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 : 02/12/2022 CONTACT NAME : Page (01) of (20) including this page

TO : ATT: : FAX N• : VIA MAIL Y/REF : COPY :

SUBJECT : INVITATION TO BID N° PP 2022/702 SUPPLY OF 05 LOTS OF VARIOUS SPARE PARTS

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

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. Bidders can submit for one lot or more.

A - <u>SCOPE OF WORK</u> :

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

B – <u>DELIVERY REQUIREMENT</u>

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 - <u>ACKNOWLEDGEMENT</u>:

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 December 13, 2022 as per bid submission instructions hereinafter.

E- <u>FORM OF BIDS:</u>

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 – <u>VALIDITY:</u>

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:
- "<u>envelope N•1 ''UNPRICED Technical offer</u>"
- 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, **December 13, 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/2022/702 SUPPLY OF 05 LOTS OF VARIOUS SPARE PARTS

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

H - <u>CONTACTS:</u>

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 Nº (216-70) 837 041 – 836 568 ATT : TENDER BOARD

I - <u>SPECIAL NOTES:</u>

- *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 FCA-DAT
- 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 Koomey Accumi	ulator (*)	
Item	Description	Reference	QTY
1	TRANSMILLER 0-3000PSI	2100-0100	2
2	TRANSMITTER 0-6000 PSI	2100-1100	2
3	Selector CONT-VALVE (WITH COC API 16D)	1330-4100	2
4	BLADDER ASSY	1000-9463	5
5	¹ / ₄ " THREE WAY AIR VALVE	1222-0100	1
6	CONTROL AIR VALVE F/KOOMEY	1240-0100	3
7	CYLINDER AIR 3X2	2000-1100	5
8	REPAIR KIT	3001-5199	1
9	Complete REPAIR KIT	3012-2199	1
10	1/4 FOUR WAY AIR VALVE	1242-0100	1
11	GAUGE MARSH 6'' 0-6000 psi	4033-3100	1
12	RECEIVER GAUGE 4''1/2 FACE 0-6000PSI	4060-2100	1
13	ANNULAR PRESSURE GAUGE /Receiver gauge 4 1/2'' face 0- 3000 psi	4060-1100	2
14	Air- REGULATOR	1160-1100	1
15	Valve Check Poppet, Inline 1/2" NPT Port	1601-1100	1
16	CHECK VALVE POLET	1601-3100	1
17	1 TR5 REGULATOR (INLET 5000PSI- OUTLET 3000 PSI)	1110-8900	1
18	REPAIR KIT FOR REGULATOR 1TR 5	1110-6899	1
19	LUBRIFICATOR 1"	2704-1100	2
20	RING	8842-8338	6
21	1''PTR4-Pneumatically Operated TR Pressure Reducing & Regul.Valve (1'' PTR4-1500-0-10)	1111-8500	1
22	LIQUID FILLED GAUGE 0-3000 PSI	4082-2100	2
23	LIQUID FILLED GAUGE 0-6000 PSI	4082-2200	2
24	¹ / ₄ " THREE WAY AIR VALVE	1222-0100	1
	(*):All parts should be with OEM COC		

LOT02: Charging & gauging Assembly (**)

	Description	Reference	QTY
1 CI	HARGING AND GAUGING HOSE	0902-0100	1
2 GA	AUGING HEAD ASSY.WITH AIR CHUCK	0902-0113	2
3 CI	HARGING HOSE ASSY	1920006-04	2

Item	Description	Reference	QTY
1	Chart Recorder 20 KPSI		1
	Case Mounting: Portable		
	Chart size 12"		
	Pens:1		
	Range: From zero to 20 000 PSI		
	Accuracy:+- ¹ / ₂ chart graduation		
	Chart drive: spring wound		
	Connection: supplied with ¼ NPT pressure at the back of the case		
	To provide: COC, Parts Book, Operation Book.		

	LOT04: Butterfly value	ve	
Item	Description	Reference	QTY
1	BUTTERFLY VALVE 6" series NE-D Style NE-D (demco) butterfly valve 6" Sealing NBR for oil mud service To provide Data sheet	1615-1122316	25
2	BUTTERFLY VALVE 4' series NE-D Style NE-D (demco) butterfly valve 4" Sealing NBR for oil mud service To provide Data sheet	2151-1122316	15
3	BUTTERFLY VALVE 8" series NE-D Style NE-D (demco) butterfly valve 8" Sealing NBR for oil mud service To provide Data sheet	2154-1122316	15
4	BUTTERFLY VALVE 10" series NE-D Style NE-D (demco) butterfly valve 10" Sealing NBR for oil mud service To provide Data sheet	2155-1122316	15
5	BUTTER FLY VALVE 12" Series NE-D Style NE-D (demco) butterfly valve 12" Sealing NBR for oil mud service To provide Data sheet	2156-1122316	5

Item	Description	Reference	QTY
1	VALVE ASSEMBLY API 5	70-04403	12
2	O-RING	70-33966	6
3	SPRING	70-50016	6
4	SEAT	70-47727	6
5	GUIDE BUSHING VALVE	316-26904	6
6	RING RETAINER	70-42238	3
7	GASKET	316-25052	3
8	RING SPACER DISCHARGE VALVE	316-25051	3
9	RETAINER SEAL	316-26803	3
10	SEAL LINER 5 1/2	316-26811	3
12	O-RING	70-34056	3
13	SEAL ,TOP COVER PLATE	1715146	3
14	DISCHARGE SEAT	G-1561569	3
15	SPRING	G-1560698	3
	tem 01 to Item12: HT400 pump tem 13 to Item15: JWS400 pump		

ATTACHMENT B

UNPRICED TECHNICAL OFFER

LOT01: Spare parts for Koomey Accumulator

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD

	ORMA INVOI :	ICE N• :	
QTY			
~		DESCRI	IPTION
	Detailed de	escription of the EU	IPEMENT
-	<u>AUTHORIZEI</u>		RE :
		<i>DATE</i> :	
ſ	COMPAN	NY STAMP	
		<u>AUTHORIZE</u>	

LOT02: Charging & gauging Assembly

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD

FROM :

BIDDER'S FULL NAME:
ADDRESS:
TELEPHONE N [•] :
<i>FAX N</i> •:
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		
		Detailed description of the EUIPEMENT		
		<u>AUTHORIZED SIGNATURE</u>		
NAME :		SIGNATURE :		
<i>TITLE</i> :		<i>DATE</i> :		
	[COMPANY STAMP		

LOT03: Chart Recorder

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD

FROM :
BIDDER'S FULL NAME:
ADDRESS:
<i>TELEPHONE N</i> [•] :
<i>FAX N</i> •:
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
		Detailed description of the EUIPEMENT
		<u>AUTHORIZED SIGNATURE</u>
NAME :		SIGNATURE :
<i>TITLE</i> :	•••••	DATE :
	_	
		COMPANY STAMP
	- I-	

LOT04: Butterfly valve

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
		Detailed description of the EUIPEMENT
		<u>AUTHORIZED SIGNATURE</u>
NAME :		SIGNATURE :
<i>TITLE :</i>		DATE :
	_	
	ſ	COMPANY STAMP
	- I-	

LOT05: Spare parts for Halliburton HT400 pump & NOV JWS400

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD

FROM :
BIDDER'S FULL NAME:
ADDRESS:
TELEPHONE N [•] :
<i>FAX N</i> •:
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									
		Detailed description of the EUIPEMENT									
		<u>AUTHORIZED SIGNATURE</u>									
NAME :		SIGNATURE :									
<i>TITLE :</i>		<i>DATE</i> :									
	_										
		COMPANY STAMP									
	- I-										

ATTACHMENT C

PRICED FINACIAL OFFER

LOT01: Spare parts for Koomey Accumulator

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD

FROM:

BIDDER'S FULL NAME:
ADDRESS:
<i>TELEPHONE N</i> [•] :
<i>FAX N</i> •:
CONTACT NAME:

ТО:

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

PRO-FORMA INVOICE N[•] :

DATE

•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

ITEM	QTY	DESCI	DESCRIPTION UNIT PRICE EXT					
		Detailed description EQUIPMENT	on of the					
TOTAL MAT	TERIAL	VALUE EX-WORKS						
FCA CHAR	CGES(PA	ACKING, HANDLIN	G, ETC)					
TOTAL FCA	A-DAT P	RICE TUNIS CARTH	HAGE AIRPORT, TU	NISIA				
- Country - country - Estimate - Delivery - Terms of - Validity	OF ORIG OF EMB D NET A FROM 1 PAYME OF BID	GIN : ARKATION : ND GROSS WEIGHT DATE OF ORDER AC NT : NET 30 DAYS/ (TO BE NOT LESS T	: CKNOWLEDGEMENT CASH AGAINST THAN 90 DAYS FROM	: Preferably 02 weeks to	03 weeks.			
			AUTHORIZED SIG	<u>GNATURE</u>				
NAME :				SIGNATURE :				
<i>TITLE</i> :				DATE :				
			COMPANY ST	FAMP :				

PRICED FINACIAL OFFER LOT02: Charging & gauging Assembly

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD

FROM:

BIDDER'S FULL NAME:
ADDRESS:
TELEPHONE N [•] :
<i>FAX N</i> •:
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 EQUIPMENT			
TOTAL MAT	TERIAL	VALUE EX-WORKS			
FCA CHAR	GES(PA	ACKING, HANDLING , ETC .)		
TOTAL FCA	-DAT P	RICE TUNIS CARTHAGE AII	RPORT, TUNISIA		
- Country - country (- Estimate - Delivery - Terms of - Validity	OF ORIC DF EMB D NET A FROM 1 PAYME OF BID	NAME OF EACH ITEM: ANY M GIN : ARKATION : ND GROSS WEIGHT : DATE OF ORDER ACKNOWLE NT : NET 30 DAYS/ CASH A (TO BE NOT LESS THAN 90 M AND CONDITIONS :	DGEMENT : Preferably 02 AGAINST DOCUMENT DAYS FROM BID CLOSING	2 weeks to 03 , DATE) :	 weeks.
		AUTHO	RIZED SIGNATURE		
NAME :			SIGNATURE	:	
<i>TITLE</i> :	•••••		DATE :		
		CO.	MPANY STAMP :	J	

PRICED FINACIAL OFFER

LOT03: Chart Recorder

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD

FROM:

BIDDER'S FULL NAME:
ADDRESS:
TELEPHONE N [•] :
<i>FAX N</i> •:
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 EQUIPMENT		
TOTAL MAD	TERIAL	VALUE EX-WORKS		
FCA CHAR	GES(PA	ACKING, HANDLING , ETC)		
TOTAL FCA	A-DAT P	RICE TUNIS CARTHAGE AIRPOR	T, TUNISIA	
- Country - country (- Estimate - Delivery - Terms of - Validity	OF ORIG DF EMB D NET A FROM I PAYME OF BID	NAME OF EACH ITEM: ANY MANUE GIN : ARKATION : ND GROSS WEIGHT : DATE OF ORDER ACKNOWLEDGEN NT : NET 30 DAYS/ CASH AGAL (TO BE NOT LESS THAN 90 DAYS I AND CONDITIONS :	MENT : Preferably 02 weeks to 0. NST DOCUMENT FROM BID CLOSING DATE) :	3 weeks.
		AUTHORIZE	ED SIGNATURE	
NAME :			SIGNATURE :	
<i>TITLE</i> :	•••••		<i>DATE :</i>	
		COMPA	NY STAMP :	

PRICED FINACIAL OFFER

LOT04: Butterfly valve

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD

FROM:

BIDDER'S FULL NAME:
ADDRESS:
TELEPHONE N [•] :
<i>FAX N</i> •:
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 EQUIPMENT				
TOTAL MAX						
FCA CHAR						
TOTAL FCA						
- Country - country - Estimate - Delivery - Terms of - Validity	OF ORIC DF EMB D NET A FROM 1 PAYME OF BID	NAME OF EACH ITEM: ANY MANUFA GIN : ARKATION : ND GROSS WEIGHT : DATE OF ORDER ACKNOWLEDGEME NT : NET 30 DAYS/ CASH AGAIN (TO BE NOT LESS THAN 90 DAYS FI AND CONDITIONS :	ENT : Preferably 02 weeks to 0. ST DOCUMENT ROM BID CLOSING DATE) :	3 weeks.		
		AUTHORIZED	<u>SIGNATURE</u>			
NAME :	SIGNATURE :					
<i>TITLE : DATE :</i>						
		COMPANY	Y STAMP :			

PRICED FINACIAL OFFER

LOT05: Spare parts for Halliburton HT400 pump & NOV JWS400

PRO-FORMA INVOICE FORMAT USING YOUR COMPANY LETTER HEAD

FROM :
BIDDER'S FULL NAME:
ADDRESS:
<i>TELEPHONE N</i> [•] :
<i>FAX N</i> •:
CONTACT NAME:

ТО:

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					
		EQUIPMENT					
TOTAL MA	TERIAL	VALUE EX-WORKS					
FCA CHAP	RGES(P.	ACKING, HANDLING , ETC)					
TOTAL FC.	A-DAT P	PRICE TUNIS CARTHAGE AIRPORT,	TUNISIA				
- COUNTRY - Estimath - Delivery - Terms of - Validity	OF EMB. ED NET A Y FROM I F PAYME Y OF BID	GIN : ARKATION : ND GROSS WEIGHT : DATE OF ORDER ACKNOWLEDGEME NT : NET 30 DAYS/ CASH AGAIN (TO BE NOT LESS THAN 90 DAYS FR AND CONDITIONS :	NT : Preferably 02 weeks to 0 ST DOCUMENT ROM BID CLOSING DATE) :)3 weeks.			
		AUTHORIZED	<u>SIGNATURE</u>				
NAME :			SIGNATURE :				
<i>TITLE :</i>			<i>DATE</i> :				
		COMPANY	Y 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.

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

> 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 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 <u>Rejected material</u>

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/ <u>Guarantee:</u>

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.