

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 : 03/04/2023

CONTACT NAME :

Page (01) of (19) including this page

TO :

ATT: :

FAX N° : VIA MAIL

Y/REF :

COPY :

**SUBJECT : INVITATION TO BID N° PP 2023/188
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 24 April 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, **24 April 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/2023/188
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 caterpillar motor 3406

<i>Item</i>	<i>Description</i>	<i>Reference</i>	<i>QTY</i>
<i>1</i>	<i>ADAPTER</i>	<i>100-6920</i>	<i>6</i>
<i>2</i>	<i>SENSOR GP-TEMP</i>	<i>1020050</i>	<i>2</i>
<i>3</i>	<i>STUD TAPER</i>	<i>106-1792</i>	<i>8</i>
<i>4</i>	<i>SPACER</i>	<i>108-3612</i>	<i>11</i>
<i>5</i>	<i>CROWN AS PISTON</i>	<i>125-8869</i>	<i>6</i>
<i>6</i>	<i>SKIRT PISTON</i>	<i>130-0241</i>	<i>6</i>
<i>7</i>	<i>BEARING SLEEVE</i>	<i>7N2483</i>	<i>1</i>
<i>8</i>	<i>GASKET KIT CENTRAL LOW STRUCTURE</i>	<i>138-1986</i>	<i>1</i>
<i>9</i>	<i>GASKET KIT CYLINDER</i>	<i>160-9874</i>	<i>4</i>
<i>10</i>	<i>PIN PISTON</i>	<i>7E1749</i>	<i>6</i>
<i>11</i>	<i>LINER (7W3550 * 7N0943)</i>	<i>4N1627</i>	<i>12</i>
<i>12</i>	<i>SENSOR GROUP</i>	<i>145-2362</i>	<i>2</i>
<i>13</i>	<i>GASKET KIT CYLINDER HEAD</i>	<i>233-9473</i>	<i>1</i>
<i>14</i>	<i>GASKET KIT FRONT STRUCTURE</i>	<i>234-1874</i>	<i>1</i>
<i>15</i>	<i>REGULATOR (248-5513)</i>	<i>367-7900</i>	<i>2</i>
<i>16</i>	<i>PLATE (4N0849)</i>	<i>1W5252</i>	<i>4</i>
<i>17</i>	<i>BOLT</i>	<i>2N2765</i>	<i>14</i>
<i>18</i>	<i>NUT LOCK</i>	<i>2N2766</i>	<i>38</i>
<i>19</i>	<i>SCREW</i>	<i>2N5842</i>	<i>14</i>
<i>20</i>	<i>CLAMP</i>	<i>2N8109</i>	<i>2</i>
<i>21</i>	<i>RING PISTON</i>	<i>2P2817</i>	<i>12</i>
<i>22</i>	<i>CLAMP</i>	<i>2S1304</i>	<i>1</i>
<i>23</i>	<i>SPACER</i>	<i>2S3770</i>	<i>2</i>
<i>24</i>	<i>SPRING</i>	<i>6N6872</i>	<i>10</i>
<i>25</i>	<i>BEARING</i>	<i>3L1425</i>	<i>2</i>
<i>26</i>	<i>LIFTER ASSY</i>	<i>422-3883</i>	<i>22</i>
<i>27</i>	<i>GASKET KIT</i>	<i>425-0625</i>	<i>1</i>
<i>28</i>	<i>KIT GASKET</i>	<i>434-0877</i>	<i>1</i>
<i>29</i>	<i>GASKET KIT</i>	<i>434-2472</i>	<i>1</i>
<i>30</i>	<i>BEARING</i>	<i>4N0685</i>	<i>6</i>
<i>31</i>	<i>OIL PUMP</i>	<i>4N0733</i>	<i>1</i>
<i>32</i>	<i>SUPPORT</i>	<i>4N1010</i>	<i>1</i>
<i>33</i>	<i>COUPLING</i>	<i>4N1157</i>	<i>2</i>
<i>34</i>	<i>BEARING</i>	<i>4N6658</i>	<i>1</i>
<i>35</i>	<i>GASKET</i>	<i>4N7253</i>	<i>7</i>
<i>36</i>	<i>SPRING</i>	<i>4N8150</i>	<i>2</i>
<i>37</i>	<i>ADAPTER</i>	<i>4W4775</i>	<i>2</i>
<i>38</i>	<i>PUSHROD ASSY</i>	<i>4W5998</i>	<i>20</i>
<i>39</i>	<i>WASHER</i>	<i>5M2894</i>	<i>12</i>
<i>40</i>	<i>SEAL O-RING</i>	<i>5P-7701</i>	<i>4</i>
<i>41</i>	<i>SEAL OIL</i>	<i>5S2106</i>	<i>2</i>
<i>42</i>	<i>CLAMP-V</i>	<i>5S4517</i>	<i>1</i>
<i>43</i>	<i>SPACER</i>	<i>5S9062</i>	<i>1</i>
<i>44</i>	<i>BEARING (6I2726)</i>	<i>6I2726</i>	<i>6</i>

45	CAP ASSY	6N2985	2
46	RETAINER	7E1177	6
47	BOLT	7E4195	6
48	SEAL O-RING	7L4774	5
49	RING-OIL	7N7078	12
50	BEARING	8H9789	2
51	SPACER	8N5305	2
52	PLUNGER	9M0853	1
53	VALVE EXH	115-2367	14
54	VALVE INLET	115-2368	14
55	GUIDE	122-7374	22
56	SLEEVE ASSY	194-8124	6
57	INSERT (9S9699)	9S9699	12
58	LOCK Retainer	2A4429	36
59	INSERT	4N5893	12
60	SPRING VALVE	4W2471	42
61	SPRING VALVE	4W2472	16
62	WASHER	4W2473	22
63	ROTOCOIL ASSY	4W2474	24
64	GASKET	113-9543	4
65	RADIATOR GROUP for 3406	142-1928	1
66	ADAPTER	1422451	2
67	BREATHER	4N4668	2
68	GASKET LIQUID	185-3983	2
69	PLUNGER AND BARREL AS	108-2104	6
70	NOZZLE ASSY	130-5187	12
71	RACE - NEEDLE BRG	133-8890	2
72	BEARING MAIN (0.025 UND-S)	4W5698	7
73	BEARING ROAD (.635 mm US)	7E0558	6
74	BEARING	317-8766	7
75	BEARING	9Y7735	6
76	GASKET KIT	149-0625	2
77	SHAFT 2W8645	2W8645	1
78	BALL BRG	4N0432	2
79	DOWELL 4N9019	4N9019	2
80	VALVE ASSY	7E2464	6
81	LIFTER ASY	7E6011	6
82	BEARING THRUST 7L3326	7L3326	1
83	BEARING	7M7219	1
84	RACE THRUST 8E5237	8E5237	2
85	KIT PUMP	138-6744	2
86	ADAPTER	4P2383	1
87	BRAKET	143-5877	2
88	GASKET	179-4622	4
89	TUYEAU	2096963	1
90	HOSE	209-6964	1
91	NUT-FULL	2J3506	16
92	V/BELT F/CAT 3408	4N8216	1
93	GASKET	5H8331	4
94	WASHER	5P8247	64
95	ECROU	1D4717	8
96	INDICATOR	7S0687	2
97	NUT	8T0389	8

98	WASHER	8T4121	40
99	BOLT	8T4189	22
100	WASHER	8T4224	74
101	CLAMP	8T4985	2
102	SLEEVE	9W6582	4
103	WASHER	9W6584	4
104	MOUNT ASSY	9W9930	4
105	BRAKER AS-C	2008577	2
106	SWITCH	226-6446	2
107	HEAT SINK	290-5567	2
108	SWITCH	3N5979	2
109	KNOB	4W5972	2

LOT02: Spare parts for caterpillar motor 3408

Item	Description	Reference	QTY
1	GASKET KIT	124-7567	2
2	GASKET KIT CETRAL LOWER STRUCTURE	8T4870	1
3	GASKET KIT CYLINDER HEAD	233-8669	1
4	GASKET KIT	6V0221	1
5	GASKET KIT OIL COOLER	8T6485	1
6	GASKET KIT REAR STRUCTURE	8T6484	1
7	GASKET KIT	6V2543	1
8	ADAPTER	4N5788	2
9	ADAPTER	2W6686	2
10	SPACER	108-3612	16
11	WASHER	5M2894	16
12	NUT LOCK	2N2766	16
13	BEARING	4N6658	2
14	LINER (7W3550 * 7N0943)	4N1627	8
15	INSERT	4N5893	16
16	INSERT (9S9699)	9S9699	16
17	VALVE INTAKE	122-0322	16
18	LOCK Retainer	2A4429	68
19	ROTOCOIL A	6N7175	32
20	SPRING	4N5906	32
21	VALVE EXH	122-0321	16
22	ADAPTER	100-6920	8
23	STUD TAPER	106-1792	16
24	GASKET	4N7253	8
25	SEAL O-RING	7L4774	8
26	BEARING	1317123	1
27	RING	8N7295	16
28	BEARING SLEEVE	4P8495	8
29	BOLT CONNECTION ROD	6N8942	16
30	BEARING ROD	328-5574	8
31	SEGEMENT, JEU	1W8922	8
32	IMPELLER	137-1930	1
33	KIT PUMP	138-6744	1
34	ADAPTER INLET	1012749	1
35	TUBE (6N3021)	1W0390	1
36	GASKET	5H7133	2
37	ELBOW	6N5316	1
38	TUBE ASSY.	5N5745	1
39	TUBE ASSY.	5N5744	1
40	FITTING	1L6939	1
41	INDICATEUR-PR	2660889	1
42	INDICATEUR	200-5233	1
43	HOSE ASSY.	7N3456	1
44	BEARING	317-8766	5
45	PLATE (4N0849)	1W5252	2
46	PISTON ASSY	2W0865	8
47	SHAFT ASSY	1W7238	1
48	SHAFT ASSY	1W7239	1
49	SPRING	2S2760	1
50	PLUNGER	6N1931	1

51	STUD	6L4428	3
52	CLAMP	8N0879	4
53	SEAL	8N0886	2
54	GASKET KIT CYLINDER	160-9874	8
55	BEARING	4N5342	2
56	WASHER	8H9204	8
57	PLUNGER ASSY	7W0182	8
58	COUDE RACCORD	307942	1
59	WASHER	7W4482	8
60	CRANKSHAFT	1W5009	1
61	SEAL	2W1733	1
62	SEAL GROUP (7N1999) (2W1734)	2W1734	1
63	GASKET KIT	6V5910	1
64	KIT CARTRIDGE	2W0715	1
65	PUMP GROUP	161-4113	1
66	TURBO CARTRIDGE	1W1653	1
67	BEARING KIT	9N2041	3
68	SHAFT AND WHEEL ASSY	9N2043	3

LOT03: Spare parts for Choke manifold (*)

<i>Item</i>	<i>Description</i>	<i>Reference</i>	<i>QTY</i>
<i>1</i>	<p><i>Hydraulic Choke Control Panel</i> <i>Technical specification for control panel for hydraulic drilling choke 3"1/8 5000 PSI :</i></p> <p><i>As per API 16 C last edition</i> <i>with 2 control flexible length minimum 50 m</i></p> <p><i>to provide</i></p> <p><i>OEM COC as per API 6A & API 16C last Edition</i> <i>APIMONOGRAMME 16 C</i> <i>pressure gauge calibration certificate</i> <i>part book</i> <i>maintenance and operation manual</i> <i>function test procedure</i> <i>Drawing</i></p>	<i>HYDR- CHOKE- CONTROL PANELS</i>	<i>1</i>
<i>2</i>	<p><i>3" 1/8 5M TYPE CAMERON STYLE HYDRAULIC DRILLING CHOKE</i> <i>Technical specification for Manual GATE VALVE</i> <i>3" 1/8 X5M- H2S TRIM</i></p> <p><i>CAMERON STYLE 'F' & 'FC' MANUAL VALVE</i> <i>Flanged ENDS</i> <i>-Manufactured in accordance to API 6A</i> <i>Specifications Latest edition Nace MR-01-75 and</i> <i>ISO 9001 ; Quality Systems</i> <i>-Temperature Class "U" ;</i> <i>-Materiel Class " DD" PSL-3 , PR-2</i> <i>-API Monogrammed</i> <i>- Body and Bonnet Material :Alloy Steel</i> <i>-Gate Material /Seat Material / Coating : Stainless Steel /Hard-faced</i> <i>to provide</i> <i>Certificat de conformité « COC » du matériel selon</i> <i>API 6A et Nace MR 0175</i> <i>Certificat de garantie de 12 mois</i> <i>Pressure test report</i> <i>Non destructive Testing (NDT) reports : MPI,</i> <i>Ultrasonic test report</i> <i>Hardness test report</i> <i>Matériel Test report, Mill test certificate</i> <i>Manuel de maintenance et de pièces de rechange</i></p>	<i>3"1/8 5M HYDRAULIC CHOKE</i>	<i>1</i>
<i>3</i>	<p><i>GATE VALVE 3 1/8 X5M</i> <i>Technical specifications for Manual GATE VALVE</i> <i>3" 1/8 X5M- H2S TRIM</i></p>	<i>*GATE-VALVE-3"1/8X5M</i>	<i>5</i>

	<p>CAMERON STYLE 'F' & 'FC' MANUAL VALVE Flanged ENDS -Manufactured in accordance to API 6A specifications Latest edition Nace MR-01-75 and ISO 9001 ; Quality Systems -Temperature Class "U" ; -Materiel Class " DD" PSL-3 , PR-2 -API Monogrammed - Body and Bonnet Material :Alloy Steel -Gate Material /Seat Material / Coating : Stainless Steel /Hard-faced to provide Certificat de conformité « COC » du matériel selon API 6A et Nace MR 0175 Certificat de garantie de 12 mois Pressure test report Non destructive Testing (NDT) reports : MPI, Ultrasonic test report Hardness test report Matériel Test report, Mill test certificate Manuel de maintenance et de pièces de rechange</p>		
<p>(*)Technical specifications for the choke manifold: Technical specifications for the hydraulic drilling chock 3"1/8 5000 PSI Type Cameron 3"1/8 5000 PSI H2s Trim Temperature class 4 Materiel class DD PSL/PR1 as per API 6A & API 16c last edition To provide for all items OEM COC as per API 6A & API 16C last Edition pressure test certification & report Hardness test certificate NDT report inspection certificate part book maintenance and operation manual</p>			

LOT04: Gate valve 3"1/16-10000PSI

Item	Description	Reference	QTY
1	<p>GATE VALVE 3"1/16X10M</p> <p>Technical specifications:</p> <p>Manual GATE VALVE 3"1/16X10M - H2S TRIM CAMERON STYLE 'F' & 'FC' MANUAL VALVE Flanged ENDS -Manufactured in accordance to API 6A specifications Latest edition & Nace MR-0175 and ISO 9001 ; Quality Systems -Temperature Class "U" -Materiel Class " DD" PSL-3, PR-2 -API Monogrammed - Body and Bonnet Material :Alloy Steel -Gate Material /Seat Material / Coating : Stainless Steel /Hard-faced to provide Certificate of conformity « COC » of the material as per API 6A and Nace MR 0175 Certificate of guaranty for 12 months Pressure test report Non destructive Testing (NDT) reports : MPI, Ultrasonic test report Hardness test report Material Test report, Mill test certificate Maintenance manual and spare parts</p>	*GATE-VALVE-3"1/16X10M	4

ATTACHMENT B

UNPRICED TECHNICAL OFFER

LOT01: Spare parts for caterpillar motor 3406

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 caterpillar motor 3408

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 caterpillar motor 3406

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 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 :

PRICED FINACIAL OFFER

LOT02: Spare parts for caterpillar motor 3408

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 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:

7-1 Packing 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.