
Request for Proposal (RFP)

Selection of

Strategic Advisors (Project Management Unit)

for

Sports Authority of India (SAI)

Government of India

November 29th, 2019

Disclaimer

This Request for Proposal (RFP) document for selection of Strategic Advisors cum Project Management Unit (PMU) for Sports Authority of India (hereinafter referred to as the "Consultant") contains brief information about the scope of work and qualification process for the successful applicant. The purpose of the RFP Document is to provide the applicants (hereinafter referred to as "Applicant/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. Sports Authority of India (hereinafter referred to as "Client" or the "Authority") or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

The Authority reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Sports Authority of India reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

Contents

Data Sheet	4
1 Terms of reference	5
1.1 Scope of services	6
1.2 Team	9
1.3 Payment schedule, and timelines	12
1.4 Review and monitoring of the Consultant's work	13
1.5 Support from the Authority	13
2 Eligibility and Evaluation criteria	14
2.1 Technical Evaluation criteria	14
3 Instructions to Applicants	15
A. General instructions	15
B. Preparation and submission of Proposals	17
4 General Conditions (GC) of Contract	20
5 Technical Proposal - Standard Forms	29
5.1 Form TECH-1: Technical Proposal Submission Form	30
5.2 Form TECH-2: Applicant's Organization and Experience	31
5.2.1 A - Applicant's Organization	31
5.2.2 B - Applicant's Experience	32
5.3 Form TECH-3: Description of Approach, Methodology and Work Plan for Performing the Assignment	33
5.4 Form TECH-4: Team Composition and Task Assignments	34
5.5 Form TECH-5: Curriculum Vitae (CV) for Proposed Professional Staff	35

Data Sheet

1	Name of the Bid	Selection of Strategic Advisors cum appointment of Project Management Unit for Sports Authority of India
2	Time-period of contract	12 months (extendable by 12 months)
3	Method of selection	Quality Based Selection (QBS)
4	Ernest Money Deposit (EMD)	Refundable amount of Rs 15,00,000/- in favour of SECRETARY SAI
5	Name of the Authority's official for addressing queries and clarifications	Name: Prashant Singh Designation: AD Khelo India e-mail: procurement.kheloindia@gmail.com Sports Authority of India Jawaharlal Nehru Stadium Complex (Gate No 10), Lodhi Road, New Delhi, 110003
6	Bid Validity Period	180 days
7	Bid Language	Proposals shall be submitted in English language. All correspondence exchange for the assignment shall be in English language.
8	Bid Currency	INR
9	Schedule of Bidding Process	
	Task	Key Dates
	Last date of receiving queries	04/12/2019
	Last date of Submission of Bid/ Proposal	10/12/2019 , 05:00 PM
	Pre Bid Conference	05/12/2019 12 PM , At office of Sports Authority of India
	Technical presentation	To be communicated later
	Issuance of Letter of Award (LOA)	Within 30 days of selection of Consultant
10	Consortium to be allowed	No
11	Sub-contracting is allowed	Yes

1 Terms of reference

On 29th August 2019, the Indian Prime Minister Shri Narendra Modi launched the Fit India Mission at a ceremony in New Delhi on the occasion of National Sports Day. Launching the people's movement on the birth anniversary of Major Dhyanchand, the Prime Minister said that 'Fit India Mission' should become a national goal and it is the people of India who have to lead it and make it a success.

As highlighted by the PM, technology has reduced our physical ability and robbed us of our traditional balanced routines; earlier a person used to walk or cycle for kilometres, today mobile apps have to tell us how many steps we have walked. Similarly, lifestyle diseases like diabetes and hypertension are on the rise in India affecting even the young. The 'Fit India Mission' is an effort to bring small lifestyle changes in an easily scale-able, replicable manner.

Sports has a direct relation to fitness but 'Fit India Mission' aims to go beyond just physical fitness by encompassing other aspects such as- mental health, balanced school curriculum, inclusion of outdoor/active public spaces in our cities and towns, promotion of organizations active in the field of fitness through their goods and services etc.

The Movement is directed across age and social groups- children, families, seniors and youth. School going children, however are the primary target group of the recently launched 'Fit India School Star Rating Programme' wherein the government is encouraging schools to adopt novel initiatives like sharing of playgrounds with neighbourhoods etc.

The movement is not just central government's but needs replication and scale-up at the level of state governments, panchayats and local bodies. It has been modelled such that Fit India Mission reaches every village, panchayat and school and is seen as a celebration, a part of our daily, family and public life.

Sports Authority of India (SAI) has been identified as the Nodal Authority to activate and implement the Movement in the country and SAI intends to onboard consultants to provide strategic advisory support to actualise the vision.

The key pillars of the project scope shall be as follows:

1. Strategy
2. Implementation and Operations
3. Website, Mobile App and Social Media Social Media & IT - Monitoring , Reporting and Website, Mobile App and Social Media and IT support
4. Monitoring and Reporting
5. Communications
6. Allied Support

a. Scope of services

1.1.1. Strategy

The Fit India Mission has been launched and the first task at hand is to conceptualise the strategy for actualising the H'ble PM's vision of Fit India. The PMU shall undertake the following activities:

I. Ideate:

- (i) Identify the key stakeholders including Ministry of Youth Affairs and Sports, State Sports Departments, Ministry of Health, Ministry of AYUSH, Indian Olympic Association, National Sports Federations etc and understand expectations of all stakeholders.
- (ii) Study and analysis of strategies, vision documents, campaigns and sports and physical activity policies successfully adopted and implemented by Governments of nations with strong and well-developed sporting and physical activity cultures
- (iii) Study of all existing/planned initiatives for the Movement along with determining the:
 - a) Current implementation status
 - b) Stakeholders involved
 - c) Challenges faced
- (iv) Development of a well-informed vision and strategy for the Movement indicative of (but not limited to) the key performance indicators mapped against each identified stakeholder, desired outcomes of the movement, governance structure of the movement, mapped deliverables of each identified stakeholder, financial and budgetary requirement of the implementation and roll out of the movement,
- (v) Review and Scrutiny of existing sports policy, youth development policy, education policy etc. and to recommended policy interventions and amendments to ensure streamline of goals and objectives to the vision and goal of the movement
- (vi) To undertake research of FIT India programmes to gauge success, gaps and support future planning initiative's
- (vii) To Gauge Goal practices undertaken in similar programmes
- (viii) Rollout strategy adopted by such countries
- (ix) Suggestive plans and Ideas to be implemented to support Fit India Movement

II. Solutioning/ Prototyping:

- (i) Identify key initiatives for a healthy mind, body and soul. These initiatives may include
 - a) Physical activities for Children, Youth, Families and Seniors
 - b) Grassroot/ community sports in urban, rural and metropolitan areas
 - c) Encouraging health food habits
 - d) Enhancing mental wellbeing
 - e) Infrastructure interventions in living environments like parks, social gathering places in urban/rural context
- (ii) Identify the implementation partners for various types of activities, these may include collaboration with government ministries/departments, collaboration with corporate entities, direct implementation by the Ministry through implementation partners etc
- (iii) Prepare an Action Plan for the Sports Authority of India with a detailed work plan

1.1.2. Implementation & Operations

To actualise the Action Plan for Sports Authority of India, the following key tasks will have to be undertaken by the Consultant:

- (i) Identify mechanisms of engaging with the identified implementation agencies
- (ii) Prepare requisite documentation with detailed terms for engagement with individuals/ organisations
- (iii) Prepare consolidated bid documents including selection criteria, general contract conditions, technical specifications etc. The bid documents should be in accordance with the Government of India guidelines
- (iv) Support Sports Authority of India (SAI) in Bid Process Management
- (v) Expenditure Finance Committee (EFC) memo preparation for seeking budget/expenditure approval
- (vi) Prepare policy documents, as required

1.1.3. Website, Mobile App and Social Media

The third key task will be to assist in conceptualisation of a state-of-the-art website, mobile app and social media reach out strategy for Sports Authority of India. This shall not only host the information related to the initiative but shall also be a participatory mechanism for various stakeholders and targeted beneficiaries. It shall integrate with various social media platforms and shall be capable of promoting fitness through gamification. The website and mobile app should make active use of analytics and business intelligence for providing status of campaigns and initiatives, and also providing reporting to various stakeholders.

The Consultant, post study of the existing digital initiatives undertaken by Sports Authority of India, will be responsible for developing the strategy for website, mobile app and social media strategy, high level content structure, and implementation plan. The Consultant shall develop the RFP for selection of an implementation agency, which will develop, implement, host and manage the website and mobile app. The Consultant shall monitor the implementation of the website and mobile app, and coordinate among various stakeholders for effective implementation of this initiative.

Furthermore, the Consultant will assist in managing the social media handles of the Sports Authority of India across various channels (Twitter, Facebook, Instagram, YouTube etc.). Some of the key activities to be performed are:

- (i) Design a social media management strategy that builds on the strategic priorities of the Movement
- (ii) Design the Standard Operating Procedures (SOPs), including types of content and communications, triggers, response types, approval authorities, grievance handling mechanism, accountabilities, etc.
- (iii) Design strategy for brand building, content promotion, campaign management through social media channels
- (iv) Design Key Performance Indicators (KPIs) for social media analytics, trends monitoring, sentiment monitoring, media campaigns/ events monitoring
- (v) Oversee the execution of social media strategy by the client's in-house team, and provide assistance as and when required by the client

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- (vi) Assist in generating various analytics reports and extracting results from the reports, and proposing corrective actions if needed
 - (vii) Assist the client in procurement of any social media management / analytics tools
 - (viii) Prepare a strategy for gathering and management of User Generated Content (UGC) e.g. articles, photographs and videos obtained through social media for use on the client's website and mobile app
 - (ix) Provide new ideas on regular basis for adding newer channels, newer types of communication, measures to enhance the impact of social media, etc.
 - (x) To create a MIS for monitoring of different activities
 - (xi) Create customized APP and Social media assests including website
 - (xii) Social Media Strategy and Listening
 - (xiii) Analytics support
 - (xiv) To provide complete IT Support

1.1.4. Monitoring and Reporting

It is expected that the entire programme management of the Sports Authority of India will be carried out using a multi-stakeholder digital project management platform, with multi-stakeholder representation and a single version of all information. Monitoring and reporting on all activities shall be enabled through a web-based reporting platform with role-based access to various levels of stakeholders. Some key features that may be required are as follows (but not limited to):

- (i) Allows creation of a comprehensive project plan with activities which can be assigned timelines, responsibilities and escalation levels in case they are not completed on time
- (ii) Mapping of contractual obligations of various vendors/ contractors
- (iii) Ability to update the status by various stakeholders on the activities assigned to them
- (iv) Creation of project dashboards, for various levels of stakeholders

The Consultant will be responsible for developing the requirements of the web-based monitoring and reporting solution (both web and mobile app based). The Consultant shall design the SOPs and implementation plan.

The Consultant shall develop the RFP for selection of an implementation agency, which will develop, implement, host and manage the monitoring and reporting solution. The consultant shall monitor the implementation of the solution by the implementation agency. Further, the Consultant shall coordinate with various stakeholders for active adoption of this system and may be required to provide trainings to various stakeholders on the use of this system. The consultant shall further draw periodic reports from this system, to be presented to the senior management regarding the status of various programs and projects.

1.1.5. Communications

The key tasks to be carried out under this are as under:

- (i) A unique campaign on the lines of the 'Swachh Bharat Abhiyaan' 'Incredible India' or the 'Make in India' campaign which is highly visible and has a high recall value may be planned

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- (ii) Outreach through print, social media, website as well as mobile app for consistent communication, public announcements and provision of information
 - (iii) Miscellaneous stakeholder engagement and market outreach
 - (iv) Conceptualizing thematic campaign which is highly visible and has a high recall value may be planned

1.1.6. Business Process Re-engineering

The consultant shall also undertake BPR exercise for SAI with the following activities:

- (i) Review of legacy applications, manual processes, existing business processes of departments and information flow/linkages within these applications
- (ii) Review and document existing customer facing channels (physical and electronic)
- (iii) Review the current data on customer grievances to identify key pain points
- (iv) Identify improvement opportunities and gaps
- (v) Review capabilities of existing softwares and their feasibility for existing technology solutions
- (vi) Designing **IT Strategy** for managing and upgrading existing systems and solutions to support FIT India Movement. Carry out and assess the 'As-Is' implementation of the project. This shall be in relation to the technology that is already in use.
- (vii) Design and manage systems to promote collaboration between various stakeholders of FIT India movement especially government (Central, State), Private bodies, Schools, colleges, communities etc.

b. Team

The Consultant shall propose a team that works at two levels.

Level 1: Program management and domain expertise

The level one team would comprise of people who are leaders/experts in their domain of work and have extensive experience in the sports management and development industry specifically with the central and state governments. They will be responsible for providing strategic guidance and supervision to the Level 2 team. Each team member proposed by the Applicant should be a full-time staff of the Applicant (legal entity) and should be fluent in English and Hindi.

- **Project Director:** At the overall level, the project will be led by a Project Director with minimum fifteen (15) years of work experience, having led large scale government projects with a good understanding of the sports and fitness ecosystem in the country. S/he should have demonstrable experience of being a lead in multisectoral and complex government programs and campaigns for sports development and large scale national and international events. S/he should be well versed with the prevalent global trends adopted by various nations in development of sports, promotion of an active and physically fit lifestyle.
- **Domain experts:** Each domain expert should have a minimum ten (10) years of work experience in their respective domains and should be a graduate in qualification. S/he should have at least 5 years of experience in the respective domains. Other demonstrable experience and knowledge of the working environment and stakeholders in the Central/State Government will be an added advantage. The key domains on which expertise is sought includes:

- Sports and Fitness Management
- Event and operations management
- Digital/ Technology
- Procurement and Contract management
- Infrastructure and Services

Level 2: Fulltime onsite implementation support

To carry out the above scope of work, the consultants will put together a team meeting the following requirements:

Position	No	Person months	Resource profile	Minimum education and experience requirements
Project Lead (Planning, Strategy and Policy)	1	12	Management Consultant (10 years and <15 years' experience)	<ul style="list-style-type: none"> o MBA/ Masters in Sports Management/ Sports Science/MPlan or equivalent qualification. Experience of working on: <ul style="list-style-type: none"> o Government campaigns o National level government programs o Large scale government events o Experience and understanding of complex multisectoral projects is necessary o Experience of working on projects related to sports development, grassroots and community sports, sports policy will be an added advantage
Project Co-Lead (Events and Operations Expert)	1	12	Management Consultant (10 years and <15 years of experience)	<ul style="list-style-type: none"> o MBA/ other relevant post graduate degree o Experience in events strategy and implementation in the government sector o Experience in large scale sports events will be an added advantage
Infrastructure Expert	1	12	Management Consultant (6 years and <10 years of experience)	<ul style="list-style-type: none"> o MTech/ MArch/ MBA/MPlan o Experience in infrastructure strategy and implementation in the government sector o Experience in sports infrastructure will be an added advantage
Market Linkage Expert	1	12	Management Consultant (6 years and <10	<ul style="list-style-type: none"> o MBA/ other relevant post graduate degree

Position	No	Person months	Resource profile	Minimum education and experience requirements
			years of experience)	<ul style="list-style-type: none"> o Experience in developing market linkage and partnerships, customer acquisition etc o Should have experience of garnering CRSR funds from the market for Government project/campaign/event
ICT Consultant	2	24	Technology consultant (3 years and <6 years of experience)	<ul style="list-style-type: none"> o BE / BTech / MCA o Experience in design, procurement, project management of ICT projects in the government sector o Should have experience in undertaking MIS projects
Social media consultant	1	12	Technology consultant (3 years and <6 years of experience)	<ul style="list-style-type: none"> o BE / BTech / MCA o Experience in social media management projects in the government sector
Communication consultant	1	12	Management Consultant ((3 years and <6 years of experience)	<ul style="list-style-type: none"> o Postgraduate degree o Experience in communication and public relationship management in the government sector
Procurement consultant	1	12	Management Consultant (3 years and <6 years of experience)	<ul style="list-style-type: none"> o Postgraduate degree o Experience in procurement in the government sector o Experience of working on National Level campaign/ event/ program will be an added advantage
Monitoring and Evaluation consultant	1	12	Management Consultant (3 years and <6 years of experience)	<ul style="list-style-type: none"> o Postgraduate degree o Should have Experience in education Sector o Experience in designing KPIs and undertaking monitoring and evaluation for large scale programs o Experience of working on National Level sports/ fitness/ campaign/ events will be an added advantage

Position	No	Person months	Resource profile	Minimum education and experience requirements
Strategy and Planning	2	12	Management Consultant (3 years and <6 years of experience)	<ul style="list-style-type: none"> ○ Postgraduate degree ○ ○ ○ Should have Experience in education Sector ○ Experience in implementation of consulting assignments in the government sector ○ Experience of working on National Level campaign will be an added advantage
Strategy and Planning	2	12	Management Consultant (<3 years' experience)	<ul style="list-style-type: none"> ○ Graduate degree ○ Experience in implementation of consulting assignments in the government sector ○ Experience of working on National Level campaign will be an added advantage
Business Process Re-engineering	2	24	Management Consultant (3 years and <6 years of experience)	<ul style="list-style-type: none"> ○ Graduate/Post Graduate Degree- Preferably in Management degree. ○ Experience of undertaking process re-engineering works for similar Government departments and understanding the IT landscape ○ Relevant certification like Six Sigma will be an added advantage
Operations consultant (Regional position, deployed in State)	6	72	Management Consultant (3 years and <6 years of experience)	<ul style="list-style-type: none"> ○ Graduate degree ○ Experience in operations and implementation in the government sector

Note: If required more manpower can be hired for project related matter but not necessary for entire period. And All manpower will be hired in consultation with SAI.

c. Payment schedule, and timelines

The PMU will be engaged for a period of 12 months. As per the NICSI model, NICSI rates would be used for the team proposed above and payments will be made as per person month calculations. Out of Pocket Expenses (OPE) will be reimbursed on actuals. The assignment shall be for an initial period of 12 months, which may be extended by another 12 months provided the performance meets the expectations of SAI.

d. Review and monitoring of the PMU's work

The PMU's work will be monitored by a Steering Committee constituted by the Sports Authority of India. The Committee shall constitute of key officials from the Authority working on the areas specified for Consultant's support. The team will work in close coordination with the Steering Committee.

e. Support from the Sports Authority of India

During the Project, the PMU shall work in close co-ordination with the Sports Authority of India (SAI) and the SAI shall provide (or cause others to provide) the following support to the PMU and its permanent team members:

1. Regular review and approval of all the documents submitted by the PMU to the SAI
2. Co-ordination support from respective government agencies and other stakeholders
3. Information, resources and assistance (including access to records, systems, and people) required to perform the Services
4. Dedicated office support and assistance (for Hindi-typing, Hindi-to-English and vice-versa translation, preparation of Government-file notings etc., as required)

4 Eligibility and Evaluation criteria

Consultants/PMU empaneled through NICSI empanelment (of Consulting Companies) will be eligible to be Applicants for this RFP. As per the NICS model, NICS rates would be used for the team proposed and payments will be made as per person month calculations.

The selection of Consultant shall be made on Quality Based Selection (QBS) method wherein evaluation will be based solely on technical criteria as given hereunder. Consultant with the highest Technical Score (T1) will be the Selected Bidder, provided all other terms and conditions of this RFP have been met.

Consultants/PMU empaneled through NICS should submit copy letter/ agreement of empanelment issued by NICS.

1.1 Technical Evaluation criteria

The Technical Evaluation of the proposals shall be based on following parameters:

#	Criteria	Marks
A	Experience in similar projects	30
A.1	Experience of end-to-end planning and managing large scale government programs and campaigns/movements during past ten (10) years. <i>One (1) experience for programs and one (1) experience for campaigns/ movements with a minimum consulting fee of INR 1 crore each during last ten (10) years – Five (5) marks per set of experience</i>	10
A.2	Experience of executing sports consulting assignment (excluding events) with central government, state government <i>Two (2) experiences with a minimum consulting fee of INR 2 crore each during last ten (10) years – Four (4) marks per experience</i>	8
A.3	Experience of projects involving designing of strategy, social media management and analytics and user generated content management for government agencies in India <i>Two (2) experiences with a minimum consulting fee of INR 1 crore each during last ten (10) years – Two (2) marks per experience</i>	4
A.4	Experience of projects involving designing of both web portal and mobile app (in the same project) for government agencies in India <i>Two (2) experiences with a minimum consulting fee of INR 1 crore each during last ten (10) years – Two (2) marks per experience</i>	4

#	Criteria	Marks
A.5	Experience of raising CSR funds in the past five (5) years <i>Up to INR 50 lakh – three (3) marks</i> <i>More than INR 50 lakh – six (5) marks</i>	4
B	Team <u>Fulltime onsite team</u> Project Lead – 20 marks 10 to 12 Years experience – 10 Marks 12 to 15 Years experience – 20 Marks Project Co-Lead – 10 marks 10 to 12 Years experience – 5 Marks 12 to 15 Years experience – 10 Marks [Detailed qualification and experience as per Section 1.2]	30
C	Approach & Methodology Applicant’s capability, understanding, approach, proposed solutions, appreciation of requirements, and suggestions	40
	Total	100

The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead consultant by the Applicant’s legal entity submitting the bid for this RFP. All experiences should be from India.

5 Instructions to Applicants

A. General instructions

1. Number of Proposals and respondents

- 1.1. No Applicant shall submit more than one (1) Proposal, in response to this RFP.
- 1.2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Applicants to whom the RFP has been issued by Authority.
- 1.3. Consortium is not allowed under this RFP.

2. Proposal preparation cost

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- 2.1. The Applicants shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
 - 2.2. All papers submitted with the Proposal are neither returnable nor claimable.

3. Right to accept and reject any or all the Proposals

- 3.1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 3.2. Sports Authority of India reserves the right to reject any Proposal if:
 - 3.2.1. At any time, a material misrepresentation is made or discovered, or
 - 3.2.2. The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - 3.2.3. The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

4. Amendment of the RFP

- 4.1. At any time prior to the Proposal Due Date, the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be emailed through a corrigendum and form an integral part of the Proposal document. The relevant clauses of the Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the above-mentioned website from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.
- 4.2. In order to provide the Applicants a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the Proposal Due Date.

5. Data identification and collection

- 5.1. It is desirable that the Applicants submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
- 5.2. It would be deemed that by submitting the Proposal, the Applicant has:
 - 5.2.1. Made a complete and careful examination and accepted the RFP in totality;
 - 5.2.2. Received all relevant information requested from Authority and:
 - 5.2.3. Made a complete and careful examination of the various aspects of the Scope of Work.
- 5.3. Authority shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

B. Preparation and submission of Proposals

6. Language and currency

- 6.1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicants with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 6.2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

7. Proposal validity period and extension

- 7.1. Proposals shall remain valid for a period of six (6) months from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Applicant's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
- 7.2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Applicants to extend the validity period for specified additional period. Applicants, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

8. Format and signing of Proposals

- 8.1. The Applicants shall prepare electronic copies of the technical proposals separately.
- 8.2. Applicants should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
- 8.3. In case the Applicants intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

9. Submission of Proposal

- 9.1. Submission can be done till the Proposal Due Date specified in the RFP. 10/12/2019
- 9.2. The SAI may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Applicants previously subject to the deadline will thereafter be subject to the deadline, as extended.
- 9.3. Once the Proposal submission date and time is over, the Applicant cannot submit their Proposal.
- 9.4. At any point of time, an Applicant can withdraw their Proposal before the Proposal Due Date

10. Selection of the Consultant

- 10.1. From the time the Proposals are opened to the time the contract is awarded, if any Applicant wishes to contact the SAI, on any matter related to their Proposal it should do so in writing. Any

effort by the Applicants to influence any officer or bearer of the SAI in the Proposal evaluation or contract award decisions may result in the rejection of the Applicant's Proposal.

11. Confidentiality

- 11.1. Information relating to the examination, clarification, evaluation and recommendation for the PMU shall not be disclosed to any person not officially concerned with the process.
- 11.2. Any effort by an Applicant to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Applicant.

12. Tests of responsiveness

- 12.1. Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
 - 12.1.1. It is received or deemed to be received by the due date and time including any extension thereof pursuant to Clause 9.
 - 12.1.2. It is signed, sealed and marked as stipulated in Clause 8 and Clause 9.
 - 12.1.3. It contains all information as desired in this RFP.
 - 12.1.4. Information is provided as per the formats specified in the RFP.
 - 12.1.5. It mentions the validity period as set out in Clause 7.
 - 12.1.6. Bids are accompanied with EMD in the form of Bank Guarantee/ FDR/ Bankers Cheque/Demand Draft as specified in the Date Sheet of this RFP.
 - 12.1.7. The selected Applicant has to furnish a Performance Guarantee (10% of the contract value) as outlined in the Data Sheet of this document at the time of contract signing. The Performance Guarantee shall be returned or extended after the expiry of the project period as the case may be. The Bank Guarantee (submitted as a Performance Guarantee) can be from any Nationalised or Scheduled bank.
- 12.2. SAI reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

13. Clarifications sought by Authority

- 13.1. To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Applicant for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

14. Proposal evaluation

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- 14.1. Submissions from Applicants would first be checked for responsiveness as set out in Clause 12. All Proposals found to be substantially responsive shall be evaluated as per the Technical Evaluation Criteria set out in this RFP.

15. Notifications

- 15.1. Authority will notify the successful Applicant by letter.

6 General Conditions (GC) of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Authority" means Sports Authority of India
- b) "Consultant" means any private or public entity Project Management Unit (PMU) that will provide the Services to the Sports Authority of India ("the Client") under the Contract.
- c) "Client" means the agency with which the Consultant signs the Contract for the Services i.e. Sports Authority of India
- d) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- e) "Government" means the Government of India
- f) "Party" means the Client or the PMU, as the case may be, and "Parties" means both of them
- g) "Personnel" means professionals and support staff provided by the PMU assigned to perform the Services or any part thereof
- h) "Services" means the work to be performed by the PMU pursuant to the Contract.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the Contract.



1.6 Taxes and Duties

GST shall be paid by the Sports Authority of India additionally on the professional fee agreed as part of this Contract.

1.7 Fraud and Corruption

1.7.1 Definitions: defines, for the purpose of this provision, the terms set forth below as follows:

- a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) "collusive practices" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.7.2 Measures to be taken

The Client will cancel the contract if representatives of the Consultant are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

1.8 Limitation of Liability

The Contract will require that the aggregate liability of the PMU under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the PMU hereunder. The preceding limitation shall not apply to liability arising as a result of the PMU's fraud in performance of the services hereunder.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The PMU shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.



2.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, 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.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a

not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- a) If the PMU does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the PMU becomes insolvent or bankrupt.
- c) If the PMU, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the PMU fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 7 hereof.

2.6.2 By the PMU

The PMU may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the Client fails to pay any money due to the PMU pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the PMU is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 7 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the PMU:

- a) payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the PMU

3.1 Standard of Performance

The PMU shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

3.2 Confidentiality

Except with the prior written consent of the Client, the PMU and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the PMU and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

3.3 Intellectual Property Rights

- a) The PMU may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the PMU own in performing the Services. Notwithstanding the delivery of any Reports, the Consultant shall retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the PMU compiles and retains in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.
- b) Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no

obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 2 years from the date of termination of this Agreement.

3.4 Accounting

The PMU shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

4. **Obligations of the Client**

4.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the PMU such assistance and exemptions as specified in the Contract.

4.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the PMU under this Contract shall be increased or decreased accordingly under this Contract.

5. **Payments to the PMU**

5.1 Professional fee and Payments

The total payment due to the PMU shall be governed by the Contract Price (as determined by the rates suggested under NICS I Empanelment). In addition to the consultancy fee, reimbursable expenses shall be paid for expenses incurred to travel outside of Delhi (domestic or international) on actual basis. Any such travel and expenses shall be incurred with prior approval of the Authority/Client.

5.2 Terms and Conditions of Payment

Payments will be made to the account of the PMU and according to the payment schedule stated in Section 3.4. The Professional Fee shall be exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on PMU's income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

6. **Good Faith and Indemnity**

6.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

6.2 To the fullest extent permitted by applicable law and professional regulations, the Authority/Client indemnifies the PMU and their employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable

external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the Authority/Client as part of the regular interactions or for project/s purposes.

7. Settlement of Disputes

7.1 This Contract shall be governed by, and construed in accordance with, the laws of India.

7.2 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event any dispute between the Parties arising out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

7.3 Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Delhi, India. The language of arbitration shall be English.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

7.4 Jurisdiction

Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the Indian (New Delhi) courts, to which both the parties agree to submit for these purposes.

7 Technical Proposal - Standard Forms

- TECH-1 Technical Proposal Submission Form
- TECH-2 Applicant's Organization and Experience
 - A Applicant's Organization
 - B Applicant's Experience
- TECH-3 Description of the Approach, Methodology and Work Plan for performing the assignment
- TECH-4 Team Composition and Task Assignments
- TECH-5 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-6 Format for presentation

a. Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir/ Ma'am:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal.

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

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal i

s accepted, to initiate the consulting services related to the assignment at a date mutually agreed between us.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Phone: _____

b. Form TECH-2: Applicant's Organization and Experience

i. A - Applicant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity]

ii. B - Applicant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment]

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of person-months of the assignment:
Address:	Amount of consulting fee received by your firm (INR)
Start date (month/year):	Completion date (month/year):
Name of associated Consultants, if any:	No. of professional person-months provided by associated Consultants:
Narrative description of Project	
Description of actual services provided by your staff within the assignment:	
Firm's Name:	

c. Form TECH-3: Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (Maximum 30 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) *Technical Approach and Methodology,*
- b) *Organization and Staffing,*

a) *Technical Approach and Methodology.* *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b) *Organization and Staffing.* *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key experts responsible, and proposed technical and support staff.*

d. Form TECH-4: Team Composition and Task Assignments

Name of staff	Position in the firm	Proposed position and area of expertise

e. Form TECH-5: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of staff** [*Insert full name*]: _____
3. **Date of Birth:** _____ **Nationality:** _____
4. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

5. **Membership of professional associations:** _____

6. **Other training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

7. **Countries of work experience:** [*List countries where staff has worked in the last ten years*]: _____

8. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]

9. **Employment record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

10. Work undertaken that best illustrates capability to handle the tasks assigned

[*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 listed under point 11.*]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____ e6