## **MUMBAI CRICKET ASSOCIATION**

WANKHEDE STADIUM, "D" ROAD, CHURCHGATE, MUMBAI 400020



# **Tender Document**

Sole Selling Rights for In-stadia Advertisement

<u>Last Date of Submission: 1<sup>st</sup> December 2023</u> <u>on or before 6.00 pm</u>

#### **TENDER NOTICE**

Tenders in Sealed Covers are invited from Advertisers for Sole selling Rights for Instadia Advertisement during Women International matches to be played at Wankhede Stadium and Dr.D.Y.Patil Stadium from 6<sup>th</sup> December 2023 to 9<sup>th</sup> January 2024. The advertisement space available is described in Annexure "I" & "II".

The schedule of matches is enclosed as Annexure "IV"

#### **INSTRUCTIONS TO THE TENDERER**

- 1. Tenderers should visit the site and acquaint themselves with the actual space available for display of advertisement and obtain clarification, if any, in advance from the Secretary and Jt. Secretary of MUMBAI CRICKET ASSOCIATION (MCA) before submitting their Tenders.
- According to information received from BCCI, the Test, T20I and ODI
  matches will be telecast live on Jio Cinema and Sports 18. The Tenderer
  may make any further enquiries if so desired from the Secretary and Jt.
  Secretary of MCA.

#### **TERMS AND CONDITIONS**

1. The Tenderer shall submit the bids in 2 sealed envelopes marked "A" and "B"

#### Envelope "A" should contain the following:

- a. Names and Addresses of all the Partners/Directors/Proprietor of Tenderer firm or Company.
- b. Registration Number of the Firm/Company.
- c. GST Registration Certificate of the Firm/Company
- d. Names and Addresses of the Banker/s.
- e. Particulars of the previous experience of similar contracts of the Firm/Company in the last 5 years.
- f. A Certificate to the effect that none of the Partners /Directors/Proprietor/Employees is/are a Member of the Managing Committee/Sub Committee of MCA.
- f. Income Tax Assessment Number of the Tenderer and their Partners/ Proprietor/ and Directors.

#### Envelope "B" should contain the following:

- a. The financial bid offered by the Tenderer. Amount shall be cumulative of all the matches.
- 2. MCA reserves the right at its discretion to reject/accept any Tender/s without assigning any reason whatsoever.
- 3. MCA reserves the right to negotiate the amount of bid after opening the Tenders before offering the Contract in the larger interest of the Association.
- 4. The last date for submitting the sealed tender is 1<sup>st</sup> December 2023 on or before 6.00 pm at the Office of the Mumbai Cricket Association.

- 5. The Tenderer shall submit non-interest bearing earnest money of amount equal to 50% of the bid amount by a Bank Demand Draft/Pay Order drawn in favour of "Mumbai Cricket Association" on a Scheduled Bank encashable at Mumbai along with the bid.
- 6. A tender once submitted cannot be withdrawn.
- 7. The earnest money shall be adjusted against the bid amount in case of successful bidder. Earnest money of unsuccessful bidder shall be returned within 7 days of awarding of the rights.
- 8. The Tenderer whose Tender is accepted shall, on or before Tuesday, 4<sup>th</sup>

  December 2023 before 6.00 P.M. pay at the Office of the MCA the

  remaining 50% of the amount of the Bid in the form of Bank Pay Order

  drawn in favour of Mumbai Cricket Association of a

  Nationalized/Scheduled Bank encashable at Mumbai.
- 9. The Tenderer shall not transfer or assign the advertisement rights either wholly or in part to any other party or person/s.
- 10. It shall be the sole responsibility of the Tenderer to obtain all the applicable Licenses and to ensure that all the statutory or the legal requirements, rules and regulations relating to the display of advertisements are fully complied with and the Tenderer alone shall be responsible for all consequences which may arise directly or indirectly on account of the breach or non-observance of any statutory or other legal requirements. The Tenderer shall keep MCA indemnified against any loss or damage, which MCA may incur or sustain on account of breach or non-observance of any statutory legal requirements or on account of any negligence on the part of the Tenderer or on the part of his workers/agents.
- 11. The Tenderer shall ensure that the advertisements displayed are not

objectionable or obscene or in respect of banned and/or prohibited products, goods and/or merchandise. The Tenderer alone shall be responsible for the consequences arising from display of any advertisement found to be banned, prohibited, objectionable, and/or obscene and the Tenderer shall keep MCA indemnified against any loss or damage which MCA may sustain and the cost/charges and expenses which MCA may incur in this regard.

- 12. M/s. Garware Group of Companies shall be given the first preference to advertise on all the sites in the Garware Pavilion at Wankhede Stadium at the rates fixed by Tenderer. The address is available with office of the Mumbai Cricket Association.
- 13. The Tenderer will be allowed to bring the advertisement material at the Stadium not earlier than awarding of contract. The Tenderer shall ensure that no part of Wankhede Stadium, the approach roads or the playing area inside Wankhede Stadium is damaged, obstructed or encroached upon in any manner whatsoever.
- 14. A limited number of workers and employees of the Tenderer will be permitted inside the Wankhede Stadium and other parts of MCA premises at the written request of the Tenderer to enable the Tenderer to hoist or put up the Hoardings and other advertising materials. However, access on the outfield and the stands in case of necessity will be permitted 48 hours before the commencement of the match to a limited number of bonafide employees/workers not exceeding ten in number. On the day when the match is being played only ten bonafide employees/workers will be admitted against specially issued passes by the MCA bearing photograph of the employee/worker and countersigned by MCA. Such employees/workers shall be confined to the area designated and shall not be permitted to enter the playing area or the outfield except in an emergency and with the prior permission of the Secretary of the Association.

- 15. The Tenderer alone shall be liable and responsible to ensure that the advertising material is securely placed and fixed and does not cause any obstruction and/or disturbance to the game or vision of the players and spectators and is not a source of injury, danger or nuisance to anyone including any person who is admitted into the property of MCA including Wankhede stadium and the Tenderer alone shall be answerable for and keep MCA indemnified against any loss or damage which may be caused or suffered by MCA due to the default of the Tenderer and/or his employees and/or workers in this regard.
- 16. The Tender alone shall be liable and responsible for the safety of the advertising material and MCA shall not be liable or responsible for any theft, pilferage, damage or destruction caused to the same for any reason whatsoever.
- 17. The Tender shall get the advertisement material insured at his own costs and expenses as well as ensure that his employees/agents/workers at site duly insured. The Tenderer shall also are ensure that his employees/agents/workers deputed on the site duly screened for security purposes and their names and particulars are properly recorded. MCA shall in no manner be liable or responsible for the safety and or acts of the agents/employees/workers of the Tendered and the Tenderer shall be liable and responsible for the same.
- 18. The Tenderer shall ensure that all the advertising materials are removed and the paintings are erased and property is restored to its original state within 48 hours after the conclusion of the match at its own cost. If any damage is caused to the structure and/or other property of the MCA or the playground in fixing, bringing or removing the advertisement material and/or if the advertisement material are not removed and/or duly effaced as stipulated herein above MCA may repair the damage and/or remove/efface the advertisement materials at the cost of the

Tenders towards which the Tenderer shall deposit with MCA a Sum of Rs. 5,00,000/- (Rupees Five Lakhs only) payable through a demand draft of a Nationalised/Scheduled bank encashable at Mumbai before the Tenderer is permitted to bring the advertisement material. The said deposit shall not carry any interest and shall be refunded after all the advertisement materials have been removed and damages if any, caused to MCA property are deducted therefrom. This is without prejudice to the rights of MCA to claim, demand and recover from the Tenderer additional amount by way of such damages in case the sum of Rs.5,00,000/- is not adequate to cover such claim.

- 19. If any match is cancelled prior to the day of scheduled commencement, the pro rata amount for the said match shall be refunded by the MCA within one month of cancellation of the match. No interest shall be payable on the amount refunded. The Tenderer however shall not be entitled to any compensation or reimbursement of any loss or expenditure which the Tenderer may incur or suffer whether directly or indirectly concerning the said match. The defaulting Tenderer shall not be entitled to any benefit of this condition.
- 20. If the duration of the match is curtailed or the match is cancelled (except in circumstances mentioned above) or if the match is not telecast live, wholly or in part either due to rain, adverse weather, riot, civil disturbance, commotion, security requirements or any other cause or reason whatsoever or if the number of T.V. Cameras and/or their location is changed/altered or reduced the same shall not be a ground for cancellation of the Agreement or non-payment by the Tenderer of the whole or part of the amount of bid as the case may be and the MCA shall not be liable to pay to the Tenderer any compensation, or amount for loss or damage which the Tenderer may suffer or incur whether directly or indirectly in this regard.
- 21. The Tenderer must know that BCCI (i.e. Board of Control for Cricket in India) has an agreement with sponsors as mentioned in Annexure III for

the International Matches during the period of this contract and they have

exclusivity in mentioned categories. The Tenderer shall ensure that there

shall be no conflicting advertisements during the Test, ODI and T20

Matches. The Tenderer shall be solely liable and responsible for any breach

in this regard.

22. If any dispute, difference or question shall at any time hereafter arise

between the parties hereto or their respective representatives in respect of

the construction of these presents or concerning anything herein contained

or arising out of these present or as to the rights, liabilities or duties of the

parties hereto, the same shall be referred to Sole arbitration of the President

of MCA in accordance with provisions of the Arbitration and Conciliation

Act, 1996 or any statutory modification or amendment thereof for the time

being in force, whose decision in relation to any such dispute or difference

shall be final and binding on the parties hereto. The arbitration shall be

conducted at the office of MCA or such other place in Mumbai as the MCA

may deem convenient.

Sd/-

(Ajinkya Naik)

**Secretary** 

Date: 29/11/2023

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#### Annexure - I

The Schedule of Advertisement Space available:

- 1. Two Sight screens
- 2. Boundary Rope
- 3. Ground Level perimeter board advertisement around the boundary line excluding 10 boards for (Series Sponsor).

MCA has an agreement with TATA for advertisement space 40' x 3' and 40'x 3' on either side of the sight screen at North Stand ground level at Wankhede Stadium. TATA also has the exclusive right to wall branding on either side of the sight screen at North Stand below the commentary boxes at Wankhede Stadium.

#### **Annexure - II**

- 1. Roof Top of Entire Stadium
- 2. Balconies of all the Stands (wherever available)
- 3. Pillars within the Stands (wherever available)

## **Annexure - III**

	SPONSOR	DESIGNATION	CATEGORY	
1	IDFC FIRST Bank	Title Sponsor	Banking, Banking Financial Company and Non Banking Financial Company	
2	SBI Life	Official Partner	Insurance & Aggregators	
3	Dream11	Lead Sponsor	Fantasy Sports (including Fantasy Gaming and Fantasy Gaming Content)	
4	Adidas	Kit Sponsor	Athleisure wear, performance wear & sports merchandise / equipment	
5	Sports18 and Jio Cinema	Broadcaster	Broadcast & Media	

### <u>Annexure – IV</u>

Day	Date	Schedule	Venue
Wed	06-Dec-23	1st T20I - India Women vs England Women - 7:00 PM	Wankhede Stadium
Sat	09-Dec-23	2nd T20I - India Women vs England Women - 7:00 PM	Wankhede Stadium
Sun	10-Dec-23	3rd T20I - India Women vs England Women - 7:00 PM	Wankhede Stadium
Thu	14-Dec-23		
Fri	15-Dec-23	Only Test - India Women vs England Women -	DY Patil Stadium
Sat	16-Dec-23	9:30 AM	
Sun	17-Dec-23		
Thu	21-Dec-23		Wankhede Stadium
Fri	22-Dec-23	Only Test - India Women vs Australia Women -	
Sat	23-Dec-23	9:30 AM	
Sun	24-Dec-23		
Thu	28-Dec-23	1st ODI - India Women vs Australia Women - 1:30 PM	Wankhede Stadium
Sat	30-Dec-23	2nd ODI - India Women vs Australia Women - 1:30 PM	Wankhede Stadium
Tue	02-Jan-24	3rd ODI - India Women vs Australia Women - 1:30 PM	Wankhede Stadium
Fri	05-Jan-24	1st T20I - India Women vs Australia Women - 7:00 PM	DY Patil Stadium
Sun	07-Jan-24	2nd T20I - India Women vs Australia Women - 7:00 PM	DY Patil Stadium
Tue	09-Jan-24	3rd T20I - India Women vs Australia Women - 7:00 PM	DY Patil Stadium