company to organize the Rajasthan Premiere League.
- (b) There will be no negotiation of, or amendment to the ITT prior to or after the date of submission of the Bid, except at the initiation and at the discretion of the RCA. At any time prior to submission of Bids, RCA reserves the right to amend the terms of ITT. If RCA amends the terms of the ITT prior to the date of submission of the Bids, it shall provide all those Persons who have purchased this ITT with an amended version thereof.
- (c) This ITT is no more than an invitation to offer and it does not, and it is not intended to, constitute a contract or a grant of any rights or licenses or an offer which is capable of acceptance by any Bidder or any other Person. The grant of the rights shall be conditional upon execution by RCA of the Agreement pursuant to a successful Bid.

3 . ELIGIBILITY CRITERIA :

- (a) For the purposes of this ITT, any Person which satisfies the requirements set out here (the “**Eligibility Requirements**”) as on the date of this ITT (or such other specific date as is specified in this ITT in relation to any individual criteria) is eligible to participate in this tender process and to submit a Bid.
- (b) In order to be eligible to participate in the bid, the bidder is required to fulfill the terms outlined herein. The bidder, whether acting independently or in collaboration with a Joint Venture, or through a person or subsidiary company associated with them, is permitted to submit a bid on the condition that they meet the specified requirements stated below. It is imperative that the bidder, regardless of their chosen method of participation, ensures compliance with the aforementioned requirements.
- A Sports Management Company/Firm with a minimum experience of 5 years in the field of Venue Management/Stadium operations; sponsorships; Licenses and merchandise; marketing and Distribution of Tickets/passes, with a franchise-based world class sports league such as IPL/Pro-Kabaddi League/Indian Soccer League with the required certification.
 - The Company/Firm should have a single work order of 10 crores in the preceding three financial years in the venue management verticals for the league, excluding the two years of Covid-19, in addition to the same, the Company/Firm should have a cumulative turnover of twenty crores in the past five years for managing entire operations for the league/franchise.
 - The promoter/(s) of the Company/Firm should be engaged in running of a franchise-based Sports League at the league level on a National/International platform.
 - Preference would be given to a Company/Firm which has extensively worked in/for Sports League/events in the State of Rajasthan.
 - The bidding company/firm must have the necessary infrastructure and resources to manage all aspects of the tournament.
 - The Company/Firm should not be blacklisted by any Central Government/State Government/Public Sector undertaking/Government Bodies etc.
 - The Company/Firm should not be convicted by a court of a criminal offence or offences involving moral turpitude, economic offence or fraud, or not having any conflict of interest as per the RCA Conflict of Interest Rules, or absence of conviction for any offence punishable with imprisonment for 2 (two) years or more in any jurisdiction, or absence of categorization as a willful defaulter by the Reserve Bank of India; and/ or a Person having integrity and reputation and RCA reserves the right to reject any Bid from any Bidder which in RCA’s opinion and at its sole discretion does not satisfy this criteria

- The bidding company/firm should have a GST Registration Certificate.

3.1 Compliance with Eligibility Requirements

- (a) Compliance with the Eligibility Requirements shall be determined by RCA in its sole and absolute discretion. The decision of RCA as to whether or not a Bidder satisfies any of the Eligibility Requirements shall be final and binding on the Bidders.
- (b) Any Bid submitted by an entity which fails to satisfy the Eligibility Requirements set out in this ITT may be accepted or rejected by RCA in its absolute discretion.
- (c) Further, any Bid submitted by an entity which fails to satisfy RCA's Suitability Standards, in RCA's sole, complete and absolute discretion, may be rejected by RCA.
- (d) In addition to the Eligibility Requirements set out above, RCA has the right to consider any other factor or criteria which it deems necessary or appropriate, in its sole and absolute discretion, while evaluating the eligibility of any Bidder and short listing the successful Bidder(s) and/or rejecting any Bid at any time.
- (e) All submitted tenders/bids will be evaluated based on Eligibility Criteria, previous experience, proposed management plan and financial proposal. Shortlisted bidders may be invited for a presentation or discussion to further evaluate their proposals.
- (f) The final selection will be made based on the evaluation results and the most suitable proposal for the tournament.

3.2 Maximum Number of Bids

A Bidder (including any entity that forms part of the same Group as the Bidder) can submit only 1 (one) Bid.

4 . RIGHTS AND OBLIGATIONS OF THE LICENSE HOLDER / LICENSEE:

1. Creating a financially suitable model for the franchise/ sponsorship/Auction/draft of the prospective teams.
2. Securing all commercial rights of the RPL (Sponsors, Partners, Media Rights, Digital Rights, and all allied and related rights. Ensuring all the Rajasthan Premier League's commercial rights includes getting the Sponsors and partners on board and securing their commercial rights, Media Rights, Digital Rights, and all allied and related rights.
3. Securing a Broadcasting Partner.
4. Securing a Production Unit.
5. Management of the entire league includes Operations, Venue Management, schedules and logistics, and other related work.
6. Management and organization of the opening and closing ceremony of the league.
7. Making all the necessary and required arrangements w.r.t to the ground and maintenance.
8. Arranging the Umpire and scorer arrangements for all matches.
9. Making all the necessary arrangements w.r.t the Security and Parking.
10. Medical, Insurance, Security and safety measures for all the players and officials
11. Arrangement of Food and Beverages, look and feel of the league/ tournament.

12. Marketing, advertising and promotion of the league including media coverage, media management, PR and coordination with press and broadcasters.
13. Procuring all the requisite licenses and permissions from the concerned authority/officials.
14. All the arrangements concerned with and related to the distribution of tickets/passes and accreditations for RPL.
15. All the arrangements related to the Prize distribution ceremony of the RPL and related arrangements thereto.
16. Securing the Intellectual Property Rights (including those connected with NFTs) of the stakeholders of RPL.
17. Arrangement for the entire ground event, production, live broadcast and streaming for the event.
18. Tie up with a national level Broadcaster and streaming platform.
19. Creation an IP of the event with international quality look and feel, graphics, anthem etc.
20. Venue management, hospitality, entertainment, commentary team, MC etc.
21. Getting Sponsors/sponsorships for Central properties and on team jersey.
22. Creating partnership with Radio, outdoor, pouring partner, medical etc.
23. Getting all the necessary I&B, PPL, approvals etc.
24. Any other work entrusted by RCA for the purpose and management of the RPL.

5. TENDER SUBMISSIONS

5.1 Submission format

Interested Organizations are requested to submit their Tender Proposals in a sealed envelope clearly marked as “Rajasthan Premier League Tender-2023”, addressed to Rajasthan Cricket Association at ‘RAJASTHAN CRICKET ASSOCIATION’ SMS Stadium, North Pavilion, Ambedkar Circle, Jaipur 302005 no later than 18/06/2023.

5.2 Tender Proposal Information :

Each Bidder proposing to submit a Bid, is required to submit the documents listed below (together the “**Bid Documents**”), each of which is required to be initials on each page and signed by the Bidder/ its authorized representative. Any such representative’s authorization should be confirmed by a written power of attorney/board resolution accompanying the Bid Documents:

- Company profile and contact details,
- Details of previous cricket tournament experience if any,
- Proposed tournament management plan, including timelines and key activities,
- Financial proposal, including a breakdown of costs.

6. SELECTION OF THE WINNING BIDS

Submission of Bids, Disqualifications and Correction

- (a) Only persons who comply with the Eligibility Requirements are entitled to participate in this tender process and to submit a Bid. Any Bid submitted by any person who is not eligible as per the Eligibility Requirements may be rejected by RCA in its absolute

- discretion.
- (b) There may be information on the site containing typographical errors, inaccuracies or omissions including descriptions, pricing, availability and other information. RCA reserves the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.
 - (c) Decision of RCA shall be final and the prospective bids/tenders can be rejected at any time without assigning any reason. Furthermore, RCA reserves the right to choose the bid/tender, it deems the best suitable.
 - (d) Tenders/Bids known to be, or subsequently found to be inaccurate or misleading may disqualify the prospective bidder from further participation in the evaluation process.

7. GOVERNING LAW AND DISPUTE RESOLUTION

This ITT shall be governed by and construed in accordance with Indian law and the Courts at Jaipur, Rajasthan shall have exclusive jurisdiction in relation to all matters arising out of or connected with this ITT.

If any dispute arises under this ITT 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 of parties or failing which by such process as is laid down in said Act.

The venue and seat for arbitration shall be Jaipur and the arbitration shall be conducted in the English language.

The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.

Each Bidder hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.

RCA shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai in connection with this ITT including without limitation if it reasonably believes that damages may not be an adequate remedy for any breach by any Bidder of the terms of this ITT.

SCHEDULE 1: GLOSSARY OF TERMS

“Affidavit” shall mean the declaration attached in Schedule 4.

“Affiliate” shall mean, with respect to any Person, any corporation, joint venture, or other business entity (i) which owns at least 20% (twenty percent) of the share capital or equity interest of such Person, or (ii) in which such Person owns 20% (twenty percent) of its share capital or equity interest, or (iii) at least 20% (twenty percent) of the shares of which are owned by the Parent Company of such Person, or (iv) Controls, is Controlled by or under common Control with such Person.

“Annual Franchise Fee” shall mean the annual Franchise Fee indicated in paragraph 2B of the Bid Form (as may be revised upwards in the event of a Re-Bid as set out in this ITT).

“Applicable Laws” shall mean any applicable international, national, federal, state, provincial or local statute, law, ordinance, rule, administrative interpretation, regulation, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, circulars, press notes, directives, order or decree or any other requirement of any governmental authority, court, tribunal, board, as the case may be, and all amendments thereto from time to time.

“Beneficial Owner” shall mean Persons identified in the manner set out in the Prevention of Money Laundering Act, 2002 read with the Prevention of Money Laundering (Maintenance of Records) Rules, 2005.

“BCCI” shall mean The Board of Control for Cricket in India.

“Bid” shall mean a written offer to acquire the right to operate a Franchise from and including the 2023 Season and which is submitted to RCA subject to and in accordance with the terms and conditions of this ITT.

“Bid Documents” shall have the meaning ascribed to it in Section 5.2.

“Bid Form” shall mean the form attached in Schedule.

“Bidder” shall mean any person which submits a Bid to BCCI in response to this ITT.

“Business Day” shall mean any day excluding Saturday, Sunday and public holidays in Mumbai, India.

“Central Rights” and **“Central Rights Income”** shall each have the meaning ascribed to it in the Franchise Agreement.

“Connected”: For the purposes of this ITT one person shall be **Connected** to another person:

- (a) where such other person is in an Unlisted company, it directly or indirectly owns or in the previous 3 (three) years has owned any shares in such other person or has or in the previous 3 (three) years has had any

- (b) direct or indirect interest of any kind in any shares in such other person; where such other person is a Listed company, it directly or indirectly owns or in the previous 3 (three) years has owned any shares in such other person or has in the previous 3 (three) years had any direct or indirect interest of any kind in any shares in such other person except where 5% (five percent) or less of such shares are owned or at the subject of such interest;
- (c) where both such persons are companies in the same Group;
- (d) where either of such persons Controls the other;
- (e) where such other person is in an Unlisted company, it directly or indirectly owns or in the previous 3 (three) years has owned any shares in such other person or has or in the previous 3 (three) years has had any direct or indirect interest of any kind in any shares in such other person;
- (f) where such other person is a Listed company, it directly or indirectly owns or in the previous 3 (three) years has owned any shares in such other person or has in the previous 3 (three) years had any direct or indirect interest of any kind in any shares in such other person except where 5% (five percent) or less of such shares are owned or at the subject of such interest;
- (g) where such other person is in an Unlisted company, it directly or indirectly owns or in the previous 3 (three) years has owned any shares in such other person or has or in the previous 3 (three) years has had any direct or indirect interest of any kind in any shares in such other person;
- (h) where such other person is a Listed company, it directly or indirectly owns or in the previous 3 (three) years has owned any shares in such other person or has in the previous 3 (three) years had any direct or indirect interest of any kind in any shares in such other person except where 5% (five percent) or less of such shares are owned or at the subject of such interest;
- (i) where both such persons are companies in the same Group;
- (j) where either of such persons Controls the other;
- (k) where one person is a company the other is a director or officer of such company;
- (l) where both such persons are individuals, they are related to each other (being both members of the same family, which expression shall mean immediate family together with any persons who are members of the immediate family of any such family member (such as cousins and uncles))

and “**Connection**” shall be construed accordingly.

“**Control**” shall mean, in relation to a Person: (i) beneficial ownership (directly or indirectly and whether individually or together with connected persons or Affiliates) of more than 50% (fifty per cent) of the equity shares or other voting securities of such Person; (b) the right (directly or indirectly and whether individually or together with connected persons or Affiliates) to appoint, or cause the appointment of, more than 50% (fifty per cent) of the members of the board of directors, or similar governing body, of such Person, or (c) the right (directly or indirectly) to manage, or direct the management of, the assets of such Person, and, for avoidance of doubt, a general partner is deemed to be in Control of a limited partnership, or (d) the direct or indirect power of another Person (whether such other Person is the direct or indirect Parent Company of the first mentioned person or otherwise) to secure that the first mentioned Person’s affairs are conducted in accordance with the wishes of such other Person by any means and includes without limitation:

- (a) by means of the holding of any shares (or any equivalent securities or convertible securities) or the possession of any voting power or by the holding of atleast 26% (twenty six percent) any shares (or any equivalent securities/ interest) on a fully diluted basis or the possession of any voting power; or
- (b) by virtue of any powers conferred on any person by the Articles of Association or any other constitutional documents of any company or other entity of any kind; or
- (c) by virtue of any contractual arrangement or any law;

and **“Controlled”, “Controller” and “Controlling”** shall be construed accordingly and a **“Change of Control”** shall occur if: (i) a Person who Controls another Person ceases to do so; or (ii) a different Person acquires Control of such other Person (whether before or after or as a consequence of any Listing); (iii) if there is a change from joint control to sole control or vice versa; or (iv) if any Person acquires Control of another Person in circumstances where no Person previously Controlled such other Person.

“Corporate Guarantee” shall mean the corporate guarantee contemplated in clause 23 of the Franchise Agreement.

“Eligibility Documents” shall have the meaning ascribed to it in

Section 5.2. **“Eligibility Requirements”** shall have the meaning ascribed to it in Section 3 (B)

“Financial Bid” shall mean the financial bid submitted by the Bidder in the Financial Bid Document setting out the Franchise Fee.

“Fit and Proper Person” shall mean any Person determined to be a ‘Fit and Proper Person’ by BCCI in its sole discretion, taking into account the considerations set out in this ITT.

“Franchise” shall mean the business of the operation of a team of Players in the League.

“Franchise Agreement” shall mean the written agreement to be entered into between RCA and each successful Bidder in the form at Schedule 2 (as the same may be amended as contemplated by this ITT and including the form of any agreements or other documents attached or to be attached thereto).

“Franchise Fee” shall have the meaning ascribed to it in the Franchise Agreement.

“Franchisee” shall mean the person who has been awarded the right to operate Franchise as a result of having made a successful Bid and executing a Franchise Agreement.

“Franchisee Rights” shall have the meaning ascribed to it in the Franchise Agreement.

“Group” shall mean a group of entities all of which are Affiliates. The ultimate

Parent company of entity and all enterprises whose accounts are consolidated on a line by line basis in such ultimate Parent company's audited financial statements shall also form part of the Group.

"ITT" shall mean this Invitation to Tender document together with all Schedules and any corrigendum(s) and clarifications which may be issued from time to time.

"League" shall mean Rajasthan Premier League.

"League Match or Match" shall mean any match forming part of the League in any Season including (unless the context requires otherwise) Play-Off Matches.

"Listed", shall, in relation to a company, mean that its equity shares are listed and traded on a recognised stock exchange (whether in India or otherwise) and **"Unlisted"** shall, in relation to a company, mean that none of its equity shares are listed and traded on a recognised investment exchange and **"Listed shares"** and **"Unlisted shares"** shall be construed accordingly.

"Listing" shall mean the admission to trading on any recognized stock exchange of any shares (or similar such securities) in the Franchisee or any company or Person which from time to time Controls the Franchisee;

"Operational Rules" shall have the meaning ascribed to it in the Franchise Agreement.

"Parent Company" shall mean a company that (directly or indirectly) owns or Controls the Bidder.

"Person" shall mean any natural person, company, firm, partnership, unincorporated association, individual, trust, joint venture, corporate, body corporate, unincorporated body, association, organisation, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality) and any other entity of any kind whatsoever who or which is capable to contract under the Indian Contract Act, 1872.

"Player(s)" shall have the meaning ascribed to it in the Franchise agreement.

"Player Auction" shall have the meaning ascribed to it in the Franchise Agreement.

"Player Contract" shall mean the standard form or Player contract to be entered into between a Franchisee, a Player and BCCI in the form which shall be provided by BCCI as the same shall be amended from time to time.

"Play-Off Match" shall have the meaning ascribed to it in the Franchise Agreement.

"RCA" shall mean Rajasthan Cricket Association.

"Regulations" shall have the meaning ascribed to it in the Franchise Agreement. **"Schedule"** shall mean a schedule of this ITT.

"Season" shall mean any period during which the League

occurs. **“Section”** shall mean a section of this ITT.

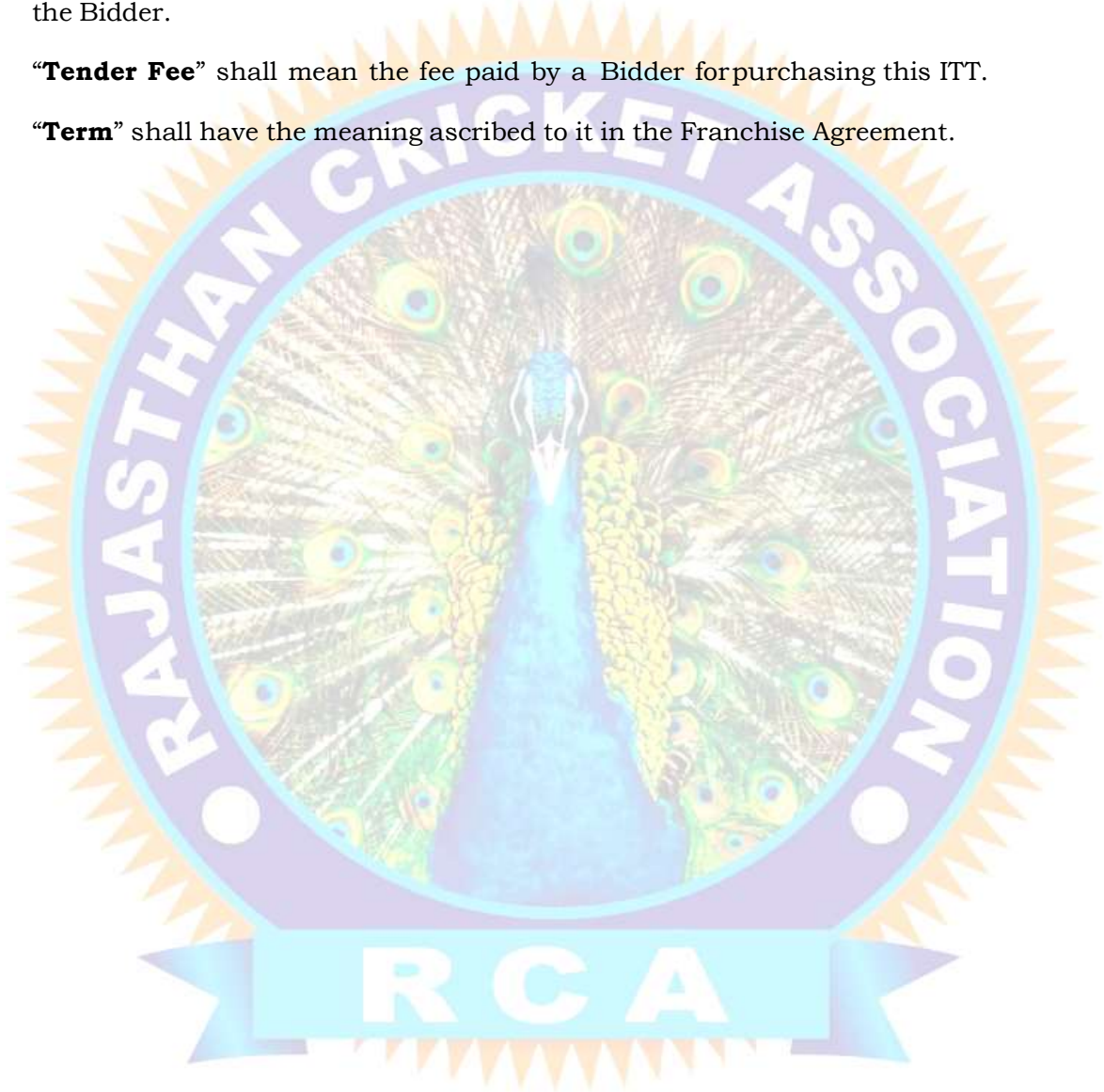
“Significant Beneficial Owner” shall mean Persons identified in the manner set out in the Companies Act, 2013 read with the Companies (Significant Beneficial Owners) Rules, 2018.

“State Association” shall mean the State Association with whom a stadium agreement shall be executed.

“Subsidiary Company” shall mean a company that is directly owned or Controlled by the Bidder.

“Tender Fee” shall mean the fee paid by a Bidder for purchasing this ITT.

“Term” shall have the meaning ascribed to it in the Franchise Agreement.



Principles of interpretation:

In this ITT, unless otherwise specified:

- (a) the list of contents and headings are for ease of reference only and shall not be taken into account in construing this ITT;
- (b) references to this ITT or any other document shall be construed as references to this ITT or that other document, as amended, varied, novated, supplemented or replaced from time to time;
- (c) references to the singular shall, where appropriate, include the plural and vice versa and references to one gender shall include all other genders;
- (d) 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)

