



No.1-3/41/2021-Admn.

Expression of Interest cum Request for Proposal

(EOI cum RFP)

*For*

*Selection of Consultant*

*For*

Providing strategic and implementation management consulting services to Small Farmer' Agri-Business Consortium (SFAC) in the process of corporatisation of SFAC

## **1.1 NOTICE FOR EOI cum RFP (Expression of Interest cum Request for Proposal)**

The notice for selection of consultant for providing strategic management consulting services to assist SFAC in the process of corporatization of SFAC has been published on CPP portal at <https://eprocure.gov.in> and also posted on website of SFAC i.e. <http://sfacindia.com>.

## **1.2 INVITATION FOR EOI cum RFP**

SFAC invites **EOI cum RFP** from reputed India based Consulting Agencies (i.e. having registered office in India, hereafter referred as 'Agencies') to provide management consulting services covering topics like strategic future growth, optimal operational strategy, organizational restructuring and other related implementation issues with respect to transition management, financing, legal aspect etc., to assist SFAC in the process of corporatization of its function.

## **1.3 INTRODUCTION TO THE PROJECT**

1.3.1 It has been decided to appoint a Consultant to provide management consulting services across topics like long term strategy & vision, organizational restructuring, process re-engineering and implementation support for topics related to transition management, financing & legal, to assist SFAC in the process of corporatization its function. **Parties can also apply in consortium.**

1.3.2 **Background:** SFAC is an Autonomous Society promoted by Ministry of Agriculture, and Farmers' Welfare, Government of India. It was registered under Societies Registration Act XXI of 1860 on 18th January, 1994.

The Society is governed by Board of Management which is chaired, ex-officio, by Hon'ble Union Minister for Agriculture and Farmers Welfare as the President and the Secretary, Department of Agriculture, and Farmers Welfare, Government of India, is the ex-officio Vice-President.

SFAC is implementing the central schemes of Government of India namely VCA, EGCGS for economic inclusion of small and marginal farmers in agribusiness activities.

Society is pioneer in organizing small and marginal farmers as Farmers Interest Groups, Farmers Producers Organization and Farmers Producers Company for endowing them with bargaining power and economies of scale. It provides a platform for increased accessibility and cheaper availability of agricultural inputs to small and marginal farmers and in establishing forward and backward linkages in supply chain management. This initiative has triggered mobilization of farmers for aggregation across the country with ultimate aim of sustainable business model and augmented incomes.

Recently the Society has been entrusted with the task of implementation of the critically important Delhi Kisan Mandi and National Agriculture Market Scheme on e-platform to progressively free agricultural trade and offer price discovery to farmers.

**1.3.3 Goals of the Corporate Entity (ies):** The transformation of SFAC into the proposed corporate entity (ies) would target unleashing a new chapter of growth in the history of SFAC. The following goals are proposed for the entity (ies) in this regard:

- i. To enhance functional autonomy, efficiency and unleash new growth potential and innovation functions of SFAC.
- ii. Improve flexibility and dynamism in decision making in the functioning of SFAC.
- iii. Improvement in the quality of its products by enabling new entity to follow market-based quality practices.
- iv. Optimum utilization of Human Resources.

**1.3.4 Timelines for the project:** The consultant shall commence work within a week of signing of the contract and shall complete the assignment within a period of 6 months with all the deliverables during the time. The contract can

be extended for a further period of time for carrying out additional related work, on mutually agreed terms and conditions between SFAC and the Consultant.

## **1.4 SCOPE OF WORK**

1.4.1 The Consultant shall work in close interaction with SFAC to produce a comprehensive report for corporatisation of SFAC, keeping in mind the background and goals. This must enable the SFAC to determine the best-suited model for converting SFAC into one or more corporate entity (ies), in light of the existing financial, legal, operational and economic scenario. The Consultant shall provide its services in a manner propitious to the vision of SFAC for corporatisation of SFAC. The Consultant will be required to present various deliverables as outlined below based on discussions with the SFAC.

### **1.4.2 Points to be covered in the project:**

#### **Phase I**

##### **(A) Strategic vision and roadmap**

- i. Create a 10-year strategic vision and roadmap for corporatized SFAC to address long term requirements for the country.
- ii. Outline options available for corporatisation and evaluate pros – cons tradeoffs between the various options along dimensions like scale benefits/ synergies in manufacturing etc.
- iii. Global benchmarking of agriculture & public sector corporatisation structures.
- iv. Evaluate feasibility of various strategic options of converting SFAC into a single agriculture PSU or as multiple PSUs.

##### **(B) Organization & manpower related matters**

- v. Proposed organizational structure with layers, levels & span of control definition for all functions while ensuring the new structures incorporate best in class learnings.

- vi. Advise on organizational structure of the corporate entity with vertical and horizontal structural linkages with management in the region and field along with the implications of each model.
- vii. Defining structure and decision-making power for the board of directors.
- viii. Define financial, administrative etc. delegation of powers to ensure that the corporate entity(ies) functions with autonomy, on commercial lines and with accountability, and is enabled to compete effectively in the marketplace.
- ix. Decisions relating to various categories of employees including protection of salary and pension; terms of their transfer/absorption; responsibility of pension liability of the employees etc.
- x. To suggest options to achieve the optimum level of staffing for the corporate entity(ies) including retraining, VRS etc.
- xi. Suggest measures required to augment the existing organizational resources to prepare for the new competitive corporate environment.
- xii. Review the staffing/skill levels of existing manpower and suggest the optimum redeployment, reallocation and rationalization of staff, keeping in view the new organization structure and the competitive environment.

**(C) Strategic financing and structuring matters**

- xiii. Define overall financing strategy and roadmap in line with vision, goals and operating model.
- xiv. Create medium – long term projections of fund requirements.
- xv. Assess the future financial viability including resource raising capability of the corporate entity keeping in view the following:-
  - a) An appropriate capital structure of the corporate entity(ies).
  - b) Advise on transfer of assets and liabilities with or without revaluation.
  - c) Advise on appropriate accounting, costing, and financial control systems to suit the twin objectives of operational flexibility and accountability.
  - d) Identify the taxation issues for the new corporate entity(ies).

- xvi. Financial support that may be provided to the entity(ies) to make it an economically viable and self-reliant unit for purposes like working capital, modernization of equipment, settlement of employees' dues etc.

**(D) Legal Issues**

- xvii. Reviewing and advising on all legal contracts including contracts with employees etc.
- xviii. Identify changes that need to be made to the existing statutes governing SFAC to enable transformation of SFAC into corporate entity(ies).
- xix. Listing of litigations involving SFAC and advice on the transition of such cases to the new entity(ies).
- xx. Identify rules/ regulations of the Ministry of Agriculture that need to be amended consequent to the corporatisation of SFAC.
- xxi. Identify and list various approvals required for corporatisation at various levels.
- xxii. Draft Memorandum and Articles of Association of the company.
- xxiii. Advise on labour laws in connection with the transfer of staff from the existing entity to the corporate entity(ies).
- xiv. Suggest steps and covenants (e.g. corporatisation agreements etc.) required between Government of India and the corporate entity(ies) to ensure that it is granted autonomy of function on commercial lines and compete effectively with private operators.

**Phase II**

**(A) Target operating model post corporatization**

- i. Operating model for production & synchronization between various production units.
- ii. Define strategy as part of overall operating model in line with the best in class industry practices and overall vision, and tactics requirements.
- iii. Define structure for non-production entities like Training institutes, Controllerates of Safety, Marketing Centres etc.
- iv. Re-engineer processes to drive systemic improvements required in important areas such as — Management, Fault Control, Customer Interface, Image Building and PR, Project Management, Quality Management and Costing of Services.
- v. To determine and illustrate the outcome of the suggestions in terms of various parameters such as financial and functional autonomy, improvements in efficiency and capacity utilization, reduction in production costs, outsourcing, improvements in quality, impetus to exports etc., as mentioned in the intended goals of the Corporate entity(ies).
- vi. To carry out risk analysis for the various options and to suggest risk mitigation measures.

**(B) Long term capability Development**

- vii. Suggest measures required in transformation of existing employees to be fitted into the new organizational structure, considering optimum utilization of existing human resources and motivate them for maximum productivity in the new competitive environment.
- viii. grading staff knowledge, skills and attitudes for absorbing new technologies and providing better customer services.
- ix. Achieving professional management and work culture in various areas including marketing, technical, human resources development, materials, projects and finance.

**(C) Implementation support - Project Management Office**

- x. Setup overall Project Management Office to track and monitor activities required for corporatization.

- xi. Define long term roadmap with activities & responsibilities.
- xii. Conduct reviews at regular intervals with key stakeholders to track progress as per defined roadmap.
- xiii. Prepare dashboards / review reports to keep key stakeholders informed on progress as per roadmap.
- xiv. Define processes and interventions required to transition existing power to new organization structure in a phased manner.
- xv. Create communication plan for organization to drive clarity on timelines and next steps.

**(D) Implementation support – Other issues**

- xvi. Keep all documents and record of discussions related to the corporatisation process and provide a copy of the same - hard and soft-duly indexed, page numbered SFAC as and when sought.

1.4.2.1 The ToR/ Scope of work mentioned above are indicative and non-restrictive in nature. Other relevant services related to the corporatisation process, not expressly captured in the aforesaid scope of work, which upon being brought to the notice of the Consultant by SFAC, will also form an integral and mandatory part of the ToR.

**1.4.3 Deliverables, Time Frame and Payment Schedule**

The Consultant shall commence work within a week of signing of the contract and shall complete the assignment within a period of 6 months. Once submitted, the report/inputs/ deliverables shall be the sole property of SFAC and can be used by them in any manner felt necessary. The contracted consultancy firm shall have no proprietary claim on any part/ whole report. The consultancy may also be required to make detailed presentation(s) at every stage of report submission. The payment shall be made on satisfactory completion of assigned task of the deliverables by SFAC.

**1.4.4 Place of Execution**

The draft and final reports submission and the presentations will be at the SFAC, New Delhi.



## 1.5 Timeline frame for bidding

The time frame for the bidding process is as under:

<b>Events</b>	<b>Tentative Dates</b>
Uploading of RFP on Central Public Procurement Portal	20.01.2022
Start of Query Submission	20.01.2022
Pre-Bid meeting with Bidders	07.02.2022
Last date for receipt of bidders' queries	07.02.2022
Response to queries	15.02.2022
Start of Bid submission	17.02.2022
Last Date and Time for receipts of Proposals	15.03.2022
Time & Date of opening of Technical bids	16.03.2022
Shortlisted Bidder presentations	will be communicated to shortlisted bidders via email
Opening of commercial bid	will be communicated to shortlisted bidders via email

## 1.6 INSTRUCTIONS TO THE BIDDERS

### 1.6.1 EOI cum RFP Proposal preparation Costs & related issues

- a. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by SFAC to facilitate the evaluation process.
- b. SFAC will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.
- c. This EOI cum RFP does not commit SFAC to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this EOI cum RFP.
- d. All materials submitted by the bidder will become the property of SFAC and may be returned completely at its sole discretion.

### **1.6.2 Amendments to the EOI cum RFP Documents**

SFAC reserves the right to amend or modify any part of the EOI cum RFP at any stage. Such amendments/ modifications if any, shall be duly notified similarly as the EOI cum RFP. SFAC also reserves the right to withdraw the EOI cum RFP at any stage, should it so become necessary.

### **1.6.3 Right to Terminate the Process**

- a. SFAC may terminate the EOI cum RFP process at any time and without assigning any reason. SFAC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This EOI cum RFP does not constitute an offer by SFAC. The bidder's participation in this process may result in short listing the bidders.

### **1.6.4 Earnest Money Deposit (EMD)**

- a. Bidders shall submit, along with their Proposals, an EMD of Rs. 50,000 (Rupees Fifty Thousands) only, in the form of Demand Draft in favour of SFAC, New Delhi.
- b. EMD of all unsuccessful bidders would be refunded by SFAC within 30 days of the bidder being notified as being unsuccessful. SFAC, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
- c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
  - If a bidder withdraws its bid during the period of bid validity.
  - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this EOI cum RFP.

### **1.6.5 Submission of Proposals**

- a. The bidders should submit their responses as per the format given in this EOI cum RFP in the following manner:
  - (i) The BIDDER shall seal the Proposal in one outer and two inner envelopes, as detailed below.
    - a. The Response to Technical Proposal and Financial Proposal should be covered in separate sealed envelopes super-scribing, “Technical Proposal” and “Financial Proposal” respectively.
    - b. The envelope containing the Financial Proposal should bear a warning as “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”.
    - c. The outer envelope should be marked with “EOI cum RFP for selection of Consulting Services for providing strategic and implementation management consulting services to assist SFAC in the process of corporatisation and should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder.

#### 1.6.6 **Submission of proposals**

Technical and Financial proposal shall be submitted online only. However following shall be submitted in hard copy (originals)

1. Power of Attorney.
2. Undertaking stating that firm/organization is not blacklisted.
3. Demand Draft of EMD (in case of EMD exemption under GFR, 2017, Gol, the bidders shall submit bid security declaration in the format as per Annexure-A.

and addressed to the Deputy Director (Admn.), SFAC, NCUI Auditorium Building, 5th Floor, 3 Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi 110 016. The outer envelope must be further clearly marked **“Expression of Interest cum Request for Proposal (EOI cum RFP) For Selection of Consultant For Providing strategic and implementation management consulting services to Small Farmer’ Agri-Business Consortium (SFAC) in the process of corporatisation of SFAC”**.

### 1.6.7 **Late Proposals**

- a. Proposal received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained at all shall be not be opened.
- b. The bids submitted by e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. SFAC shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

### 1.6.8 **Period of validity of proposals**

Proposals shall remain valid for Ninety (90) days after the date of proposal submission prescribed by SFAC, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by SFAC on the grounds that it is non-responsive.

In exceptional circumstances, SFAC may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder consenting to such request will not be required nor permitted to modify its Proposal.

### 1.6.9 **Tender Opening**

The proposal submitted will be opened online as per schedule at **SFAC, New Delhi** by the officer(s) authorized by SFAC, in the presence of such of those Bidders or their representatives who may be willing to be present at the time of bid opening.

### 1.6.10 **Evaluation Process**

- a. SFAC will constitute an Evaluation Committee to evaluate the responses of the bidders.
- b. The Evaluation Committee constituted by SFAC shall evaluate the responses to the EOI cum RFP and all supporting documents & documentary evidence. Inability to submit requisite supporting documents

or documentary evidence, may lead to rejection of the EOI cum RFP proposal.

- c. Each of the responses shall be evaluated to validate compliance of the bidders according to the eligibility criteria, technical evaluation Forms and the supporting documents specified in this document.
- d. The decision of the Evaluation Committee in the evaluation of responses to the Expression of Interest shall be final. No correspondence will be entertained outside the evaluation process of the Committee.
- e. The Evaluation Committee may ask for presentation / meetings with the bidders to evaluate its suitability for the Consulting assignment.
- f. The Evaluation Committee reserves the right to reject any or all proposals.
- g. The Evaluation Committee would submit its recommendations to the Competent Authority.

## **1.7 SELECTION CRITERIA & METHODOLOGY**

### **1.7.1 High level desired capability of the Consultant**

The Consultant should have a deep knowledge and wide experience of current trends in agriculture industry in India and around the world, the strategies being adopted by leading agriculture manufacturing companies, knowledge on restructuring of agriculture production industry of India, process of corporatization in India and demonstrated knowledge of various issues involved in restructuring including personnel, organization, financial structure, accounts, legal, technologies etc.

### **1.7.2 Eligibility Criteria/ Technical Bid Proposal**

The technical bid proposal in the following format along with the supporting documents to be uploaded.

- 1 Name and address of the company/ firm
- 2 Contact person details (Mobile, designation, email, address)
- 3 Incorporation certificate/ Year of establishment
- 4 GST Certificate
- 5 PAN

- 6 Last three year annual turnover (CA Certified)
- 7 Power of Attorney
- 8 Self-certified letter for non-debarment/ blacklisting
- 9 Tender acceptance letter with all terms and conditions of the tender
- 10 Total experience Self-certified
- 11 Experience certificate relevant to the project

The following eligibility conditions for qualifying in technical bid

- a. Agency should have satisfactorily done at least **2** similar projects in terms of the broad scope and nature of the work in the last **5** years.
- b. **Experience:**
  - (i) Minimum 5 years' experience in consultancy services relating to the broad scope and nature of the work and
  - (ii) Firm should have completed at least 3 valuations in the last **5** years of assets of similar nature of value **Rs.10 Cr.** or more in each case.
- c. **Turnover:** Minimum **Rs.10 Cr.** per annum in Consultancy services during the last 3 years (A Chartered Accountant certificate in this regard may be submitted.)
- d. **Registration:** Entities registered in India.
- e. Past Experience in providing Consultancy in Agriculture sector (Global & India).

### 1.7.3 Selection methodology

1.7.3.1 Initial Bid scrutiny will be held and incomplete details as given below will be treated as non- responsive. If Proposals;

- Are not submitted in as specified in the EOI cum RFP document.
- Received without the Letter of Authorization (Power of Attorney).
- Are found with suppression of details.
- With incomplete information, subjective, conditional offers and partial offers submitted.

1.7.3.2 Selection of Bidders will be on the basis of Quality cum Cost based selection (QCBS) system:

- Proposals of bidders will be evaluated for minimum eligibility criteria.
- Technical proposals of only 'Eligible Bidders' will be evaluated as per process & criteria mentioned below.

1.7.3.3 Proposals of the eligible Bidders during the process of evaluation finally be ranked according to their combined score of the Technical proposal (ST) and Financial proposal (SF) scores.

The weightage given to the technical and financial proposals are: **Tw = 0.70, and Fw = 0.30**

**Combined total score (S) = (ST x Tw) + (SF x Fw)**

1.7.3.4 The Selected Bidder shall be the Bidder having the highest combined total score(S). The second highest Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements, as the case may be.

1.7.3.5 In the event the composite total score is 'tied' the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

#### **1.7.4 Evaluation Criteria**

1.7.4.1 The technical evaluation shall be based on the following criteria

<b>S.No.</b>	<b>Criterion</b>	<b>Weightage</b>
1.	Presentation to be made before the SFAC ( in person preferably or through VC, depending upon the prevailing COVID 19 situation)	25
2.*	Past experience in execution of similar project in last 5 years (handling mergers, demergers, amalgamations, post-merger integration etc.). <ul style="list-style-type: none"> <li>• Less than 05 projects - 5 marks</li> <li>• 05 to 10 projects - 10 points</li> <li>• 11 or more projects - 25 points</li> </ul>	25
3. *	Past experience in execution of Corporatization	

	projects in last 5 years <ul style="list-style-type: none"> <li>• Less than 5 years - 0 marks</li> <li>• 5 to 7 years - 15 marks</li> <li>• 8 years or more - 25 marks</li> </ul>	25
4. *	Past experience in providing consultancy services in Agriculture sector (global and India) <ul style="list-style-type: none"> <li>• 1 to 5 projects - 10 marks</li> <li>• 6 to 10 projects - 15 marks</li> <li>• 11 or more projects - 25 points</li> </ul>	25

\* Attach copy of relevant projects / experiences.

1.7.4.2 Only bidders that **score > = 60** on technical evaluation above will be eligible for evaluation of financial proposal as below:

#### 1.7.4.3 Financial proposal (SF) Evaluation

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- c) The bidder with lowest qualifying financial bid (L 1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial scores for other than L- 1 bidders will be evaluated using the following formula:-

**Financial Score of a Bidder (SF) = (Financial Bid of L1/Financial Bid of the Bidder) x 100%) (Adjusted to two decimal places)**

- d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e) The bid price will include all taxes and levies and shall be in Indian Rupees.
- f) Any conditional bid would be rejected.
- g) Errors & Rectification: Arithmetical errors will be rectified on the following basis:-

“If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.



### 1.7.5 Consortium Bids

- a. **Bidders are allowed to participate in consortium**, with the following conditions:-
- (i) A consortium (the "Bidding Consortium") shall be considered bidder provided that one of the members of the consortium shall be nominated as being in-charge (the "Lead Consortium Member") and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members.
  - (ii) In case the Bidder being Indian Company is having collaboration with the Company incorporated outside India (Foreign Company, having registered office in India, established with RBI approval), the Bidder shall in respect of such collaboration submit during certified/authenticated copies of the following documents:-
    - Certificate of Incorporation/ Registration certificate issued by the competent authority under the law in force in the country of its incorporation;
    - Memorandum and Articles of Association or document constituting the company and regulating its affairs;
    - List of board of directors on regulating/controlling body;
    - Address of its place of business in India, if any;
    - Audited annual financial statements and financial Net-worth for the last three years only of foreign entity;
  - (iii) The Lead Consortium Member shall submit the Bid to the SFAC and shall be liable towards fulfilling the obligations in this EOI cum RFP.
  - (iv) The Lead Consortium Member shall have a valid Good and Services Tax Registration Number, Provident Fund (PF), Code and Permanent Accounts Number (PAN) for the Republic of India.
  - (v) The Lead Consortium Member shall designate and authorize one person to represent the Bidding Consortium in its dealings with the SFAC through Power of Attorney to perform all tasks including, but not limited to, providing

information, responding to inquiries, signing of Bid on behalf of the Consortiums, etc.

- (vi) Each member of the consortium shall have a registered office (under the Companies Act, 1956 or 2013 with Registrar of Companies) and operations in India.
- (vii) Every Consortium Member shall provide consent to the Lead Consortium Member and make itself aware of all the proceedings of the bidding process and Project implementation through legally enforceable consortium agreement, power of attorneys, legal undertakings, Letter of Consent etc. entered amongst all members of that Bidding Consortium including. In the absence of such documents, the Bid shall not be considered for evaluation and will be rejected.
- (viii) The Bidder /member of consortium should not be blacklisted/banned by any Govt. Organization or Regulatory Agencies or Govt. Undertaking. Bidder should submit a self -undertaking signed by its Authorized Signatories for the same.
- (ix) The bid, and in case of successful bid the specified Form of Agreement, shall be signed so as to be legally binding on all consortium members (as per enclosed format in bidding document).
- (x) The Lead Consortium Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the consortium, and the entire execution of the contract shall be done with the Lead Consortium Member and payment under the contract shall be received by the Lead Consortium Member on behalf of the consortium as per power conferred to him in the Power of Attorney.
- (xi) The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms , while other Consortium Members shall be liable severally for their portion of work. The statement to this effect shall be provided along with EOI cum RFP submissions including the Bid Form and Contract (in case of successful bid).
- (xii) The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms, while other consortium members shall be liable severally for their portion of work. Only the Lead Consortium Member shall have the authority to conduct all businesses for and on behalf of the

consortium during the bidding process and, in the event the consortium is awarded the Contract cannot be altered.

- (xiii) Without prejudice to clause (xii) above, for the purpose of fulfilment of obligations as laid down under the Contract where the SFAC deems fit and unless the context requires otherwise, contractor shall refer to the Lead Member who shall be the sole point of interface between the SFAC and the Consortium and would be absolutely accountable for the performance of its own, the other members of the consortium and/or its team's functions as also the subcontractors.
- (xiv) All payments shall be made by the SFAC in favour of the Lead Consortium Member.

#### **1.7.6 Debarment :**

Debarment rules as prescribed in GFR, 2017, shall be applicable, as follows:

- (i) A bidder shall be debarred if he has been convicted of an offence;
  - i under the Prevention of Corruption Act, 1988 ( an amendment thereof);
  - or
  - ii the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.
- (iii) The SFAC may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

#### **1.7.7 Appointment of Consultant**

##### **1.7.7.1 Award Criteria**

The SFAC will award the contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

**1.7.7.2 Right to accept any proposal and to reject any or all proposal(s)**

The SFAC reserves the right to accept or reject any proposal, and to annul the tendering process/Public procurement process and reject all proposals at any time prior to award of the contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for action of the SFAC

**1.7.7.3 Signing of Contract**

On submission of performance guarantee by the successful bidder, the SFAC shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the SFAC and the successful bidder.

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**Performa of Bid Security Declaration in lieu of EMD**

(To be submitted by bidder on its Company Letterhead (scanned copy))

It is here by submitted that if I/We ..... (Name of bidder/firm/company) withdraw or modify the bids during period of validity, or if I/We..... (Name of bidder/firm/company) are awarded the contract and I/We..... (Name of bidder/firm/company) fail to sign the contract or to submit a performance security before the deadline defined in the tender documents, I/We..... (Name of bidder/firm/company) will be suspended to take part in SFAC’s tendering process for the period of one years from the date of occurrence of the above mentioned default.”

Date:

**Authorized Signatory**  
**Name & Seal**