

(Satellite TV Broadcasting, Digital OTT Rights)

Only for India Women's Team Tour of Bangladesh 2024

(From 28" of April 2024 to 9th of May 2024)





Norldwide Media Right I Satellite TV & Digital OTT I _____1 | P a g e

EOI DOCUMENT

WORLDWIDE MEDIA RIGHTS

Satellite TV Broadcasting rights for Global Including Bangladesh. Digital OTT (Over-the-Top) Rights for Bangladesh and other Global territories except India. Digital OTT (Over-the-Top) Rights for India Territory only.

Only for India Women's Team Tour of Bangladesh 2024

(From 28th of April 2024 to 9th of May 2024)

N.B: This document is confidential and includes classified information and should not be disclosed in public.



The Press Advertisement

Expression of Interest (EOI)

Worldwide Media Rights & Other Sponsorship Rights India Women's Team Tour of Bangladesh 2024 Ref No: BCB/Sponsorship Rights/ 2024/272



Date: 3rd April 2024

The Bangladesh Cricket Board (BCB) invites Expression of Interest (EOI) along with financial offers from the TV Broadcasters / Marketing Agents/Consortium/ Business Houses/ Compa-nies/ Parties for acquiring the following Worldwide Media Rights and other Sponsorship Rights of India Women's Team Tour of Bangladesh 2024 from 28th of April 2024 to 9th of May 2024 to be played in Sylhet:

- 01. Satellite TV Broadcasting rights for Global Including Bangladesh.
- 02. Digital OTT (Over-the-Top) Rights for Bangladesh and other Global territories except India. 03. Digital OTT (Over-the-Top) Rights for India Territory only. 04. Title Sponsorship and Ground Branding Rights.

Area of Rights :

A detailed EOI document has been developed incorporating all necessary EOI details and documents for acquiring the above-mentioned Sponsorship Rights of India Women's Team Tour of Bangladesh 2024 from 28th of April 2024 to 9th of May 2024 to be played in Sylhet.

Eligibility Criteria:

- a) Companies related to Tobacco, Alcohol (surrogated and non-surrogated), Betting, Online Betting shall not be eligible to participate in the EOI process.
- Any person(s) or entities with an existing unresolved dispute (i.e. Financial, Disciplinary and any b) 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.
- Interested applicants (TV Broadcasters / Marketing agencies/ Digital Marketing Agencies/Consor-C) tiums/Parties) should have the appropriate experience, infrastructure, staffing, resources, capability, and financial standing to participate in the EOI process.
- d) The Broadcaster/ TV Channel must be in operation (on air) for at least 02 (Two) years. Marketing agents must have the capability and reasonable experience in marketing international standard cricket events.

EOI Submission Procedure :

- a) The details of the EOI process, Tentative Tour Itinerary, Bank Guarantee Format etc. are set out in the EOI Document. EOI document will be available at BCB Management Office from 3rd of April 2024 to 16th of April 2024 during working hours (10.00 AM to 5.00 PM except Friday & Public Holidays in Bangladesh). EOI document also will be available on the BCB official website: www.tigercricket.com.bd during this period.
- b) The EOI along with financial offer (prepared in accordance with the EOI Document) must be submitted at the BCB Management Office at Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka 1216, Bangladesh by the close of the business hours on 17th of April 2024 (between BST 1000 to BST 1700) and should be in a sealed envelope to be addressed to: Chief Executive Officer, Bangladesh Cricket Board.

The EOI needs to be accompanied with the following documents:

- 01. Company Profile and Individual Directors' / Owners' Profile. 02. Updated auditor's report on financial statements (In case of consortium, each party's auditor's
- report needs to submitted individually).
- 03. Bank Solvency Certificate along with bank Statement.
- 04. Certified copy of Memorandum and Articles of Association along with certificate of Incorporation or similar constitutional documents.
- 05. Updated VAT Registration Certificate, Trade License and Tax Identification Number (TIN) Certificate or similar documents.
- 06. 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 process 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

Note: You can visit BCB's official website www.tigercricket.com.bd for better graphics/version of this press advertisement.



1. INTRODUCTION

1.1 **BANGLADESH CRICKET BOARD**, a national sports organization recognized by National Sports Council, is the governing body for the game of cricket in Bangladesh having its Management Office at Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka-1216 (hereinafter referred to as "BCB").

The Bangladesh Cricket Board (BCB) invites Expression of Interest (EOI) along with financial offers from the TV Broadcasters / Marketing Agents/Consortium for acquiring the following Worldwide Media Rights of India Women's Team Tour of Bangladesh 2024 from 28th of April 2024 to 9th of May 2024 to be played in Sylhet:

- 01. Satellite TV Broadcasting rights for Global Including Bangladesh.
- 02. Digital OTT (Over-the-Top) Rights for Bangladesh and other Global territories except India.
- 03. Digital OTT (Over-the-Top) Rights for India Territory only.

The details of the EOI process, Tentative Tournament Schedule, Bank Guarantee Format etc. are set out this EOI Document which shall be available at BCB Management Office from 3rd of April 2024 to 16th of April 2024 during working hours (10.00 AM to 5.00 PM except Friday & Public Holidays in Bangladesh). EOI document will be available on the BCB official website: <u>www.tigercricket.com.bd</u> during this period.

2. DEFINITION

- 2.1 Wherever the following terms are used in this Invitation to EOI Document whether in the singular or plural, or in future or in the past tense, it shall have the meanings ascribed to each of them below, unless otherwise stated explicitly in this document or the context requires otherwise:
- 2.2 **"Financial Offer /Proposal**" means a financial offer/ proposal for acquiring the abovementioned Worldwide Media Rights of India Women's Team Tour of Bangladesh 2024 from 28th of April 2024 to 9th of May 2024 to be played in Sylhet. EOI participant may take single media rights from the listed Media Rights or may take all listed media rights combinedly.
- 2.3 "EOI Document" means the documents required to be submitted in order to place an offer/ proposal for Worldwide Media Rights (Satellite TV Broadcasting, Digital OTT) of India Women's Team Tour of Bangladesh 2024 from 28th of April 2024 to 9th of May 2024, including but not limited to the Invitation to EOI Document, Financial Proposal, prescribed forms set out in ANNEXURE A and ANNEXURE B.



- 2.4 **"Participating Team**" shall mean the visiting Team / ICC member country, India National Women's Team will come to participate in Home Series involving Bangladesh National Cricket Team (Women).
- 2.5 **"Match**" shall mean any ICC recognized T20 International -T20i under Home Series involving Bangladesh National Cricket Team (Women) which is officially organized by BCB.
- 2.6 **"Worldwide Media Rights**" in this Invitation to EOI Document means **Satellite TV Broadcasting, Digital OTT Rights** of India Women's Team Tour of Bangladesh 2024 from 28th of April 2024 to 9th of May 2024 to be played in Sylhet.

3. GRANT

3.1 BCB being the governing body for the game of Cricket within the territory of Bangladesh and being a full member of International Cricket Council ("ICC") and Asian Cricket Council ("ACC") has the sole and exclusive authority to organize One Day International -ODI, T20 International -T20i and International Test Match under Bilateral Home Series involving Bangladesh National Cricket Team (Women). This EOI Invitation constitutes an invitation to reputed TV Broadcasters /Marketing agencies/ Digital Marketing Agencies/Consortiums for the Worldwide Media Rights (Satellite TV Broadcasting, Digital OTT Rights of India Women's Team Tour of Bangladesh 2024 from 28th of April 2024 to 9th of May 2024 to be played in Sylhet.

4. ELIGIBILITY

- 4.1 Companies related to/ directly or indirectly involved in Tobacco, Alcohol (surrogated and non-surrogated), Betting, Online betting and Online Betting Surrogate shall not be eligible to participate in the EOI Process.
- 4.2 Any person(s) or entities with an existing unresolved dispute(s) or regarded as non-compliant in its previous involvement (e.g. Financial, Disciplinary etc.) with BCB or ICC shall be ineligible to participate in the EOI Process or to obtain this document from BCB on payment, or to acquire the aforementioned Worldwide Media Rights.
- 4.3 Interested applicants (TV Broadcasters /Marketing agents/ Consortiums) should have the appropriate experience, infrastructure, staffing, resources, capability, and financial standing to participate in the EOI process.
- 4.4 The Broadcaster / TV Channel must be in operation (on air) for least two (02) years. Marketing Agency/Consortium must have the capability and reasonable experience in marketing international standard cricket events.
- 4.5 The EOI participant must 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.
- 4.6 The EOI participant must certify that neither the participating company nor its owner nor any of their affiliates or subsidiaries is engaged in any business related to Tobacco, Alcohol (Surrogated & Non-Surrogated products), betting or gambling in any form, or any defense or national security related business. The participant shall also undertake that it is in no way involved in any activities that may be regarded as unlawful. Any offer of a company which does not fulfill the above specific qualification shall stand automatically rejected.



5. FORMATION OF EOI AND FINANCIAL OFFER:

5.1. All the EOI participants shall comply with the following guidelines and pursuant to the same shall submit an EOI as well as a **Financial Offer/ Proposal**. Each of the EOI participants must provide accurate information in respect of the relevant points listed under "**EOI Submission Procedure**".

5.1.1. EOI Submission Procedure:

The EOI along with financial offer (prepared in accordance with the EOI Document) must be submitted at the BCB Management Office at Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka 1216, Bangladesh by the close of the business hours on **17**th of April 2024 during (between BST 1000 to BST 1700) and should be in a sealed envelope to be addressed to: Chief Executive Officer, Bangladesh Cricket Board.

The EOI needs to be accompanied with the following documents:

- 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) VAT Registration Certificate, Trade License and Tax Identification Number (TIN) Certificate or similar documents.
- 6) In case of Consortium, notarized Consortium Agreement.

5.1.2 **Financial Proposal:**

(a) The financial proposal should state the figure of the NET Rights Fee of Worldwide Media Rights (Satellite TV Broadcasting, Digital OTT) of India Women's Team Tour of Bangladesh 2024 from 28th of April 2024 to 9th of May 2024 to be played in Sylhet in Bangladeshi Taka and/or US Dollars (in words and numbers) excluding VAT, Tax or any other deductions depending on local or foreign EOI participants. EOI participant may quote Financial Proposal for single media rights from the listed Media Rights or may quote Financial Proposal all listed media rights combinedly.



- (b) The following payment structure shall apply in respect of Worldwide Media Rights (Satellite TV Broadcasting, Digital OTT) of India Women's Team Tour of Bangladesh 2024 from 28th of April 2024 to 9th of May 2024 to be played in Sylhet must be paid by the successful EOI Participant to BCB in **full amount (total offered value)** in the following manner:
 - 1) **1**st **Installment 100% of rights fee**, <u>within 5 (Five) working days from</u> <u>the date of issuance of letter of Intent (LOI).</u>
 - 2) Mode of Payment: Bank transfer at the BCB designated account or in the form of an Account Payee Cheque/Pay Order (PO) / Demand Draft (DD). The Rights fees payable to BCB is NET amount and excluding of Tax, VAT & any other deductions of whatsoever nature. Prevailing bank rate (as per central Bank of Bangladesh) will be considered at the time of making payment in USD.
- (c) **Penalty for delay payment:** In the event the successful EOI Participant fails to make payments as aforesaid on the stipulated dates the applicant shall be liable to pay penalty interest @ 5 % from the due date of payment till the actual date of payment.
- (d) All payments referred above will be secured accordingly from the successful EOI Participant and failure to comply will result in disqualification.



6. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF EOI AND FINANCIAL OFFER:

- 6.1 The EOI Participant shall remain responsible for obtaining all further information necessary or expedient for the purpose of prepare their EOI and Financial Offer / proposal and will be deemed to have done so before submitting EOI. Information may be sought from the date of obtaining the Invitation to EOI Document. No irrelevant query would be entertained and the decision of BCB in this regard shall be final. BCB will not entertain any queries after <u>5:00 PM on April 15, 2024</u>.
- 6.2 Save as specified hereinafter, EOI Document and other supporting papers that may be submitted by the EOI Participant shall and will become the property of BCB and it will not be obliged to return them. However, all information and documents submitted to BCB shall be treated as "**strictly confidential**" and shall not, unless required in accordance with law / appropriate government authorities / auditors, be disclosed to anyone.
- 6.3 BCB shall not be responsible or liable for the purchase of any Invitation to EOI Document by any entity not qualified to submit EOI as per clause 4 mentioned above.
- 6.4 A tentative schedule of India Women's Team Tour of Bangladesh 2024 from 28th of April 2024 to 9th of <u>May 2024 to be played in Sylhet is annexed</u> hereto as **ANNEXURE - B**. It is however stated that BCB reserves the right to change the annexed schedule at its convenience and BCB shall not be held liable for any such changes.
- 6.5 **Cancellation and Rescheduling of Matches**: BCB shall not be liable for any cancellation or rescheduling of any Match during the tenure of this Agreement on account of inclement weather, rain, bad light, 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. This Worldwide Media Rights is for India Women's Team Tour of Bangladesh 2024 from 28th of April 2024 to 9th of May 2024 to be played in Sylhet (as mentioned above) and rights fee shall remain unchanged till the end of this contract. In any event, the Worldwide Media Rights Fees payable to the BCB shall not be reduced or deducted for any cancellation or rescheduling or Abandoned of any match.



7. AMENDMENT/ADDENDUM

- 7.1 BCB may, at any time prior to opening of EOI & Financial Offer /Proposal, on its own initiative or for any supervening factors and/or events or in response to an inquiry for further information (including clarification) in writing by a EOI Participant having purchased the invitation to EOI Documents, amend, modify, add or alter the Invitation to EOI Document by issuing an Addendum(s) without having to provide any reason whatsoever.
- 7.2 Any amendment issued shall become an integral part of this document and shall be communicated to all those who have purchased the document prior to last date of submission.

8. RIGHTS OF THE SUCCESSFUL EOI PARTICIPANT

8.1 In consideration of the payment by the Successful EOI Participant of the Worldwide Media Rights Fee, BCB shall grant the Worldwide Media Rights on an exclusive basis subject to, and in accordance with, the terms and conditions of this Invitation to EOI Document and applicable laws of each Territory from time to time in force.

8.2 Worldwide Media Rights includes the following rights:

8.2.1 **Satellite TV Broadcasting Rights:** The Rights shall constitute the rights during the Period to broadcast or otherwise <u>distribute audio-visual and visual coverage</u> of the all Cricket matches of India Women's Team Tour of Bangladesh 2024 from 28th of April 2024 to 9th of May 2024 to be played in Sylhet by way of **Satellite Television** only but subject at all times to the Excluded Rights.

Territory: For Global Including Bangladesh.

Grant of Rights:

In consideration of the payment by the **Satellite TV Broadcasting Rights Holder**, BCB hereby grants to the Satellite TV Broadcasting Rights: the following:

Content Type	Content Duration	Rights Duration	Rights Channel
Highlights would be provided by BCB	20min to 40min	1 Year	TV Broadcast Channel
Match Video Clip	Max 5 Min	1 Year	TV Broadcast Channel



Prize distribution ceremony after every match	N/A	1 Year	TV Broadcast Channel
Full Match Video re-broadcast	N/A	1 Year	TV Broadcast Channel

Digital OTT (Over-The-Top) Rights: The Rights shall constitute the rights during the Period to broadcast or otherwise distribute audio-visual and visual coverage of the all Cricket matches of India Women's Team Tour of Bangladesh 2024 from <u>28th of April 2024 to 9th of May 2024 to be played in Sylhet by **way of internet via OTT (Over-The-Top) platform**.</u>

Territory: For Bangladesh and other Global territories except India.

Grant of Rights:

In consideration of the payment by the **Digital OTT (Over-The-Top) Rights Holder**, BCB hereby grants to the Digital OTT (Over-The-Top) Rights: the following:

Content Type	Content Duration	Rights Duration	Rights Channel
Highlights would be provided by BCB	20 min to 40 min	1 Years	 Any Digital Channel such like but not limited to APP, WAP, WEB, Facebook, YouTube.
Prize distribution ceremony after every match	N/A	1 Years	 Any Digital Channel such like but not limited to APP, WAP, WEB, Facebook, YouTube
Full Match Video re- broadcast	N/A	1 Years	 Any Digital Channel such like but not limited to APP, WAP, WEB, Facebook, YouTube

Digital OTT (Over-The-Top) Rights: The Rights shall constitute the rights during the Period to broadcast or otherwise distribute audio-visual and visual coverage of the all Cricket matches of India Women's Team Tour of Bangladesh 2024 from <u>28th of April 2024 to 9th of May 2024 to be played in Sylhet by **way of internet via OTT (Over-The-Top) platform.**</u>

Territory: For India Territory only.

Grant of Rights:

In consideration of the payment by the **Digital OTT (Over-The-Top) Rights Holder**, BCB hereby grants to the Digital OTT (Over-The-Top) Rights: the following:



Content Type	Content Duration	Rights Duration	Rights Channel
Highlights would be provided by BCB	20 min to 40 min	1 Years	 Any Digital Channel such like but not limited to APP, WAP, WEB, Facebook, YouTube.
Prize distribution ceremony after every match	N/A	1 Years	 Any Digital Channel such like but not limited to APP, WAP, WEB, Facebook, YouTube
Full Match Video re- broadcast	N/A	1 Years	 Any Digital Channel such like but not limited to APP, WAP, WEB, Facebook, YouTube

8.3 All rights (whether now existing or created or discovered in the future) that are not expressly included in the Rights are unconditionally reserved to BCB and shall be deemed to be part of the "**Excluded Rights**".

For the avoidance of doubt, the Excluded Rights shall include, without limitation, and by way of example only, the following:

- (a) Gaming & NFT Rights etc. Global including Bangladesh).
- (b) Official Film Rights All rights to create, produce and/or transmit (in any media whatsoever) any fulllength feature film (whether in documentary-style, purely fictional or otherwise) based on, and/or inspired by, BCB or the BCB Events.
- (c) BCB Website & Social Media BCB reserves the right to transmit Highlights of each Match and Ceremony via the BCB Website, such transmissions being limited to not more than 60 (Sixty) minutes in duration of Highlights per Match / Ceremony. Such Highlights may only be transmitted via the <u>BCB</u> <u>Website & social media</u> after conclusion of each Match or Ceremony. The BCB will arrange footage and highlight clips of any length for BCB Website and other BCB Official Social Media.
- (d) Third Party News Access BCB reserves the right to grant to any third party the license to transmit, by means of any media whatsoever, Highlights for inclusion in any bona fide regional and/or international news service provided that each such transmission is always:
- (i) As required by local applicable laws; or
- (ii) In the absence of such laws, upon customary terms (being the transmission of footage of up to90 seconds in duration per Match within 24 hours after the end of the Match in question.

Provided that acknowledgement of the original host Media Right Holder is given.

Notwithstanding the foregoing, BCB intends to work together with the Worldwide Media Rights Holder outside of Bangladesh to develop a reasonable third-party news access strategy in accordance with customary practices in each Territory. All such news channels will be required to carry the BCB and Event Logo of home Series on all



their re-transmission. News Channels in Bangladesh will contact directly with the BCB for use of the Highlights for their news bulletins.

News syndication rights in the Bangladesh Territory will be done by the BCB on its own.

- (e) Major Sponsorship rights (i.e. Title sponsorship, Co-sponsorship, Associates Sponsorship) and All instadia advertising rights (i.e. Ground Boards, Mid-Walls, Sight Screens, Score Boards, Boundary Ropes, Pitch Mat, Bowling Ends, Umbrella, Stumps Branding, Dug-out Branding etc.)
- (f) Sponsorship, hospitality, merchandising and ticketing rights in respect of the BCB Events
- (g) Archive Rights: However, the Broadcaster shall be able to use the image/clip of India Women's Team Tour of Bangladesh 2024 from <u>28th of April 2024</u> to 9th of May 2024 to be played in Sylhet till the date of expiration of the agreement.
- (h) Fixed Worldwide Media Rights.
- (i) Public Exhibition Rights.
- (j) Archive Rights.
- (k) Gaming & NFT Rights
- (I) **Sponsor clip rights** The right for BCB Sponsors to use clips of up to two (2) minutes of Footage of each Match in any media for the promotion of the product/services and for the brands in respect of which BCB has granted them promotional and/or marketing rights provided that:
- (m) BCB will put in place an approval process for the use of such clips;
- (n) No more than twenty (20) seconds of such Footage shall be included in any television advertisement; and
- (o) Such clips of Footage shall not be used in any other audio-visual programming intended for transmission.
- (p) Closed circuit television for the avoidance of doubt, BCB shall be entitled to use the Live Feed of a Match without payment so that such feed can be:
- (q) Simultaneously relayed by way of closed-circuit television and/or screen or projection facilities (including so-called "big-screens") and to press box and hospitality suites at the Venue at which the relevant Match is played;
- (r) Used for the "third umpire" and disciplinary purposes; and
- (s) Used for the purposes of exploiting any of the Excluded Rights.
- (t) Opening Ceremony of any home Series.
- (u) Any new technology;
- (v) Inflight /On-board Rights



- 8.4 The Successful EOI Participant (Worldwide Media Rights Holder) shall be entitled, subject only to the restrictions expressly set out herein, to market and /or negotiate and/or sell the rights (or any part thereof) to sublicense for exercise in the territories (or any part thereof) during the period. The Successful EOI Participant must intimate to BCB the identity of the proposed sub-licensee and obtain BCBs' written approval at least three (05) working days prior to appointing it as the sub-licensee. However, BCB reserves the rights to object to and refuse any such sub-license provided such objection is made within three (03) working days of such intimation by the successful EOI Participant. In the event BCB raises such objection, the Successful EOI Participant undertakes not to appoint the said entity as its sub-licensee. Any grant of sub-license rights shall be done by the sub-license agreement(s) executed by and between the successful applicant and the sub-licensee. The Successful EOI Participant shall be required to provide BCB with copies of all sub-licensing agreement prior to signature of such agreements and the Successful EOI Participant agrees to procure express consent to such disclosure from each Sub- Licensee.
- 8.5 There shall be no exclusivity in awarding Worldwide Media Rights (Satellite TV Broadcasting, Digital OTT& DTH Rights for Global including Bangladesh) in other category rights under BCB. For avoidance of doubt the BCB may take any sponsor including but not limited Title Sponsor, Event Co-Sponsor, In-Stadia Rights Holding Partner, Official NFT Selling Partner Rights, Ticketing Partner, ISP Partner, Hospitality Partner, Telecom Partner, Team Sponsor, Beverage Partner, Official Drink Partner etc. that may conflict with Media Rights Holder and/or any sponsor of the Successful EOI Participant. Thereafter, under any and all circumstances, the BCB shall have the right to obtain any sponsor at its sole discretion.
- 8.6 BCB shall be responsible for the <u>TV production of all Cricket matches of India Women's</u> Team Tour of Bangladesh 2024 from <u>28th of April 2024 to 9th of May 2024 to be played in</u> Sylhet Furthermore, BCB will decide the TV production level and Technical Specification at its sole discretion.

9. EOI AND FINANCIAL PROPOSAL SUBMISSION

- 9.1 Only the entities duly eligible to submit EOI as provided in clause 4 above are entitled to submit the EOI and Financial Offer/ Proposal. EOI and Financial Offer/ Proposal submitted by any entity that is not eligible as per requirement of eligibility clause, shall stand rejected forthwith.
- 9.2 The EOI Participants shall deliver to BCB the necessary EOI and Financial Offer/ Proposal (prepared in accordance with the Invitation to EOI Document) duly filled in and signed and sealed along with all supporting documents, including the receipt provided by BCB to the EOI Participant at the time of purchase of the Invitation to EOI Document. EOI and Financial Offer/ Proposal must be delivered to BCB Management Office in a sealed envelope.
- 9.3 EOI participant may take single Media Rights from the listed Media Rights or may take all listed media rights combinedly.
- 9.4 All EOI Participants must, at the time of purchase of EOI details Document, provide to BCB the name of a contact person, a phone, fax, cell numbers and e-mail address through which they may be contacted.
- 9.5 All documents and information that may be submitted by the EOI Participant shall be treated and kept "Strictly Confidential" and no part thereof shall, unless required in accordance with law / appropriate government authority / auditors, be disclosed to any third party.
- 9.6 If any EOI Participant requires any clarification, it must address the same to the BCB in writing, by email at the contact details provided below:

Attention: Chief Executive Officer

Email: sponsorship.rights@bcb-cricket.com



All such requests for clarification must be received by the BCB by **5:00 pm** Bangladesh Standard Time on or before **April 15, 2023**. Following this time, no further requests for clarification will be entertained.

The BCB will make best effort to respond to all such reasonable requests for clarification by email and in the interest of providing a level playing field, such requests and responses of the BCB may be circulated on the BCB website https://www.tigercricket.com.bd, without BCB divulging the name(s) of the party (ies) that have raised the queries.

9.7 The EOI Participant shall enclose the original EOI and Financial Offer/ Proposal (i.e. Electronic Version/ Scanned Copy) in an email attachment which is duly password protected and marked and addressed as follows:

"EOI AND FINANCIAL OFFER/ PROPOSAL FOR THE WORLDWIDE MEDIA RIGHTS (SATELLITE TV BROADCASTING AND DIGITAL OTT) OF INDIA WOMEN'S TEAM TOUR OF BANGLADESH 2024 FROM 28TH OF APRIL 2024 TO 9TH OF MAY 2024 TO BE PLAYED IN SYLHET".

EOI Participants are responsible for ensuring that the EOI and Financial Offer/ Proposal are received by the BCB at the address specified below by the stipulated deadline. The EOI and Financial Offer/ Proposal prepared in accordance with the Invitation to EOI Document must be submitted to the BCB Management Office at Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka-1216, Bangladesh by the close of the business hours on **17**th **April 2024** (between BST 1000 to BST 1700) and should be in a sealed envelope to be addressed to the "Chief Executive Officer, Bangladesh Cricket Board".

- 9.8 If all the attachments are not sealed and marked as required by the EOI Document, BCB will assume no responsibility for the misplacement or premature opening of the EOI and Financial Offer/proposal.
- 9.9 BCB may, at its discretion, extend the deadline for the submission of EOI by amending the Invitation to EOI Document in accordance with Clause- 7 in which case all rights and obligations of the BCB and EOI Participants previously subject to the deadline shall thereafter be subject to the new deadline as extended. The BCB may in its discretion vary or extend the deadline.
- 9.10 No EOI and Financial Offer/ Proposal may be modified, substituted, or withdrawn after submission. No EOI and Financial Offer/ Proposal in torn condition or in unsealed covers would be accepted at the discretion of BCB.

10. EOI AND FINANCIAL OFFER/PROPOSAL EVALUATION

- 10.1 EOI And Financial Offer/Proposal Opening
- 10.1.1 BCB shall open the EOI And Financial Offer/Proposal and carry out necessary review and evaluation of the Financial Offer/ Proposal submitted by the interested EOI Participants.
- 10.1.2 Any EOI And Financial Offer/Proposal which does not comply with any of the terms and conditions of this document will not be accepted. BCB reserves the right to disqualify any EOI Participant for any missing document and/or information at its sole discretion. This process is not, and is not intended to be, an evaluation of the EOI..
- 10.1.3 All documents and information that may be submitted by the EOI Participant shall be treated and kept strictly confidential and no part thereof shall, unless required in accordance with law, or the rules or policy of BCB, be disclosed to any third party. However, BCB reserves the rights at its sole discretion to disclose the EOI And Financial Offer/Proposal received by it in public after acceptance of the Successful EOI Participant's offer in the EOI process.



10.1.4 BCB reserves the right to accept or reject any or all EOI And Financial Offer/Proposal, without assigning any reason thereof.

10.2 EOI And Financial Offer/Proposal Confidentiality

10.2.1 After opening of the EOI And Financial Offer/Proposal, information relating to the examination, clarification, and evaluation of Financial Offers and recommendation for awards shall not be disclosed to EOI Participants or other persons not officially concerned with the evaluation process until after the award of the contract is announced. Representatives of the EOI Participant will not be present during the evaluation.

10.3 Clarification

10.3.1 BCB may ask EOI Participants for clarification of their EOI And Financial Offer/Proposal in order to facilitate the examination of and evaluation of it.

10.4 EOI Participant Contacting BCB

- 10.4.1 Following the opening of the EOI And Financial Offer/Proposal, no EOI Participant shall make any unsolicited communication to BCB or try in any way to influence BCB's examination and evaluation of the proposal.
- 10.4.2 Any efforts by any EOI Participant to influence BCB in its decision on the examination, evaluation, comparison and post-qualification of the financial offer, or Contract award may result in the rejection of its EOI.
- 10.4.3 Notwithstanding clause 10.4.1, from the time of EOI And Financial Offer/Proposal opening to the time of Contract award, if any EOI Participant wants to contact BCB on any matters related to the Tender it should do so in writing.

10.5 Post Qualification

- 10.5.1 BCB shall compare all substantially responsive EOI And Financial Offer/Proposal to determine the highest evaluated Financial Offer. BCB shall determine to its satisfaction whether the Financial Offer/Proposal that is selected as having submitted the highest Offer/Proposal and substantially responsive EOI has the capability and resources and is qualified to perform the Contract satisfactorily.
- 10.5.2 An affirmative determination shall be a prerequisite for award of the Contract to the EOI Participant. A negative determination shall result in rejection of the EOI Participant's Financial Offer/ Proposal, in which event BCB shall proceed to the next highest EOI Participant to make a similar determination of that EOI Participant's capabilities to perform satisfactorily.
- 10.5.3 Once affirmatively determined and the successful EOI Participant is awarded the contract, the successful EOI Participant will be required to execute contract 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(s) and to provide the payment of the first installment of the contract price will mean that The awarded rights to the successful EOI participant shall be withdrawn and BCB shall proceed to the next highest EOI Participant.

10.6 BCB Right to Accept or to Reject Any or All

10.6.1 BCB reserves the right to accept any EOI and Financial Offer/ Proposal to annul the EOI proceedings or to reject any or all EOI and Financial Offer/ Proposal, at any time prior to Contract award, without thereby



incurring any liability to EOI Participants, or any obligation to inform EOI Participants of the grounds for BCB's actions, for any reason whatsoever.

10.6.2 The successful EOI Participant shall be required to execute contract(s) provided by BCB (Annexure-B) after completion of the EOI process evaluation within 7 working days of the intimation of the award.

11. MISREPRESENTATION

11.1 Any misrepresentation or wrong information in the EOI process shall cause the invitation to EOI being rejected outright.

12. GENERAL

- 13.1 No warranty or representation (express or implied) as to the reliability, completeness or accuracy of the information in this document or any other information at any time made available to the successful EOI Participant is given by BCB or any person claiming any right or authority is expressly excluded.
- 13.2 In furnishing this invitation, BCB does not undertake or agree to or acknowledge any obligation to provide to the successful EOI Participant any additional information or any roving quarries or to update this invitation or to correct any inaccuracies which may become apparent.
- 13.3 Neither the issue of this invitation nor any part of its contents is to be taken as any form of commitment or acknowledgment on the part of BCB to proceed with this invitation and BCB reserves the unfettered right to annul, terminate, reject any EOI or vary the EOI procedure at any time or stage without giving any reason.
- 13.4 BCB reserves the unfettered right to cancel the entire EOI process at any stage prior to execution of binding Agreement for reasons without assigning any reason.
- 13.5 BCB shall in no circumstances, whatever, including but without limitation, be responsible or liable in any manner or mode by whatever name called or describe for any costs or expenses whatsoever incurred or any loss whatsoever suffered in connection with or in consequence of the preparation or delivery of any EOI proposal, or compliance with or with a view to compliance with any of the requirements of the invitation by a successful EOI Participant in the subject matter of any departure from any of the provisions/conditions of the invitation.

14. ACKNOWLEDGEMENT OF THIS INVITATION

14.1 The successful EOI Participant shall be deemed to have duly considered all terms and conditions of the invitation to EOI and acknowledges that it intends to make a EOI and Financial Offer/ Proposal in accordance with the provisions of this invitation having accepted the terms and conditions as have been incorporated herein and/or that may be incorporated by BCB through any Addendum(s).

16. GOVERNING LAW

16.1 The validity, construction and interpretation of this EOI Document and the Worldwide Media Rights (Satellite TV Broadcasting, Digital OTT) of India Women's Team Tour of Bangladesh 2024 from <u>28th of April</u> <u>2024 to 9th of May 2024 to be played in Sylhet</u> shall be exclusively governed and construed in accordance with the laws of Bangladesh.

18 FORCE MAJEURE

18.1 Failure on the part of either party to perform any of its obligations set forth in this Invitation to EOI Document/ EOI Document/ Agreement will not be deemed to be a breach of the EOI Document/ EOI Document/ Agreement to the extent that such failure arises as a result of an event of Force Majeure.



- 8.2 For the purpose of this clause, "Force Majeure" means an event or situation beyond the control of either BCB or applicant that is not foreseeable, in unavoidable and its origin is not due to negligence or lack of care on the part of either party. Force majeure shall include any civil commotion, strike, hartal, governmental action (i.e. change of law, withdrawal of cash intensive, etc), lockout, accident, epidemic, commotion riot, civil unrest, Acts of God, cyclone; bad weather, any decisions of any government or regulatory authorities or any other event of any nature or kind whatsoever beyond the control of the parties that directly or indirectly hinders or prevents the parties from commencing or proceeding with consummation of the rights and obligations contemplate hereby.
- 18.3 If a Force Majeure situation arises, the applicant shall promptly notify the BCB in writing of such condition and the cause thereof. Unless otherwise directed by the BCB in writing, the applicant shall continue to perform its obligations under the EOI Document/ Agreement as far as is reasonably practical, and shall seek, all reasonable alternative means for performance not prevented by Force Majeure event.

19. LANGUAGES

19.1 This tender document has been negotiated and executed in English Language which shall be the only language for the construction and interpretation of this document and all agreements, notices, documents, correspondence and instruments contemplated hereunder and, as among the Parties, the English version of any document required by any applicable law to be translated into another language for subsequent execution and delivery in such other language shall be the governing document and shall determine all rights and obligations of the applicant for all purposes.

20. WAIVER

20.1 No failure or delay on the part of BCB in exercising any right or power hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right or power preclude any other or further exercise of any right or power hereunder.

21. SEVERABILITY

21.1 In the event that any provision of this EOI Document/ Agreement shall be deemed or declared to be unenforceable, invalid or void, the same shall not impair any other provision of this Invitation to EOI Document/ EOI Document/ Agreement but BCB shall substitute a provision or amend the other provisions of this Document/ Agreement so as to produce a result which preserves as nearly as possible the economic balance of the Invitation to EOI Document/ Agreement, as the case may be, provided that neither party shall be obligated to accept an amendment which substantially departs from the essential intent or effect of this EOI Document/ Agreement.



ANNEXURE - A

PRODUCTION LEVEL AND RELEVANT SPECIFICATIONS

BCB shall be responsible for TV production of the Home Series involving Bangladesh National Cricket Team (Women) from April 2024 BCB will decide TV production level and Technical Specification at its sole discretion.



ANNEXURE - B

Tour Itinerary

India Women's Team Tour of Bangladesh 2024

	Itinerary: India Women's tour of Bangladesh	O		
Date	Activities	Time	Venue	
Tuesday, April 23, 2024	India Women's arrival at Dhaka and travel to Sylhet			
Wednesday, April 24, 2024	Practice			
Thursday, April 25, 2024	Practice			
Friday, April 26, 2024	Practice			
Saturday, April 27, 2024	Practice			
Sunday, April 28, 2024	1st T20i	18.30-21.15	SICS, Sylhet	
Monday, April 29, 2024	Rest/Practice			
Tuesday, April 30, 2024	2nd T20i	18.30-21.15	SICS, Sylhet	
Wednesday, May 1, 2024	Rest/Practice			
Thursday, May 2, 2024	3rd T20i	14.00-16.45	SICS-Outer, Sylhet	
Friday, May 3, 2024	Rest			
Saturday, May 4, 2024	Rest/Practice			
Sunday, May 5, 2024	Rest/Practice			
Monday, May 6, 2024	4th T20i	14.00-16.45	SICS-Outer, Sylhet	
Tuesday, May 7, 2024	Rest/Practice			
Wednesday, May 8, 2024	Rest/Practice			
Thursday, May 9, 2024	5th T20i	18.30-21.15	SICS, Sylhet	
Friday, May 10, 2024	Indian Women's depa rt			

