

OIL INDIA LIMITED
(A Govt.of India Enterprise)
NEF Project, Duliajan

Tender No. & Date : D204690L15 26.08.2014

Bid Security Amount : INR 0.00 OR USD 0.00
(or equivalent Amount in any currency)

Bidding Type : Single Bid (Composite Bid)

Bid Closing On : 23.09.2014 at 13:00 hrs. (IST)

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Performance Guarantee : Applicable

OIL INDIA LIMITED invites Limited tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
20 05037802	ROCK BIT, SOFT FORMATION, JET CIRCULATION, TRI-CONE, INSERT TOOTH, API MONOGRAM AS PER API SPEC. 7-1 Bit Size : 660.4mm (26") Pin Size : 193.675 mm (7-5/8") API Regular I.A.D.C. : 4-1-5 Nozzles : 24/32" Set 26/32" Set 28/32" Set (1 Set = 3 Nos. of Nozzles together with required 'O' ring cir clips,etc.)	4	NO
40 05037804	Bit Size : 444.5mm (17-1/2") Pin Size : 193.675 mm (7-5/8") API Regular I.A.D.C. : 4-3-7 Nozzles : 20/32" Set 22/32" Set 24/32" Set (1 Set = 3 Nos. of Nozzles together with required 'O' ring cir clips, etc.)	4	NO
10 05037801	ROCK BIT, SOFT FORMATION, JET CIRCULATION, TRI CONE, MILLED TOOTH, API MONOGRAM AS PER API SPEC.7-1 Bit Size : 660.4mm (26") Pin Size : 193.675 mm (7-5/8") API Regular I.A.D.C. : 1-3-5 Nozzles : 24/32" Set 26/32" Set 28/32" Set (1 Set = 3 Nos. of Nozzles together with required 'O' ring cir clips, etc.)	4	NO
30 05037803	Bit Size : 444.5mm (17-1/2") Pin Size : 193.675 mm (7-5/8") API Regular I.A.D.C. : 1-3-7 Nozzles : 20/32" Set 22/32" Set 24/32" Set (1 Set = 3 Nos. of Nozzles together with required 'O' ring cir clips, etc.)	5	NO

Note description for item no./nos. : 10, 20, 30, 40

Notes: Bidders to confirm/ forward the following with the quotation:

- a) Copy of valid API Specification 7-1 certificate.
- b) Catalogue/ Literature of the offered bit indicating complete technical specifications.
- c) Bits must be marked as per API Specification 7 including API Monogram.

Special Notes : 1.0 The items covered by this tender shall be used by OIL INDIA LIMITED in the PEL/ML areas which are issued/renewed after 01.04.99 and hence NIL Custom Duty during import will be applicable. Indigenous bidder shall be eligible for Deemed Export benefit against this purchase. Details of Deemed Export are furnished vide Addendum to MM/GLOBAL/01/2005.

2.0 Bidders are required to quote with minimum validity of **120 days** from the Bid Closing Date as per NIT requirement. BIDS with lesser validity shall be rejected.

3.0 Bidders have to indicate the minimum FOB/FCA charges in case of partial order for reduced quantity/items. In case this is not indicated specifically, the charges quoted would be prorated calculated and the same will be binding on the bidder.

4.0 Bidders are required to mention the weight of each item individually. QUOTATION must be submitted in TRIPLICATE with original company catalogues as well as necessary certificates.

5.0 Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, FOB/FCA Charge, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.

6.0 **Integrity Pact:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidder as per format enclosed vide Annexure XII of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma has to be returned by the bidder (along with the bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid.

7.0 **Performance Security:** Performance Security is applicable against this tender at the rate of 10% of the order value. Bidders are required to confirm the same in the offer.

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Tender issued to following parties only:

Slno	V_Code	Vendor Name	City/Country
1	100271	VAREL EUROPE S.A.S.	KUALA LUMPUR
2	100521	TIX-TSK CORPORATION	
3	100593	HALLIBURTON ENERGY SERVICES INC	TEXAS 75211-0600
4	100638	BAKER HUGHES SINGAPORE PTE	SINGAPORE
5	101780	HALLIBURTON EXPORT INC	TEXAS
6	102444	NOV DOWNHOLE EURASIA LIMITED	UNITED KINGDOM
7	102756	SMI OILFIELD TECHNOLOGY AND PRODUCT	
8	205307	DRILBITS INTERNATIONAL PVT. LTD.	MAHARASHTRA

Annexure-XII

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(M/s.....).....hereinafter referred to as "The Bidder/Contractor"]

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. **D204690L15**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International"(TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all Payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor/Monitors

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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BHAGYA SONOWAL
Dy. Manager (Materials)-NEF

For the Principal

For the Bidder/Contractor

Place: Duliajan.

Witness 1:

Date: 01.09.2014 .

Witness 2:]