

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 : 16/02/2023

CONTACT NAME :

Page (01) of (19) including this page

TO :

ATT: :

FAX N° : VIA MAIL

Y/REF :

COPY :

**SUBJECT : INVITATION TO BID N° PP 2023/118
SUPPLY OF 04 LOTS OF VARIOUS SPARE PARTS**

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

SUPPLY OF 04 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 - SCOPE OF WORK :

Spare parts must be in compliance with technical specifications as 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 22 February 2023 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, **22 February 2023** 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/2023/118
SUPPLY OF 04 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 & MARKETING MANAGER

ATTACHMENT A
TECHNICAL SPECIFICATIONS OF THE REQUESTED PARTS

***LOT01: Spare parts for BOP Single 11''X5000 SHENKAI
SK16111(*)***

Item	Description	Reference	QTY
1	ORING	38.5X3.55	2
2	RETAINER RING 140	GB/T893.1	4
3	BACK UP RING	2C09.07	4
4	SEAL FOR PISTON ROD	2C09.08	4
5	SUPPORTING GLAND COVER	2C09.18	4
6	ORING	87.5X3.55	8
7	ORING	97.5X3.55	8
8	U SEAL	H513	4
9	SECONDARY PACKING	EM09-1	2
10	U SEAL	Ø76.1X92.08X14.27/15.72	4
11	ORING	77.5X5.3	4
12	FLOATING SEAL SKELETON	2C09.06.00	6
13	BACK UP RING (RAM /BONNET)	C663-22 (Ø80X88.6X1.7)	8
14	ORING	GB3452.1 (112X7)	4
15	ORING	GB3452.1 (103X5.3)	4
16	BACK UP RING (RAM /BONNET)	C663-22 (115X126.6X2.5)	4
17	BACK UP RING	C663-22(Ø64X72.6X1.7)	8
18	BACK UP RING (FLANGE/PISTON)	C663-22(Ø48X56.6X1.7)	4
19	GUIDE RING	2C01.45	4
20	ORING (INTERMEDIATE/ OPEING CLOSING PISTON)	GB3452.1 (65X5.3)	4
21	O-RING (INT FLANGE / BONNET)	GB/T3452.1(307X7)	4
22	BACK UP RING (INT FLANGE / BONNET)	C633-22(305X316.6X2.5)	4
23	PISTON SEAL	GM-120712	4
24	SEAL RING AND TAIL ROD	H601- Ø76.2X92.08X14.27/15.72	4
25	SEALING GLAND	2C05.05	4
26	SEAL PLUG	2C05.04	4
27	TOP SEAL	2C06.08A.03	6
28	FRONT SEAL 2''3/8	2C06.08C.02	2
29	O-RING	G3452.1(77.5X5.3)	6
30	ORING (BODY/PISTON)	GB3452.1 (47.5X5.3)	4

(*)NB:- OEM parts are required

-To provide COC as per 16A & API QMS

LOT02: Spare parts for accumulator FKQ640-6 SHENKAI SN 12-74 ()**

<i>Item</i>	<i>Description</i>	<i>Reference</i>	<i>QTY</i>
1	REPAIR KIT FOR 34ZS 21-25 CONTROL VALVE		8
2	THREE POSITION -FOUR WAY CONTROL VALVE	34ZS21-25	6
3	REPAIR KIT FOR 24ZS 21-25 CONTROL VALVE		2
4	TWO POSITION -THREE WAY CONTROL VALVE	24ZS21-25	1
5	MANIFOLD RELIEF VALVE	Y40-20	1
6	RELIEF VALVE	Y25-20	1
7	REPAIR KIT FOR TRIPLEX PUMP MODEL QB21-80		2
8	REPAIR KIT FOR MANUEL OPERATED REGULATOR MODEL JYS21-25		2
9	REPAIR KIT FOR AIR OPERATED AND MANUEL REGULATOR MODEL JYS21-25		2
10	OIL FILTER	WF11B-16TG1"	2
11	3-POSITION AND 4-WAY OPERATED VALVE	34XR6Y-L8F	10
12	HIGH PRESSEUR BALL VALVE (WITH UNLOADING)	31.5MPA-Z1 1/2"	16
13	ACCUMULATOR INFLATABLE CHECK VALVE	NXQ1-L40/31.5/H-CQF	20
14	ACCUMULATOR SKIN CAPSULE	40L	20
15	SHOCKPROOF PRESSURE GAUGE (AXIAL M20X1.5)	YB100BF (0-25MPA)	5
16	PROPORTIONAL PRESSUER GAUGE	Y-100ZT (0-40MPA)	10
17	QUICK CONNECTOR	NPT 1" 5000 PSI	50

(**)NB:-OEM parts are required

-To provide COC for all parts as per API-16D

-Provide API Monogram 16D

LOT03: Spare parts for Weight Indicator NOV/MD-TOTCO /WAGNER

<i>Item</i>	<i>Description</i>	<i>Reference</i>	<i>QTY</i>
1	WEIGHT INDICATOR SYSTEM TYPE D	WAT102P-02	1
2	TENSION LOAD CELL	WTC100	1
3	HOSE	WH106	1

LOT04:Supply of Spare parts for CABOT900 Drawworks (*)**

<i>Item</i>	<i>Description</i>	<i>Reference</i>	<i>QTY</i>
1	BEARING	23038	1
2	OIL SEAL	53X3592	3
3	GASKET F/CABOT	123-258-02	2
4	ORING	1820-19	4
5	SEAL SPACER	128-585-02	1

6	NIPPLE	109-106-33	2
7	MALE PIPE FITING	412-12-165	1
8	SEAL OIL	64X4064	1
9	SPACER	112-133-01	1
10	OIL SEAL	64X3946	2
11	TURN BACK ROLLER	112-900-00	2
12	CLOSED CELL NEOPRENE	1/2"X1/2"CL-CEL NEOPENEX29'LG	1
13	3/4 X 1" CLOSED CEDLL NEOPRENE 26' LG	3/4X1CL-CEL-N	1
14	ROLLER CHAIN 1 1/4 TRIPLE	RC100-3	134
15	CRANKED LINK FOR ROLLER CHAIN	FC100-3	4
16	CONNECTING LINK FOR ROLLER CHAIN	LC100-3	2
17	CRANKED LINK FOR ROLLER CHAIN	FC100-4	3
18	CONNECTING LINK FOR ROLLER CHAIN	LC100-4	3
19	DRIVE RING	113-125-01	1
20	KD BEARING (FEFNIR)	216WDG	2
21	LABYRINTH	112-216-01	1
22	KEY 1-1/4 X 1-1/4	128-553-14	1
23	SPACER	112-257-01	1
24	SPROCKET HUB	112-202-04	1
25	PRESSURE PLATE	A6613	1
26	CAPSCREW	M2002G	2
27	CAPSCREW	M2002AG	24
28	WASHER	A2889D	3
29	QUICK RELEASE VALVE ASSY	XA4255	1
30	SEAL CARLOCK	53X3184	3
31	SNAP RING	5100-550	3
32	ROULEMENT	23028	5
33	O-RING	1820-76	2
34	O RING	1820-85	1
35	GASKET F/CABOT	123-258-04	1
36	SNAP RING	N5000-825	1
37	BRAKE BAND KIT	112-106-92	2
38	ROLL	128-562-00	2
39	ROLL F/CABOT	128-562-01	28
40	SPRING SE 3 1/4X1X.125	*SPRING3 1/4X1X.125	6
41	PULLEY F/CABOT	128-589-00	4
42	SPRING ANCHOR	130-593-00	1
43	CABLE F/CABOT	115-198-90	4
44	SPRING SE8X1X.125	*SPRING8X1X.125	2
45	CON ROD 1"	127-451-19	1
46	BEARING ASSY F/CABOT	127-334-01	2
47	SNAP RING	N5000-315	3
48	ADJ YOKE	127-463-03	1
49	SET COLLAR	18007-2	2
50	REPAIR KIT CYLINDER	7817909	1
51	REPAIR KIT TOGGLE VALVE	7817908	1
52	CROWN SAVER KIT COMPLETE	950933	1
53	KOOMEY AIR CYLINDER	812416	1
54	PIN	19439	1
55	PIN (19777) F/CABOT	128-022-01	4
56	1"1/4 7NC NUT	1"1/4-7NC-2	1

57	LOCK WASHER 1 1/4	*LOCK-WASHER 1 1/4	1
58	PIN SAE YOKE 1	1" SAE YOKE END PIN	3
59	PIN TRUNNION	24827R	1
60	PIN TRUNNION	24827L	1
61	EQUALIZOR ROD	112-100-02	1
62	PIN	128-000-01	2
63	PIN	128-022-02	4
64	ROD END F/CABOT	115-167-01	2
65	NUT	1-1/2-12NF2	2
66	ROD CONTROL	128-713-01	2
67	PIN	B1537D	6
68	3/4 SHOULDER BOLT (UN BRAKO)	3/4 SHOULDER BOLT X1-1/4 LG	16
69	CAPSCREW X 1 -1/4 LG	3/8-16NC2X1-1/4 LG	50
70	CAPSCREW 1-1/2 LG	3/8-16NC -2 X1-1/2 LG	65
71	MACHINE SCREW 3/4-10NC-2X5-1/2LG	3/4-10NC-2X5-1/2 LG	12
72	SOC HD CUP PT SET SCR 3/8 LG	1/4-20NC -2 SOC HD	2
73	SOC. HD DOG PT SET SCREW 3/8LG	1/4-20NC-2SOC-HD	2
74	CAPSCREW	3/8-16NC-2 X 3/4 LG	5
75	CAPSCREW X 2-3/4 LG	3/4-10NC-2 GR5	16
76	CAPSCREW X2-1/4 LG	1/2-13UNC-2 X 2-1/4 LG	4
77	NYLOC CAPSCREW 1-1/2 LG	1/2-13UNC-2	46
78	CAPSCREW 1/2-13NC-2 X1"1/4LG	*CAPSCREW 1/2-13NC-2	26
79	CAPSCREW 3/4-10NC-2X3"LG(Gr-5)	*CAPSCRW 3/4-10NC-2	16
80	CAPSCREW	1/2-13NC-2X 1 LG (GR5)	12
81	FL.HD CAPSCREW X2"1/2 LG(GR-5)	3/4-10NC-2X2"1/2LG	16
82	SOCKET HEAD CAPSCREW	1/2-13NC2X1" LG	5
83	SOC.HD CUP PT SET SCREW 3/8 LG	3/8 -16NC-2SOC-H	2
84	SOC HD DOG PT SET SCR 3/8 LG	3/8-16NC -2	2
85	CAPSCREW	1/2-13UNC-2 X 2LG	16
86	OVAL PT SQ HD SETSCREW X 4- 1/2 LG	5/8-11NC-2	2
(***)NB:- The Parts are for Mobile Rig Drawworks SN 78158-6 Model 2346 900 TD-HT (see attached Rig Data) -For all parts it is required a Certificate of conformity COC validated by the original manufacturer (NOV)			

ATTACHMENT B

UNPRICED TECHNICAL OFFER

LOT01: Spare parts for BOP Single 11''X5000 SHENKAI SK16111

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 EQUIPEMENT

AUTHORIZED SIGNATURE

NAME :

SIGNATURE :

TITLE :

DATE :

COMPANY STAMP

UNPRICED TECHNICAL OFFER

LOT02: Spare parts for accumulator FKQ640-6 SHENKAI SN 12-74

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 EQUIPEMENT

AUTHORIZED SIGNATURE

NAME :

SIGNATURE :

TITLE :

DATE :

COMPANY STAMP

UNPRICED TECHNICAL OFFER

LOT03: Spare parts for Weight Indicator NOV/MD-TOTCO/WAGNER

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 EQUIPEMENT

AUTHORIZED SIGNATURE

NAME :

SIGNATURE :

TITLE :

DATE :

COMPANY STAMP

UNPRICED TECHNICAL OFFER

LOT04: Spare parts for CABOT 9000 Drawworks

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 EQUIPEMENT

AUTHORIZED SIGNATURE

NAME :

SIGNATURE :

TITLE :

DATE :

COMPANY STAMP

ATTACHMENT C

PRICED FINACIAL OFFER

LOT01: Spare parts for BOP Single 11'X5000 SHENKAI SK16111

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
CHARGUA II ARIANA – L'AEROPROT
TUNIS - TUNISIA

PRO-FORMA INVOICE N° :

DATE :

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

- MANUFACTURER NAME OF EACH ITEM: **ONLY OEM PARTS ARE ACCEPTED**
- COUNTRY OF ORIGIN :
- COUNTRY OF EMBARKATION :
- ESTIMATED NET AND GROSS WEIGHT :
- DELIVERY FROM DATE OF ORDER ACKNOWLEDGEMENT : **Preferably 02 weeks to 03 weeks.**
- 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 FINACIAL OFFER

LOT02: Spare parts for accumulator FKQ640-6 SHENKAI SN 12-74

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 EQUIPMENT		
TOTAL MATERIAL VALUE EX-WORKS			
CHARGES(PACKING, HANDLING , ETC ...)			
TOTAL Ex-WORKS				

- MANUFACTURER NAME OF EACH ITEM: **ONLY OEM PARTS ARE ACCEPTED**
- COUNTRY OF ORIGIN :
- COUNTRY OF EMBARKATION :
- ESTIMATED NET AND GROSS WEIGHT :
- DELIVERY FROM DATE OF ORDER ACKNOWLEDGEMENT : **Preferably 02 weeks to 03 weeks.**
- 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 FINACIAL OFFER

LOT03: Spare parts for Weight Indicator NOV/MD-TOTCO

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
CHARGUA II ARIANA – L'AEROPROT
TUNIS - TUNISIA

PRO-FORMA INVOICE N° :

DATE :

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

- **MANUFACTURER NAME OF EACH ITEM: ONLY NOV/MD-TOTCO OR WAGNER PARTS ARE ACCEPTED**
- **COUNTRY OF ORIGIN :**
- **COUNTRY OF EMBARKATION :**
- **ESTIMATED NET AND GROSS WEIGHT :**
- **DELIVERY FROM DATE OF ORDER ACKNOWLEDGEMENT : Preferably 02 weeks to 03 weeks.**
- **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 FINACIAL OFFER

LOT04:Spare parts for CABOT900 Drawworks

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 EQUIPMENT		
TOTAL MATERIAL VALUE EX-WORKS			
CHARGES(PACKING, HANDLING , ETC ...)			
TOTAL EX-WORKS				

- MANUFACTURER NAME OF EACH ITEM: ANY MANUFACTURER IS ACCEPTED (COC FOR ALL PARTS
VALIDATED BY THE NOV)
- COUNTRY OF ORIGIN :
- COUNTRY OF EMBARKATION :
- ESTIMATED NET AND GROSS WEIGHT :
- DELIVERY FROM DATE OF ORDER ACKNOWLEDGEMENT : Preferably 03 weeks to 04 weeks.
- 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.

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:



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 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 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.

UNIT DATA

UNIT:

Serial Number 78158-6
 Model 2346 900TD-HT "Explorer Rocket"
 Manufacturing Order 00-20989
 Sales Order 7556

DERRICK OR POLE:

Serial Number D3501121697
 Size & Model 112'-350,000 Four Legs Telescoping

VEHICLE:

Serial Number 195855
 Model 900-CC 3408
 Manufacturer CABOT

ENGINE:

Serial Number 67U2364 67U42320
 Model 3408 3408
 Manufacturer Caterpillar Caterpillar

TORQMATIC:

Serial Number 77881 (A/N6885504) 76490 (A/N6885506)
 Model CLBT 5860-3 CLT 5860-4
 Manufacturer Allison (GMC) Allison (GMC)

OWNER:

Name E.T.A.P.
 Street or Box 11 Ave. Kheredding Pacha
 City & State Tunis, Tunisia

