

INVITATION TO TENDER A BINDING FORMAL OFFER
FOR
ADVERTISING RIGHTS FOR SIGNAGE ABOVE 15 FEET FROM
GROUND LEVEL
FOR INDIAN TOUR AND ZIMBABWE TOUR
OF SRI LANKA 2008
AT
R. PREMADASA INTERNATIONAL CRICKET STADIUM (RPICS)
GALLE INTERNATIONAL CRICKET STADIUM (GICS)
AND
RANGIRI DAMBULLA INTERNATIONAL CRICKET STADIUM (RDICS)



SRI LANKA CRICKET

13th May 2008

Dear Sir,

INVITATION TO TENDER A BINDING FORMAL OFFER FOR ADVERTISING RIGHTS FOR SIGNAGE ABOVE 15 FEET FROM GROUND LEVEL FOR INDIAN TOUR AND ZIMBABWE TOUR OF SRI LANKA 2008 AT R. PREMADASA INTERNATIONAL CRICKET STADIUM (RPICS), GALLE INTERNATIONAL CRICKET STADIUM (GICS), AND RANGIRI DAMBULLA INTERNATIONAL CRICKET STADIUM (RDICS)

Sri Lanka Cricket (SLC) invites offers for Advertising rights for signage above 15 feet from ground level for the Indian Tour and Zimbabwe Tour of Sri Lanka 2008, at RPICS, GICS & RDICS.

Your binding formal offer should comply with the “Terms and Conditions of the Offer” stated in Appendix II of this document and, the Appendix Nos. III, IV and V should be perfected according to the terms and conditions of the offer.

If your company intends to submit the offer in association with any other organization or institution for the purpose of production or marketing, please submit to us details of such organization or institution.

The perfected offer should be forwarded by you in duplicate in separate **Sealed Covers** by marking “*Original Copy*” and “*Duplicate Copy*” as appropriate on the top left hand corner of each cover. The top center of the cover should be marked “**Offer for Advertising Rights for Signage above 15 feet**”.

Your offer should reach the undermentioned address on or before 1600 hours on 26th May 2008.

SJMS Associates
Chartered Accountants
Level 3
2, Castle Lane
Colombo – 04
Sri Lanka

Please inform us of your intent to offer for the said rights by completing the letter of Intent given in Appendix I.

Yours faithfully,

SRI LANKA CRICKET
K. Mathivanan
Hony. Secretary

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(To be typed on Company Letterhead)

(To be submitted through Fax +94112582452)

LETTER OF INTENT

SJMS Associates
Chartered Accountants
Level 3
2, Castle Lane
Colombo – 04
Sri Lanka

Dear Sir,

OFFER FOR ADVERTISING RIGHTS FOR SIGNAGE ABOVE 15 FEET FROM GROUND LEVEL FOR INDIAN TOUR AND ZIMBABWE TOUR OF SRI LANKA 2008 AT R. PREMADASA INTERNATIONAL CRICKET STADIUM (RPICS), GALLE INTERNATIONAL CRICKET STADIUM (GICS) AND RANGIRI DAMBULLA INTERNATIONAL CRICKET STADIUM (RDICS)

We confirm our intent to bid for the above rights of Sri Lanka Cricket for the Indian Tour and Zimbabwe Tour of Sri Lanka 2008 for the period 7th July 2008 to 31st December 2008.

Authorized Signature:

Name and Designation of Signatory:

Name of Company:

Address:

Date:

**TERMS AND CONDITIONS OF OFFER
FOR ADVERTISING RIGHTS FOR SIGNAGE ABOVE 15 FEET FROM GROUND
LEVEL FOR INDIAN TOUR AND ZIMBABWE TOUR OF SRI LANKA 2008 AT R.
PREMADASA INTERNATIONAL CRICKET STADIUM (RPICS), GALLE
INTERNATIONAL CRICKET STADIUM (GICS) AND RANGIRI DAMBULLA
INTERNATIONAL CRICKET STADIUM (RDICS)**

1. DEFINITIONS

Advertising Rights for Signage above 15 feet shall mean the exclusive rights to advertise in hoardings, floodlights beams etc as specified in Annexure VI.

Matches shall mean International Cricket Matches comprising Test Matches and /or ODIs sanctioned by the ICC and conducted by SLC between the National Cricket Team of Sri Lanka and the visiting National Indian and Zimbabwe teams.

ODIs shall mean one day limited over International Matches played in accordance with the Rules of and sanctioned by the ICC.

Test Matches shall mean International Matches Played over a maximum of five days plus any reserve day if required and sanctioned by the ICC.

Territory shall mean the specified areas within the stadium.

Stadium shall mean RPICS, GICS & RDICS.

Benefits available for the Advertising Rights for signage above 15 feet from ground level of RPICS, GICS & RDICS offerors are listed under the Appendix VIII.

2. RIGHTS RETAINED BY SRI LANKA CRICKET (SLC)

- (a) Signage up to 15 feet from ground level at the RPICS, GICS and RDICS
- (b) Players individual sponsor rights
- (c) Team Sponsorship, Clothing Sponsorship, Headwear Sponsorship & TV, Radio, Internet, Mobile and Sponsorship rights.

3. REQUIREMENTS

The offeror shall agree to comply with the requirements listed under Appendix VII

4. PARTIES TO THE OFFER

The offer documents should be prepared and forwarded in the name of the party who will ultimately enter into the formal agreement with SLC for signage above 15 feet from ground level for the Indian and Zimbabwe Tour of Sri Lanka 2008 at RPICS, GICS & RDICS.

5. PRODUCTS

The brands advertised should not conflict with the products of Team Sponsor, Clothing Sponsor, Headwear Sponsor & TV, Radio, Internet, Mobile and Sponsorship Rights of Sponsor of SLC. The current sponsors are as follows:

- Team Sponsor: Dilmah Tea
- Clothing Sponsor: MAS Active (Pvt) Ltd.
- International TV Broadcasting Rights Holder: Taj TV Ltd.

6. CLOSING DATE

All offers will close on 26th May 2008 at 1600 hours.

7. DOCUMENTS REQUIRED

The offeror is required to submit the following documents:

- a. A copy of the certificate of incorporation certified by a Notary.
- b. A copy of the company's memorandum and articles of association certified by a Notary/Company Secretary.
- c. Annual report including the audited financial statements for the three years immediately preceding the date of the offer.
- d. In the case of consortia, each member of the consortium must furnish a letter of intent to form a consortium or constitute him or herself into a separate entity. In addition, the information requested above must be provided for each member along with Appendix IV.

8. DEPOSIT

A security deposit of US\$ 10,000 and a refundable deposit of US\$ 5,000 to be returned interest free within 60 days of the end of the contract and 30 days of opening the bids respectively, should be paid to the under mentioned account and the copy of the bank remittance slips should be attached to the offer document.

The remittance of refundable deposit shall be effected by SWIFT transfer to:
Commercial Bank of Ceylon Ltd.,

Foreign Branch
21, Bristol Street
Colombo – 01
Sri Lanka

To further credit of
Account No. : 2420814532
SWIFT CODE : “CCEYLKLX”

9. TERMS OF PAYMENT

All bids should be for a minimum guaranteed price of which 50% is payable upon signing of the Agreement and the balance 50% is payable on or before 15th August 2008. The minimum guaranteed price should be net of taxes to SLC.

The minimum guaranteed price consideration for the sale of Advertising Rights for signage above 15 feet from ground level at RPICS, GICS and RDICS should be confirmed by completing the Schedule Appendix V.

10. PRODUCTION COSTS

All production and clear up costs in relation to the rights will be borne by the offeror.

11. BANK GUARANTEE

In the event that the offer is accepted, an irrevocable unconditional bank guarantee-covering 50% of the minimum guaranteed price should be provided by the offeror in favour of SLC. Such irrevocable bank guarantee should be obtained from a reputed bank of international standing to SLC and which has a correspondent bank situated within Sri Lanka.

12. AGREEMENT

SLC shall provide the form of agreement to be entered into.

13. COMMUNICATION AND CLARIFICATION

All communication and clarifications regarding the offer should be in writing under the title “Advertising Rights above 15 feet” to the following addresses.

Postal: SJMS Associates
Chartered Accountants
Level 3
2, Castle Lane
Colombo – 04
Sri Lanka

Email: sjmsa@sjmsassociates.com

All clarifications will be responded through email within 48 hours of receipt. To ensure equity in the invitation to tender process, all clarifications will be copied to all other offerors.

14. DECISION

SLC reserves the unfettered right and absolute discretion at any time to:

- a. Waive off such terms as SLC thinks fit for non-compliance or late compliance by any offeror or prospective offeror, pertaining to any provisions of this invitation;
- b. Negotiate all or any of the terms with all or any offeror/s in order to arrive at a conclusive decision.

SLC shall have the sole discretion when selecting and awarding the above rights on an exclusive and /or shared rights basis.

15. FORCE MAJEURE

In the event of circumstances beyond the control of SLC which shall include (but shall not be limited to) acts of God, riot, civil commotion, including acts of local government and parliamentary authority, SLC will not be in default or liable for any delay or failure to comply with the terms of this offer.

16. CONFIDENTIALITY

All information contained in this offer document is proprietary to SLC. Each offeror is required to maintain strict confidentiality and shall not disclose the contents directly or indirectly to any third party otherwise than is required to process the offer document without the prior written consent of SLC.

17. GOVERNING LAW

The offer shall be governed in accordance with the laws of Sri Lanka.

DRAFT LETTER TO SLC

(To be typed on Company Letterhead)

SJMS Associates
Chartered Accountants
Level 3
2, Castle Lane
Colombo – 04
Sri Lanka

Dear Sir,

BINDING FORMAL OFFER FOR ADVERTISING RIGHTS FOR SIGNAGE ABOVE 15 FEET FROM GROUND LEVEL FOR INDIAN TOUR AND ZIMBABWE TOUR OF SRI LANKA 2008 AT R. PREMADASA INTERNATIONAL CRICKET STADIUM (RPICS), GALLE INTERNATIONAL CRICKET STADIUM (GICS) AND RANGIRI DAMBULLA INTERNATIONAL CRICKET STADIUM (RDICS)

We forward the duly completed Binding Formal Offer for the Advertising Rights for Signage above 15 feet from ground level for the Indian and Zimbabwe Tour of Sri Lanka 2008 at RPICS, GICS and RDICS by completing Appendix Nos. III, IV and V.

We have enclosed certified copies of the Certificate of Incorporation and the Articles of Association duly certified by a Notary and annual reports including the Audited Financial Statements of the company for three years immediately preceding.

We confirm that our proposal is being submitted **alone / in association with another organization or institute. *Details of such association are attached to this offer.*

Further, we confirm that our company is willing to accept the rights as identified by SLC as per our financial offer.

We have enclosed the copy of the Bank Remittance Slip as required.

Yours faithfully,

1. Signature:

Name:

Position:

Date:

2. Signature:

Name:

Position:

Date:

Company Seal/ Stamp

Note:

In the case of a company, the company seal should be affixed in the presence of two Directors or signed by an authorized signatory, (in which event the document granting the authority should be enclosed. Eg: Board Resolution, Power of Attorney).

INFORMATION CONCERNING THE OFFEROR

(To be typed on Company Letterhead)

Name of Company	:	.....
Business Address	:	.....
Telephone	:	.....
Fax	:	.....
Email	:	.....
Contact Person (with Designation)	:	.....
Registered Office	:	.....
Place of Incorporation	:	.....
Date of Incorporation	:	.....
Registration Number	:	.....
Board of Directors (Please List)	:	.....
Bankers	:	.....
Company Auditors	:	.....
Company Lawyers	:	.....
Describe Principal Business Activity	:	.....
Shareholders with over 5% of Holdings:	:	.....
	:
	:
.....	:
DIRECTOR	:	DIRECTOR
Company Seal	:	

CONFIRMATION OF MINIMUM GUARANTEED PRICE

(To be typed on Company Letterhead)

Our minimum guaranteed price for the Advertising Rights for Signage above 15 Feet from the ground level for the Indian and Zimbabwe Tour of Sri Lanka 2008 at RPICS, GICS and RDICS is US\$

.....
Director

.....
Director/ Secretary

Company Seal/ Stamp

AREA ABOVE 15 FEET

R. PREMADASA INTERNATIONAL CRICKET STADIUM (RPICS)

ADVERTISING SPACE ABOVE 15 FEET

Location		Size in Feet	No of Advertising Space
Grand Stand	Upper Pelmet	20 x 3	06
	Concrete Beam	17 x 3	06
	Aluminum Fence 1	16 x 3	04
	(Upper)	10 x 3	07
	Aluminum Fence 11 (Lower)		
A Block	A Upper Pelmet	16 x 3	17
	A Down Pelmet	16 x 3	17
	A Concrete Beam	17 x 3	17
	A Down Pelmet (Road side)	17 x 3	17
	Pillars	2.5x17	17
B Block	B Upper Pelmet	16 x 3	17
	B Down Pelmet	16 x 3	17
	B Concrete Beam	17 x 3	17
	Pillars	2.5x17	17
C-D Block	Upper Pelmet	16 x 3	36
	Concrete Beam (C-Side)	17 X 3	21
	Concrete Beam (D-Side)	17 x 3	18
	Pillars	2.5x17	40
Sight Screens	Khettarama Temple Side	20 x 20	02
	Same – Upper Pelmet	06 x 20	03
	Maligawatte Side	20 x 10	02
	Same – Upper Pelmet	16 x 03	03
Press Box	Upper Pelmet	20 x 4	01
	Upper Pelmet	20 x 3	04

AREA ABOVE 15 FEET

GALLE INTERNATIONAL CRICKET STADIUM (GICS)

ADVERTISING SPACE ABOVE 15 FEET

Location		Size in Feet	No of Advertising Space
Mahinda Rajapakse Pavilion / Media Building	1 st Level (Left)	9' - 10" x 2' - 8"	01
	1 st Level (Far Left)	60' x 2' - 8"	01
	1 st Level (Right)	23' x 2' - 8"	01
	2 nd Level (Left)	23' x 2' - 8"	01
	2 nd Level (Far Left)	60' x 2' - 8"	01
	2 nd Level (Right)	23' x 2' - 8"	01
	3 rd Level (Far Left)	60' x 8'	01
Right Side Of Old Pavilion	Hoarding	20' x 10'	01

AREA ABOVE 15 FEET

RANGIRI DAMBULLA INTERNATIONAL CRICKET STADIUM (RDICS)

ADVERTISING SPACE ABOVE 15 FEET

Location		Size in Feet	No of Advertising Space
Pavilion	4 th Level Boards	17 x 4	16
	3 rd Level Boards	18 x 3	18
	2 nd Level Boards	18 x 3.5	08
	1 st Level Boards	18 x 3	10
	Staircase	12 x 45	02
Sight Screen	On Top	111 x 8	01
Sigiri Side End	Canopy Boards	16 x 3	11
Lake Side	Canopy Boards	16 x 3	23
Sigiriya End Lake Side Sigiriya Side	Hoardings	20 x 10	32

APPENDIX VII

REQUIREMENTS

- A third party insurance should be obtained. SLC should be exonerated from any damages or injury or claim from any third party.
- Obtain insurance against severe weather conditions.
- Advertising material should be of international standards.
- Adhere to advertising regulations in Sri Lanka.
- All costs connected with the production and clear up the stadium after the match should be met by the rights holder.
- Advertising in respect of Tobacco, Liquor and gambling would not be permitted.

APPENDIX VIII

BENEFITS AVAILABLE FOR OFFERORS

- Ten (10) best category complementary tickets for each match.