

EOI DOCUMENT

OFFICIAL PARTNERSHIP RIGHTS

BANGLADESH PREMIER LEAGUE (BPL)T20 (9th,10th & 11th edition)

EOI DOCUMENT

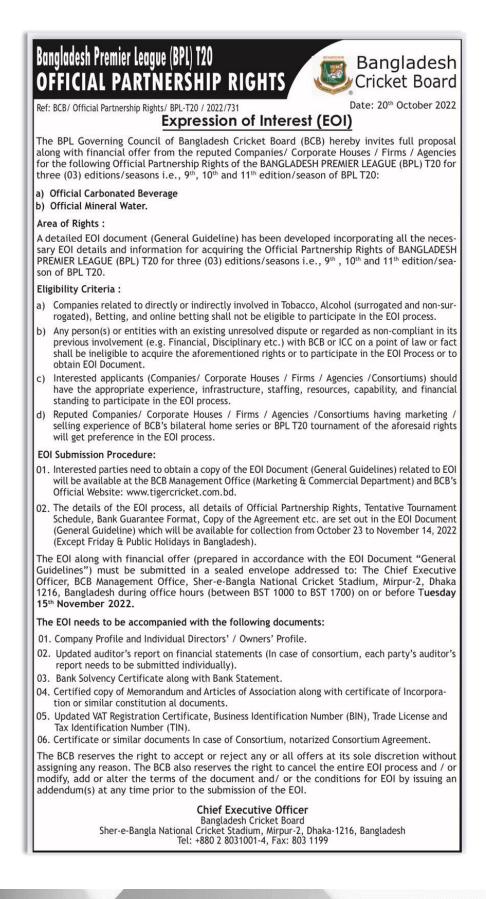
OFFICIAL PARTNERSHIP RIGHTS

Official Carbonated Beverage Partner & Official Mineral Water Partner

BANGLADESH PREMIER LEAGUE (BPL)T20 (9th,10th & 11th edition)

Invitation to EOI | Official Partnership Rights I BPL T20 I 9th ,10th & 11th edition

EOI ADVERTISEMENT



1. INTRODUCTION

- 1.1 BPL Governing Council of Bangladesh Cricket Board (BCB) has been organizing a franchisee based domestic Twenty20 Cricket Tournament since 2012 under the brand name "BANGLADESH PREMIER LEAGUE T20" (BPL T20)". The BPL T20 Tournament ("the Tournament") is a competitive T20 tournament in which international cricket players along with the local players of Bangladesh has been participating. The goal of the Tournament is to assists in development and enhancement of the skills of local players as it provides the players an opportunity to play, learn and share experiences with the international players.
- 1.2 After successful completion of 08 (Eight) editions/ seasons of BPL T20 including the special edition of Bangabandhu Bangladesh Premier League (BBPL) T20 2019 and 2021, BPL Governing Council of Bangladesh Cricket Board (BCB) is desirous to organize the three (03) consecutive editions/seasons of BPL T20 i.e., 9th, 10th and 11th which is tentatively scheduled to be held in 2023, 2024 and 2025 respectively.
- 1.3 In this connection, BCB published an EOI (Expression of Interest) advertisement in the national daily newspapers on 20th of December 2022 inviting offers from the reputed entities (e.g. Organizations /Corporate Houses /Companies/ Consortium/ Sole Proprietorship Firms/Partnership Firms/ Agencies) for granting the Official Partnership Rights of the Bangladesh Premier League (BPL) T20 for three (03) editions/seasons i.e. 9th 10th & 11th edition/season of BPL T20.

2. DEFINITION

- 2.1 "Applicable Law" means all applicable statutes, laws, ordinances, rules and regulations, including but not limited to, any license, permit or other governmental Authorization, in each case as in effect from time to time;"
- 2.2 BCB means the Bangladesh Cricket Board, the governing body to regulate and promote the game of cricket in Bangladesh and recognized under the National Sports Council Act 1974 with its Office at Shere-Bangla National Cricket Stadium, Mirpur-2, Dhaka 1216, Bangladesh and its successors and assigns.
- 2.3 BCB Network Logo means the BCB logo.
- 2.4 Official Partnership Rights means and includes only **Official Carbonated Beverage Partner & Official Mineral Water Partner**.
- 2.5 BPL Sponsor means any third party who has entered into, or enters into during the contract Period, a sponsorship agreement with BCB, including but not limited to the Official Carbonated Beverage Partner, Official Mineral Water Partner, Official Ticket Selling Partner and Official Sanitizing Partner etc.
- 2.6 BPL shall mean the franchisee based T20 tournament named Bangladesh Premier League organized by the BCB.
- 2.7 BPL Governing Council means the body formed by the BCB to operate the Bangladesh Premier League (BPL) smoothly, effectively and successfully.
- 2.8 BPL Mark means the official BPL emblem (including any foreign translation and any permutation and derivation thereof), any trademark owned or controlled by BCB and any BPL Event Marks produced from time to time.
- 2.9 Branding Guidelines means those regulations, restrictions and limitations issued from time to time by, or on behalf of BCB relating to the use and reproduction of the official titles of each BPL edition, the BPL Event Marks and third-party marks, logos and devices.

- 2.10 Intellectual Property means all copyright, trademarks, patents and other intellectual property rights howsoever arising and in whatever media now known or hereafter devised, whether or not registered or capable of registration, including trademarks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.
- 2.11 Matches mean the T20 matches forming part of, and comprising, the BPL Events; and "Match" shall refer to any one of the Matches.
- 2.12 Period means a period of three (03) editions/seasons (i.e. 9th ,10th &11th edition/season of BPL T20).
- 2.13 Rights Fee means the fee to be paid by the Official Partnership Rights Holder to BCB for the grant of the Rights.
- 2.14 Sub-Licensed Rights means those parts of the Rights which are granted to a Sub-Licensee under a Sub-License Agreement.
- 2.15 T20 means a Twenty20 Match.

3. NAME OF THE TOURNAMENT

The 9^{th} , 10^{th} and 11^{th} edition/season of BPL T20 Tournament has been named as "BANGLADESH PREMIER LEAGUE T20 (BPL T20)".

4. COMMENCEMENT

The 9th , 10th and 11th edition/season of BPL T20 Tournament are tentatively scheduled to commence on 2023, 2024 & 2025.

TENTATIVE SCHEDULE

SL No	Edition	Teams	Date (Tentative)	Year (Tentative)	Days (Tentative)
1	9 th Edition	07	January 05 - February 16	2023	43
2	10 th Edition	07	January 06 - February 17	2024	43
3	11 th Edition	07	January 01 – February 11	2025	42

Note: <u>BCB reserves the right to increase or decrease the number of participating teams, commencement</u> <u>date, and year of any edition/season of the BPL T20 tournament at its sole discretion.</u>

5. PARTICIPATING TEAM

Only 07 (Seven) Franchise Teams will participate in The 9^{th} , 10^{th} and 11^{th} edition/season of BPL T20 Tournament.

However, BCB may increase or decrease number of participating teams in BANGLADESH PREMIER LEAGUE T20 (BPLT20) at its sole discretion.

6. TOTAL MATCH

A total of 46 matches will be played throughout the tournament including 03 play-off and the final match.

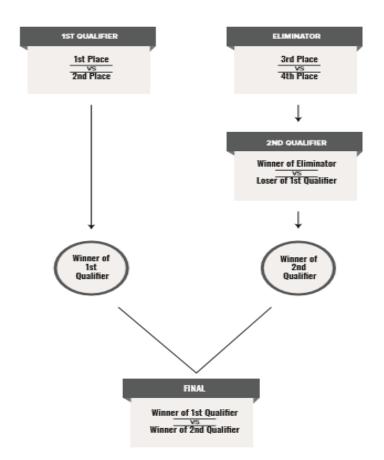
However, BPL Governing Council /BCB may increase or decrease matches by including or excluding number of participating teams in BANGLADESH PREMIER LEAGUE T20 (BPLT20) at its sole discretion.

7. FORMAT OF THE TOURNAMENT

After completion of the double league round, top **04 (four) teams** will play the **Play-off matches**. There will be 03 (three) Play-off matches, **1**st **Qualifier match**, **The Eliminator match** and **2**nd **Qualifier match**.

1st **Qualifier** match will be played between the teams standing number 1 (one) and 2 (two) of the point table after completion of the double league rounds. **The Eliminator** match will be played between the team standing number 3 (one) and 4 (two) on the point table. **2**nd **Qualifier** match will be played between the Winning Team of The Eliminator match and the losing Team of 1st Qualifier match.

The **Final** will be played between the winner Teams of 1st and 2nd Qualifier match. The team winning the final match will be the **Champion**. In the case of no result in the final match the participating teams will be declared <u>Joint Champion</u>.



8. TOURNAMENT VENUE (TENTATIVE):

All matches of BPL T20 tournament will be played in three (03) International Venues as follows:

- i. Sher-e- Bangla National Cricket Stadium (SBNCS), Dhaka
- ii. Zohur Ahmed Chowdhury Stadium (ZACS), Chattogram,
- iii. Sylhet International Cricket Stadium (SICS), Sylhet.

9. GRANT

9.1 BPL Governing Council of Bangladesh Cricket Board (BCB) organizes a franchisee based domestic Twenty20 Cricket Tournament in Bangladesh under the brand name "BANGLADESH PREMIER LEAGUE T20" (BPL T20). This Document constitutes an invitation to entities to submit the EOI along with financial offer for acquiring the Official Partnership Rights of BANGLADESH PREMIER LEAGUE T20 (BPL T20) for three (03) editions/seasons i.e. 9th, 10th and 11th edition/season of BPL T20.

10. ELIGIBILITY

- 10.1 Companies related to Tobacco, Alcohol (surrogated and non-surrogated), Betting, Online Betting shall not be eligible to participate in the EOI process.
- 10.2 Any person(s) or entities with an existing unresolved dispute or regarded as non-compliant in its previous involvement (i.e. Financial, Disciplinary and any other) with BCB or ICC on a point of law or fact shall be ineligible to acquire the aforementioned rights or to participate in the EOI Process or to obtain EOI Document from BCB.
- 10.3 Reputed Business Houses/ Companies/ Parties/ Agencies / Consortiums having marketing / selling experience of BCB's bilateral home series or BPL T20 tournament of the aforesaid rights will get preference in the EOI process.
- 10.4 The EOI participant shall have the legal capacity to enter into a contract. The EOI participant shall not be insolvent, bankrupt or wound up or its business activities shall not be suspended and it shall not be subject to legal proceedings for any of the above.

11. FINANCIAL PROPOSAL

- 11.1 The financial proposal should state the figure of the NET Sponsorship Fee in Bangladeshi Taka and/or US Dollars (in words and numbers) excluding of VAT/Tax/any other deductions depending on local or foreign EOI Participant.
- 11.2 The following payment structure shall apply in respect of the Official Partnership (Official Mineral Water & Beverage) Fee shall be payable by the successful EOI participant to BCB in the following manner:
 - (i) The Official Partners Rights (Official Mineral Water & Beverage) Fee (i.e. the offered value) of BANGLADESH PREMIER LEAGUE T20 (BBPL T20) for three (03) editions/season must be paid in Three (03) installments per edition/season as per following manner:

 \cdot 1st Installment – 50% must be paid within 03 (three) working days from the date of issuing Letter of Intent (LOI) for 9th edition/season and at least 30 days before the start of tournament in relation to 10th and 11th edition of BPL T20.

· 2nd Installment – 25% must be paid within League Stage of BPL T20 (each edition/season).

 \cdot **3**rd **Installment** – 25% must be paid within 15 days from the date of completion of the BPL T20 (each edition/season).

(ii) The Mode of Payment: Bank transfer at the BCB designated account/ Account Payee Cheque/ Pay order/ DD. (iii) Currency: For local company in Bangladeshi Taka; for foreign company in US Dollar.

- 11.3 Penalty for delay payment: In the event the successful EOI participant fails to make payments as aforesaid on the stipulated dates, the successful EOI participant shall be liable to pay interest @ 5 % from the due date of payment till the completion of the 15 days cure period given by BCB by serving a notice.
- 11.4 The successful EOI participant must submit an unconditional and irrevocable Bank Guarantee as per BCB standard format (ANNEXURE A) for the sum of 50% of the NET offered value accepted by BCB in favour of "**BCB Bangladesh Premier League T20**" that is valid for a period of 01 year, within 72 hours of confirmation from BCB. In case of any breach/default on the part of the company/party/agency to comply with the terms and conditions of the EOI documents, the rights awarded to successful participant shall be considered terminated automatically.
- 11.5 In case of any breach/ default on the part of successful bidders/ the company/ party/ agency in the payment process, Bank Guarantee (BG) provided by the successful bidders shall be drawn/ en-cashed by BCB without assigning any notice.
- 11.6 The successful EOI participant will be required to execute Long Form contract/agreement provided by BCB within 07 (Seven) working days of the intimation of the award of the contract at place and time to be notified by BCB later. Failure to execute such contract/agreement and to provide the payment of the first installment of the contract/agreement price will mean that the Sponsorship Rights shall be considered terminated automatically.
- 11.7 The payment referred above will be secured accordingly from the successful EOI participant and failure to comply will result in disqualification.
- 11.8 The payment of sponsorship fees is NET amount and excluding of VAT/Tax & any other deductions.

12. RIGHTS OF THE SUCCESSFUL EOI PARTICIPANT

- 12.1 The successful EOI participant (also referred to as the "Sponsor") will be required to sponsor in the BANGLADESH PREMIER LEAGUE T20 (BPL T20) for three (03) editions/seasons of BPL T20 i.e. 9th, 10th and 11th edition/season of BPL T20 Tournament are tentatively scheduled to commence on 2023, 2024 & 2025 and will enjoy the benefits set out in the OFFICIAL PARTNERSHIP RIGHTS BENEFITS:
- 12.2 The successful EOI Participant may sell or assign the right of sponsorship to a third party for once only after obtaining prior written consent/approval from BCB.
- 12.3 There shall be no exclusivity in awarding sponsorship rights in other category rights under BCB. For avoidance of doubt the BCB may take any sponsor including but not limited to Title Sponsorship & Ground Branding Rights Holder, Media Broadcasting Partner, ISP Partner, Hospitality Partner, Telecom Partner etc. that may conflict with the Official Partnership Rights Holder. For ease of understanding, under any and all circumstances, the BCB shall have the right to obtain any sponsor at its sole discretion.
- 12.4 The Sponsorship Rights shall not include any additional branding tools/items as detailed in the EOI Document.
- 12.5 BCB reserves the right to cancel, change, modify or add any clause, terms and conditions at any time and at any stage at its sole discretion

13. CANCELLATION/RESCHEDULING OF MATCHES/SERIES'/TOURNAMENT:

- 13.1 BCB shall not be liable for any cancellation or rescheduling (including but limited to curtailed over match, change of venue, change of format, change of opponent, change of match timing & date etc.) of any T20 Match of any edition of the BPL T20 tournament i.e. 9th 10th & 11th edition on account of inclement weather, rain, bad light, COVID 19 Pandemic or for any other reason whatsoever that is beyond the control of BCB, either without a ball being bowled or after the match has commenced for a specific period of time.
- 13.2 Under any circumstances, the Sponsorship Fees payable to the BCB shall be increased or added or reduced or deducted on a pro-rata basis for any increment or cancellation or rescheduling or Abandoned of any match.
- 13.3 In case of increase/decrease in number of matches, the rights fee will be increased/decreased proportionately considering the worth of the match etc.
- 13.4 In case of match cancellation, both parties shall amicably solve the matter.

14. OFFICIAL PARTNERSHIP RIGHTS' BENEFITS:

14.1 **RIGHTS OF OFFICIAL CARBONATED BEVERAGE PARTNER**

Branding Opportunity:

- a) Branding opportunity in all T20 matches in BPL T20 Tournament Logo exposure on Carbonated Beverage Drinks Trolley. However, drinks trolley of "Official Carbonated Beverage Drinks" shall enter inside the ground during the drinks break of any BPL match.
- b) Displaying <u>Carbonated Beverage partner's branded bottle</u> on the head table of all media conferences organized during BBPL T20 Tournament.
- c) Logo exposure on match day on the following items;
 - i) Drinking bottles
 - ii) 10 Umbrella (Size, design and placement to be determined by the BCB)
 - iii) 07 Refrigerators (placement to be determined by the BCB)
- In-stadia Branding Rights 01 Perimeter board in all venues where matches of BPL T20 Tournament will be played. Position of such board to be determined by BCB. The size of the board is:

Height 1 m X Length 6 m (2 pieces of 1 m X 3 m can be displayed on the ground)

Note: In case of digital LED boards 1.43% of the advertisement will display Official Carbonated Beverage partner's products/services/brands during each match.

- e) BCB Standard Branding Practice BPL website, Facebook page, Event Backdrops & Magazines.
- f) **01 Roman Banner** in all venues of BPL T20. Position of such board to be determined by the BCB. The size of the banner is:

Height 40ft X Length 10 ft.

g) "Official Beverage Partner of BPL T20 Tournament" status.

Invitation to EOI | Official Partnership Rights I BPL T20 I 9th ,10th & 11th edition

- h) Branding opportunity in the press conferences.
- i) Official Beverage Partner Declaration through Press Conference and Backdrop branding:
 - i) Pre-Match and Post Match Interview Backdrop Branding
 - ii) Flash interview Backdrop Branding
 - iii) Post-Match Presentation Backdrop Branding
 - iv) Post-Match Prize Giving Ceremony & Backdrop Branding

Carbonated Beverage Requirements & Supply

- a) The carbonated Beverage Partner must ensure smooth supply of minimum **8,000 case** of carbonated beverage (i.e. 1 case must contain at least 24 pieces of 250ml size bottles) at the designated venue 72 hours prior to start the tournament.
- b) The beverage partner also must ensure smooth supply of **2000 bottles** of (i.e. Gatorade or Glucoside or Powerade etc. each bottle of 500ml) at the designated venue 72 hours prior to start the tournament. Such sports energy drink must contain sufficient (or as per BCB requirement) Electrolyte.

Regulations

The sponsor shall be liable at all time to ensure:

- a) Installation, maintenance, transport, movement, repair, rebuild, replace, execute, customize, removal of all the brandings mentioned above.
- b) All the costs related to installation, maintenance, transportation, movement, repair, rebuild, replacement, execution, customization and removal of all the brandings mentioned above.
- c) Official Carbonated Beverage Partner's logo must be delivered in AI , PNG & JPEG format.

14.2 RIGHTS OF OFFICIAL MINERAL WATER PARTNER

This grant of **Official Mineral Water Right** is subject to the following terms and conditions:

Branding Opportunity

- Branding opportunity in all T20 matches in BPL T20 Tournament Logo exposure on Official Mineral Water Drinks Trolley. However, drinks trolley of "Official Mineral Water" shall enter inside the ground during the drinks break of any BPL match.
- b) Displaying Official Mineral Water's branded bottle on the head table of all media conferences organized during BPL T20 Tournament.
- c) Logo exposure on match day on the following items.

i) Drinking bottlesii) 10 Umbrella (Size, design and placement to be determined by the BCB)iii) 07 Refrigerators (placement to be determined by the BCB)

d) In-stadia Branding Rights – 01 Perimeter board in all venues where matches of BBPL T20 Tournament will be played. Position of such board to be determined by BCB. The size of the board is:

Height 1 m X Length 6 m (2 pieces of 1 m X 3 m can be displayed on the ground)

Note: In case of digital LED boards 1.43% of the advertisement will display Official Mineral Water's products/services/brands during each match.

- e) BCB Standard Branding Practice BPL Website, Facebook page, Event Backdrops & Magazines.
- f) **01 Roman Banner** in all BPL T20 Matches. Position of such board to be determined by the BCB. The size of the banner is:

Height 40ft X Length 10 ft.

g) "Official Mineral Water Partner of BPL T20 Tournament" status.

- h) Branding opportunity is press conferences.
- i) Official Mineral Water Partner Declaration through Press Conference and Backdrop branding:

i) Pre-Match and Post Match Interview Backdrop Branding

- ii) Flash interview Backdrop Branding
- iii) Post-Match Presentation Backdrop Branding
- iv) Post-Match Prize Giving Ceremony & Backdrop Branding

Mineral Water Requirements & Supply

- a) The Official Mineral Partner must ensure smooth supply of minimum 7,000 case of Mineral Water (i.e. 1 case must contain at least 24 pieces of 500ml size bottles) at the designated venue 72 hours prior to start the tournament.
- b) The Official Mineral Water Partner also must ensure smooth supply of 500 bottles of (i.e. Gatorade or Glucoside or Powerade etc. each bottle of 500ml) at the designated venue 72 hours prior to start the tournament. Such sports energy drink must contain sufficient (or as per BCB requirement) Electrolyte.

Regulations

The sponsor shall be liable at all time to ensure:

i) Installation, maintenance, transport, movement, repair, rebuild, replace, execute, customize, removal of all the brandings mentioned above.

ii) All the costs related to installation, maintenance, transportation, movement, repair, rebuild, replacement, execution, customization and removal of all the brandings mentioned above.

iii) Official Mineral Water Partner's logo must be delivered in AI & JPEG forma

15. BRANDING GUIDELINE

The Branding Rights of Official Partnership Rights will be executed as per the branding guideline of BPL T20. Such branding must be in line with the ICC/ACC/BCB commercial guideline as well. All costs related to branding (i.e. framing, printing, glue, support stand, hook, screw, maintenance, shifting, removal etc.) shall be borne by the Official Partnership Rights Holder. Companies related to any person(s) or entities with an existing unresolved dispute with BCB or ICC on a point of law or fact are not eligible to be the Official Partnership Rights Holder of BPL T20.

16. BENEFITS TO BE PROVIDED BY BCB

BCB shall provide the following facilities to the Official Partnership Rights Holder which includes Official Carbonated Beverage Partner and Official Mineral Water Partner:

a) The Official Partnership Rights Holder shall get following Tickets per match of any edition of BPL T20 tournament manner:

Official Mineral Water Partner: 05 Club House and 05 Gallery Tickets

Official Carbonated Beverage Partner: 05 Club House 05 Gallery Tickets

- b) The sponsor and their nominated representatives will be given accreditation cards and duty passes to execute their operation.
- c) The Sponsor will be provided sufficient Car Stickers for their nominated representatives.
- d) BCB will give the opportunity to all sponsors to buy Match Tickets (subject to availability) upon their request.

17. EOI SUBMISSION PROCEDURE:

The EOI along with financial offer (prepared in accordance with the EOI Document "General Guidelines") must be submitted in a sealed envelope addressed to: **The Chief Executive Officer**, BCB Management Office, Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka 1216, Bangladesh during office hours (between BST 1000 to BST 1700) on or before Tuesday **15th November 2022**.

The EOI can be submitted individually for a separate SPONSORSHIP RIGHTS or collectively where individual value of the SPONSORSHIP RIGHTS will be mentioned and specified separately.

- 1. Company Profile and Individual Directors' / Owners' Profile.
- 2. Updated auditor's report on financial statements (In case of consortium, each party's auditor's report needs to be submitted individually).
- 3. Bank Solvency Certificate along with bank Statement.
- 4. Certified copy of Memorandum and Articles of Association along with certificate of Incorporation or similar constitutional documents.
- 5. Updated VAT Registration Certificate, Business Identification Number (BIN), Trade License and Tax Identification Number (TIN).
- 6. Certificate or similar documents in case of Consortium, notarized Consortium Agreement.

The BCB reserves the right to accept or reject any or all offers at its sole discretion without assigning any reason. The BCB also reserves the right to cancel the entire EOI process and / or modify, add or alter the terms of the document and/ or the conditions for EOI by issuing an addendum(s) at any time prior to the submission of the EOI.

Chief Executive Officer Bangladesh Cricket Board Sher-e-Bangla National Cricket Stadium, Mirpur-2 Dhaka-1216, Bangladesh Tel: +880 2 8031001-4, Fax: 803 1199

ANNEXURE - A

Bank Guarantee Format

SPECIMAN Name of the Bank								
То		Bank Guarantee No.						
		For Taka [BDT only]						
		Date of Issue:						
		Date of Expiry:						
	uarantee No Date:							
	e "Guarantor")	Office at (herein referred						
IN FAVOR OF								
, having its Head Office at								
Now, we, Name of the Bank, Branch "GUARANTOR" hereby issue the irrevocable and unconditional Guarantee and hereby agree & undertake.								
1.	 To pay forthwith up to a sum of Tk/= (Taka) only to name of Beneficiary on your written demand unconditionally and without cavil or reference to the Client. 							
2.	2. Our liability under this Guarantee is limited to Tk/= (Taka) only.							
3.	3. This Guarantee will remain valid for nextfrom the date of issue. This Guarantee however shall be renewed for further one year/en-cashed upon receiving request from the Beneficiary in writing within the validity.							
4.								
Date:								
	(Authorized Signatory)	(Authorized Signatory)						

ANNEXURE - B

TENTATIVE SCHEDULE

SL No	Edition	Teams	Date (Tentative)	Year (Tentative)	Days (Tentative)
1	9 th Edition	07	January 05 - February 16	2023	43
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