



**OIL INDIA LIMITED**  
**GABON PROJECT**  
(A GOVERNMENT OF INDIA ENTERPRISE)  
**La Sablière, Immeuble FIDJI,**  
**(Près de l'ancienne Cour Constitutionnelle)**  
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**TENDER NO: OIL/GABON/CASING /267 /2024 dated 04.10.2024**

**TENDER DOCUMENT**  
**FOR**  
**“SUPPLY OF VARIOUS SIZES OF CASING AT LOCATION C ( RONGULLA),**  
**NEAR FOUR PLACE, GABON**

Tender Closing Date & Time	:	<b>24.10.2024 at 14:00</b> <b>Hrs(GST)</b>
Tender Opening Date & Time	:	<b>24.10.2024 at 14:30</b> <b>Hrs(GST)</b>
EMD Amount	:	Not Applicable
Type of Tender	:	Single Stage Two Bid Open
Tender Fee	:	NIL

**OIL INDIA LIMITED**  
**GABON PROJECT**

**LIBREVILLE  
GABON**

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## FORWARDING LETTER

**SUBJECT: SUPPLY OF CASING AT LOCATION C ( RONGULLA), NEAR FOUR PLACE, GABON**

**TENDER NO: OIL/GABON/CASING /267 /2024 dated 04.10.2024**

Dear Sirs/Madam,

- 1.0 A Consortium of M/s. OIL INDIA LIMITED (OIL)& M/s. INDIAN OIL CORPORATION LIMITED (IOCL), both Government of India Company under the administrative control of Ministry of Petroleum and Natural Gas (MoP&NG), Govt. of India, where OIL is the operator, plan to drill two exploratory wells in the on-land exploration Shakthi Block-II(G4-245), located adjacent to continental basement margin within interior sub-basin Gabon, under administrative guidelines of Gabon's Direction Generale des Hydrocarbures [DGH].
- 2.0 Both OIL and IOCL are independent "Schedule A" premier National oil companies of India, under the Ministry of Petroleum and Natural Gas (MoP&NG), Government of India. OIL is engaged mainly in the business of Exploration, Production and Transportation of crude oil and natural gas and IOCL is engaged mainly in the business of refining of crude oil, transportation of crude oil and marketing of petroleum product.
- 3.0 In connection with its proposed exploratory drilling program in Gabon, OIL now invites International Competitive Bids (ICB) from the competent & experienced parties/contractors for supply of casing **at locations " C"** in Shakthi Block-II(G4-245). This block has rivers, lakes, marshy land, national parks and undulating surface. A national highway N-1 is passing through this block is a life line for this area as most of villages, small town fall along this route. This block is covered by forest with thick vegetation and flora and fauna. The drilling locations (Loc. C ) is approximately 190 km away by road from the capital Libreville, Gabon and is approximately 95 km by road from Lambarene towards Libreville.
- 4.0 One complete set of bid document for supply of casing is being forwarded herewith. You are requested to submit the most competitive bid well before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this bid document) are highlighted below:

<b>Sl. No.</b>	<b>Description</b>	
(i)	Tender No & Date	: <b><u>OIL/GABON/CASING /267 /2024 dated 04.10.2024</u></b>
(ii)	Type of Bid	: Single Stage Two Bid System
(iii)	Bid Closing Date & Time	: <b>24.10.2024 at 14:00 Hrs</b> (Gabon Standard Time)
(iv)	Technical Bid Opening Date & Time	: <b>24.10.2024 at 14:30 Hrs</b> (Gabon Standard Time)
(v)	Price Bid Opening Date & Time	: Will be intimated only to the techno commercially eligible/qualified Bidders nearer the time.
(vi)	Bid Submission Place	: Office of GM-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle) BP :23134 Libreville, Gabon Tel : +(241) - 074525252
(vii)	Bid Opening Place	: Office of GM-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle), BP :23134 Libreville, Gabon Tel : +(241) - 074525252
(viii)	Tender Fee	: Not Applicable
(ix)	Bid Security/Earnest Money Deposit (EMD)	: Not Applicable
(x)	Bid Validity	: <b>60 (Sixty ) Days from Bid Opening Date</b>
(xi)	Amount of Performance Security	: <b>5 %</b> of Total contract value to be valid beyond 3 months of contract duration.
(xii)	Validity of Performance Security	: 3 months after completion of contract/supply at site duly accepted by OIL.
(xiii)	Quantum of Liquidated Damage for Default in Timely Completion	: 0.5% per week to maximum 7.5 % of the order value..
(xiv)	Bids to be addressed to	: General Manager-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle), BP : 23134 Libreville, Gabon, Tel : Tel : +(241) - 074525252
(xv)	Bid Language	: The Bid documents along with other enclosures should be submitted in English language. However, all bidders are requested to submit a French translated version of bid documents as French is the official language of Gabon.
(xvi)	Custom Duty	: Custom duty in Gabon is exempted.

5.0 OIL may at its discretion if considered necessary, may extend the deadline for the submission of bids.

- 6.0 **Language of Bid:** Language of Offer/bidding documents should be in **English**. However, bidders are requested to submit a translated version of Bid documents to **French** Language for our submission to DGH-Gabon.
- 7.0 All local taxes, levies and duties, Sales Tax, VAT, Octroi, etc. including withholding tax, if applicable and all other taxes applicable in Gabon on purchases and sales made by Contractor shall be borne by the Contractor including the cost of insurance policy for men, machine and equipment to be engaged during the contract period except the CSS and TVA, which will be borne by company, if applicable. However, OIL is exempted from paying TVA during exploration phase and will provide TVA exemption certificate against each invoice. Bidders are requested to keep themselves updated as per laws of Gabon.
- 8.0 **Furnishing Fraudulent Information/Documents:** If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security (wherever applicable) shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.
- 9.0 **Administrative Documents:** The following Administrative documents are required for companies registered in Gabon as per PSC(G4-245):
- (a) Copy of valid Municipality trade license (Fiche Circuit),
  - (b) Attestation CNSS (CNSS certificate),
  - (c) Attestation D'imposition (Taxation certificate),
  - (d) Attestation de Non Faillite (Certificate of non bankruptcy),
  - (e) Banque attestant de la capacite financiere(bank certifying the financial capacity) of the company
- 10.0 Bidders shall take note of the following important points while participating in OIL's tender:
- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, such party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
  - ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, then such bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
  - iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during

technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

v) Bid should be submitted in **physical documents form** in OIL's BID submission place as shown above within the scheduled Bid Closing date & Time as mentioned and Bids will be opened on the same day at **2.30 PM (Gabon Local Time)** at the office of the General Manager-Gabon Project, Libreville(Gabon) as mentioned above, in presence of the authorized representatives of the bidders, if choose to attend.

- 16.0 To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under Bid Evaluating Criteria (BEC) also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 17.0 Bids submitted after the Bid Closing Date and Time will be rejected straightway.
- 18.0 OIL now looks forward for your active participation in the tender.



(Rupak Kalita)  
General Manager-Gabon  
Oil India Limited, Gabon Project  
Libreville, BP: 23134, Gabon  
+241-074525252

## **PART-1**

### **INSTRUCTION TO BIDDERS (ITB)**

**1.0 ELIGIBILITY OF BIDDER:**

1.1 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.2 The eligibility criteria of the bidder are listed under **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

**2.0 BID DOCUMENTS:** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This bidding document includes the following:

- (1) A forwarding letter highlighting the following points:
  - (a) Company's Tender/IFB No. & Type
  - (b) Bid closing/opening date and Time
  - (c) Bid submission/opening place
  - (d) The amount of performance security/guarantee with validity
  - (e) Bid validity
  - (f) Quantum of Liquidated Damage for default in timely mobilization
- (2) Instruction to Bidders, (Part-1)
- (3) Bid Evaluation Criteria (BEC), (Part-2)-
- (4) General Conditions of Purchase, (Part-3, Section-I)
- (5) SOW/Terms of Reference/Technical specification, (Part-3, Section-II)-
- (6) Schedule of Rates, (Part-3, Section-III)
- (7) Price Schedule Format (Schedule of Rates), (Proforma-B)
- (8) Statement of Non Compliance, (Proforma-D)
- (9) Letter of Authority (Proforma-F)
- (10) Authorization for attending Bid Opening, (Proforma-G)
- (11) Performance Security/Guarantee Form, (Proforma-H)

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

**Bid documents are not transferable**

**4.0 AMENDMENT OF BID DOCUMENTS:**

4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).

4.2 The Addendum(s)/Corrigendum(s)/Amendment(s) will be uploaded in OIL's website [www.oil-india.com](http://www.oil-india.com) under tab "For Vendors" in "Global Tender" section and may be sent in writing or e-mail or by Fax to all prospective Bidders to whom Company has sent the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if required and bidders are expected to take the Addendum(s) / Corrigendum(s) / Amendment(s) into account in preparation and submission of their bid or for any other reason. All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on OIL's website ([www.oil-india.com](http://www.oil-india.com)) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.

5.0 **PREPARATION OF BID:**

5.1 **LANGUAGE OF BID:** The bid prepared by the bidder as well as all correspondence and documents relating to the bid exchanged between the Bidder and the company shall be in **English language**, except that any printed literature or supporting documents furnished by the bidder may be in another language provided it is accompanied by an English translated version duly certified by a certified translator, or duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail. Moreover, bidders to submit a translated version of bid documents to **French** Language for our onward submission to Govt of Gabon.

5.2 **BIDDER'S NAME & ADDRESS:** Bidders should indicate in their bids their detailed postal address including the Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in Gabon, if any.

6.0 **DOCUMENTS COMPRISING THE BID:** Bids are invited under **Single Stage Two Bid System**. The bid to be submitted by the Bidder in physical hardcopy form shall comprise of the following components:

**(A) TECHNICAL BID (UN-PRICED BID):**

- (i) Complete technical details of the services offered and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Bid Evaluating Criteria/Bid Rejection Criteria with clause 10.0
- (iii) Copy of Bid-Form **without indicating prices** in **Proforma-C**
- (iv) Statement of Non Compliance in **Proforma-D**
- (v) Undertaking of authenticity of information/documents submitted (**Annexure-III**)

**Note:** Please note that, price should not be mentioned in the "Technical Bid"

**(B) PRICED BID/ COMMERCIAL BID:** Bidder shall quote their prices in the following Proforma:

- (i) Price-Bid\* Format as per **Proforma-B**

- (ii) Bid Form as per **Proforma-C**
- (iii) **Proforma-A** showing the list of items to be imported with CIF value

**\*Note:** The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

- 7.0 **BID FORM:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.
- 8.0 **BID PRICE:**
- 8.1 Prices must be quoted by the bidders as per the Price Bid Format (**Proforma-B**). Unit prices must be quoted by the bidders both in words and in figures. In case of any discrepancy between the words and figures, the prices indicated in words only will be considered.
- 8.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.3 All duties and taxes including Corporate Income Tax, Withholding Tax, Personal Tax and other levies payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. Bidders are required to check this aspect and applicability to same to them while submitting their offers.
- 8.4 “Contribution Sociale de Solidarité” (**CSS**): The quoted rates/prices should be exclusive of “Contribution Sociale de Solidarité” (CSS), which, if applicable shall be paid extra by company against each invoice.
- 8.5 “Taxe sur la Valeur Ajoutée” (**TVA**): The quoted rates/prices should also be exclusive of Taxe sur la Valeur Ajoutée (TVA). Company is exempted from payment of TVA during exploration phase. Company will provide TVA exemption certificate against each invoice.
- 9.0 **CURRENCY OF BID AND PAYMENT:** A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price. However, currency once quoted will not be allowed to be changed.
- 10.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in **BID EVALUATION CRITERIA (BEC) in Part-2**, of the Bid document. Bidders to submit all the credentials required to be substantially responsive as per the Bid Evaluating Criteria (BEC) of the bidding documents.
- 11.0 **BID SECURITY/EMD:**  
**Bid Security is not applicable for this tender.**

## **12.0 PERIOD OF VALIDITY OF BIDS:**

- (i) The Bid must be **valid for 60 (Sixty) days** from the date of opening of the tender. **Bids of shorter validity shall be rejected unless extended suitably.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **60 days** from Bid Closing Date. In case, BC date is extended and bidder submits offer within the original BC date, the validity of their offer shall be considered from original bid closing/opening date.
- (ii) In exceptional circumstances of extension of Bid Opening Date, the Company may solicit the Bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing through Letter or e-mail. A Bidder granting the request will neither be required nor permitted to modify their Bid.

## **13.0 FORMAT AND SIGNING OF BID:**

- (i) The Bidder shall prepare two (02) copies of the bid clearly marking original "**ORIGINAL BID**" and rest "**COPY OF BID**". In the event of any discrepancy between them, the original shall govern.
- (ii) The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorizations (**Proforma-F**) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- (iii) The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons signing the bid.
- (iv) Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- (v) Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

## **14.0 SUBMISSION OF BIDS:**

- 14.1** Bids are to be submitted in physical form in Duplicate under Single Stage Two Bid System i.e. **Techno-commercial (Un-priced) Bid** having all the technical details

along with commercial terms but without any price and the **Price Bid** having only the price schedule duly filled in along with commercial terms separately in sealed envelopes within the Bid Closing Date & Time stipulated in the tender. The offer/Bid is to be submitted in **physical form** of documents in Duplicate (One Original + One set of copies) along with all the required credentials.

**14.2** All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their noncompliance to each clause as per **Proforma-D** of the bid document and the same should be submitted along with the Technical Bid.

**14.3** Timely delivery of the bid documents in physical form as stated in Para 14.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

Note: **BIDS MAY BE REJECTED OUTRIGHT IF THE TECHNO-COMMERCIAL (UN-PRICED) BIDS CONTAINS PRICE.HENCE, BIDDERS TO BE CAREFUL WHILE PREPARING THE TECHNICAL BID SO THAT NO PRICE IS DISCLOSED IN TECHNICAL BID.**

**15.0 GABONESE AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:**

**15.1** Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in Gabon. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in Gabon, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in Gabon and clearly indicate nature and extent of services to be provided by such an Agent/Representative/Retainer/Associate in Gabon and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Gabonese currency(FCFA). Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

**15.2** Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in Gabon. Bid submitted by Gabonese Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Gabonese Agent/Representative/Retainer/ Associate cannot represent more than one foreign bidder against the tender.

**15.3** The Gabonese Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Gabonese Agent/ Representative/Retainer/Associate will not

be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

**16.0 SEALING AND MARKING OF BIDS:**

The tender is being processed according to a **Single Stage-Two bid** procedure. Offers should be submitted in two parts viz. **“Techno-Commercial-Unpriced Bid”-Part-I** and **“Priced Bid”-Part-II** in **Duplicate** (one Original and 1-copy).

Under Single Stage Two Bid System the bid should comprise of **“Techno-Commercial-Unpriced Bid”-Part-I** and **“Priced Bid”-Part-II** separately, sealed in separate envelopes. The **first inner sealed cover** will contain Techno Commercial-Unpriced bid having all details but with price column blanked out. This cover will clearly be super scribed with “Techno-Commercial-Unpriced Bid”-Part-I along with party’s name, tender number, Bid closing date and brief item description. The **second inner sealed cover** will contain only the price schedule duly filled in and signed and will be clearly super scribed with “Priced Bid”-Part-II along with other details as mentioned above. **These two covers shall be put into an outer cover and sealed.** The outer cover should bear the Tender number and Bid closing / opening date along with the address of the office where tenders are to be submitted along with bidder’s name & address. The above detail sealing and marking is also described below:

**16.1** The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".

**16.2** The cover containing the “Techno-Commercial-Unpriced Bid”-Part-I (Original + 2 copies) should be in one sealed cover bearing the following on the right hand top corner.

- (i) **Envelope No.1: Techno-Commercial-Unpriced Bid**
- (ii) Tender No. \_\_\_\_\_.
- (iii) Bid closing date \_\_\_\_\_.
- (iv) Bidder's name \_\_\_\_\_.

**16.3** The cover containing the “Priced Bid”-Part-II (Original + 2 copies) should be in a separate sealed cover bearing the following on the right hand top corner.

- (i) **Envelope No.2: Priced Bid**
- (ii) Tender No. \_\_\_\_\_.
- (iii) Bid closing date \_\_\_\_\_.
- (iv) Bidder's name \_\_\_\_\_.

**16.4** The above mentioned two separate covers containing “Techno-Commercial-Unpriced Bid”-Part-I and the “Price Bid”-Part-II should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the “Forwarding Letter”.

- (i) Tender No. \_\_\_\_\_.
- (ii) Bid closing date \_\_\_\_\_.
- (iii) Bidder's name \_\_\_\_\_.

- 16.5 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered. **The Price Schedule should not be put in the envelope containing the Technical Bid.**
- 16.6 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-D**. This should be enclosed with the technical bid.
- 16.7 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Courier Services or Registered Post. Bids may also be handed over to the Officer in Charge of receiving the bids before the bid closing date and time. Company shall not be responsible for any postal delay/transit loss.
- 16.8 Bids received in any other form (e-mail, fax etc.) shall not be accepted except mentioned in **clause No. 14.0**, above.
- 17.0 DEADLINE FOR SUBMISSION OF BIDS:** Bids in physical form in duplicate (Original + 1-copy) must be received by the company within the Bid Closing Date & Time at the address specified in the “Forwarding Letter”.
- 17.1 LATE BIDS:** Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be straightway rejected.
- 18.0 MODIFICATION AND WITHDRAWAL OF BIDS:**
- 18.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing date and time.
- 18.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **para 16.0**, above. A withdrawal notice may also be sent by e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
- 18.3 No bid can be modified subsequent to the deadline for submission of bids.
- 18.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form.
- 19.0 EXTENSION OF BID SUBMISSION DATE:**
- 19.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.
- 20.0 BID OPENING AND EVALUATION:**
- 20.1 Company will open the Technical Bids (in case of Single Stage Two Bid System), including submission made pursuant to para 18.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the

Forwarding Letter. However, an authorization letter (as per **Proforma-G**) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

- 20.2 In case of any unscheduled holiday or Bandh/strike on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 20.3 Bid for which an acceptable notice of withdrawal has been received pursuant to para 18.0 shall not be opened. Company will examine bids to determine whether they are complete, whether documents have been properly signed and whether the bids are generally in order.
- 20.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, and such other details as the Company may consider appropriate.
- 20.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the subpara 20.3.
- 20.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 20.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 20.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 20.9 The Company may waive minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

**21.0 OPENING OF PRICE BIDS:**

- 21.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh/strike on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 21.2 The Priced bids of the unsuccessful/ rejected bidders which remain unopened with OIL may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidder (Techno-commercially acceptable) after issue of Letter of Award (LOA) by OIL
- 21.3 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 21.4 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 accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

**22.0 CONVERSION TO SINGLE CURRENCY:**

While evaluating the bids, the closing rate of exchange declared by OANDA Exchange Rate of Gabon on the day prior to price bid opening will be taken into account for conversion of foreign currency. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by OANDA Exchange Rate of Gabon on the date prior to the date of final decision will be adopted for conversion.

**23.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATING CRITERIA (BEC)** in **Part-2** of the bidding documents.

**24.0 DISCOUNT/REBATES:**

24.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

24.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**25.0 EXCHANGE RATE RISK:** Since bidders are permitted to quote any currency and receive payments in that currency, company will not be compensating for any exchange rate fluctuations in respective of the services.

**26.0 CONTACTING THE COMPANY:**

27.1 Except as otherwise provided in para 20.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 20.6.

27.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**27.0 AWARD OF CONTRACT/ SUPPLY ORDER:**

27.1 **AWARD CRITERIA:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the **lowest evaluated bid**, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**28.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

**29.0 NOTIFICATION OF AWARD:**

30.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by e-mail or registered letter that its bid has been accepted.

30.2 The notification of award will constitute the formation of the Contract.

**30.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security for an amount **05% (Five percent)** of the total evaluated contract value within **15(Fifteen) days** from the date of issue of LOA.

- 31.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter of the tender (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) which must be in the form of Bank Guarantee as per **Proforma-H** or Bank Draft or certified Banker's cheque in favour of Oil India Limited or in any other format acceptable to the Company. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract. The Performance Security shall be denominated in the currency of the contract. In the event of extension of the contract period, the validity of performance security/Bank Guarantee shall be suitable extended by the Contractor.
- 31.2 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
- (i) Full address
  - (ii) Branch Code, if any
  - (iii) The authorized signatory full name and designation
  - (iv) Phone Nos., Fax Nos., E-mail address
- 31.3 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 31.4 The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 31.5 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 31.6 In the event of failure of the successful Bidder to comply with the requirements of para 31.0 and/or 32.0, it shall constitute sufficient grounds for annulment of the award. In such an event the Company may call for new bid as the case may be and take action with the bidder as deemed fit. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

**31.0 SIGNING OF CONTRACT/SUPPLY ORDER:**

- 32.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.
- 32.2 Within 30 days of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to the company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

32.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

**32.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

If it is found that a bidder/contractor has furnished fraudulent information/documents, the Performance Security shall be forfeited and the party shall be debarred for a period of 3 (Three) years from the date of detection of such fraudulent act besides the legal action.

**33.0 CREDIT FACILITY:** Bidder should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

**34.0 LOCAL CONDITIONS:**

It is imperative for each Bidder to fully inform themselves of all Gabon as well as local conditions, factors and legislation which may have any effect on the execution of the scope of work covered under the Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves as to the circumstances at the Site, including without limitation, the ground and subsoil, the form and nature of the Site and the climate and hydrological conditions of the Site and obtained for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of his officers or agents prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

**35.0 SPECIFICATIONS:**

Before submission of Bids, bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract. The bidder has also to submit the Statement as per the format (**Proforma-E**) attached with the bid that they are fully aware of all the laws prevailing in Gabon including statutory permissions required for complete performance of the scope of work as per this bid to the satisfaction of OIL.

**36.0 MOBILIZATION ADVANCE:**

36.1 Request for advance payment shall not be normally considered. However, depending

on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of Gabon preferably through CITI Bank, Gabon or State Bank of India from the date of payment of the advance till recovery/refund.

- 36.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 36.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.
- 37.0** Bidder(s) should clearly understand all the terms & conditions, criteria, specification etc. of this tender.
- 38.0** OIL INDIA LIMITED reserves the right to (a) accept or reject any/all bids, (b) curtail/enhance the scope of work; submitted by parties or (c) cancel the process at any time, if required without any liability and assigning any reason thereof to the bidders.

**END OF PART-1**

## **PART- 2**

### **BID EVALUATION CRITERIA**

#### **BID EVALUATING CRITERIA (BEC)**

The bid should be complete covering all the Scope of Work laid down in tender document and should conform to the Technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Bids will be rejected in case materials offered do not conform to the required parameters stipulated in the technical Specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

##### **A. TECHNICAL :**

1.0 Bidders must confirm that Goods/materials to be supplied shall be brand new (of recent make) and of the best quality and workmanship and shall be guaranteed for a period of 12 months from the date of supply against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced by the supplier at the supplier's expenses without any extra cost to OIL

2.0 **CASING & LINER (as per API Standard 5CT):** Bidder shall confirm to supply brand new, unused, and of prime quality Casings & Liner as per API Standard 5CT and specification shall be as specified in the Tender.

3.0 The Manufacturer/ Threader of the Casing/Liner should have valid API certification.

##### **B. FINANCIAL CRITERIA:**

1.0 Annual Financial Turnover of the bidder during any of preceding three financial/accounting years reckoned from the original bid closing date should be at least **USD 250,000 ( US DOLLAR TWO HUNDRED FIFTY THOUSAND)**

1.1 Net worth of bidder must be positive for the financial/ accounting year just preceding to the original Bid Closing Date of the Tender

##### **C. GENERAL CRITERIA:**

(a) To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the

submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.

- (b) If any of the clauses in the BEC/BRC contradicts with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- (c) In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the Company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- (d) **Submission of Forged Documents:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Annexure-III**.
- (e) All certificates and documentary evidences required to be submitted in support of above clauses should be clearly legible and in English language. If any certificate is submitted in a language other than English language, the same should be translated to English by certified translator, in which case, for purposes of interpretation of the bid, the translation shall prevail. Illegible and incomplete certificates or documents will not be considered for evaluation.
- (f) Vendor/Contractor/Service Provider must agree to abide by the law of Gabon for all purposes.
- (g) The originals, of the documents submitted by the bidder, shall have to be produced by the bidder(s) to OIL as and when asked for.
- (h) For evaluation of Bids, the closing rate of exchange declared by OANDA Exchange Rate of Gabon on the day prior to bid opening will be taken into account for conversion.
- (i) Any exception/deviation to the tender must be spelt out by the bidder in their "Technical Bid" only. Any additional information/terms & conditions furnished in sealed Price Bid will not be considered by OIL for evaluation/award of contract. However, OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document.

(E) **EVALUATION CRITERIA:**

**Techno-commercially Qualified Bids** conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be substantially responsive after subjecting to Bid Evaluation Criteria (BEC) shall be considered for further evaluation as per the Evaluation Criteria given below:

- (a) The bidders must quote their Prices in the manner as called for vide Price Bid Format in **Proforma-B**.

If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

**END OF PART-2**

**PART -3**  
**SECTION - I**

**GENERAL PURCHASE CONDITIONS**

**1.0 PRICES :**

This order is being placed on **FOR- LASSA, GABON** basis as indicated in the main order and with the specific understanding that the prices would be held firm through delivery / shipment. Interpretation of foreign trade terms will be as per INCOTERMS 2020.

**2.0 EFFECTIVE DATE OF CONTRACT/ORDER**

Unless otherwise specified in the contrary, the date of LOI / LOA will be the start of the Contract/Order for all practical purposes.

**3.0 PERFORMANCE SECURITY : Wherever applicable):**

- 3.1 The Seller shall furnish the Performance Security as per the Format enclosed herewith within 30 days of the receipt of notification towards award of contract failing which OIL reserves the right to cancel the order in addition to forfeiture of Bid Security.
- 3.2 In the event of Seller's failure to discharge his obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller.
- 3.3 Bank Guarantee to be submitted through any scheduled bank of Gabon/ Standby Letter of Credit through correspondence bank in Gabon.

**4.0 DELIVERY :** within 3 to 4 months from date of LOI/LOA at site Lassa, Gabon

**5.0 PACKING / MARKING OF GOODS :** Packing of goods must be sufficiently robust to withstand multiple handling during transit to their final destination so that contents do not get damaged.

**6.0 INSPECTION AND TEST :**

Seller must extend the required facility for inspection by **Third Party Inspection Agency**. The Seller will be responsible for arranging the third party inspection and must submit the inspection certificate/reports **in Original** together with the Declaration certificate to OIL alongwith the despatch/shipping documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to

OIL INDIA LIMITED – GABON PROJECT, GABON and inspection has been carried out as per the scope of inspection stipulated in OIL’s Purchase Order. The certificate should also specify OIL’s Purchase Order Number.

**7.0 WARRANTY / GUARANTEE :**

7.1 Goods, materials or plant (s) to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period mentioned hereunder against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

<u>NATURE OF ITEMS</u>	<u>PERIOD OF WARRANTY / GUARANTEE</u>
For consumables like Cement, Chemicals, tubulars etc	12 months from the date of shipment

**8.0 INSURANCE :** Insurance will be arranged and paid for by the seller.

**9.0 PAYMENT TERMS :**

9.1 Payment shall be made through Sight Draft (Cash against Documents)/ Letter of Credit or any other mode as specified in the order. The Foreign Payment shall be processed as per the guideline of Central Bank of Africa.

***50 % payment will be released against shipment with proof of documentary evidence. Balance 50% will be paid after receipt of materials at Site Lassa, Gabon***

**9.2 BANKING CHARGES :** While Banking charges in Gabon will be borne by the Purchaser, all bank charges in Seller's country shall be to Seller's account (unless otherwise stated in the main order). Further, bank charges in Gabon incurred in extension /amendment of L/C for reasons attributable to the Seller (and where the Purchaser is not at fault), shall be borne by the Seller.

**10.0 PREPARATION OF INVOICE / PACKING LIST :**

**10.1 INVOICE :**

10.1.1 Three (3 ) copies of non-negotiable invoices are required. All copies must be signed as

in the original. The invoice should clearly show:

- (i) Purchaser's Order Number
- (ii) Country of origin
- (iii) Shipping marks as they are stenciled on each package
- (iv) Net & Gross weight in Kilogram and measurement in centimeter for each package
- (v) Weight of each item in Kilogram
- (vi) Import License details as mentioned under " Import Authorization" clause
- (vii) Clearly certifying that agency commission, if any, is payable in Indian rupees to seller's Indian agents as stipulated in the order
- (viii) Shipment details like B/L No. / AWB No./ Name of shipping line & vessel
- (ix) In case of shipment in bundles, the number of bundles, the number of pieces in each bundles and weight thereof should be mentioned

10.1.2 Description of materials in the invoice should be exactly as specified in the main order. The Seller is particularly requested to state the equipment / machinery particulars (as listed in the order ) for which the spares/ accessories have been ordered . If the part number mentioned in the invoice is a revised part number and this differs from the part number stated in the order, this aspect has to be specifically indicated in the invoice.

10.1.3 The price indicated against each item must be as per the order and the total value of the invoice (s) must be within the value specified in the Letter of Credit.

## **11.0 CONFIDENTIAL INFORMATION :**

11.1 The Seller shall treat as confidential all designs, drawings, data or information written or verbal, supplied by the Purchaser and shall use his best endeavors to ensure that such design, drawings, data or information is not divulged to any third party except with the consent of the Purchaser where necessary for the purpose of performance of his obligation hereunder and subject to similar undertakings being obtained from such third parties to treat such designs, drawings, data or information in like confidence other than designs, drawings, data or information which at the time of proposed disclosure are within the public knowledge or in the Seller's possession.

## **12.0 PROPERTY AND RISK :**

12.1 Property in the goods or materials to be supplied by the Seller shall pass to the Purchaser on delivery as per terms of the order and without prejudice to the Purchaser's right of rejection under the condition of the contract.

### **13.0 PATENT AND OTHER RIGHTS :**

- 13.1 The Seller shall fully indemnify the Purchaser against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement or alleged infringement of any letters, patent, design, trademark or name, copy rights or any other legally protected rights in respect of any plant, work, materials supplied or any arrangement, system or method of using, fixing or working employed by the Seller.
- 13.2 In the event of any claim or demand being made or action brought against the Purchaser in respect of any of the aforesaid matters, the Purchaser shall notify the Seller thereof as soon as possible and Seller shall conduct with the assistance of the Purchaser if necessary, but at his own expense, all negotiation for the settlement of such matter and any legal proceeding, litigation / arbitration involved or which may arise therefrom.

### **14.0 INDEMNITY AND INSURANCE :**

- 14.1 The Seller shall defend and hold the Purchaser harmless from all actions, claims, suits and demands made, against either or both of them in respect of injuries to or death of any person including employees of the Seller or for non compliance of any statutory requirements.
- 14.2 The Seller shall also defend and hold the Purchaser harmless for loss of and damage to property arising from the supply of any goods or materials or the erection, installation repair or operation for a period, of any plant machinery hereunder.

### **15.0 DEFAULT :**

- 15.2 If the Seller contravenes any of the provisions of the contract or neglects to carry out his obligations, the Purchaser may give notice in writing thereof requiring the Seller to remedy the breach within seven days, or within such period as the Purchaser may consider to be reasonable and in the event of Seller's failing to do so, the Purchaser will be at liberty to purchase the goods from elsewhere or have the work which the Seller has neglected to do, carried out by some others at the Seller's expense. In such an event the Purchaser shall have the right to terminate the contract.

### **16.0 TERMINATION :**

- 16.1 The Purchaser shall have the right to terminate the contract giving 7 days notice or such reasonable time and in this event shall pay to the Seller such sum as shall fully compensate the Seller for work carried out by him in performance of the contract prior to such termination.

**17.0 TAXES:** Taxes shall be applicable as per Taxation Law of Gabon.

**18.0 APPLICABLE LAW:** This contract shall be interpreted in accordance with and governed by the laws of Gabon .

**19.0 FORCE MAJEURE:**

- 19.1 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' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, earthquake, sabotage, explosion, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 19.2 Upon 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 within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 19.3 Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (seventy-two) hours after its occurrence, the 'force majeure' rate shall apply for the first 15(Fifteen) days. Party will have the right to terminate the Contract if such 'force majeure' conditions continues beyond 15(Fifteen) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of 15(Fifteen) days force majeure period unless otherwise agreed to.

**20.0 TERMINATION:** This contract shall terminate for the following reasons:

**20.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.

**20.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 12.0 above.

**20.3 TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

**20.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

**20.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

**20.6** If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a Tender period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

**20.7** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 20.1 to 20.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract up to the date of termination including the Demobilization cost, if any.

**20.8 CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination

**20.9** Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

**20.10** In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract up to the date of its termination subject to the certification by OIL

## **21.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

**Arbitration (Applicable for Suppliers/Contractors):** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the

contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- (1) The parties undertake to settle amicably, as a matter of priority, any disputes arising out of this contract or relating in particular to its formation, validity, effects, interpretation, execution and resolution or termination.
- (2) The said disputes shall be resolved by arbitration in Libreville and submitted to a panel of three (3) arbitrators, two (2) of whom shall be appointed by each of the parties, the third arbitrator being chosen by the two arbitrators previously appointed.
- (3) Each party undertakes to appoint its arbitrator within fifteen (15) days, following the request for arbitration sent by one of the parties to the other, by registered letter with acknowledgement of receipt or by any proven means.
- (4) In the event of failure by one of the parties to appoint an arbitrator eight days after the formal notice sent to him by registered letter with acknowledgement of receipt, this arbitrator shall be appointed by the President of the Commercial Court of (Libreville), at the request of the most diligent party.
- (5) If the two Arbitrators appointed by the parties fail to agree on the name of the third Arbitrator, he shall be appointed at the request of one or other of the Arbitrators, or of one or other of the parties, by the President of the Commercial Court of Libreville.
- (6) In the event of the death, abstention or incapacity of one of the arbitrators, as in the event of a challenge, his replacement shall be provided under the same conditions as those under which he was appointed.
- (7) The arbitrators shall, within fifteen (15) days of their appointment, constitute themselves as an arbitral tribunal and render their decision within three (3) months of the said date. The arbitral tribunal will sit in (Libreville).
- (8) The Arbitral Tribunal shall not be bound by the ordinary rules of procedure, and shall determine the rules of procedure to be followed before it, ensuring that all documents, notes, memoirs and the adversarial nature of the debate are fully communicated.
- (9) They decide the dispute submitted to them in accordance with the rules of law.
- (10) The parties agree to waive the right to have the arbitral award set aside. This award, which has the force of res judicata, shall be binding on the parties and shall be immediately enforceable.
- (11) For the communication of their files, the parties elect domicile at their respective addresses.

- (12) The law applicable to this contract is that in force in the Gabonese Republic and the official language of the dispute settlement is (French).
- (13) Each party shall be responsible to make the fees payable of the Arbitrator appointed by it as per their mutual agreement. However, both the parties (Company and Contractor) shall be responsible to make the fees payable of the third Arbitrator appointed or any other Arbitrator and the expenses incurred shall be shared equally by the parties.

If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

## **22.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**

22.1 Time is the essence of this contract. The seller must complete the *delivery as stipulated in the purchase order*. In the delivery of the goods as per delivery schedule the Seller shall be liable to pay liquidated damages @ 0.5%(half percent) of total order value per week or part thereof of delay subject to maximum of **7.5%(seven & half) of the total order value**. Liquidated Damages will be reckoned from the expiry date of the scheduled delivery period.

21.2 The Company also reserves the right to cancel the order without any compensation whatsoever in case of failure to deliver the goods within the stipulated delivery period.

21.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

## **22.0 SET OFF CLAUSE:**

Any sum of money due and payable to the contractor (including Performance Security refundable to them) under this contract or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or person contracting through OIL).

**23.0 CUSTOMS DUTY:** The supply under this Contract/Purchase Order shall be carried out in OIL's exploration areas, for which, the materials to be imported against this Contract/purchase order are exempted from customs duty but are subject to approval of the DGH-Gabon and Custom authority of Gabon. **Bidders should go through the rules & regulations, procedures of Customs of Gabon to make them fully aware and understand the Customs Rule for a suitable offer.**

**24.0 RISK PURCHASE :**

In the event, seller's failure to deliver/supply the goods as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to purchase the items from any other source at the seller's risk & cost and the difference in cost shall be borne by the Seller. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit.

**END OF SECTION - I**

**PART -3**  
**SECTION – II**

**SCOPE OF WORK/ TERMS OF REFERENCE /TECHNICAL SPECIFICATIONS**

**1.1.1 CASING & TUBULAR SUPPLY (API STANDARD 5CT & 5B):**

The following requirements of casing are based on two wells of 1950 m and 2570 m depth. The total requirement of different sizes of casing and casing pup joints are given in the table for two wells at Loc. LE & Loc. C. The Contractor shall supply the following, on deliverable at well site basis as per requirement:

Sl. No.	Description	Grade	PPF X Conn	Quantity	Range
1	30" Conductor (Plain End Line Pipe)	X-52	234.6 x Nil	1 No.	12 m
2	20" Casing	J-55	94 x BTC	150 M	Range-3
3	13.3/8" Casing	J-55	61 x BTC	751 M	Range-3
4	9.5/8" Casing	N-80	47 x BTC	1972 M	Range-3
5	7" Casing	N-80	29 x BTC	878 M	Range-3

**GENERAL NOTES FOR CASING:**

1. Casings must be manufactured as per API Spec. 5CT, latest edition and must bear API monogram. A copy of valid API Spec. 5CT certificate from the manufacturer shall be submitted along with the offer.
2. The Casings shall be brand new, unused, and of prime quality.
3. Casings shall be seamless, threaded and fitted with power tightened couplings as per API Spec. 5CT (latest edition).
4. Range: All casings shall be supplied in Range-III length. However, length of each joint should be restricted to 12.19 mtrs (40 ft.) max.
5. Coupling: Couplings shall be as specified in API Spec. 5CT (latest edition) and must be manufactured by API approved mills.
6. Coating: Coating shall be done as per API Spec. 5CT (latest edition) and adequately oiled to withstand sea voyage.
7. Pipe ends: Ends must be prepared as per relevant API specifications including clear triangle mark in case of Buttress thread. Suitable pressed steel/Elastomer-cum-metallic (Composite) thread protectors at both ends as specified in API 5CT (latest edition) shall be used to protect the ends.

**Note:** Elastomer-cum-Metallic (Composite) thread protectors for pin and box end of the casing should be extra strong, closed end & of Drilltech make or it's suitable equivalent. The protector should be designed in such a way that it covers the full

length of casing threads as well as casing coupling threads. It should have steel shell and elastomer to reduce impact design, to stop corrosion, to eliminate stripping and to keep thread compound active.

8. The offer must contain detailed description of the materials giving details of size, weight/wall thickness, grade, length range, type of end, API Std., end protectors etc.

9. **THE OFFER MUST CONTAIN THE VARIOUS PERFORMANCE PROPERTIES OF THE OFFERED PRODUCT VIZ. COLLAPSE RESISTANCE, INTERNAL YIELD PRESSURE, PIPE BODY YIELD STRENGTH & JOINT STRENGTH (THESE PROPERTIES SHOULD NOT BE LESS THAN THOSE STIPULATED BY API, BUL 5C2, LATEST EDITION IN ANY CASE).**

10. **MILL INSPECTION, TESTING & CERTIFICATION**

The following tests and inspections shall be carried out as per API spec. 5CT (latest edition) and results thereof furnished to OIL along with the supply. Mill Test certificates are to be submitted to OIL in Original.

- (i) Testing of Chemical Composition.
- (ii) Testing of Mechanical Properties.
- (iii) Hydrostatic Tests.
- (iv) Dimensional testing (wall thickness, drift test, length, weight, determination and straightness).
- (v) Visual Inspection.
- (vi) Non-Destructive Inspection. The manufacturer shall furnish a certificate of compliance stating that the material has been manufactured, sampled, tested and inspected in accordance with API Spec. 5CT (SR-15), latest edition. The above certificate should be submitted to OIL in Original.
- (vii) End threading, gauging, thread inspection and certification shall be carried out as per API Std. 5B (latest edition).

11. **IDENTIFICATION MARKING:**

- (i) Marking is to be done on each joint strictly as per Appendix D of API Spec. 5CT.
- (ii) Additionally, 'OIL' logo/mark and the purchase order number shall be die stamped or paint stenciled on each joint.
- (iii) Color coding: The color coding shall be done as per API Spec. 5CT (latest edition). The color band shall be 50.8 mm (2") wide and shall be encircling the pipe at a distance not greater than 2 ft. from the coupling or box with entire paint on the outside surface of coupling.
- (iv) For Buttress threaded casings a 1" wide by 24" long longitudinal white paint stripe shall be placed adjacent to the triangle mark on the field end;

additionally, a 1" wide by 4" long longitudinal white paint stripe shall be placed adjacent to the triangle mark on the mill end.

**12. THIRD PARTY INSPECTION:**

Inspection by an independent third party to cover the following shall be required against all casings.

- (i) Material Identification.
- (ii) Stage inspection at random visit basis during manufacturing.
- (iii) Audit and endorsement of all chemical analysis and physical test reports.
- (iv) Witness dimensional checks.
- (v) Witness mechanical tests.
- (vi) Witness NDT.
- (vii) Witness hydrostatic tests.
- (viii) Visual inspection for imperfections.
- (ix) Longitudinal defect identification.
- (x) Transverse defect identification.
- (xi) Wall thickness measurement.
- (xii) Grade comparison.
- (xiii) End area defect identification.
- (xiv) Thread inspection.
- (xv) Check and verify length of each joint.
- (xvi) Issue of certificate.

**Note:** Proper Tally sheet (in Original) indicating length of each joint of Casing with heat number of the joint should be furnished to OIL. The Tally sheet should be duly signed & stamped by the Manufacturing Mill and will be endorsed (certified) by the third party inspection agency.

13. The third party inspection is to be carried out by any one of the following agencies or any internationally reputed inspection agency. All charges of third party inspection should be inclusive in the offered price.

- (i) M/s. Lloyds.
- (ii) M/s Bureau Veritas.
- (iii) M/s. RITES.
- (iv) M/s. I.R.S.
- (v) M/s. Tuboscope Vetco.
- (vi) M/s. DNV.
- (vii) M/s. OAS (Oil Audit Services)
- (viii) M/s. Tubestar

**END OF SECTION – II**

**PART -3**  
**SECTION - III**

**SCHEDULE OF RATE**

Bidder to quote as per the following price schedule format:

SL. NO.	PARTICULARS	UNIT	TENDER QTY.	RATE ( QUOTED CURRENCY)	AMOUNT ( QUOTED CURRENCY)
1	30", X52, 234.6ppf API 5L Line Pipe, 12 m length	MTR	12		A1
2	20" x J-55, 94ppf, BTC	METE R	150		A2
3	13 3/8", J-55, 61ppf, BTC	METE R	750		A3
4	9 5/8" N-80, 47ppf, BTC	METE R	1972		A4
5	7" N-80, 29ppf, BTC	METE R	878		A5
6	<b>TOTAL EVALUATED CONTRACT VALUE ON FOR BASIS INCLUSIVE OF ALL COST TO SUPPLY AT SITE NEAR LASSA VILLAGE, GABON INCLUDING FOB CHARGES, SHIPPING CHARGE, TRANSIT INSURANCE, TPI CHARGES, CHARGES FOR CUSTOM CLEARNCE IN BOTH ORIGIN AND DESTINATION COUNTRIES , TRANSPORTATION FROM GABON PORT TO WELL SITE AT LASSA VILLAGE &amp; TAXES EXCEPT CSS &amp; TVA:</b>				<b>A7=SUM OF A1 TO A6</b>
7	CSS@1% on 6 above:				<b>NIL ( NOT APPLICABLE FOR OIL)</b>
8	<b>TOTAL EVALUATED CONTRACT VALUE WITH ALL COST &amp; TAXES INCLUDING CSS BUT WITHOUT TVA:</b>				<b>A7</b>
9	TVA@18%:				<b>NIL( NOT APPLICABLE FOR OIL)</b>
10	<b>TOTAL EVALUATED CONTRACT VALUE WITH ALL COST &amp; TAXES INCLUDING CSS &amp; TVA:</b>				<b>A7</b>

**Notes :**

**1.0 DELIVERY :** within 3 to 4 months from date of LOI/LOA at site Lassa, Gabon

**2.0 PAYMENT TERM:** *50 % payment will be released against shipment with proof of documentary evidence. Balance 50% will be paid after receipt of materials at Site Lassa, Gabon.*

**3.0 Applicable Custom duty is exempted for OIL. However, it is the single point responsibility of the Supplier to clear the materials from custom and deliver at site including cost of local transportation with loading and unloading. OIL will provide necessary documents for exemption of custom duty.**

**4.0 All the items will be procured from the same supplier/source and price comparison with the bidders will be made at A7 as shown in the above price schedule.**

**END OF SECTION - III**

**END OF PART- 3**

**LIST OF PROFORMA & ANNEXURES :**

**ANNEXURE-I**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder/Vendors/Contractors/Service Providers) for the last three (3) completed accounting years upto .....**(as the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER (In US \$)*</b>	<b>NET WORTH (In US \$)*</b>

\*Rate of Conversion (if used any): USD 1.00 =.....(currency)

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

**ANNEXURE-II**

(To be typed on the letter head of the bidder)

(Format of undertaking by Bidders towards Balance sheet/Financial Statements, if Not audited so far during last six months reckoned from original bid closing date)

**TO,**

**THE GENERAL MANAGER-GABON  
OIL INDIA LIMITED, GABON PROJECT,  
LA SABLIERE, LIBREVILLE, BP:23134, GABON**

**Sub: Undertaking for Balance sheet/Financial Statements**

**Ref: Tender No. OIL/GABON/CASING /267 /2024 dated 04.10.2024**

This is to certify that “the balance sheet as on ..... (Dated) / Financial Statements” for the financial year/current year ended on..... (Dated) of ..... (Name of the Company) for the financial year ..... (as the case may be) **has not been audited so far.**

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

*(Affix Seal of the Organization here, if applicable)*

**ANNEXURE-III**

Format of undertaking by Bidders towards submission of authentic information/documents

(To be typed on the letter head of the bidder)

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Tender No. OIL/GABON/CASING /267 /2024 dated 04.10.2024**

To,

**THE GENERAL MANAGER-GABON  
OIL INDIA LIMITED, GABON PROJECT,  
LA SABLIERE, LIBREVILLE, BP:23134, GABON**

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,  
For *(type name of the firm here)*

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here)

**PROFORMA – D**

**STATEMENT OF NON-COMPLIANCE**

**(Only exceptions/deviations to be rendered)**

**IFB/Tender No: OIL/GABON/CASING /267 /2024 dated 04.10.2024**

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**\* Add more rows, if required**

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the **“Statement of Non-Compliance”** in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

**PROFORMA LETTER OF AUTHORITY**

To,

**OIL INDIA LIMITED,**  
GABON PROJECT, LIBREVILLE

**IFB/Tender No: OIL/GABON/CASING /267 /2024 dated 04.10.2024**

Sir,

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. **OIL/GABON/CASING /267 /2024 dated 04.10.2024** for supply of various sizes of Casing

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

**AUTHORISATION FOR ATTENDING BID OPENING**

To,

**OIL INDIA LIMITED,**  
GABON PROJECT, LIBREVILLE

**Sir,**

**IFB/Tender No: OIL/GABON/CASING /267 /2024 dated 04.10.20244**

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above IFB/Tender due on \_\_\_\_\_ at Libreville (Gabon) on our behalf.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

**FORM OF PERFORMANCE BANK GUARANTEE**

To,

**OIL INDIA LIMITED,**  
GABON PROJECT, LIBREVILLE

WHEREAS \_\_\_\_\_ (*Name and address of Contractor*)  
(hereinafter called "Contractor") had undertaken, in pursuance of Contract No.  
\_\_\_\_\_ to execute (*Brief Description of the Work*) \_\_\_\_\_  
(hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
SWIFT/IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**END OF TENDER**

## PRICE BID FORMAT

TENDER NO: OIL/GABON/ENQ-CASING/267/2024 DTD. 03.10.2024

BC DATE 24.10.2024

				NAME OF BIDDER	
				Currency: USD	USD ( FOR LASSA, GABON)
SL. NO.	PARTICULARS	UNIT	TENDER QTY.	RATE	AMOUNT
1	30", X52, 234.6ppf API 5L Line Pipe, 12 m length	MTR	12		0.00
2	20" x J-55, 94ppf, BTC	METER	150		0.00
3	13 3/8", J-55, 61ppf, BTC	METER	750		0.00
4	9 5/8" N-80, 47ppf, BTC	METER	1972		0.00
5	7" N-80, 29ppf, BTC	METER	878		0.00
6	<b>TOTAL EVALUATED CONTRACT VALUE ON FOR BASIS INCLUSIVE OF ALL COST TO SUPPLY AT SITE NEAR LASSA VILLAGE, GABON INCLUDING FOB CHARGES, SHIPPING CHARGE, TRANSIT INSURANCE, TPI CHARGES, CHARGES FOR CUSTOM CLEARNCE IN BOTH ORIGIN AND DESTINATION COUNTRIES , TRANSPORTATION FROM GABON PORT TO WELL SITE AT LASSA VILLAGE &amp; TAXES EXCEPT CSS &amp; TVA:</b>				<b>0.00</b>
7	CSS@1% on (P):				<b>0.00</b>
8	<b>TOTAL EVALUATED CONTRACT VALUE WITH ALL COST &amp; TAXES INCLUDING CSS BUT WITHOUT TVA:</b>				<b>0.00</b>
9	TVA@18%:				<b>NIL</b>
10	<b>TOTAL EVALUATED CONTRACT VALUE WITH ALL COST &amp; TAXES INCLUDING CSS &amp; TVA:</b>				<b>0.00</b>