

REQUEST FOR PROPOSAL
(RFP/UPCA/AUTOMATION/2023)



FOR AUTOMATION OF VARIOUS FUNCTIONS OF UPCA

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REQUEST FOR PROPOSAL

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 and administrative office at 19, Kamla Club, 84/31, Kalpi Road, Kanpur – Uttar Pradesh – 208012, India. UPCA is a duly affiliated state unit of the Board of Control for Cricket in India (“**BCCI**”). UPCA has also constituted state-level cricket leagues for men in the name of ‘UP T-20’ (“**UP T-20**” or “**League**”) to meet the below-mentioned objectives:
 - 1.1. To develop players in the state of Uttar Pradesh to play competitive T-20 matches;
 - 1.2. 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;
 - 1.3. To establish a successful, stable and financially secure & sustainable model for the development and promotion of cricketing activities and related infrastructure in Uttar Pradesh; and
 - 1.4. To make the widest coverage, and viewership and bring widest audiences to the grounds.
2. UPCA has decided to automate its various functions through the optimal usage of technology. The indicative list of various functions of UPCA for Automation in the long term as well as for the short term, are specifically defined in **Schedule II**.
3. This Request for Proposal (“**RFP**”) constitutes an invitation to the Bidders on the terms and conditions set out in this RFP for the development of the necessary system for automation of various functions of UPCA in the long term as well as for the short term, are specifically defined in **Schedule II**, through the optimal usage of technology. The Bidders may download this RFP from the website of UPCA at www.upca.tv. 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.

4. UPCA will enter into a Service Contract for 5 years with a successful bidder. The work order will be initially placed for 1 year and the same may be renewed based on satisfactory performance review. 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 a successful Bidder.
5. Certain important deadlines/ timelines in relation to this RFP are as follows:

Last date for seeking clarifications	28-12-2023
Last date for submission of Bid Documents	30-12-2023
Bid Opening and Evaluation	30-12-2023
Declaration of successful Bidder	02-12-2023

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

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

II. REQUEST FOR PROPOSAL (RFP)

1. The UPCA hereby invites Bids/tenders from the entities meeting the eligibility norms, setout in para IV (3) of this document (the “Eligibility Requirements”), for providing the services as per **Schedule II**.
2. There will be no negotiation of, or amendment to the RFP 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 RFP. If UPCA amends the terms of the RFP prior to the date of submission of the bids, it shall provide an amended version thereof also on its website.
3. This RFP 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 Scope of work as per **Schedule II**.

IV. ELIGIBILITY CRITERIA

1. For the purposes of this RFP, any Person who satisfies the requirements set out in Section IV (3) (the “**Eligibility Requirements**”) as on the date of this RFP (or such other specific date as is specified in this RFP 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
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<p>1.</p>	<p>Registrations:</p> <p>(a) The Bidder must be an Individual, Proprietorship firm, Partnership Firm, Limited Liability Partnership Firm or a Company registered in India</p> <p>(b) The Bidder must have a valid GST Registration Certificate.</p>	<p>Registration Certificate with charter documents and copy of GST registration</p>
<p>2.</p>	<p>Fit and Proper Person:</p> <p>(a) Each Bidder (including its proprietor, Partner, 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 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 proprietor, Partner, 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 proprietor, Partner, directors and Promoters) (i) should not be engaged in illegal</p>	<p>Self-declaration by the Bidder</p>

	<p>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>3.</p>	<p>Relevant Experience:</p> <p>(a) The Bidder or its Promoters have necessary experience in the field of providing the Automation Services, software development & data management.</p> <p>(b) How the experience and expertise of the Bidder in providing software development services of a similar nature to the Services in relation to previous experiences enable the Bidder to deliver the scope of the Services required.</p> <p>(c) What innovations, concepts, products or processes has the bidder previously introduced in the delivery of Automation Services, software development & data management.</p> <p>(d) Preference would be given to a Person who has extensively worked in/for sports associations and league/events on a State/National/ International platform.</p> <p>(e) The Bidder must be able to demonstrate the capability and experience in Automation. Any specific experience in automation of the functions of a Sports Association will be given preference.</p> <p>(f) The Bidder must be able to demonstrate strong innovative capabilities and the willingness to design and implement robust solutions for automation of all functions of UPCA through optimal usage of technology.</p>	<p>Self-declaration/Explanation by the Bidder along with supporting documents to evidence the experience.</p>

	<p>(g) What are the current and upcoming projects for which the Bidder will be responsible while executing this Assignment.</p> <p>(h) Any other relevant details that the Bidder may want to share.</p>	
<p>4.</p>	<p>Organisational Capability:</p> <p>a) Please include a detailed staffing plan of how the Bidder intends to deliver of the Services in line with the required timescales (including an organisation chart, the size and composition of the proposed team, respective responsibilities and escalation paths) and how the bidder believes each team member’s experience makes them suitable for these roles.</p> <p>b) Within the staffing plan indicate whom the Bidder proposes to act as its Account Director/Manager for the Services and how the Bidder believes their experience makes them suitable for this or these role(s).</p> <p>c) How will the structure, composition and experience of the Bidder’s project team ensure delivery of the Services in line with the required timescales?</p> <p>d) Will the Bidder have the capability to change staffing rapidly as required? Does the Bidder propose to sub-contract any aspect of the Services? If so, please provide full details about proposed sub-contractors and any other material information.</p>	<p>Self-declaration/Explanation by the Bidder along with supporting documents.</p>
<p>5.</p>	<p>Operational Capability:</p> <p>a) Please provide an in depth “reverse brief” in which the Applicant details its understanding of the Services delivery requirements and strategies, highlighting cost effective solutions.</p> <p>b) In addition to the staffing plan, please provide an overall project summary which sets out a proposed</p>	<p>Self-declaration/Explanation by the Bidder along with supporting documents.</p>

	<p>detailed project timeline, highlighting the key dates and milestones in the planning and implementation process.</p> <p>c) Please provide a full list of all exclusions or dependencies expected to be provided by or on behalf of UPCA for the delivery of the Services.</p> <p>d) Please provide the following information:</p> <p>(i) A full overview of the solution proposed.</p> <p>(ii) An overview of how the applicant manages the system development lifecycle, including both the development, testing and change management process for accommodating UPCA’s requirements;</p> <p>(iii)An overview of security features of the proposed solution</p>	
<p>6.</p>	<p>Infrastructure:</p> <p>The Bidder must have the necessary and adequate infrastructure, knowledge, and resources (both financial and human) for the purposes of delivery of desired services in a time bound manner and maintain the same.</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 the desired services in a time bound manner and maintain the same.</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 RFP 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 RFP and thereby enable the UPCA to fully 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 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 that the UPCA deems most suitable for the assignment.

V. RIGHTS/OBLIGATIONS OF THE SUCCESSFUL BIDDER

- 1.** The successful Bidder shall, *inter alia*, be responsible for providing the Services as per the Scope of Work specified in Schedule II and such other services as may be specified by UPCA from time to time.

VI. 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 RFP must be addressed to the UPCA and marked for the attention of the Honorary Secretary and received on or before the deadline as mentioned in Para I(5) above, by the UPCA by way of an e-mail sent to upcaknp@gmail.com. Any clarification issued by the UPCA shall automatically become part of this RFP. 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 RFP 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 in **Schedule III**), 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 Section IV(3) above;
- b. Copy of letter authorizing the representative of the Bidder to 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 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 RFP.

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 IV**), which shall contain:

- a. the full name and address of the Bidder; and
- b. a detailed plan highlighting the full details of its proposals for automation of various functions of UPCA through optimal usage of technology.
- c. The net amount offered to be paid by the Bidder to UPCA + GST at the applicable rate is to be quoted as a financial bid for the development of the necessary system as per Schedule II, for automation of various functions of

UPCA through optimal usage of technology, including the cost of maintenance for one year.

- 3.2.2. 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 VI(4).

4. Separate and Sealed Envelopes

- 4.1. All Eligibility Documents should be enclosed in one envelope clearly labelled “**Envelope A**”.
- 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:

“RPF/UPCA/AUTOMATION/2023”

***Attn of: The Hony. Secretary of Uttar Pradesh Cricket Association (UPCA),
19, Kamla Club, 84/31, Kalpi Road, Kanpur – Uttar Pradesh – 208012,
India.***

VII. 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 RFP.

- 1.3. Any Bids including Eligibility Documents delivered other than by hand in accordance with Section VI(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 the 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 RFP (“**Bid Document Evaluation**”).
- 2.2. On the date mentioned in Section I(6) of this RFP, 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 RFP 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.

VIII. GENERAL

1. Amendment/Addendum

- 1.1. The information set out in this RFP is in summary form and does not purport to contain complete descriptions of the arrangements relating to the Automation of various functions of UPCA, all of which may be subject to change and amended by the UPCA at its discretion. This RFP 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 RFP and/or the conditions of this RFP 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 RFP and will be binding.
- 1.3. Any such action under Section VIII(1.2) and/or VIII(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 RFP

Each Bidder, irrevocably 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 RFP;
- 2.2. to be bound by the terms, conditions and obligations set out in this RFP;
- 2.3. that this RFP 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 RFP, this process and the subject matter of this RFP 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 RFP 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 RFP as a result of reliance on any information contained in either this RFP 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 RFP 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 RFP however arising out of or in connection with this RFP shall be limited to an amount equal to INR 10,000/- (Indian Rupees Ten Thousands 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 rights, title, and interest (including, without limitation, Intellectual Property Rights) in and to this RFP 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 UPCA 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, 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 RFP 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 RFP 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 RFP 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 RFP.
- 10.** If any dispute arises under this RFP 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 RFP 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 RFP.

For and on Behalf of

The Uttar Pradesh Cricket Association

Sd/-

Ankit Chatterjee

CEO

December 21, 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 in reference to RFP/UPCA/AUTOMATION/2023 dated December 21, 2023, which is submitted to the UPCA subject to and in accordance with the terms and conditions of this RFP.

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

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

“**Bid Form**” shall mean the form attached in Schedule III & Schedule IV.

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

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

“**Eligibility Documents**” shall have the meaning ascribed to it in Section VI(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 VI(4.1).

“**Envelope B**” shall have the meaning ascribed to it in Section VI(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 VI(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 RFP.

“**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.

“**RFP**” shall mean this Request for Proposal document together with all Schedules and any corrigendum(s) and clarifications which may be issued from time to time.

“**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 RFP.

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

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

Principles of Interpretation:

In this RFP, 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 RFP;
- ii. references to this RFP or any other document shall be construed as references to this RFP 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 RFP and all schedules to this RFP are an integral part of this RFP;
- 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 II: SCOPE OF SERVICES
INDICATIVE FUNCTIONS OF UPCA

Functions	Indicative Scope of Automation	Implementation Plan
Online Players Registration & Selection	a) Players Registration b) Fees Payment (Online / DD) c) Weekly Payments to DCA's d) Players Selection Process e) Players data management	Phase I (Short term)
PHASE II – (FURTHER ELEMENTS / SERVICES FOR BIDDER'S REFERENCE)		
Support Staff	a) Support Staff Registration b) Payments to Support Staff c) Support Staff data management	Phase II – (Long Term)
Other Misc.	a) Registration b) Payments a) Data management	Phase II – (Long Term)
District Cricket Association	a) Registration b) Payments c) Data management c) Players registered with respective DCA	Phase II – (Long Term)
UPCA	a) Circulars/notification for its members/DCA/other d) Grievance redressal	Phase II – (Long Term)
Management of various Tournaments including UP T20	a) Vendors, sponsor onboarding b) Teams	Phase II – (Long Term)

	b) Management of performance data ball by ball of respective player	
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Note: The above scope of work is indicative only, to give an idea to the bidder. The scope of work shall include the automation of complete functions under Phase I.

Phase I (Short-term) is scheduled for launch no later than January 10, 2024.

***Please Note - Under Phase II all mentioned headers are intended to provide bidders with an understanding of potential future enhancements required for the software, but the submission of costs should solely focus on Phase 1 deliverables.**

GENERAL TECHNICAL REQUIREMENT

S.No	GENERAL TECHNICAL REQUIREMENT
1.	There must be a capability in the system to create and manage users with different roles
2.	The system must allow user accounts to be suspended and reinstated
3.	There must be a capability in the system to define the various roles and permissions
4.	There must be a capability in the system to allow anonymous user to access the application for self-registration
5.	There must be a capability in the system for anonymous users to fill up the form and self-register
6.	There must be a capability in the system for the anonymous user to pay the registration fees while filling up the registration form
7.	There must be a capability in the system to configure the Payee Payment Details
8.	There must be a capability in the system to create the profile by filling the required profile details such as Personal Details, Demographic Details, Academic Details, Playing Experience etc.
9.	There must be a capability in the system for Super Admin User to settle the payment to respective Districts basis the Payment received from the Candidates belong to their respective districts
10.	There must be a capability in the system for District Users to approve the Candidate's Enrollment. After approval, candidates must receive their Credentials and become as District Player by default
11.	There must be a capability in the system for District users to upload the list of shortlisted players for Zonal Selection
12.	There must be a capability in the system for Super Admin user to assign the shortlisted players by District User to respective Zone
13.	There must be a capability in the system for Zonal Users to mark the players as Zonal Qualified

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14.	There must be a capability in the system for Super Admin User to create the Zonal Teams by assigning the players to respective Zonal Team
15.	There must be a capability in the system for Super Admin User to Schedule the Zonal Matches
16.	There must be a capability in the system for Super Admin User to assign the other staff for Inter Zonal Matches
17.	There must be a capability in the system for Super Admin User to create the list of Other Staff-Types such as Umpire, Field Staff, Selector etc.
18.	There must be a capability in the system for Super Admin User to register and map the staff with appropriate Staff Type
19.	There must be a capability in the system for Super Admin User to publish the Zonal match results and mark the shortlisted players for Inter Zonal Matches to Trophy Matches
20.	There must be a capability in the system for Super Admin User to create and manage the list of Trophy Matches
21.	There must be a capability in the system for Other Staffs to see and manage their profile
22.	There must be a capability in the system for Other Staff to upload the payment Invoices, DA and Reimbursement Claim
23.	There must be a capability in the system for Super Admin user to review the invoices/DA/Reimbursement claims to approve or reject
24.	There must be a capability in the system to keep adding on the Player's profile as soon as player is assigned for the match or plays the match along with the place, score and opponent details

SECURITY / HOSTING REQUIREMENT

S.No	SECURITY / HOSTING REQUIREMENT
1.	The system must provide adequate security to prevent unauthorized Access
2.	The system must provide the facility for passwords to be changed, and for the administrator to configure the frequency with which this should occur as well as setting up password constraints.
3.	The system must allow for encryption of information both inbound and outbound.
4.	The system must provide an automatic timeout facility to prevent users from remaining logged in when their sessions are inactive.
5.	The security features provided in the system and by the hosting facility should be compliant with the relevant industry-recognized security standards. Please provide details along with supporting documents.
6.	The system must be externally hosted and supported within a jurisdiction with appropriate Data Protection legislation.

7.	The system must have an uptime of at least 99.5%. Please provide supporting evidence with your response.
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SCHEDULE III: TECHNICAL BID FORM

(RFP/UPCA/AUTOMATION/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 of the Directors, Key Managerial Personnel & other Key persons																					
7.	Name of the Shareholders																					
8.	Name of the Ultimate Beneficial Owner																					
9.	If Available, key financial parameters for the previous three years (Attach audited annual financial statements for the last three financial years)	<table border="1"> <thead> <tr> <th>Detail s</th> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> </tr> </thead> <tbody> <tr> <td>Turno ver</td> <td></td> <td></td> <td></td> </tr> <tr> <td>EBID TA</td> <td></td> <td></td> <td></td> </tr> <tr> <td>PAT</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Netw orth</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Detail s	Year 1	Year 2	Year 3	Turno ver				EBID TA				PAT				Netw orth			
Detail s	Year 1	Year 2	Year 3																			
Turno ver																						
EBID TA																						
PAT																						
Netw orth																						
10.	Name and contact details of authorized representative of the Bidder (Attach a copy of Board resolution)																					
11.	Confirmation regarding the Eligibility criteria & provide other relevant details as desired below																					

Sr. No.	Eligibility Criteria	Confirmation regarding meeting of Eligibility Criteria (Yes/No)	Documents to be submitted
7.	<p>Registrations:</p> <p>(c) The Bidder must be an Individual, Proprietorship firm, Partnership Firm, Limited Liability Partnership Firm or a Company registered in India</p> <p>(d) The Bidder must have a valid GST Registration Certificate.</p>		Registration Certificate with charter documents and copy of GST registration
8.	<p>Fit and Proper Person:</p> <p>(d) Each Bidder (including its proprietor, Partner, 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:</p> <p>(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 willful defaulter by the Reserve Bank of India; and/or (iv) a Person having integrity and</p>		Self-declaration by the Bidder

	<p>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>(e) Bidders (including its proprietor, Partner, 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>9.</p>	<p>Relevant Experience:</p> <p>(i) The Bidder or its Promoters have necessary experience in the field of providing the Automation Services, software development & data management.</p> <p>(j) How the experience and expertise of the Bidder in providing software development services of a similar nature to the Services in relation to previous experiences enable the Bidder to deliver the scope of the Services required.</p> <p>(k) What innovations, concepts, products or processes has the bidder previously introduced in the delivery of Automation Services, software development & data management.</p> <p>(l) Preference would be given to a Person who has extensively worked in/for sports associations and league/events on a State/National/ International platform.</p> <p>(m)The Bidder must be able to demonstrate the capability and experience in Automation.</p>		<p>Self-declaration/Explanation by the Bidder along with supporting documents to evidence the experience.</p>

	<p>Any specific experience in automation of the functions of a Sports Association will be given preference.</p> <p>(n) The Bidder must be able to demonstrate strong innovative capabilities and the willingness to design and implement robust solutions for automation of all functions of UPCA through optimal usage of technology.</p> <p>(o) What are the current and upcoming projects for which the Bidder will be responsible while executing this Assignment.</p> <p>(p) Any other relevant details that the Bidder may want to share.</p>		
<p>10.</p>	<p>Organisational Capability:</p> <p>e) Please include a detailed staffing plan of how the Bidder intends to deliver of the Services in line with the required timescales (including an organisation chart, the size and composition of the proposed team, respective responsibilities and escalation paths) and how the bidder believes each team member’s experience makes them suitable for these roles.</p> <p>f) Within the staffing plan indicate whom the Bidder proposes to act as its Account Director/Manager for the Services and how the Bidder believes their experience makes them suitable for this or these role(s).</p> <p>g) How will the structure, composition and experience of the Bidder’s project team ensure delivery of the Services in line with the required timescales?</p> <p>h) Will the Bidder have the capability to change staffing rapidly as required? Does the Bidder</p>		<p>Self-declaration/Explanation by the Bidder along with supporting documents.</p>

	<p>propose to sub-contract any aspect of the Services? If so, please provide full details about proposed sub-contractors and any other material information.</p>		
<p>11.</p>	<p>Operational Capability:</p> <p>e) Please provide an in depth “reverse brief” in which the Applicant details its understanding of the Services delivery requirements and strategies, highlighting cost effective solutions.</p> <p>f) In addition to the staffing plan, please provide an overall project summary which sets out a proposed detailed project timeline, highlighting the key dates and milestones in the planning and implementation process.</p> <p>g) Please provide a full list of all exclusions or dependencies expected to be provided by or on behalf of UPCA for the delivery of the Services.</p> <p>h) Please provide the following information:</p> <p>(iv) A full overview of the solution proposed.</p> <p>(v) An overview of how the applicant manages the system development lifecycle, including both the development, testing and change management process for accommodating UPCA’s requirements;</p> <p>(vi) An overview of security features of the proposed solution</p>		<p>Self-declaration/Explanation by the Bidder along with supporting documents.</p>

12.	Infrastructure: The Bidder must have the necessary and adequate infrastructure, knowledge, and resources (both financial and human) for the purposes of delivery of desired services in a time bound manner and maintain the same.		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 the desired services in a time bound manner and maintain the same.
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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 IV: FINANCIAL BID FORM**(RFP/UPCA/AUTOMATION/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 plan highlighting the full details of its proposals for automation of various functions of UPCA through optimal usage of technology along with a proposed plan for deployment of manpower, timeframe & cost breakup. (a separate file may be attached)	

Sr. No.	Particulars	Amount	
		In figure	In Words
1	Total Consideration payable against the Services defined in Schedule II , including maintenance for one year. (Please also provide a detailed breakup of the cost as a separate attachment)	Rs. _____ – + GST as applicable	Rs. _____ _____ _____ + GST as applicable
2	Annual maintenance charges for subsequent years	Rs. _____ – + GST as applicable	Rs. _____ _____ _____ + GST as applicable

SIGNATURE OF THE BIDDER

SEAL OF THE ENTITY

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