# **NOTICE INVITING TENDER**

# (NIT/UPCA/UP T20/SEASON 2/2024/01)

# [as amended vide addendum 1 dated July 05, 2024]



# FOR ENGAGEMENT OF VARIOUS SERVICE PROVIDERS

# <u>FOR UP T20</u>

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### **NOTICE INVITING TENDER**

### I. INTRODUCTION

- 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 constituted the State Cricket League in the name of "UP T20", with the belowmentioned key objectives:
  - i. To develop players in the state of Uttar Pradesh to play competitive T20 matches;
  - ii. 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;
  - iii. 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

iv. To make the widest coverage, and viewership and bring widest audiences to the grounds.

- 3. UP T20 has adopted a franchise system for team involvement in league play in order to facilitate consistency in the administration and operation of the league, to promote uniformity in relationships among the teams, divisions, and the league, and to establish a mechanism for the centralized management and control of the league and has given the franchisee rights for the teams. Presently there are 6 (Six) teams for 6 (Six) cities namely Gorakhpur, Gautam Buddha Nagar (Noida), Kanpur, Lucknow, Meerut and Varanasi, who play against each other under a round-robin format during the course of each Season, culminating in Play-off Matches to decide the winner, runner-up and third placed team in the League.
- 4. UP T20 conducts T20 State Cricket Association tournament in accordance with the guidelines issued by BCCI/UPCA from time to time;
- 5. The tentative calendar for Season 2 of UP T20 is placed at Schedule II;
- Accordingly, UPCA intends to engage various Service Providers to provide the Services as per the specifications provided in Schedule III.

- 7. 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. As such, the UPCA reserves a right to choose the Bid/tender that it deems best suitable, and the decision of the UPCA shall be final in that regard. Prospective Bids may be rejected at the sole discretion of the UPCA at any time, without assigning any reason whatsoever.
- 8. UPCA intends to engage the successful bidder for three seasons (ie. season 2 in the year 2024, season 3 in the year 2025 and season 4 in the year 2026) and may be extended for two further seasons (ie. season 5 in the year 2027 and season 6 in the year 2028) at the sole discretion of UPCA. However, UPCA may decide to engage a successful bidder for a lesser period, for assessment of performance or otherwise. Moreover, 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.

Tender No.	NIT/UPCA/UP T20/SEASON
	2/2024/01 dated June 14, 2024
Name of the Work	Service Providers
Earnest Money Deposit	Nil
Pre-Bid discussion Meeting through Video	July 04, 2024
conferencing	
Last date for seeking clarifications	<sup>1</sup> July 08, 2024
Last date for submission of Bid Documents	<sup>2</sup> July 10, 2024
<b>Bid Opening and Evaluation</b>	<sup>3</sup> July 11, 2024

9. Certain important details and deadlines/ timelines in relation to this NIT are as follows:

<sup>&</sup>lt;sup>1</sup> Changed from July 06, 2024, to July 08, 2024, vide addendum dated July 05, 2024

<sup>&</sup>lt;sup>2</sup> Changed from July 08, 2024, to July 10, 2024, vide addendum dated July 05, 2024

<sup>&</sup>lt;sup>3</sup> Changed from July 08, 2024, to July 11, 2024, vide addendum dated July 05, 2024

Declaration of successful Bidder	<sup>4</sup> July 11, 2024

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

- 10. Each Bidder submitting the Bid shall be responsible for satisfying itself as to full observance of the Applicable Laws in connection with such Bid.
- 11. Capitalized words and expressions mentioned in this NIT shall have the meanings as set out under Schedule I 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 I.

# II. NOTICE INVITING TENDER (NIT)

- The UPCA hereby invites Bids/tenders for providing the Services as per Schedule III from the persons meeting the eligibility criteria as per para IV of this document.
- 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 that 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

<sup>&</sup>lt;sup>4</sup> Changed from July 09, 2024, to July 11, 2024, vide addendum dated July 05, 2024

- 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.
- 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 documents is set out herein below:

Sr.	Eligibility Criteria	Documents to be submitted
No.		
3.1	Registrations:	Certified true copy of PAN &
	(a) The Bidder must be an entity registered	Aadhar
	under applicable laws in India.	Certified true copy of GST
	(b) The Bidder must have a valid PAN.	registration or declaration
	(c) The Bidder must have a valid GST	regarding non applicability of GST
	registration certificate.	
3.2	Fit and Proper Person:	Self-declaration by the Bidder
	(a) Each Bidder 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	

	1		
		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.	
	(b)	Bidders should not be blacklisted by the	
		Central Government or any State	
		Government or any Public Sector	
		Undertaking or other Government	
		Authorities etc.	
	(c)	Bidders (i) should not be engaged in illegal	
		betting or gambling services or products in	
		India; (ii) should not provide any	
		unlicensed betting or gambling services or	
		products; and (iii) should not have any	
		investment or ownership interest in any	
		Person engaged in any of the above	
		activities.	
	(d)	Bidders should not had been banned or	
		restricted from providing the relevant	
		services or should not be subjected to any	
		disciplinary proceedings.	
3.3	Rele	evant Experience:	Self-declaration by the Bidder
	(a) 7	The Bidder must have necessary experience	along with supporting documents to
	i	n the field of Services as per specification	evidence the experience
	I	provided in Schedule III.	
	(b) 7	The Bidder must be able to demonstrate the	
		capability and experience in Services as per	
	s	specification provided in Schedule III.	
	I		

3.4	Conflict of Interest:	Self-declaration by the Bidder
	(a) The Bidder must confirm that they had	
	thoroughly verified the provisions regarding	
	conflict of Interest in the Articles of	
	Association of UPCA and declare and affirm	
	that there is no direct/indirect conflict of	
	Interest in the award of the Contract to them	
	by UPCA. The Bidder must further undertake	
	to immediately inform UPCA, if any situation	
	of conflict of interest arises during the term of	
	the Contract, after the issue of Letter of	
	Award.	

### 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 any person who fails to satisfy the Eligibility Requirements set out in this NIT may be accepted or rejected by the UPCA at 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 a 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 that 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 provide a Performance Bank Guarantee Deposit for such an amount as may be prescribed by UPCA within 15 days of issue of a letter of Award. The Performance Bank Guarantee Deposit shall be payable only by way of banker's draft(s) issued by an Indian scheduled bank of good standing and repute, drawn in favour of the Uttar Pradesh Cricket Association and payable at Kanpur, Uttar Pradesh. Performance Bank Guarantee Deposit shall be retained by the UPCA during the period of contract or until all the necessary formalities are duly completed and the UPCA is satisfied with the same, whichever is later.
- 2. No Bidder shall be entitled to withdraw its Bid upon submission of the Bid with the UPCA. Any withdrawal of the Bid shall be considered a breach and entitles the UPCA to claim damages, in addition to such other reliefs as may be available under law, contract or equity.
- The successful Bidder shall be responsible for providing the Services 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 date specified in Para I(9) 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 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 initialed 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 (except GST, if applicable). 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:*"Service Providers UP T20"*

Attn of: The Chairperson, Governing Council 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 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 <sup>5</sup> or through registered post/speed post/reputed courier service 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 <sup>6</sup>or through registered post/speed post/reputed courier service 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

<sup>&</sup>lt;sup>5</sup> Inserted vide addendum 1 dated July 05, 2024

<sup>&</sup>lt;sup>6</sup> Inserted vide addendum 1 dated July 05, 2024

- 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 III, 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 from 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 Uttar Pradesh Cricket Association Sd/-Devendra Singh Chauhan Chairperson Governing Council Date: June 14, 2024

#### **SCHEDULE I: 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/UP T20/SEASON 2/2024/01 dated June 14, 2024, 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 who 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.

"Conflict of Interest" means the Conflict of Interest as per Article 38 of the Articles of Association of UPCA.

"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.

"Governing Council" means the Governing Council of Uttar Pradesh Cricket Association constituted as per Article 28 of the Articles of Association.

"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.

"League" shall mean the state premier league of Uttar Pradesh Cricket Association in the name of "UP T20".

"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.

"**Performance Bank Guarantee Deposit**" shall be the amount required to be deposited pursuant to Section V which can be forfeited by the UPCA in terms of the NIT.

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

"Schedule" shall mean a schedule of this NIT.

"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.

"UPCA" means Uttar Pradesh Cricket Association.

"UP T20" means a state premier league of the Uttar Pradesh Cricket Association.

"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;
- 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 UPCA in this document shall mean the Governing Council of UPCA unless the context otherwise requires;
- viii. 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
  - ix. 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: TENTATIVE CALENDAR – UP T20 SEASON 2

Details	Tentative Dates	Tentative Venue
Inaugural Ceremony	August 23, 2024	Bharat Ratna Shri Atal Bihari
League Matches	August 23, 2024 to	Vajpayee Ekana International
(Total 34, including final)	September 15, 2024	Cricket Stadium, Lucknow
Closing Ceremony	September 15, 2024	

### **SCHEDULE III: SCOPE OF WORK**

### Note:

- 1. Each Bidder must understand the respective Scope of Work for which he intends to submit the Bid. The Bidder may seek clarifications, if any required in this regard.
- 2. The below-mentioned scope of work is indicative only and the successful Bidder may be required to undertake all activities which are related or incidental and ancillary to the respective Service.
- **3.** The Bidder must include all related costs including manpower intended to be deployed, travel, logistics, boarding etc., for the Service for which the Bid is submitted.
- 4. The Bids are invited in respect of the below mentioned services:
- I. League Management Agency
- II. Marketing & PR Agency
- III. Brand Valuation & Strategy Advisor Agency

### I. League Management Agency:

The League Management Agency shall be responsible for the organisation and management of UP T20 including assistance in finalisation of the scope of work and terms and conditions for vendors, sponsors, and other agencies for the conduct of UP T20, in compliance with the guidelines issued by BCCI/UPCA from time to time. Overall organisation and management of UP T20 as per the bid documents submitted by the League Management Agency is the essence of the Scope of Services. An indicative list of responsibilities of the League Management Agency is as under:

Sr. No.	Details			
1.	Overall planning and budgeting of respective Seasons of UP T20			
2.	Finalisation of the Schedule of various activities of UP T20 and Release of Calendar			
	for UP T20 for respective Season			
3.	Finalisation of Scope of Work of Brand Ambadassor for UP T20			
4.	Trophy unveiling, Jersey launch and & press conferences for respective season of UP			
	T20			

-	
5.	Organising a Training session with the Franchisee to guide them regarding applicable rules, regulations, and guidelines regarding UP T20
6.	Player Auction (Mega Auction and Mini Auction) for UP T20
7.	Necessary support for selection of players by respective Franchisees from the respective Catchment Area
8.	Necessary support for selection of support staff to the Teams of respective Franchisee for UP T20
9.	Communication and coordination with the respective players for reporting to the
	Administrative Manager of respective team latest by the scheduled date
10.	Communication and coordination with the respective Support Staff for reporting to
	the Administrative Manager latest by the scheduled date
11.	Coordination and facilitation with respective teams for the Practice Matches
12.	Finalisation of Scope of work and terms and conditions with vendors for supply of
	goods/Services for UP T20
13.	Facilitating the execution of Agreement with respective vendors
14.	Coordination and communication with respective vendors to ensure timely delivery
17.	of the Services/goods
15.	Verification of deployment of team/staff by respective vendors to ensure smooth
	organisation and management of UP T20
16.	Sub-licensing of Rights to various sponsors/vendors/third parties in accordance with
10.	the agreements executed with them and monitoring & supervision and verification of
	delivery of Services/goods to ensure there is no breach of applicable rules,
	regulations, guidelines and agreed terms and making recommendations for release of advance Payment
	1

17.	To take handover of all records, documents, papers, assets, Intellectual properties,
	user ids's, passwords etc., as may had been created, prepared, generated, or otherwise
	used during UP T20 by respective vendors, sponsors and other persons involved in
	UP T20
18.	To identify UP T20 Rights various categories for exploitation (Including but not
10.	limited to Title Sponsor, Official Sponsor, Associate Sponsor, Umpire Sponsor,
	Strategic Time Out Sponsor, Dug Out Sponsor, Partners, Orange & Purple Cap
	Sponsor)
	Sponsor)
19.	Facilitating the execution of Agreement with respective sponsors & Partners
17.	r demaining the excedution of Agreement with respective sponsors & r driners
20.	Coordination and communication with respective sponsors & Partners to ensure the
20.	exploitation of the Rights by the sponsors in smooth and effective manner
21	
21.	Coordination with the sponsors for release of the Rights Fees by Respective sponsors
	& Partners
22.	Monitoring & Supervision on the exploitation of Rights by Respective sponsors &
	Partners to ensure there is no breach of applicable rules, regulations, guidelines and
	agreed terms
23.	To collate and compile all media releases, bytes regarding UP T20
24.	To collect a dump of recordings from the team of Production, Broadcasters or other
	concerned person
25.	Identification, shortlisting, selection and Negotiation for engagement for Production
	& Broadcasting regarding UP T20
26.	Facilitating the execution of Agreement with Production & Broadcasting teams
27.	Monitoring & Supervision regarding the activities of the Production & Broadcasting
	Teams to ensure there is no breach of applicable rules, regulations, guidelines and
	agreed terms

28.	Conceptualising & Planning for the Inaugural and Closing ceremonies including
	engagement of the Performance Artists, Chief Guest, support team, travel, logistics
	and other incidental and allied activities regarding the same
29.	To secure necessary license, permission
30.	Identification, shortlisting, selection and Negotiation for engagement for the
	Commentators regarding UP T20
31.	Facilitating the execution of Agreement with the Commentators
32.	Monitoring & Supervision on the Commentators to ensure there is no breach of
	applicable rules, regulations, guidelines and agreed terms
33.	Compilation and collation of Ball by Ball data of UP T20
34.	Coordination and facilitation for award ceremony for each match, Prize Money &
	Seasons awards etc.
35.	Handover of all records, data collected/collated by the Service Provider, as indicated
	above, to UPCA
36.	To collect and collate feedback from all stakeholders including the vendors, sponsors,
	Partners, Players, Support Staff, franchisee, administration and others involved in the
	process regarding UP T20 and submission of the same to UPCA
37.	To compile and share a detailed Report of respective season of UP T20
38.	To Prepare exhaustive checklist and action points for each activity of UP T20 and
	submit to UPCA

The League Management Agency must prepare and share the overall plan for the League Management along with manpower deployment. Considering our experience, an indicative manpower deployment is as under:

Sr. No	Category	Details	Key Responsibiliti es	Reporting	Numbe r	Minimum Qualification/ experience
1.	League Managemen t	League Manager	Overall League Management including venue and coordination	UPCA	1	7-10 years of relevant experience

[			with each	[		[]
			vertical of the			
		<b>A</b>	League	т	1	2.5
		Assistant	Assistance to	League	1	3-5 years of
		League	League	Manager		relevant
		Manager	Manager in			experience
			overall League			
			Management			
			including			
			venue and			
			coordination			
			with each			
			vertical of the			
			League			
		Intern	Assistance to	League	2	• Undergoing
			League	Manager/		graduation/
			Manager or	Assistant		management
			Assistant	League		from a
			League	Manager		college of
			Manager in	_		repute
			overall League			Sports
			Management			management
			and			enthusiast
			coordination			Good
			with each			communicati
			vertical of the			on skills
			League			on skins
2.	Production	Production	Production	League	1	3-5 years of
	Managemen	Manager	and	Manager/		relevant
	t	-	Broadcasting	Assistant		experience
			management	League		1
			including	Manager		
			coordination	U		
			with relevant			
			vertical of the			
			League			
		Intern	Assistance in	Production	1	• Undergoing
			Production	Manager		graduation/
			and	8		management
			Broadcasting			from a
			management			college of
			including			repute
			coordination			<ul> <li>Sports</li> </ul>
			with relevant			management
			vertical of the			enthusiast
			League			<ul><li>Good</li></ul>
						• Good communicati
2	Soon-it	Sagaritz-	Consta	Laggree	1	on skills
3.	Security	Security	Security	League Managar/	1	3-5 years of relevant
	Managemen	Manager	management	Manager/ Assistant		
	t		including coordination	Assistant		experience
	1	1	L COOLUMATION	1	1	

		Intern	with relevant vertical of the League Assistance in Security management including coordination with relevant vertical of the League	League Manager Security Manager	2	<ul> <li>Undergy graduat: manage from college repute</li> <li>Sports manage enthusia</li> <li>Good commun on skills</li> </ul>	ion/ ment a of ment ast
4.	Ticketing Managemen t	Ticketing Manager	Ticketing management including coordination with relevant vertical of the League	League Manager/ Assistant League Manager	1	• 3-5 yearelevant experien	
		Intern	Assistance in Ticketing management including coordination with relevant vertical of the League	Ticketing Manager	2	<ul> <li>Undergy graduat: manage from college repute</li> <li>Sports manage enthusia</li> <li>Good commun on skills</li> </ul>	ion/ ment a of ment ast nicati
5.	Accreditatio n Managemen t	Accreditatio n Manager	Accreditation management including coordination with relevant vertical of the League	League Manager/ Assistant League Manager	1	• 3-5 yearelevant experien	-
		Intern	Assistance in Accreditation management including coordination with relevant vertical of the League	Accreditatio n Manager	1	<ul> <li>Underge graduat: manage from college repute</li> <li>Sports manage enthusia</li> </ul>	ion/ ment a of ment

6	Second	Concernation		Loogue	1	•	Good communicati on skills
6.	Sponsors Managemen t	Sponsors Manager	Sponsors management including coordination with relevant vertical of the League	League Manager/ Assistant League Manager	1	•	3-5 years of relevant experience
		Intern	Assistance in Sponsors management including coordination with relevant vertical of the League	Sponsors Manager	1	•	Undergoing graduation/ management from a college of repute Sports management enthusiast Good communicati on skills
7.	Housekeepi ng Managemen t	Housekeepi ng Manager	Housekeeping management including coordination with relevant vertical of the League	League Manager/ Assistant League Manager	1	•	3-5 years of relevant experience
		Intern	Assistance in Housekeeping management including coordination with relevant vertical of the League	Housekeepi ng Manager	2	•	Undergoing graduation/ management from a college of repute Sports management enthusiast Good communicati on skills
8.	Hospitality Managemen t	Hospitality Manager	Hospitality management including coordination with relevant vertical of the League	League Manager/ Assistant League Manager	1	•	3-5 years of relevant experience
		Intern	Assistance in Hospitality management including	Hospitality Manager	2	•	Undergoing graduation/ management from a

9.	Cricket Operations Managemen t	Cricket Operations Manager	coordination with relevant vertical of the League Cricket Operations management including coordination with relevant	League Manager/ Assistant League Manager	2	•	college of repute Sports management enthusiast Good communicati on skills 3-5 years of relevant experience
		Intern	vertical of the League Assistance in Cricket	Cricket Operations	2	•	Undergoing graduation/
			Operations management including coordination with relevant	Manager			management from a college of repute
			vertical of the League			•	Sports management enthusiast Good communicati
10.	Vendor Managemen t	Vendor Manager	Vendor management including coordination with relevant vertical of the League	League Manager/ Assistant League Manager	1	•	on skills 3-5 years of relevant experience
		Intern	Assistance in Vendor management including coordination with relevant	Security Manager	1	•	Undergoing graduation/ management from a college of repute
			vertical of the League			•	repute Sports management enthusiast Good
							communicati on skills

# **Overall Indicative Manpower Deployment:**

Sr. No.	Details	Numbers
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1.	Manager with 7 to 10 years of relevant experience	1
2.	Manager/Assistant Manager with 3 to 5 years of relevant experience	11
3.	Interns	16

Note: The League Management Agency shall engage the above team members in consultation with UPCA. The details of a complete team must be shared with UPCA by July 15, 2024, so that the Team is available for the League Management work from August 01, 2024, or such prior date as the League Management Agency may decide.

# II. Marketing & PR Agency

### Marketing Agency:

The Marketing Agency will be responsible for developing and executing comprehensive marketing strategies to enhance the league's brand presence, engage fans, attract sponsors, and increase ticket sales, including but not limited to the following:

### 1. Review and Analysis of Previous Season

**Data Collection and Analysis:** Gather and analyse data from the previous UPT20 season, including social media performance, ticket sales, sponsorship deals, fan engagement metrics, and overall brand reach.

**Report Generation:** Create a detailed report highlighting key insights, strengths, weaknesses, and opportunities based on last season's performance.

### 2. Comprehensive Marketing Strategy

**Pre-Season Strategy:** 

**Timeline and Milestones:** Establish a timeline for pre-season activities, setting key milestones and deliverables.

**Brand Awareness Campaigns:** Develop and execute campaigns to build excitement and awareness about the upcoming season.

**Influencer Partnerships:** Identify and collaborate with cricket influencers and celebrities to create buzz and anticipation.

**Digital Advertising:** Launch targeted digital advertising campaigns across platforms such as Facebook, Instagram, Twitter, and YouTube.

**Fan Engagement:** Initiate fan engagement activities, including contests, quizzes, and interactive content to build a loyal fan base.

**In-Season Promotion Activities:** 

Live Event Coverage: Ensure robust live coverage of matches across social media platforms, including live tweeting, Instagram stories, and Facebook live streams, etc.

**Engaging Content:** Create and share engaging content such as match previews, player interviews, behind-the-scenes footage, and highlight reels.

**Fan Interaction:** Organise fan meet-and-greet events, online Q&A sessions with players, and interactive polls during matches.

**Event Promotions:** Promote in-stadium activities, merchandise, and special events to enhance the matchday experience.

### **Post-Season Activities:**

Season Recap: Develop a comprehensive season recap highlighting key moments, top performances, and fan interactions.

**Continued Engagement:** Keep fans engaged with off-season content, including player updates, upcoming season teasers, and exclusive behind-the-scenes content.

**Brand Partnerships:** Strengthen existing brand collaborations and explore new opportunities for off-season promotions.

**Year-Round Campaigns:** Plan and execute year-round marketing campaigns to maintain brand presence and fan interest.

### 3. Strategic Brand Collaborations

**Brand Identification:** Identify potential brands for strategic collaborations that align with UPT20's values and target audience.

Partnership Proposals: Develop partnership proposals and pitch to identified brands.

**Collaboration Execution:** Manage and execute brand collaborations, ensuring mutually beneficial outcomes and maximising exposure.

### 4. Ticket Sales and Sponsor Boosting Strategies

### **Ticket Sales Plan:**

**Promotional Campaigns:** Create promotional campaigns to drive ticket sales, including earlybird offers, group discounts, and exclusive packages.

**Engagement Incentives:** Offer incentives such as meet-and-greet opportunities, exclusive merchandise, and VIP experiences to boost ticket sales.

### **Sponsor Boosting Plan:**

**Sponsor Engagement:** Develop strategies to enhance engagement with existing sponsors, providing them with greater visibility and activation opportunities.

**Sponsor Integration:** Ensure seamless integration of sponsor branding and messaging across all marketing channels and events.

**New Sponsor Acquisition:** Liaise with the sponsorship agency to plan a strategic approach to attract more sponsors

### 5. KPIs and Reporting

### Key Performance Indicators (KPIs):

Ticket Sales: Track total ticket sales, early-bird sales, group sales, and sales from promotional campaigns.

**Social Media Engagement:** Measure likes, shares, comments, follower growth, and overall engagement across social media platforms.

Website Traffic: Monitor website visits, unique visitors, session duration, and conversion rates.

TV Viewership: Analyse TV viewership ratings and audience demographics.

### **Reporting Requirements:**

**Monthly Reports:** Provide detailed monthly reports on the performance of marketing activities, including insights and recommendations.

**Post-Event Reports:** Deliver comprehensive reports after each major event, summarising outcomes and providing actionable insights.

Seasonal Reviews: Submit end-of-season reviews encapsulating overall performance, key achievements, and areas for improvement.

### **PR Agency:**

The PR Agency will be responsible for developing and executing comprehensive PR strategies to enhance the league's public image, engage media, attract sponsors, and increase fan engagement, including but not limited to the following:

### 1. Review and Analysis of Previous Season

Data Collection and Analysis: Gather and analyse PR-related data from the previous UPT20 season, including media coverage, press releases, public sentiment, and brand perception. Report Generation: Create a detailed report highlighting key insights, strengths, weaknesses, and

opportunities based on last season's PR activities.

### 2. Comprehensive PR Strategy

### **Pre-Season PR Activities:**

**Media Outreach:** Develop and execute a plan for reaching out to key media outlets, journalists, and influencers to build anticipation for the upcoming season.

**Press Releases:** Draft and distribute press releases announcing major events, player signings, sponsorship deals, and other significant updates.

**Media Kit Preparation:** Create a comprehensive media kit that includes information about the league, teams, players, schedules, and key storylines.

**Press Conferences:** Organise pre-season press conferences and media events to generate buzz and provide media with valuable content.

### **In-Season PR Activities:**

Game Coverage: Coordinate with media to ensure extensive coverage of matches, including live updates, match reports, and player interviews.

**Crisis Management:** Develop and implement a crisis management plan to address any potential issues or negative publicity promptly and effectively.

**Feature Stories:** Pitch feature stories to media outlets highlighting interesting aspects of the league, such as player profiles, behind-the-scenes content, and community initiatives.

**Media Accreditation:** Manage the process of accrediting media personnel for access to matches and events.

### **Post-Season PR Activities:**

**Season Recap:** Develop and distribute a comprehensive season recap to media outlets, highlighting key moments, achievements, and milestones.

**Continued Engagement:** Maintain media engagement during the off-season with updates on player activities, upcoming plans, and league developments.

**Post-Season Analysis:** Conduct a thorough analysis of in-season PR activities to identify successes, challenges, and areas for improvement.

### 3. Strategic Communication and Messaging

**Brand Messaging:** Develop a consistent and compelling brand message that resonates with target audiences, including fans, sponsors, and media.

**Storytelling:** Craft engaging narratives that highlight the league's unique aspects, such as its history, community impact, and standout players.

**Internal Communication:** Support internal communication efforts to ensure all stakeholders are aligned with the league's messaging and strategic goals.

### 4. Media Relations and Outreach

Media Relationships: Build and maintain strong relationships with key media personnel, including sports journalists, editors, and broadcasters.

**Press Coverage:** Secure high-quality press coverage across various media platforms, including print, digital, television, and radio.

**Interviews and Appearances:** Arrange and coordinate interviews and appearances for league representatives, players, and sponsors on relevant media platforms.

### 5. Community and Fan Engagement

**Community Initiatives:** Promote the league's community initiatives and CSR activities to highlight its positive impact and engage local communities.

**Fan Interaction:** Develop PR campaigns that encourage fan interaction and engagement, such as fan contests, social media challenges, and community events.

**Influencer Collaboration:** Identify and collaborate with influencers and opinion leaders to amplify the league's reach and visibility.

### 6. Monitoring and Reporting

**Media Monitoring:** Continuously monitor media coverage and public sentiment related to the league, providing real-time insights and feedback.

**Performance Metrics:** Define key performance indicators (KPIs) for PR activities, such as media coverage volume, sentiment analysis, share of voice, and engagement metrics.

**Regular Reporting:** Provide detailed reports on PR activities and outcomes, including monthly updates, post-event summaries, and a comprehensive end-of-season review.

### 7. Crisis Communication Plan

**Risk Assessment:** Identify potential risks and issues that could negatively impact the league's reputation.

**Crisis Protocols:** Develop crisis communication protocols, including predefined responses, spokesperson training, and a chain of command for decision-making.

**Rapid Response:** Ensure the ability to respond quickly and effectively to any PR crises, minimising damage and restoring public confidence.

The PR agency will play a vital role in shaping the public perception of the UPT20 Cricket League, enhancing media relations, and engaging fans. By adhering to this scope of work, the agency will ensure a strategic, proactive, and effective approach to public relations, resulting in increased visibility, positive sentiment, and overall success for the league.

### III. Brand Valuation & Strategy Advisor Agency

The Brand Valuation & Strategy Advisor Agency shall be responsible for estimation of the Brand Value of UP T20 as well as each Franchisees of UP T20. The Scope of work shall include:

- a) Estimation of the Brand Value of UP T20 as well as each Franchisee on the basis of historical data of the previous Season and other relevant parameters.
- b) Identification of rights available for exploitation to optimize the revenues.
- c) Setting the targets (in discussion with UPCA/Franchisee) for the subsequent five years for

optimal development of the league and value enhancement for UPCA as well as each Franchisee.

- d) Strategy to bridge the gap with a concrete action plan.
- e) Handholding in the achievement of targets set for the respective season.
- f) Evaluation of performance in comparison to the targets and recalibration of strategy to bridge the gap in subsequent season.

# SCHEDULE IV: TECHNICAL BID FORM

# (NIT/UPCA/UP T20/SEASON 2/2024/01)

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

Sr. No.	Details	Remarks
1.	Name of the Service for which Bid is submitted	
2.	Name of the Bidder	
3.	Address	
4.	Registration No.	
5.	Permanent Account Number	
6.	GST Registration No. (if any)	
7.	Confirmation regarding the Eligibility criteria	

Sr. No.	Eligibility Criteria	Documents to be submitted	Confirmation regarding meeting of Eligibility Criteria (Yes/No)
3.1	<ul> <li>Registrations:</li> <li>(a) The Bidder must be an entity registered under applicable laws in India.</li> <li>(b) The Bidder must have a valid PAN.</li> <li>(c) The Bidder must have a valid GST registration certificate</li> </ul>	Certified true copy of GST	

3.2	Fit and Proper Person:	Self-declaration by the Bidder	
	(a) Each Bidder must be a Fi	t	
	and Proper Person. In	1	
	order to determine		
	whether a Person is a Fi	t	
	and Proper Person, the		
	UPCA may take into		
	account any factor, as	3	
	may be deemed fit by the		
	UPCA, including withou	t	
	limitation any one of	c l	
	more of the following	5	
	criteria: (i) not having	5	
	been convicted by a cour	t	
	of a criminal offence of	C C C C C C C C C C C C C C C C C C C	
	offences involving mora		
	turpitude, economic		
	offence or fraud; (ii		
	absence of conviction for	ſ	
	any offence punishable		
	with imprisonment for	ſ	
	two (2) years or more in	1	
	any jurisdiction; (iii		
	absence of categorisation	1	
	as a willful defaulter by		
	the Reserve Bank of	f	
	India; and/or (iv) a		
	Person having integrity		
	and reputation, and the		
	UPCA hereby reserves		
	the right to reject any Bio		
	from any Bidder which in		
	the UPCA's opinion and		

			1	
		at its sole discretion does		
		not satisfy this criteria.		
	(b)	Bidders should not be		
		blacklisted by the Central		
		Government or any State		
		Government or any		
		Public Sector		
		Undertaking or other		
		Government Authorities		
		etc.		
	(c)	Bidders (i) should not be		
		engaged in illegal betting		
		or gambling services or		
		products in India; (ii)		
		should not provide any		
		unlicensed betting or		
		gambling services or		
		products; and (iii) should		
		not have any investment		
		or ownership interest in		
		any Person engaged in		
		any of the above		
		activities.		
	(d)	Bidders should not had		
		been banned or restricted		
		from providing the		
		relevant services or		
		should not be subjected to		
		any disciplinary		
		proceedings.		
3.3	Rele	vant Experience:	Self-declaration by the Bidder	<u> </u>
	(a) 7	-	-	
	, ,		to evidence the experience	
		ield of Services as per		

	specification provided in		
	Schedule III.		
	(b) The Bidder must be able to		
	demonstrate the capability		
	and experience in Services		
	as per specification		
	provided in Schedule III.		
3.4	Conflict of Interest:	Self-declaration by the Bidder	
	The Bidder must confirm that		
	they had thoroughly verified		
	the provisions regarding		
	conflict of Interest in the		
	Articles of Association of		
	UPCA and declare and affirm		
	that there is no direct/indirect		
	conflict of Interest in the award		
	of the Contract to them by		
	UPCA. The Bidder must		
	further undertake to		
	immediately inform UPCA, if		
	any situation of conflict of		
	interest arises during the term		
	of the Contract, after the issue		
	of Letter of Award.		

After evaluation of the above, the eligible Technical bidders will be considered for opening of their financial bids

# SIGNATURE OF THE BIDDER

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

### SCHEDULE V: FINANCIAL BID FORM

# (NIT/UPCA/UP T20/SEASON 2//2024/01)

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

Sr. No.	Details	Remarks
1.	Name of the Service for which Bid is submitted	
2.	Name of the Bidder	
3.	Address	
4.	A detailed plan highlighting the full details of its proposals for providing the Services as per the specifications provided in <b>Schedule III</b> .	Please attach relevant Annexure

Sr.	Particulars	Amount (INR)		
No.		Season 2 (2024)	Season 3 (2025)	Season 4 (2026)
1	Total Consideration payable against the Services defined in Schedule III. (Including cost of manpower intended to be deployed, travel, logistics, boarding etc.)	Rs + GST as applicable	Rs + GST as applicable	Rs + GST as applicable

### SIGNATURE OF THE BIDDER

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