

MUMBAI CRICKET ASSOCIATION

WANKHEDE STADIUM, "D" ROAD, CHURCHGATE, MUMBAI 40020



Tender Document

Sole Selling Rights for In-stadia
Advertisement

Last Date of Submission: 25th October 2019
on or before 6.00 pm

TENDER NOTICE

Tenders in Sealed Covers are invited from Advertisers for Sole selling Rights for Instadia Advertisement during Test, One Day and T20 International matches to be played at Wankhede Stadium for a period of three years commencing from 1st November 2019 to 30th October 2022. The advertisement space available is described in Annexure “I” & “II”.

The following matches will be staged at Wankhede Stadium during 2019-20 season:

A) 6th December 2019 – 1st T20I between India & West Indies

B) 14th January 2020 – 1st ODI Match between India & Australia

The Tenderer may bid for both the matches together or each match individually.

The advertisement space available is described in Annexure “I” & “II”.

The Tenderer must quote on per match basis.

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.
2. According to information received from BCCI, the above mentioned T20I and ODI matches will be telecast live on Star Sports. 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 per match offered by the Tenderer.
Please note that the bid amount will be increased by 10% every year till the expiry of the term of this tender.
2. The reserve price for the bid is Rs.2,25,00,000/- (Rupees Two Crores Twenty Five Lakhs only) per match.
Plus GST as applicable from time to time.
 3. MCA reserves the right at its discretion to reject/accept any Tender/s without assigning any reason whatsoever.
 4. 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.

5. The Tenderer shall submit non-interest bearing earnest money of Rs.50,00,000/- (Rupees Fifty Lakhs only) 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. The last date for submitting the sealed tender is 25th October 2019 on or before 6.00 pm at the Office of the Mumbai Cricket Association.
7. The Financial bids will be opened at the Office of the Association. All the bidders are advised to depute their representative to remain present during the opening of the bids. The date and time of the meeting will be intimated to you.
8. A tender once submitted cannot be withdrawn.

9 a) The Schedule of payment for T20I to be played on 6th December 2019:

The Tenderer whose Tender is accepted shall, on or before Friday 8th November 2019 before 6.00 P.M. pay at the Office of the MCA 50% of the amount of the Bid (inclusive of earnest money) by way of first Installment in the form of Bank pay Order drawn in favour of Mumbai Cricket Association of a Nationalized/Scheduled Bank encashable at Mumbai. The Second Installment of remaining 50% of the amount of bid shall be paid on or before Wednesday, 20th November 2019 before 6.00 P.M. in the form of a Bank Pay Order drawn in favour of Mumbai Cricket Association of a Nationalised /Scheduled Bank encashable at Mumbai.

9 b) The Schedule of payment for ODI to be played on 14th January 2020:

The Tenderer whose Tender is accepted shall, on or before Friday 13th December 2019 before 6.00 P.M. pay at the Office of the MCA 50% of the amount of the Bid (inclusive of earnest money) by way of first Installment in the form of Bank pay Order drawn in favour of Mumbai Cricket Association of a Nationalized/Scheduled Bank encashable at Mumbai. The Second Installment of remaining 50% of the amount of bid shall be paid on or before Monday, 30th December 2019 before 6.00 P.M. in the form of a Bank Pay Order drawn in favour of Mumbai Cricket Association of a Nationalised /Scheduled Bank encashable at Mumbai.

9 c) Payment Schedule for the Second Year:

All the payments in the respect of 2nd and 3rd year of the Term shall be made in the following manner:

- i) First instalment: 50% of the bid amount to be paid within 8 days from the receipt of the letter from MCA informing about the Match to be played at Wankhede Stadium.
- ii) Second instalment: Remaining 50% of the bid amount to be paid 30 days prior to the scheduled match.

9 d) If the Bidder whose Tender has been accepted fails to pay the amount of first Installment and/or the second Installment before the date and time and in the manner stipulated hereinabove, MCA may at its option forfeit the 1st installment without prejudice to any other rights which MCA may have and/or exercise and/or allot the advertisement rights to any other party by private treaty or otherwise (whether a Tender had earlier been received from such party or not) for such amount and on such terms and

conditions as MCA may decide and recover from the Tenderer whose bid was accepted in the first instance, the shortfall, if any, between the amount of bid, which was first accepted and the amount recovered from the party, to whom the advertisement rights are finally allotted with interest thereon at 24 per cent per annum till payment and/or realisation.

10. The Tenderer shall not transfer or assign the "advertisement rights either wholly or in part to any other party or person/s.
11. 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.
12. 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.

13. M/s. Garware Group of Companies shall be given the first preference to advertise on all the sites in the Garware Pavilion at the rates fixed by Tenderer. The address is available with office of the Mumbai Cricket Association.
14. The Tenderer will be allowed to bring the advertisement material at the Stadium not earlier than seven days before the commencement of the Match. 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.
15. 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 7 days before the date of match 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.
16. 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.

17. 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.
18. 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 are duly insured. The Tenderer shall also 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.
19. 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.

20. If any match is cancelled prior to the day of scheduled commencement, the entire principal amount paid for the said match shall be refunded by the MCA within one month of cancellation of the match or on receipt of the insurance claim whichever is later. However in case the claim amount received is less than the principal amount relating to the said match then the Tenderer shall be paid the actual claim amount so received in full and final settlement of his claim for the said 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.

21. If the duration of the match is curtailed or the match is cancelled (except in circumstances mentioned in condition No. 18) 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.

22. 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 both 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 ODI and T20 Matches. The Tenderer shall be solely liable and responsible for any breach in this regard.
23. 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/-	Sd/-
(Sanjay Naik)	(Shahalam Shaikh)
Secretary	Jt. Secretary

Date: 17/10/2019

Annexure - I

The Schedule of Advertisement Space available:

1. Two Sight screens - Trivision sight screens to be provided by the agency.
2. Boundary Rope
3. Ground Level perimeter board advertisement around the boundary line excluding 12 boards (20' x 3') 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. TATA also has the exclusive right to wall branding on either side of the sight screen at North Stand below the commentary boxes.

Annexure - II

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

Annexure - III

	SPONSOR	DESIGNATION	CATEGORY
1	BYJU'S	Official Team Sponsor	Online and Offline education and which includes but is not limited to mobile applications, websites, web applications, and offline learning centers & educational institutions
2	Paytm	Title Sponsor	Payment Services and Payment Services and Online Services (Travel, Ground Transport and Hotel Bookings)
3	Pepsi Co.	Official Partner	Non-alcoholic beverages, snacks and breakfast cereal.
4	Dream11	Official Partner	Fantasy Sports (including Fantasy Gaming and Fantasy Gaming Content)
5	LafargeHolcim (ACC Cement & Ambuja Cement)	Official Partner	Building Materials (including Cement)
6	NIKE	Official Kit Sponsor	Athleisure apparel

Kindly note that "Pepsi Co." will be replaced by "Hyundai Motor India Ltd" (Four wheeler consumer Automobiles) effective from January 1st 2020.