

FAX NO.: 2248-7555 PHONE: 2248-0411 2248-2447

### THE CRICKET ASSOCIATION OF BENGAL

DR. B.C. ROY CLUB HOUSE, EDEN GARDENS, KOLKATA-700 021

Ref No. SAIT-30/1/21/2025

Date: October 8, 2025

THE CRICKET ASSOCIATION OF BENGAL

DR. B. C. ROY CLUB HOUSE

EDEN GARDENS, KOLKATA - 700 021

TERMS AND CONDITIONS FOR ALLOTMENT OF COMPOSITE CONCESSIONAIRE STALLS FOR THE INTERNATIONAL TEST-MATCH BETWEEN INDIA vs. SOUTH AFRICA ON 14<sup>th</sup> November 2025 to 18<sup>th</sup> November 2025 AT EDEN GARDENS, KOLKATA.

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 food items, drinking water Pouch (Excluding Beverages), tea, coffee for the INTERNATIONAL Test- MATCH INDIA vs. SOUTH AFRICA ON 14th November, 2025 to 18th November, 2025 (hereinafter also referred to as the "said match").

- 1. The Bidder / Vendor shall be responsible for the following but not limited to
  - a) The vendor will be responsible to set up of concessionaires for the "said match" as per the specific instructions and directions of CAB as may be given from time to time. The vendor shall not raise any dispute with CAB in such regard.
  - b) The vendor will be allowed to organize and conduct all food services inside the stadium.
  - c) The stall only be set up by vendors at the specific places in the stadium as designated by the CAB
  - d) The vendor will be solely responsible for setting up and managing the food stalls in the stadium.
  - e) The Vendor to Ensure that Uniform Look & Feel for all Branding across the Concourse for the Stalls
  - f) The Vendor to be responsible and ensure the Complete Hygiene of the Stalls meeting the Standards the Vendor to ensure No Items sold to be more than the MRP on the Product.
  - g) If the MRP is not available on the product to be sold, the selling price must be approved in advance by The Cricket Association of Bengal.
  - h) The vendor will warrant and guarantees that all food and beverage and catering are provided of the highest quality and hygiene and shall be properly packaged and packaged in terms of the direction and instructions of management of CAB.
  - i) The Vendor must ensure that the price list is prominently displayed at the stall. Failure to do so will result in a penalty1of Rs. 2,500/- (Two Thousand Five Hundred



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Rupees), which will be deducted without any prior notice or explanation.

- INR 5000/ per instance shall be deducted from the EMD if any BCCI sponsorship guideline gets violated.
- k) All the permanent and permissible temporary stalls by CAB/ Kolkata Police shall be Branded as per the guidelines/Instruction given by CAB.
- 1) Please note that vending in the spectator stands is not permitted
- 2. Bidder Qualifying Requirements (QR) to be submitted as per Form -2
  - a) Minimum 5 Years of Experience in Concessionaire Business
  - b) Minimum Turnover of 1 Crores in last 3 Financial Years
  - c) Not Blacklisted with any State Associations or BCCI
  - d) Turnover Certificate Duly Authorised and Attested by CA
  - e) Having Valid FSSAI License & Valid GST Number
- 3. 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.
- 4. The Bidder must not be incorporated in jurisdictions where the standards of corporate governance and financial regulation are unacceptable to CAB.
- 5. 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).
- 6. 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, 2002 or FEMA, 1999 or any Chit fund or other related acts and conduct.
- 7. 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.



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- 8. CAB at its discretion would invite the top two bidders and evaluate the bids submitted such as the past performance of the bidder. Negotiations may then be entered into with the top two bidders, and the top bidder will be awarded the contract.
- 9. 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).
- 10. 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.
- 11. 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.
- 12. CAB reserves the right in its absolute discretion, at any stage, without providing any reason to:
  - a) Abandon/Cancel the entire process of Bids and the TC;
  - b) Launch additional or modified tender process(es);
  - c) Withdraw from any negotiation in respect of any Bid;
  - d) Request for further Bids from Bidders;
  - e) Alter, add or delete statements, terms or conditions to this TC
- 13. 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.
- 14. No Bid below or at par of the 'Reserved Price' shall be entertained.
- 15. The successful Allottee and its assigned Stall holders 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.
- 16. 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.



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- 17. The Association shall not be liable or responsible for any accident, mishap, fire, theft, loss and/or damage to the Stall-holder 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.
- 18. The Allottee shall have to furnish the details of the items to be sold along with the price of each item. While each Food and consumable Item for every day of the Match must be fresh and conform with the high standard of hygiene, quality control and in accordance with the statutory rules, regulations and directions, in the event the Health authority or any other entrusted authority find any deficiency or of health hazard or inadequate quality, not merely the same would forthwith be seized then and there and the entire allotment shall be cancelled forthwith without prejudice to other penal actions in accordance with law.
- 19. The quality of the food items shall be the sole and absolute liability of the allottee.
- 20. The Stalls will be allotted for sale of specified Food/Tea/Coffee on the above Match-day. 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 preparation of Tea and Coffee. For preparation of Tea and Coffee, one electric point will be allowed.
- 21. Electric points not exceeding 3 (three) in numbers shall have to be arranged by the Stallholders at their own cost.
- 22. 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.
- 23. The Stall-holders shall have to enter the Ground on match day with their Food 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 Match day.
- 24. For every stall not more than 4 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



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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-day under any circumstances.

- 25. No Hawking shall not be allowed within the Stadium and/or in any part of the inside bowl of the Stadium Blocks.
- 26. 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.
- 27. 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.
- 28. The Reserved Price of the "said match" for the temporary licensed right is hereby fixed at Rs. 20,00,000/= (Rupees twenty lakhs Excluding GST) only.
- 29. The vendor shall deposit 10% of the reserved price, i.e., Rs. 2,00,000 as advance against EMD. This amount will be refunded within 21 days after the completion of the matches.
- 30. If the company fails to pay the bid value as stipulated in the agreement-failure to meet the prescribed timelines, than the Cricket Association of Bengal shall be intitled to enter into an agreement with an alternative company at the earliest, in order to ensure the uninterrupted and smooth conduct of the matches.
- 31. The CAB will evaluate and select the bidder based on the cost and quality of the bids received.
- 32. 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 favor of "The Cricket Association of Bengal".
- 33. The Bidder shall state in Indian Rupees (INR) its proposed composite License Fee Bid, net of any deductions (except TDS) + Goods and Service Tax (Additional GST). GST is additional over and above the bid price and shall be borne by the bidder. Any additional taxes pertaining to the TC shall be borne by the bidder any other outgoing for the Permissive temporary licensed Right for the said match. The Bidder shall submit FORM -1 / QUOTATION OF BID PRICE.
- 34. 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 Miscellaneous costs so incurred.



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- 35. The Allottee shall indemnify the CAB against all claims, losses, damages, liabilities, expenses arising out of or in connection of the acts of allottee and in relation to the selling food Items.
- 36. The last date for submission of bids by the vendor is 16th October 2025, by 6:00 p.m.
- 37. The sealed Bids would be opened in an open process on 17<sup>th</sup> October 2025 at 6:00 p.m. Not more than 1 duly authorized and empowered person to take decisions on spot, may be present per Bidder.
- 38. 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 enforces any obligation.
- 39. 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.
- 40. 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.
- 41. 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.

HONY. SECRETARY

Date: 8th October 2025

Web: www.cricketassociationofbengal.com

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#### FORM - 1 QUOTATION OF BID PRICE

[To be typed on Bidder's Letterhead]

(DD/MM/YYYY)

To The Hony. Secretary The Cricket Association of Bengal Dr. B. C. Roy Club House, Eden Gardens, Kolkata 700021

Dear Sir,

SUB: Allotment Of Composite Concessionaire Stalls For Selling Food Items, drinking water Pouch (Excluding Beverages), Tea, Coffee For The INTERNATIONAL TEST-MATCH BETWEEN INDIA vs. SOUTH AFRICA ON 14th November, 2025 to 18th November, 2025 At Eden Gardens, Kolkata

#### We confirm that:

- The Bid is for a sum of Rs 20,00,000 (Twenty Lacs only) net of any deductions (except TDS) + Goods and Service Tax (Additional GST). GST is additional over and above the bid price and shall be borne by the bidder. Any additional taxes pertaining to the TC shall be borne by the bidder any other outgoing for the Permissive temporary licensed Right fr the said match.
- Each element of this Bid has been formulated with regard to and with a view to successfully achieving the aims and objectives of the CAB as set out in the TC;
- We accept the terms, conditions and requirements without any reservations or amendments contained in TC; and
- No element of this Bid is conditional upon any event, fact or circumstance.

We acknowledge that we are solely responsible for all costs, expenses and liabilities incurred by us in the preparation and submission of this Bid.

We warrant, confirm, represent and undertake to the CAB that:

- the information contained in this Bid is complete and accurate in all respects and no part thereof is false or misleading in any way;
- (b) we satisfy all Eligibility requirements set out in the TC;
- (c) having read and understood, we agree to and accept, terms, conditions and obligations set out in the TC and its procedures (including the outcome) thereof.:

For and Behalf of

Signature:

Name:

Designation:

Date:

Stamp



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# FORM - 2 Performa for Affidavit (on non-judicial stamp paper of Rs. 100/-)

any organization/office and there has not been any work cancelled against them by any

Employer for poor performance in the last ten years reckoned from the date of invitation of Bid

SL NO.	PARTICULARS	DETAILS
1.	Name of the Bidder(s)	
2.	Address of the Bidder(s)	
3.	Incorporation status of the Bidder(s) (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST Registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Minimum 5 Years of Experience in Concessionaire Business	
8.	Not Blacklisted with any State Associations or BCCI	
9.	Minimum Turnover of 1 Crores in last 3 Financial Years with Turnover Certificate Duly Authorised and Attested by CA	ы
10.	Having Valid FSSAI Licence & Valid GST Number	
11.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
12.	Telephone, E-mail and Website (of any)	

Name of the Bidder(s)
Signature of the Authorised Signatory
Name of the Authorised Signatory Place & Date