Compagnie Tunisienne De Forage

19 RUE DE L'ARTISANAT CHARGUIA II – 2035 L'AEROPORT-ARIANA TUNISIA FAX N°(216-70) 836 568/837 041 PHONE N°(216-70) 837 322

FAX MESSAGE

FAX REF: ATT: :
DATE : 28/08/2024 FAX N* : VIA MAIL

CONTACT NAME: Y/REF: Page (01) of (17) including this page COPY:

SUBJECT: INVITATION TO BID Nº PP 2024/289

SUPPLY OF rotary table B-37"1/2

Compagnie Tunisienne de Forage, (CTF) is now seeking competitive bids for the Supply of:

SUPPLY OF rotary table B-37"1/2

To this purpose you are hereby invited to submit your best prices and delivery in full compliance with the following terms and conditions.

A - SCOPE OF WORK :

Equipment must be in compliance with technical specifications as detailed in attachment A.

B - ACKNOWLEDGEMENT:

You are kindly requested to acknowledge receipt of this inquiry by return fax or email.

C - BID CLOSING DATE:

Bids must be sent to CTF head office as soon as possible but no later than 19 September 2024 as per bid submission instructions hereinafter.

D- FORM OF BIDS:

Bids shall be in the form of pro forma invoices as per the formats shown under attachments B and C and shall include all requested details.

E-VALIDITY:

Bids shall be valid for a period of at least 90 days from bid closing date.

F/BID SUBMISSION PROCEDURE:

Bids shall be submitted by one of the ways listed under articles G1 and G2: The bidder is free to choose the appropriate way:

F-1- IN A SEALED OPAQUE ENVELOPE AS FOLLOWS:

Within this sealed opaque envelope bidder shall include the following two (02) separate internal sealed envelopes:

- The first internal sealed envelope shall:
- * Indicate:
- "envelope N°1 "UNPRICED Technical offer"
- Tenderer's name and address
- * Contain:
- The **Unpriced Technical offer** (in the format shown in **Attachment B**) duly signed dated and stamped.
- Any technical information related to the proposed Spare Parts.
- The <u>Second internal sealed envelope shall:</u>
- * Indicate:
- "envelope N°2 "PRICED" Financial offer"
- Tenderer's name and address
- * Contain:
- The **Priced Financial offer** (as per the format provided under **attachment** C) duly signed dated and stamped.
- <u>The outer sealed envelope containing the 2 internal sealed envelopes shall</u> be sent by registered mail or by courier to the following address so as to arrive as soon as possible but no later than, **19 September 2024** and indicate only:

COMPAGNIE TUNISIENNE DE FORAGE 19 RUE DE L'ARTISANAT CHARGUIA II 2035 ARIANA - TUNISIA ATT : PRESIDENT OF THE TENDER BOARD "DO NOT OPEN" INOUIRY N° PP/2024/289

SUPPLY OF rotary table B-37"1/2

F-2- BY E-MAIL TO: closed.bids@ctf.com.tn as per the pro forma provided under attachment B and C

G - CONTACTS:

Any further information or clarification required during the bidding period to aid bidder in the preparation of his bid shall be requested in writing by fax addressed to:

COMPAGNIE TUNISIENNE DE FORAGE FAX N° (216-70) 837 041 – 836 568 ATT: TENDER BOARD

H - SPECIAL NOTES:

- H.1- By written notice, CTF may modify the inquiry terms and conditions in any aspect by way of clarification, addition, deletion or otherwise, prior to bid closing date.
- H.2- CTF shall be under no obligation to accept the lowest or any bid submitted hereunder and CTF shall not be held liable for any expenses incurred in the preparation or submittal of bids or any subsequent discussion and/or negotiation.
- H.3– The financial offers and after the correction of possible errors of calculation, will be classed from the lowest bidder to the highest bidder and CTF will select the best offer which meets CTF technical.
- H.4-Bidders are requested to quote for only Ex-Works
- H.5- Purchasing will be confirmed from CTF by sharing PO. In addition before starting any process, contract in attachment D should be approved and signed by both parties.

BEST REGARDS,

C.T.F.

PROCUREMENT & MARKETING MANAGER

ATTACHMENT A

TECHNICAL SPECIFICATIONS OF THE REQUESTED PARTS

SUPPLY OF rotary table B-37"1/2 (*)			
Item	Description	Reference	QTY
1	Rotary table B-37"1/2	B-37"1/2	1

ATTACHMENT B

UNPRICED TECHNICAL OFFER

Supply of rotary table B-37"1/2

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD

ROM: DDER'S FULL NAME: DDRESS: ELEPHONE N°: X N°: DNTACT NAME:			TO: COMPAGNIE TUNISIENNE DE FORAGE 19 RUE DE L'ARTISANAT 2035 CHARGUIA II ARIANA – L'AEROPROT TUNIS - TUNISIA	
	D 4 777	ORMA INVOICE :	N*:	
ITEM	QTY		DESCRI	PTION
		Detailed descri	ption of the EUI	<i>TPEMENT</i>
	<u>£</u>	AUTHORIZED SI	<u>GNATURE</u>	
NAME :	•••••		SIGNATUR	<i>BE</i> :
TITLE :	TITLE :		DATE :	
	_			
		COMPANY S	TAMP	

ATTACHMENT C

PRICED FINACIAL OFFER

Supply of rotary table B-37"1/2

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD

FROM: BIDDER'S FULL NAME:		TO: COMPAGNIE TUNISIENNE DE FORAGE 19 RUE DE L'ARTISANAT 2035 CHARGUIA II ARIANA – L'AEROPROT TUNIS - TUNISIA			
		PRO-FORMA INVO	ICE N*:		
		DATE :			
ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
		Detailed description of the EQUIPMENT			
TOTAL MA	TERIAL	VALUE EX-WORKS			
CHARGES(PACKI	NG, HANDLING , ETC)			
TOTAL EX	-WORKS)			
- DELIVERY - TERMS OF 90% AT AR 10% AFTER - VALIDITY	Y FROM I Y PAYME RIVAL O TESTIN Y OF BID	ND GROSS WEIGHT: DATE OF ORDER ACKNOWLEDGEN NT: CREDIT LETTER F THE ROTARY TABLE IN TUNISIA G OF THIS EQUIPMENT (TO BE NOT LESS THAN 90 DAYS AND CONDITIONS:	MENT: Preferably 03 months FROM BID CLOSING DATE):.		
		<u>AUTHORIZE</u>	ED SIGNATURE		
<i>NAME</i> :	••••••		SIGNATURE :		
TITLE :	••••••		DATE :		
COMPANY STAMP:					

ATTACHMENT D

CONTRACT

Between

Compagnie Tunisienne de Forage, referred to hereinafter as "C.T.F" Company whose head office is in Tunis, Tunisia, 19 rue de l'Artisanat, Charguia II, Ariana 2035 Aéroport, a company organized under the laws of the Republic of Tunisia, represented by its and Managing Director, Mr. Arfaoui Salem.

On the one part,

And,

COMPANY NAME referred to herein after as "**Contractor**" or "**Supplier**" whose office is at P.O. Box: XXXX, Address, company registered No: xxxx represented by its General Manager –, **Mr. xxxxxxxxx**.

On the other part,

CHAPTER I: GENERAL CONDITIONS

1.1 SCOPE OF WORK

Contractor will provide the following scope CTF's request as per **QUOTATION NUMBER** (Attachment B) as required by CTF inquiry "PP24-289":

One (1) ea. Rotary table

1.2 DURATION OF THE CONTRACT

This contract shall be valid for one year starting from signature date.

1.3 EFFECTIVE DATE OF THIS CONTRACT

This contract becomes effective on date of signature by both parties <u>and milestone payments are honoured</u> from C.T.F.

100% by irrevocable L/C against document (BL, Minutes and all needed documents mentioned in the attached table "COC, Monogram, NDE reports, Function test report," "Attachment C") as detailed:

90% at receipt of equipment in Tunisia "Sfax Port" (Basis on the Bill of Lading).

10% after testing the equipment in Sfax "CTF Base" (Basis on Minutes signed from parties "CTF/supplier").

CHAPTER II: OBLIGATIONS OF THE PARTIES

ARTICLE 1: CTF OBLIGATIONS

- **1.1** Furnish to **supplier** any information, which may be required and or useful for the execution of the present Contract.
- **1.2** Immediately notify to **supplier** in writing any modification to the original workscope.

ARTICLE 2: CONTRACTOR OBLIGATIONS

2.1 Loss, damages

Supplier name is required, as Contractor's exclusive liability to replace or repair in its discretion as soon as

possible at his costs and any missing items or nonconformity of part or the totality of the items. Any damages

or missing items caused by mishandling of equipment or during transportation – which is out of supplier control

- will not be replaced or repaired at SUPPLIER own cost. All direct expenses, fees and taxes incurred in making

such repair or replacements as provided in this article will be at supplier cost.

2.2 Rejected material

Any material rejected by CTF – after clarification of acceptance criteria with SUPPLIER - for reasons of a defect

or non-conformity with the requirements of this shall be repaired or replaced by supplier at its sole cost and

expenses and without compensation, as soon as possible (period will be fixed on time within accord between

two companies "CTF/SUPPLIER") from date of rejection notification.

2.3 Warranty

SUPPLIER shall <u>warrant</u> the equipment and accessories against any hidden defects, fabrication, or materials defects.

SUPPLIER shall also warrant the free repair or replacement of any contractually defective item without CTF

assuming any compensation.

During the warranty period, SUPPLIER shall, at its own discretion, make any repairs or replacement requested by

CTF. However, he can request to be reimbursed in case he determines that such repairs are not covered by the

warranty or are due to CTF improper usage.

SUPPLIER will warrant for material for a period of 12 months after testing process, however not later than 18

months after delivery EXW location.

ARTICLE 3: CONFIDENTIAL INFORMATIONS

All information obtained by the Contractor during the execution of the present Contract regarding CTF activities

shall be kept confidential. SUPPLIER shall use its best endeavours to ensure that such information is not divulged.

All commercial information, prices, provided by **SUPPLIER** shall remain confidential and **CTF** warrant not to disclose

any such commercial information, prices to any third party without the written consent of SUPPLIER.

ARTICLE 4: ASSIGNMENT OF CONTRACT

Neither Party shall assign all or part of this contract without the prior written consent of Other Party

If such CTF's consent is given, then SUPPLIER shall not be released from any of its obligations set forth in the present

Contract and its Exhibits.

CHAPTER III: TERMS AND CONDITIONS OF EXECUTION OF THE CONTRACT

ARTICLE 1:

Packing and marking

1.1 Packing

SUPPLIER shall pack all the equipment adequately.

Packaging will be done as per **SUPPLIER** as usual as OEM standard to avoid any problem at shipping time.

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1.2 Marking

All the equipment shall be clearly marked to mention the following:

COMPAGNIE TUNISIENNE DE FORAGE 19 RUE DE L'ARTISANAT – CHARGUIA II L'AEROPORT – 2035 ARIANA TUNISIA

Packing shall be marked to show the following information's:

- SUPPLIER name and address.
- -Parcel number in X/N form (the numerator will indicate the sequential number of the parcel and denominator the total number of parcels).
- -Gross weight of each parcel.
- -Dimension of each parcel in form L x W x H (length x width x height)

ARTICLE 2: TRANSPORT & DELIVERY TERMS

SUPPLIER shall deliver all the equipment, EXW xxxxx, in 3 months from receipt of our PO, under its responsibility, **CFR Sfax Tunisia** by dedicated truck at **CTF** charge.

CTF will be responsible for obtaining the importation licence and clearing the equipment through customs.

ARTICLE 3: Insurance coverage

CTF will be responsible for insurance coverage of the risks involved in transport of the equipment from **SUPPLIER** facilities to **CTF** Base Km 17 Route de Tunis – Sidi Salah-Sfax – Tunisia in accordance with the provision of incoterms 2020.

However supplier shall be responsible for packing, handling and loading of all the equipment on the truck.

CHAPTER IV: FINANCIAL TERMS AND CONDITIONS

ARTICLE 1: CONTRACT PRICES

The prices are inclusive of all rights, duties and taxes applicable outside Tunisia and related to the purchase of equipment and accessories, which shall be clearly listed in **Attachment A** "Priced Financial Offer" as following:

- xxxxxxxxxxxx \$ US for supplied equipment

1.1 Terms and conditions of contract prices

- 1.1.1 Unless expressly agreed otherwise in this contract, he prices set forth in this contract are final and not subject to any revision; excluding any days beyond SUPPLIER control
- 1.1.2 These prices are inclusive of all **SUPPLIER** direct and indirect costs including the following;
 - a) All duties and taxes outside of Tunisia;
 - b) Overhead and profit costs;
 - c) All SUPPLIER insurance except as otherwise provided in this Contract
- **1.1.3** Subcontractors are paid directly by contractor; **CTF** will not assume any liability in case **SUPPLIER** does not pay his subcontractors.

ARTICLE 2: MONEY OF ACCOUNT AND PAYMENT

The contract price is in Dollars US and payments of such Contract price shall be made in Dollars US.

ARTICLE 3: TERMS OF PAYMENT

Payment will be made, by wire transfer to **SUPPLIER** designated Bank account, by irrevocable credit letter for the purchase of equipment and recommended spare parts.

ARTICLE 4: TAXES

All taxes and duties connected to the performance of this contract and payable by **SUPPLIER** in xxxxx or any other country of jurisdiction shall be borne by **SUPPLIER** while those payable in Tunisia shall be born by **CTF**.

CHAPTER V: LEGAL CONDITIONS

ARTICLE 1: FORCE MAJEURE

Neither party will be considered as failing to meet its contractual obligations in case such failure is delayed, hindered or prevented by a case of force majeure.

Force majeure is defined as any unpredictable, irresistible event beyond the concerned party control which prevents him from meeting part or all of his obligations set forth herein.

Strikes of supplier's personnel, excluding national strikes, will not be considered as case of force majeure.

In the event delivery of supplies complete with accessories will be partially or totally hampered due to a case of force majeure, supplier shall advise **CTF** within Three (03) days by formal notification of the commencement and end of force majeure as well as the likely consequences on the fulfilment of this contractual obligation.

He shall also provide **CTF** with credible evidence of the existence and duration of the case of force majeure. **CTF** reserves the right to evaluate the reasons hampering the fulfilment of supplier's contractual obligations and to decide whether they are among force majeure cases or not.

Time required to fulfil supplier's contractual obligations will be extended by the number of days required to overcome the force majeure case. Should the force majeure case exceed **Ten (10) days; CTF** reserves the right to cancel this contract by written notice (fax or e-mail).

ARTICLE 2: GOVERNING LAW / DISPUTES AND CONFLICTS

This Contract, its interpretation, execution and performance hereof and the rights of all Parties hereunder shall be governed by the laws of U.K. excepting any of its procedural laws and principles governing choice of law that may lead to the application of any other law.

Any dispute is arising out of or in relation to this Contract, or the rights and obligations of the Parties hereunder, including its existence, validity or termination, shall first be referred to the managing directors of both parties for consideration and settlement by negotiation.

If no agreement is reached between the respective Managing Directors within thirty (30) days from the date of referral (irrespective of whether the Managing Directors arranged to meet or attempted to negotiate), any dispute, controversy, disagreement or claim arising out of or in relation to this contract, including its existence, validity or termination shall be submitted to the arbitration of either party and finally and binding resolved and settled under the Rules of Conciliation and Arbitration of LONDON Court.

The language for the arbitration shall be French or English.

ARTICLE 2. ENTIRETY OF CONTRACT	
ARTICLE 3: ENTIRETY OF CONTRACT	
This contract constitutes the entire agreement bet	ween the parties and supersedes and replaces all prior
documents or letters concerning the matters expressed	d herein.
ARTICLE 4: NOTICES	
All notices within this Contract must be made in writing	g and mailed or faxed or e-mailed to the following address:
FOR Contractor:	FOR CTF:
Point of Contact:	Contact:
Email:	Email:
	COMPAGNIE TUNISIENNE DE FORAGE
SUPPLIER Address	19 RUE DE L'ARTISANAT CHARGUIA II - AEROPORT
	2035 ARIANA – TUNISIE
ARTICLE 5: LIMITATION OF LIABILITY	
Contractor liability under this Agreement shall be limite	ed to the purchase price paid by CTF for the Equipment.
The parties hereto have executed this contract on	2024

Chief Executive Officer Chief Executive Officer

FOR

SUPPLIER

FOR

COMPAGNIE TUNISIENNE DE FORAGE

ITEM	Description	bidder proposal	CTF Decision
1	General technical data		
1.1	In order to perform a standard replacement, provision a Rotary drilling table MODEL OILWELL B37"1/2 or equivalent Rotary table Compatible with original place.		
1.2	Suitable to replace the existing OILWELL B37"1/2 Rotary table (see picture 1)		
1.3	CTF can accept an offer for new or Original rebuilt Rotary table.		
1.4	If the proposed Rotary table cannot fit the original place. The service provider shall perform the necessary adaptation job. The adaptation cost must be included in the price offer.		
1.5	Design and manufacture according to API 7K standard last edition.		
2	ROTARY TABLE SPECIFICATION		
2.1	Model: turn table opening B 37-1/2		
2.2	Design: Rectangular housing and cover		
2.3	Rated load capacity minimum 500 Metric Tons		
2.5	Minimum Torques rating: 40,00 ft/lbs at 100 rpm		
2.6	Rotation mechanical lock device		

ITEM	Description	bidder proposal	CTF Decision
2.8	Rotary table dimensions (+/- 1/2")		
2.8.1	Height with cover: 28-1/8" +/-		
2.8.2	Length:7'-2-1/2""		
2.8.3	Length under cover 6'-11-3/4"		
2.8.4	Length under cover with gear shaft :8'-0-1/2"		
2.8.5	Width: 6'-0"		
2.8.6	Width under cover :5'-0"		
2.9	Master bushings		
2.91	Type: MPCH		
2.9.2	 Master bushings accommodate all drill pipe slips as well as 8 5/s" and smaller casing slips. Suitable for insert bowl API API # 1 Insert Bowl 11-3/4" & 13-3/8" API #2 Insert Bowl 9-5/8" & 10-3/4" MPCH API #3 Insert Bowl 8-5/8" & Smaller MPCH 		
5.3	Compliance documents		
5.3.1	Compliance documents for new rotary table		
5.3.1.1	Document to be provided with the price offer		
j			

ITEM	Description	bidder proposal	CTF Decision
5.3.1.1.1	OEM API Monogram 7k valid		
5.3.1.1.2	Document proving that the manufacturer had a Monogram 7 k API since 2013 or before		
5.3.1.2	Document to be provided before delivery of Rotary Table		
5.3.1.2.1	Soft & Two (2) Hard Copy of use and maintenance manual		
5.3.1.2.2	Soft & Two (2) Hard Copy of spare parts manual		
5.3.1.2.3	Certificate of warranty		
5.3.1.2.4	 Certificate of conformity according to API 7k 		
5.3.1.2.5	QA/QC data book		
5.3.1.2.6	mill test certificate		
5.3.1.2.7	Welding process (if applicable)		
5.3.2	Compliance documents for rebuilt rotary table		
5.3.2.1	Cat IV maintenance report approved by the original manufacturer		

ITEM	Description	bidder proposal	CTF Decision
5.3.2.2	Certificate of conformity (COC) approved by the original manufacturer		
5.3.2.3	Full NDT report including the frame		
5.3.2.4	Certificate of NDT inspector		

the existing OILWELL B37"1/2 Rotary table - picture 1



