



INVITATION TO TENDER –

Media Strategy, Offline media Buying and Planning Services (Media Agency) – West Indies only

ICC Men's T20 World Cup 2023 West Indies/USA

Commercial in Confidence

Date of Issue: February 2nd 2024
Closing date: February 9th 2024

Introduction

Background

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

The ninth installment of the ICC Men's T20 World Cup, originally inaugurated in South Africa in 2007, is scheduled to take place in the West Indies, and marking the historic first occurrence of a major ICC Global Event being hosted in the United States in June 2024. The event is a four-week spectacle of non-stop thrills and provides a platform for the world's best cricketers to showcase their sporting prowess.

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

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

Cricket West Indies (“**CWI**”) is the governing body for cricket in the West Indies and T20 World Cup. They have been appointed as the host of the Tournament to organise, promote and deliver 55 matches over 4 weeks in multiple venues, preceded by up to 40 warm-up matches and climaxing in a final that will engage more than one-fifth of the world’s population.

The Tournament

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

T20WC 2024’s ambition extends beyond the cricket field. Its aim is to motivate communities worldwide to pick up a bat and ball and share in the excitement of cricket’s greatest spectacle. The Tournament also provides a valuable opportunity to showcase iconic locations and landmarks throughout the West Indies and USA to significant audiences around the world. It is a unique platform for tourism and trade globally.

The ICC, CWI, wish to appoint one company to provide media strategy, buying and planning services including, without limitation, the services set out in Part C (Scope of Work) (the “**Services**”), in connection with the Tournament on the terms and subject to the conditions set out in this Invitation to Tender (“**ITT**”).

The ICC and CWI thank you for your interest and look forward to receiving your response to this ITT.

INVITATION TO TENDER (ITT)

Media Strategy, Buying and Planning Services (Media Agency) CONTENTS

The purpose of this ITT is to invite interested and qualified Respondents to submit Proposals for the right to provide the Services in connection with the Tournament and subject to the terms and conditions set out in this ITT.

This ITT is comprised of the following documents:

- PART A ITT Conditions
- PART B Closing Date and Evaluation Criteria
- PART C Scope of Work
- APPENDIX Proposal Response Template

Unless otherwise defined elsewhere, capitalised terms used in this ITT shall bear the meanings given to them in Part A (ITT Conditions).

This ITT is no more than an invitation to tender and constitutes neither a contract nor an offer which is capable of acceptance by any Respondent.

A condition of any successful Respondent being appointed by the ICC & CWI is the execution of the Agreement by said Respondent. Should there be any conflict between the Agreement and any element of this ITT, the Agreement, once executed, shall prevail.

All enquiries in connection with this Invitation to Tender should be directed to:

Kunika Puri Viegas

Email: marketingITT@icc-cricket.com

Chalita Rose (CWI)

Email: marketing@cricketwestindies.org

Part A
ITT CONDITIONS

1. Interpretation

In this ITT, unless the context otherwise requires:

“Agreed Purpose” has the meaning given in clause 2.20 of this Part A (ITT Conditions).

“Agreement” means each long-form agreement (including any schedules and appendices thereto) to be entered into between the ICC & CWI (or, at the ICC & CWI’s absolute discretion, ICC, or such other third party as the ICC & CWI may nominate at any time prior to the execution of the Agreement. In consideration of the desirable contractual structure for the Services in light of the location and identity of the Successful Applicant, ICC & CWI may (at any time prior to execution of the Agreement) elect for the contracting party to be between the Host or other appropriate entity rather than ICC & CWI) and the successful Respondent governing the provision of the Services by the Successful Respondent.

“Closing Date” means the time and date for the close of this ITT nominated by ICC & CWI and outlined in clause 3 of this Part A (ITT Conditions) which can be changed by ICC & CWI at its discretion.

“Confidential Information” means all documents, information, know-how and data, in any form, and in any media relating to or concerning the Tournament, this ITT, Host, the ICC & CWI, the ITT Process and/or otherwise connected with any of the foregoing which is or comes into a Respondent’s possession and is marked “Commercial in Confidence”, “Confidential” (or any similar wording) or would otherwise reasonably be regarded as confidential, including but not limited to:

- (a) strategies, projects, policies and business plans.
- (b) financial information;
- (c) marketing and advertising concepts, plans and materials; and
- (d) drawings, designs, patterns, samples, models, plans, trade-marks and logos,

but excluding information which:

- (e) is in or comes into the public domain otherwise than as a result of a breach of this ITT; or
- (f) at the time of first disclosure to or observation by the Respondent is proven to already be in the Respondent’s lawful possession.

“Function” means any ICC-designated official event or function taking place in relation to the Tournament, including media, ticketing and event launches, opening and closing ceremonies or dinners, press conferences, hospitality functions, promotional events and Tournament-related workshops.

“Host” means the ICC member appointed by ICC & CWI to host the Tournament.

“IBC, means ICC Business Corporation FZ LLC, which has its registered address at Shared Desk 2-55, Second Floor, Building 2, Dubai Media City, United Arab Emirates, and its administrative office at Street 69, Dubai Sports City, Sheikh Mohammad Bin Zayed Road, P.O. Box 500070, Dubai, United Arab Emirates

“ICC” means the International Cricket Council, the official international governing body of cricket.

“ITT” means this Invitation to Tender, including all of its appendices and as amended, supplemented or replaced from time to time.

“ITT Conditions” means the terms and conditions that govern the ITT Process as set out in this Part A.

“ITT Documents” means the following documents (including any amendments, supplements and/or replacements to such documents), provided to the Respondents by ICC & CWI including without limitation:

- ITT cover letter.
- ITT Conditions.
- Annexures.
- Scope of Work.
- Proposal Response Template;
- Agreement; and
- any drafts, schedules and/or annexure of the above documents and any other documents required to be submitted by the Respondent pursuant to this ITT.

“ITT Process” means the entire procedure conducted by the ICC & CWI to select and appoint the Successful Respondent(s) for the provision of the Services and the subsequent negotiation, finalisation and execution of the Agreement(s).

“Laws” means the requirements of all applicable statutes, rules, regulations, proclamations, ordinances or by-laws present or future.

“Marks” means all marks and logos registered or unregistered designated by the ICC & CWI for use in relation to the Tournament, including without limitation the Tournament name, look and feel, logo, mascots, trophy and any slogans.

“Match” means any cricket match forming part of the Tournament, including any warm-up Matches.

“Proposal” means a proposal by the Respondent in response to this ITT, together with any subsequent clarifications.

“Proposal Response Template” means the template to be used by the Respondent for its Proposal, in the form set out at the Appendix.

“Public Announcements” means any release, comment, provision or disclosure of any information to any media entity or anyone engaged in the provision of information to the public.

“Respondent” means any person which is considering whether or not to submit or which submits from time to time a Proposal in response to this ITT.

“Scope of Work” means the document that sets out the background information on the Tournament, the purpose of the ITT and describes in detail the Services to be provided to ICC & CWI by the Successful Respondent, as set out in Part C.

“Services” means the provision of the Services outlined in the Scope of Work.

“Statement of Compliance” means the statement to be completed and executed by the Respondent as part of its Proposal, as set out in Schedule 1 of the Proposal Response Template at the Appendix.

“Successful Respondent” means the Respondent or Respondents selected by the ICC & CWI to provide the Services pursuant to the ITT Process.

“Tournament” means all Matches and Functions forming part of the ICC Men’s T20 World Cup 2024 tournament which is currently scheduled to be held in West Indies and USA from 4 to 30 June.

2. ITT Conditions

Status of ITT Conditions and Scope of Work

- 2.1 In participating in the ITT Process and/or submitting a Proposal, Respondents agree to be bound by and accept the terms and conditions set out in this ITT and they shall procure that other relevant parties, including any third-party agencies acting on their behalf, agree to be bound by and accept such terms and conditions.
- 2.2 These ITT Conditions apply on receipt by the Respondent of this ITT. If a Respondent does not accept all of these ITT Conditions it must immediately return this ITT to ICC & CWI and the Respondent will not be entitled to participate further in the ITT Process.
- 2.3 In the event of any inconsistency between these ITT Conditions and any other communication between the ICC & CWI and any Respondent (with the exception of the Agreement), these ITT Conditions will prevail.
- 2.4 The Scope of Work, which forms part of the ITT, sets out information in relation to the ICC & CWI’s operations, the purpose of the ITT and a description of the Services to be provided by the Successful Respondent.
- 2.5 The ICC & CWI reserve the right, at any time during the ITT Process (including after the Closing Date), to change any aspect of this ITT, to issue any separate amendment or addendum to this ITT (which will become part of this ITT upon issue), to issue an amended ITT in place of this ITT, to refuse to consider any Respondents or to withdraw this ITT. Respondents acknowledge that the ICC & CWI may decide to organise the Services

on its own or without appointing any third party and that the ICC & CWI may increase, decrease, suspend, discontinue and/or modify its requirement for the Services in respect of the Tournament.

Information provided by the ICC & CWI

- 2.6 All information in relation to the ITT Process provided by the ICC & CWI, whether in the ITT Documents or otherwise orally or in writing, is provided in good faith to assist Respondents to assess and respond to the ITT. The information does not intend to exhaustively cover every element of the proposed opportunity.
- 2.7 Neither the ICC & CWI, nor any of its officers, employees, representatives, agents and/or advisers makes any representation or warranty or accepts any responsibility for the accuracy or completeness of the information contained in this ITT or in any subsequent correspondence by the ICC & CWI in relation to this ITT Process, nor shall they be liable for any loss or damage suffered by any Respondent or any other third party as a result of any inaccuracy or inadequacy in any information provided to the Respondent, or any reliance on this ITT or any subsequent communication with the ICC & CWI

Respondent must make own investigations and enquiries.

- 2.8 The Respondent accepts that it must not rely solely on the information provided by the ICC & CWI When considering whether to participate in the ITT Process. The Respondent acknowledges that it must make all necessary investigations for it to become thoroughly informed about the subject matter of the ITT Process and the Services and that it is the Respondent's responsibility to interpret and assess the relevance, accuracy and adequacy of the information provided by the ICC & CWI
- 2.9 The Respondent will be expected to have examined all information which is relevant to the risks, contingencies and other circumstances which could affect its Proposal and which is obtainable by it by making reasonable enquiries. If oral statements are made at any time during the ITT Process which the Respondent considers important, it should request confirmation in writing from the ICC & CWI A non-written response to any Respondent request for information or clarification will not be binding on the ICC & CWI
- 2.10 The Respondent may request clarification or elaboration from the ICC & CWI of any of the ITT Documents or other information provided during the ITT Process. All requests must be made in writing to the nominated email address. The ICC & CWI shall, where possible, respond to reasonable requests for clarification or elaboration made by Respondents at any time during the ITT Process. The ICC & CWI shall attempt to respond to all requests in as expeditious a manner as possible and in such a form as the ICC & CWI considers appropriate. The ICC & CWI reserves the right to make its response to any request from any Respondent available to all relevant Respondents without revealing the identity of the initial enquiring party.
- 2.11 The ICC & CWI may not be able to provide responses and/or additional information to all requests for clarification or elaboration relating to this ITT Process and it shall definitely not be able to do so if such requests are sent less than five business days before the Closing Date.

Intellectual property

- 2.12 Each Respondent acknowledges that any and all intellectual property rights of the ICC and ICC & CWI and the Host (including, without limitation, to the Marks and other intellectual property rights relating to the Tournament) remain the exclusive property of the ICC or ICC & CWI and/or Host (as appropriate).
- 2.13 The Respondent is not permitted to use or reproduce Marks (or any other intellectual property owned or controlled by the ICC & CWI) during and subsequent to the ITT Process without prior written approval from the ICC & CWI, which includes, for the avoidance of doubt, the use or reproduction of the Marks in the Proposal.
- 2.14 The Respondent acknowledges and agrees that all intellectual property rights, including but not limited to, copyrights, patents, trade-marks, designs, brand names, logos, data, circuit layouts, clothing, digital images, photographs, artwork and Confidential Information discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with the ITT Process will vest in, and are assigned to, the ICC & CWI on creation. The Respondent must execute, and must procure that relevant third parties execute, all documents and do all things required to give effect to this clause.
- 2.15 If any material, matter or thing (including software, documentation or data) is owned by the Respondent and such material, matter or thing is incorporated in or attached to any intellectual property owned by ICC & CWI (whether pursuant to this clause or otherwise), the Respondent grants ICC & CWI (as applicable) a perpetual, irrevocable, transferable and royalty free licence (including the right to sub-license) to exercise all intellectual property rights in such material, matter or thing for the purpose of accessing and using the intellectual property owned by ICC & CWI as referred to in this clause.
- 2.16 The ICC & CWI acknowledge that nothing in clauses 2.14 or 2.15 of these ITT Conditions purports to assign any rights in any underlying concepts, processes and technologies referred to in any Proposal which were created or developed by the Respondent prior to the Respondent's participation in this ITT Process or to any pre-existing trademark of the Respondent.
- 2.17 The Respondent warrants that all materials submitted as part of the Proposal will be original and that any reproduction or other use of the materials will not infringe the intellectual property rights (including any copyright or patents) of any third party and the Respondent shall indemnify and hold harmless the ICC & CWI with respect to all and any liability arising out of or in connection with any claim by a third party that such reproduction or use of materials infringes its intellectual property rights.

ICC & CWI property

- 2.18 Any documentation and copyright in all documentation provided to the ICC & CWI in a Proposal or otherwise in response to this ITT by the Respondent shall upon delivery to the ICC & CWI belong and/or accrue exclusively to ICC & CWI. No Respondent shall claim ownership over any rights including (without limitation) intellectual property rights, in relation to the ideas, concepts, material or any other rights contained in this ITT.
- 2.19 ITT Documents must be returned to the ICC & CWI or securely destroyed upon request by the ICC & CWI, whether a Proposal is submitted or not. A Respondent must not use or disclose the ITT Documents in any way or for any purpose not connected with the preparation and submission of a Proposal.

Confidentiality and Public Announcements

- 2.20 The Respondent undertakes to:
- (a) keep secret and treat as confidential the Confidential Information;
 - (b) only use the Confidential Information for the purposes of considering whether to respond and providing a Proposal to this ITT (the “**Agreed Purpose**”); and
 - (c) ensure that any person to whom it discloses Confidential Information in accordance with these ITT Conditions only uses the Confidential Information for the Agreed Purpose.
- 2.21 The Respondent must not, without the ICC & CWI’s prior written consent (which consent may be withheld by the ICC & CWI in its sole and absolute discretion):
- (a) use or permit any person to use the Confidential Information for any purpose other than the Agreed Purpose;
 - (b) permit unauthorised persons to have access to places where Confidential Information is displayed, reproduced or stored; or
 - (c) make or permit any copying, scanning, transcribing, re-writing or otherwise recording the Confidential Information or any part of it in any way other than for the Agreed Purpose.
- 2.22 The Respondent must:
- (a) establish and maintain effective security measures to safeguard Confidential Information of the ICC and ICC & CWI from access or use not authorised by these ITT Conditions; and
 - (b) keep Confidential Information under its control.
- 2.23 The Respondent must immediately, at the ICC & CWI’s written request:
- (a) return to the ICC & CWI
 - (b) destroy and certify in writing to ICC & CWI the destruction of; or
 - (c) destroy and permit the ICC & CWI to witness the destruction of, all Confidential Information of the ICC & CWI in the Recipient’s possession or control.
- 2.24 The Respondent must not make any Public Announcements in relation to this ITT Process or any matters relating to it unless it first obtains written consent from the ICC & CWI. If the Respondent makes any Public Announcement at any time without the prior written consent of the ICC & CWI then, without prejudice to any other right or remedy available to it, the ICC & CWI reserve the right to reject the Proposal without notice, whether or not the Respondent has been advised it is successful or unsuccessful. The ICC & CWI reserve its right to pursue all additional or alternative remedies available to

it to the fullest extent of the law.

- 2.25 The Respondent must not create or seek to create any association (whether promotional, commercial or otherwise) with any of the Tournament, the Host, the ICC & CWI or the Marks, in each case whether in relation to this ITT Process or otherwise.

3. Submission of Proposal

- 3.1 The Respondent shall submit its Proposal, in English, using the Proposal Response Template, on or before 5pm (ECT) on the Closing Date set out in Part B (Closing Date and Evaluation Criteria).

- 3.2 Respondents are to seek appropriate commercial and legal advice and guidance before submitting a Proposal. Once Proposals have been received by the ICC & CWI no further commercial or legal revisions that constitute a change to the Respondent's original Proposal will be accepted.

- 3.3 Each Proposal submitted by a Respondent must:

- (a) be in the form of the Proposal Response Template;
- (b) include all information required by this ITT (including, in particular, the Proposal Response Template). If any information is not included or any requirements of the ITT or the ITT Conditions are not met, the facts and reasons for the Respondent doing so must be clearly set out in the Statement of Compliance in the Proposal Response Template. The ICC & CWI may at its absolute and sole discretion reject any Proposal that does not strictly comply with the requirements of the ITT or ITT Conditions;
- (c) be authorised by the Respondent or by an authorised representative of the Respondent. The Respondent must provide evidence of any authorisation on request by the ICC & CWI;
- (d) be submitted (in accordance with clause 0) before the Closing Date; and
- (e) be clearly marked "*Request for Proposal – Media Strategy, Buying and Planning Services (Media Agency)*"; and

The Respondent shall submit its Proposal in accordance with the following process. Each Proposal shall be sent via email to marketingITT@icc-cricket.com and marketing@cricketwestindies.org

Non-compliant Proposals

- 3.4 The ICC & CWI will not be obliged to consider any Proposal submitted later than the Closing Date or otherwise not totally in accordance with the ITT Conditions (although it may consider such a Proposal at its sole discretion).

- 3.5 Proposals having alterations, erasures or in which any price(s) in the price schedules are not clear and legible may be excluded from consideration at the sole and absolute discretion of the ICC & CWI. Where any prices in the price schedules are inconsistent the lower price will prevail.

Extension of Closing Date

- 3.6 The ICC & CWI may extend the time for a Respondent to lodge a Proposal at its discretion at any time prior to the Closing Date by giving written notice of the extension to the Respondent.

Binding and irrevocable offer

- 3.7 The submission of a Proposal will constitute a binding and irrevocable offer by the Respondent to provide the Services to the ICC & CWI in accordance with the Proposal, which offer cannot be amended or withdrawn after its date of submission (in either case unless requested by the ICC & CWI).
- 3.8 The ICC & CWI may treat the Proposal as the Respondent's best offer without and despite any further enquiry.
- 3.9 The Proposal must remain fixed and open for acceptance by the ICC & CWI for 50 days from the Closing Date.

No contractual relationship established.

- 3.10 This ITT is an invitation to submit a Proposal only and does not constitute a tender, a contract granting rights, an offer to grant rights, or an offer to acquire any goods and or services that is capable of acceptance. Submission of a Proposal does not create a contract for the provision of the Services in any way unless and until the Proposal is accepted by the ICC & CWI. And the parties execute an Agreement.
- 3.11 The issue of this ITT and the submission by the Respondent of a Proposal does not create any obligation on the ICC & CWI to buy any goods and or services from the Respondent, or to enter into any binding legal relationship with any one or more Respondents. The ICC & CWI is not obliged to accept or consider any Proposal in full or in part or any responses or submissions in relation thereto and the ICC & CWI May reject any Proposal, responses or submissions (or any part thereof) and, in its sole discretion, may refuse to award any business in connection with this ITT.

Respondent warranties

- 3.12 In participating in the ITT Process and/or in submitting a Proposal, the Respondent hereby warrants and represents to the ICC & CWI, on its own behalf and on behalf of any other party to its Proposal that:
- (a) its Proposal and all documentation, information and/or communications contained or referred to therein is true, accurate, authentic, up-to-date and not misleading in any respect or particular, including, without limitation, by omission

of any material, information or facts and that the ICC & CWI is fully able to rely on the accuracy and authenticity of any and all such information, documentation, representations and/or communications and/or the contents thereof. If, after submitting its Proposal there is any change in the Respondent's circumstances or any other event occurs which may adversely affect and/or impact such information and/or representations and/or the manner in which they may be interpreted by the ICC & CWI, the Respondent shall promptly notify the ICC & CWI in writing setting out the relevant details in full;

- (b) it will (at its own cost) provide all necessary assistance and make available relevant personnel to the ICC & CWI in connection with any due diligence undertaken by the ICC & CWI in relation to verifying and/or clarifying elements of the Proposal whether in connection with the finalisation of its recommendation or otherwise including, but not limited to, provision of documentation, information and/or communications and/or advice from relevant third parties within seven calendar days (or such other period of time as may be required by the ICC & CWI) following receipt of the request for that documentation, information, communications or advice; and
- (c) its Proposal and any and all funding arrangements and all elements thereof will comply in full with all relevant, necessary, applicable and desirable legal requirements, authorisation, notification, procurement and/or consent procedures as may be required by relevant regulatory authorities or other applicable bodies (national and/or pan-national) including, without limitation, state aid or analogous provisions.

4. Evaluation of Proposal

Process of evaluation

- 4.1 The ICC & CWI will conduct the evaluation of the Proposals and selection of its proposed Successful Respondent(s) in its sole discretion. In doing so, the ICC & CWI will evaluate Proposals jointly with the ICC in recognition of the ICC's ownership of the Tournament and with any other entity it considers to be relevant for the evaluation process. As such, any reference to the ICC & CWI in this clause 4 shall be regarded as including a reference to the ICC.
- 4.2 The ICC & CWI will endeavor to complete the evaluation process in a reasonable time after the Closing Date.

Evaluation of Proposals

- 4.3 It is incumbent upon the Respondent to demonstrate they have the appropriate qualifications, experience and solutions required to fulfil the Scope of Work and deliver the Services. The criteria that will be used by the ICC & CWI to evaluate a Proposal will include, but not necessarily be limited to the evaluation criteria set out in item 2 of Part B.

The ICC & CWI may request a Respondent to submit additional information concerning its Proposal or otherwise demonstrate to its satisfaction that the Respondent is able to meet the requirements of this ITT before any Proposal is accepted. If the Respondent fails to submit any

information requested by the date and time stipulated by the ICC & CWI, The ICC & CWI may decide that the Proposal is not to be considered further.

- 4.4 If the Respondent does not submit a Proposal that addresses all the requirements of this ITT, the ICC & CWI reserves the right to disregard the entire Proposal or to source those other supply requirements from a third party. The Respondent may, as an alternative, wish to itself source some elements of the Services from a third party. The ICC & CWI will consider a Proposal on these terms, although any such subcontract of Services will be subject to the ICC & CWI's prior written approval.
- 4.5 A Respondent may be required to present its Proposal to the ICC & CWI management or board. the ICC & CWI will advise Respondents of the requirement to make any presentation or Proposal clarification. The ICC & CWI may regard certain information relating to personnel, subcontractors and consultants included in the Proposal as essential to the overall quality of the Proposal. Accordingly, the ICC & CWI may request approval from the Respondent to obtain independent confirmation from those relevant parties of the information contained within the Proposal. In the event that the Respondent does not provide approval for the ICC & CWI to seek such confirmation, then the ICC & CWI reserves the right to exclude the relevant information from the Proposal.

ICC & CWI Discretion

- 4.6 The ICC & CWI has absolute and sole discretion in relation to the ITT Process, including but not limited to the evaluation of Proposals and the selection of a preferred or Successful Respondent(s). In particular, the ICC & CWI:
- (a) is not bound to accept the lowest priced Proposal;
 - (b) may accept one or more Proposals, or negotiate with one or more preferred Respondents;
 - (c) may accept the whole or any part of a Proposal, and may accept a Proposal either conditionally or unconditionally;
 - (d) may award separable parts of the Scope of Work to different Respondents;
 - (e) is not bound to accept any Proposal or to enter into an Agreement;
 - (f) may withdraw the ITT at any time; and
 - (g) reserves the right to accept non-conforming Proposals.
- 4.7 The ICC & CWI is not under any obligation to enter discussions with Respondents in relation to the selection or rejection of a Proposal or give reasons for accepting or not accepting any Proposal.

5. Selection and appointment of Successful Respondent(s)

Appointment of one or more preferred Respondents

- 5.1 The ICC & CWI may select one or more preferred Respondents by notice in writing to allow those preferred Respondents to negotiate with the ICC & CWI. The ICC & CWI shall not be implied to have accepted any Proposal in the event that it makes such a selection. During these negotiations the ICC & CWI may request further information from each of the preferred Respondents and the terms of the preferred Respondents' Proposals may be amended. The ICC & CWI reserve the right to make the appointment of the Successful Respondent(s) subject to such further terms and conditions as it considers appropriate in relation to the provision of the Services.
- 5.2 After evaluation of the Proposals and, if applicable, negotiations pursuant to clause 5.1, the ICC & CWI shall, in its absolute discretion, confirm which Respondent(s) (if any) it proposes to appoint as the Successful Respondent(s). While the ICC & CWI may appoint a preferred Respondent as a Successful Respondent, it is under no obligation to do so.

Process for finalisation of ITT Process

- 5.3 When the ICC & CWI has selected one or more conditional Successful Respondent(s), it will notify the conditional Successful Respondent(s) in writing. A Successful Respondent(s) will not be announced or finalised until there is unconditional acceptance of an Agreement in accordance with clause 6.

6. Agreement

- 6.1 The appointment of the Successful Respondent is subject to the conclusion of the legally-binding Agreement governing all rights and obligations related to the Services. Each Respondent agrees and acknowledges that the ICC & CWI shall have the absolute right to determine at its absolute discretion whether or not negotiations in relation to the Agreement shall be conducted on an exclusive basis.
- 6.2 The Agreement shall be prepared by the ICC & CWI and shall set out the terms and conditions upon which the Services will be provided by the Successful Respondent. The Agreement will include a detailed description of the Services to be provided to the ICC & CWI and, in addition, any other terms and conditions which are required by the ICC & CWI (whether arising from the specifications of the Proposal of the Successful Respondent(s) or otherwise). The ICC & CWI reserves the right to make any amendment to the Agreement, whether the amendment is a material change or not, at any time in the course of the ITT Process or in any negotiation of the Agreement with a Respondent including up until the Agreement is executed by both parties.
- 6.3 In consideration of the desirable contractual structure for the Services in light of the location and identity of the Successful Applicant, the ICC & CWI may (at any time prior to execution of the Agreement) elect for the Agreement to be between the Host (or other appropriate entity rather than ICC & CWI and the Successful Respondent.

- 6.4 It is intended that the Agreement shall be concluded and signed within 21 days of the date on which the ICC & CWI provide notification of its proposed appointment of a preferred Respondent. Without prejudice to any of its other rights or remedies, if a Respondent fails to execute the Agreement as determined by the ICC & CWI within 21 days (or such other period of time as notified by the ICC & CWI) after the date the Respondent receives notification that it was the conditional Successful Respondent, the ICC & CWI may, at its sole discretion, cancel its award of the Proposal to the Respondent and recover from the Respondent any losses the ICC & CWI has sustained as a consequence of the Respondent's failure to fulfil its obligations.
- 6.5 Each Respondent should provide satisfactory evidence to the ICC & CWI in its Proposal of its financial standing and of its ability to meet the commitments it makes in its Proposal. The ICC & CWI reserves its right to require appropriate bank guarantees and/or parent company performance guarantees in addition to the Agreement.
- 6.6 The Agreement executed by the ICC & CWI and the successful Respondent will exclusively govern the relationship between the parties for the term of the Agreement.

7. No right of recourse

- 7.1 Any decision made by the ICC & CWI in relation to the award of the Proposal will be final. A Respondent is not entitled, in any jurisdiction, to challenge any decision by the ICC & CWI, including the following decisions:
- (a) to appoint any preferred Respondent(s);
 - (b) to reject or refuse to consider a Proposal; or
 - (c) to cancel the ITT Process at any time.
- 7.2 The ICC & CWI and any of its respective employees, members, directors, advisers or other representatives shall not be liable for any costs, losses, damages or expenses incurred by a Respondent in preparing and lodging a Proposal irrespective of whether the Respondent is successful or not successful, and shall not be liable in contract or tort (including, without limitation, negligence) for any damage, loss (including loss of profits or business or other economic loss) cost (including legal costs) or other adverse effect to the Respondent or any other person in relation to this ITT Process.
- 7.3 In participating in the ITT Process and/or in submitting a Proposal, a Respondent expressly waives, and it will procure that any third party connected with its Proposal expressly waives, any right of action it may have against the ICC & CWI with regard to the ITT Process, the decision to award rights to a particular Respondent or other matters related to the ITT Process.

8. Sustainability

The ICC & CWI shall develop and integrate good sustainability practices into the delivery of the Tournament and will work with all interested parties, including staff, customers, service providers, suppliers and local communities to minimise any negative environmental and social impacts and to maximise the positive impacts of the Tournament. As a minimum we will meet, and intend to exceed, all relevant legal requirements relating to, but not limited to, energy use and performance, carbon emissions, waste management and recycling, water use and venue access. We expect all supplier and service providers to actively engage with the sustainability programme and contribute to its success. Detailed requirements are being developed. Sustainability performance will be included in and will be assessed as part of the ITT Process with detailed KPIs to be developed. In participating in the ITT Process, you agree to work with the ICC & CWI to optimise the sustainability performance of the Tournament.

9. Legal provisions

Rights reserved.

- 9.1 Each Respondent acknowledges that save as set out in an Agreement (as applicable), all rights and opportunities in and in relation to the Tournament shall be exclusively reserved by the ICC or ICC & CWI (as appropriate).

Entire agreement

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

Indemnity

- 9.3 Each Respondent shall indemnify and hold harmless the ICC and ICC & CWI with respect to all and any liability to any third party arising out of or in connection with the ITT Process and/or any breach by a Respondent (or any party or parties for which a Respondent is responsible) of the terms and conditions set out herein, any Laws and/or any other act or omission.

Conflicts and collusive behaviour

- 9.4 A conflict of interest arises when a Respondent's integrity, objectivity or fairness in performing the services is at risk due to a personal interest or conflicting business arrangement of the Respondent, or a person or organisation associated with the Respondent.
- 9.5 Respondents must disclose in their Proposal any potential or actual conflicts of interest that they may have or may be perceived to have in respect of their responsibilities to the ICC & CWI and other parties in the course of delivering the services, should they be selected as a Successful Respondent. Respondents with such conflict or perception of conflicts must specify within their Proposal how they will manage the conflict or perception of conflict to provide assurance that it will not adversely impact the performance of any Services.
- 9.6 The Respondent and any person or organisation associated with the Respondent must not directly or indirectly provide any form of inducement or reward to any employee or shareholder of the ICC & CWI or any of their respective representatives in relation to this ITT Process.
- 9.7 Without prejudice to any criminal liability a Respondent may attract and any other remedies available to the ICC or the ICC & CWI, each Respondent undertakes that it shall not:
- (a) fix or adjust the costs of its Proposal by or in accordance with any agreement or arrangement with any other party;
 - (b) communicate to any party the costs or approximate costs of its proposed Proposal or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Proposal or insurance or any necessary security);
 - (c) enter into any agreement or arrangement with any other party that such other party shall refrain from submitting a Proposal;
 - (d) enter into any agreement or arrangement with any other party as to the costs of any Proposal submitted; and/or
 - (e) collaborate or collude with any third party (including, without limitation, any referee of the Respondent whom the ICC & CWI contacts in relation to the Respondent) with a view to unfairly influencing the outcome of the ITT Process or otherwise misleading or concealing information from the ICC & CWI

Governing law and jurisdiction

- 9.8 The ITT Process and any and all related documentation, correspondence (including, without limitation any Proposal and/or ITT Documents), any non-contractual obligations and any agreement entered into between the ICC & CWI or any of its affiliates and any Respondent or prospective Respondent shall be governed by and interpreted in accordance with English law and any dispute arising from or in relation to the same shall be subject to the exclusive jurisdiction of the English courts.

Part B CLOSING DATE AND EVALUATION CRITERIA
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Item 1 Closing Date and Time

2nd February 2024, 5pm, EST

Item 2 Evaluation Criteria

The ICC & CWI will assess each Proposal in accordance with evaluation criteria which may include, without limitation and in no order:

General

- previous and recent experience of successfully providing media strategy, buying and planning services for a comparable global/regional event or activity;
- proven capability to operate across Caribbean
- leading edge, scalable, robust and reliable software and technology;
- ability to attend face-to-face meetings at the Host's offices;
- experienced and suitably qualified staff in Caribbean;
- ability to integrate with other service providers to the ICC & CWI; and
- staffing and financial resources to fulfil obligations to the ICC & CWI over the life of the Agreement.

Respondent's Proposal

- comprehensiveness and quality of the Proposal in response to this ITT.

Comprehension of Services and tasks

- demonstrable understanding and acceptance of the ICC & CWI requirements generally and the Scope of Work.

Experience, capacity, qualifications, skills and quality

- technical and management capacity;
- qualification and skills;
- past experience and expertise of proposed team in similar like scale projects (including reference checking);
- capacity and resources of the Respondent to deliver the Services;
- quality of the products or service being offered;
- demonstration of exceptional customer service; and
- extensive sports and events database and marketing capacity.

Relationship Management

- fit with the ICC & CWI and the interpersonal skills of individuals involved.

Price and Costing Approach

- pricing competitiveness.

Risk Management

- risk management capability;
- ability to meet project timelines; and
- comprehensiveness and suitability of the Respondent's Risk Management and Business Continuity Plan.

Financial Viability

- company information (background and credentials), financial performance and structure, including financial security and stability.

Compliance

- total compliance with the ITT Conditions; and
- knowledge of, and adherence to, Laws and regulatory obligations and standards.

Sustainability

- provision of existing corporate policies and practices in relation to sustainability and environmental impact
- commitment to environmentally sustainable processes and procedures in relation to the Tournament

Respondents must specifically address each of the above evaluation criteria within their Proposal.

Part C
SCOPE OF WORK

TOURNAMENT OVERVIEW

The ICC, CWI and T20WC USA Inc. and their key stakeholders are unified in their ambition to stage the greatest ICC Men's T20 World Cup and to welcome new and existing fans to share in the excitement of this global sporting event.

With the best players going head-to-head, the event will connect cricket's one billion plus fans and invite new fans 'to be part of' the Tournament. We will innovate to deliver the best ever player and fan experience to entertain and celebrate the most exciting and competitive cricket tournament ever.

The previous edition of the ICC Men's T20 World Cup was staged in Australia in October to November 2022. More than 800,000 tickets were sold across 30 match days, with the Melbourne Cricket Ground in Melbourne recording capacity 90,000 crowds three times. Almost 1,000 members of the world's media were accredited and over 1.2 billion persons worldwide watched the tournament live across 102 countries.

Twenty teams will contest the 2024 edition of the Tournament in the 20-over T20 International (T20i) format.

Tournament Summary

- 20-over format featuring the world's top twenty T20 international (T20i) teams.
- The tournament will take place across the West Indies and USA in June 2024.
- The tournament will be split into four rounds - Group Stage, Super 8s Stage, Semi Finals and Final.
- A total of 55 matches will be played across the tournament with a dedicated number of those matches to be played in the USA. These matches will be Group Stage matches.
- Group Stage – The 20 teams participating in the Tournament will be split into four 4 groups, five 5 teams per group, with each team playing one match against the other teams in their group.
- Super 8s Stage – The top two 2 teams in each group will move into the next round called the Super 8s. The eight 8 teams will be split into two 2 groups of four, with each team playing one match against the other teams in their group. In each Super 8s group there will be a total of six 6 matches.
- Semi-Finals – The top two teams from each group of the Super 8s will advance to the Semi-Finals. The four teams will be paired, and each will play one play one knock-out match for a chance to make it into the Final.
- Final – The two winning teams from the Semi Finals will advance to the Final. The winner of the Final will take home the ICC Men's T20 World Cup 2024 trophy.
- The full Tournament schedule is yet to be announced.

TOURNAMENT ESSENCE

Overview of T20 World Cup

T20	Revolutionized and innovated the entire game
Definition	The shortest version of international cricket is attractive to spectators at the ground and viewers on television. A perfect combination of entertainment and skill with the intricacies of everything that is cricket, inspiring the next generation. Every single ball counts and brings with it great intensity and vibrancy. Demanding tactical skill, adaptation and exciting drama. An absorbing, explosive all-round cricket experience. Promotes fitness, strength and agility and the development of innovation and new specialist skills.
Role of the format	It is the discovery vehicle for new fans and emerging nations. T20 transcends demographics, is multi-generational, attracts new fans (accessible) and drives the growth in popularity of the sport. It can appeal to time poor society and meets the need for instant gratification.
T20 World Cup – Event Proposition	It is cricket amplified. Every ball is an event, every big hit a thrill and every player a star, T20WC is an event worth sharing. Fast-paced, high-energy cricket and pulsating adrenalin-rush entertainment. The World Cup provides an economic legacy and is commercially vital for the game.
Attributes of the T20 World Cup	Innovative, modern, playful, bold, inclusive, energy, entertainment, fast paced, every over matters, inspiring, tribal, social, theatrical, nation v nation. Fast-paced, thrilling, high-energy, heavy-hitting cricket that entertains
Core audience	Traditional & diehard audience with the opportunity to deepen engagement with younger and casual fans of all ages. A chance to connect further with sports socialites and entertainment seekers.

All ICC events share the following attributes: World-class, inspirational, best v best, national pride, collective celebration, inclusive, diverse, brings people together.

T20 format

The explosion of T20 cricket has helped cricket to grow globally and is played, watched, and loved in more places than ever before. With over one 1 billion fans and enjoyed by over 300 million players, cricket is among the world's leading team sports.

T20 was invented 21 years ago with the sole aim of making cricket more exciting, more digestible and more relevant in today's society. The result is that T20 is an exciting, electric brand of cricket, which has innovated and changed the way the whole game is played - from ODI's to Test cricket - leading to the creation of male and female domestic franchise leagues which are continually evolving and expanding.

Cricket lovers are drawn from all sections of society The game's fan base is split approximately 60:40 between men and women, and appeals to young and old alike, with an average fan age of 34 years. Cricket's support base is not only vast, but hugely loyal. The game's fans are famed for their dedication to their favourite teams around the world.

Tournament Vision

Invite the world to the biggest Cricket Carnival ever staged.

Tournament Purpose

Entertain and inspire a new generation of fans throughout the Americas and beyond to grow the sport.

Tournament objectives

1. **Connect** with the world – The largest ICC event ever will open the door to new audiences and connect the next generation of fans to the Cricket Carnival wherever they are in the world.
2. **Entertain** the world – Nothing entertains like Cricket and Carnival, and this unique vibe will excite fans wherever they are in the world and provide memorable experiences that are social, fun, and shareable.
3. **Inspire** the world – Use the power of Carnival, the global reach of the event and the spirit and diversity of Cricket to create new heroes and inspire a new generation of lifelong cricket fans.
4. **Excellence** in our world – Create the stage for Cricket to shine with world class pitches, world class venues and world class broadcast and digital content delivered by a world class team whose members challenge each other to think beyond traditional limits.

OVERVIEW OF THE SCOPE OF WORK

The ICC & CWI intend to appoint a media planning and buying agency to develop and deliver media stratification, planning, implementation, buying and measurement of ICC & CWI's traditional media buy across Caribbean markets.

The ICC & CWI will share a central communication and campaign route that should be used across media platforms keeping innovation, reach and engagement with the audience at the core of our objectives.

The campaign will be spread across multiple touchpoints over the months of build-up, during the tournament and the Finals phase of the tournament.

A significant factor in delivering a successful Tournament will be creating and delivering a compelling, traditional media plan that leverages the rarity of the event and the quality of cricket and players involved, using multiple platforms over a number of distinct phases, targeting the Caribbean public to engage with and drive spectators to and viewership of the Tournament.

Alongside all of our other Tournament operations, our media agency will be required to deliver outstanding operations and work together with all stakeholders as one team to deliver the Tournament plan.

This ITT details several proposed key deliverables, but deliberately provides flexibility for Respondents to develop innovate and impactful responses that will achieve the desired objectives.

Campaign Objectives

The Tournament vision is to 'invite the world to the biggest Cricket Carnival ever staged' and this will entail three key objectives for Respondents to address in their Proposals:

- A. To reach and engage primarily an audience aged 15-30 (and secondary objective reach the core cricket audience) across the West Indies to build awareness, interaction and ultimately attendance in Tournament matches and activities.
- B. Promoting cricket in these regions and expanding the global reach of the tournament.
- C. To drive ticket sales for all matches along with attendance at Tournament events e.g., Trophy Tour, Fan Park and other activations.

Media Strategy, Buying and Planning Services (Media Agency) ITT Timeline

Week Commencing	
2 nd Feb 2024	ITT published
9 th February 2024	Responses in by 1700 EST
Week commencing 12 th February 2024	Shortlisting of Agencies and Pitch Presentation to key Marketing and Communications stakeholders across the cricket family
16 ^h February 2024	Appointment and contracting

Note: the above timeframe and process is indicative only and subject to change at any time in the ICC, CWI and T20WC USA Inc. absolute discretion.

ICC Men's T20 World Cup 2024 Milestones

- Campaign launch -Feb 22nd
- Tickets on sale- Feb 22nd 2024
- Trophy Tour launch
- Anthem Launch – March/April
- Schools and Club Programme
- Ambassador & Influencer programme launch.
- Cricket 4 Good (ICC CSR programme) in partnership with UNICEF/new global CSR partner
- Captains' Day x2 – One event in the West Indies and one in the USA
- 200 Days to Go
- 100 Days to Go
- 50 Days to Go
- One month to go
- One week to go

Agency Deliverables

The Preferred Respondent will clearly outline in their proposal how we leverage the build up and create a noise like no other around a World Cup in the Caribbean

Opportunity Sizing & Target Audience Ratification

Demographic and psychographic mapping to include:

- a) Cricket fan insights and agency non-fan insights
- b) What is the size of the core and non-core audience
- c) What are the key metrics to differentiate between the two audiences (demographics or psychographics)
- d) What are their cohorts and where are these cohorts present across all mediums in traditional media
- e) What cohorts, affinity/passion points are recommended in targeting, justify with potential opportunities, share the strategy to own Share Of Voice (SOV) and the estimate funnel results
- f) How do we look at building incremental reach/frequency from the announcement to (refer to milestones) the commencement of the tournament to build excitement, tune-ins and high chatter around the tournament?

Media strategy

Support the development of an integrated Strategic Marketing Plan

- a) What is the media strategy to create a traditional media plan and reach & interact with the maximum number of relevant people across the Caribbean
- b) What should be the Media Strategy Playbook and Mediums Contribution to the overall objectives across
 - i) Television
 - ii) Radio
 - iii) Outdoor (OOH & DOOH)
 - iv) Airport branding
 - v) Print
- c) How does the above come together to deliver the objective of the
 - i. Primary Audience 15-30 years
 - ii. Secondary Audience – cricket lovers and event goers
- d) What's the role of each platform.
 - a. Strategic Approach (across mediums)
 - i. Reach + Frequency Building
 - ii. Ticket Sales in host locations
 - iii. Key Milestones (mentioned above)

- iv. Key Events / Dates / Festivals
- b. Innovation Approach
 - i. Use of Technology
 - ii. Use of Innovative Formats
 - iii. Integration of Creative thought across mediums

Media planning

- a) How does all the strategy flow into the planning funnel?
- b) What does the media mix and investment mix look like for each of the campaign types?
- c) What is the role of each platform and how do we avoid duplication and increase the KPIs
- d) Audience Planning Methods & Data Partners being used for planning & targeting.

Media buying

- a) What is the media buying playbook to ensure efficient utilization of budgets and maximize Return on Advertising Spend (ROAS)?

- b) What should be our offline (TV, Print, Radio, OOH) media buying strategy to deliver optimal geo mix, channel mix, placement etc towards achieving the plan KPIs & best in category cost efficiency?
- c) What will be our approach for exception handling on media deals? (Exceptions = match cancellation / reduction in duration of a match / key player(s) not playing on a given match day owing to ill health / fitness / any personal reasons.)

Campaign Measurement:

- d) Proposed impact measurement for all media
- e) Proposed research / data sources / tech / analytics solutions to execute the framework.
- f) Campaign Dashboarding & Reporting
- g) Campaign Measurement & Optimisation on Audience/Geography/Creative level Performance
- h) Frequency of Reporting x Medium
 - i) Reporting Learning (and the lead-time required) to implement learnings across the plan.
 - ii) Approach for applying learnings to drive media buying efficiencies.

Key Performance Indicators

The key performance indicators will be developed in partnership with the agency but will be structured around the following:

1. Revenue – measured by ticket sales and database growth.
2. Reach – Awareness against the target audience groups identified above across a range of platforms.
3. Engagement - Engagement levels with the target audience groups identified above across a range of platforms to make cricket the number one sport in the minds of the under-30 demographic.
4. Innovation - The innovations used across mediums to attract the core and non-core audiences and create the excitement of the greatest tournament coming their way.
5. Technology & Partnerships - Effective use of technology across all the processes of planning, buying and measurement.

Budget

The overall budget is still being finalized; however, all parties have agreed that the media budget will be of a nature to finance a world-class event.

OTHER CONSIDERATIONS

Existing Channels Available

The ICC & CWI lead and manage the digital channels and shall work in collaboration with the marketing and media agencies to develop relevant content for fans around the Tournament.

Broadcast

The list of broadcast partners for the Tournament is evolving, and these should be seen as which to collaborate to build reach and engagement.

1. USA& Canada – Willow TV
2. UK & ROI – SKY
3. Sub Saharan Africa – SuperSport
4. India – Disney Star (Digital) & Zee (Broadcast)

We are also currently finalising contracts for the Caribbean, Australia and New Zealand regions. Broadcast Partners in other territories will be advised as they are finalised.

Staffing

It is anticipated that the successful agency is an extension of the ICC & CWI marketing and communications team and our arms and legs on the ground in India delivering the campaign on an operational basis

(1) APPENDIX DOCUMENTS

The following documents should be found enclosed together with this ITT.

1. Proposal response template
2. The ICC brand assets and guidelines document.

Appendix I PROPOSAL RESPONSE TEMPLATE
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Proposal response notes

The Respondent should note the following points in preparing its Proposal:

- (a) the Proposal should be prepared in a standard PowerPoint or PDF format with accompanying documents as necessary.
- (b) as part of its Proposal, each Respondent is required to provide a statement confirming their agreement to and compliance with the terms of this ITT (see Schedule 1 below). Any areas of potential non-compliance must be clearly indicated. The inclusion of this statement is not included within the total page count.
- (c) Schedules 1-3 below must be completed and should appear at the back end of your Proposal.

SCHEDULE 1: RESPONDENT DETAILS

NAME OF RESPONDENT:	
COMPANY NUMBER:	
DATE AND PLACE OF INCORPORATION:	
REGISTERED COMPANY ADDRESS:	
ADDRESS FOR SERVICE OF NOTICES:	
KEY CONTACT PERSON (NAME AND POSITION)	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	

RESPONDENT DETAILS

Date Business Commenced:		Total Employees:	
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KEY PERSONNEL

Function	Name	Position	Competency	Estimated time commitment*
<i>E.g. Executive Partner</i>	<i>John Smith</i>	<i>Managing Director</i>	<i>(Insert relevant skills)</i>	<i>10%</i>

*Estimated time commitment to be contributed by the key personnel to this project of their total time.

Note - Additional personnel can be added on a separate sheet.

Shareholders

Provide names of shareholders holding 20% or more of any issued capital in the company registering the interest.

Audited Financial Statements

Details (including supporting documents) of the Applicant's financial status including, but not limited to, details of the most recent audited reports and accounts (last 3 years),

Referees

The ICC & CWI reserves the right to seek references from at least three of your existing or previous customers. Please provide a contact name, job title, email address and telephone number for three such referees who:

- (a) you have recently provided with services or a solution that is similar to the ICC & CWI's Scope of Work; and
- (b) have given you permission for the ICC & CWI to contact them in relation to your ability to provide the Scope of Work (and please provide details of when and how each referee would be happy to be contacted by the ICC & CWI).

Intellectual Property

Provide a description of any restrictions on the ICC & CWI's use and development of any part of your proposal in relation to the ICC & CWI's Scope of Work, including:

- (a) intellectual property that the ICC & CWI may have or create in relation to the ICC & CWI's Scope of Work.
- (b) intellectual property that you may have or create in relation the ICC & CWI's Scope of Work; and
- (c) intellectual property developed by you and/or the ICC & CWI in relation to the ICC & CWI's Scope of Work

STATEMENT OF COMPLIANCE

I confirm on behalf of the Respondent that the Respondent: (please delete as relevant)

* complies and shall continue to comply in full with the terms and conditions set out in the ITT

* does not comply with the terms and conditions set out in the ITT.

I confirm there is no actual or perceived conflict of interest in the Respondent making this submission, or if successful, in providing the Services other than has been declared in writing to the ICC & CWI

I confirm I am fully authorised to provide this declaration on behalf of the Respondent.

Signed.....

Name:

Position:

Date:

SCHEDULE 2: CURRENT AND PROJECTED WORKLOAD

Please include a summary of current projects and clients (as at your response date) and other projects confirmed or proposed to be delivered by you around the time of delivery of the Services.

SCHEDULE 3: DETAILS OF SUPPLY PROPOSAL

1. Services Proposal

1.1 Please describe and explain your proposed Media Strategy, Planning and Buying services delivery to meet the objectives and requirements set out within this ITT.

2. Experience of major events or equivalent

2.1 Please describe how you believe that your experience from previous major global sporting events or an equivalent will enable you to deliver the Scope of Work required by the ICC & CWI for the Tournament.

2.2 What relevant experience do you have in the USA and Caribbean and in relation to global cricket competitions?

2.3 Please explain what you consider to be your most relevant case study, details of the services that you provided and why you feel this experience will enable you to deliver the Scope of Work

3. Project management experience and staffing

3.1 Please indicate who you are proposing as your Account Director/Manager and how you believe their experience makes them suitable for this role. Please indicate staff that will be available in Caribbean for face-to-face meetings.

3.2 Please indicate the size and composition of the proposed team (including proposed organisational chart, respective responsibilities and escalation paths) and how you believe their experience makes them suitable for this role.

3.3 Please explain how the structure, composition and experience of your project team would ensure consistent service levels throughout the Caribbean.

3.4 Please indicate your ability to change staffing rapidly during the Tournament as required.

4. Project design and implementation

4.1 Please provide an in depth “reverse brief” whereby the Respondent details their understanding of the Scope of Work delivery requirements and strategies.

4.2 Please set out in detail the key principles and issues which you believe are important to the successful provision of the Scope of Work.

- 4.3 Please provide an overall project summary including an implementation plan outlining how you will manage your resources to meet the Scope of Work.
- 4.4 Please set out a proposed detailed project timeline, highlighting the key dates and milestones in the planning and implementation process. Please include details of any decisions that the ICC & CWI must make to allow you to meet your timetable.
- 4.5 Please explain in detail (including formats, frequency and project team members involved) how the Respondent would report progress, both formally and informally, during each phase of the media plan.

5. Risk Management

- 5.1 Please describe how you will manage risks associated with the delivery of the Services.
- 5.2 Please describe your business continuity and disaster recovery processes to ensure the Services remain effectively uninterrupted notwithstanding force majeure events.
- 5.3 Please describe how you will ensure compliance with Laws (including privacy and any relevant industry standards).
- 5.4 The Successful Respondent shall obtain and maintain, at its own expense, comprehensive public liability and product liability insurance (with a reputable insurer acceptable to ICC & CWI with a minimum "A" grade S&P, Moody's or similar rating) to protect the Successful Applicant and ICC & CWI against any and all claims, actions, losses and damages arising out of the provision of the Services (including, without limitation, coverage for financial loss, efficacy and failure to fulfil function) up to a minimum amount of US\$10,000,000 (ten million United States dollars) for any one claim (or in aggregate in respect of product liability). The Successful Applicant shall promptly provide evidence of such insurance to ICC & CWI upon request and shall immediately notify ICC & CWI should any occurrence serve to void such insurance. In addition, ICC & CWI has the right to request the Successful Applicant to take out and maintain throughout the Term appropriate professional indemnity insurance with a reputable insurer, in an amount not less than US\$5,000,000 (five million United States dollars) for any one claim, to cover any claim that may arise under or in connection with the Services, including but not limited to cover against defamation, negligence, malpractice, breach of duty or any other act or omissions in the performance of the Services. ICC & CWI shall be named as an additional insured under this policy and provided with

a copy of the policy if requested. The terms of the policy shall not operate to relieve the Successful Applicant of any of its liabilities under the Agreement.

6. Pricing

6.1 The ICC & CWI requires detailed information relating to the Respondent's costings and fees for providing the Services.

In order to be able to make a like-for-like comparison between bids, all prices and rates included in the Proposal should be in USD (inclusive of GST, VAT or similar taxes) and should be the best price (including discounts) that the Respondent offers to any of its customers in Caribbean. For clarity, the fee for services delivered is expected to include, but not be limited to:

- (a) Software;
- (b) Equipment;
- (c) Staff;
- (d) Production costs; and
- (e) Third party fees or licences.

Structure of fee proposal

6.2 Please detail the total cost of your Proposal in United States dollars (inclusive of all applicable taxes (e.g., GST, VAT or similar taxes), clearly identifying inclusions and exclusions and pricing separately each part of the scope of Services.

6.3 The Respondent's detailed budget should include a line-by-line breakdown of expenses. Full assumptions and specific costs should be provided to support how the pricing has been structured.

6.4 ICC & CWI's preferred payment schedule shall be determined following a review of the information provided by the Successful Respondent

6.5 The total cost of your Proposal provided in United States dollars (inclusive of all applicable taxes (e.g., GST, VAT or similar taxes), shall be subject to any deduction or liability for withholding tax as may be applicable, provided that in such circumstances ICC & CWI shall deliver to the Successful Respondent evidence that withholding taxes have been deducted and deposited with or paid to the relevant taxing authority and shall provide a certificate to the Successful Respondent in accordance with the provisions of the relevant law.

7. Additional Information

- 7.1 Please provide any additional information which should be taken into consideration by the ICC & CWI when assessing the Proposal.