

NOTICE INVITING TENDER

(NIT/UPCA/UP T-20/01/2023)



FOR THE ORGANIZATION AND MANAGEMENT OF THE

STATE CRICKET LEAGUE OF

UTTAR PRADESH CRICKET ASSOCIATION– “UP T-20”

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NOTICE INVITING TENDER

I. INTRODUCTION

1. The Uttar Pradesh Cricket Association (“UPCA”) is a company registered under Section 25 of the Companies Act, 1956 (now Section 8 of the Companies Act, 2013), having its registered office at Kamla Tower, Kanpur, Uttar Pradesh 208 001, India. From the year 2023 onwards, the UPCA, a duly affiliated state unit of the Board of Control for Cricket in India (“BCCI”), intends to organize commercial T-20 state-level cricket leagues for men's titled as the ‘UP T-20’ (“UP T-20” or “League”) to meet the objectives as indicated in the section III of this document.
2. This Notice Inviting Tender (“NIT”) constitutes an invitation to the Bidders on the terms and conditions set out in this NIT for organizing the League with the Team Franchises proposed to be introduced to take part in the League. The Bidders may buy this NIT at the price of Rs. 50,000/- (Rupees Fifty Thousand Only) plus GST @ 18% which shall be deposited through Demand Draft/Transfer to the designated bank account of UPCA in the name of Uttar Pradesh Cricket Association Match (Bank Account No. 099801001326, IFSC - ICIC0000998, Bank Name – ICICI Bank Limited, Swaroop Nagar, Kanpur - 208002). As such, the UPCA reserves to right to choose the Bid/tender that it deems best suitable, and the decision of the UPCA shall be final in that regard. Prospective Bids may be rejected at the sole discretion of the UPCA at any time, without assigning any reason whatsoever.
3. It is intended that the League shall comprise of 6 (Six) teams that will play against each other under a round-robin format during the course of each Season, culminating in Play-off Matches to decide the winner, runner-up and third placed team in the League. UPCA, reserves the right to change the number of teams participating in the League as it may deem appropriate from time to time.
4. It is anticipated that the first Season of the League will be played in August/September 2023. However, UPCA, reserves the right to change the period/duration of the first Season, and subsequent Seasons, as it may deem appropriate.
5. The term of the successful bidder shall be for five seasons of UP T-20 or five years, which ever is earlier, which includes the current season/year and may be extended for another term

for three seasons/years at the sole discretion of UPCA. However, UPCA reserves a right to terminate the contract in the event of default/breaches as may be specified in the Agreement to be executed with successful Bidder.

6. Certain important deadlines/ timelines in relation to this NIT are as follows:

Pre-Bid discussion Meeting through Video conferencing	05.08.2023 (Saturday) (3 PM to 4 PM)
Last date for seeking clarifications	06.08.2023 (Sunday)
Last date for submission of Bid Documents	08.08.2023 (Tuesday) (On or before 1 PM)
Presentation by the Bidders	08.08.2023 (Tuesday) (2 PM onwards)
Bid Opening and Evaluation	08.08.2023 (Tuesday) (5 PM onwards)
Declaration of successful Bidder	To be announced by UPCA

The UPCA may, at its sole and absolute discretion, extend any of the deadlines/timelines at any time, if it deems necessary.

7. Each Bidder submitting the Bid shall be responsible for satisfying itself as to full observance of the Applicable Laws in connection with such Bid.
8. Capitalised words and expressions mentioned in this NIT shall have the meanings as set out under Schedule 1 to this NIT, unless expressly defined in the body of this NIT. The principles of interpretation applicable to this NIT are also set out under the **Schedule 1**.

II. NOTICE INVITING TENDER (NIT)

1. The UPCA hereby invites Bids/tenders from the Sports Management Companies for the organization and management of the League - UP T-20.
2. There will be no negotiation of, or amendment to the NIT prior to or after the date of submission of the bid, except at the initiation and at the discretion of the UPCA. At any time prior to submission of bids, UPCA reserves the right to amend the terms of NIT. If UPCA amends the terms of the NIT prior to the date of submission of the bids, it shall provide all those persons who have purchased this NIT with an amended version thereof.
3. This NIT is no more than an invitation to offer and does not, and is not intended to, constitute a contract or grant of any rights or licenses or an offer which is capable of acceptance by any Bidder.

III. BID OBJECTIVES

To assist the Bidders in understanding the UPCA's requirements, each Bid must be aimed at achieving the following objectives of the League (which, for the avoidance of doubt, are non-exhaustive in nature):

1. To develop players in the state of Uttar Pradesh to play competitive T-20 matches;
2. To provide a platform to the players of the state of Uttar Pradesh to exhibit their talent and consequently, cultivate and foster skilled individuals who possess the capability to represent the nation on an international level;
3. To establish a successful, stable and financially secure & sustainable model for development and promotion of cricketing activities and related infrastructure in Uttar Pradesh; and
4. To make widest coverage, viewership and bring widest audiences to the grounds.

IV. ELIGIBILITY CRITERIA

1. For the purposes of this NIT, any Person which satisfies the requirements set out in Section IV (3) (the "**Eligibility Requirements**") as on the date of this NIT (or such other specific

date as is specified in this NIT in relation to any individual criteria) is eligible to participate in this tender process and to submit a Bid.

2. The Eligibility Requirements in relation to any Bidder must be satisfied by the Bidder itself. A Bidder can submit only one (1) Bid. The consortium Bidding is not allowed.

3. Eligibility Requirements

The eligibility criteria along with the requirement for submission of supporting document is set out herein below:

Sr. No.	Eligibility Criteria	Documents to be submitted
3.1	Registrations: (a) The Bidder must be a Company registered in India (b) The Bidder must have a valid GST Registration Certificate.	Certificate of Incorporation along with Memorandum and Articles of Association and copy of GST registration
3.2	Fit and Proper Person: (a) Each Bidder (including its directors and Promoters) must be a Fit and Proper Person. In order to determine whether a Person is a Fit and Proper Person, the UPCA may take into account any factor, as may be deemed fit by the UPCA, including without limitation any one or more of the following criteria: (i) not having been convicted by a court of a criminal offence or offences involving moral turpitude, economic offence or fraud; (ii) absence of conviction for any offence punishable with imprisonment for two (2) years or more in any jurisdiction; (iii) absence of	Self-declaration by the Bidder for the Company and its Directors & Promoters

	<p>categorisation as a willful defaulter by the Reserve Bank of India; and/or (iv) a Person having integrity and reputation, and the UPCA hereby reserves the right to reject any Bid from any Bidder which in the UPCA's opinion and at its sole discretion does not satisfy this criteria.</p> <p>(b) Bidders (including its directors and Promoters) should not be blacklisted by the Central Government or any State Government or any Public Sector Undertaking or other Government Authorities etc.</p> <p>(c) Bidders (including its directors and Promoters) (i) should not be engaged in illegal betting or gambling services or products in India; (ii) should not provide any unlicensed betting or gambling services or products; and (iii) should not have any investment or ownership interest in any Person engaged in any of the above activities.</p>	
3.3	<p>Relevant Experience:</p> <p>(a) The Bidder or its Promoters have necessary experience in the field of organizing T-20 league matches, venue management/stadium operations; sponsorships; licenses and merchandise; marketing and distribution of tickets/ passes, with a franchise-based world class sports league.</p> <p>(b) Preference would be given to a Company which has extensively worked in/for sports league/events, that includes operations, broadcast, production on a State/National/ International platform.</p>	Self-declaration by the Bidder along with supporting documents to evidence the experience

	<p>(c) The Bidder must be able to demonstrate the capability and experience in hosting / programming international sporting events. Any specific experience in hosting / programming an international sporting event will be given preference.</p> <p>(d) The Bidder must be able to demonstrate strong innovative capabilities and the willingness to generate interest for cricket amongst the masses at a grass-root level.</p>	
<p>3.4</p>	<p>Infrastructure: The Bidder must have the necessary and adequate infrastructure, knowledge, and resources (both financial and human) for the purposes of managing all aspects of the League.</p>	<p>Self-declaration by the Bidder along with supporting documents to evidence that Bidder has necessary and adequate infrastructure, knowledge, and resources (both financial and human) for the purposes of managing all aspects of the League</p>

4. Compliance with Eligibility Requirements

- 4.1. Compliance with the Eligibility Requirements shall be determined by the UPCA in its sole and absolute discretion. The decision of the UPCA as to whether or not a Bidder satisfies any of the Eligibility Requirements shall be final and binding on the Bidders.
- 4.2. Any Bid submitted by an entity which fails to satisfy the Eligibility Requirements set out in this NIT may be accepted or rejected by the UPCA in its absolute discretion.
- 4.3. The UPCA shall not pre-judge or advise a Bidder whether it is eligible or not. The Bidder must submit its Bid in accordance with the process specified in this NIT and thereby enable the UPCA to full evaluate the Bid.
- 4.4. In addition to the Eligibility Requirements set out above, the UPCA has the right to consider any other factor or criteria which it deems necessary or appropriate, in its sole and absolute discretion, while evaluating the eligibility of any Bidder and shortlisting the successful Bidder(s) and/or rejecting any Bid at any time.

- 4.5. All submitted Bids/tenders shall be evaluated by the UPCA based on the Eligibility Requirements, proposed business plan and financial proposal. Shortlisted Bidders may be invited for a presentation or discussion to further evaluate their proposals.
- 4.6. The final selection of the successful Bidder shall be made based on the evaluation results and the proposal which the UPCA deems most suitable for the League.

V. RIGHTS/OBLIGATIONS OF THE SUCCESSFUL BIDDER

1. The successful Bidder shall, *inter alia*, the following obligations in respect of the League:
 - 1.1. creating a financially sustainable model for the conduct of the League, including but not limited to arranging advertisements inside and outside the ground, sponsorships, broadcasting, merchandising sales, ticketing and other residual earnings;
 - 1.2. undertaking organisation and management of the League, including but not limited to operations, venue management, hospitality, entertainment, schedules and logistics etc.
 - 1.3. identifying and securing appropriate and competent teams/franchisees for the League;
 - 1.4. identifying and engaging suitable sponsors for the League, including central sponsors and/or team sponsors;
 - 1.5. undertaking marketing, advertising and promotion of the League, including media coverage, media management, PR and coordination with press and broadcasters;
 - 1.6. arrangement of food and beverages at the venues for the matches of the League;
 - 1.7. procuring all the requisite licenses and permissions from the concerned authority/officials in order to conduct the League;
 - 1.8. ensure arrangement for the entire ground event, production, live broadcast and streaming of the League;
 - 1.9. making all the necessary arrangements to ensure sufficient and secure parking and tight security for all matches of the League;
 - 1.10. making all the necessary and required arrangements at the venue during the matches of the League with respect to administrative, ground staff and scorers;

- 1.11. undertake any other work entrusted by the UPCA for the purpose and management of the League; and
 - 1.12. register and protect the IP of the League;
 - 1.13. Payment of all expenses of the League.
2. The Bidder shall have following rights in respect of League:
- 2.1 The bidder will only have right to retain the following revenue :-
- 2.1.1 A percentage of the revenue from Advertisement inside and outside the ground, as per the financial model proposed by the Bidder;
 - 2.1.2 A percentage of the revenue from the Sponsorship of the tournament, as per the financial model proposed by the Bidder;
 - 2.1.3 A percentage of the revenue from ticketing of the seats (Block wise), as per the financial model proposed by the Bidder;
 - 2.1.4 A percentage of other residual income / other misc. income (excluding the specified revenue belonging to UPCA and Franchisees) as may be directly collected by the bidder, as per the financial model proposed by the Bidder.
3. In addition, various responsibilities shall be divided in the following manner:

Sr. No.	Scope of Work	Managed By
<u>(a)</u>	Ground / Venue and maintenance for the tournament (covers, super soppers etc.)	UPCA
<u>(b)</u>	Match Officials, ACU unit, Ground staff, Cricket balls	UPCA
<u>(c)</u>	Slot Fee for a national Broadcaster	UPCA + Bidder
<u>(d)</u>	Floodlights, power supply (including generators with fuel) for operational requirements	UPCA
<u>(e)</u>	Catering for UPCA guests / invitees	UPCA
<u>(f)</u>	Prize Money / Prizes for the Teams	UPCA

<u>(g)</u>	Who will be identifying and appointing the Franchisee / Team Owners	UPCA
<u>(h)</u>	Who will receive the Franchisee Fee from Team Owners/ Corporates	UPCA
<u>(i)</u>	Officials & Support Staff expenses regarding stay, equipment, food, TA/DA & Transportation	UPCA
<u>(j)</u>	Pre-tournament events such as player auction/draft/ press conference/ trophy unveiling (All ceremonial and other expenses to make is a mark-up will be borne by the Bidder)	UPCA+Bidder
<u>(k)</u>	Legal Contracts and its execution with the Franchisees / Teams / Players any other entity.	UPCA+Bidder
<u>(l)</u>	Score Board Expenses	UPCA
<u>(m)</u>	Who will be responsible for day to day coordination with Teams, Players and Officials	UPCA/UP T20 (League)
<u>(n)</u>	Who will be paying to the Team Players, Travel, Stay, insurance and all arrangements	Franchise
<u>(o)</u>	Arrangement and cost of Team Jersey, Kit, and Clothing for the Team Players, Coaches, Officials	Franchise
<u>(p)</u>	Playing Equipment for Players and Team	Franchise
<u>(q)</u>	Transportation and Logistics of the Players, Teams and Officials for the Matches	Franchise
<u>(r)</u>	Practice Expenses	Franchise
<u>(s)</u>	Additional back up for power supply and fuel and DG Set	Bidder
<u>(t)</u>	Broadcast, production, LED's, Big/Giant Screen	Bidder
<u>(u)</u>	Internet, Wi-Fi, broadband, lease line	Bidder

<u>(v)</u>	Security and Housekeeping	Bidder
<u>(w)</u>	Medical Arrangements for Players, Support staff for Match days at the ground	Bidder
<u>(x)</u>	All Permissions and Licenses from concerned authorities/ officials (UPCA will help/assist in procuring these licenses)	Bidder
<u>(y)</u>	Tentage work	Bidder

VI. PERFORMANCE BANK GUARANTEE DEPOSIT

- 1.1. Each prospective Bidder will be required to provide a Performance Bank Guarantee Deposit for an amount of INR 4,00,00,000 (Indian Rupees Four Crores Only), which shall be submitted within 10 (Ten) days of issue of a letter of award.
- 1.2. The Performance Bank Guarantee Deposit shall be payable only by way of banker's draft(s) issued by an Indian scheduled bank of good standing and repute, drawn in favour of the Uttar Pradesh Cricket Association and payable at Kanpur, Uttar Pradesh.
- 1.3. Each Bidder agrees that, in any event, the amount of the Performance Bank Guarantee Deposit is a genuine pre-estimate of the loss that will be suffered by the UPCA.
- 1.4. Performance Bank Guarantee Deposit shall be retained by the UPCA during the period of contract or until all the necessary formalities are duly completed and the UPCA is satisfied with the same, whichever is later.
- 1.5. No Bidder shall be entitled to withdraw its Bid upon submission of the Bid with the UPCA. Any withdrawal of the Bid shall be considered a breach and entitles the UPCA to claim damages, in addition to such other reliefs as may be available under law, contract or equity.

VII. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF BIDS

1. Further Information

- 1.1. Each Bidder shall remain responsible for obtaining all further information necessary or expedient for the purpose of submitting its respective Bid and will be deemed to have done so before submitting any Bid/Bid Documents. No irrelevant query will be entertained and the decision of the UPCA in this regard shall be final. The UPCA reserves the right to not respond to any query at its sole and absolute discretion.
- 1.2. Requests from Bidders for clarification and/or further information relating to this NIT must be addressed to the UPCA and marked for the attention of the Honorary Secretary and received on or before 05.08.2023 (Saturday) by the UPCA by way of e-mail sent to upcaknp@gmail.com. Any clarification issued by the UPCA shall automatically become part of this NIT. No queries/clarifications received beyond the aforementioned date will be answered by the UPCA. The UPCA may, at its sole discretion, respond to the clarifications and nothing contained herein shall impose any obligations on the UPCA to respond to any clarifications. The decision of the UPCA in this regard shall be final.
- 1.3. Save as specified herein, Bids and other supporting documents furnished by Bidders pursuant to this NIT shall become the property of the UPCA upon their delivery and the UPCA will not be obliged to return the same.
- 1.4. The UPCA shall not be responsible for any failure or delay in responding to any requests for clarification or other information from any Bidder.

2. Bid Costs

Each Bidder shall be solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its Bid and any responses to requests for further information by the UPCA.

3. Bid Documents

Each Bidder proposing to submit a Bid is required to submit the documents listed herein below, each of which is required to be initialed on each page and signed by the Bidder/its authorized representative. Any such representative's authorization should be confirmed by a written power of attorney/board resolution accompanying the Bid Documents.

3.1. Technical Bid Documents:

- 3.1.1. One (1) duly completed and initialed Technical Bid Form (in the proforma provided at the Schedule 2), along with the following documents:

- a. All documents/declarations/supporting to evidence the meeting of the eligibility criteria by the Bidder, as per the requirement set out in the Section IV(3) above;
- b. Copy of letter authorising the representative of the Bidder to: (i) hand over the bankers draft(s) towards Performance Guarantee Deposit; and (ii) execute necessary documents/agreements on behalf of the Bidder;
- c. Such other document as may be considered relevant by the Bidder.

3.1.2. Each of the Bid Documents must all be signed and/or initialed (as specified) by the same person(s) (authorised representative of the Bidder). The Eligibility Documents are required to be submitted on the date specified in Section I(6) of this NIT.

3.1.3. The Financial Bid Documents should not be submitted along with the Eligibility Documents. Any indication of the Financial Bid must not appear anywhere or in any way (whether stated in any document or otherwise) in the Eligibility Documents or loose within the outer envelope, and any failure to comply with this requirement shall result in the relevant Bid being liable to be rejected, at the UPCA's absolute discretion.

3.2. Financial Bid Documents:

3.2.1. One (1) duly completed and initialed Financial Bid Form (in the proforma provided at Schedule 3), which shall contain:

- a. the full name and address of the Bidder; and
- b. a detailed business plan highlighting full details of its proposals for organisation and management of the League, including timelines and key activities such as appointment of central, ground, apparel, hospitality and beverage sponsors, sale of broadcasting and media rights, appointment of teams/franchisees ticketing and venue operations, stadia and ground management.
- c. The net amount offered to be paid by the Bidder to UPCA + GST at the applicable rate is to be quoted as financial bid for one year of one complete season.

3.2.2. The bidder who offers the highest Minimum Guaranteed Income will be selected as highest Bidder.

3.2.3. The Financial Bid Document(s) is/are required to be submitted on the date specified in Section I(6) and in the manner provided in Section VII(4).

4. Separate and Sealed Envelopes

- 4.1. All Eligibility Documents should be enclosed in one envelope clearly labelled “**Envelope A**”. Envelope A should also contain a pen drive with scanned pdf versions of all documents required to be enclosed in the Envelope.
- 4.2. The Financial Bid Document(s) should be enclosed in a separate envelope clearly labelled “**Envelope B**”.
- 4.3. Each of the “Envelope A” and “Envelope B” must be sealed and marked as follows:

“UP T-20 Tender – 2023”

*Attn of: The Chairperson, Governing Council, UP T-20 of Uttar Pradesh
Cricket Association (UPCA), Kamla Tower, Kanpur, Uttar Pradesh 208 001.*

VIII. SELECTION OF THE WINNING BIDS

1. Submission of Bids

- 1.1. Only persons who comply with the Eligibility Requirements are entitled to participate in this tender process and to submit a Bid. Any Bid submitted by any person who is not eligible as per the Eligibility Requirements may be rejected by the UPCA in its absolute discretion.
- 1.2. The Eligibility Documents and Financial Bid Document(s) in sealed covers and otherwise, complying with the requirements set out in Section IV(3), shall be delivered by hand in person by an authorised representative of the Bidder on or before the respective dates for submission specified in Section I(6) of this NIT.
- 1.3. Any Bids including Eligibility Documents delivered other than by hand in accordance with Section VII(4), such as by e-mail or fax, will not be accepted, unless the UPCA decides otherwise in its absolute discretion.

2. Procedure for Opening Bids and Selection of the Winning Bid

- 2.1. After expiry of the deadline for submission of the Bid Documents, the contents of the Bid Documents will be reviewed and checked by the UPCA for compliance with the terms of this NIT (“**Bid Document Evaluation**”).

- 2.2. On the date mentioned in Section I(6) of this NIT, the UPCA shall announce the successful Bidder.
- 2.3. Notwithstanding anything to the contrary stated herein, if none of the Bids received by the UPCA pursuant to this NIT are to the satisfaction of the UPCA or for any other reason whatsoever as deemed fit by the UPCA, the UPCA shall not be obligated to award the tender to any Bidder and may choose to exercise its rights, *inter alia*, to cancel the tender process and/or enter into negotiations with the Bidders.
- 2.4. The UPCA reserves the right, to be exercised in its sole discretion, to waive each and any of the conditions and requirements in relation to any Bidder at any stage during the process.

IX. GENERAL

1. Amendment/Addendum

- 1.1. The information set out in this NIT is in summary form and does not purport to contain complete descriptions of the arrangements relating to the organisation, tagging and management of the League, all of which may be subject to change and amended by the UPCA in its discretion. This NIT does not contain any representation, assurance, warranty or forecast upon which any Bidder is entitled to rely at any point in time in order to bring any claim, action or proceedings against the UPCA or any other third party (whether for misrepresentation, breach of contract or any duty or otherwise).
- 1.2. At any time prior to the last date for submission of the Bids, the UPCA may, either for any supervening factors and/or events or in response to a *bona fide* request for further information (including clarification) by a Bidder or otherwise, modify, add or alter the terms of this NIT and/or the conditions of this NIT by issuing an addendum(s) or otherwise, without any obligation to provide reasons. Any such amendment(s)/addendum(s), if any, will be notified in writing to the Bidders as soon as practicable prior to the last date for submission of Bids. Such addendum(s)/amendment(s) will form part of this NIT and will be binding.
- 1.3. Any such action under Section IX(1.2) and/or IX(1.3) above may be made without any liability attaching to the UPCA and shall not afford any right to any Bidder to raise a dispute regarding the same.

2. Additional terms and conditions applicable to this NIT

Each Bidder, irrevocable and unconditionally undertakes, accepts and agrees:

- 2.1. that it has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions (including the outcome) of this NIT;
- 2.2. to be bound by the terms, conditions and obligations set out in this NIT;
- 2.3. that this NIT is no more than an invitation to offer, and it does not constitute a contract, or a grant of any rights or licenses, or an offer which is capable of acceptance by a Bidder or any of its subsidiaries, Affiliates or associates;
- 2.4. that it waives its entitlement to seek injunctive or equitable relief in respect of this NIT, this process and the subject matter of this NIT and process;
- 2.5. that neither the UPCA nor any of its officers, agents, authorized representatives or employees makes or gives any warranty, representation or promise (express or implied) as to the reliability, adequacy, completeness or accuracy of the information in this NIT or any other information or materials at any time made available to the Bidder in connection with this process, or that the use of such information or materials will not infringe the rights of any third party; and
- 2.6. that neither the UPCA nor its nominees nor their associated entities nor any of their respective officers, agents, authorized representatives or employees will be liable for any claims, loss, costs, expenses or damages suffered by any Bidder, prospective Bidder or other recipient of this NIT as a result of reliance on any information contained in either this NIT or any subsequent communication with the Bidder or otherwise.

3. Liability

- 3.1. The UPCA shall not be liable to any Bidder for any indirect or consequential loss (which shall include loss of revenue, business, contracts, anticipated savings, profits or wasted expenditure) arising out of in connection with this NIT or any Bid, even if it was advised in advance of the possibility of such loss or damage.
- 3.2. The UPCA's maximum aggregate liability to any Bidder or any other person in contract, tort or otherwise (including any liability for any negligent act or omission)

for loss or damage which are not otherwise limited or excluded under this NIT however arising out of or in connection with this NIT shall be limited to an amount equal to INR 1,00,000/- (Indian Rupees One Lakh Only).

4. Costs

Each Bidder is solely responsible for all costs, expenses, losses, and liabilities incurred by it or by any third party who assists the Bidder:

- 4.1. in the preparation and delivery of its Bid;
- 4.2. in making requests for further information;
- 4.3. in obtaining any bank or other such guarantees of any kind; and
- 4.4. in and for any subsequent stage of the bidding process, whether or not a contract is awarded to such Bidder.

5. Intellectual Property

- 5.1. All right, title, and interest (including, without limitation, Intellectual Property Rights) in and to this NIT and any other document, information or materials provided by or on behalf of the UPCA is and shall remain the exclusive property of the UPCA.
- 5.2. Once received by or on behalf of the UPCA, each Bid shall become the physical property of the UPCA. Each Bidder shall retain any pre-existing proprietary rights existing in the contents of its Bid, but each Bidder acknowledges that irrespective of whether any Bid is successful or not, the UPCA shall be freely entitled to use (free from any payment or restriction) all ideas, concepts, proposals, recommendations or other materials contained in such Bid or otherwise communicated to the UPCA or its nominees during the bidding process. Each Bidder waives and shall not make any claim against the UPC or its nominees in respect of any use made by the UPCA or its nominees of any intellectual property or other similar rights relating to the ideas, concepts or any other materials contained in its Bid.

6. Confidentiality

- 6.1.** “**Confidential Information**” means all information in whatever form (including, without limitation, written, oral, visual or electronic) relating directly or indirectly to the content of the discussions between the UPCA and the Bidder relating to its Bid any information provided to Bidders as referred to in Section VII, including information in relation to the League, the fact that such entities are discussing such Bid and the status of those discussions and/or the existence, nature and terms of its Bid or any subsequent discussions, agreements or arrangements relating thereto, and all information (whether of a technical nature or otherwise) relating to the business or affairs of the UPCA (and/or its commercial partners, or associated or subsidiary entities) as may be communicated to the Bidder during the tender process and any subsequent negotiations.
- 6.2.** In consideration of the UPCA allowing the Bidder to participate in this NIT process, each Bidder agrees to keep confidential, and shall not disclose to any Person (including, without limitation, the press and media), any and all Confidential Information which has been, or may be, disclosed to it by, or on behalf of, the UPCA or the UPCA except insofar as the Confidential Information:
- a. is required by a Person employed or engaged by the Bidder in connection with the preparation of the Bid in which circumstances the Bidder shall ensure that any such Person complies with its obligations in relation to Confidential Information as if such Person were a Bidder; or
 - b. is required to be disclosed by Law or by applicable regulation, or any valid order of a court of competent jurisdiction, or at the request or direction of any governmental or regulatory authority or agency.
- 6.3.** Without prejudice to the foregoing and unless the UPCA chooses otherwise, each Bidder covenants with, and undertakes to, the UPCA that no announcement or statement howsoever relating to its Bid, or its discussions with the UPCA in relation thereto shall be made by the Bid, or on its behalf, without the prior written approval of the UPCA (such approval to be given or withheld at the UPCA’s sole discretion). Any disclosure of Confidential Information permitted under this Section shall be in confidence, and shall only be to the extent that any Persons to whom the information

is disclosed need to know the same for the performance of their duties. The Bidder shall procure that all such Persons are aware of, and comply with, such obligations of confidentiality.

- 6.4. The Bidder acknowledges and agrees that the UPCA shall have the absolute right to make any announcement or statement relating to this NIT and/or this process.
- 6.5. The Bidder undertakes to the UPCA to use the Confidential Information solely in connection with the preparation of its Bid and not otherwise for its own benefit or the benefit of any third party.

8. GOVERNING LAW AND DISPUTE RESOLUTION

9. This NIT shall be governed by and construed in accordance with Indian law and the Courts at Kanpur, Uttar Pradesh shall have exclusive jurisdiction in relation to all matters arising out of or connected with this NIT.
10. If any dispute arises under this NIT which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration under The Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment/replacement thereof then in effect and conclusively resolved by a single arbitrator appointed by mutual consent of parties or failing which by such process as is laid down in said Act.
11. The venue and seat for arbitration shall be Kanpur and the arbitration shall be conducted in the English language.
12. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.
13. Each Bidder hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.

14. The UPCA shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Kanpur, Uttar Pradesh in connection with this NIT including without limitation if it reasonably believes that damages may not be an adequate remedy for any breach by any Bidder of the terms of this NIT.

For and on Behalf of State League of

The Uttar Pradesh Cricket Association (UP T-20)

Sd/-

Devender Singh Chauhan

Chairperson

01.08.2023

SCHEDULE 1: GLOSSARY OF TERMS

“**Applicable Laws**” shall mean any applicable international, national, federal, state, provincial or local statute, law, ordinance, rule, administrative interpretation, regulation, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, circulars, press notes, directives, order or decree or any other requirement of any governmental authority, court, tribunal, board, as the case may be, and all amendments thereto from time to time.

“**BCCI**” shall mean The Board of Control for Cricket in India.

“**Bid**” shall mean a written offer to acquire the right to organize and manage the League of the UPCA from and including the 2023 Season onwards and which is submitted to the UPCA subject to and in accordance with the terms and conditions of this NIT.

“**Bid Documents**” shall have the meaning ascribed to it in Section VII being the documents referred to in Section VII(3.1) and VII(3.2).

“**Bid Document Evaluation**” shall have the meaning ascribed to it in Section VIII(2.1).

“**Bid Form**” shall mean the form attached in Schedule 2 & Schedule 3.

“**Bid Objectives**” shall have the meaning ascribed to it in Section III.

“**Bidder**” shall mean any person which submits a Bid to the UPCA in response to this NIT.

“**Confidential Information**” shall have the meaning ascribed to it in Section IX(6) of this NIT.

“**Eligibility Documents**” shall have the meaning ascribed to it in Section VII(3).

“**Eligibility Requirements**” shall have the meaning ascribed to it in Section IV(3).

“**Envelope A**” shall have the meaning ascribed to it in Section VII(4.1).

“**Envelope B**” shall have the meaning ascribed to it in Section VII(4.2).

“**Financial Bid**” shall mean the financial bid submitted by the Bidder in the Financial Bid Document setting out the detailed business proposal.

“**Financial Bid Documents**” shall mean the document referred to in Section VII(4.2).

“Fit and Proper Person” shall mean any Person determined to be a ‘Fit and Proper Person’ by the UPCA in its sole discretion, taking into account the considerations set out in Section IV(3.3) of this NIT.

“Group” shall mean a group of entities all of which are Affiliates. The ultimate Parent company of entity and all enterprises whose accounts are consolidated on a line by line basis in such ultimate Parent company’s audited financial statements shall also form part of the Group.

“Intellectual Property Rights” shall mean any and all copyright and other intellectual property rights howsoever arising and in whatever media (whether now known or hereafter devised), whether or not registered or capable of registration, including copyright, trademarks, service marks, trade names, design right, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

“NIT” shall mean this Notice Inviting Tender document together with all Schedules and any corrigendum(s) and clarifications which may be issued from time to time.

“League” shall mean the Uttar Pradesh Cricket League named as “UP T-20”.

“Minimum Guaranteed Income” shall mean the annual minimum guaranteed Income payable by the successful Bidder to the UPCA in addition to below mentioned income, pursuant to this NIT:

- a. A percentage of the revenue from Advertisement inside and outside the ground, as per the financial model proposed by the Bidder;
- b. A percentage of the revenue from the Sponsorship of the tournament, as per the financial model proposed by the Bidder;
- c. A percentage of the revenue from ticketing of the seats (Block wise), as per the financial model proposed by the Bidder;
- d. A percentage of other residual income / other misc. income (excluding the specified revenue belonging to UPCA and Franchisees) as may be directly collected by the bidder, as per the financial model proposed by the Bidder.

“Parent Company” shall mean a company that (directly or indirectly) owns or Controls the Bidder.

“Performance Bank Guarantee Deposit” shall be the amount required to be deposited pursuant to Section VI which can be forfeited by the UPCA in terms of the NIT.

“**Person**” shall mean any natural person, company, firm, partnership, unincorporated association, individual, trust, joint venture, corporate, body corporate, unincorporated body, association, organisation, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality) and any other entity of any kind whatsoever who or which is capable to contract under the Indian Contract Act, 1872.

“**Schedule**” shall mean a schedule of this NIT.

“**Season**” shall mean any period during which the League occurs.

“**Section**” shall mean a section of this NIT.

“**Year**” shall mean a calendar year.

Principles of Interpretation:

In this NIT, unless otherwise specified:

- i. the list of contents and headings are for ease of reference only and shall not be taken into account in construing this NIT;
- ii. references to this NIT or any other document shall be construed as references to this NIT or that other document, as amended, varied, novated, supplemented or replaced from time to time;
- iii. references to the singular shall, where appropriate, include the plural and *vice versa* and references to one gender shall include all other genders;
- iv. references to an “indirect” shareholding shall include the holding of shares in a company through a shareholding in one or more other companies (such that, by way of example, if a person (X) owns shares in a company (Y) and Y itself owns shares in another company (Z) then X will have an indirect shareholding in Z).
- v. references to any recital, Section, paragraph or schedule are (unless the context requires otherwise) to those contained in this NIT and all schedules to this NIT are an integral part of this NIT;
- vi. reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, including retrospective amendments, supplemented or re-enacted, and any reference to a statutory

provision shall include any subordinate legislation made from time to time under that provision;

- vii. reference to writing shall include any mode of reproducing words in any legible form and shall include email but shall exclude text messages via mobile phone; and
- viii. the words include, including and in particular shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.

SCHEDULE 2: TECHNICAL BID FORM

(NIT/UPCA/UP T-20/01/2023)

(To be submitted in separate envelope – A marked as Technical Bid)

Sr. No.	Details	Remarks
1.	Name of the Bidder	
2.	Address	
3.	Registration No.	
4.	Permanent Account Number	
5.	GST Registration No.	
6.	Name and contact details of authorized representative of the Bidder (Attach a copy of Board resolution)	
7.	Details of payment of the cost of INR 50,000 plus GST @ 18% towards the tender document (Name of the Bank, UTR no and date/Bank draft No., drawing bank and date)	
8.	Confirmation regarding the Eligibility criteria	

Sr. No.	Eligibility Criteria	Confirmation regarding meeting of Eligibility Criteria (Yes/No)	Documents to be submitted
1.	<p><u>Registrations:</u></p> <p>(a) <u>The Bidder must be a Company registered in India</u></p> <p>(b) The Bidder must have a valid GST Registration Certificate.</p>		Certificate of Incorporation along with Memorandum and Articles of Association and copy of GST registration

2.	<p>Fit and Proper Person:</p> <p>(a) Each Bidder (including its directors and Promoters) must be a Fit and Proper Person. In order to determine whether a Person is a Fit and Proper Person, the UPCA may take into account any factor, as may be deemed fit by the UPCA, including without limitation any one or more of the following criteria: (i) not having been convicted by a court of a criminal offence or offences involving moral turpitude, economic offence or fraud; (ii) absence of conviction for any offence punishable with imprisonment for two (2) years or more in any jurisdiction; (iii) absence of categorisation as a wilful defaulter by the Reserve Bank of India; and/or (iv) a Person having integrity and reputation, and the UPCA hereby reserves the right to reject any Bid from any Bidder which in the UPCA's opinion and at its sole discretion does not satisfy this criteria.</p> <p>(b) Bidders (including its directors and Promoters) should not be blacklisted by the Central Government or any State Government or any Public Sector Undertaking or other Government Authorities etc.</p> <p>Bidders (including its directors and Promoters)</p> <p>(i) should not be engaged in illegal betting or</p>		Self-declaration by the Bidder for the Company and its Directors & Promoters
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	<p>gambling services or products in India; (ii) should not provide any unlicensed betting or gambling services or products; and (iii) should not have any investment or ownership interest in any Person engaged in any of the above activities.</p>		
3.	<p>Relevant Experience:</p> <p><u>(a)</u> The Bidder or its Promoters have necessary experience in the field of organizing T-20 league matches, venue management/stadium operations; sponsorships; licenses and merchandise; marketing and distribution of tickets/ passes, with a franchise-based world class sports league.</p> <p><u>(b)</u> Preference would be given to a Company which has extensively worked in/for sports league/events, that includes operations, broadcast, production on a State/National/ International platform.</p> <p><u>(c)</u> The Bidder must be able to demonstrate the capability and experience in hosting / programming international sporting events. Any specific experience in hosting / programming an international sporting event will be given preference.</p> <p><u>(d)</u> The Bidder must be able to demonstrate strong innovative capabilities and the willingness to generate interest for cricket amongst the masses at a grass-root level.</p>		<p>Self-declaration by the Bidder along with supporting documents to evidence the experience</p>
4.	<p>Infrastructure:</p> <p>The Bidder must have the necessary and adequate infrastructure, knowledge, and resources (both</p>		<p>Self -declaration by the Bidder along with supporting documents to satisfy</p>

	financial and human) for the purposes of managing all aspects of the League.		meeting of these requirements.
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After evaluation of the above, the eligible Technical bidders will be considered for opening of their financial bids

SIGNATURE OF THE BIDDER

SEAL OF THE ENTITY

Note : This form can be downloaded from the UPCA website available under this tender.

SCHEDULE 3: FINANCIAL BID FORM

(NIT/UPCA/UP T-20/01/2023)

(To be submitted in separate envelope – B marked as Financial Bid)

Sr. No.	Details	Remarks
1.	Name of the Bidder	
2.	Address	
3.	Detailed Business Plan along with financial projections for the 5 (five) years (Duly signed copy to be attached and soft copy to be provided in a pen drive)	

Sr. No.	Particulars	Amount	
		In figure	In Words
1	Amount to be paid to UPCA as the Minimum Guaranteed Income per year of one complete season of UP T-20.	Rs. _____ – + GST as applicable	Rs. _____ _____ + GST as applicable
2	A percentage of the revenue from Advertisement inside and outside the ground, as per the financial model proposed by the Bidder;		
3	A percentage of the revenue from the Sponsorship of the tournament, as per the financial model proposed by the Bidder;		

4	A percentage of the revenue from ticketing of the seats (Block wise), as per the financial model proposed by the Bidder;	
5	A percentage of other residual income / other misc. income (excluding the specified revenue belonging to UPCA and Franchisees) as may be directly collected by the bidder, as per the financial model proposed by the Bidder.	

Note :

1. The aforesaid Minimum Guaranteed Income shall increase each year by 10% over the previous year.
2. 25% of the bid amount would be payable within 3 days of the award of the contract and the remaining 75% amount would be payable within 7 days of the close of the tournament final match of the respective year.
3. The above Financial Bid will remain in force till the total number of teams remain 6. In case of increase of number of teams, the fee as above will be increased by 25% of the proportionate increase in the number of teams.
4. All income shall be received only in the designated bank account of the League.

SIGNATURE OF THE BIDDER

SEAL OF THE ENTITY

Note: This form can be downloaded from the UPCA website available under this tender.