

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 : 19/05/2023

CONTACT NAME :

Page (01) of (15) including this page

TO :

ATT: :

FAX N° : VIA MAIL

Y/REF :

COPY :

**SUBJECT : INVITATION TO BID N° PP 2023/236
SUPPLY OF 02 LOTS OF VARIOUS SPARE PARTS**

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

SUPPLY OF 02 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 07 June 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, **07 June 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/2023/236
SUPPLY OF 02 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 propose the shortest delivery time.*
- 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 CAT IV inspection mud pump Gardner Denver
PZK10 S.N 901773***

<i>Item</i>	<i>Description</i>	<i>Reference</i>	<i>QTY</i>
<i>1</i>	<i>LOCK-COVER</i>	<i>301PZL587</i>	<i>2</i>
<i>2</i>	<i>SHIM(.002)</i>	<i>201PZL732</i>	<i>6</i>
<i>3</i>	<i>SHIM (.005)</i>	<i>202PZL732</i>	<i>6</i>
<i>4</i>	<i>SHIM (.007)</i>	<i>203PZL732</i>	<i>6</i>
<i>5</i>	<i>SHIM (.020)</i>	<i>204PZL732</i>	<i>8</i>
<i>6</i>	<i>SCREW</i>	<i>75A20</i>	<i>8</i>
<i>7</i>	<i>SCREWE</i>	<i>75LM89</i>	<i>15</i>
<i>8</i>	<i>SEAL FASTENER</i>	<i>60DD35</i>	<i>24</i>
<i>9</i>	<i>LOCK NUT</i>	<i>50V44</i>	<i>40</i>
<i>10</i>	<i>GASKET</i>	<i>201PZL715</i>	<i>2</i>
<i>11</i>	<i>RING RETAINER; CROSHEAD PIN</i>	<i>200PZL706</i>	<i>6</i>
<i>12</i>	<i>GASKET</i>	<i>200PZL715</i>	<i>4</i>
<i>13</i>	<i>ROD EXTENTION</i>	<i>200PZL839</i>	<i>9</i>
<i>14</i>	<i>BEARING</i>	<i>12BA4</i>	<i>6</i>
<i>15</i>	<i>BEARING ROLLER</i>	<i>12BA5</i>	<i>6</i>
<i>17</i>	<i>SEAL OIL</i>	<i>60DD13</i>	<i>4</i>
<i>19</i>	<i>GASKET</i>	<i>25BC12</i>	<i>4</i>
<i>20</i>	<i>BEARING ROLLER</i>	<i>12W73</i>	<i>4</i>
<i>21</i>	<i>GASKET</i>	<i>25BC11</i>	<i>3</i>
<i>22</i>	<i>SLEEVE WEAR</i>	<i>80M3</i>	<i>4</i>
<i>23</i>	<i>SPACER</i>	<i>GXH649</i>	<i>2</i>
<i>24</i>	<i>CROSSHEAD PIN</i>	<i>200PZL189</i>	<i>6</i>
<i>25</i>	<i>JACK SHAFT</i>	<i>200PZK371</i>	<i>1</i>
<i>26</i>	<i>SCREW</i>	<i>200PZL655</i>	<i>12</i>
<i>27</i>	<i>SCREW, Rod to Crosshead</i>	<i>PV701</i>	<i>36</i>
<i>28</i>	<i>SEAL OIL STOP HEAD</i>	<i>2011872</i>	<i>8</i>
<i>29</i>	<i>BEARING HOUSING</i>	<i>200PZL006</i>	<i>2</i>
<i>30</i>	<i>SCREW</i>	<i>75A52</i>	<i>20</i>
<i>31</i>	<i>BOLT CONNECTING ROD</i>	<i>PZ890</i>	<i>9</i>
<i>32</i>	<i>SCREW</i>	<i>75B148</i>	<i>24</i>
<i>33</i>	<i>DRIVEN GEAR</i>	<i>201PZL280</i>	<i>2</i>
<i>34</i>	<i>KEY JACKSHAFT</i>	<i>200PZL062</i>	<i>2</i>
<i>35</i>	<i>SCREW</i>	<i>75A1</i>	<i>12</i>
<i>36</i>	<i>SCREW</i>	<i>75B11</i>	<i>21</i>
<i>37</i>	<i>RETAINING RING</i>	<i>74D5</i>	<i>2</i>
<i>38</i>	<i>LOCKNUT</i>	<i>50M3</i>	<i>12</i>
<i>39</i>	<i>WIRE</i>	<i>97A29</i>	<i>1 400 inch</i>
<i>40</i>	<i>SCREW</i>	<i>75AG17</i>	<i>12</i>
<i>41</i>	<i>GASKET</i>	<i>25F9</i>	<i>48</i>
<i>42</i>	<i>SCREW</i>	<i>75A102</i>	<i>18</i>
<i>43</i>	<i>GASKET</i>	<i>25F13</i>	<i>15</i>
<i>44</i>	<i>GASKET</i>	<i>25C1839</i>	<i>12</i>
<i>45</i>	<i>STUD</i>	<i>79A238</i>	<i>6</i>

46	SCREW	75A237	18
47	GASKET	25C1788	2
48	GASKET	25C1818	2
49	SCREW	75A195	12
50	OIL LEVEL SIGHT GAUGE	40L17	2
51	ASM PUMP	CA122	1
52	SCREW	75A57	20
54	RING VALVE COVER	200PZL387	3
55	INSERT VALVE	201PZL106	60
56	SUCTION MANIFOLD GASKET	25G41	12
57	GAUGE	27B16	2
58	GASKET	202PZL715	2
59	GAUGE TEMPERATURE	27H11	2
61	VALVE COVER, GASKET	204PZL715	50
64	IMPELLER	C1K1A1A	1
65	PISTON ASSY 6"	245TBB045A	30
66	VALVE SEAT	202PZL039	25
67	VALVE ASSY	202PZL482A	25
68	PIN LOCK	PZ838	3
69	SET SCREW	76F10	3
70	OIL FILTER	2010976	3
71	Valve Seat Puller Head (3 RIB)	SWTM3-7T	1
72	LINER 6.1/2.	201PZL456	6

Lot02: Spare parts for CAT IV drawworks EMSCO C2 type II SN109

<i>Item</i>	<i>Description</i>	<i>Ref</i>	<i>QTY</i>
1	DIAPHRAGM CLAMP ASSEMBLY	6918-0002-00	1
2	FRICTION PLATE	6918-0018-00	1
3	DIAPHRAGM	6918-0137-00	1
4	CAP GASKET	7502-0066-00	3
5	1/16" SHIM	7502-0271-00	1
6	1/32" SHIM	7502-0272-00	1
7	5/16" LOCK WASHER	7601-033017	12
8	1-1/4" X 7/32" X 5/16" LOCK WASHER	7601-132047	12
9	AIR INLET SEAL	7602-160001	3
10	DIAPHRAGM	7602-291095	2
11	1/16" WIRE	7602-528060	1
12	ELASTIC STOP NUT	7601-072003	20
13	3/4 LOCKWASHER	7601-132018	31
14	DIAPHRAGM CLAMP ASSY	6918-0011-00	2
15	DIAPHRAGM CLAMP	6918-0092-00	2
16	DIAPHRAGM	6918-0139-00	1
17	DRUM SPOOL LOCK	6919-0001-00	6
18	SPRING	6919-0002-00	12
19	GREASE SEAL RING	6919-0012-00	2
20	BEARING SPACER SLEEVE	6919-0015-00	8
21	SPACER RING	6919-0016-00	3

22	RETAINER SLEEVE	6919-0020-01	2
23	FRICTION RING	6919-0114-00	2
24	SPRING RETAINER RING	6919-0115-00	2
25	THURST BRG	6919-0140-00	2
26	BOLT	7601-014007	10
27	5/16" LOCK WASHER	7601-132013	30
28	1/2 LOCKWASHER	7601-132016	100
29	5/8" SPECIAL LOCK WASHER	7601-132044	2
30	ROLLER BRG	7602-021090	2
31	ROLLER BRG	7602-021091	2
32	SEAL	7602-160066	7
33	RING	7602-203012	5
34	OIL SEAL	7602-213091	1
35	SPAECER	6212-0010-00	2
36	SPAECER	6214-0216-00	1
37	SPACER	6214-0217-00	1
38	GASKET	7502-0645-00	4
39	5/8" X 5-3/4" HEX HEAD CAP SCREW	7601-033374	12
40	1"-8 X 3"1/2 HEX SOCKT HEAD CAPSCREW	7601-034070	4
41	5/8" HEX NUT	7601-061012	12
42	BRG(SKE 22230-C)	7602-020012	2
43	O RIG	7602-160078	2
44	OIL SEAL	7602-213094	2
45	1" LOCKWASHER	7601-132033	36
46	1"-8 HEX NUT	7601-061018	16
47	5/8 LOCKWASHER	7601-132030	50
48	DRUM BRAKE HANDLE	6205-0842-10	1
49	EQUALIZER BAR PIN	6212-0081-00	1
50	PIVOT PIN LOCK	6212-0086-00	2
51	BRAKE SHAFT BEARING BLOCK	6212-0481-00	1
52	BAGUES	6212-0965-00	3
53	BUSHING	6212-1013-00	2
54	LOCK NUT (R.H)	6212-1070-00	1
55	LOCK NUT (L.H)	6212-1071-00	1
56	BRAKE BAND ASSY	6214-0200-00	2
57	3/4 HX NUT	7601-061014	4
58	3/8" BR FL HD MACH SCR	7601-108074	140
59	3/4" LOCK WASHER	7601-132032	7
60	BAGUES	7602-0140-22	2
61	ILITE BUSHING AA-1512-2	7602-0140-31	14
62	OILITE BUSHING	7602-014035	4
63	BUSHING	7602-0440-19	4
64	BUSHING	7602-044035	4
65	BRAKE BLOCK WITH PLUGS	7602-137020	22
66	BLOCK, BRAKE WITH PLUG ,DEAD END	7602-137023	2
67	PACKING RETAINER	6212-0074-00	1
68	SPACER	6214-0063-00	2
69	SPACER	6214-0064-00	2
70	SPACER	6214-0065-00	1
71	SPACER	6214-0066-00	1
72	CLUTCH SPIDER	6214-0073-00	1
73	SPACER	6296-3700-00	2
74	1" X 3" DRLD HD CAP SCREW	7501-2272-00	12

75	GASKET	7502-0672-00	2
76	GASKET	7502-0899-00	4
77	3/8" COPPER TUBING ASSSY	7508-0020-28	3
78	1/2" X 1-1/4" HEX HD CAP SCREW	7601-033050	12
79	1/2" X 2-3/4" HEX HD CAP SCREW	7601-033056	12
80	CAPSCREW 5/8 X1-3/4	7601-033077	12
81	1" X 3" HEX HD CAP SCREW	7601-033133	1
82	1" X 3-3/4" HEX HD CAP SCREW	7601-033136	1
83	1/2-13X2"1/4HEX SO HD CAPSCREW	7601-034033	4
84	1" X 3-1/2" HEX SKT HD CAP SCREW	7601-036070	12
85	1/2"SPECIAL LOKWASHER	7601-132043	4
86	3/8" COPPER TUBING X 8" -4"	7601-338100	1
87	BRG	7602-020041	4
88	BRG	7602-020042	2
89	BRG	7602-021292	2
90	SKF LOCKNUT AN40	7602-025022	2
91	SKF LOCKNUT W40	7602-026022	2
92	SPIROLOX RING	7602-203070	2
93	1/16" WIRE	7602-528132	1
94	3/4" ESNA LOCK NUT #49NU120	7601-072015	28
95	SHIM SET	7502-0462-00	2
96	1/2" X 2" HEX HD CAP SCREW	7601-033051	32
97	1" X 2-3/4" HEX HD CAP SCREW GR5	7601-033567	8
98	1/2" HEX NUT	7601-061009	32
99	1/4" LINCON FITTING #5050	7601-207008	2
100	BRG(SKE 22226-C)	7602-020010	2
101	FAWICK 16CB500 CLUTCH	7602-076002	1
102	GASKET	6212-0073-00	1
103	SHIM SET	6214-0221-00	1
104	GASKET	7502-0834-00	1
105	GASKET	7502-0833-00	1
106	SHIM SET	7502-1516-00	1
107	3/8" COPPER TUBING X 1"-9"	7601-338021	1
108	SKF BEARING 22224-C	7602-020009	2
109	SKF BEARING 23026-C	7602-020034	1
110	TORRINGTON BEARING 130RU30	7602-021265	1
111	FAWICK 28CB525 CLUTCH	7602-076101	1
112	SPAECER	6214-0135-00	1
113	BUSHING	6214-01611-00	1
114	ROTORSEAL ADAPTER	6214-0241-00	2
115	AIR CYLINDER ASSEMBLY	6296-1182-00	1
116	GASTCAT	7502-0896-00	4
117	3/4" X 5-1/2" HEX HEAD CAP SCREW	7601-033287	24
118	3/4" X 5-1/2" HEX HEAD CAP SCREW	7601-033107	12
119	1" LOCK WASHER	7602-132033	2
120	ROTOR SEAL BEUBLIN	7602-2170-06	1
121	RET RING	7602-203062	1
122	Stuffing Box Assy	6212-0522-00	1

ATTACHMENT B

UNPRICED TECHNICAL OFFER

LOT01: Spare parts for CAT IV inspection mud pump Gardner Denver PZK10
S.N 901773

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 CAT IV drawworks EMSCO C2 type II SN109

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 CAT IV inspection mud pump Gardner Denver PZK10 S.N 901773

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 04 weeks to 06 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 CAT IV drawworks EMSCO C2 type II SN109

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 NOV PARTS ARE ACCEPTED
- COUNTRY OF ORIGIN :
- COUNTRY OF EMBARKATION :
- ESTIMATED NET AND GROSS WEIGHT :
- DELIVERY FROM DATE OF ORDER ACKNOWLEDGEMENT : Preferably 04 weeks to 06 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:

<p>COMPAGNIE TUNISIENNE DE FORAGE 19 RUE DE L'ARTISANAT – CHARGUIA II</p> <p>L'AEROPORT – 2035 ARIANA</p> <p>TUNISIA</p> <p>PURCHASE ORDER N°</p>
--

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.