

REQUEST FOR PROPOSAL (RfP)

Selection of Consulting Firm for Technical Assistance in implementation of Sports Development Initiatives in Telangana

Date: 21st March, 2021

Sports Authority of Telangana State (SATS)

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This RfP is not an agreement and is neither an offer nor invitation by SATS to the prospective Applicants or any other person. The purpose of this RfP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RfP. This RfP includes statements, which reflect various assumptions and assessments arrived at by SATS in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RfP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RfP. The assumptions, assessments, statements and information contained in this RfP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RfP and obtain independent advice from appropriate sources.

Information provided in this RfP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SATS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

SATS, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RfP and any assessment, assumption, statement or information contained therein or deemed to form part of this RfP or arising in any way in this Selection Process.

SATS also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RfP.

SATS, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RfP.

The issue of this RfP does not imply that SATS, is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the assignment and Sports Authority of Telangana State SATS, reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SATS, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.

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1. Data Sheet

Activity	Description
Assignment Name	Selection of Consulting Firm for Technical Assistance in implementation of Sports Development Initiatives in Telangana
Name of the Client	Sports Authority of Telangana State (SATS)
Nodal Officer Contact details	Name: Smt. V. Sujatha Designation: Administrative Officer, SATS e-mail: satshydrfp@gmail.com
Selection Method	Quality and Cost Based Selection (QCBS)
Preparation of Proposal	
Language	Proposals shall be submitted in English language. All correspondence exchange for the assignment shall be in English language.
Technical Proposal (Envelope I)	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> I. Minimum Eligibility Criteria II. SCHEDULE – A: Technical Bid Submission Form III. SCHEDULE – B: Letter of Bid/Declaration IV. SCHEDULE – C: Power of attorney for signing of Bid V. SCHEDULE – D: Details of Bidder VI. SCHEDULE – E: Description of Experience of Bidder VII. SCHEDULE –F: Description of Approach, Methodology and Work Plan for undertaking the assignment

	<p>VIII. SCHEDULE –G: Team Composition and Task Assignments</p> <p>IX. SCHEDULE – H: Curriculum Vitae (CV) For Proposed Professional Staff</p> <p>X. SCHEDULE – I: GST Registration Documents</p> <p>XI. SCHEDULE – J: Average Annual Turn Over in Last Three Financial Years from 2017-18, 2018-19 and 2019-20 to be ₹.100.00 Crores and above from Consulting Services with financial statements including Balance Sheet and Profit & Loss Statement</p>								
Financial Proposal (Envelope II)	<p>2nd Inner Envelope with the Financial Proposal:</p> <p>I. Schedule – K</p>								
Minimum Eligibility Criteria	<table border="1"> <thead> <tr> <th>Specific Requirements</th> <th>Supporting Documents</th> </tr> </thead> <tbody> <tr> <td>The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 10 years as on December 31, 2020</td> <td>Incorporation/ Registration Certificate</td> </tr> <tr> <td>The Bidder should have an average turnover of minimum INR 100 crore during last three financial years (FY 2017-18, FY 2018-19, FY 2019-20)</td> <td>Certificate from statutory auditor/ audited financial statements for the three previous financial years</td> </tr> <tr> <td>The Bidder should have experience of working on minimum five (5) PMU assignments of a minimum duration of 1 year with Central/ State Government agencies in India.</td> <td>Work Order/ Agreement copies / Completion certificate</td> </tr> </tbody> </table>	Specific Requirements	Supporting Documents	The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 10 years as on December 31, 2020	Incorporation/ Registration Certificate	The Bidder should have an average turnover of minimum INR 100 crore during last three financial years (FY 2017-18, FY 2018-19, FY 2019-20)	Certificate from statutory auditor/ audited financial statements for the three previous financial years	The Bidder should have experience of working on minimum five (5) PMU assignments of a minimum duration of 1 year with Central/ State Government agencies in India.	Work Order/ Agreement copies / Completion certificate
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The Bidder should have experience of working on minimum five (5) PMU assignments of a minimum duration of 1 year with Central/ State Government agencies in India.	Work Order/ Agreement copies / Completion certificate								

	The Bidder should have experience of completing 1 sports sector project of minimum duration of 1 year with Central/ State Governments agencies in India	Work Order / Copy of agreement / Completion certificate
Bid Processing Fee	<p>INR 10,000/- (Rupees Ten Thousand) (including GST) in the form of demand draft drawn in favour of 'VC & MD, SATS', payable at Hyderabad</p> <p>The Bid Processing Fee shall be submitted along with the 1st Inner Envelope of the Technical Proposal.</p>	
Earnest Money Deposit (EMD)	<p>EMD of INR 5,00,000/- (Rupees Five Lakh) in the form of demand draft drawn in favour of VC & MD, SATS', payable at Hyderabad.</p> <p>The EMD shall be submitted along with the 1st Inner Envelope of the Technical Proposal.</p>	
Validity of the proposal	180 days	
Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible	No	
Clarification	<p>Clarifications may be requested no later than 2 days prior to the date of the pre-bid meeting by e-mail only.</p> <p>The e-mail id for requesting clarifications is: satshydrfp@gmail.com</p>	

Consortium/ JV / Sub Contracting	Consortium/ Joint Venture/ Sub-contracting with other firms is not allowed
Submission, Opening and Evaluation	
Submission	<p>The Firm must submit to:</p> <p>O/o. Sports Authority of Telangana State, L.B. Stadium, Basheerbagh, Hyderabad – 500001.</p> <p>(a) Technical Proposal: one (1) original and (1) copy</p> <p>(b) Financial Proposal: one (1) original</p> <p>The Firms shall not have the option of submitting their Proposals electronically.</p>
Date of RfP publication	21, March, 2021
Pre- bid meeting	7 th April , 2021
Issue of Corrigendum	8 th April , 2021
Last date for submission of proposal	22 , April, 2021
Date of Technical proposal Presentations	24 th , April, 2021
Date of Financial Proposal Opening	1 st , May, 2021
Time period for the assignment	1 year from the date of issue of work order. Extendable for 2 nd year and 3 rd year subject to satisfactory performance of the firm (Agency).
Evaluation Criteria	QCBS (Quality cum Cost Based Selection)

2. Section- I: General Information

2.1 Introduction

Home to some of the country's leading sports infrastructure and sportspersons, the State of Telangana has a rich and vibrant association with sports. Hyderabad, the capital city, has emerged as a hub for producing champion athletes at not just the national but also international level.

The focus on elite sports in Telangana has brought glory to the State through sporting achievements. The need of the hour is now to broad base sports in order to make sports accessible to all. An added focus on grassroot sports in the State, supported by a robust policy framework will enable the State to continue to build on the rich sporting legacy. As part of this initiative, alignment of sports initiatives of the State being implemented by SATS, with those of the Central Government will enable substantial synergies for creating a holistic sports ecosystem in the State.

With this background, SATS intends to deploy a Project Management Unit to support the Government of Telangana in creating a strategic roadmap for long term sports sector development in the state, provide technical assistance in preparation and roll-out the new Sports Policy in the State and also to implement sports development initiatives in Telangana by activating the Khelo India scheme.

2.2 Objective of the Assignment

The key objectives of the assignment will include:

- Support SATS in preparing new Sports Policy of Telangana
- Create a 3-year action plan for development of Sports in Telangana focusing on increasing grassroot sports programmes and participation, creation/ upgradation of sports infrastructure, hosting sports events in the State and strategizing to grow the sports ecosystem in a holistic manner
- Support SATS in activating the various verticals of the Khelo India Scheme and planning, coordinating and implementing initiatives under the Scheme in the State

The detailed scope of work is provided in subsequent sections of the RfP.

2.3 Selection procedure

An agency will be selected under Quality and Cost Based Selection (QCBS) system and procedures described in this RfP.

3. Section II: Information to the Firms

1. Firms are invited to submit Technical Proposal and Financial Proposal, as specified in the Data Sheet for services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
2. Firms must familiarize themselves with the local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, firms are encouraged to visit the Client before submitting a proposal and to attend a pre-bid meeting if one is specified in the Data Sheet. Attending the pre-bid meeting is optional.
3. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including visit(s) to the Client, are not reimbursable; and (ii) the Client is not bound to accept any of the proposals submitted.
4. SATS requires that firms provide professional, objective, and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
5. To observe the highest standard of ethics during the selection and execution of the assignment, the terms set forth below shall be followed:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among firms (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
 - (a) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question
6. **Clarifications and amendments of RfP Documents**
 - (a) Prospective bidders, requiring clarification on the RfP shall notify SATS by e-mail at the mailing address indicated in the Data Sheet on or before the last date for submission of queries, as indicated in the Data Sheet. Queries received after this date will not be entertained.
 - (b) SATS shall respond in writing or by e-mail to the requests for clarification, on or before the date mentioned in the Data Sheet.

(c) **Amendment in RfP**

At any time, prior to the date of submission of Bids, SATS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RfP. The amended RfP and/or the corrigendum shall be notified by SATS. These amendments will be binding on the bidders. In order to afford prospective bidders reasonable time to take these amendments into account in preparing their bids, SATS may, at its discretion, extend the deadline for the submission of bids.

7. Technical Proposal

- (a) In preparing the Technical Proposal, firms are expected to examine the documents constituting this RfP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- (b) While preparing the Technical Proposal, firms must give particular attention to the following:
 - i. The firms cannot seek the participation by entering into a consortium/joint venture with other firms.
 - ii. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - iii. Proposed professional staff must, at a minimum, have the experience indicated in this RfP, preferably working under conditions similar to those expected in the proposed assignment.
 - iv. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - v. Reports to be issued by the firms as part of this assignment must be in the language(s) specified in the Data Sheet.
- (c) The Technical Proposal shall provide the following information using the attached Standard Forms
 - i. Minimum Eligibility Criteria
 - ii. SCHEDULE – A: Technical Bid Submission Form
 - iii. SCHEDULE – B: Letter of Bid/Declaration
 - iv. SCHEDULE – C: Power of attorney for signing of Bid
 - v. SCHEDULE – D: Details of Bidder
 - vi. SCHEDULE – E: Description of Experience of Bidder
 - vii. SCHEDULE –F: Description of Approach, Methodology and Work Plan for undertaking the assignment
 - viii. SCHEDULE –G: Team Composition and Task Assignments
 - ix. SCHEDULE – H: Curriculum Vitae (CV) For Proposed Professional Staff
 - x. SCHEDULE – I: GST Registration Documents

xi. SCHEDULE – J: Average Annual Turnover in Last Three Financial Years (2017-18, 2018-19, 2019-20 to be ₹.100.00 Crores and above from Consulting Services

(d) The Technical Proposal shall not include any financial information.

8. Financial Proposal

(a) In preparing the Financial Proposal, firms are expected to take into account the requirements and conditions outlined in the RfP documents. The Financial Proposal should follow Standard Form (Schedule K).

(b) The Firm will specify and compute all applicable taxes in the financial bid.

(c) The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Firm is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Firms who do not agree have the right not to extend the validity of their proposals.

9. Submission, Receipt, and Opening of Proposals

(a) The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.

(b) An authorized representative of the firm initials all pages of the proposal. The representative's authorization shall be confirmed by a written Power of Attorney accompanying the proposal.

(c) For each proposal, the Firms shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original copy shall govern.

(d) Agencies shall submit the sealed bids in sealed envelopes as detailed below. The name and address of the agency should be mentioned on each envelope. The language of the Bids as well as the supporting documents shall be in English.

- (e) **Sealed Envelope I:** The cover of the envelope should clearly mention as “Envelope-I – Technical Bid for “Selection of Consulting Firm for Technical Assistance in implementation of Sports Development Initiatives in Telangana”. It will contain the Technical Bid as per specified format (Minimum Eligibility Criteria, Schedule A, B, C, D, E, F, G, H, I and J) and any other relevant documents, duly signed by authorized representative of agency with company seal, EMD and Non-refundable Bid Processing Fee towards the cost of RfP document
- (f) **Sealed envelope II:** The cover of the envelope should clearly mention as “Envelope-II – Financial Bid for “Selection of Consulting Firm for Technical Assistance in implementation of Sports Development Initiatives in Telangana”. It should contain Financial Bid (Schedule K) duly signed by authorized representative of agency with company seal.
- (g) **Sealed envelope III:** The cover of the outer envelope should clearly mention as “Selection of Consulting Firm for Technical Assistance in implementation of Sports Development Initiatives in Telangana”. This outer envelope will include the sealed envelope – I and sealed envelope - II.
- (h) Tender complete in all respects may be submitted to Sports Authority of Telangana State (SATS) through courier/ speed post/hand-delivery only such that they are delivered to the address mentioned in the Data Sheet on or before the time and date mentioned in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened. Tenders received by fax/mail will not be entertained.
- (i) SATS shall at its discretion, extend this deadline for submission of bids by amending the RfP.

10. Proposal Evaluation

From the time the bids are opened to the time the contract is awarded, if any Firm wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Firm’s proposal.

- (a) The mode of Evaluation shall be QCBS (Quality and Cost Based Selection)

(b) Evaluation of Technical Proposals

- i. The evaluation of Technical Proposal of only those Consultants who have qualified in the pre-qualification/ minimum eligibility criteria as mentioned in the data sheet will be carried out
- ii. The bidders will be assessed as per the eligibility criteria mentioned in the Data Sheet section. Only bidders who qualify the criteria shall be eligible for technical evaluation. Non-conforming proposals will be rejected and will not be eligible for any further processing
- iii. The evaluation committee, appointed by the Client as a whole, and each of its members individually, shall evaluate the proposals on the basis of their responsiveness to terms as mentioned in the table below.
- iv. The technical evaluation shall be done as per the following criteria:

Criteria	Maximum Points
1. Relevant experience of the bidder	30
<ul style="list-style-type: none">● Experience of undertaking ten or more PMU assignments with Central and State Government agencies in India Each relevant assignment will carry 01 marks	10
<ul style="list-style-type: none">● Experience of undertaking five or more sports consulting assignments with Central & State Government Agencies. Each project relevant assignment will carry 02 marks	10
<ul style="list-style-type: none">● Experience of five or more consulting assignments with State Government Departments/Agencies in Telangana Each relevant assignment will carry 02 marks	10

2. Relevant experience of the key professional staff proposed for the Assignment	30
a) Project Director <ul style="list-style-type: none"> ● Master's Degree in Business Administration or relevant post-graduation from reputed education Institution /University with at least 15 years of consulting experience and demonstrable experience in implementation of Central/ State Government initiatives, sports policy development and sports infrastructure projects 	9
b) Team Leader <ul style="list-style-type: none"> ● Master's Degree in Business Administration or relevant post-graduation from reputed education Institution /University, with minimum 10 years of consulting experience working with Central and State Government agencies and demonstrable experience in Sports policy development and implementation of Central/ State Government initiatives 	7
c) Project Manager <ul style="list-style-type: none"> ● Master's degree in Business Administration or equivalent post-graduation qualification in Sports domain from a reputed education Institution/ University, with minimum 5 years of experience and demonstrable experience in implementation of Central/ State Government sports initiatives, strategic planning and drafting sports policy. Experience of Khelo India scheme is preferable 	6

<p>d) 2 Project Consultants – Operations</p> <ul style="list-style-type: none"> • Master’s degree in Business Administration or equivalent post-graduation qualification from reputed education Institution/ University, with minimum 3 years of experience working with Central and State Government agencies and minimum 6 months as part of a PMU implementing Central/ State Government initiatives <p>Each consultant will be given a maximum of 02 marks</p>	4
<p>e) 2 Project Consultants – Strategy</p> <ul style="list-style-type: none"> • Master’s degree in Business Administration or equivalent post-graduation qualification from reputed education Institution/ University, with minimum 3 years of experience working with Central and State Government agencies and demonstrable experience formulating policies, creating DPRs for infrastructure projects, and coordinating with Central/ State Government agencies for funding support <p>Each consultant will be given a maximum of 02 marks</p>	4
<p>3. Presentation on Approach, methodology and workplan for the assignment</p>	30
<p>4. Average firm Turnover in the past 3 years</p>	10
<p>a) INR 100 Crore – INR 500 Crore</p>	5
<p>b) INR 500 Crore – INR 1000 Crore</p>	7
<p>c) INR 1000 Crore +</p>	10

Technical Score (St)	100
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* Copies of work orders/agreement/ completion certificates must be submitted as a proof for each assignment. Ongoing assignments will be considered only if at least 6 months of the project period has elapsed.

** All proposed team members excluding Project Director and Team Leader shall be required to be deployed on a full-time basis at SATS during the tenure of the engagement. Furnished office space along with a telephone line and printer facility shall be provided by SATS for the project team.

Public Opening and Evaluation of Financial Proposals

i. After the technical evaluation is completed, the Client shall notify the firms that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.

ii. The Financial Proposals shall be opened publicly in the presence of the firms' representatives who choose to attend. The name of the Firm, the technical scores, and the proposed prices shall be read and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening

iii. The fee quotes as highlighted in Schedule K of this RfP document shall be used for the purpose of financial evaluation,

iv. The lowest evaluated Financial Bid (Fm) shall be given the maximum financial score (Sf) of 100. The formula for determining the financial scores of all other bids shall be calculated as follows: $Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the bid under consideration.

v. The weights given to the Technical (T) and Financial (P) Bids shall be:

T = 80, and

P = 20

Bids shall be ranked according to their combined scores, calculated using the technical score (St) and financial score (Sf) and the weights as follows:

$S = St \times T\% + Sf \times P\%$

- vi. Bidder with the highest combined score shall be invited for negotiations.
- vii. The minimum technical score (St) required for opening of Financial Bids shall be 70.

11. Negotiations

- (a) Negotiations will be held at the address indicated in the Data Sheet. The aim shall be to reach agreement on all points and sign a contract.
- (b) Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate the contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- (c) The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.

12. Award of Contract

- (a) The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Firms on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those Firms who did not pass the technical evaluation.
- (b) The firm is expected to commence the assignment on the date and at the location as specified by the Client during issue of work order.

13. Deliverables and Payment Schedule

Sl.	Milestone	Timeline (where 'T' is the date of signing of agreement)	Percentage of Fee
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1	Inception report and plan of action	T + 20 days	10%
2	Submission of 3-year Sports Development Plan	T + 3 months	20%
3	Monthly progress reports	Monthly	70% (equally divided across 12 payments)
	Total		100%

14. MISCELLANEOUS

- (a) **Final decision-making authority:** SATS reserves the right to accept or reject any bid and to annul the process at any time without assigning any reason thereof and without thereby incurring any liability to the affected applicant or without informing the applicants of the grounds for such action by the Department.
- (b) **Confidentiality:** All the Applicants shall treat all the information, records, reports, technical data, contracts, agreements, maps, drawings and any other documents provided to them under this bid process, during the RfP stage, if short listed and upon signing of the Contract Agreement for performing their responsibilities and obligations as confidential. An undertaking in this regard would require to be submitted by the Applicant at the time of signing of the Contract Agreement.
- (c) **Termination:** If in the view of Department, the performance of selected Agency is not satisfactory/ the selected Agency has failed to safeguard the interest of the Department, the Department may at its sole discretion, terminate the engagement of the selected Agency. The Department, in doing so, shall intimate the firm in writing with its termination letter. The decision of the Department in this matter shall be final and binding.
- (d) **Jurisdiction:** All disputes arising shall be subject to the jurisdiction of the appropriate court at Hyderabad, Telangana and will be governed by the laws of India.

4. Section III: Scope of work

The selected bidder will have the following scope of work:

- (a) **Technical Assistance in preparation and finalization of Sports Policy of Telangana**

- Primarily to assist the Committees / Sub Committees formed by Government of Telangana for said purpose from time to time.
- Gather inputs from various stakeholders in the State sports ecosystem such as senior coaches, sports administrators, eminent athletes and State Sports Federations (SSFs)
- Benchmark the draft policy against leading sports policies in other States in India and incorporate global best practices
- Draft the final policy document post incorporation of views of the stakeholders consulted
- Prepare promotion plan for dissemination of the policy

(b) Preparation of 3-year strategy roadmap for sports sector development of Telangana

- Conduct an as-is and to-be assessment of the sports ecosystem of Telangana including parameters such as grass root talent development, sports infrastructure, participation, coaches, performance etc.
- Goal-setting for parameters which need to be improved in order to enhance the overall sports ecosystem in the State
- Prepare clear, time-bound strategic initiatives across all sub-sectors of sports ecosystem in the State
- Create a framework to implement, monitor and measure the impact of suggested strategic initiatives
- Conduct stakeholder workshops to disseminate the strategy roadmap

(c) Implement initiatives under Khelo India and / Or any other Schemes of Government of India / Government of Telangana to promote Sports in the following verticals.

Khelo India, the Central Government Scheme to promote sports has the following 12 verticals:

- Playfield development
- Community coaching development
- State Level Khelo India Centres
- Annual Sports Competitions
- Talent Search and development
- Physical fitness of school children
- Creation and upgradation of sports infrastructure

- Support to National/ Regional Sports academies
- Sports for women
- Promotion of sports among people with disabilities
- Sports for peace and development
- Promotion of rural and indigenous games

The consulting firm will provide technical assistance support in the following key initiatives:

- Activate all 12 verticals of Khelo India or any other Sports Schemes of Government of India / Government of Telangana by identifying avenues for setting up new initiatives, creating DPRs for the projects, coordinating with State and Central Government stakeholders and supporting the implementation of the initiatives in Telangana, as per the guidelines of each of the verticals of Khelo India or any other Sports Schemes of Government of India and Government of Telangana.
- Identify avenues for receiving funding for sports initiatives of Telangana by dovetailing those with Khelo India initiatives and other Schemes of Ministry of Youth Affairs and Sports, Government of India and also Government of Telangana.

5. Section IV: Technical Bid- Standard Forms

Response to Minimum Eligibility Criteria

SCHEDULE – A: Technical Bid Submission Form

SCHEDULE – B: Letter of Bid/Declaration

SCHEDULE – C: Power of attorney for signing of Bid

SCHEDULE – D: Details of Bidder

SCHEDULE – E: Description of Experience of Bidder

SCHEDULE –F: Description of Approach, Methodology and Work Plan for undertaking the assignment

SCHEDULE –G: Team Composition and Task Assignments

SCHEDULE – H: Curriculum Vitae (CV) For Proposed Professional Staff

SCHEDULE – I: GST Registration

SCHEDULE – J: Average Annual Turnover in Last Three Financial Years 2017-18, 2018-19, 2019-20 to be ₹.100.00 Crores and above from Consulting Services with financial statements including Balance Sheet and Profit & Loss Statement

6. Section V: Financial Bid – Standard Forms

SCHEDULE - K: Financial Bid Submission Form

7. Annexures

7.1 SCHEDULE – A

TECHNICAL BID SUBMISSION FORM

[Location, Date]

To:

**The Vice Chairman & Managing Director,
Sports Authority of Telangana State (SATS),
L.B. Stadium, Basheerbagh, Hyderabad – 500 001.**

Subject: Proposal for “Selection of Consulting Firm for Technical Assistance in implementation of Sports Development Initiatives in Telangana”

Dear Sir,

We, the undersigned, offer to provide services for the captioned assignment in accordance with your Request for Proposal dated [*Insert Date*] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under separate envelopes.

We hereby declare that all the information and statements made in this Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

7.2 SCHEDULE – B

DECLARATION

(On Applicant's letter head)

[Location, Date]

To,

**The Vice Chairman & Managing Director,
Sports Authority of Telangana State (SATS),
L.B. Stadium, Basheerbagh, Hyderabad – 500 001.**

Subject: Proposal for “Selection of Consulting Firm for Technical Assistance in implementation of Sports Development Initiatives in Telangana”

Sir,

- 1) With reference to the RfP for, dated, I/we, having examined the RfP and understood their contents, hereby submit my/our Bid for the captioned assignment. The Bid is unconditional and unqualified.
- 2) All information provided in the Bid and in the Appendices is true and correct.
- 3) This statement is made for the purpose of qualifying as a bidder for undertaking the captioned assignment.
- 4) I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5) I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6) I/ We have examined and have no reservations to the RfP, including any Addendum issued by the Authority.
- 7) I/ We do not have any conflict of interest in accordance the RfP document;
- 8) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the bidders to Bid for the captioned assignment, without incurring any liability to the bidders, in accordance with the RfP.
- 9) I/ We declare that we are not a Member of any other firm submitting a Bid for the captioned assignment.
- 10) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

- 11) I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the captioned assignment and the terms and implementation thereof.
- 12) In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 13) I/We have studied the RfP carefully and also understood the scope of the assignment. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the bidding process including the award of assignment.
- 14) The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RfP and draft Agreement.
- 15) I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RfP.
- 16) I/We agree and undertake to abide by all the terms and conditions of the RfP. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RfP.

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Date: _____

Place: _____

Name and seal of Bidder: _____

7.3 SCHEDULE – C

POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, we, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is [presently employed with us/ and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for “Selection of Consulting Firm for Technical Assistance in implementation of Sports Development Initiatives in Telangana” by SATS (the “Authority”) including but not limited to signing and submission of all applications, Bid and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said assignment and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAS EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF, 20**.

For _____

(Signature)

(Name, Title and Address)

Note: Board resolution confirming the Authority of the signatory to submit the proposals could also be provided as a substitute to the Power of Attorney.

7.4 SCHEDULE – D

DETAILS OF BIDDER

(On the Letter Head of the Bidder)

- (a) Name of Bidder
- (b) Address of the office(s)
- (c) Date of incorporation and/or commencement of business (Please attach certified copy of registration of Firm)

Details of individual(s) who will serve as the point of contact / communication for the Department with the Bidder.

- (a) Name
- (b) Designation
- (c) Company/Firm
- (d) Address along with Pin code
- (e) Telephone number
- (f) E-mail address
- (g) Mobile number

7.5 SCHEDULE – E

DESCRIPTION OF EXPERIENCE OF BIDDER TO ILLUSTRATE QUALIFICATIONS

(Please provide information only for a project for which your firm was legally contracted by the client as a corporate entity)

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		No of Staff:
Address:		No of Staff-Months:
Start Date:	Completion Date:	Approx. Value of Services (in INR):
Name of Senior Staff Involved and Corresponding Positions:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Notes:

Supporting documents (Work Orders/ Agreements/ Completion Certificates) should necessarily be submitted by the bidders without which the submission shall not be considered for evaluation.

7.6 SCHEDULE – F

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR UNDERTAKING THE ASSIGNMENT

The bidders are advised to present their Technical Bid divided into the following chapters:

- a) Understanding of TOR, Technical Approach and Methodology
- b) Work Plan

Understanding of TOR, Technical Approach and Methodology: The firm should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The firm should highlight the problems to be addressed along with their importance and explain the technical approach the Firm would adopt to address them. The firm should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.

Work Plan: In this chapter the firm should propose the main activities of the assignment, detailed action plan for the implementation of the project. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of documents to be delivered as final output should be included here.

7.7 SCHEDULE – G

TEAM COMPOSITION AND TASK ASSIGNMENTS

Name of Staff	Area of Expertise	Position Assigned

7.8 SCHEDULE – H

CURRICULUM VITAE (CV) FOR PROPOSED Key Professional Staff

Items	Description		
Proposed Position			
Name of Firm			
Name of Expert	[First] [Middle] [Surname]		
Date of Birth	DD/MM/YYYY		
Nationality			
Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]		
Countries of Work Experience	[List countries where staff has worked in the last ten years]		
Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position Held	Duration

Details of tasks assigned	
<p>Relevant Projects Undertaken</p>	<p>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Main project features:</p> <p>Positions Held:</p> <p>Activities Performed:</p>

<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p>
<p>Signature of the Expert or Authorised Signatory of the Bid:</p>
<p>Date: [dd/mm/yyyy]</p>
<p>Name of Expert:</p>

7.9 SCHEDULE – I

GST REGISTRATION DOCUMENTS

7.10 SCHEDULE - J

Average Annual Turnover in the last 3 Financial Years 2017-18, 2018-19, 2019-20 to be ₹.100.00 Crores and above with supporting documentation including Balance Sheets and Profit and Loss Statement (Certified by Statutory Auditor of the firm).

7.11 SCHEDULE – K

FINANCIAL BID

FINANCIAL BID SUBMISSION FORM

To:

**The Vice Chairman & Managing Director,
Sports Authority of Telangana State (SATS),
L.B. Stadium, Basheerbagh, Hyderabad – 500 001.**

Sub: Proposal for “Selection of Consulting Firm for Technical Assistance in implementation of Sports Development Initiatives in Telangana”

Having gone through the RfP and having fully understood the scope of work for the captioned assignment as set out in the RfP; we are pleased to quote the following:

In figures (including all applicable taxes)	
In words (including all applicable taxes)	

Our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid.

We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

8. Draft Agreement

Annexure-I

Stamp Paper of INR 100 Draft Agreement

This Agreement entered into on thisth day of _____ at Hyderabad

Between

(M/s _____) incorporated in India under the and having its registered / head office at (Hereinafter referred to as '.....' or "FIRST PARTY") which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees of the FIRST PARTY.

AND

SATS incorporated and registered under the Companies Act 1956 and having its registered office at Hyderabad (hereinafter referred to as 'SATS' or "SECOND PARTY") which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees of the SECOND PARTY.

WHEREAS FIRST PARTY (M/s M/S.
_____) is.....

WHEREAS SECOND PARTY:

SATS is the State Level Nodal Agency has decided to engage the Firm for Technical Assistance in implementation of Sports Development Initiatives in Telangana'

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITIONS

- (i) "Approval" means approval in writing by designated officers of XYZ.
- (ii) "Force Majeure" means any event or circumstance or combination of events or circumstances which prevents the party claiming Force Majeure (the 'Affected Party') from performing its obligations under this Agreement and which event or circumstance (i) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts,

skill and care. Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State of God including, but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities, change in applicable law.

(iii) "Services" shall have meaning ascribed thereto in clause 2 hereto.

2. APPOINTMENT OF AGENCY AND SCOPE OF SERVICES

SATS hereby appoints M/s **M/S.** _____ and **M/s** _____ hereby agrees to act as an agency for setting up a 'Selection of Consulting Firm for Technical Assistance in implementation of Sports Development Initiatives in Telangana'. The detailed set of activities to be carried out by the agency ('Services') will include –

The scope of work for the PMU will include but not limited to:

<to be reproduced as in Section 4 of the RfP>

3. RESPONSIBILITIES OF SATS

- i. **SATS** will duly notify and inform all the relevant stakeholders about appointment of **M/s** _____
- ii. **SATS** would provide all necessary facilitating support to **M/s** _____ in discharge of the services mentioned in para 2 above as and when requested by the First Party.

4. PAYMENT TERMS

SATS will pay a Professional Fee of INRto **M/s** _____ towards carrying out this assignment which will include professional fee, travel, boarding & lodging, communication, GST and other duties and all out of pocket expenses.

Deliverables and Payment Schedule

The agency will provide the following deliverables:

<to be reproduced as in Section 13 of the RfP>

5. COMMENCEMENT

M/s _____ shall commence the work within one week of signing of issue of work order.

6. VALIDITY

Unless terminated earlier this Agreement shall expire after 12 (Twelve) months from the date of this Agreement. During validity of Agreement, **SATS (nodal person)**, and will take effective steps for implementation of this Agreement.

7. PENALTY

For non-performance and/or for negligent performance in relation to scope of work related to M/s _____, following penalty would be imposed by **SATS** on M/s _____, until and unless such delay is condoned by **SATS** for valid and acceptable reasons, after due consideration:

- (i) Deduction of 1% (one percent) of fee for each week of delay or part thereof, wherever any deadline is fixed.

- (ii) Forfeiture of Performance Guarantee.

Provided however, that no penalty shall be payable by M/s _____ for delays attributable to **XYZ** and/or occurrence of a Force Majeure event.

8. PERFORMANCE GUARANTEE

M/s _____ will deposit performance securing bank guarantee equivalent to 5% of the aggregate professional fee amount payable during the period of the agreement and the same shall be released after a period of **6 months** from the date of signing of the agreement subject to any claim, outstanding dues and penalty as per Clause 7. The performance guarantee shall be submitted by the selected firm within 30 days of the date of the work order.

9. FORCE MAJEURE

(i) Breach of Agreement

The failure of a Party to fulfil any of its obligations under this Agreement shall not be considered to be a breach of, or default under this Agreement insofar as such inability arises from an event of Force Majeure, provided that Party affected by such an event (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out terms and conditions of this Agreement, and (ii) has informed other Party as soon as possible about occurrence of such an event of Force Majeure.

(ii) Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

10. TERMINATION

(i) Termination by SATS

SATS may terminate this Agreement, by not less than thirty (30) days' written notice of termination to **M/s** _____, to be given after occurrence of any of events specified in paragraphs (a) through (c) below:

- a) if **M/s** _____ does not remedy a failure in performance of its obligations under Agreement, within sixty (60) days of receipt after being notified or within such further period as SATS may have subsequently approved in writing;
- b) if **M/s** _____ becomes insolvent or bankrupt;
or
- c) if, as result of Force Majeure, **SATS** is unable to perform a material portion of obligations for a period beyond sixty (60) days.

(ii) Termination by M/s

_____ M/s _____ may terminate this Agreement , by not less than thirty (30) days' written notice to **SATS**, such notice to be given after occurrence of any event specified below:

- a) if **SATS** fails to pay any money due to **M/s** _____ pursuant to this Agreement within sixty (60) days after receiving written notice from M/s _____ that such payment is overdue; or
- b) if, as the result of Force Majeure, **M/s** _____ is unable to perform a material portion of Services for a period of not less than sixty (60) days.

The termination of this Agreement shall not prejudice or affect in anyway rights and benefits accrued or liabilities and duties imposed on parties of this Agreement.

11. LIABILITY OF M/s _____

The liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract or otherwise, shall be limited to the professional fees paid for the services in this assignment.

12. MISCELLANEOUS CLAUSES

- (i) **M/s** _____ shall notify to **SATS** of any material change in its status or shareholding, in particular, where such change would impact on performance of Services under the Agreement. However, the signatory of this agreement shall not be exonerated for any liability arising from this agreement.
- (ii) Any failure or delay on part of **SATS** to exercise right or power under Agreement shall not be construed as waiver thereof.
- (iii) Workers, employees, staff or agents engaged or employed by or on behalf of **M/s** _____ shall neither be, nor deemed to be worker, employee, staff or agents of SATS under any circumstances whatsoever and there is no such agreement for or regarding workers of **M/s** _____ as well as of SATS.
- (iv) Notwithstanding anything in this Agreement, in no event shall SATS be liable under labour laws, laws of contract, tort, or for any other laws, rules & regulations, misrepresentation warranty, negligence, strict liability or otherwise, for any special indirect, incidental or consequential damages (including loss of profit arising out of in connection with this Agreement).
- (v) Neither execution and delivery by **M/s** _____ of this Agreement nor performance by **M/s** _____ of its obligations hereunder will violate, conflict with, or result in breach of, or constitute a default under, any provision of law, statute, rule or regulation or any judgment, order, award or decree of any court of governmental body applicable to it, or its articles of incorporation or by-laws.

13. ARBITRATION

- (i) It is hereby agreed between the two Parties that the assignment shall be executed in manner and form outlined in this Agreement. If any dispute or difference of any kind whatsoever arises between Parties in connection with or arising out of or relating to or under this Agreement, the Parties shall promptly and in good faith negotiate, with a view to reaching an amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from date on which above-mentioned dispute or difference arose, such dispute or difference shall be referred to an Arbitrator who shall be appointed from among a panel of officers so nominated by SATS. The seat of arbitration shall be Hyderabad and arbitration shall be conducted in English language. Arbitration and Conciliation Act, 1996, shall govern arbitral proceedings.

(ii) Existence of any dispute or difference or initiation or continuance of arbitral proceedings shall not postpone or delay performance by Parties of their respective obligations under or pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either Party shall be withheld except the payment in dispute, if any.

(iii) The courts at Hyderabad only under the High Court of Telangana alone shall have jurisdiction with respect to arbitration or any other dispute.

IN WITNESS WHEREOF the Parties thereto have put their hand and seal this day and date first above mentioned

Signed, sealed and delivered by	Signed, sealed and delivered by
For and on behalf of SATS, Telangana	Authorised Representative of Agency

Witnesses:

1	
2	