

Tender No. IFCI/ Services/Audi/2019-20 -

Dated: May 22, 2019

INVITATION OF BIDS / OFFERS

FROM

ELIGIBLE BUYERS

FOR

SALE OF IFCI STAFF CAR

MAKE – AUDI-A6 (DIESEL), MODEL – APRIL, 2010

REGISTRATION NO. DL-3C-BM-6553

REQUEST FOR PROPOSAL



**IFCI Tower, 61, Nehru Place
New Delhi 110 019**

Date of Issue: Wednesday, May 22, 2019.

Last Date of Submission: Tuesday, June 25, 2019 upto 15:00 hours (IST).

Disclaimer

- i. This Request for Proposal (“RFP”) is not an offer by IFCI Limited but an invitation to receive offers from interested and eligible parties. The purpose of this RFP is to provide the necessary information to such interested and eligible parties that may be useful.
- ii. No contractual obligation whatsoever shall arise from the RFP process.
- iii. IFCI Limited reserves the right to modify or even not to proceed with the transaction.

1. Background

1.1 IFCI Limited (“IFCI”) is the oldest Development Financial Institution of the country set-up in 1948 as a statutory corporation under Industrial Finance Corporation Act, 1948 (IFC Act) for providing medium and long-term finance to the Industrial sector and presently, a Government Company in terms of Section 2(45) of Companies Act, 2013 with Government of India’s shareholding of 56.42% of the total paid up share capital of IFCI. IFCI is also registered with Reserve Bank of India (RBI) as a Systemically Important Non-Deposit taking Non-Banking Finance Company (NBFC-ND-SI). The primary business of IFCI is to provide short-term, medium-term and long-term financial assistance to the manufacturing, services and infrastructure sectors.

2. Objective

- The staff car Audi-A6 (Diesel) having registration no. DL-3C-BM-6553 was purchased by IFCI in the year 2010 and the date of delivery was 22 April, 2010. The model description is As Sal. TDI2.7 V6140. The vehicle is in superb running condition & kms run is 1,10,000 kms approx.
- 2.1 IFCI intends to sell the above mentioned staff car through a competitive bidding process to be submitted by the eligible buyers (Except Non Resident) hereinafter called “Bidder”, on highest price basis.
 - 2.2 The staff car will be sold to Bidder quoting the **highest price per share** subject to fulfillment of eligibility criteria and other terms, as specified further in this document hereinafter referred to as “Request for Proposal (RFP)”.
 - 2.3 The **Minimum Reserved Price** has been fixed at **Rs. 7,37,000/-** plus applicable GST/ Taxes.

3. Eligibility Criteria :

- 3.1 The Bidders must satisfy the following eligibility criteria before submitting their proposals:
- i. The bid may be submitted by any company incorporated / registered in India (Except Non Resident) including Insurance Companies, Statutory Corporation, Mutual Funds, Scheduled Commercial Banks, Public Sector Undertaking, State/ Central Government Department / Institution and, any Body Corporate or Trust, LLPs, Resident Individuals etc. eligible for outright purchasing the car on "AS IS WHERE IS BASIS".
 - ii. The Bidders cannot submit bids in consortium with other parties. Bid submitted on consortium basis will be summarily rejected.
 - iii. An **Earnest Money Deposit ("EMD") of Rs.50,000/-** (Rupees Fifty thousand only) is to be submitted with the bid in form of a **Demand Draft**. The bids without EMD will summarily be rejected.
 - iv. Following, self-attested (and / or duly stamped and signed by Authorized Signatory in case of Non Individual) KYC documents should accompany the proposal:
 - v. IFCI shall have the right to reject the bid in case of non-submission of any KYC document.
 - vi. A declaration is to be submitted in case of Non – Applicability of any of the below stated KYC documents.

KYC For Individuals	KYC For Non Individuals
1. Copy of PAN Card	1. Certificate of Incorporation
2. Copy of Adhaar Card.	2. Copy of PAN Card
3. Copy of Address Proof (Presently Valid Document, latest electricity bill)	3. Last years' Income Tax Return
4. Four Passport Size Photographs (Self Attested)	4. GST Registration Certificate
5. Last years' Income Tax Return (Self Attested)	5. Declaration on letter head of no criminal record
6. Self-Declaration of no criminal record	6. KYC documents of all the Directors as detailed for Individuals
7. Any other details/ information considered relevant.	7. Any other details/ information considered relevant.
8. A self-declaration from the bidder that the source of funds for the purchase of car is through legitimate	8. A self-declaration from the bidder that the source of funds for the purchase of car is through

Tender Document for Sale of IFCI Staff Car

means and not acquired through any illegal activity/business.	legitimate means and not acquired through any illegal activity/business.
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- vii. IFCI shall have the right to reject the bid with less than the Minimum Reserved Price.
- viii. In case of non-acceptance of the selected bidder, at any stage and due to any reason, the bid will be rejected and the offer may be made to the next higher bidder at discretion of IFCI.

4. Submission of Proposals:

- i. The proposals should be submitted in physical mode only.
- ii. The Proposal is to be submitted in two parts each contained in separate sealed envelopes and both put in a single main envelop viz.
- (A) **Envelope –I**, super scribed as Bid For Purchase of staff car from IFCI, should contain following documents.
- Proposal for Purchase of staff car from IFCI as prescribed in **Annexure-I**.
 - KYC documents of the Bidder.
 - Demand Draft of EMD of Rs.50,000/-.
 - Contact details including Phone Number, Email ID etc. of the authorized person should be clearly mentioned.
- (B) **Envelope – II Financial Proposal as per Annexure-II**.
- iii. The whole proposal shall be contained in one common envelope. The envelope shall clearly mention;
- Date,
 - Bidder's Name,
 - Address,
 - And Superscribed "**Bid for Purchase of IFCI's Staff Car**".
 - The Bid amount to be quoted exclusive of the applicable GST/ Taxes, which is to be paid extra by the buyer.

Note: The envelope is to be dropped in a Box kept on Ground Floor, IFCI Tower, 61, Nehru Place, New Delhi -110 019 captioned "**Bid for Purchase of IFCI's Staff Car**" positively **by 15:00 hrs (IST) on Tuesday, June 25, 2019.**

- iv. The EMD may be deposited in form of a Demand Draft in favour of “**IFCI Limited**”, payable at New Delhi. EMD will be adjusted with the sale consideration, to be paid by the buyer. However the EMD of the unsuccessful buyers will be refunded. No interest whatsoever shall be payable at the time of refund of the EMD to the unsuccessful buyers.
- v. The **Bids shall be valid till 31st July, 2019**. However IFCI reserves the right to terminate the process at any time at its sole discretion.

5. Inspection of Vehicle

The prospective Bidder(s), may physically inspect the vehicle on any Friday between 1PM to 2PM in IFCI Parking Area at Nehru Place. Test Driving/ Operations of the car will not be permitted.

6. Authorized Signatory

The proposals should be complete with all documents duly signed by authorized signatory. All information/ details are required to be supported by documents duly certified by the authorized signatory. Proof of the Authorized Signatory having the authority to sign the documents (Copy of Board Resolution/ Power of Attorney) must be enclosed.

7. Opening of Bids

The bidder(s) will have no right to refuse or alter the bid submitted. However, IFCI will have the right to cancel the sale and forfeit the EMD, in case the bidder refuses to buy the car. However the decision of IFCI will be final.

8. Disqualification:

- i. IFCI shall not consider for the purpose of qualification any bid that is found to be incomplete in content and/or attachments and/or legal capacity/authenticity.
- ii. Without prejudice to any other rights or remedies available to IFCI, the Bidder may be disqualified and its bid may be dropped from further consideration for any reason whatsoever including but not limited to those listed below:
 - (a) Misrepresentation by the Bidder / Investor;

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- (b) Failure on the part of the Bidder to provide necessary and sufficient information / documents required to be provided in the Sale Process;
 - (c) Failure to comply with the terms and conditions mentioned in the Tender Document;
 - (d) If the bid is not as per the format prescribed in the Tender Document;
 - (e) If the bid is not accompanied with the required documents and bid deposit (EMD).
 - (f) If the bid and other documents are not signed by the authorized signatory of the Bidder.

If any information comes to the knowledge of IFCI which would have entitled IFCI based on the prescribed Tender Document/ submission requirement specified above, to reject or disqualify the Bidder, IFCI reserves the right to reject the Bid of the Bidder at the instant time, or at any time thereafter as and when such information comes to the knowledge of IFCI and the bid deposit shall be forfeited or Bank Guarantee may be invoked, as the case maybe, in such cases.

9. Other terms and conditions

- (i) The proposal should be submitted in English language.
- (ii) The delivery of Car shall be given to the selected bidder, after full payment of the Bid amount plus applicable GST/ Taxes. Any other charges towards transfer of Car shall be borne by the selected Bidder. IFCI shall not entertain any claim or correspondence in this regard.
- (iii) The sale of car is strictly on "AS IS WHERE IS BASIS".
- (iv) The Bidder(s) are required to do their independent assessment about the operations and other information about the car. IFCI shall not be responsible for any issue(s) raised by the Bidder in future. It is the responsibility of selected Bidder to get the Car transferred in his/ her name without any delay. IFCI will not be held responsible for any liability arising, after the transaction is concluded.
- (v) IFCI reserves the right to reject any or all Proposals without assigning any reason thereof as well as the right to add/ delete/ modify any one or more of the terms and conditions. IFCI also reserves the right not to offer the car to any of the Bidder(s) and may terminate the sale process, without thereby incurring any liability.
- (vi) IFCI shall not in any way be held responsible for any procedural delay and shall not be assigned any financial loss caused during the process.

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- (vii) IFCI reserves the right to discontinue the sale of car in favor of highest Bidder for any reason at any point of time, without assigning any reason, in the event the process is called off. Further, IFCI reserves the right to discontinue the sale of car in favor of highest Bidder at any point of time on account of force-majeure or unsatisfactory response / act by the Bidder.
- (viii) IFCI reserves the right to withdraw the RFP at any time before signing of a definite Contract (if any), without assigning any reason and shall not be held liable for any losses or damages caused by such withdrawal. The withdrawal of RFP would be by giving intimation through IFCI's website.
- (ix) The decision of IFCI in regard to acceptance or non-acceptance of the proposal will be final and binding on the Bidders.
- (x) The Bidder is required to comply with the all the guidelines issued by Central Vigilance Commission (CVC), Government of India relating to purchase of car (if any).
- (xi) The corrigendum/addendum/intimation of extension of last date, if any will be uploaded on IFCI's website www.ifcilttd.com

10. Dispute Settlement

- 12.1 Disputes, if any, arising between the successful bidder and IFCI shall be mutually settled without any obligation on any party. However, in the event of non-settlement of disputes through amicable means, such disputes shall be referred to an Arbitrator as per Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator who shall be mutually appointed by both the parties. The venue of the Arbitration shall be New Delhi only and the language shall be Hindi/English and Jurisdiction under the Act of 1996 (as amended from time to time) shall vest with the Courts of New Delhi.
- 12.2 All matters relating to the sale process of the car by IFCI and the bidding procedure thereof shall be governed by the laws of Union of India.

ANNEXURE - I

ANNEXURE - I

**LETTER OF PROPOSAL SUBMISSION
Technical Proposal
(On the Letter Head of the Bidder)**

Date:

To,
The General Manager (Services)
IFCI Limited, IFCI Tower
61, Nehru Place
New Delhi - 110 019

Ref: Request for Proposal (RFP) dated: May 22, 2019

Sub: Invitation of bids / offers from Eligible Buyers for Sale of IFCI Staff Car.

Sir,

I (Full Name of Buyer) OR being duly authorized to represent and act on behalf of..... (Name of the Concern), and having reviewed and fully understood all of the requirements of the Request for Proposal (RFP) provided, I / we hereby make an application for the purchase/buying of Audi-A6 car from IFCI, as contained in the RFP No..... dated

I / We certify that I/we..... (Name of the Bidder) satisfy the eligibility criteria provided in para '3' of the RFP and I/we have provided other necessary documents as mentioned in the RFP dated..... including those in support of the eligibility criteria.

I / We also acknowledge that in case of misrepresentation of the information furnished to IFCI, our proposal shall be rejected / terminated summarily, which shall be binding on us.

I/We also enclose the Financial Proposal as per **Annexure II** of the RFP.

Yours sincerely,

Signature

Name (Authorised Signatory)

For and on behalf of (Name of the concern, if applicable)

ANNEXURE - II

(FORMAT FOR FINANCIAL PROPOSAL)

FINANCIAL PROPOSAL

(To be submitted on the Letter Head of the Bidder (except Individuals))

Date:

To,

The General Manager (Services)
IFCI Limited, IFCI Tower
61, Nehru Place
New Delhi - 110 019

Ref: Request for Proposal (RFP) dated: May 22, 2019

Sub: Invitation of bids / offers from Eligible Buyers for Sale of IFCI Staff Car.

Sir,

I/We have perused the Request for Proposal (RFP), No..... dated, for the subject and other details and am / are willing to buy Audi-A6 car from IFCI as per terms and conditions stipulated in the RFP document.

Our unconditional offer, for outright purchase of staff car is as under:

- I. Total Amount Rs.
- II. This offer is valid till July 31st 2019.
- III. EMD for Rs.50,000/- is enclosed separately.

I / We undertake to pay the full bid amount plus applicable GST/ Taxes, in case our bid is selected. I/ We further undertake that any statutory dues/ GST/ Taxes payable towards the transaction, shall be paid by me without any demure, at any time on demand from IFCI. Transfer Charges/ Insurance or any other expenditure relating to the Car purchased, shall be borne by me.

I/ We undertake that after conclusion of transaction, the purchased Car will be transferred in my/ our name without any delay.

Signature of Bidder / Authorized Person

Name:

For and on behalf of