# 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.FTO

FAX REF: ATT:

FAX Nº : VIA MAIL **CONTACT NAME:** Y/REF **COPY** Page (01) of (23) including this page

SUBJECT: INVITATION TO BID N° PP 2022/411

SUPPLY OF 07 LOTS OF SPARE PARTS

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

#### SUPPLY OF 07 LOTS OF 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.

Bidders can submit for any lot or all lots.

### A - SCOPE OF WORK:

DATE : 08/08/2022

Supply and delivery (as specified in Attachment C) of SUPPLY OF 07 LOT OF SPARE 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 or email.

#### **D** - BID CLOSING DATE:

Bids must be sent to CTF head office as soon as possible but no later than August 22, 2022 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.
- <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, **August 22, 2022** 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/2022/411 SUPPLY OF 07 LOTS OF 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 & MARKETING MANAGER

### ATTACHMENT A

### TECHNICAL SPECIFICATIONS OF THE REQUESTED PARTS

	Lot01: Spare parts for MSP DRILEX B	<i>BOP</i> (*)	
Item	Description	Reference	QTY
1	Variable 2 "7/8 - 5" Ram Assembly for MSP DRILEX 11" 5M	M-645360-01	1
2	TOP SEAL	M-644217-01-00-01	6
3	PACKER VARIABLE MSP	M-644926-01-00-01	1

(\*)NB: Aftermarket parts are accepted:

- The manufacturer confirms the suitability of these parts for this type of BOP 11" x 5000 PSI MSP drillex
- API Q1 or ISO 9001 certified manufacturer for manufacturing BOP spare parts are requested -Supply of COC Parts according to API 16A
- -For this BOP, CTF had previously used Kit Cameron which is adequate (All items was for MSP/DRILEX BOP interchangeable with CAMERON BOP type U).

	Lot02: DTS electrical spare parts (*)		
Item	Description	Ref	QTY
1	EXPLOSION PROOF FLASHER 230V 50/60 HZ or equivalent (as https://www.moflash.co.uk/product/bc125-stainless-steel-explosion-proof-beacon/	XFL30	1
2	BALLAST 220V,60HZ or equivalent (as https://www.kfms.fr/fr/ballast-pour-tubes-t8-diametre-26/964-ballast-philips-hf-s-3418-tl-d-220-240-ii-50-60hz8711500999320.html	SF009	5
3	STARTING AID. 400 W or equivalent (as https://bh-estore.com/dts-lamp-holder-with-starter-base-for-xff-xfr-xfp-fr-ff-part-of-gear-tray-d007.html	SF012	10
4	LAMP HOLDER. Or equivalent ( as https://online- electrical.co.za/products/400w-son-t-hps-e40-lamp	XFF012	5
5	BALLAST 65W 208/220 VAC 50HZ or equivalent (as https://www.kfms.fr/fr/ballast-pour-tubes-t8-diametre-26/964-ballast-philips-hf-s-3418-tl-d-220-240-ii-50-60hz8711500999320.html	FF008	4
6	BALLAST 400W 220/240V 50HZ or equivalent (as <a href="https://www.prozic.com/www2/produits/pdf/BALLASTM400">https://www.prozic.com/www2/produits/pdf/BALLASTM400</a> )	P009	4
7	ballast 400w 60Hz or equivalent	P004	5

(\*)NB: Aftermarket parts are acceptable. To furnish datasheet for each item in order to decide by our technical team that is acceptable or not.

	Lot03: Bearing for BAYI	LOR Brake	
Item	Description	Ref	QTY
1	BEARING, ROLLER SPHE	1030-20-0002 (*)	2
(*) <i>Th</i>	is is NOV reference. It is equivalent to 23040 CC/W33 or	FAG 23040 EASM	

	Lot04: Battery lead acid 1	2V 35.0 AH	
Item	Description	Ref	QTY
1	Battery lead acid 12V 35.0 AH	PS-12350 (*)	20

(\*)This is furnished by VICTOR LIGHTING (see attached photo). Technical specifications:

**Brand Power-Sonic** 

Vehicle Service Type Motorcycle

Voltage 12 Volts

Battery Cell Composition Lead-Acid, AGM

Item Weight 24 Pounds

Number Of Cells 6

Original Power Sonic PS-12350 12V 35AH SLA Battery.

Dimensions: (L) 7.72 x (W) 5.14 x (H) 7.00. Weight: 24.70 lbs.

SLA/AGM maintenance free, spill proof battery

Rechargeable battery that can be mounted in any position, resists shocks and vibration

	Lot05: Martin Decker Totco spare parts		
Item	Description	Ref	QTY
1	DIAPHRAGM	E40-1	30
2	CHECK VALVE MARTIN DECKER	F10021A	6
3	CLAMP HEX SCREW LINE	HA200-116B	6
4	LOCKWASHER CLAMP 7/8	HA202-031	6
5	NUT	HA201-042A	6
6	M/D FLUID	214359-101	30
7	M/D FLUID (4 LITER CAN)	W15-4	5
8	RECORDER PEN BLUE	100167-00002	6
9	RETAINER NUT	J79	4
10	RECORDER PEN RED	100167-00001	4

	Lot06: AEROQUIP parts		
Item	Description	Ref	QTY
1	AEROQUIP COUPLING	5600-6-6S	10
2	ADAPTER	2027-6-6S	8
3	ADAPTER	2021-12-8S	10
4	FITTING	4411-4S	10
5	FITTING MALE	412-4-4S	10
6	AEROQUIP FITTING MALE	412-2-4S	6

	Lot07: Ring Gash	ket	
Item	Description	Ref	QTY
1	Ring Joint	R35	10
2	Ring Joint	BX160	15

# ATTACHMENT B

# UNPRICED TECHNICAL OFFER

# Lot01: Spare parts for MSP DRILEX BOP

ROM : DDER'S FULL NAME: DDRESS: ELEPHONE N° : DNTACT NAME:			TO: COMPAGNIE TUNISIENNE DE FORAGE 19 RUE DE L'ARTISANAT 2035 CHARGUIA II ARIANA – L'AEROPROT TUNIS - TUNISIA	
			<i>ICE N</i> •:	
	DATE	:		
ITEM	QTY		DESCRIPTION	
		Detailed de	scription of the PARTS	
	4	<u>AUTHORIZEI</u>	O SIGNATURE	
<i>NAME</i> :	••••••		SIGNATURE :	
NAME :			SIGNATURE :  DATE :	
		COMPAN		

# Lot02: DTS electrical spare parts

OM: DDER'S FULL NAME: DDRESS: LEPHONE N°: X N°:			TO: COMPAGNIE TUNISIENNE DE FORAGE 19 RUE DE L'ARTISANAT 2035 CHARGUIA II ARIANA – L'AEROPROT TUNIS - TUNISIA	
		ORMA INVOIC :	CE N*:	
ITEM	QTY	<del></del>	DESCRIPTION	
	~	Detailed desc	cription of the PARTS	
	<u>.</u>	<u>AUTHORIZED</u>	<u>SIGNATURE</u>	
<i>NAME</i> :			SIGNATURE :	
TITLE :			DATE:	
	ſ	COMPANY	Y STAMP	
	-			

# Lot03: Bearing for BAYLOR brake

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

TO:

FROM:

DDER'S FULL NAME:		DE FORAGE 19 RUE DE L'ARTISANAT 2035
ITEM	QTY	DESCRIPTION
		Detailed description of the PARTS
		<u>AUTHORIZED SIGNATURE</u>
<i>NAME</i> :		SIGNATURE:
TITLE :		DATE :
	ſ	COMPANY STAMP

# Lot04: Battery lead acid 12 V 35.0 AH

FROM: BIDDER'S FULL NAM 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	
			ICE N*:	
	DATE	:		
ITEM	QTY		DESCRIPTION	
		Detailed de	escription of the PARTS	
	<u> </u>	AUTHORIZE	D SIGNATURE	
NAME :			SIGNATURE:	
TITLE :			DATE:	
		COMPA	NY STAMP	

# Lot05: Martin Decker Totco spare parts

# PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD

FROM:

TO:

DDER'S FULL NAME:		FORMA INVOICE N°:
ITEM	QTY	DESCRIPTION
		Detailed description of the PARTS
		<u>AUTHORIZED SIGNATURE</u>
<i>NAME</i> :		SIGNATURE:
TITLE :		DATE:
	ſ	COMPANY STAMP

# Lot06: AEROQUIP parts

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

FROM:

OM: DDER'S FULL NAME: DRESS: LEPHONE N°: NTACT NAME:		••••••	19 RUE DE L'ARTISANAT 2035	
	D 4 777	ORMA INVOI	CE N*:	
	Dill	•	••••••	
ITEM	QTY		DESCRIPTION	
		Detailed des	scription of the PARTS	
	<u> </u>	<u>AUTHORIZED</u>	<u> SIGNATURE</u>	
NAME :			SIGNATURE :	
TITLE :			DATE :	
	Γ	COMPAN	Y STAMP	
	-			

# Lot07: Ring Gasket

# PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD

FROM:

TO:

DDER'S FULL NAME:		
ITEM	QTY	DESCRIPTION
		Detailed description of the PARTS
		<u>AUTHORIZED SIGNATURE</u>
NAME :		SIGNATURE :
TITLE :	•••••	DATE:
	ſ	COMPANY STAMP

# ATTACHMENT C

# PRICED FINACIAL OFFER

# Lot01: Spare parts for MSP DRILEX BOP

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 : DATE :	N•:		
ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
		Detailed description of the PARTS			
TOTAL MA	TERIAL	VALUE EX-WORKS			
( PACKINO	G, HANL	DLING, ETC)			
TOTAL PR	ICE				
- TERMS OF - VALIDITY	F PAYME F OF BIL	DATE OF ORDER ACKNOWLEDGEMENT  ON THE SOLUTION STATE OF THE SOLUTI	OOCUMENT M BID CLOSING DATE ) :		
		<u>AUTHORIZED SI</u>	<u>GNATURE</u>		
NAME : SIGNATURE :			······		
<i>TITLE</i> :	•••••	DATE :			
		COMPANY SZ	TAMP :		

# Lot02: DTS electrical spare parts

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 INVOIC DATE :	CE N° :	····	
ITEM	QTY	DESCRIPTION	UNIT PR	EXTENDED PRICE	
		Detailed description of the PART	TS		
TOTAL MA	TERIAL	VALUE EX-WORKS			
( PACKINO	G, HANI	OLING , ETC)			
TOTAL PR	ICE				
- TERMS OF	F PAYME Y OF BIL	DATE OF ORDER ACKNOWLEDGEMENT: NET 30 DAYS / CASH AGAIN, D (TO BE NOT LESS THAN 90 DAYS F S AND CONDITIONS:	ST DOCUMENT TROM BID CLOSING DA	TE):	
		<u>AUTHORIZEI</u>	O SIGNATURE		
<i>NAME</i> : <i>SIGNATURE</i> :					
TITLE :					
		COMPAN	Y STAMP :		

# Lot03: Bearing for BAYLOR brake

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 INVOICE A DATE :	N•:		
ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
		Detailed description of the PARTS			
TOTAL MA	TERIAL	. VALUE EX-WORKS			
( PACKINO	G, HANL	OLING , ETC)			
TOTAL PR	ICE				
- TERMS OF - VALIDITY	F PAYME Y OF BIL	DATE OF ORDER ACKNOWLEDGEMENT ENT: NET 30 DAYS / CASH AGAINST D O (TO BE NOT LESS THAN 90 DAYS FROM S AND CONDITIONS:	OOCUMENT M BID CLOSING DATE ) :		
		<u>AUTHORIZED SIG</u>	<u>GNATURE</u>		
NAME : SIGNA			SIGNATURE:		
TITLE :			DATE:		
COMPAN			TAMP:		

# Lot04: Battery lead acid 12V 35.0 AH

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 I DATE :	N* :		
ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
		Detailed description of the PARTS			
TOTAL MA	TERIAL	VALUE EX-WORKS			
( PACKINO	G, HANL	DLING, ETC)			
TOTAL PR	ICE				
- DELIVERY - TERMS OF - VALIDITY	Y FROM I F PAYME Y OF BIL	AND GROSS WEIGHT:	: Preferably 01 month to OCUMENT BID CLOSING DATE):		
		<u>AUTHORIZED SI</u>	<u>GNATURE</u>		
NAME : SIGNATURE :					
TITLE :			DATE :		
COMPANY STAMP :					

# Lot05: Martin Decker Totco spare parts

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 A DATE :	N°:		
ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
		Detailed description of the PARTS			
TOTAL MA	TERIAL	VALUE EX-WORKS			
( PACKINO	G, HANI	DLING, ETC)			
TOTAL PR	ICE				
- DELIVERY - TERMS OF - VALIDITY	Y FROM A F PAYME Y OF BIL	AND GROSS WEIGHT:	: Preferably 01 month to of OCUMENT If BID CLOSING DATE ):		
		<u>AUTHORIZED SI</u>	<u>GNATURE</u>		
NAME : SIGNATURE :					
TITLE :					
COMPAN			ГАМР :		

# Lot06: AEROQUIP parts

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 DATE :	N•:	••••	
ITEM	QTY	DESCRIPTION	UNIT PR	RICE	EXTENDED PRICE
		Detailed description of the PARTS			
TOTAL MA	TERIAL	VALUE EX-WORKS			
( PACKINO	G, HANI	OLING , ETC)			
TOTAL PR	ICE				
- TERMS OF	F PAYME Y OF BIL	DATE OF ORDER ACKNOWLEDGEMENT ENT: NET 30 DAYS / CASH AGAINST L O (TO BE NOT LESS THAN 90 DAYS FROM S AND CONDITIONS:	DOCUMENT M BID CLOSING DA	ATE ) :	
		<u>AUTHORIZED SI</u>	GNATURE		
NAME :	•••••		SIGNATURE :	······································	
TITLE :					
		COMPANY S	TAMP :		

# Lot07: Ring Gasket

FROM: BIDDER'S FULL NAME: ADDRESS: TELEPHONE N°: CONTACT NAME: PRO-FORMA INVOI			TO: COMPAGNIE TUNISIENNE DE FORAGE 19 RUE DE L'ARTISANAT 2035 CHARGUIA II ARIANA – L'AEROPROT TUNIS - TUNISIA		
		DATE :			
ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
		Detailed description of the PARTS			
TOTAL MA	TERIAL	VALUE EX-WORKS			
( PACKINO	G, HANI	DLING, ETC)			
TOTAL PR	ICE				
- DELIVERY - TERMS OF - VALIDITY	F PAYME F OF BIL	AND GROSS WEIGHT:  DATE OF ORDER ACKNOWLEDGEMENT  ENT: NET 30 DAYS / CASH AGAINST D  O (TO BE NOT LESS THAN 90 DAYS FROM  S AND CONDITIONS:	: Preferably 01 month to OCUMENT BID CLOSING DATE):		
		<u>AUTHORIZED SIG</u>	<u>GNATURE</u>		
NAME : SIGNATURE :					
TITLE :					
COMPAN			TAMP:		

# 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.

#### 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 penalities will be applied

### 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  $L \times W \times H$  (length  $\times W$  width  $\times W$  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 incorterms 2000 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 unproper 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.