

THE CRICKET ASSOCIATION OF BENGAL
DR. B. C. ROY CLUB HOUSE
EDEN GARDENS, KOLKATA – 700 021

TERMS AND CONDITIONS FOR ALLOTMENT OF STALLS FOR DRINKING WATER POUCHES

FOR THE PAYTM 2ND ODI DAY NIGHT MATCH, INDIA VS AUSTRALIA
AT EDEN GARDENS, KOLKATA ON 21ST SEPTEMBER, 2017

This Tender Conditions (the "TC") constitutes fundamental Terms for submissions of Bids by the eligible entities (as stipulated hereunder) to acquire permissive "Temporary **Licensed Rights for composite** allotment of earmarked Stalls under identified portions of the Stadium Blocks at Eden Gardens for selling "Drinking Water Pouches" for the Match days of the above International Cricket ODI Match.

1. Bidder must be holder of Regulatory License for at least 5 consecutive previous years and must possess BIS Licensed manufacturing Unit.
2. Bidder and/or its officials must not have any association with CAB and/or any of its Officials or any of the affiliated Units directly or indirectly or through its Officials and their near relatives.
3. The Bidder must not be incorporated in jurisdictions where the standards of corporate governance and financial regulation are unacceptable to CAB.
4. The Bidder must not be (i) currently involved in any legal proceedings, civil or criminal, or legal dispute of any kind with CAB and / or any of its members or (ii) deemed by CAB to be in default of any contractual obligation or undertaking owed to CAB (including, without limitation, any payment obligation) or (iii) which is otherwise connection 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 CAB (and/or any of its members) and/or in default of any contractual obligation or undertaking owed to CAB and/or its members (including, without limitation, any payment obligation).
5. The Bidder or any of its management personnel is not under the scanners of any investigative enquiries of any nature by any Investigative Authority either under Prevention of Money Laundering Act or FEMA or any Chit fund or other related acts and conduct.
6. Mere submission of any offer and/or the same being highest or acceptable would not inure any right and/or grant in favour of any Entity/Bidder on any ground of whatsoever nature, unless and until the appropriate Work Order is executed by the CAB.
7. This TC does not contain any warranty, assurance or representation of any kind upon which any Bidder is entitled to rely at any point in time in order to bring any claim, action or proceedings against CAB or any other person (whether for alleged misrepresentation, breach of any duty or otherwise).
8. CAB, at any time prior to submission of Bids, reserves its unfettered right to amend the terms and to provide amended versions to those Entities who have collected this TC.
9. CAB at its sole discretion shall be entitled to disqualify or reject any Bid or to cancel or retender afresh, without assigning any reason therefor.
10. CAB reserves the right in its absolute discretion, at any stage, without providing any reason to:
 - Abandon/Cancel the entire process of Bids and the TC;
 - Launch additional or modified tender process(es);

- Withdraw from any negotiation in respect of any Bid;
- Request for further Bids from Bidders;
- Alter, add or delete statements, terms or conditions to this TC

11. Any action by CAB may be made without any liability attaching to CAB, and shall not afford any right to any Bidder and/or potential Bidder to raise a claim or dispute of any kind against CAB.

12. No Bid below or at par of the 'Reserved Price' shall be entertained.

13. The successful Allottee shall have to obtain temporary Police License from Kolkata Police Authority, Lal Bazar' and will be under express compulsion to abide by the rules, regulations and directions of Fire Services Department, West Bengal. True copies of all Licenses shall have to be deposited with the CAB prior to permitting licensed user during the Match days.

14. The successful Allottee and its assigned Stall holders shall have to sell the permitted packaged food item as strictly in terms of MRP (Maximum Retail Price) provided by the manufacturer and there cannot be any sale with dual MRP.

15. The Association shall not be liable or responsible for any accident, mishap, fire, theft, loss and/or damage to the Stall, any materials for any reason whatsoever nor shall be held responsible for any reason arising out of or attributable to any act of God including excessive rain causing the play being stopped prematurely, storm, flood, , earthquake, subsidence, epidemic or other natural disaster or calamity, crowd disorder or invasion, strikes, terrorist action or threat perception, riot, civil commotion, fire, explosion, any prohibitory law or order or restraint issued arising out of any public disorder affecting peace or tranquility, statutory direction, regulation, order of any concerned Authority, or any Court of Law or otherwise.

16. Sell or exhibit sale of any "Packaged Drinking Water" in any form or manner, irrespective of the same being supplied or manufactured by any reputable or multinational Pouring Manufacturer and having FSSAI Certification or not, MUST have express Certification Mark issued by the 'Bureau of Indian Standards" in terms of prescribed IS 14543 / 2004.

17. The Stalls will be allotted only on the above Match-days and the Allottee shall be required to maintain sufficient stock so as to ensure uninterrupted supply of packaged Drinking Water. No cooking through Oven or Gas or Stove of any kind or any naked flames will be allowed inside the Stadium or inside the Stall, save and except one electric point will be allowed.

18. For each Stall, sufficient numbers of Waste Bins, in addition to two big size Drums / Containers in front of each Stall for dumping refuse must be provided and no waste or refuse be permitted to be thrown or scattered or dumped anywhere else.

18. The Stall-holders shall have to enter the Ground each day with their Items and other commodities 2 hours and 30 Minutes before the scheduled commencement of the Match on match-days. The details of Gates and its location shall be notified to the Allottee in due course. No person attached with any Stall shall be allowed to go out of the Stadium till the match is over for the day. No person attached with any Stall and/or any person representing the Allottee shall be allowed to stay inside the Stadium enclosure during the night and each person would have to vacate by 12:00 midnight. on all Match days.

19. For every stall not more than 2 Accreditation Cards for each Stall shall be allowed and the Allottee shall be responsible to provide 4 nos. Passport size Photographs with details of the Vending personnel no sooner the same is called for and to collect necessary Vending Accreditation Cards for the use of Stall personnel for their entrance to the Stadium. The Stall personnel shall be under compulsion to display their Accreditation Cards affixed with Photographs. Any Stall personnel found without displaying photo affixed Accreditation Cards shall be removed forthwith from the Stadium. No Accreditation Card will be transferable during the above Match-days under any circumstances.

20. No Hawking shall not be allowed within the Stadium and/or in any part of the inside bowl of the Stadium Blocks.

21. The Stall-holder or any of his representatives shall not occupy any seat in the Stadium and / or stand at any place inside the gallery.

22. Each Bidder must deposit with the CAB a Performance Deposit not later than at the time of submission of its Bid of the Indian Rupees 1,000/= (Rupees One Thousand). The same shall be refunded to the unsuccessful Bidders. For

the successful Allottee, the same shall be converted into Security Deposit for satisfactory performance and shall be refunded after the match is over if the performance of the Stall-holder is found to be satisfactory during the Match. Otherwise the same shall be liable for forfeiture for any breach of the terms & conditions or for unsatisfactory performance

23. Any Bid in respect of which the Performance Deposit is not submitted in accordance with this Section, the Bid shall stand rejected irrespective of fulfilment of other criteria.
23. The Reserved Price for temporary licensed Right is hereby fixed at Rs.2,00,000/= (Rupees Two Lakhs) only.
24. The Allottee shall have to pay the entire amount to the CAB within 48 hours of the date of the Work Order and in default the allotment shall stand *ipso facto* cancelled without any reference. The payment shall be only through Bankers Cheque / Pay Orders in favour of "The Cricket Association of Bengal".
25. The Bidder shall state in Indian Rupees its proposed composite License Fee Bid, net of any deductions (except TDS), withholdings or charges, including without limitation Service Tax components, Sales tax, Swatch Bharat & Krishi Kalyan Cess, Entertainment tax or otherwise that may be imposed upon or required to be paid and borne and any other outgoing for the Permissive temporary licensed Right for the above ODI Match.
27. While a single Ball being bowled shall be deemed Match being played, however, if the entire Match is washed out or abandoned without a single bowl being bowled, the License Fee shall be refunded to the Allottee without interest and after deducting the costs of Accreditation Cards and other Misc. costs so incurred.
28. Each Bidder shall at the time of submission of its Bid submit documents conforming eligibility, as aforesaid, including its legal identity, past experiences, Licenses (as per Clause 1) above, document evidencing payment of the Performance Deposit, Offer of the Financial Bid without any precondition attached thereto. The sealed Envelope should be fully sealed and marked as follows:
- Bid – Vending Stalls for Water Pouches**
To
The Hony. Joint Secretary
The Cricket Association of Bengal
Dr. B. C. Roy Club House,
Eden Gardens, Kolkata 700 21.
29. The Bid Documents in sealed covers, as above, shall be delivered by hand in person by an authorised representative of the Bidder at Office of the CAB **between 2 P.M and 7 P.M. on 29th August, 2017**. No Bid in torn condition or in unsealed cover will be accepted. All documents must be delivered at the same time and no further documents or Bids will be accepted past the above specified time frame and date unless CAB decides otherwise in its absolute discretion and duly notified beforehand. Once submitted, no Bid shall be permitted to be withdrawn.
30. The sealed Bids would be opened in an open process on **30th August, 2017 at 4:00 PM**. Not more than 1 duly authorized and empowered persons to take decision on spot, may be present per Bidder.
31. 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.
32. 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.
33. No Bidder (or any person in any way connected with or acting on behalf of a Bidder) shall take any action which is intended or likely to influence the award of the tender and any such action may, at CAB's discretion, result in the immediate disqualification of the relevant Bid.
34. Any concealment of material fact by a Bidder or on its behalf may, at CAB's discretion, lead to the disqualification of the Bidder from this process or, if such concealment comes to light even after execution of the Rights Agreement, shall cause termination of the License Agreement.