

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

FROM : C.T.F

FAX REF :

DATE : 16/03/2022

CONTACT NAME :

Page (01) of (19) including this page

TO :

ATT: :

FAX N° :

Y/REF :

COPY :

SUBJECT : INVITATION TO BID N° PP 2022/170

SUPPLY OF : 05 LOTS OF VARIOUS SPARE PARTS

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

05 LOTS OF VARIOUS SPARE PARTS

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

You can submit quotes to as many lots as you wish (1 ...,5 lots)

A - SCOPE OF WORK :

*Supply and delivery (as specified in Attachment C of each lot) of **05 LOTS OF VARIOUS SPARE PARTS** to meet the technical specifications detailed in Attachment A.*

B – DELIVERY REQUIREMENT

The delivery of each lot as indicated in attachment C shall be considered as a technical criteria. In case of late delivery a delay penalty of 1‰ per day of the total amount of the purchase order to be applied provided that such penalties will not exceed 5% of the total purchase order.

C - ACKNOWLEDGEMENT:

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

D - BID CLOSING DATE:

*Bids must be delivered by courier to CTF head office as soon as possible but no later than **Wednesday 30th Mars 2022** at 11 a.m (local time) as per bid submission instructions hereinafter.*

E- 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.*

F – VALIDITY:

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

G/ 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 :

G-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 Second internal sealed envelope shall:

** 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.*

*- **The outer sealed envelope containing the 2 internal sealed envelopes shall** be sent by registered mail or by courier to the following address so as to arrive as soon as possible but no later than, **Wednesday 30th Mars 2022 at 11 a.m** (local time) 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"

INQUIRY N° PP/2022/170
Supply of 05 LOTS OF VARIOUS SPARE PARTS**

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

H - 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**

I - SPECIAL NOTES:

- I.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.*
- I.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.*
- I.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.*
- I.4-Bidders are requested to quote for only Ex-Works*
- I.5-Certificate of conformance to be supplied in case P.O is placed.*

BEST REGARDS,

C.T.F.

PROCUREMENT & PURCHASING DIRECTION.

ATTACHMENT A
TECHNICAL SPECIFICATIONS OF THE REQUESTED PARTS

<i>LOT N° 1 : Electrical cables</i>			
<i>Item</i>	<i>Description</i>	<i>Ref</i>	<i>Qty</i>
<i>1</i>	<i>Flexible Power Cable 444AWG-1C</i>	<i>37-102-123</i>	<i>300</i>
<i>2</i>	<i>Flexible Power Cable , Three Conductor Unarmored #14AWG-3C</i>	<i>37-102-508</i>	<i>300</i>
<i>3</i>	<i>Flexible Control Cable-20 conducteurs-Unarmored #12AWG-20C</i>	<i>37-102-519</i>	<i>200</i>
<i>4</i>	<i>Flexible Power Cable - Four Conductor -Unarmored #8AWG-4C</i>	<i>37-102-409</i>	<i>100</i>

<i>LOT N° 2 : Spare parts for dresser sleeve</i>			
<i>Item</i>	<i>Description</i>	<i>Ref</i>	<i>Qty</i>
<i>1</i>	<i>BOLT 5/8-10''3/4 FOR .DRESSER COUPLING</i>	<i>*DRE-BOLT 5/8-11</i>	<i>15</i>
<i>2</i>	<i>BOLT 5/8-19''1/2 FOR .DRESSER COUPLING</i>	<i>*DRE-BOLT 5/8-20</i>	<i>20</i>
<i>3</i>	<i>BOLT 5/8X28 FOR DRESSER COUPLING</i>	<i>*DRE-BOLT5/8 X28</i>	<i>20</i>
<i>4</i>	<i>DRESSER SLEEVE RUBBER 12'' ; Buna S (Grade 27) Max. Temp. 212°F*</i>	<i>12-750</i>	<i>15</i>
<i>5</i>	<i>DRESSER SLEEVE RUBBER 6'' ; Buna S (Grade 27) Max. Temp. 212°F*</i>	<i>6-625</i>	<i>30</i>
<i>6</i>	<i>DRESSER SLEEVE RUBBER 8'' ; Buna S (Grade 27) Max. Temp. 212°F*</i>	<i>8-750</i>	<i>30</i>
<i>7</i>	<i>DRESSER SLEEVE RUBBER 10'' ; Buna S (Grade 27) Max. Temp. 212°F*</i>	<i>10-750</i>	<i>20</i>
<i>8</i>	<i>VICTAULIC GASKET 5'' STYLE 77</i>	<i>*VICTAULIC-GKT-5''</i>	<i>5</i>
<i>9</i>	<i>VICTAULIC GASKET 6'' STYLE 77</i>	<i>*VICTAULIC-GKT-6''</i>	<i>5</i>
<i>10</i>	<i>VICTAULIC GASKET 2'' STYLE 77</i>	<i>*VICTAULIC-GKT-2''</i>	<i>5</i>

LOT N° 3 : CHIKSAN spare parts (*)			
Item	Description	Ref	Qty
1	SOUR GAS LONGS WEEP SWIVEL STYLE50 MXF FIG 1502	3143916	8
2	SOUR GAS LONGS WEEP CEMENTING AND CIRCULATIONG HOSE 2" X12" FIG 1502	3263332	8
(*)NB: for all items of lot3: H2S –trim/ SWP 10000 PSI Furnish:-OEM COC of the manufacturer -Mill test certificate -Pressure test certificate -Maintenance manual -Data sheet			

LOT N° 4 : spare parts for hydraulic Ezy Torque (*)			
Item	Description	Ref	Qty
1	EZE TORQUE CYLINDER SEAL KIT (ALL CYLINDER SEALS)	T17568-07	1
2	EZE TORQUE POWER UNIT / CONTROL BOX SPARE KIT	T17567-50	1
3	WIRELINE	T22488	1
(*)NB: Hydraulic Ezy Torque model T17567, SN 136A, MFG 11/2019			

LOT N° 5 : Safety Spare parts			
Item	Description	Ref	Qty
1	"WHIPCHEK" SAFETY CABLE(Powder Coated) ,Hose I.D :1/2" - 2" ; Length :28" - for hose-to-hose service	WCKHTH-006	50
2	"WHIPCHEK" SAFETY CABLE (Powder Coated),Hose I.D :1/2"-1"1/4; L: :20"1/4 -for hose-to-hose service	WCKHTH-005	50

ATTACHMENT B

UNPRICED TECHNICAL OFFER

LOT N°1 : Electrical cables

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD
--

FROM :
BIDDER'S FULL NAME:
ADDRESS:
TELEPHONE N° :
FAX N°:
CONTACT NAME:

TO:
COMPAGNIE TUNISIENNE
DE FORAGE
19 RUE DE L'ARTISANAT 2035
CHARGUIA II ARIANA – L'AEROPROT
TUNIS - TUNISIA

PRO-FORMA INVOICE N° :

DATE :

<i>ITEM</i>	<i>QTY</i>	<i>DESCRIPTION</i>
		<i>Detailed description of the PARTS</i>

AUTHORIZED SIGNATURE

NAME :

SIGNATURE :

TITLE :

DATE :

COMPANY STAMP

ATTACHMENT B

UNPRICED TECHNICAL OFFER

LOT N°2 :Spare parts for dresser sleeve

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD
--

FROM :
BIDDER'S FULL NAME:
ADDRESS:
TELEPHONE N° :
FAX N°:
CONTACT NAME:

TO:
COMPAGNIE TUNISIENNE
DE FORAGE
19 RUE DE L'ARTISANAT 2035
CHARGUIA II ARIANA – L'AEROPROT
TUNIS - TUNISIA

PRO-FORMA INVOICE N° :

DATE :

<i>ITEM</i>	<i>QTY</i>	<i>DESCRIPTION</i>
		<i>Detailed description of the PARTS</i>

AUTHORIZED SIGNATURE

NAME :

SIGNATURE :

TITLE :

DATE :

COMPANY STAMP

ATTACHMENT B

UNPRICED TECHNICAL OFFER

LOT N° 3 : CHIKSAN spare parts

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD
--

FROM :
BIDDER'S FULL NAME:
ADDRESS:
TELEPHONE N° :
FAX N°:
CONTACT NAME:

TO:
COMPAGNIE TUNISIENNE
DE FORAGE
19 RUE DE L'ARTISANAT 2035
CHARGUIA II ARIANA – L'AEROPROT
TUNIS - TUNISIA

PRO-FORMA INVOICE N° :

DATE :

<i>ITEM</i>	<i>QTY</i>	<i>DESCRIPTION</i>
		<i>Detailed description of the PARTS</i>

AUTHORIZED SIGNATURE

NAME :

SIGNATURE :

TITLE :

DATE :

COMPANY STAMP

ATTACHMENT B

UNPRICED TECHNICAL OFFER

LOT N°4 : spare parts for hydraulic Ezy Torque

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD
--

FROM :

BIDDER'S FULL NAME:

ADDRESS:

TELEPHONE N° :

FAX N°:

CONTACT NAME:

TO:

COMPAGNIE TUNISIENNE

DE FORAGE

19 RUE DE L'ARTISANAT 2035

CHARGUIA II ARIANA – L'AEROPROT

TUNIS - TUNISIA

PRO-FORMA INVOICE N° :

DATE :

<i>ITEM</i>	<i>QTY</i>	<i>DESCRIPTION</i>
		<i>Detailed description of the PARTS</i>

AUTHORIZED SIGNATURE

NAME :

SIGNATURE :

TITLE :

DATE :

COMPANY STAMP

ATTACHMENT B

UNPRICED TECHNICAL OFFER

LOT N°5: Safety Spare parts

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD
--

FROM :

BIDDER'S FULL NAME:

ADDRESS:

TELEPHONE N° :

FAX N°:

CONTACT NAME:

TO:

COMPAGNIE TUNISIENNE

DE FORAGE

19 RUE DE L'ARTISANAT 2035

CHARGUIA II ARIANA – L'AEROPROT

TUNIS - TUNISIA

PRO-FORMA INVOICE N° :

DATE :

<i>ITEM</i>	<i>QTY</i>	<i>DESCRIPTION</i>
		<i>Detailed description of the PARTS</i>

AUTHORIZED SIGNATURE

NAME :

SIGNATURE :

TITLE :

DATE :

COMPANY STAMP

ATTACHMENT C

PRICED FINACIAL OFFER

LOT N°1 : Electrical cables

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD

FROM :
BIDDER'S FULL NAME:
ADDRESS:
TELEPHONE N° :
FAX N°:
CONTACT NAME:

TO:
COMPAGNIE TUNISIENNE
DE FORAGE
19 RUE DE L'ARTISANAT 2035
CHARGUIA II ARIANA – L'AEROPROT
TUNIS - TUNISIA

PRO-FORMA INVOICE N° :

DATE :

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		Detailed description of the PARTS		
TOTAL MATERIAL VALUE EX-WORKS			
(PACKING, HANDLING, ETC ...)			
TOTAL PRICE			

- **MANUFACTURER NAME OF EACH ITEM: ANY MANUFACTURER WILL BE ACCEPTED**
- **COUNTRY OF ORIGIN :**
- **COUNTRY OF EMBARKATION :**
- **ESTIMATED NET AND GROSS WEIGHT :**
- **DELIVERY FROM DATE OF ORDER ACKNOWLEDGEMENT : PREFERABLY within 1 Months but not to exceed 2 Months from receipt of the PO**
- **TERMS OF PAYMENT : NET 30 DAYS / CASH AGAINST DOCUMENT**
- **VALIDITY OF BID (TO BE NOT LESS THAN 90 DAYS FROM BID CLOSING DATE) :**
- **GENERAL TERMS AND CONDITIONS :**

AUTHORIZED SIGNATURE

NAME :

SIGNATURE :

TITLE :

DATE :

COMPANY STAMP :

PRICED FINANCIAL OFFER

LOT N°2 : Spare parts for dresser sleeve

**PRO-FORMA INVOICE FORMAT
USING YOUR COMPANY LETTER HEAD**

FROM :
BIDDER'S FULL NAME:
ADDRESS:
TELEPHONE N° :
FAX N°:
CONTACT NAME:

TO:
COMPAGNIE TUNISIENNE
DE FORAGE
19 RUE DE L'ARTISANAT 2035
CHARGUIA II ARIANA – L'AEROPROT
TUNIS - TUNISIA

PRO-FORMA INVOICE N° :

DATE :

<i>ITEM</i>	<i>QTY</i>	<i>DESCRIPTION</i>	<i>UNIT PRICE</i>	<i>EXTENDED PRICE</i>
		Detailed description of the PARTS		
TOTAL MATERIAL VALUE EX-WORKS			
(PACKING, HANDLING , ETC ...)			
TOTAL PRICE			

- **MANUFACTURER NAME OF EACH ITEM: ANY MANUFACTURER WILL BE ACCEPTED**
- **COUNTRY OF ORIGIN :**
- **COUNTRY OF EMBARKATION :**
- **ESTIMATED NET AND GROSS WEIGHT :**
- **DELIVERY FROM DATE OF ORDER ACKNOWLEDGEMENT : PREFERABLY within 01 Month but not to exceed 02 Months from receipt of the PO**
- **TERMS OF PAYMENT : NET 30 DAYS / CASH AGAINST DOCUMENT**
- **VALIDITY OF BID (TO BE NOT LESS THAN 90 DAYS FROM BID CLOSING DATE) :**
- **GENERAL TERMS AND CONDITIONS :**

AUTHORIZED SIGNATURE

NAME :

SIGNATURE :

TITLE :

DATE :

COMPANY STAMP :

PRICED FINANCIAL OFFER
LOT N° 3: CHIKSAN spare parts

PRO-FORMA INVOICE FORMAT
USING YOUR COMPANY LETTER HEAD

FROM :
BIDDER'S FULL NAME:
ADDRESS:
TELEPHONE N° :
FAX N°:
CONTACT NAME:

TO:
COMPAGNIE TUNISIENNE
DE FORAGE
19 RUE DE L'ARTISANAT 2035
CHARGUIA II ARIANA – L'AEROPROT
TUNIS - TUNISIA

PRO-FORMA INVOICE N° :

DATE :

<i>ITEM</i>	<i>QTY</i>	<i>DESCRIPTION</i>	<i>UNIT PRICE</i>	<i>EXTENDED PRICE</i>
		Detailed description of the PARTS		
TOTAL MATERIAL VALUE EX-WORKS			
(PACKING, HANDLING , ETC ...)			
TOTAL PRICE			

- **MANUFACTURER NAME OF EACH ITEM: ANY MANUFACTURER WILL BE ACCEPTED**
- **COUNTRY OF ORIGIN :**
- **COUNTRY OF EMBARKATION :**
- **ESTIMATED NET AND GROSS WEIGHT :**
- **DELIVERY FROM DATE OF ORDER ACKNOWLEDGEMENT : PREFERABLY within 02 Weeks but not to exceed 04 Weeks from receipt of the PO**
- **TERMS OF PAYMENT : NET 30 DAYS / CASH AGAINST DOCUMENT**
- **VALIDITY OF BID (TO BE NOT LESS THAN 90 DAYS FROM BID CLOSING DATE) :**
- **GENERAL TERMS AND CONDITIONS :**

AUTHORIZED SIGNATURE

NAME :

SIGNATURE :

TITLE :

DATE :

COMPANY STAMP :

PRICED FINANCIAL OFFER

LOT N°4 : spare parts for hydraulic Ezy Torque

**PRO-FORMA INVOICE FORMAT
USING YOUR COMPANY LETTER HEAD**

FROM :
BIDDER'S FULL NAME:
ADDRESS:
TELEPHONE N° :
FAX N°:
CONTACT NAME:

TO:
COMPAGNIE TUNISIENNE
DE FORAGE
19 RUE DE L'ARTISANAT 2035
CHARGUIA II ARIANA – L'AEROPROT
TUNIS - TUNISIA

PRO-FORMA INVOICE N° :

DATE :

<i>ITEM</i>	<i>QTY</i>	<i>DESCRIPTION</i>	<i>UNIT PRICE</i>	<i>EXTENDED PRICE</i>
		<i>Detailed description of the PARTS</i>		
TOTAL MATERIAL VALUE EX-WORKS			
(PACKING, HANDLING , ETC ...)			
TOTAL PRICE			

- **MANUFACTURER NAME OF EACH ITEM: ANY MANUFACTURER WILL BE ACCEPTED**
- **COUNTRY OF ORIGIN :**
- **COUNTRY OF EMBARKATION :**
- **ESTIMATED NET AND GROSS WEIGHT :**
- **DELIVERY FROM DATE OF ORDER ACKNOWLEDGEMENT : PREFERABLY within 02 Weeks but not to exceed 04 Weeks from receipt of the PO**
- **TERMS OF PAYMENT : NET 30 DAYS / CASH AGAINST DOCUMENT**
- **VALIDITY OF BID (TO BE NOT LESS THAN 90 DAYS FROM BID CLOSING DATE) :**
- **GENERAL TERMS AND CONDITIONS :**

AUTHORIZED SIGNATURE

NAME :

SIGNATURE :

TITLE :

DATE :

COMPANY STAMP :

PRICED FINANCIAL OFFER
LOT N°5 : Safety Spare parts

PRO-FORMA INVOICE FORMAT
USING YOUR COMPANY LETTER HEAD

FROM :
BIDDER'S FULL NAME:
ADDRESS:
TELEPHONE N° :
FAX N°:
CONTACT NAME:

TO:
COMPAGNIE TUNISIENNE
DE FORAGE
19 RUE DE L'ARTISANAT 2035
CHARGUIA II ARIANA – L'AEROPROT
TUNIS - TUNISIA

PRO-FORMA INVOICE N° :

DATE :

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		Detailed description of the PARTS		
TOTAL MATERIAL VALUE EX-WORKS			
(PACKING, HANDLING , ETC ...)			
TOTAL PRICE			

- **MANUFACTURER NAME OF EACH ITEM: ANY MANUFACTURER WILL BE ACCEPTED**
- **COUNTRY OF ORIGIN :**
- **COUNTRY OF EMBARKATION :**
- **ESTIMATED NET AND GROSS WEIGHT :**
- **DELIVERY FROM DATE OF ORDER ACKNOWLEDGEMENT : PREFERABLY within 02 Weeks but not to exceed 04 Weeks from receipt of the PO**
- **TERMS OF PAYMENT : NET 30 DAYS / CASH AGAINST DOCUMENT**
- **VALIDITY OF BID (TO BE NOT LESS THAN 90 DAYS FROM BID CLOSING DATE) :**
- **GENERAL TERMS AND CONDITIONS :**

AUTHORIZED SIGNATURE

NAME :

SIGNATURE :

TITLE :

DATE :

COMPANY STAMP :

ATTACHMENT D

MAIN TERMS AND CONDITIONS

ATTACHMENT D

MAIN TERMS AND CONDITIONS

A Purchase Order will be issued to the successful bidders based on the following main terms and conditions

1/ Purchase Order Prices

Purchase Order prices are inclusive of all rights, duties and taxes applicable outside Tunisia and related to the supply of Each lot including all costs related to packing, handling, shipping and delivery .

2/ Prices validity :

The prices of the Purchase Order, shall remain firm throughout delivery and not subject to any revision.

3/ Payment:

Payment will be made by wire transfer to the supplier's designated Bank account no later than 30 days from date of receipt of invoice or cash against document.

4/ Payment of subcontractors:

Subcontractors are paid directly by the supplier; CTF will not assume any liability in case supplier does not pay his subcontractors.

5/ Conformity:

The SPARE PARTS shall be in conformity with the technical specifications set forth in attachment A and in supplier's quote.

CTF reserves the right to call on experts or technicians of it's choice to examine, control and test the SPARE PARTS in view of their acceptance.

In the event SPARE PARTS turn out not to be in conformity , expert fees will be at supplier's cost even in case of replacement of the rejected SPARE PARTS .

Accordingly supplier will not be entitled to make any claim of what ever nature as a result of incurring above costs.

6/ Delivery:

Delivery will be as stated in supplier's bid and the resulting Purchase Order.

Such delivery shall be respected and no delays will be allowed except as provided under article 10 (Force Majeure).

7/ Packing and Transport:

7-1Packing and marking:

➤ **Packing:**

Supplier shall pack the SPARE PARTS adequately in such a manner as to prevent any damages during transport from ex-works .

Packing shall be adequate to provide good conservation during handling, bad weather etc... supplier shall bear the full responsibility for damages resulting from improper packing of material.

The packaging must be only in cardboard or in wood boxes instead of plastic packing otherwise penalties will be applied

➤ **Marking**

Each parcel shall be clearly marked to mention the following:

**COMPAGNIE TUNISIENNE DE FORAGE
19 RUE DE L'ARTISANAT – CHARGUIA II**

L'AEROPORT – 2035 ARIANA

TUNISIA

PURCHASE ORDER N°

Packing shall be marked to show the following informations:

- *Supplier's name and address.*
- *Parcel number in X/N form (the numerator will indicate the sequential number of the parcel and de 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)*
- *Special marking as required for specific material such as fragile , Top , Bottom etc....*

7-2 Insurance coverage :

CTF will be responsible for insurance coverage of the risks involved in transport of the SPARE PARTS from port of loading or F.O.T (if delivery by truck) to port of unloading in accordance with the provision of incoterms 2020 or latest edition of ICC

However supplier shall be responsible for packing, handling and loading of the SPARE PARTS on the vessel or truck.

8/ Loss, Damages, Rejected Material

8.1 Loss, damages:

Supplier is required to replace as soon as possible at his costs and expenses (including all costs involved from ex-works to CTF designated delivery site) any missing items or non conformity of part or the totality of the items

All expenses, fees and taxes of what ever nature and – notwithstanding their amounts- incurred in making such replacements as provided in this article will be at supplier's cost.

8.2 Rejected material

Any material rejected by CTF shall be replaced by supplier at his sole cost and expenses and without compensation, as soon as possible but no later than Seven (07) days from date of rejection notification.

9/ Guarantee:

Supplier shall guarantee the SPARE PARTS against any hidden defect, fabrication or materials defects for a period of 12 months from date of first usage or 18 months from shipping date (as stated in the bill of lading or CMR whichever comes first).

This guarantee shall also cover any and all costs related to travel of personnel, packing and shipment incurred when replacing or repairing defective material weather at a designated location or at CTF Base.

During the guarantee period, supplier shall make any repairs requested by CTF. However, he can request to be reimbursed in case he determines that such repairs are not covered by the guarantee or are due to CTF improper usage or handling of the SPARE PARTS

10/ Force Majeure

Neither party will be considered as failing to meet it's 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 setforth in the present contract.

Strikes of supplier's personnel will not be considered as case of force majeure.

*In the event delivery of the SPARE PARTS 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 fulfillment 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 fulfillment of supplier's contractual obligations and to decide whether they are among force majeure cases or not.

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

11/ Disputes And Conflicts

Any disputes related to the interpretation or the execution of the present contract –unless settled amicably by the parties- shall be settled by the competent Tunisian court.