

**NOTICE INVITING TENDER**

**(NIT/UPCA/UP T-20/02/2023)**



**FOR ACQUIRING THE FRANCHISEE RIGHTS OF A TEAM IN 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 acquiring the franchisee rights of a team in the State Cricket League of Uttar Pradesh Cricket Association– “UP T-20”. The Bidders may buy this NIT at the price of **INR 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 a 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. In this document a “Team” shall mean a team which participates in the League, “Franchise” shall mean the business of the operation of the Team and “Franchisee” shall mean the person who has been awarded the right to operate a Franchise as a result of having made a successful Bid.
  
3. It is intended that the League shall comprise of **6 (Six) teams** for 6 (Six) cities namely – Gorakhpur, Gautam Buddha Nagar (Noida), Kanpur, Lucknow, Meerut and Varanasi and 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. Each Team will be a squad of not more than 25 players.

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 Franchisee shall be for five seasons of UP T-20 or five years, whichever 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. The Franchisee has to deposit Basic reserve price of Rs.5,00,00,000/- (Rupees Five Crores only) along with technical bid.
7. Certain important deadlines/ timelines in relation to this NIT are as follows:

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| <b>Pre-Bid discussion meeting through video conferencing</b>  | <b>10.08.2023 (Thursday)<br/>11 AM to 12 Noon</b>    |
| <b>Last date for seeking clarifications</b>   | <b>11.08.2023 (Friday)</b>                           |
| <b>Last date for submission of Bid Documents</b>  | <b>12.08.2023 (Saturday)<br/>(On or before 6 PM)</b> |
| <b>Question/Answer session and Assessment by Expert Panel on the presentation by each Bidder to demonstrate strong innovative capabilities and how they will be able to assist UPCA in seeking to achieve the objectives as stated in Para III below.</b> | <b>14.08.2023 (Monday)</b>                           |
| <b>Announcement of Bidders declared qualified for participation in Auction.</b>   | <b>15.08.2023 (Tuesday)</b>                          |

|   |                               |
|---|-------------------------------|
| <b>Franchisee Auction &amp; declaration of successful Bidders</b>                 | <b>16.08.2023 (Wednesday)</b> |
| <b>Franchisee Agreement</b>   | <b>18.08.2023 (Friday)</b>    |
| <b>Selection of head coach, support staff and verification of players profile</b> | <b>20.08.2023 (Sunday)</b>    |
| <b>Players draft</b>  | <b>20.08.2023 (Sunday)</b>    |

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

8. Each Bidder submitting the Bid shall be responsible for satisfying itself as to full observance of the Applicable Laws in connection with such Bid.
9. 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 Companies for acquiring the franchisee rights of a team in the State Cricket League of Uttar Pradesh Cricket Association– “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.

And in submitting their Bids, Bidders should demonstrate how they will be able to support UPCA in seeking to achieve the above stated objectives.

### **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. Cricketers who are, at the time of submission of the Bid contracted to play under a contract with the BCCI or cricketers who are currently playing for any First-Class teams in India, and their Near Family are not entitled to submit a Bid or otherwise participate in the NIT process. (For this purpose, "Near Family" is defined as Father, Mother, Grand Parents, Brother, Sister, Brother-in-Law, Sister-in-Law, Father-in-Law, Mother-in-Law, Son and Daughter)

## 2. Eligibility to Bid

For the purpose of this NIT, any Company which satisfy the following requirements as at the date of this NIT (or such other specific date as is specified in this NIT in relation to any individual criteria) are eligible to participate in this tender process and to submit Bids. The Eligibility Requirements in relation to any Bidder must be satisfied by the Bidder itself or by its Parent Company, in case Bidder is a Wholly owned Subsidiary Company or by all consortium/joint venture having not less than 26% control, in case Bidder is a Consortium/Joint Venture. It is hereby clarified that a Consortium/Joint Venture can have maximum 2(two) partners with each one having not less than 26% control. The Consortium/Joint Venture shall be required to be registered as a Company under the provisions of the Companies Act, 2013 within 7 (seven) days of issue of letter of award. No change in the Consortium/Joint Venture partners shall be allowed except with the prior permission of the Governing Council of UPCA. A Bidder can submit only one (1) Bid, either directly or through consortium/joint venture.

## 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     | <p><b>Registrations:</b></p> <p>(a) The Bidder must be a Company registered in India.</p> <p>(b) The Consortium/Joint Venture shall be allowed to participate in the bidding on an undertaking of duly authorised representative that the Consortium/Joint Venture shall be registered as a Company</p> | <p>Certificate of Incorporation along with Memorandum and Articles of Association and copy of GST registration.</p> <p>Copy of agreement/memorandum of understanding (MOU) regarding the Consortium/Joint Venture along with necessary authorisation letter</p> |

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|            | <p>under the provisions of the Companies Act, 2013 within 7 (seven) days of issue of letter of award.</p> <p>(c) The Bidder must have a valid GST Registration Certificate.</p>   | <p>for execution of the said agreement/MOU and authority letter for participation in this tender along with an undertaking of duly authorised representative that the Consortium/Joint Venture shall be registered as a Company under the provisions of the Companies Act, 2013 within 7 (seven) days of issue of letter of award.</p> |
| <p>3.2</p> | <p><b>Fit and Proper Person:</b></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 categorization 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>Self-declaration by the Bidder for the Company and its Directors &amp; Promoters</p>  |



|            |   |   |
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|            | <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> <p>(d) The above conditions are to be satisfied by the Parent Company, in case Bidder is a Wholly owned Subsidiary Company and each member of the Consortium/joint venture, in case Bidder is a Consortium/joint venture.</p> <p>(e) The above conditions are also to be satisfied by ultimate beneficiaries of the Bidder, Parent Company in case Bidder is a Wholly owned Subsidiary Company and each member of the Consortium/joint venture, in case Bidder is a Consortium/joint venture.</p> |   |
| <p>3.3</p> | <p><b>Financial Standing:</b></p> <p>(a) The Bidder must be financially sound such that it demonstrates that it will be capable of meeting all financial obligations under the</p>  | <p>Self-declaration by the Bidder along with supporting documents to evidence the financial standing including certified true copies of</p> |

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|            | <p>Franchise Agreement. The annual audited financial statements for the previous five year must be submitted along with Bid documents by the Bidder or in case where the Bidder is a Consortium/Joint Venture, by all members of Consortium/Joint Venture.</p> <p>(b) The Bidder must have a minimum Net worth of INR 100 crores as per latest audited financial statements. In case the Bidder is a Consortium/Joint Venture, the combined minimum Net worth of the Consortium/Joint Venture must be INR 100 crores as per latest audited financial statements.</p> <p>(c) Depending upon the financial standing of any Bidder, UPCA reserves the right for a parent company or other such company of satisfactory financial standing to guarantee the obligations of the Franchisee pursuant to the Franchise Agreement (as defined below). In the case of a Consortium Bid, each member of the Consortium will be obliged to guarantee the obligations of the Franchisee in the Franchise Agreement. The failure to supply such a guarantee could result in being terminated.</p> | <p>audited financial statements for last five years and a certificate from a Chartered Accountant regarding Net worth.</p>   |
| <p>3.4</p> | <p><b>Infrastructure:</b></p> <p>(a) 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 Team.</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</p> |

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|  | <p>(b) The Bidder must be able to demonstrate strong innovative capabilities and how they will be able to support UPCA in seeking to achieve the objectives as stated in Para III above.</p> | <p>purposes of managing all aspects of the Team. Please attach profile of key resource persons and details of Infrastructure available.</p> <p>Write up to demonstrate strong innovative capabilities and how they will be able to support UPCA in seeking to achieve the objectives as stated in Para III above.</p> |
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**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.
- 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. Overview

This NIT constitutes an invitation to persons to tender for the right and obligation to establish and operate one (and one only) of the Teams during the Term (as defined below). Each Team shall be operated in accordance with the Franchise Agreement to be entered into by UPCA and each Franchisee as described below together with the Regulations (as defined below). Franchisees will have the right to receive certain revenues relating to the League and their respective Teams as detailed below.

### 2. The Franchise

Each Franchisee will have the right and obligation to establish and operate one Team which will form part of and take part in the League. The Franchisee shall have the right to be identified by the name of a City of the State of Uttar Pradesh of its choice and incorporate the same into the name of the Team. Franchisees shall, subject to the ongoing requirement to comply with both the Franchise Agreement and the Regulations at all times, be entitled to operate their Franchise at their discretion including the development of (as summarised in Section V(3)(b) below) although the attention of Bidders is drawn to the fact that the arrangements relating to certain League rights are to be exploited centrally by UPCA as set out in Section V(3) below.

### 3. Central Rights/Franchisee Rights

The rights as mentioned below relating to the League shall be exploited by UPCA. Franchisees shall be entitled to exploit the other rights relating to their respective Teams as summarised below.

- (a) UPCA shall have the exclusive right to enter into arrangements for the exploitation of those rights relating to the League and the Teams which are set out below (together the “**Central Rights**”)

- (i) “**Media Rights**” shall mean the right to broadcast or otherwise distribute audio-visual, visual and audio coverage of any League Match (whether on a live or delayed basis and whether of all or any part of such match) by any and all means now known or hereafter developed including but not limited to all forms of television, home video and DVD, theatric and non-theatric rights, in-flight, ship-at-sea, distribution to all forms of mobile devices and via the internet and whether scheduled or on demand and in whatever format (whether linear, interactive, free to air, pay or otherwise);
- (ii) “**Title Sponsorship Rights**” shall mean the right to be the title sponsor of the League;
- (iii) “**Umpire Sponsorship Rights**” shall mean the right to be appointed as the official sponsor of the umpires and other match officials at League Matches;
- (iv) “**Stadium Advertising Rights**” shall mean the right to have any advertising or other branding featured within any stadium at which a League Match takes place subject to the rights reserved for Franchisees referred to below;
- (v) “**Official Sponsor Rights**” shall mean the right to be appointed an official sponsor to the League in up to a maximum of six product/service categories;
- (vi) “**Games Rights**” shall mean all rights of any kind whatsoever in relation to any toy or game of any kind which is based on or about the League and/or the Teams (including without limitation any electronic game which may be played on any television, computer, mobile phone or other handheld device of any kind);

If and to the extent that additional rights relating to the League become available for commercialisation which UPCA believes should be exploited on a centralised basis then such rights shall be deemed to be Central Rights.

- (b) Subject to the any other provision in the NIT, the 50% (fifty percent) of the surplus of earnings over the expenses for the respective season shall be distributed amongst the Franchisee in equal proportion and the balance 50% (fifty percent) shall be retained by the UPCA.
- (c) All commercial rights other than the Central Rights and in respect of the Licensing Programme relating to the Franchise and the relevant Team shall, subject as provided in the provisions of the Franchise Agreement and subject to Sponsorship guidelines issued by UPCA, shall have following rights:
  - (i) shirt sponsorship arrangements;
  - (ii) Team/Franchise naming rights arrangements;
  - (iii) Other arrangements with local sponsors;
  - (iv) Local supplier ship arrangements.
- (d) Each Franchisee shall subject as contemplated in Section VI(5) of Franchise agreement entitled to retain 100% of the income from the exploitation of its Franchisee Rights
- (e) Each Franchisee shall be responsible for all costs relating to the operation of its Franchise other than the facilities mentioned in Para I(6) of NIT, without limitation the fees and salaries of all persons providing services for its Team and other costs as set out in the Franchise Agreement.
- (f) UPCA reserves the right to alter the above-described division of Central Rights Income prior to the closing date for submission of Bids if its forecasts for the income to be generated under the agreements relating to the grant of the Central Rights materially change.

**4. Term**

The successful Franchisee will be granted the right (and will accept the obligation) to operate a Team for five seasons of UP T-20 or five years, whichever 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.

**5. Players**

Following the award of the Franchises, Franchisees will, in respect of the first year, be invited to select their players by way of a player draft as announced by the Governing Council of UPCA. Franchisees **shall not be entitled** to contract with players who do not form part of such process.

**6. Multiple Franchises**

No Franchisee may have any interest in any other Franchise whether as a result of the award of Franchises as contemplated by this RFP or otherwise.

**7. Franchise Agreement**

The Franchise Agreement attached sets out further details in relation to the operation of a Franchise including the Franchisee's obligations in respect thereof. Each Bidder will be obliged to enter into the Franchise Agreement in duplicate and to deliver it to UPCA as part of its Bid as described further below.

**8. Franchise Sale/Listing**

Franchisees and/or the owners of Franchisees shall (after a minimum period of one year) be entitled to sell their Franchise to a third party or to effect a transfer of a controlling interest in the company which (directly or indirectly) controls the Franchisee subject to compliance with the pre-conditions to any such sale set out in the Franchise Agreement including obtaining prior approval.

**9. Increase in Teams**

No increase will be made in the number of teams competing in the League inaugural year 2023.

## **VI. FRANCHISEE PAYMENTS, OBLIGATIONS AND FINANCIAL GUARANTEES**

1. As consideration for the right to operate a Franchise and to be a member of the League each Franchisee shall pay to UPCA the fee for the grant of the above rights (the “**Franchise Fee**”) which the Franchisee shall be obliged to pay for all the years of the term.
2. The proposed annual Franchise Fee shall be a minimum of INR 5,00,00,000 (Indian Rupees Five Crores) for one year, also called the Basic Reserve Price, and any Bid during the auction which includes a Franchise Fee lower than said sum will be rejected.
3. Successful Franchise shall pay the difference amount between the basic reserve price and Auction amount before entering into the Franchisee agreement along with applicable GST to the total amount. Failing to pay the balance amount within stipulated time leads to cancellation of allotment and 50% of the basic reserve price will be forfeited and the balance will be returned in 10 days. The cancelled allotment will be allotted to any other participant in the Auction at the discretion of UPCA.
4. If the applicant fails to provide required information or if any violations of guidelines of UP T-20 Tournament were noticed during the scrutiny the said applicant will be considered as ineligible to participate in Auction and the deposited of amount Rs.5,00,00,000/- (Rupees Five Crores only) will be refunded within 10 days. The UPCA decision in this regard will be final and binding on all the applicants.
5. The sums payable to UPCA referred to above shall be paid in Indian Rupees. All such sums shall be paid together with any taxes which may be chargeable thereon.
6. Each Franchisee will be required to provide a Bank Guarantee for balance amount



due for next two years (calculated at the Franchisee fees decided through Auction), which shall be submitted before execution of Franchisee Agreement as per tentative schedule provided at Para I(7).

7. The Bank Guarantee shall be 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.
8. The Franchisee fees for subsequent years shall become due on April 01 of respective year and shall be paid by April 30 of respective year.
9. Bank Guarantee 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. Accordingly, the Bank Guarantee shall be having a minimum tenure of 66 (sixty-six) months.
10. 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.
11. Any failure by a Franchisee to pay any of the above-mentioned sums on the due date for payment will be a material breach of contract and entitle UPCA to terminate the Franchise Agreement.
12. In addition, various responsibilities shall be divided in the following manner:

| <b>Sr. No.</b> | <b>Scope of Work</b>   | <b>Managed By</b> |
|----------------|--|-------------------|
| (a)            | Ground / Venue and maintenance for the tournament (covers, super soppers etc.) | UPCA              |
| (b)            | Match Officials, ACU unit, Ground staff, Cricket balls                         | UPCA              |
| (c)            | Slot Fee for a national Broadcaster  | UPCA + Vendor     |

|     |   |                      |
|-----|---|----------------------|
| (d) | Floodlights, power supply (including generators with fuel) for operational requirements   | UPCA                 |
| (e) | Catering for UPCA guests / invitees   | UPCA                 |
| (f) | Prize Money / Prizes for the Teams  | UPCA                 |
| (g) | Who will be identifying and appointing the Franchisee / Team Owners   | UPCA                 |
| (h) | Who will receive the Franchisee Fee from Team Owners/ Corporates  | UPCA                 |
| (i) | Officials & Support Staff expenses regarding stay, equipment, food, TA/DA & Transportation  | UPCA                 |
| (j) | 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+Vendor          |
| (k) | Legal Contracts and its execution with the Franchisees / Teams / Players any other entity.  | UPCA+Vendor          |
| (l) | Score Board Expenses  | UPCA                 |
| (m) | Who will be responsible for day-to-day coordination with Teams, Players and Officials   | UPCA/UP T20 (League) |
| (n) | Who will be paying to the Team Players, Travel, Stay, insurance and all arrangements  | Franchise            |
| (o) | Arrangement and cost of Team Jersey, Kit, and Clothing for the Team Players, Coaches, Officials   | Franchise            |
| (p) | Playing Equipment for Players and Team  | Franchise            |

|     |  |           |
|-----|--|-----------|
| (q) | Transportation and Logistics of the Players, Teams and Officials for the Matches                                       | Franchise |
| (r) | Practice Expenses  | Franchise |
| (s) | Additional back up for power supply and fuel and DG Set  | Vendor    |
| (t) | Broadcast, production, LED's, Big/Giant Screen   | Vendor    |
| (u) | Internet, Wi-Fi, broadband, lease line   | Vendor    |
| (v) | Security and Housekeeping  | Vendor    |
| (w) | Medical Arrangements for Players, Support staff for Match days at the ground   | Vendor    |
| (x) | All Permissions and Licenses from concerned authorities/ officials (UPCA will help/assist in procuring these licenses) | Vendor    |
| (y) | Tentage work   | Vendor    |

Note: It is hereby clarified that all expenses whether incurred by UPCA or Bidder (excluding the expenses incurred by Franchisee) shall be part of the League expenses.

## **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 Chairperson, Governing Council and received on or before 11.08.2023 (Friday) by the UPCA by way of e-mail sent to [upcaknp@gmail.com](mailto: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.
- 1.5. Bidders shall not make any of their Bids subject to any form of conditionality or limitation including, without limitation, the identity of, or particular arrangements being put in place with, any other third party, participating teams, scheduling of Matches or other specific requirements relating to the Franchise and/or the League. Any such conditional Bids may be summarily rejected.

## **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 Bank Guarantee; and (ii) execute necessary documents/agreements on behalf of the Bidder;
- c. Undertaking from the parent company or each Consortium/Joint Venture member to provide guarantee, if required by UPCA, for meeting the obligations of the Franchisee pursuant to the Franchise Agreement;
- d. 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(7) of this NIT.

#### **4. Sealed Envelopes**

4.1. All Eligibility Documents should be enclosed in an envelope clearly labelled, 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), 19, Kamla Club, 84/31, Kalpi Road, Kanpur - UP - 208012.***

4.2. Envelope should also contain a pen drive with scanned pdf versions of all documents required to be enclosed in the Envelope.

## **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 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(7) 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(7) of this NIT, each Bidder shall be evaluated by question/answers and presentation by each Bidder before the Expert Panel nominated by the Governing Council of the UPCA. The expert panel shall primarily evaluate the Bidders on the following two parameters:
  - 2.2.1.** Adequacy of infrastructure, knowledge, and resources (both financial and human) for the purposes of managing all aspects of the Team.
  - 2.2.2.** Demonstration of strong innovative capabilities and ideas/plans to support UPCA in seeking to achieve the objectives as stated in Para III above.

- 2.3. On the date mentioned in Section I(7) of this NIT, the UPCA shall announce the successful Bidder, who shall be eligible to participate in the Auction as per the schedule mentioned in Section I(7) of this NIT.
- 2.4. 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.
- 2.5. 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.
- 2.6. UPCA requires successful Bidders to be present as per the schedule mentioned in Section I(7) of this NIT for participation in the Auction for award of Franchises.
- 2.7. The 6 (Six) highest Bidders shall be awarded the right to own and operate a Team (subject to eligibility).
- 2.8. After the award of the Franchises, the Franchisees will, on a date to be announced in due course, be invited to take part in the process for acquiring Players for their respective squads which is summarized in this document.

## **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**

- 8.1 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.
- 8.2 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.
- 8.3 The venue and seat for arbitration shall be Kanpur and the arbitration shall be conducted in the English language.
- 8.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.
- 8.5 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.
- 8.6 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**

**08.08.2023**

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

“**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.

“**Net worth**” means Net worth as defined in section 2(57) of the Companies Act, 2013.

“**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”.

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

“**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.

“**Vendor**” shall mean a Company engaged by UPCA for the operations and management of the state league of Uttar Pradesh Cricket Association – UP -T20.

“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-20/02/2023)

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

**Part A - General – To be filled by all Bidders**

| Sr. No. | Details   | Remarks<br>(Yes/No) |
|---------|---|---------------------|
| 1.      | Please confirm whether Bidder is a Company under the provisions of the Companies Act, 2013?   |                     |
| 2.      | Please confirm whether Bidder Company on its own meets the eligibility criteria of minimum 100 crores Net worth as per its latest audited financial statement?  |                     |
| 3.      | Please confirm whether Bidder is a wholly owned subsidiary and meets the eligibility criteria of minimum 100 crores Net worth as per the latest audited financial statement, through its parent Company?  |                     |
| 4.      | Please confirm whether Bidder Company meets the eligibility criteria of minimum 100 crores Net worth as per the latest audited financial statement, through its consortium/joint venture members?   |                     |
| 5.      | Please confirm whether Bidder is a Consortium/Joint Venture Company under the provisions of the Companies Act, 2013?  |                     |
| 6.      | Please confirm whether Bidder is a Consortium/Joint Venture, not presently registered as a Company under the provisions of the Companies Act, 2013 and meets the eligibility criteria of minimum 100 crores Net worth as per the latest audited financial statement, through the members of Consortium/Joint Venture Company? |                     |



**Part - B – To be filled if Bidder is already registered as a Company**

| Sr. No. | Details   | Remarks |
|---------|---|---------|
| 1.      | <b>Name of the Bidder</b>   |         |
| 2.      | <b>Corporate Identity Number of the Bidder</b>  |         |
| 3.      | <b>PAN of the Bidder</b>  |         |
| 4.      | <b>GST Registration Number of the Bidder</b>  |         |
| 5.      | <b>Registered office Address</b>  |         |
| 6.      | <b>Corporate Office Address, if any</b>   |         |
| 7.      | <b>Name of the Directors, Key Managerial Personnel &amp; other Key persons</b>  |         |
| 8.      | <b>Name of the Shareholders</b>   |         |
| 9.      | <b>Name of the Ultimate Beneficial Owner</b>  |         |
| 10.     | <b>Net worth (as per the provisions of section 2(57) of the Companies Act, 2013 as per latest audited financial statement</b> |         |

| 11. | Key financial parameters for the previous five years<br>(Attach audited annual financial statements for the last financial years)<br>(Turnover, EBIDTA, PAT shall be as per the provisions of the Companies Act, 2013) | Details  | 1 | 2 | 3 | 4 | 5 |
|-----|--|----------|---|---|---|---|---|
|     |  | Turnover |   |   |   |   |   |
|     |  | EBIDTA   |   |   |   |   |   |
|     |  | PAT      |   |   |   |   |   |
| 12. | Name of the Parent Company, in case Bidder is a wholly owned subsidiary  |          |   |   |   |   |   |
| 13. | Corporate Identity Number of the Parent Company  |          |   |   |   |   |   |
| 14. | PAN of the Parent Company  |          |   |   |   |   |   |
| 15. | GST Registration Number of the Parent Company  |          |   |   |   |   |   |
| 16. | Registered office Address of the Parent Company  |          |   |   |   |   |   |
| 17. | Corporate Office Address, if any of the Parent Company   |          |   |   |   |   |   |
| 18. | Name of the Directors, Key Managerial Personnel & other Key persons of the Parent Company  |          |   |   |   |   |   |
| 19. | Name of the Shareholders of the Parent Company   |          |   |   |   |   |   |
| 20. | Name of the Ultimate   |          |   |   |   |   |   |

|     |   |                  |          |          |                   |          |          |
|-----|---|------------------|----------|----------|-------------------|----------|----------|
|     | <b>Beneficial Owner of the Parent Company</b>   |                  |          |          |                   |          |          |
| 21. | <b>Net worth (as per the provisions of section 2(57) of the Companies Act, 2013 as per latest audited financial statement</b>   |                  |          |          |                   |          |          |
| 22. | <b>Key financial parameters for the previous five years (Attach audited annual financial statements for the last financial years) (Turnover, EBIDTA, PAT shall be as per the provisions of the Companies Act, 2013)</b> | <b>Details</b>   | <b>1</b> | <b>2</b> | <b>3</b>          | <b>4</b> | <b>5</b> |
|     |   | <b>Turnover</b>  |          |          |                   |          |          |
|     |   | <b>EBIDTA</b>    |          |          |                   |          |          |
|     |   | <b>PAT</b>       |          |          |                   |          |          |
| 23. | <b>Names of all consortium members, in case Bidder is a Consortium/Joint Venture</b>  | <b>Member -1</b> |          |          | <b>Member - 2</b> |          |          |
|     |   |                  |          |          |                   |          |          |
| 24. | <b>Corporate Identity Number of the Consortium/Joint Venture member</b>   |                  |          |          |                   |          |          |
| 25. | <b>PAN of the Consortium/Joint Venture member</b>   |                  |          |          |                   |          |          |
| 26. | <b>GST Registration Number of the Consortium/Joint Venture member</b>   |                  |          |          |                   |          |          |
| 27. | <b>Registered office Address of the Consortium/Joint Venture</b>  |                  |          |          |                   |          |          |

|                 |  |                |   |   |   |   |   |   |   |   |   |   |
|-----------------|--|----------------|---|---|---|---|---|---|---|---|---|---|
|                 | <b>member</b>  |                |   |   |   |   |   |   |   |   |   |   |
| 28.             | <b>Corporate Office Address, if any of the Consortium/Joint Venture member</b>   |                |   |   |   |   |   |   |   |   |   |   |
| 29.             | <b>Name of the Directors, Key Managerial Personnel &amp; other Key persons of the Consortium/Joint Venture member</b>  |                |   |   |   |   |   |   |   |   |   |   |
| 30.             | <b>Name of the Shareholders of the Consortium/Joint Venture member</b>   |                |   |   |   |   |   |   |   |   |   |   |
| 31.             | <b>Name of the Ultimate Beneficial Owner of the Consortium/Joint Venture member</b>  |                |   |   |   |   |   |   |   |   |   |   |
| 32.             | <b>Net worth (as per the provisions of section 2(57) of the Companies Act, 2013 as per latest audited financial statement</b>  |                |   |   |   |   |   |   |   |   |   |   |
| 33.             | <b>Key financial parameters for the previous five years (Attach audited annual financial statements for the last financial years) (Turnover, EBIDTA, PAT shall be as per</b> | <b>Details</b> | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 | 5 |
| <b>Turnover</b> |  |                |   |   |   |   |   |   |   |   |   |   |
| <b>EBIDTA</b>   |  |                |   |   |   |   |   |   |   |   |   |   |

|     |   |     |  |  |  |  |  |  |  |  |  |  |  |
|-----|---|-----|--|--|--|--|--|--|--|--|--|--|--|
|     | the provisions of the Companies Act, 2013)  | PAT |  |  |  |  |  |  |  |  |  |  |  |
| 34. | Name and contact details of authorized representative of the Bidder Company (Attach a copy of Board resolution) |     |  |  |  |  |  |  |  |  |  |  |  |

**Part – C – To be filled if Bidder is a Consortium/Joint Venture, not registered as a Company under the provisions of the Companies Act, 2013**

| Sr. No. | Details   | Remarks   |            |
|---------|---|-----------|------------|
|         |   | Member -1 | Member - 2 |
| 1.      | Name of the Consortium/Joint Venture  |           |            |
| 2.      | Names of all consortium members, in case Bidder is a Consortium/Joint Venture |           |            |
| 3.      | Corporate Identity Number of the Consortium/Joint Venture member              |           |            |
| 4.      | PAN of the Consortium/Joint Venture member                                    |           |            |
| 5.      | GST Registration Number of the Consortium/Joint Venture member                |           |            |
| 6.      | Registered office Address of  |           |            |

|     |   |                  |          |          |          |          |          |          |          |          |          |          |  |
|-----|---|------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|--|
|     | <b>the Consortium/Joint Venture member</b>  |                  |          |          |          |          |          |          |          |          |          |          |  |
| 7.  | <b>Corporate Office Address, if any of the Consortium/Joint Venture member</b>  |                  |          |          |          |          |          |          |          |          |          |          |  |
| 8.  | <b>Name of the Directors, Key Managerial Personnel &amp; other Key persons of the Consortium/Joint Venture member</b>         |                  |          |          |          |          |          |          |          |          |          |          |  |
| 9.  | <b>Name of the Shareholders of the Consortium/Joint Venture member</b>  |                  |          |          |          |          |          |          |          |          |          |          |  |
| 10. | <b>Name of the Ultimate Beneficial Owner of the Consortium/Joint Venture member</b>   |                  |          |          |          |          |          |          |          |          |          |          |  |
| 11. | <b>Net worth (as per the provisions of section 2(57) of the Companies Act, 2013 as per latest audited financial statement</b> |                  |          |          |          |          |          |          |          |          |          |          |  |
| 12. | <b>Key financial parameters for the previous five years (Attach audited annual financial statements for the last</b>          | <b>Detail s</b>  | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |  |
|     |   | <b>Turn over</b> |          |          |          |          |          |          |          |          |          |          |  |

|     |   |            |  |  |  |  |  |  |  |  |  |  |  |  |
|-----|---|------------|--|--|--|--|--|--|--|--|--|--|--|--|
|     | financial years)<br>(Turnover, EBIDTA, PAT shall be as per the provisions of the Companies Act, 2013)   | EBDI<br>TA |  |  |  |  |  |  |  |  |  |  |  |  |
|     |   | PAT        |  |  |  |  |  |  |  |  |  |  |  |  |
| 13. | Name and contact details of authorized representative of the Consortium/Joint Venture (Attach a copy of Power of Attorney by both Consortium/Joint Venture members) |            |  |  |  |  |  |  |  |  |  |  |  |  |

**Part – D – Details regarding the payment of Tender cost & Basic Reserve Price**

| Sr. No. | Details  | Remarks                  |  |
|---------|--|--------------------------|--|
| 1.      | Details of payment of the cost of INR 50,000 plus 18% GST towards the tender document (Name of the Remitter, Bank, UTR no and date/Bank draft No., drawing bank and date | Name of the remitter     |  |
|         |  | Name of the the Bank     |  |
|         |  | UTR No./Demand Draft No. |  |
|         |  | Date                     |  |
| 2.      | Details of payment of the Basic Reserve Price of Rs. 5 crores (Name of the Remitter, Bank, UTR no and date/Bank draft No., drawing bank and date                         | Name of the remitter     |  |
|         |  | Name of the the Bank     |  |
|         |  | UTR No./Demand Draft No. |  |
|         |  | Date                     |  |

**Part – E – Confirmation regarding the Eligibility criteria**

| Sr. No. | Eligibility Criteria   | Confirmation regarding meeting of the Eligibility Criteria (Yes/No) | Documents to be submitted   |
|---------|--|---|---|
| 1.      | <p><b>Registrations:</b></p> <p>(a) The Bidder must be a Company registered in India.</p> <p>(b) The Consortium/Joint Venture shall be allowed to participate in the bidding on an undertaking of duly authorised representative that the Consortium/Joint Venture shall be registered as a Company under the provisions of the Companies Act, 2013 within 7 (seven) days of issue of letter of award.</p> <p>(c) The Bidder must have a valid GST Registration Certificate.</p> |   | <ul style="list-style-type: none"> <li>• Certificate of Incorporation along with Memorandum and Articles of Association and copy of GST registration.</li> <li>• Copy of agreement/memorandum of understanding (MOU) regarding the Consortium/Joint Venture along with necessary authorisation letter for execution of the said agreement/MOU and authority letter for participation in this tender along with an undertaking of duly authorised representative that the Consortium/Joint Venture shall be registered as a Company under the provisions of the Companies</li> </ul> |



|    |  |  |   |
|----|--|--|---|
|    |  |  | Act, 2013 within 7 (seven) days of issue of letter of award.  |
| 2. | <p><b>Fit and Proper Person:</b></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 Categorization 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</p> |  | <ul style="list-style-type: none"> <li>• Self-declaration by the Bidder regarding eligibility criteria of Fit &amp; Proper Person for the Company, Parent Company, Consortium/Joint Venture and its Directors, Promoters &amp; Ultimate Beneficial Owner</li> </ul> |

|  |   |  |  |
|--|---|--|--|
|  | <p>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> <p>(d) The above conditions are to be satisfied by the Parent Company, in case Bidder is a Wholly owned Subsidiary Company and each member of the Consortium/joint venture, in case Bidder is a Consortium/joint venture.</p> <p>(e) The above conditions are also to be satisfied by ultimate beneficiaries of the Bidder, Parent Company in case Bidder is a Wholly owned Subsidiary Company and each member of the Consortium/joint venture, in case Bidder is a Consortium/joint venture.</p> |  |  |
|--|---|--|--|

|           |  |  |
|-----------|--|--|
| <p>3.</p> | <p><b>Financial Standing:</b></p> <p>(a) The Bidder must be financially sound such that it demonstrates that it will be capable of meeting all financial obligations under the Franchise Agreement. The annual audited financial statements for the previous five year must be submitted along with Bid documents by the Bidder or in case where the Bidder is a Consortium/Joint Venture, by all members of Consortium/Joint Venture.</p> <p>(b) The Bidder must have a minimum Net worth of INR 100 crores as per latest audited financial statements. In case the Bidder is a Consortium/Joint Venture, the combined minimum Net worth of the Consortium/Joint Venture must be INR 100 crores as per latest audited financial statements.</p> <p>(c) Depending upon the financial standing of any Bidder, UPCA reserves the right for a parent company or other such company of satisfactory financial standing to guarantee the obligations of the Franchisee pursuant to the Franchise Agreement (as defined below). In the case of a Consortium Bid, each member of the Consortium will be</p> | <ul style="list-style-type: none"> <li>• Self-declaration by the Bidder along with supporting documents to evidence the financial standing including certified true copies of audited financial statements for last five years and a certificate from a Chartered Accountant regarding Net worth.</li> </ul> |
|-----------|--|--|

|           |   |  |  |
|-----------|---|--|--|
|           | <p>obliged to guarantee the obligations of the Franchisee in the Franchise Agreement. The failure to supply such a guarantee could result in being terminated.</p>  |  |  |
| <p>4.</p> | <p><b>Infrastructure:</b><br/>                 (a) 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 Team.<br/>                 (b) The Bidder must be able to demonstrate strong innovative capabilities and how they will be able to support UPCA in seeking to achieve the objectives as stated in Para III above.</p> |  | <ul style="list-style-type: none"> <li>• 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 Team. Please attach profile of key resource persons and details of Infrastructure available.</li> <li>• Write up to demonstrate strong innovative capabilities and how they will be able to support UPCA in seeking to achieve the objectives as stated in Para III above.</li> </ul> |

**Part F – Checklist of Documents attached**

| <b>Sr. No.</b> | <b>Details</b>  | <b>Remarks</b>                             | <b>Whether attached (Yes/No/NA)</b> |
|----------------|---|--|-------------------------------------|
| 1.             | Certificate of Incorporation along with Memorandum and Articles of Association  | Bidder                                     |                                     |
|                |   | Parent Company                             |                                     |
|                |   | Consortium/Joint Venture (Member 1)        |                                     |
|                |   | Consortium/Joint Venture (Member 2)        |                                     |
| 2.             | Copy of PAN Card  | Bidder                                     |                                     |
|                |   | Parent Company                             |                                     |
|                |   | Consortium/Joint Venture (Member 1)        |                                     |
|                |   | Consortium/Joint Venture (Member 2)        |                                     |
| 3.             | Copy of GST registration  | Bidder                                     |                                     |
|                |   | Parent Company                             |                                     |
|                |   | Consortium/Joint Venture (Member 1)        |                                     |
|                |   | Consortium/Joint Venture (Member 2)        |                                     |
| 4.             | Copy of agreement/memorandum of understanding (MOU) regarding the Consortium/Joint Venture                                    | In case Bidder is Consortium/Joint Venture |                                     |
| 5.             | Authorisation letter for execution of the Consortium/Joint Venture agreement/MOU [In case Bidder is Consortium/Joint Venture] | Consortium/Joint Venture (Member 1)        |                                     |
|                |   | Consortium/Joint Venture (Member 2)        |                                     |
| 6.             |   | Consortium/Joint Venture                   |                                     |

|     |   |                                     |  |
|-----|---|-------------------------------------|--|
|     | An undertaking from the authorised representative of both members of Consortium/Joint venture that the Consortium/Joint Venture shall be registered as a Company under the provisions of the Companies Act, 2013 within 7 (seven) days of issue of letter of award [In case Bidder is Consortium/Joint Venture] | (Member 1)                          |  |
|     |   | Consortium/Joint Venture (Member 2) |  |
| 7.  | Board Resolution in case Bidder is a Company for the participation in this tender and authorisation to participate in auction and sign/execute necessary documents  | Bidder                              |  |
|     |   | Parent Company                      |  |
|     |   | Consortium/Joint Venture (Member 1) |  |
|     |   | Consortium/Joint Venture (Member 2) |  |
| 8.  | Power of Attorney to authorise a person for the participation in this tender and authorisation to participate in auction and sign/execute necessary documents, in case Bidder is a Consortium/Joint Venture   | Consortium/Joint Venture (Member 1) |  |
|     |   | Consortium/Joint Venture (Member 2) |  |
| 9.  | Self-declaration by the Bidder regarding eligibility criteria of Fit & Proper Person for the Company, Parent Company, Consortium/Joint Venture and its Directors, Promoters & Ultimate Beneficial Owner   | Bidder                              |  |
|     |   | Parent Company                      |  |
|     |   | Consortium/Joint Venture (Member 1) |  |
|     |   | Consortium/Joint Venture (Member 2) |  |
| 10. | Self-declaration by the Bidder along with supporting documents to evidence the financial standing including certified true copies of audited financial statements for last five years   | Bidder                              |  |
|     |   | Parent Company                      |  |
|     |   | Consortium/Joint Venture (Member 1) |  |
|     |   | Consortium/Joint Venture            |  |

|     |   |                                     |  |
|-----|---|-------------------------------------|--|
|     | and a certificate from a Chartered Accountant regarding Net worth.  | (Member 2)                          |  |
| 11. | 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 Team. | Bidder                              |  |
|     |   | Parent Company                      |  |
|     |   | Consortium/Joint Venture (Member 1) |  |
|     |   | Consortium/Joint Venture (Member 2) |  |
| 12. | Profile of key resource persons of the Bidder, Parent Company, Consortium/Joint Venture   | Bidder                              |  |
|     |   | Parent Company                      |  |
|     |   | Consortium/Joint Venture (Member 1) |  |
|     |   | Consortium/Joint Venture (Member 2) |  |
| 13. | Details of Infrastructure available   | Bidder                              |  |
|     |   | Parent Company                      |  |
|     |   | Consortium/Joint Venture (Member 1) |  |
|     |   | Consortium/Joint Venture (Member 2) |  |
| 14. | Write up to demonstrate strong innovative capabilities and how they will be able to support UPCA in seeking to achieve the objectives as stated in Para III above.  | Bidder                              |  |
|     |   | Parent Company                      |  |
|     |   | Consortium/Joint Venture (Member 1) |  |
|     |   | Consortium/Joint Venture (Member 2) |  |

**Part F – Declaration**

**It is hereby confirmed that all the information, details provided/attached, declaration/conformation made in this bid document are true and correct and no material**

**information has been hided and UPCA shall have right to disqualify/terminate the Bidder, if any details are found untrue.**

**Note:** After evaluation of the above and presentation before the expert panel, the eligible Technical bidders will be allowed to participate in Auction for Franchisee.

**SIGNATURE OF THE BIDDER**

**SEAL OF THE ENTITY**

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