

POINTS DISCUSSED IN THE PRE - BID MEETING FOR THE SPONSORSHIP CONTRACT OF BAI ON THURSDAY THE 19TH APRIL, 2018 AT BAI OFFICE, NEW DELHI

1) PERIOD OF AGREEMENT:

THREE (3) YEARS EFFECTIVE FROM THE DATE OF SIGNING THE CONTRACT UNLESS OTHERWISE TERMINATED.

2) PRE-QUALIFICATION CRITERIA FOR PARTICIPATION

A. THE APPLICANT SHOULD HAVE BEEN IN THE BUSINESS OF PROVIDING SPORTS SPONSORSHIPS AND ALLIED SERVICES FOR THE LAST FIVE YEARS.

B. THE APPLICANT SHOULD HAVE ACHIEVED AVERAGE ANNUAL TURNOVER OF AT LEAST RS. 300 CRORES GLOBALLY FROM OVERALL SPORTS BUSINESS DURING THE PAST 3 FINANCIAL YEARS 2014-15, 2015-16 AND 2016-17.

C. IN CASE A JOINT BID THE INDIAN APPLICANT SHOULD HAVE ACHIEVED AVERAGE ANNUAL TURNOVER OF AT LEAST RS. 200 CRORES FROM BUSINESS IN INDIA AND THEIR INTERNATIONAL PARTNER SHOULD INDIVIDUALLY HAVE AVERAGE TURN-OVER OF RS.300 CRORES GLOBALLY DURING THE PAST 3 FINANCIAL YEARS 2014-15, 2015-16 AND 2016-17.

WHILE SUBMITTING THE JOINT BID THE INTERNATIONAL PARTNER SHOULD PROVIDE THE LETTER OF AUTHORITY TO HIS INDIAN PARTNER AND THE FINANCIAL DOCUMENTS IN SUPPORT OF CREDENTIAL OF BOTH THE PARTNERS FOR THE FINANCIAL YEARS 2014-15, 2015-16 AND 2016-17 DULY CERTIFIED BY THE CHARTERED ACCOUNTANT SHOULD BE SUBMITTED.

D. THE APPLICANT SHOULD HAVE A REGISTERED OFFICE IN INDIA.

E. THE APPLICANT SHOULD NOT HAVE BEEN BLACK-LISTED BY ANY GOVERNMENT DEPARTMENTS, / SPORTS AUTHORITY OF INDIA AND AUTHORISED AGENCIES IN INDIA.

3) **EARNEST MONEY DEPOSIT:**

EARNEST MONEY DEPOSIT WILL BE RS. 50 LAKHS FAVOURING “ BADMINTON ASSOCIATION OF INDIA”. EMD OF THE SUCCESSFUL BIDDER WILL BE ADJUSTED FROM THE INSTALMENT PAYMENT. EMD OF UNSUCCESSFUL BIDDER WILL BE RETURNED, ON APPLICATION WITHIN 30 DAYS AFTER ALLOTMENT OF WORK TO THE SUCCESSFUL BIDDER.

4) **MINIMUM RESERVE PRICE:**

MINIMUM CASH SPONSORSHIP IS RS. 20 CRORES, OFFER LESS THAN THAT WILL STAND REJECTED.

5) **BAI OBLIGATIONS**

- A) THE SUCCESSFUL BIDDER WILL BE DESIGNATED AS “PRINCIPAL SPONSOR OF BAI”.
- B) BAI WILL ENDORSE SPONSORS AS “EXCLUSIVE OFFICIAL EQUIPMENT SUPPLIER ON BAI WEBSITE AND ALL ITS SOCIAL MEDIA CHANNELS”.
- C) BAI WILL GRANT SPONSORS THE EXCLUSIVE RIGHT AND LINCENSES TO USE BAI’S LOGO AND ANY OTHER LOGOS ASSOCIATED WITH TOURNAMENTS AND IN ALL ITS ADVERTISEMENT AND PROMOTIONS. SPONSOR’S LOGO WILL BE PRINTED ON ALL COMMUNICATIONS AND STATIONARIES WHILE ORGANISING TOURNAMENTS.
- D) THE SPONSOR WILL AUTOMATICALLY BECOME THE TITLE SPONSOR FOR NATIONAL CHAMPIONSHIPS SUCH AS SUB – JR. NATIONAL CHAMPIONSHIPS, JUNIOR NATIONAL CHAMPIONSHIP, SR. NATIONAL CHAMPIONSHIP AND VETERANS NATIONAL CHAMPIONSHIP AND THE DOMESTIC RANKING TOURNAMENTS PLUS INTER – ZONAL CHAMPIONSHIPS.

HOWEVER, BAI WILL BE FREE TO GET THE SECOND TITLE SPONSOR FOR NATIONAL CHAMPIONSHIPS, WHO WILL AUTOMATICALLY BE A NON COMPETING BRAND.

E) BAI WILL ENSURE THAT NO COMPETING BRANDS ARE ALLOWED TO DISPLAY OR CONDUCT ANY MARKETING AND/OR ADVERTISING MATERIALS WITHIN 500 METERS INSIDE / OUTSIDE OR IN THE VICINITY OF THE COMPETITION ARENA AND VENUE.

F) IF ANY FUTURE BADMINTON LEAGUE IS HELD BY BAI, BAI WILL GRANT THE SPONSOR THE PROMOTIONAL BENEFITS AS MENTIONED IN THE BID DOCUMENTS.

6) ADDITIONAL ITEMS

BAI WILL GET 50% DISCOUNT ON MRP ON THE GOODS TO BE PURCHASED FROM THE SPONSORS OUTSIDE THE PURVIEW OF THE CONTRACT.

7) LIQUIDATED DAMAGES / TERMINATION:

A) ANY INTENTIONAL BREACH BY BAI FROM THE PROVISIONS OF THE CONTRACT TO BE EXECUTED, SPONSORS SHALL GIVE IMMEDIATE NOTICE TO BAI FOR RECTIFICATION WITHIN SIXTY (60) DAYS. IF THE BREACH IS NOT RECTIFIED WITHIN 60 DAYS OF THE NOTICE, SPONSORS WILL HAVE THE RIGHT TO TERMINATE THE CONTRACT.

B) IF SPONSORS DO NOT FULFILL ITS OBLIGATION IN TIME BAI WILL GIVE WRITTEN NOTICE TO SPONSORS TO RECTIFY DEFAULTS WITHIN 60 DAYS. IF SPONSORS DO NOT COMPLY WITH THE OBLIGATIONS BEING NOTIFIED WITHIN THE TIME FRAME HEREIN WRITTEN, BAI WILL HAVE THE RIGHT TO TERMINATE THE CONTRACT.

8) ADDITIONS / ALTERNATIONS IN CONTRACT

IF AT ANY POINT OF TIME BAI OR SPONSORS NEED SOME REVISION IN THE CONTRACT THAT CAN ONLY BE ADDED / REVISED / ALTERED WITH MUTUAL WRITTEN CONSENT FROM BOTH THE PARTIES.

9) **FORCE MAJEURE:**

NEITHER PARTY SHALL BE LIABLE FOR ANY FAILURE OR DELAY ON EACH PART IN PERFORMING ANY OF ITS OBLIGATIONS OR FOR ANY LOSS OR DAMAGE CAUSED, CHARGES OR EXPENSES INCURRED OR SUFFERED BY REASON OF SUCH FAILURE OR DELAY IN SO FAR AS SUCH FAILURE OR DELAY SHALL BE OCCASIONED BY ANY CAUSE BEYOND THE CONTROL OF THE PARTY IN DEFAULT INCLUDING IN PARTICULAR (BUT WITHOUT PREJUDICE TO GENERALITY OF THE FOREGOING) WAR, STRIKES, OR LOCKOUT OF WORKMAN, RIOT OR CIVIL COMMOTION, ADMINISTRATIVE ACTION, RULES, REGULATIONS OR LEGISLATION AND ACT OF GOD, ENEMY ACTION OR ANY INEVITABLE INCIDENT AND IN THE EVENT OF ANY SUCH CAUSES INTERVENING THIS AGREEMENT SHALL STAND SUSPENDED UNTIL SUCH TIME AS THE CAUSE GIVING RISE TO SUCH SUSPENSION SHALL NO LONGER PREVAIL.

10) **ARBITRATION:**

FOR ANY DISPUTE, IF NOT SETTLED OR RESOLVED MUTUALLY, SAME SHALL BE REFERRED TO AND FINALLY RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE INDIAN ARBITRATION AND CONCILIATION ACT,1996. THE VENUE AND SEAT OF ARBITRATION SHALL BE NEW DELHI. THE PARTIES AGREE THAT SUCH DISPUTE(S) SHALL BE REFERRED FOR ARBITRATION TO AN ARBITRATOR, WHO WOULD BE A RETIRED JUDGE OF ANY HIGH COURT IN INDIA, TO BE NOMINATED BY MUTUAL CONSENT BETWEEN THE BAI AND THE SPONSORS. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH.

11) **INTERNATIONAL PARTICIPATION OF PLAYERS:**

A) BAI WILL ENSURE THAT ITS PLAYERS (NATIONAL AND NATIONAL BACK UP), IF QUALIFIED WILL PARTICIPATE IN ALL THE CATEGORIES AS PER WORLD BADMINTON CALENDAR GR-1 MAJOR EVENTS WHICH SHALL INCLUDE BUT SHALL NOT LIMITED TO WORLD CHAMPIONSHIP, THOMAS CUP, SUDHIRMAN CUP AND MULTI EVENTS GAME WHICH SHALL INCLUDE BUT NOT LIMITED TO OLYMPIC GAMES, ASIAN GAMES AND SEA GAMES, IF HELD DURING THE CONTRACT YEAR.

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- 1) MALAYSIA SUPER CUP (GR-2, LEVEL- 3 AND GR-2, LEVEL-4)**
- 2) INDONESIA SUPER SERIES (GR-2, LEVEL-2 & GR-2, LEVEL - 4)**
- 3) INDIA SUPER SERIES (GR-2, LEVEL -4)**
- 4) HONG KONG OPEN (GR-2, LEVEL-4)**
- 5) ALL ENGLAND TOURNAMENT (GR-2, LEVEL - 2)**
- 6) JAPAN SUPER SERIES (GR-2, LEVEL - 3)**
- 7) FRENCH OPEN (GR-2, LEVEL-3)**

NOTE: ANY OTHER TOURNAMENT OF ABOVE GRADE AND LEVEL (TOTAL NOT MORETHAN 12)

B) BAI WILL ENSURE THAT PLAYERS WILL PARTICIPATE IN THE FOLLOWING:

- 1) INDIA OPEN (GR-2, LEVEL-5)**
- 2) THAILAND OPEN (GR - 2, LEVEL - 5)**
- 3) CHINESE TAIPEI OPEN (GR-2, LEVEL - 5)**
- 4) AUSTRALIAN OPEN (GR-2, LEVEL - 5)**
- 5) VIETNAM OPEN (GR-2, LEVEL-6)**

C) BAI WILL ALSO ENSURE PARTICIPATION OF ITS YOUTH SQUAD AND PLAYERS IN THE FOLLOWING:

- 1) DUTCH JUNIOR**
- 2) GERMAN JUNIOR**
- 3) WORLD JUNIOR CHAMPIONSHIPS**
- 4) ASIAN JUNIOR CHAMPIONSHIPS**
- 5) ALL GRADE - 3 EVENTS**

