

**NOTICE INVITING TENDER**

**(NIT/UPCA/IPL/2024)**



**FOR CERTAIN SERVICES / REQUIREMENTS DURING UPCOMING TATA INDIAN  
PREMIER LEAGUE SEASON 2024 (IPL) MATCHES SCHEDULED TO BE PLAYED  
AT BHARAT RATNA SHRI ATAL BIHARI VAJPAYEE EKANA CRICKET STADIUM,  
LUCKNOW**

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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 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”).
2. BCCI is organizing the 17<sup>th</sup> season of IPL, TATA Indian Premier League 2024 (“IPL Season 2024”) and has announced the schedule for the first two weeks of commencing from March 22, 2024, to April 7, 2024. During the two-week period, 21 matches will be played across 10 cities, with each team playing a minimum of three matches and a maximum of five. Presently, UPCA has been given the responsibility for 2 (two) matches out of these 21 matches announced so far, which may be revised by BCCI to meet the protocols and advisories related to the upcoming 18<sup>th</sup> Lok Sabha Elections in India by the government and security agencies. The schedule for the remainder of the season is expected to be announced later by BCCI after a discussion with the local authorities, taking into account the polling dates. The details of the matches assigned to UPCA are placed in **Schedule II**.
3. This Notice Inviting Tender (“NIT”) constitutes an invitation to the Bidders on the terms and conditions set out in this NIT for providing the Services as per **Schedule III**. The Bidders may download this NIT from the website of UPCA at [www.upca.tv](http://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. The term of the successful bidder shall be for all matches scheduled or to be scheduled by BCCI for the IPL Season 2024 at Bharat Ratna Shri Atal Bihari Vajpayee Ekana Cricket Stadium, Lucknow (“**Ekana Stadium**”). 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 details and deadlines/ timelines in relation to this NIT are as follows:

<b>Tender No.</b>	NIT/UPCA/IPL/2024
<b>Name of the Work</b>	Services/Requirements as per <b>Schedule III</b>
<b>Last date for seeking clarifications</b>	<b>Saturday, March 16, 2024</b>
<b>Last date for submission of Bid Documents</b>	<b>Monday, March 18, 2024</b>
<b>Bid Opening and Evaluation</b>	<b>Tuesday, March 19, 2024</b>
<b>Declaration of successful Bidder</b>	<b>Wednesday, March 20, 2024</b>

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. 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 **Schedule 1**.

## **II. NOTICE INVITING TENDER (NIT)**

1. The UPCA hereby invites Bids/tenders from reputed Persons for providing the Services/Requirements as per **Schedule III**.
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 an amended version thereof also on its website.

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 Scope of work as per **Schedule III**.

### **IV. ELIGIBILITY CRITERIA**

1. For the purposes of this NIT, any Person who satisfies the requirements set out in Section IV (3) (the “**Eligibility Requirements**”) as on the date of this NIT (or such other specific date as is specified in this NIT in relation to any individual criteria) is eligible to participate in this tender process and to submit a Bid.
2. The Eligibility Requirements in relation to any Bidder must be satisfied by the Bidder itself. A Bidder can submit only one (1) Bid. The consortium Bidding is not allowed.

#### **3. Eligibility Requirements**

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

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Documents to be submitted</b>
3.1	<b>Registrations:</b> (a) The Bidder must have a valid GST Registration Certificate.	Certificate of Incorporation & Memorandum & Articles of Association Registration Certificate with charter documents and copy of GST registration

3.2	<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 categorisation as a willful defaulter by the Reserve Bank of India; and/or (iv) a Person having integrity and reputation, and the UPCA hereby reserves the right to reject any Bid from any Bidder which in the UPCA's opinion and at its sole discretion does not satisfy this criteria.</p> <p>(b) Bidders (including its directors and Promoters) should not be blacklisted by the Central Government or any State Government or any Public Sector Undertaking or other Government Authorities etc.</p> <p>(c) Bidders (including its directors and Promoters) (i) should not be engaged in illegal betting or gambling services or products in India; (ii) should not provide any unlicensed betting or gambling</p>	Self-declaration by the Bidder
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	<p>services or products; and (iii) should not have any investment or ownership interest in any Person engaged in any of the above activities.</p>	
3.3	<p><b>Relevant Experience:</b></p> <p>(a) The Bidder must have necessary experience in the field of the respective Services/Requirements as per specification provided in <b>Schedule III</b>, for which Bid is submitted.</p> <p>(b) Preference would be given to a Person who has extensively worked in providing the Services/Requirements as per specification provided in <b>Schedule III</b>.</p> <p>(c) The Bidder must be able to demonstrate the capability and experience in Services/Requirements as per specification provided in <b>Schedule III</b>.</p>	<p>Self-declaration by the Bidder along with supporting documents to evidence the experience</p>
3.4	<p><b>Infrastructure:</b></p> <p>The Bidder must have the necessary and adequate infrastructure, knowledge, and resources (both financial and human) for the purposes of providing the Services/Requirements as per specification provided in <b>Schedule III</b>.</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 providing the Services/Requirements as per specification provided in <b>Schedule III</b>.</p>

#### 4. Compliance with Eligibility Requirements

- 4.1. Compliance with the Eligibility Requirements shall be determined by the UPCA in its sole and absolute discretion. The decision of the UPCA as to whether or not a Bidder satisfies any of the Eligibility Requirements shall be final and binding on the Bidders.
- 4.2. Any Bid submitted by an entity which fails to satisfy the Eligibility Requirements set out in this NIT may be accepted or rejected by the UPCA in its absolute discretion.
- 4.3. The UPCA shall not pre-judge or advise a Bidder whether it is eligible or not. The Bidder must submit its Bid in accordance with the process specified in this NIT and thereby enable the UPCA to 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 business plan and financial proposal. Shortlisted Bidders may be invited for a presentation or discussion to further evaluate their proposals.
- 4.6. The final selection of the successful Bidder shall be made based on the evaluation results and the proposal that the UPCA deems most suitable.

## **V. RIGHTS/OBLIGATIONS OF THE SUCCESSFUL BIDDER**

1. The successful Bidder shall be responsible for providing the Services/Requirements as per the Scope of Work specified in **Schedule III** 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 NIT must be addressed to the UPCA and marked for the attention of the Honorary Secretary and received on or before the last date specified in Para I(5) above by way of an e-mail sent to upcaknp@gmail.com. Any clarification issued by the UPCA shall automatically become part of this NIT. No queries/clarifications received beyond the aforementioned date will be answered by the UPCA. The UPCA may, at its sole discretion, respond to the clarifications and nothing contained herein shall impose any obligations on the UPCA to respond to any clarifications. The decision of the UPCA in this regard shall be final.
- 1.3. Save as specified herein, Bids and other supporting documents furnished by Bidders pursuant to this NIT shall become the property of the UPCA upon their delivery and the UPCA will not be obliged to return the same.
- 1.4. The UPCA shall not be responsible for any failure or delay in responding to any requests for clarification or other information from any Bidder.

## **2. Bid Costs**

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

## **3. Bid Documents**

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

### **3.1. Technical Bid Documents:**

- 3.1.1. One (1) duly completed and initialed Technical Bid Form (in the proforma provided in **Schedule IV**), 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 initialled (as specified) by the same person(s) (authorised representative of the Bidder). The Eligibility Documents are required to be submitted on the date specified in Section I(6) of this NIT.
- 3.1.3. The Financial Bid Documents should not be submitted along with the Eligibility Documents. Any indication of the Financial Bid must not appear anywhere or in any way (whether stated in any document or otherwise) in the Eligibility Documents or loose within the outer envelope, and any failure to comply with this requirement shall result in the relevant Bid being liable to be rejected, at the UPCA's absolute discretion.

**3.2. Financial Bid Documents:**

- 3.2.1. One (1) duly completed and initialled Financial Bid Form (in the proforma provided at **Schedule V**), 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 providing the Services as per the specifications provided in **Schedule III**.
  - c. The amount quoted by the Bidder for the Services as per the specifications provided in **Schedule III**, shall be inclusive of all charges including material, labour, all applicable taxes, Cess, levies, duties on materials or services and on complete works (except GST). UPCA will not entertain any claim whatsoever in this respect. This should be included in the rates quoted by the Bidder. Taxes, if any shall be mentioned separately.
- 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:

*“EOI - IPL Season 2024”*

*Attn of: The Hony. Secretary of Uttar Pradesh Cricket Association (UPCA),*

*C/o Bharat Ratna Shri Atal Bihari Vajpayee Ekana Cricket Stadium*

*Sector - 7, Gomti Nagar Extn. Shaheed Path Road,*

*Lucknow – 226 010, Uttar Pradesh*

## **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 at its absolute discretion.

1.2. The Eligibility Documents and Financial Bid Document(s) in sealed covers and otherwise, complying with the requirements set out in Section IV(3), shall be delivered by hand in person by an authorised representative of the Bidder on or before the respective dates for submission specified in Section I(6) of this NIT.

1.3. Any Bids including Eligibility Documents delivered other than by hand in accordance with Section 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 NIT (“**Bid Document Evaluation**”).

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

## **VIII. 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 Services, all of which may be subject to change and amended by the UPCA at 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 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 NIT**

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 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 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 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 Services specification in **Schedule II**, 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**

**The Uttar Pradesh Cricket Association**

**Sd/-**

**Arvind Kumar Srivastava**

**Hony. Secretary**

**Date: March 14, 2024**

**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 NIT/UPCA/IPL/2024 dated [■], 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 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 NIT.

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

“**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 NIT.

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

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

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

“**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.

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

“**Successful Bidder**” or “**Contractor**” means the Bidder who has been awarded the contract pursuant to the Bid Documents.

“**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 II: IPL SEASON 2024 MATCHES SCHEDULED AT  
EKANA STADIUM, LUCKNOW**

<b>Match No.</b>	<b>Match Date</b>	<b>Kick Off</b>	<b>Home</b>	<b>Away</b>
<b>11</b>	<b>Saturday, March 30, 2024</b>	<b>7.30 PM</b>	<b>Lucknow Super Giants</b>	<b>Punjab Kings</b>
<b>21</b>	<b>Sunday, April 07, 2024</b>	<b>7.30 PM</b>	<b>Lucknow Super Giants</b>	<b>Gujarat Titans</b>

**Note:** BCCI so far has announced the schedule for 21 matches to be played across 10 cities for the first two weeks, commencing from March 22, 2024, to April 7, 2024. Presently, UPCA has been given the responsibility for 2 (two) matches out of these 21 matches announced so far, which may be revised by BCCI to meet the protocols and advisories related to the upcoming 18<sup>th</sup> Lok Sabha Elections in India by the government and security agencies. The schedule for the remainder of the season is expected to be announced later by BCCI after a discussion with the local authorities, taking into account the polling dates.

**SCHEDULE III: SERVICES/REQUIREMENTS FOR IPL SEASON 2024 MATCHES  
SCHEDULED AT EKANA STADIUM, LUCKNOW**

Sr. No .	Details	Indicative Scope	Indicative Terms
A.	Outdoor Catering	<input type="checkbox"/> Lunch/ Dinner Packets for Police and other support Staff  <input type="checkbox"/> All day Catering for Media  Minimum Guarantee shall be provided one day prior to respective match.	1. The Vendor shall be responsible for the provision of hygienic, good quality meals/food as per laid down guidelines and policy directives issued by BCCI/UPCA.  2. The Vendor shall be responsible for availability/ provision of adequate number of garbage bins with bio-degradable bags at appropriate places for easy disposal and proper handling.  3. The Vendor shall be responsible to make adequate arrangements in terms of all equipment, utensils and manpower, at its own cost. The Vendor shall ensure that the staff deputed should maintain good conduct, etiquette, personal hygiene, politeness and courtesy.  4. The Vendor is expected to adopt, inter-alia, the food safety and hygiene practices.  5. The Vendor shall obtain necessary certificates/ permissions required by law such as FSSAI Certificate, test reports for various food items, etc. or as required as per the local regulations from the competent

			<p>authorities. In case of any offense or failure to obtain the necessary certificates/permissions, the Vendor will be solely responsible for its penalty and consequences.</p> <p>6. The Vendor shall be responsible for compliance with applicable laws such as Food Safety &amp; Standard Act, 2006 or any other amendments thereto. There shall be compulsory and prominent display arrangements of FSSAI certification in the unit.</p> <p>7. The Vendor shall be responsible for Compliance with applicable laws such as GST, provident fund, labour laws or any other applicable laws for the time being in force.</p> <p>8. The employee of the Vendor should have a valid Medical Certificate of fitness and Police clearance certificate at all times.</p> <p>9. UPCA shall not be responsible for compliance of any laws applicable with respect to carrying out the catering activity by the Vendor, its employees or any other related matter. The Vendor shall be solely responsible for following all the laws applicable in this regard. In case of any harm to UPCA or stadium or any of its affiliate, it shall be indemnified by the Vendor.</p> <p>10. The Vendor shall not use plastics or other prohibited material for</p>
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			<p>serving the food/beverages items or otherwise for catering services.</p> <ol style="list-style-type: none"><li>11. Except as otherwise specifically permitted by UPCA, the Vendor shall not cook anything in the Stadium or set up a base kitchen at the Stadium. However, the Kitchen area allocated by the Stadium may be used for maintaining the temperature, serving the food and other related purposes.</li><li>12. The Vendor shall ensure availability of handheld fire extinguishers with the staff having knowledge of operation of the equipment.</li><li>13. The vendor shall ensure that the catering staff should be well groomed, wear proper uniforms, badges displaying their names, carry identity cards and display at all times.</li><li>14. The Vendor shall be responsible for any damage caused to the Stadium property due to the acts of omission or commission of the staff of the Vendor.</li><li>15. The UPCA reserve the right to get the food samples/raw materials collected and tested at approved laboratories at the cost of the Vendor. The UPCA shall have the right to inspect/check the services provided by the Vendor for reviewing its</li></ol>
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			<p>standards, quality and variety of food items, disposal systems, etc.</p> <p>16. UPCA reserves the rights to change catering menu at any time after the award of the Contract.</p> <p>17. The Vendor shall adhere to the Scope of Work and General Conditions at all time during the contract period. For purposes of monitoring &amp; auditing the ‘Performance Levels’, UPCA shall have the sole &amp; exclusive right to audit, re-evaluate, independently monitor and assess the performance of the Vendor.</p> <p>18. UPCA being the service beneficiary under the Contract shall have audit and inspection rights upon the Vendor during the entire Term of the Contract. In the event that any audit by UPCA reveals any discrepancy as determined by UPCA, the same would then be communicated by UPCA in writing to the Vendor; who shall be under obligations to comply with the audit results/directions of UPCA on immediate basis.</p> <p>19. The Vendor shall share final detailed Menu along with acceptance of this LOA.</p>
B.	House Keeping	House Keeping Services (including but not limited to Male Cleaning Staff, Female Cleaning Staff, Supervisor & Consumables) for IPL Season 2024 matches for entire Stadium (except for Lounges)	<p>1. The Vendor shall be responsible for arranging all material required for the House Keeping Services.</p>

			<ol style="list-style-type: none"> <li>2. The Vendor shall be responsible for sharing a deployment plan to UPCA in advance. The Vendor shall ensure one weekly off and other Holidays as per the applicable provisions of law.</li> <li>3. The agency is required to deploy its supervisory / field officer for a daily check.</li> <li>4. Daily operations as directed by UPCA shall inter-alia include :-</li> <li>5. Sweeping, dusting, cleaning and washing of corridors, staircases and washrooms.</li> <li>6. Spraying of Room freshener/Deodorant in all cabins of officers and bathrooms.</li> <li>7. Dusting and cleaning of office furniture, office and equipments including tables, chairs, side tables, racks and doors, paper trays and other installations.</li> <li>8. Sweeping of floors, mopping of floors-twice a day of all open area and removal of scrap as per instructions of respective sections to the designated scrap area.</li> <li>9. Sweeping of open space and removal of garbage there from.</li> <li>10. Emptying of dustbins of all rooms/sections.</li> <li>11. Replenishment of soap, naphthalene balls/air purifiers as and when required.</li> </ol>
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			<p>12. Dumping of garbage by suitable means at designated dumping area</p> <p>13. Dusting of doors, windows, dusting of room coolers, air conditioners.</p> <p>14. Polishing of staircase railings, cleaning of Venetian blinds and cobwebs on walls.</p> <p>15. Dusting of files and file racks and cleaning of walls &amp; windows panes.</p> <p>16. Dusting of room coolers, ceiling fans, tube lights, fixtures and furniture's and steel almirahs.</p> <p>17. Thorough cleaning of window panes, Venetian blinds and wall scrubbing and washing of rooms, floors, cleaning of duct ways outside the toilets, wiping/mopping of furniture.</p> <p>18. Checking and cleaning of sewer and drainage system as and when they occur, other misc. cleaning work etc.</p> <p>19. Any other work of similar nature as required by UPCA.</p>																					
C.	Event Production & Sound	<p>Production Services for IPL Season 2024 matches, including:</p> <table border="1" data-bbox="481 1742 981 2096"> <thead> <tr> <th data-bbox="481 1742 561 1803">Sr. No.</th> <th data-bbox="561 1742 785 1803">Particulars</th> <th data-bbox="785 1742 981 1803">Size</th> </tr> </thead> <tbody> <tr> <td data-bbox="481 1803 561 1848">1</td> <td data-bbox="561 1803 785 1848">Tin barricading</td> <td data-bbox="785 1803 981 1848"></td> </tr> <tr> <td data-bbox="481 1848 561 1892">2</td> <td data-bbox="561 1848 785 1892">Mojo</td> <td data-bbox="785 1848 981 1892"></td> </tr> <tr> <td data-bbox="481 1892 561 1937">3</td> <td data-bbox="561 1892 785 1937">Que Manager</td> <td data-bbox="785 1892 981 1937"></td> </tr> <tr> <td data-bbox="481 1937 561 1982">4</td> <td data-bbox="561 1937 785 1982">Frisking booth</td> <td data-bbox="785 1937 981 1982">6ft x 6ft x 8ft</td> </tr> <tr> <td data-bbox="481 1982 561 2027">5</td> <td data-bbox="561 1982 785 2027">Pagoda</td> <td data-bbox="785 1982 981 2027">5m x 5m</td> </tr> <tr> <td data-bbox="481 2027 561 2096">6</td> <td data-bbox="561 2027 785 2096">Black Masking (Wooden Frame)</td> <td data-bbox="785 2027 981 2096">10ft x 10ft</td> </tr> </tbody> </table>	Sr. No.	Particulars	Size	1	Tin barricading		2	Mojo		3	Que Manager		4	Frisking booth	6ft x 6ft x 8ft	5	Pagoda	5m x 5m	6	Black Masking (Wooden Frame)	10ft x 10ft	<p>The quantities are required to be estimated and provided by the Vendor and Invoice shall be as per actual supplies/ usage. The specification &amp; quality of all supplies/ services/installations shall be as per BCCI/UPCA standards.</p>
Sr. No.	Particulars	Size																						
1	Tin barricading																							
2	Mojo																							
3	Que Manager																							
4	Frisking booth	6ft x 6ft x 8ft																						
5	Pagoda	5m x 5m																						
6	Black Masking (Wooden Frame)	10ft x 10ft																						

7	Table with Cover	5 x 2 x3
8	Camera Platform (Slips)	6' x 8' x 4" (H)
9	Camera Platform (Ultra 1)	6' x 8' x 2.5' (H)
10	Camera Platform (Ultra 2)	6' x 8' x 2.5' (H)
11	Camera Platform (reverse mid wicket)	6' x 8' x 2" (H)
12	Camera Platform (Reverse Slip)	60' x 8' x 2" (H)
13	fan (Silent)	
14	power points	
15	Tower AC (5 Ton)	150
16	Ductable AC (5.5 Ton)	
17	PAR Light	
18	Plastic Chair	
19	Banquet Chairs with cover	
20	round tables	
21	cocktail tables	
22	Coffee table	
23	Carpet	
24	VVIP Sofa (2 Seater)	
25	Sofa (3 Seater)	
26	sound stack risers	6ft x 4ft x 3ft
27	Volunteers	
28	Sound Proof Room	
29	<b>Genset (Specify costing as per different KVA's)</b>	62 kva
		125
33	<b>Fuel for Genset</b>	
		62kva
		125kva
<b>B</b>	<b>Audio Visuals</b>	
	Dolby Room	
	TV with Stand 55"	
	Press Conference Audio Setup	
<p>Other items as may be required by UPCA for smooth conduct of Matches.</p>		

**Note:** The above-mentioned scope for respective Service/Requirement is only indicative for reference of the Bidders and in no manner can be considered as exhaustive. The Bidder is required to make a complete assessment of items as well as their respective quantities/scope and provide the same along with unit cost and total cost along with the Financial Bid as Annexure.

**SCHEDULE IV: TECHNICAL BID FORM****(NIT/UPCA/IPL/2024)****(To be submitted in separate envelope – A marked as Technical Bid)**

[In reference to the Expression of Interest invited vide NIT/UPCA/IPL/2024 by Uttar Pradesh Cricket Association, a company registered under the provisions of section 25/8 the Companies Act 1956/2013, having its Admin office at 19, Kamla Club, 84/31, Kalpi Road, Kanpur – Uttar Pradesh – 208012, India (hereinafter referred to as the “UPCA”), a member of Board of Control for Cricket in India (hereinafter referred to as the “BCCI”), the national governing body for cricket in India and also affiliated to BCCI, in relation to the matches of “IPL Season 2024” scheduled to be held at Bharat Ratna Shri Atal Bihari Vajpayee Ekana Cricket Stadium Lucknow (“Ekana Stadium”)]

**Part - A – General**

<b>Sr. No.</b>	<b>Details</b>	<b>Remarks</b>
1.	<b>Name of the Bidder</b>	
2.	<b>Corporate Identity Number/Registration 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>Place of Business</b>	
7.	<b>Name of the Directors, Key Managerial Personnel</b>	
8.	<b>Name of Authorised Representative for submission of this Bid and execution of Contract/Agreement</b>	
9.	<b>Name of the Shareholders</b>	

10.	<b>Net worth as per latest audited financial statement</b>				
11.	<b>Key financial parameters for the previous three years (Attach audited annual financial statements for the last financial years)</b>	<b>Details</b>	<b>1</b>	<b>2</b>	<b>3</b>
		<b>Turnover</b>			
		<b>PAT</b>			

**Part – B – Confirmation regarding the Relevant Experience**

<b>Sr. No.</b>	<b>Details</b>	<b>Relevant supporting Documents to be attached</b>		
1.	<b>Please tick relevant service for which Bid is submitted.</b> (If any Bidder wants to submit Bids in respect of more than one Service, separate Bids must be submitted for the respective Service/Requirement)	<b>Sr. No</b>	<b>Details</b>	<b>Please Tick</b>
		1.	Outdoor Catering	
		2.	House Keeping	
		3.	Event Production & Sound	
2.	<b>Fit and Proper Person:</b> (a) The 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	<input type="checkbox"/> Self-declaration by the Bidder regarding eligibility criteria of Fit & Proper Person for the Bidder		

	<p>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 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</p>	
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	engaged in any of the above activities.	
3.	<p><b>Technical Qualifications/Relevant Experience</b> (Bidder must mention necessary technical qualification/relevant experience along with support documents here)</p>	<p>Self-declaration by the Bidder to the effect that Bidder has:</p> <p>(i) requisite experience and capability for the performance of its obligations under this Bid and the Services shall be performed in a professional and competent manner;</p> <p>(ii) it possesses the necessary skills, personnel, resources, expertise, ability and financial capability to undertake and fulfil its obligations under the Bid; and</p> <p>(iii) it holds valid and subsisting licenses, registrations, approvals and consents as may be required for conducting its business and performing its obligations under the Bid.</p>

**Part C – General Terms & Conditions**

1. The person representing the Bidder (hereinafter referred to as the “**Bidder**” or “**Vendor**”) and submitting a bid in response to the Expression of interest invited by UPCA in relation to IPL Season 2024 matches scheduled to be held at Bharat Ratna Shri Atal Bihari Vajpayee Ekana Cricket Stadium Lucknow (“**Ekana Stadium**”), affirms that he has full power, capacity and authority to execute, deliver and perform the said action and he has taken all necessary actions (corporate, statutory or otherwise), to execute, deliver, perform and authorize the execution, delivery and performance of this bid document and that it is fully empowered to enter into and execute the Contract, as well as perform all its obligations hereunder.
2. The Vendor further represents and warrants that: (i) it has the requisite experience and capability for the performance of its obligations under the Contract and the Services shall be performed in a

professional and competent manner; (ii) it possesses the necessary skills, personnel, resources, expertise, ability and financial capability to undertake and fulfil its obligations under the Contract; and (iii) it holds valid and subsisting licenses, registrations, approvals and consents as may be required for conducting its business and performing its obligations under the Contract.

3. The Vendor affirm that it has the necessary registrations, licenses, resources, capabilities, expertise, and resources to deliver the said Services as per the time schedule provided by the UPCA to ensure the smooth conduct of IPL Season 2024 Matches;
4. The Vendor hereby confirm that there is no direct/indirect conflict of interest of any nature whatsoever;
5. The Vendor has clearly understood that time is essence and the value of the Services provided in deviation to the agreed time schedule shall be nil;
6. The Vendor affirms to render the Services in a competent, professional and timely manner.
7. The Vendor understand that these matches are being organised by BCCI and owing to various reasons, the location of all or any of these matches may be shifted to other places. The Vendor hereby agrees to provide the services at the changed location.
8. The Vendor undertakes to make all due compliances of applicable laws, rules, regulations, guidelines etc. in relation to performance of the captioned services.
9. The Vendor undertakes to not assign, sub-contract or transfer the rights or obligations on award of the contract, except with the prior written permission of UPCA. The Vendor shall indemnify and hold harmless UPCA and their respective affiliates, directors, employees, officers, agents against all liability, costs, and expenses, including but not limited to a reasonable attorneys' fee, arising out of or in connection with claims relating to an attempted assignment, sub-contracting or transfer of any rights or obligations under the said contract.
10. The Vendor acknowledges and agrees that the rights proposed to be granted to them and/or obtained by them as a result of or in connection with the proposed contract are limited to the said Services only, and nothing contained in the said contract constitutes or shall be construed to be an assignment of any or all of rights of UPCA including but not limited to the tournament, league and intellectual properties.
11. The Vendor undertake to ensure that all persons representing, associated with or otherwise performing Services for or on behalf of the Vendor shall strictly comply with applicable anti-bribery and anti-corruption legislation and policies. UPCA shall be entitled, without any liability to terminate the contract with immediate effect, in the event it is concluded, in its absolute discretion, that the Vendor or any of its representatives has committed a breach of the aforementioned.

12. The Vendor shall not use, in addition to the Trademark/logo of UPCA, its trade name/logo on the advertising and promotional materials for the IPL Season 2024, except with the prior permission of UPCA.
13. The Vendor shall not at any time, whether during or after the term of the contract, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of UPCA's rights in the IPL Season 2024, Trademark, intellectual property or any registrations derived from such rights.
14. The Vendor acknowledges and agrees that UPCA has, shall retain, and may exercise, both during the term of the Contract and thereafter, all rights and remedies available to UPCA, whether derived from the contract, from statute, or otherwise, as a result of or in connection with Vendor's breach of the contract, misuse of any rights, Trademark, or any other use of the Trademark by Vendor which is not expressly permitted by the Contract.
15. The Vendor acknowledges and agrees that all intellectual property rights of Third Party, shall remain the sole and exclusive property of Third Party, and shall not be used by Vendor for any purpose other than for rendering the Services as permitted under the contract. The Vendor shall not transfer or sublicense intellectual property rights of Third Party without the advance written approval of Third Party.
16. The Vendor shall be responsible for the applicable compliance of all applicable laws and regulations of governmental or other competent authorities in the Territory from time to time.
17. The Vendor undertakes to indemnify, defend and holds harmless, UPCA and their respective affiliates, personnel, officers, directors, employees, representatives, agents (hereinafter collectively referred to as "Indemnified Party"), promptly upon demand by the Indemnified Party, at any time, to the fullest extent, from and against any and all claims, losses, damages, liabilities, fines, proceedings, penalties, interests, judgments and all out-of-pocket expenses, costs and attorneys' fees, incurred or suffered by the Indemnified Party which arise out of or are connected with any of the following: (i) breach of any of the terms, covenants or undertakings of the contract or misrepresentation/breach of any representation or warranty under the contract by Vendor; or (ii) an act or omission of Vendor, its employees or personnel in the performance of the obligations under the contract, or (iii) negligence, misconduct or recklessness of Vendor and/or its employees in rendering the Services; or (iv) personal injury, or from any infringement of any rights of UPCA or of any third party by virtue of any arrangement/contract by the Vendor, or (v) from its failure to comply with all applicable laws and regulations. In addition to the foregoing, the Vendor hereby indemnifies and agrees to keep indemnified the Indemnified Parties against any damage caused to their properties while rendering the Services.

18. The Vendor understands the Contract may be terminated by giving notice to them:
  - a) by UPCA, if any declaration, undertaking, documents, statement, affirmation, etc. made by the Vendor UPCA, is found untrue, false, incorrect or any material/relevant information at any time after execution of the Contract; or
  - b) if there is a material breach of any of the terms hereof by the Vendor and Vendor fails to rectify such breach within thirty (30) days of written notice in this behalf have been served upon them; or
  - c) if the Vendor compulsorily or voluntarily enters into liquidation, insolvency or winding up; or
  - d) if the Vendor has an administrator, receiver or manager appointed over the whole, or a substantial part, of its undertakings or assets; or
  - e) if the Vendor does not remain a Fit & Proper Person or fails to fulfil the eligibility criteria as prescribed by UPCA; or
  - f) if the Vendor fails to render Services in accordance with the terms of the contract.
19. The Vendor has understood that all rights granted by Contract, including, without limitation, vendor's right to use the Trademark, logo, intellectual properties shall expire upon termination of the Contract, and upon termination the Vendor shall immediately cease and desist from exercise of the any rights and UPCA shall have right to withhold the payments. Without prejudice to the rights of UPCA to withhold the payment, the Vendor shall, within 7 (seven) days of termination, pay UPCA, a sum of money estimated as a loss of UPCA along with payment already released by UPCA. Termination of the Contract by UPCA shall be without prejudice to the right to seek compensation for breach of any provisions of the contract.
20. If Vendor or any of its associates, employees, agents or advisers receive confidential, secret or any proprietary information of the other under Contract, the Vendor shall keep the same confidential and not, at any time after such receipt, disclose, divulge or communicate the same to any person, unless necessary for the performance of its obligations under applicable laws and in pursuance of its rights under the Contract.
21. The Vendor acknowledges and agrees that strict compliance with the terms of the Contract is essential to the ability of UPCA to organise the IPL Season 2024 matches. Therefore, Vendor acknowledges and agrees that UPCA may seek injunctive or other equitable relief to require Vendor to perform its obligations under the Contract.
22. The Vendor has understood the schedule of matches as specified in Schedule II.

**Part D – Checklist of Documents attached**

Sr. No.	Details	Whether attached (Yes/No/NA)
1.	Certificate of Incorporation along with Memorandum and Articles of Association	
2.	Copy of PAN Card	
3.	Copy of GST registration	
4.	Copy of all registrations/licenses which are necessary for the performance of Service for which Bid is submitted	
5.	Board Resolution in case Bidder is a Company or Authority Letter in other cases, for the submission of this Bid and authorisation to sign/execute necessary Contract/Agreement	
6.	Self-declaration by the Bidder regarding eligibility criteria of Fit & Proper Person for the Bidder	
7.	Self-declaration by the Bidder regarding Technical Qualifications/Relevant Experience	
8.	Supporting documents to evidence Technical Qualifications/Relevant Experience	
9.	A scanned copy of the Technical Bid Form and all attachments in PDF in a Pen drive	

### **Part E – Declaration**

It is hereby confirmed that all the information, details provided/attached, declaration/conformation including general terms and conditions in Part D above, made in this bid document are true and correct and no material information has been concealed and UPCA shall have the right to disqualify/terminate the Bidder if any details are found untrue.

**SIGNATURE OF THE BIDDER**

**SEAL OF THE ENTITY**

**SCHEDULE V: FINANCIAL BID FORM**  
**(NIT/UPCA/IPL/2024)**

**(To be submitted in a separate envelope – A marked as Financial Bid)**

[In reference to the Expression of Interest invited vide NIT/UPCA/IPL/2024 by Uttar Pradesh Cricket Association, a company registered under the provisions of section 25/8 the Companies Act 1956/2013, having its Admin office at 19, Kamla Club, 84/31, Kalpi Road, Kanpur – Uttar Pradesh – 208012, India (hereinafter referred to as the “UPCA”), a member of Board of Control for Cricket in India (hereinafter referred to as the “BCCI”), the national governing body for cricket in India and also affiliated to BCCI, in relation to the matches of “IPL Season 2024” scheduled to be held at Bharat Ratna Shri Atal Bihari Vajpayee Ekana Cricket Stadium Lucknow (“Ekana Stadium”)]

Sr. No.	Details	Remarks
1.	<b>Name of the Bidder</b>	
2.	<b>Address</b>	
3.	<b>Service for which the Bid is submitted</b>	

Sr. No.	Particulars	Amount	
		In figure	In Words
1	Consolidated charges for the Service mentioned in para 3 above (Detailed breakup is provided in proforma provided at separate Annexure)	_____ <b>+ GST as applicable</b>	_____ <b>+ GST as applicable</b>

**SIGNATURE OF THE BIDDER**

**SEAL OF THE ENTITY**