



Rural Electrification Corporation Limited

A Government of India Enterprise

Core-4, SCOPE Complex, 7 Lodi Road, New Delhi-110 003,

Tel. : 24365161, Fax: 24360644, E-mail: reccorp@recl.nic.in. Website: www.recindia.nic.in

NOTICE INVITING TENDERS (NIT) FOR DISPOSAL OF OLD OFFICE CARS

TENDER DOCUMENT

1. Rural Electrification Corporation Limited (REC), a Government of India Enterprise, invites '**Sealed Bids**' for disposal of old office cars as per details given in Annexure-I. The terms and conditions for participation in the bidding process are given in Annexure-2. The rates are to be quoted in the prescribed format given in Annexure-3.
2. The bids are to be sent in sealed envelope superscribed as '**BID FOR DISPOSAL OF OLD OFFICE CARS**'. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to :-

Shri A.K. Arora,
DGM (Administration),
Rural Electrification Corporation Limited,
Core-4, SCOPE Complex,
NEW DELHI – 110 003

3. The sealed bids will be received by REC upto 3.00 PM on 14th September, 2009. Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Techno-Commercial bids will be opened on the same date at 4.00 PM in the presence of the representatives of the bidders present. Date of opening of financial bids of such firms which meet the prescribed techno-commercial criteria will be notified separately.
4. Earnest Money (EMD) of Rs.2000/- per quoted vehicle (Rupees two thousand/vehicle only) should accompany the **bid document**. The EMD shall be paid in the form of Demand Draft/Banker Cheque from a Nationalized bank/Scheduled commercial bank in favour of Rural Electrification Corporation Limited payable at New Delhi. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected by REC.
5. The EMD shall be forfeited if the bidder withdraws his bid during the period of bid validity.
6. The bid shall remain valid for a period of 2 months from the date of receipt of the bid.
7. **RATES AND PRICES**

7.1 Bidders should quote the rates in the format given at Annexure-3.

- 7.2 The rates quoted by the bidders for purchase of old cars will be all inclusive and on 'As is whereis basis'. Any statutory or other charges will be borne by the bidder only. Successful bidders will take possession of the vehicle on a date and time specified by REC and will arrange for transportation of the same on the same day at own expense.

8. EVALUATION CRITERIA

The Car will be disposed off on the basis of highest rates received for each vehicle. However, REC reserves the right to withdraw any or all the vehicles from the bidding process in case the Committee constituted for the purpose suggests that the quotes received are much less than the reasonable market price.

9. TERMS OF PAYMENT

Successful bidder/s will remit the requisite sum with the REC as per terms and conditions given in Annexure-2.

10. LIQUIDATED DAMAGES FOR DELAY IN SUPPLY

Time is essence of the contract. The successful bidder must adhere to the time limit. Failure to deposit the requisite sum before the stipulated date/time, will entail forfeiture of EMD. After delivery of the vehicle, REC will not be responsible for any damages to the vehicle or person.

11. CONCILIATION/ ARBITRATION

- 11.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CMD, REC.
- 11.2 In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD, REC.
- 11.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- 11.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- 11.5 The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- 11.6 The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

12. FORCE MAJEURE

- 12.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- 12.2 The term “Force Majeure” as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely REC and the Contractor.
- 12.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, REC shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.
- 12.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

13. APPLICABLE LAW AND JURISDICTION

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

14. No alternative offer shall be considered.
15. REC reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of REC's action.
16. REC reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.
17. Any clarification on the documents may be obtained from:-

Shri A.K. Arora DGM (Administration), Rural Electrification Corporation Limited, Core-4, SCOPE Complex, <u>NEW DELHI – 110 003.</u> Telephone No: 24366921	Mr. J.S. Pal Chief Manager (Admn.) Rural Electrification Corporation Limited, Core-4, SCOPE Complex, <u>NEW DELHI – 110 003.</u> Telephone No: 24365373
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Annexure - I

Details of old Vehicles proposed to be disposed off

Sl. No.	Make	Model & Vehicle No.	Date of Purchase	Approx.kms. run as on 31st May, 09
1	Maruti	Maruti Esteem DL-2C L-2839	July-1998	313630
2	Maruti	Maruti Zen DL-2C L-4474	April-1999	266367
3	Maruti	Maruti Van AS-23 A-4740	Dec-1998	176263
4	Maruti	Maruti Esteem DL-4C L-4084	March-2001	174,000
5	Maruti	Maruti Esteem DL-4C L-4085	March-2001	179284
6	Maruti	Maruti Van DL-2C V-2915	March-2002	211510
7	Maruti	Maruti Esteem DL-4C L-4557	March-2001	172986
8	Hindustan Motors	Ambassador HP-03-2844	Jan-1998	120,932
9	Fiat	Fiat UNO DL-3C P-1109	March-1999	119,875

Terms and conditions for disposal of REC old Cars

1. Introduction

Rural Electrification Corporation Ltd. (REC), a Government of India Undertaking, with its office at Core-4, SCOPE Complex, Lodhi Road, New Delhi, is desirous of sale of nine numbers (9) of old vehicles. The details of vehicle to be sold is enlisted in Annexure-I.

2. Bids submission and opening

Sealed bids are required to be submitted on or before 1500 hrs. of 14th Sept., 2009 at REC's Corporate Office at Core-4, SCOPE Complex, Lodhi Road, New Delhi. The bids will be opened at 1600 hrs. of 14th Sept., 2009 in the same office in presence of bidders who prefer to be present.

Bid documents are also available on REC website <http://recindia.nic.in/>

3. Bid Validity

All bids shall be valid for minimum 60 days, from the date of bid opening.

4. Inspection by bidders

Bidders may physically visit, inspect the vehicles before putting in their bid. Shri J.S. Pal, Chief Manager (Admn) (Telephone No. 24365371) may be contacted for inspection of cars on any working day. Inspection of vehicles may be done from 3-5 PM on any working day upto 11.9.09.

5. Eligibility Criteria

Bids could be submitted by vehicle dealers (Maruti, Suzuki or otherwise), any agency or individuals including REC employees supplying requisite EMD & fulfilling other criteria provided else where in the bid documents.

6. Payment

The vehicles shall be handed over to the successful bidder against 100% deposit of order value, after adjusting the EMD amount.

7. Mode of payment

Payment would be accepted by REC in the form of DD. The payment has to be submitted by the successful bidder within 7 days of the date of work

order, failing which the bidder has to pay additional amount for every day of the delay with an interest of 12% per annum. However, if the bidder fails to submit the amount within one month of the work order, the order would be cancelled and his EMD shall be forfeited.

8. Registration and transfer of Cars

The bidders will be issued the requisite forms for transfer of vehicles by REC. The successful bidder(s) will ensure transfer of the vehicle/s within a period of one month at own expense. No correspondence about transfer of vehicles will be entertained by REC.

9. Delivery of Vehicles

The successful bidder(s) will arrange for taking delivery of the Car(s) at a date and time specified by REC and will arrange for its transportation at own expense. REC will not be responsible for any damage to the vehicle/person after handing over delivery of the vehicle(s)

DISPOSAL OF OLD OFFICE CARS – FINANCIAL BID (RATE QUOTED)

1. THE FIRM/Individual

a) Name _____

b) Address _____

c) Contact Person's

i) Name & Design. _____

ii) Address _____

iii) Tel No. Landline _____ **Mobile** _____

iv) Email ID _____

2. ID Proof (Pl. enclose photocopy of Identity e.g. driving licence, ration card, voter id card, registered address proof, etc.)

3. PAN No. : _____
(Please enclose photocopy)

4. Earnest money details : DD No. _____ dated _____
Amount Rs. _____ (Rs.2000 x no. of cars quoted)
Drawn On _____

5 Rates quoted for purchase of old Cars

Sl. No.	Make	Model & Vehicle Regn. No.	Quoted Price (all inclusive)
1	Maruti	Maruti Esteem DL-2C L-2839	
2	Maruti	Maruti Zen DL-2C L-4474	
3	Maruti	Maruti Van AS-23 A-4740	
4	Maruti	Maruti Esteem DL-4C L-4084	
5	Maruti	Maruti Esteem DL-4C L-4085	
6	Maruti	Maruti Van DL-2C V-2915	
7	Maruti	Maruti Esteem DL-4C L-4557	
8	General Motors	Ambassador HP-03-2844	
9	Fiat	Fiat UNO DL-3C P-1109	

Total(in figures) Rs. _____

Total (in words) Rs. _____

The terms and conditions contained in the Tender Document are acceptable to me/us.

Signatures of authorized person

Name _____

Seal (if any)