

MUMBAI CRICKET ASSOCIATION



REQUEST FOR PROPOSAL
DEVELOPMENT AND MANAGEMENT OF
MOBILE APPLICATION

Mumbai Cricket Association (MCA) invites reputed Local Indian companies to submit proposals as described in the scope and subject to the terms and conditions set out in this Request for Proposal (RFP)

STATUS OF THIS RFP

This RFP is no more than a Request to submit the proposals and does not, and is not intended to, constitute a contract or a binding offer capable of acceptance by MCA. Such contract shall be entered into by MCA only upon signature by MCA of an Agreement in pursuance of this Tender Process. Nothing in this RFP is a representation upon which a firm/organization or any other person is entitled to rely at any point in time in order to bring a claim, action or proceedings against MCA (whether for misrepresentation or otherwise).

CONFIDENTIALITY

By the receipt of this RFP, the firm/organization shall agree to and acknowledge that all information provided by the firm/organization in connection with this RFP (including the RFP itself) constitutes confidential information and therefore shall be prevented from disclosure without the approval of MCA.

SCOPE OF PROPOSAL

- iOS and Android mobile applications (App) accompanying the website with all major features of MCA website.
- Designing and Development of the mobile application to integrate and feature the MCA Competitions (Match Centre) with live scores
- Maintaining and updating the App on a regular basis for a period of two years
- The ownership of the App to be with MCA

ELIGIBILITY REQUIREMENTS

For the purpose of this RFP, any entity registered and having its operations in India which can satisfy the following conditions and requirements (as at date of this RFP) are eligible to submit proposals and participate in this process.

- Any entity with over 5 years of experience in Sports Tech, Mobile app design and development
- Any entity with over INR 50 lacs per annum turnover shall participate in the bid.
- In addition, the Interested Party must meet MCA's standards with respect to suitability, business experience, financial status and ability.

SUBMISSION OF PROPOSALS

- Each proposal should contain:
 - Envelop A
 - Full name and address of the relevant third party;
 - Company profile of the interested third party;
 - Work orders and recommendation letters of previous two/three similar projects.
 - Annual turnover certificate issued by a Chartered Accountant
 - Technical proposal with estimated timeframe for launching the App
 - Envelop B
 - Financial proposal

- Each proposal should be submitted in sealed envelope on or before 5.00 pm on 20th January 2023 to the following address:

Secretary
Mumbai Cricket Association
3rd Floor, Cricket Centre Building,
Wankhede Stadium, D Road,
Churchgate, Mumbai 400 020

BID REJECTION

- Any proposals submitted by an Applicant, which fails to satisfy the requirements (eligibility or otherwise) set out in this RFP, may be accepted or rejected by MCA in its absolute discretion. MCA shall not pre-judge or advise an Applicant whether he is qualified or not. The Applicant must submit its Proposal in accordance with the process specified in this RFP and enable MCA to then evaluate the Proposal.
- Potential Applicants should also be aware that any Proposal submitted by an entity which has been in default of, any contractual obligation or undertaking owed to MCA or in any dispute with MCA (including, without limitation, any payment obligation) may be rejected by MCA in its absolute discretion, notwithstanding that such entity otherwise fulfill the eligibility criteria set out in this RFP.
- MCA in its sole discretion shall have the unfettered right to accept any proposal, reject any proposal, reject all proposals or award rights to whomever MCA in its sole discretion deems most beneficial and in the best interest of MCA

COMMUNICATION AND CLARIFICATION

All communication and clarifications regarding the proposal should be in writing under the title “PROPOSAL FOR MOBILE APPLICATION” to the following email address: tenders@mumbaicricket.com

All clarifications will be provided through email as soon as possible. To ensure equity in the invitation to tender process, all clarifications will be copied to all other applicants.

UNFETTERED RIGHT TO ALTER THE RFP OR ITS PROCESS

MCA reserves the right in its absolute discretion at any time without advance notice and without giving any reason to:

- Withdraw the RFP and annul or terminate the process and/or modify this RFP in whole or in part; and/or
- Launch an additional, different or modified tender process or re-commence the process, enter into direct negotiations with any person and to enter into any contract with any person regarding the subject matter herein and to withdraw from any negotiations in respect of any Proposal; and/or
- Waive, on such terms as it thinks fit, non-compliance or late compliance by any Bidder with any of the provisions of the RFP; and/or
- Require non-compliant Proposals to be corrected and/or amended and resubmitted in accordance with the terms of this RFP; and/or
- Call for further information concerning any Proposal; and/or
- Seek to negotiate the terms of all or any of the Proposal and/or to reject all or any Proposals.

REPRESENTATIONS AND WARRANTIES

Each Bidder in submitting its Bid warrants and undertakes to MCA that:

(a) the information contained in its Bid is not false or otherwise incomplete, inaccurate or misleading; and

(b) If, following submission of its Bid, there is any change in its circumstances which may render such information false or otherwise misleading or otherwise adversely affect such information, it will promptly notify MCA in writing setting out the relevant details in full.

LIABILITY

MCA 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 or in connection with this RFP or any Bid, even if it was advised in advance of the possibility of such loss or damage.

INTELLECTUAL PROPERTY

Proposals and other supporting papers that may be furnished shall become the property of MCA upon their delivery and MCA will not be obliged to return them. Irrespective of whether any Proposal is successful or not, MCA shall be entitled to use (free from any payment or restriction) all ideas, concepts, recommendations or other materials (save for trademarks and copyrighted materials) contained in such Proposal or otherwise communicated to MCA during the RFP process. The Interested Party waives and shall not make any claim against MCA in respect of any use made by MCA of any Intellectual Property or other similar rights relating to the ideas, concepts or any other materials (save for any trademarks or copyrighted materials of the Interested Party) contained in its Proposal

The Interested Party acknowledges that all Intellectual Property rights and all commercial rights in relation to the cricket matches/ tournaments organized/ conducted by MCA including but not limited to its names, logos and trophies, remain the exclusive property of MCA.

GENERAL

Neither MCA nor its officers, employees and/or agents shall, in any circumstances whatsoever, be responsible or liable in any manner or mode by whatever name called or described for any costs, liabilities, losses, damages or expenses of any kind whatsoever incurred or suffered in connection with this document or as a consequence of the preparation or delivery of any RFP.

GOVERNING LAW

This RFP shall be governed by and construed in accordance with Indian law and the Courts at Mumbai, India shall have exclusive jurisdiction in relation to all matters arising out of or connected with this RFP.

For and on behalf of Mumbai Cricket Association

Ajinkya Naik
Secretary