



PEC LIMITED

(A Govt of India Enterprise)

**307, "THE SUMMIT - BUSINESS BAY",
OPP. CINEMAX, CHAKALA, ANDHERI - KURLA ROAD,
ANDHERI (E) - MUMBAI - 400 093**

(Head Office: "HANSALAYA", 15- BARAKHAMBHA ROAD,
NEW DELHI -110001)

**TENDER FOR SALE OF ROUGH DIAMONDS STORED AT PEC'S LOCKER
WITH BANK OF INDIA, ZAVERI BAZAR, MUMBAI.**

TENDER NO: PEC/RD/2016-17/01 DATED:20.01.2017

**Tender Closing Time & Date: 1500 Hrs Indian Standard Time (IST) on
Monday, 13.02.2017**

PEC Limited (A Government of India Enterprise), 307, "The Summit - Business Bay", Opp. Cinemax, Chakala, Andheri - Kurla Road, Andheri (E) - Mumbai - 400 093, Head Office at "Hansalaya", 15 Barakhamba Road, New Delhi – 110 001, India invites bids from interested Buyers for sale of Rough Diamonds stored at PEC's locker with Bank of India, Zaveri Bazar, Mumbai, as per the terms and conditions prescribed hereunder:-

1. COMMODITY:

3680.18 carats Rough Diamonds.

2. PACKING:

As per the Packing List enclosed as Annexure "A"

3. QUANTITY FOR SALE:

The quantity of Rough Diamonds being offered by PEC for sale is 3680.18 carats on **as is whatever there is basis**. These Rough Diamonds were imported by PEC from Belgium during the F/y 2011-12.

- Tenderers to submit bid for atleast one complete lot as per Annexure "A".
- Bids received for less than the minimum quantity shall not be considered.

4. LOCATION:

Rough Diamonds are stored at PEC's locker with Bank of India, Zaveri Bazar, Mumbai.

5. PRICE:

Price to be quoted against each desired Lot/ Lots of Rough Diamonds on as is whatever there is basis. **The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the tenderers.**

6. SALES TAX & OTHER TAXES:

Sales Tax/ VAT/ CST etc or any other taxes applicable will be borne by the buyer, in addition to the price offered by them and payment shall be made upfront. All duties/cess/custom duty/ excise duty/expenses etc as payable and attached to the rough diamonds shall also be borne by the successful tenderer(s).

7. INSPECTION OF DIAMONDS:

Interested tenderer(s) may inspect the rough diamonds during the banking hours of 1500 hrs to 1700 hrs from 06.02.2017 to 10.02.2017 at PEC's locker with Bank of India, Zaveri Bazar, Mumbai, before participating in the Tender. Authorized official(s) of PEC shall be presented at the time of inspection of diamonds. In this regard, tenderers may mail to PEC Mumbai, at the following mail Id:- pecmumbai@peclimited.com .

8. EARNEST MONEY:

(a) Bid shall be accompanied with an earnest money deposit of 5% of the total value of bid by way of demand draft drawn on any one of the Nationalised Banks / Scheduled Banks, payable at Mumbai or pay order in favour of PEC Limited, Mumbai.

(b) Funds transferred on or before the tender closing date & time through RTGS/NEFT/Bank Transfer, to PEC's Bank account shall also be accepted as Earnest Money Deposit. Bank Account details are as under:-

Beneficiary's Name	: PEC LIMITED
Name and Address of Bank	: State Bank of India, CAG Branch, Jawahar Vyapar Bhavan 1, Tolstoy Marg, New Delhi-110001
Account Number	: 10813608603
IFS Code	: SBIN0009996

Funds transferred through RTGS/NEFT/Bank Transfer should be credited in PEC's Bank account before tender closing date & time.

9. SUBMISSION OF BIDS:

The Bid should be submitted in two parts in original i.e. Part I (Earnest Money) and Part II (Price Bid). Covers should be sealed separately and both sealed covers shall be kept in outer envelope with name and address of the tenderer and the sealed covers

Tender No PEC/RD/2016-17/01 DATED: 20.01.2017

should be superscribed as " Tender No PEC/RD/2016-17/01 DATED: 20.01.2017" and addressed to PEC Limited, 307,"The Summit - Business Bay", Opp. Cinemax, Chakala, Andheri - Kurla Road, Andheri (E) - Mumbai - 400 093, Tel No: 022-26849390/26843892. Bids should be submitted in the prescribed form duly signed and stamped on each page by the tenderer. The bids completed in all respects should be submitted in sealed envelope, **latest by 1500 hrs. IST on 13.02.2017** at the above address of PEC Mumbai.

The sealed envelope should contain the followings envelopes:-

Part I (Earnest Money):-

Demand Draft/ Pay Order or details of the fund transferred to PEC as per para 8 above.

Part II (Price Bid):-

- (a) Dully filled and signed Price Bid as per Annexure-B (page no. 7 and 8)
- (b) Tender document duly signed by the tenderer as token of acceptance of terms and conditions of the tender (Page No1 to 5).

10. OPENING OF BIDS:

- (a) The bids shall be opened at 1600 hrs. IST on same day i.e. **13.02.2017** in the office premises of PEC Limited,Mumbai i.e. 307,"The Summit - Business Bay", Opp. Cinemax, Chakala, Andheri - Kurla Road, Andheri (E) - Mumbai - 400 093.
- (b) If the date fixed for opening the tender happens to be a holiday, the sealed tenders will be opened at 14:15 hrs on the next working day.
- (c) Price Bids (Part II) of those Tenderers will be opened who had given Earnest Money as para 8 above in Part I.
- (d) Any tenderer willing to participate in the tender opening process may attend directly or depute their Representative **through proper authorisation by tenderer.**
- (e) Incomplete/ deficient bids or bids received after the closing time and date shall not be accepted.

11. VALIDITY OF BIDS & ISSUE OF ACCEPTANCE LETTER TO SUCCESSFUL TENDERER(S):

- (a) Bids should remain valid till up to 18:00 HRS IST on 27.02.2017.
- (b) PEC will issue Letter(s) of acceptance to the successful tenderer(s), by Fax or E-mail or Registered Post/Courier, as per details given by tenderers in Annexure "B", within the validity of offer i.e., by 18:00 HRS IST on 27.02.2017.

12. DOCUMENTS CONSTITUTING CONTRACT:

The Invitation of Bids, the terms and conditions of Tender, Bid of the Buyer and Letter of Acceptance issued by PEC along with any amendment issued, shall constitute the Contract between the Buyer and the Seller.

13. DELIVERY TERMS:

Diamonds will be delivered to successful tenderers, as per tender terms, at PEC's bank locker at Bank of India, Zaveri Bazar, Mumbai, on as is whatever there is basis. The sale shall be on "As is whatever there is basis". The intending tenderer if desires, may inspect the diamonds as per para 7 above, before submitting their bid, to satisfy themselves as to the quantity and quality of rough diamonds. As Rough Diamonds are sold on "As is whatever there is basis" no dispute as to quantity and quality of rough diamonds will be entertained after submission and outcome of tender.

In case the successful tenderer fails to make payment of the contracted value of the bid as per terms of Tender, apart from forfeiting the earnest money of 5% of the bid amount, PEC Ltd shall also have the right to recover loss caused to PEC due to difference in the next bid received by it, if lower, and expenses incurred by PEC in conducting fresh sale.

14. PAYMENT TERMS AND LIFTING OF THE STOCK:

The successful Tenderer(s) will be required to lift the entire accepted quantity of Rough Diamonds within 15 days from the date of letter of acceptance issued by PEC after paying full sale amount for the quantity to be lifted, in advance, to PEC by way of demand draft/RTGS/PO failing which PEC will have liberty to dispose of the rough diamonds at the risk and cost of the tenderer and the 5% earnest money deposited by the tenderer(s) will be forfeited. No part payment shall be accepted. No segregation of Rough Diamonds will be permitted while lifting.

15. OTHER CONDITIONS:

- (a) Unsuccessful tenderers will be refunded the Earnest Money Deposit after communication to successful tenderers.
- (b) The Earnest Money shall not carry any interest.
- (c) Corrupt Practices: The tenderer and their respective officers, employees, agents shall observe the highest standard of ethics during the Bidding Process and during the subsistence of the tender. Notwithstanding anything to the contrary contained herein or in the tender terms, PEC shall reject the bid, withdraw the LOI, or terminate the Tender, as the case may be, if it determines that the tenderer, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice or undesirable practice in the Bidding Process. In such an event, PEC may forfeit the EMD in addition to initiating criminal and civil proceedings as per applicable laws.

- (d) PEC reserves the right to cancel the tender/ awarding the tender without assigning any reasons before or after the bidding process and also without prior notice, without any liability to PEC.
- (e) PEC Limited reserves the right to accept/ reject the partial/ whole bid submitted by the tenderer without offering any reasons to tenderers, without any liability to PEC.
- (f) The bid should be filed neatly and accurately. Any alterations, erasures, overwriting would render the tender form invalid unless the alterations, overwriting and erasures are neatly carried out and are duly attested by the signature of the tenderer.
- (g) Since the tender document shall be made available at PEC website, any discrepancy in the copy downloaded from the website and the master copy at head office, the latter shall prevail.
- (h) Conditional tenders shall not be accepted.
- (i) In case of any dispute regarding tender conditions arises, decision of Chairman of PEC LTD shall be final and binding.

16. INDEMNIFICATION :

The tenderer shall at all times indemnify PEC against all the liability, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of or resulting from violation of any of the laws by the tenderer or in any way connected with the acts, negligence, breach, failure to perform under the tender.

17. FORCE MAJEURE :

'Force Majeure Event' will mean the occurrence of an act of war, invasion, act of foreign enemies, terrorism or civil disorder; earthquake or any other natural disaster or any other unforeseeable circumstances beyond the control (and not arising out of any fault/inaction/malafide/concealment/violation/commercial non-viability and the likes on the part of the party relying or claiming under this clause) which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement.

(ii) Where there is an event of Force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the events of force majeure preventing that party from , or delaying that party in performing its obligations under this agreement and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.

However notwithstanding the above, during the subsistence of Force Majeure Clause, successful tenderer(s) shall remain and will be liable for payment of interest, costs etc as per the tender, till repayment.

(iii) An event of force majeure does not relieve successful tenderer(s) from liability for an obligation which arose before the occurrence of that event, nor does that affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

18. CANCELLATION OF CONTRACT:

In case of non-compliance of terms of tender by the successful tenderer for reason other than force Majeure, shall entitle PEC at its option to cancel the tender and recover damage besides forfeiture of EMD consequent to cancellation of the tender.

19. ARBITRATION:

In case of any dispute or difference whatsoever arising between the parties out of or in connection with this tender, the same shall be mutually discussed and amicably settled between the parties failing which the dispute shall be settled by arbitration in accordance with the rules of arbitration of the Delhi International Arbitration Centre (DAC) and the award made in pursuance thereof shall be binding on the parties. Procedure shall be followed as per Indian Law and The Arbitration and the Conciliation Act 1996 shall be applicable to the arbitration under this clause.

Sd/-
PEC Limited

I/We have read and understand the terms and Conditions.
I/We agree to abide by all above mentioned Terms and Conditions.

For M/s _____

Partner/Proprietor/Director/Authorized Signatory

ANNEXURE A

Packing List

LC No	Lot Number	Qty. Carats
34	1	573.92
	2	269.33
66	3	451.31
	4	214.67
	5	249.19
	6	49.02
	7	235.99
	8	250.05
81	9	552.25
	10	290.15
	11	475.20
	12	69.10

Total

3680.18

ANNEXURE – B

PRICE BID

(To be completed by tenderer)

Part-A

1. Name of Tenderer Company / Firm :
2. Address of Tenderer :
3. PAN No of Tenderer :
4. VAT Registration No :
5. CST Registration No :
6. Name of Contact Person :
5. Mobile No :
6. Office No of Tenderer :
7. Fax No (If any) :
8. Email Address of Tenderer :

Part B

A) Details of BID VALUE:

Demand Draft No.	Date	Drawn On	Amount (INR)

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B) Price Offered:

LC No	Lot Number	Qty. Carats	Please Tick against the desired Lot/Lots	Price Offered (Rs)
34	1	573.92		
	2	269.33		
66	3	451.31		
	4	214.67		
	5	249.19		
	6	49.02		
	7	235.99		
	8	250.05		
81	9	552.25		
	10	290.15		
	11	475.20		
	12	69.10		
Total				Rs

Note;

- (1) VAT/ CST or any other taxes applicable will be borne by the successful tenderer(s), in addition to the price offered as above.
- (2) Tenderers should give their quotes against each desired Lot/ Lot(s) of Rough Diamonds.

Name, Designation & Signature of the Tenderer