



ANDHRA PREMIER LEAGUE - 2022

A BODY OF ANDHRA CRICKET ASSOCIATION

**Dr. YSR ACA-VDCA CRICKET STADIUM, D.NO.10-24/1, NH-16,
POTHINAMALLAYYAPALEM, VISAKHAPATNAM -530 041.**



APPLICATION FOR BIDDING AS FRANCHISEE FOR ANDHRA PREMIER LEAGUE – 2022 T20 TOURNAMENT		
1	Name of the Franchisee	
2	Address of the Franchisee	
3	Details of Authorised Representative of Franchisee	
4	PAN of the Franchisee	
5	TAN of the Franchisee	
6	GST Number of Franchisee	
7	Years of Franchisee bidding	One Year or Three Years
8	Details of payment of 50% Base Reserve price and application fee of Rs.10,000/-	
9	Bank account details of Franchisee	
	Account Number	
	IFSC CODE	
	NAME OF THE BANK	
10	Whether financial statements of last 5 years enclosed	

11	Details of average turnover of last 5 years (including 2021-22)	
12	Applicant shall submit undertaking stating in the following areas.	
	i) If any criminal cases pending or disposed	
	ii) If any tax evasion	
	iii) If defaulted in participation of any such tournaments as Franchisee in any of the previous occasions.	
13	Whether undertaking attached is properly filled or not	
Declaration		
I / We hereby declare that what is stated above is true and correct to the best of knowledge. I / We will abide by all the terms and conditions laid down by the Governing Council of ACA for participating in the Andhra Premier League T20 Tournament		

SIGNATURE

NAME :

DATE :

LETTER OF UNDERTAKING

I, _____, S/o, W/o, D/o _____, aged ____ years, acting in the role of Owner /Working/Director of Company/firm _____, am authorized representative of the company/firm. I do here by undertaking that _____ (company/firm) intend to participate in open Auction for becoming Franchisee in Andhra Premier League T20 Tournament, to be held at Visakhapatnam. I will abide to all the Rules and Regulations as well as guidelines given by ACA with regard to Andhra Premier League (APL) T20 Tournament 2022.

I hereby declare that the information given by me in the application is true and correct and I did not conceal any information required by ACA and relevant to the undersigned becoming a franchisee in APL T20 Tournament. In case of any miss-statement or suppression of any facts by me, I will take responsibility for such act, and I will abide by the decision taken by ACA/ Governing Council and I will not litigate in any court of law in this regard.

I will abide to the declaration given by me in column No.12 of Application for bidding as Franchisee for Andhra Premier League T20 Tournament 2022.

SIGNATURE OF THE APPLICANT

Andhra Cricket Association

**Request for Proposal (RFP)
for Franchisee rights for a
team in Andhra Premier
League 2022
T20 Tournament**

INTRODUCTION

- 1.1 The Andhra Cricket Association (“ACA”) is a society registered under society Registration Act 1860 and has its office at Dr. YSR ACA-VDCA Cricket Stadium, D.NO.10-24/1, NH-16, Pothinamallayyapalem, Visakhapatnam-530016. ACA is a Full Member of The Board of Control for Cricket in India and is the governing body of the game of Cricket in the state of Andhra Pradesh. The ACA intends to establish a Twenty20 cricket competition known as Andhra Premier League (the “League” or the “APL”) T20 Tournament. This document constitutes an invitation to tender to any person who wishes to own and operate a Team. In this document a “Team” shall mean a team which participates in the League, “Franchise” shall mean the business of the operation of the Team and “Franchisee” shall mean the person who has been awarded the right to operate a Franchise as a result of having made a successful Bid.
- 1.2 **The League will initially comprise six teams each identified with District/City name such as ;**
- | | | | | | |
|------------------|------------------|-----------------|--------------|------------|----------------|
| i) Anantapur | ii) Kurnool | iii) Kadapa | iv) Tirupati | v) Nellore | (South Zone) |
| i) Bezwada | ii) Guntur | iii) Ongole | | | (Central Zone) |
| i) Visakhapatnam | ii) Vizianagaram | iii) Srikakulam | iv) Godavari | | (North Zone) |
- Out of it, only two District/City names are mandatory in each zone. The Governing Council, ACA decision is final in naming the team which will play each other during the course of tournament culminating in playoff matches and a final match to determine the winner of the League. Each Team will be a squad of not more than 20 players.
- 1.3 The Season will, in respect of the League, last approximately 13 days during July in this year (although the period during which each Season takes place may be subject to change).
- 1.4 The 6 highest Bidders shall be awarded the right to own and operate a Team (subject to eligibility).
- 1.5 ACA requires Bidders to be present at the office of the ACA in Visakhapatnam mentioned above on 19th June 2022 at 10.00 am for the award of Franchises. After the award of the Franchises, the Franchisees will, on a date to be announced in due course, be invited to take part in the process for acquiring Players for their respective squads which is summarized in this document.
- 1.6 The Franchisee has to deposit Basic reserve price of Rs.70,00,000/- (Rupees Seventy Lakhs only) which includes the Players Auction Kit of Rs.30,00,000/- (Rupees Thirty Lakhs only) and expenses which includes Logistic, (Decent Accommodation with breakfast , lunch, dinner and laundry) and transportation from Hotel to Ground and

back and Rs.5,00,000/- (Rupees Five Lakhs only) to each team towards support staff fees.

- 1.7 Capitalized words and expressions used in the RFP shall have the meaning as defined in (Draft Franchisee Agreement) unless the context requires otherwise.

2. REQUEST FOR PROPOSAL

2.1 Invitation

ACA hereby invites tenders from reputed third parties to acquire the right and obligation to operate a Team in the manner described in this RFP.

2.2 Bid Objectives

To assist Bidders in understanding ACA's requirements, each Bid must be aimed at, amongst the other aims set out in this RFP, assisting ACA to seek to achieve the following (non-exhaustive and non-prioritised) objectives:

- (a) ensuring the widest possible audience for the League on all broadcast media and in the Stadium;
- (b) assisting to develop the game of cricket and players within the state of Andhra Pradesh;
- (c) maximizing and enhancing exposure wherever possible for each of the official sponsors of the League; and
- (d) Maximising the generation of revenue in respect of the League.

And in submitting their Bids, Bidders should demonstrate how they will be able to assist ACA in seeking to achieve the above stated objectives.

2.3 Eligibility to Bid

For the purpose of this RFP, any entity/ies anywhere in the world (which expression includes, as regards corporate entities, the Bidder and/or its parent or subsidiary company), which satisfy the following requirements as at the date of this RFP (or such other specific date as is specified in this RFP in relation to any individual criteria) are eligible to participate in this tender process and to submit Bids:

2.3.1 Fit and proper person

- (a) Each Bidder and, in the case of any corporate Bidder, any person who (directly or indirectly) Controls or is Controlled by any such corporate Bidder, and each Member of any Consortium must be a fit and proper person (including without limitation not having been convicted by a court of a criminal offence involving moral turpitude, but excluding traffic offences) and ACA reserves the right to reject any Bid from any Bidder, including without limitation any Consortium Bid, which in ACA's opinion and at its discretion does not satisfy this criteria.

- (b) The corporate entities of Bidders, including without limitation the corporate entities of members of Consortia, must not be incorporated in jurisdictions where the standards of corporate governance and financial regulation are unacceptable to ACA. In the event that any corporate entities which are shareholders in the Bidder, including without limitation those of members of Consortia, are incorporated in such jurisdictions including without limitation Mauritius or British Virgin Islands, the Bidder will be required to provide full details of all shareholders in such corporate entities including the ultimate beneficiaries thereof and any share transfers related thereto going back two years prior to submission of the Bid.

2.3.2 Consortia and Joint Bids

- (a) In addition to Bids from individual reputed companies or other entities, consortia, joint ventures (whether incorporated or unincorporated) or joint Bidders (each a “Consortium”) of such reputed companies or other entities may submit a Bid (“Consortium Bid(s)”), provided that:
 - (i) the members of the Consortium collectively satisfy the criteria for Bidders set out in this RFP.
 - (ii) the Consortium must nominate a Lead Member who will solely execute the Franchise Agreement on behalf of the Consortium and who will be responsible to the ACA for all obligations thereunder irrespective of any arrangements between the Consortium Members; and
 - (iii) the Consortium fully describes the relevant terms of its Consortium arrangement in its Bid.
- (b) A member of any Consortium may also submit a separate Bid for another Franchise as part of another Consortium and/or on its own, subject to compliance with all of the eligibility requirements set out in this RFP and subject to the restriction contained in this RFP including that an entity may not have any interest whatsoever in more than one Franchise.

2.3.3 Bidder’s Financial Standing

- (a) Each Bidder or in the case of Consortium Bids, at least one member of the Consortium must fulfil the below mentioned qualification requirements:
 - (i) Having an average turnover of Rs.100 Crores over the last five financial years (2017-18 to 2021-22).
- (b) The bidder or consortium should be financially sound such that it demonstrates that it will be capable of meeting all financial obligations under the Franchise Agreement. The Bidder must submit, for the five years mentioned above, annual audited accounts duly certified by its statutory auditors along with the Bid documents.

2.3.4 Current Cricketers

Cricketers who are, at the time of submission of the Bid contracted to play under a contract with the BCCI or cricketers who are currently playing for any First Class teams in India, and their Near Family are not entitled to submit a Bid or otherwise participate in the RFP process.

For this purpose, “Near Family” is defined as Father, Mother, Grand Parents, Brother, Sister, Brother in Law, Sister in Law, Father in Law, Mother in Law, Son and Daughter

2.3.5 Guarantees

Depending upon the financial standing of any Bidder, ACA reserves the right for a parent company or other such company of satisfactory financial standing to guarantee the obligations of the Franchisee pursuant to the Franchise Agreement (as defined below). In the case of a Consortium Bid, each member of the Consortium will be obliged to guarantee the obligations of the Franchisee in the Franchise Agreement. The failure to supply such a guarantee could result in being terminated.

2.3.6 Bid Rejection

- (a) Any Bid submitted by an entity which fails to satisfy the eligibility requirements set out in this RFP may be accepted or rejected by ACA in its absolute discretion. ACA shall not pre-judge or advise a Bidder whether it is qualified or not. The Bidder must submit its Bid in accordance with the process specified in this RFP and enable ACA to then evaluate its Bid.
- (b) Potential Bidders and/or Consortia should also be aware that any Bid or Consortium Bid submitted by any entity, or by a Consortium that includes an entity, that is currently involved in any litigation proceedings, civil or criminal, or dispute of any kind with ACA and/or in default of any contractual obligation or undertaking owed to ACA (including, without limitation, any payment obligation) or which is otherwise Connected with any entity (including by way of being a subsidiary undertaking or a parent company or companies under common ownership and/or Control) that is currently involved in any litigation proceedings, civil or criminal, or dispute of any kind with ACA and/or in default of any contractual obligation or undertaking owed to ACA (including, without limitation, any payment obligation) may be rejected by ACA in its absolute discretion notwithstanding that such entity otherwise fulfils the eligibility requirements set out in this RFP.
- (c) Every bidder/consortium shall abide by the Rule 42 of the byelaws of the ACA which regulated the matters of conflict of interest. Potential bidders shall not be eligible to bid if they have any conflict of interest. In case of submission of bids by such bidders, their bids will be rejected and their agreements will be terminated if the same comes to the notice of ACA at a later stage.

3. FRANCHISE RIGHTS/OBLIGATIONS

3.1 Overview

This RFP constitutes an invitation to persons to tender for the right and obligation to establish and operate one (and one only) of the Teams during the Term (as defined below). Each Team shall be operated in accordance with the Franchise Agreement to be entered into by ACA and each Franchisee as described below together with the Regulations (as defined below). Franchisees will have the right to receive certain revenues relating to the League and their respective Teams as detailed below.

3.2 The Franchise

Each Franchisee will have the right and obligation to establish and operate one Team which will form part of and take part in the League. The Franchisee shall have the right to be identified by the name of a Region/District/City or Town of the State of Andhra Pradesh of its choice and incorporate the same into the name of the Team. Franchisees shall, subject to the ongoing requirement to comply with both the Franchise Agreement and the Regulations at all times, be entitled to operate their Franchise at their discretion including the development of (as summarised in Section 3.3 (b) below) although the attention of Bidders is drawn to the fact that the arrangements relating to certain League rights are to be exploited centrally by ACA as set out in Section 3.3 below.

3.3 Central Rights/Franchisee Rights

The rights as mentioned below relating to the League shall be exploited by ACA Franchisees shall be entitled to exploit the other rights relating to their respective Teams as summarised below.

- (a) ACA shall have the exclusive right to enter into arrangements for the exploitation of those rights relating to the League and the Teams which are set out below (together the “**Central Rights**”)
 - (i) “**Media Rights**” shall mean the right to broadcast or otherwise distribute audio-visual, visual and audio coverage of any League Match (whether on a live or delayed basis and whether of all or any part of such match) by any and all means now known or hereafter developed including but not limited to all forms of television, home video and DVD, theatric and non-theatric rights, in-flight, ship-at-sea, distribution to all forms of mobile devices and via the internet and whether scheduled or on demand and in whatever format (whether linear, interactive, free to air, pay or otherwise);
 - (ii) “**Title Sponsorship Rights**” shall mean the right to be the title sponsor of the League;
 - (iii) “**Umpire Sponsorship Rights**” shall mean the right to be appointed as the official sponsor of the umpires and other match officials at League Matches;
 - (iv) “**Stadium Advertising Rights**” shall mean the right to have any advertising or other branding featured within any stadium at which a League Match takes place subject to the rights reserved for Franchisees referred to below;
 - (v) “**Official Sponsor Rights**” shall mean the right to be appointed an official sponsor to the League in up to a maximum of six product/service categories;
 - (vi) “**Games Rights**” shall mean all rights of any kind whatsoever in relation to any toy or game of any kind which is based on or about the League and/or the Teams (including without limitation any electronic game which may be played on any television, computer, mobile phone or other handheld device

of any kind);

If and to the extent that additional rights relating to the League become available for commercialisation which ACA believes should be exploited on a centralised basis then such rights shall be deemed to be Central Rights.

- (b) Subject to the any other provision in the RFP, the following will be apportionment between ACA and Franchisee for the season 2022 only.
- i. ACA agrees to pay prize money of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) to the Winners and Rs.15,00,000/- (Rupees Fifteen Lakhs only) to the Runners teams and if necessary to other teams subject to the decision of ACA.
 - ii. ACA agrees to give 50% Fixed Commercial Time (FCT) out of total FCT received by ACA to all the Franchises in equal proportion or ACA agrees to pay 50% of the income derived from Fixed Commercial Time (FCT) to all the Franchises, out of the total income derived by ACA from FCT.
 - iii. Logo sponsors on the apparels of the team, excluding the leading arm and the right and left chest position on the apparel. The remaining Logo sponsors such as front and back of the apparel, non-leading arm, leading and non-leading trouser and, helmet/cap etc., may be used by the Franchisee to derive sponsorship income.
 - iv. Tickets and passes:
 - (i) Since it is inaugural year, no tickets are sold. If tickets are sold in second year 25% of the total ticket revenue will be given to the Franchises from the second year onwards.
 - v. Revenue from the sale of Merchandise of the respective teams
 - vi. Sharing of any additional revenue with Franchisees is at the discretion Governing Council/ACA.
 - vii. During all matches in the APL T20 Tournament, each participating Franchisee shall be entitled to six perimeter boards measuring 18x3 feet during their playing matches.
- (c) All commercial rights other than the Central Rights and in respect of the Licensing Programme relating to the Franchise and the relevant Team shall, subject as provided in the provisions of the Franchise Agreement and subject to Sponsorship guidelines issued by ACA.

- (i) shirt sponsorship arrangements;
 - (ii) Team/Franchise naming rights arrangements;
 - (iii) Other arrangements with local sponsors;
 - (iv) Local supplier ship arrangements.
- (d) Each Franchisee shall subject as contemplated in Section 4.5 of Franchise agreement entitled to retain 100% of the income from the exploitation of its Franchisee Rights
- (e) Each Franchisee shall be responsible for all costs relating to the operation of its Franchise other than the facilities mentioned in Clause 1.6 of RFP, without limitation the fees and salaries of all persons providing services for its Team and other costs as set out in the Franchise Agreement.
- (f) ACA reserves the right to alter the above-described division of Central Rights Income prior to the closing date for submission of Bids if its forecasts for the income to be generated under the agreements relating to the grant of the Central Rights materially change.

3.4 **Term**

Each Franchise will be granted the right (and will accept the obligation) to operate a Team for either one year or three years, as sought by them during the submission of application form in response to the RFP.

3.5 **Players**

Following the award of the Franchises, Franchisees will, in respect of the first year, be invited to select their players by way of a player draft as summarised in Clause 10 below. Franchisees **shall not be entitled** to contract with players who do not form part of such process.

3.6 **Multiple Franchises**

No Franchisee may have any interest in any other Franchise whether as a result of the award of Franchises as contemplated by this RFP or otherwise.

3.7 **Franchise Agreement**

The Franchise Agreement attached sets out further details in relation to the operation of a Franchise including the Franchisee's obligations in respect thereof. Each Bidder will be obliged to enter into the Franchise Agreement in duplicate and to deliver it to ACA as part of its Bid as described further below.

3.8 **Franchise Sale/Listing**

Franchisees and/or the owners of Franchisees shall (after a minimum period of one year) be entitled to sell their Franchise to a third party or to effect a transfer of a controlling interest in the company which (directly or indirectly) controls the

Franchisee subject to compliance with the pre-conditions to any such sale set out in the Franchise Agreement including obtaining prior approval.

3.9 Increase in Teams

No increase will be made in the number of teams competing in the League inaugural year 2022.

4. FRANCHISEE PAYMENTS AND FINANCIAL GUARANTEES

- 4.1 As consideration for the right to operate a Franchise and to be a member of the League each Franchisee shall pay to ACA the fee for the grant of the above rights (the “**Franchise Fee**”) which the Franchisee shall be obliged to pay for all the years of the term.
- 4.2. The proposed annual Franchise Fee shall be a minimum of INR 70,00,000 (Indian Rupees Seventy Lakhs) for one year, also called the Basic Reserve Price, and any Bid during the auction which includes a Franchise Fee lower than said sum will be rejected.
- 4.3 Successful Franchise shall pay the difference amount between the basic reserve price and Auction amount before entering into the Franchisee agreement along with applicable GST to the total amount. Failing to pay the balance amount within stipulated time leads to cancellation of allotment and 50% of the basic reserve price will be forfeited and the balance will be returned in 10 days. The cancelled allotment will be allotted to any other participant in the Auction at the discretion of ACA.
- 4.4 If the applicant fails to provide required information or if any violations of guidelines of APL T20 Tournament were noticed during the scrutiny the said applicant will be considered as ineligible to participate in Auction and the deposited amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs only) will be refunded within 5 days. The ACA decision in this regard will be final and binding on all the applicants.
- 4.5 The sums payable to ACA referred to above shall be paid in Indian Rupees. All such sums shall be paid together with any service tax which may be chargeable thereon.
- 4.6 Any failure by a Franchisee to pay any of the above-mentioned sums on the due date for payment will be a material breach of contract and entitle ACA to terminate the Franchise Agreement.

5. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF BIDS

5.1 Further Information

Bidders shall remain responsible for obtaining all further information necessary or expedient for the purpose of submitting their respective Bids, and will be deemed to have done so before submitting any Bid. Information may be sought by no later than

06th June 2022 and thereafter any further queries will be responded to at ACA's sole discretion. No irrelevant query will be entertained and the decisions of ACA in this regard shall be final. No Bidder shall, in the process of seeking clarifications, enter into any contractual negotiations. Further, no Bidder shall, in the process of seeking clarifications, submit a request for information relating to any internal processes followed by ACA.

Requests from Bidders for clarification and/or further information relating to this RFP must be addressed to ACA at Dr. YSR ACA-VDCA Cricket Stadium, Visakhapatnam.

Save as specified herein, Bids and other supporting papers that may be furnished shall and will become the property of ACA upon their delivery and ACA will not be obliged to return them. However all information and documents that are furnished to ACA will be treated as strictly confidential and shall not, unless required in accordance with law, be disclosed to any other party.

5.2 No Conditionality

Bidders may not make any of their Bids subject to any form of conditionality or limitation including, without limitation, the identity of, or particular arrangements being put in place with, any other third party, participating teams, scheduling of Matches or other specific requirements relating to the Franchise and/or the League. Any such conditional Bids may be summarily rejected.

5.3 Bid Costs

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

6. AMENDMENT/ADDENDUM

6.1 The information set out in this RFP is in summary form and does not purport to contain complete descriptions of the arrangements relating to the organisation, staging and format of the League and/or Matches, the arrangements relating to the Franchise or the terms and conditions affecting the exercise of the same, all of which may be subject to change and amended by ACA in its discretion. This RFP does not contain any representation upon which any Bidder is entitled to rely at any point in time in order to bring any claim, action or proceedings against ACA or any other third party (whether for misrepresentation or otherwise).

6.2 At any time prior to submission of the Bids, ACA may modify, add or alter the terms of the invitation and/ or the conditions of this RFP by issuing an Addendum(s) or otherwise, without any obligation to provide reasons.

7. REQUIREMENTS OF THE PROPOSAL

- (a) Each Bidder must submit a single performance deposit (the “**Performance Deposit**”), equal to 50% of the basic reserve price, at the time of the submission of application, the amount of INR 35,00,000/- (Indian Rupees Thirty Five Lakhs Only). The Performance Deposit shall be deposited by way of a bankers draft issued by a bank of repute drawn in favour of “Governing Council ACA” payable at Visakhapatnam.
- (b) The remaining 50% of the basic reserve price, Rs.35,00,000/- (Rupees Thirty Five Lakhs only) Demand Draft shall be produced at time of participation in Franchisee Auction. If he became successful bidder in Auction, the amount of Rs. 35,00,000/- DD will be retained by ACA and the balance amount between bid and Auction has to pay along with applicable GST for the total amount on the day of Franchise Agreement.
- (c) ACA states that it shall return the Rs.35,00,000/- (Rupees Thirty Five Lakhs only) which paid at the time of application to unsuccessful bidders for franchises within ten days of auction.
- (d) For successful bidders, the amount of Rs.70,00,000/- (Rupees Seventy Lakhs only) paid by them till the day of the auction will be the property of the ACA and shall act as payment or part payment of the first annual instalment of the franchise fee.
- (e) Successful bidders shall pay the difference between Bid amount and basic reserve price amount before signing the Franchisee Agreement. Failing to pay the balance amount within time specified leads to cancellation of allotment and 50% of the basic reserve price paid will be forfeited and the balance will be returned in 10 days. The cancelled allotment will be allotted to any other participant in the auction at the discretion of the ACA.
- (f) Applicant bidding for three years for a team will be given first preference over the bidder for 1 year. In case applicant who opted to bid for 3 years is not able to compete in auction price with other applicants in 3 years category, but vacancy is left in 1 year category then the applicant can opt to participate in 1 year category, though he applied for 3 year category.
- (g) Application in three year category up on acquiring the franchisee after the successful bidding shall pay the basic reserve price for balance 2 years i.e., 1.40 crore along with the difference between Bid amount and basic reserve price amount for 3 years at one time within 5 days of date of auction along with applicable GST for the total amount. Failing to pay the balance amount within time specified leads to cancellation of allotment and 100% of the basic reserve price paid along with application will be forfeited. The cancelled allotment will be allotted to any other participant in the auction at the discretion of the APL T20 Tournament governing body. The new allottee has to deposit the entire Basic Price amount for three years at one time.
- (h) The franchisee bidder for 3 years shall pay only the difference of cost escalation if any in respect of logistics and players kitty in the subsequent two years.

- (i) During the scrutiny of applications received for auction, if any violations of guidelines of APL T20 Tournament were noticed then the applicant will be considered ineligible to participate in auction and amount of Rs.35,00,0000/- paid along with the application will be refunded within 5 days. ACA decision in this regard will be final and binding on all the applicants.
- (j) If any Franchise found with holding any information or given a false undertaking or declaration, then the ownership of the Franchisee over the team will be terminated and penalty of 50% on the total Auction price shall be forfeited.
- (k) Every applicant shall abide by the Rule 42 of the constitution of ACA referred as conflict of interest. If the applicant has conflict of interest as specified in above rule such applicant shall be disqualified to be a Franchise and the Governing Council has right to terminate the agreement. If such matter come to the knowledge of Governing Council after entering in to an agreement with the Franchisee a sum of Rs.50% of the total bid price shall be forfeited towards penalty and the balance amount will be refunded within 7 days of completion of Auction.
- (l) **Any Bidder which fails to comply with the above-mentioned requirement to pay may be rejected by ACA in its absolute discretion.**

7.1 Other Documents

Each Bidder shall at the time of submission of the Bid submit the following documents:

- (a) The location chosen by the Bidder, if awarded the Franchise, shall be inserted in the Agreement as well and endorsed by ACA and the Bidder.
- (e) Evidence satisfactory to ACA that the Franchise Agreement(s) delivered as part of any Bid has/have been signed by a duly authorised representative of the Bidder.

8. SUBMISSION OF THE BID

- 8.1 Only the persons which comply with the eligibility requirements set out in above are entitled to participate in this tender process and to submit a Bid or Bids. Any Bid submitted by any person who is not eligible as per the requirements of the above-mentioned eligibility section may be rejected by ACA in its absolute discretion.
- 8.2 The Bidders shall deliver to ACA the original of the tender documents duly filled in and signed and sealed along with all supporting documents and papers with one exact and legible copy thereof and documents evidencing payment of the Performance Deposit as provided in Section 7 above.

The Bid Documents in sealed covers, as above, shall be delivered by hand in person by an authorised representative of the Bidder **at 10.30 on 07th to 10th June 2022** to the Chief Executive Officer, ACA at its office at Dr. YSR ACA-VDCA Cricket Stadium, Visakhapatnam. No Bid in torn condition or in unsealed covers will be accepted. All documents must be delivered at the same time and no further documents or Bids will be accepted past this time and date unless ACA decides otherwise in its absolute discretion.

The Bids will be evaluated by ACA and all eligible bidders, decided by ACA as per the terms and conditions, listed in this RFP will be called for the auction process on 16-06-2022. Bidders must be available to participate at the venue and schedule as decided by ACA.

- 8.3 The outer envelope containing the Tender Documents must be sealed and marked as follows:

Request for Proposal: Andhra Premier League T20 Tournament Rights

Attention of: Governing Council - ACA

There should be nothing on the outside of the envelope containing the RFP Documents which identifies or indicates the identity of the Bidder.

9. SELECTION OF WINNING BIDS

Auction process for franchise:

- 9.1 The six Franchises will be awarded according to the following process:

- 1) Segregation of bidder's i.e 1 year contract or 3 year contract.
- 2) 3 years contract should pay Rs.2, 10, 00,000 /-as mentioned in clause 7 (g) of RFP before signing the agreement.
- 3) 1 year contract should pay 70 lakhs / total bid amount before signing the agreement.
- 4) 3 years contract bidders will be given 1st choice to pick the Franchisee.
 - In case of more than 6 bidders for 3 year contract then open auction will be conducted for all the bidders
 - In case of less than 6 bidders for 3 year contract then the bidders can pick their own choice of Franchisee.
 - In case of 3 year contract bidders opted for same Franchisee then auction will be conducted between bidders and highest bidder will be given the Franchisee.
 - In case of less than 6 bidders for 3 year contract after opting their choice. then the remaining Franchisees will be given to 1 year contract if there is competition otherwise Auction will be conducted among the competitors

10. PLAYER ACQUISITION PROCESS

- 10.1 By submitting a bid, each Bidder irrevocably agrees to participate in the Player Acquisition Process in the manner contemplated by the Franchise Agreement and as summarised below.
- 10.2 Once Franchises have been awarded unconditionally in respect of all six Teams then the Franchisees will be provided with a document (the "**Player List**") which shall include a list of cricketers available to such Franchisees for their respective teams together with the annual salary payable to such players.
- 10.3 Franchisees will be invited to a meeting at which each of the players listed in the Player List will be allocated on the basis of an open (the details of which shall be

provided to Franchisees). Further details in relation to the Player Acquisition Process shall be provided to Bidders in due course however, the key features of the process are as follows;

Auction process for players:

Total 368 players

- Available players list will be placed in the auction.
- players and their basic price are segregated into 4 divisions (Icon Rs.2 Lakhs, Grade-A Rs.1.5 Lakhs, Grade-B Rs.1 Lakh and Grade-C Rs.50,000/-.) according to the level of cricket they have played.
- Open auction will be conducted by a team of auctioneers in the presence of concern stake holders.
- Total players kitty-30 lakhs for each team/franchise
- Each team has to buy 20 players out of it Two Icon players are compulsory, the rest of combination is the choice of the Franchisee. The Franchisee shall utilize the entire players' kitty of Rs.30 Lakhs, if any amount left in players' kitty, it will be retained by ACA.
- If any franchise exceeds the limit of kitty without picking the complete team then the highest bid player in the team will be released back to auction i.e.,
example: if player A is picked for 10 lakhs for X franchise and their kitty is full and unable to fill their squad then the highest picked player in the franchise will again come into auction. Now the same player is picked for 4 lakhs with Y franchise in auction, then the remaining 6 lakhs will be paid by the old franchise i.e. X franchise. And now X franchise will have only 4 lakhs in their kitty.
- Auctioneer decision will be final.

11. General:

- 11.1 No warranty or representation (express or implied) as to the reliability, completeness or accuracy of the information in this document and/or the Prospectus or any other information at any time made available to the Bidder is given by ACA or any other person. Accordingly, each Bidder and recipient of this RFP shall be responsible for verifying the accuracy of all information contained in this RFP and for making all necessary enquiries prior to the submission of its Bid. Neither ACA nor any of its/their associates, agents, employees or representatives will be liable for any claims, loss or damages suffered by any Bidder, prospective Bidder or other recipient of this RFP and/or the Prospectus as a result of reliance on any information contained in either document or otherwise.
- 11.2 In furnishing this invitation, ACA does not undertake or agree to or acknowledge any obligation to provide to the Bidder any additional information or any roving queries or to update this RFP or to correct any inaccuracies in it which may become apparent.
- 11.3 Neither the issue of this RFP nor any part of its content is to be taken as any form of commitment or acknowledgment on the part of ACA to proceed with any Bid or any Bidder and ACA reserves the unfettered right to annul, terminate or reject any RFP or to vary or terminate the tendering procedure at any time or stage without giving any reasons.

- 11.4 ACA reserves the unfettered right and absolute discretion at any time and without any liability whatsoever to any Bidder:
- (i) To cancel the entire RFP process at any stage prior to the execution of a binding Franchise Agreement with six Franchisees without giving any reasons; or
 - (ii) To amend, vary, waive and/or modify any or all of the terms and conditions of this RFP (including the Franchise Agreement) without any reason or prior notice whatsoever being provided to any Bidder.
- 11.5 ACA shall not, in any circumstances whatsoever be responsible or liable in any manner or mode by whatever name called or described for any costs, losses or expenses of any kind whatsoever incurred or suffered in connection with or as a consequence of the preparation or delivery of any Bid, or compliance with any of the requirements of the this RFP by any Bidder.
- 11.6 Any concealment of material fact by or on behalf of any Bidder shall lead to disqualification of the Bidder.
- 11.7 The grant of any right to operate a Franchise shall be conditional upon the Bidder entering into a binding Franchise Agreement (together with any agreements to be entered into by the Franchisee as contemplated by the Franchise Agreement) and not otherwise.
- 11.8 No Bidder (or any person in any way connected with or acting on behalf of a Bidder) shall take any action which is intended or likely to influence the award of Franchises and any such action shall result in the immediate disqualification of the relevant Bid.

12. ACCEPTANCE OF TERMS AND CONDITIONS

- 12.1 Each Bidder irrevocably and unconditionally accepts and agrees that by submitting a Bid:
- (a) It agrees to be bound by the terms, conditions and obligations set out in this RFP and in the Franchise Agreement; and
 - (b) it has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions (including the outcome) of this RFP and the Franchise Agreement.

13. CONFIDENTIALITY

- 13.1 All information of whatever nature and in whatever format contained within any Bid and/or any response or clarification (whether oral or written) provided by ACA to any Bidder during the bidding process, (the Confidential Information) is and shall be kept strictly confidential by the Bidder.
- 13.2 Accordingly, in consideration of ACA allowing that Bidder to participate in the bidding process for a Franchise, each Bidder accepts that, by submitting any Bid(s), it is agreeing:

- (a) to keep all Confidential Information private and confidential and to use any and all Confidential Information solely in order to consider and/or to make a Bid, in order to seek to obtain an award of a Franchise and in order to take part in discussions with ACA as part of the bidding process; and
- (b) Not to disclose, distribute or reveal any Confidential Information to any person other than to those persons who are required to receive and consider the same for the purpose of formulating the relevant Bid(s) and/or their professional advisers under conditions of confidentiality.

13.3 Confidential Information shall have the meaning ascribed to it in Paragraph 2 of the Eligibility Letter.

14. FORCE MAJEURE

ACA and Franchise shall not be liable for any failure or delay due to any cause beyond Its reasonable control, including but not limited to act of God, act of War, civil strife earthquake, fire, flood, riot, sabotage, power failure, strikes, lockouts, Governmental act, pandemic, rain or any other cause which could not have been foreseen by the parties. The decision of Governing Council of ACA is final with regard to the resume, postpone, or reschedule of the match. The T-20 guide lines of BCCI and Guidelines to State Cricket Association to conduct T20 tournament and other advisory issued by BCCI.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- (a) This RFP and this process shall be governed by and construed in accordance with Indian law and the courts in Visakhapatnam, India shall have exclusive jurisdiction in relation to this RFP and/or this process.
- (b) ACA (but not the Bidder) shall have the right to bring an action, seeking specific performance and/or injunction and/or any other equitable relief, both interim and final, before the competent court in relation to disputes relating to or arising out of or in connection with this RFP. It is clarified that by submitting a Bid, the Bidder hereby waives, abandons and gives up its right to bring any such action seeking specific performance and/or injunction and/or any other equitable relief, whether interim or final, before any court to enforce any obligation under the RFP.

**THE ANDHRA CRICKET ASSOCIATION
VISAKHAPATNAAM**

Summary of Playing Conditions for **APL T20 Tournament-2022.**

1. Schedule of the tournament- 6 July to 17 July 22.
2. 20 overs per side
3. Minimum 5 overs per side to constitute a match
4. Drinks interval at midpoint of innings (after 10 overs in a 20 over game, if wicket falls during over also the drinks will be taken)
5. 3 hours 20 minutes per game
6. 90 minutes per side with a 20 minute interval (minimum of 15 minutes interval in a un-interrupted game)
7. VJD system will be used in case of an interrupted game.
8. If a team is found slow over rate the teams will be liable to financial penalty from players
 - a) First offence- 30% of the match fee for all the playing XI
 - b) Second offence- 50% of the match fee for all the playing XI
9. In League if the result is TIE then only one super over will be played and if super over is also TIE, then the points will be shared.
10. In Knock Out/ Playoffs if the result is TIE, then 2nd super over will be played, if still TIE then the team which finishes with higher points in the League will qualify. In Final match if the result is not achieved then both the teams will be declared as Joint winners.

11. If a match is abandoned due to rain or any other reason, the decision of APL T20 Tournament Governing Council will be final in deciding whether to reschedule the match or not.

APL T-20 TOURNAMENT PROGRAMME		
S NO	DATE	PROGRAMMING
1	3,4,5,6, JUNE 2022	RECEIVING OF APPLICATIONS
2	7,8,9,10 JUNE 2022	SUBMISSION OF FILLED IN APPLICATIONS (APPLICATION FEE + 1ST PAYMENT)
3	11,12,13 JUNE 2022	SCRUTING OF APPLICATIONS
4	16TH JUNE 2022	FRANCHISEES AUCTION (2ND PAYMENT)
5	19TH JUNE 2022	FRANCHISEES AGREEMENT (FINAL PAYMENT)
6	20TH TO 23RD JUNE 2022	1. SELECTION OF HEAD COACH AND SUPPORT STAFF 2. VERIFICATION OF PLAYERS PROFILE
7	24TH & 25TH JUNE 2022	PLAYERS AUCTION
8	3RD JULY 2022	REPORTING OF PLAYERS
9	6TH JULY 2022	INAUGURAL MATCH
10	17TH JULY 2022	FINALS