

ANNOUNCEMENT FOR TENDER NO. 11/ 2009

Syrian Railways announces its need to supply:

SPARE PARTS FOR SYRIAN DMU

For whom interested in participation in this announcement, can obtain technical & Financial/Legal book , from : Contract Department – located at the building of the General Administration of Syrian Railways – Aleppo . (**web: www.cfssyria.org**) or from Transport Ministry railway Office in Damascus .

Bidder should submit his offer in two sealed envelopes, to be put in third envelope addressed to:

Syrian Railways
P.O.Box 182 – Aleppo – Syria
Secretary of Purchasing Committee
Tender No: 11 / 2009

Closing date: The end of the official working day of Monday, June , 1 , 2009.

Each offer submitted after the closing date will be rejected.

- **Bid Bond** : / Euro 85000 / for Foreign bidder and /S.P. 5095000 / for the local bidder.
- **Performance Bond** : 5 % of total contract value.
In case the offer includes more than one partner they should offer the bid and performance bonds equally as detailed in the technical - financial & legal conditions book .
- **The bidder's commitment period with his offer** : / 180 / calendar day starting from the day following to the last date of submitting the offers.
- **The Candidate contractor's commitment period with his offer** : / 180 / calendar day from the day following to the date of contractor's notifications about awarding the bid .
- **Delivery period** : / 180 / calendar day from L/C opening date for the foreign bidder & from the date of order to commence for the local bidder. As detailed in the technical / financial & legal book. Partial delivery is allowed for the groups.
- **Prices** : in one of the following currencies : ¥ - € - £-.for the foreign bidder & S.P. for the local bidder.
- **Guarantee Period** : / One Year / from the date of the temporary reception
- **Nominating Bidder's Agent:** it is obligatory for foreign bidder to nominate his registered Commercial Agent in Syria for his offer, in case he is awarded the bid , according to the stipulation of both Decrees No 151 of the year 1952 and its amendment and No 15 of the year 2001. This Document is considered as a necessary condition to sign the Contract.

It is necessary to obtain the complete documents related to this announcement from the Syrian Railways address m/a or from our website www.cfssyria.org

**Director General Of Syrian Railways
Eng . Georges Mokabari**

N.B : Please , advise us by return fax or Email your well reception of above text and your willingness to participate or not .

P.O.Box : 182
TEL : 00 963 21 2213900
FAX : 00 963 21 2251002
E-mail : cfspc@mail.sy



SYRIAN RAILWAYS GENERAL EST.

Information Data for Maritime Shipment

1- Total and Gross Weights

- Net Weight :
- Gross Weight :

2- Method of Packing :

Number of Packages :

3- The goods to be shipped in containers :

20 * Or 40 *

- Number of containers :

4- - Volume :

- Dimentions :

5- The Name of Shipping Seaport :

6- The Number Of Shipping lots

- Quantity of each lot

FINANCIAL ESTIMATION SCHEDULE

Tender No. /2009 - For the

| Bidder 's Name | Country | Unit Price FOB BASIS | Qty | Total Price FOB BASIS | Unit freight cost | Total Freight Costs |
|----------------|---------|-------------------------|-----|--------------------------|----------------------|------------------------|
| | | | | | | |

Financial Conditions:

- 1. Country of Origin :.....
- 2. Offer Validity :.....
- 3. Guaranty Period :.....
- 4. Commercial Agent :.....
- 5. Payment Conditions :.....
- 6. Delivery Period :.....

To be put in envelop "B" – and duly signed



SYRIAN RAILWAYS GENERAL EST.

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Technical - Financial and Legal Conditions Book of Tender No: 11/2009

According to the stipulations of Law No. /51/ of the year 2004 including the Regulations of Contracts.

ARTICLE NO. / 1 / : Legal References

The following documents are the legal references for the relevant condition book :

- 1- The Contracts Regulations issued under the Law No. /51/ for the year of 2004.
- 2- The General Tender Book issued under the Decree No. /450/ for the year of 2004 .
- 3- Typical Contract which is in accordance with the Law No. /51/ for the year 2004
- 4- The Announcement related to the file No. 11/2009.

ARTICLE NO./2/:The Requested Supplies:

SPARE PARTS FOR SYRIAN DMU

ARTICLE NO./3/ The Technical Specifications:

| Item | Description | Part No . | Qty | | |
|--------|----------------------------------|--------------------|------|--|--|
| Group1 | | | | | |
| 1. | Oil filter | 3318853(LF0300000) | 1500 | | |
| 2. | Fuel filter | 4095189(FS0100600) | 1500 | | |
| 3. | Water filter | 4058965(WF0207600) | 1500 | | |
| 4. | Harness Elec. Cont. Wrg | 3410098 | 1 | | |
| 5. | Harness Elec. Cont. Wrg | 3410097 | 1 | | |
| 6. | Harness Elec. Cont. Wrg | 3658891 | 3 | | |
| 7. | Fuel rail actuator | 333060000 | 20 | | |
| 8. | Timing Rail actuator | 333060100 | 10 | | |
| 9. | Fuel Timing Rail Pressure sensor | 340851900 | 15 | | |
| 10. | Ambient pressure sensor | 490272000 | 10 | | |
| 11. | Intake air pressure | 340851500 | 30 | | |

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|---------------|-------------------------------------|--------------------|------|--|--|
| 12. | Intake manifold air temp sensor | 308518500 | 10 | | |
| 13. | Oil pressure sensor | 340851700 | 10 | | |
| 14. | Coolant temperature sensor | 386531200 | 10 | | |
| 15. | Compact fuel pump pressure sens | 340857700 | 10 | | |
| 16. | Side data connector cover protects. | 307617400 | 50 | | |
| 17. | Pressure sensor fuel pump | 333060000 | 10 | | |
| 18. | Pressure sensor | 3408518(340851700) | 10 | | |
| 19. | Pressure sensor | 308514000 | 10 | | |
| 20. | Fuel pump | 4009869 | 6 | | |
| 21. | Module electric control | 386774300 | 6 | | |
| 22. | Kit turbo charger | 408974500 | 5 | | |
| 23. | Nut, hex. Flange | 305615800 | 60 | | |
| 24. | Screw, Hex flange head cap | 400052100 | 60 | | |
| 25. | Gasket Turbo charger | 308182400 | 80 | | |
| 26. | Seal, rectangular ring | 350244900 | 20 | | |
| 27. | Washer, plain | 350496700 | 40 | | |
| 28. | Nut, lock | 351953500 | 20 | | |
| 29. | Bearing Turbo charger | 3598528 | 40 | | |
| 30. | Ring, retaining | 351964100 | 60 | | |
| 31. | Shaft & wheel | 353598000 | 10 | | |
| 32. | Screw, Hex. Head set | 359892300 | 160 | | |
| 33. | Seal, Split ring | 352144200 | 30 | | |
| 34. | Lock plate | 352290400 | 200 | | |
| 35. | Screw, Hex. Head set | 352507300 | 40 | | |
| 36. | Housing, tur bearing | 3536589 | 10 | | |
| 37. | Seal, rectangular ring | 353440500 | 20 | | |
| 38. | Housing, turbine | 353757500 | 10 | | |
| 39. | Gasket , connection | 320211700 | 100 | | |
| 40. | Starting Motor | ST4079 | 6 | | |
| Group2 | | | | | |
| 41. | Water separator element kit | 26550005 | 1000 | | |
| 42. | Fuel Filter Element kit | 26560201 | 1000 | | |
| 43. | Oil! Filter element | 2654407 | 1000 | | |
| 44. | Fuel pump | 4132A014(4132A018) | 30 | | |
| 45. | Mounting kit | U5MK0696 | 5 | | |
| 46. | Water temperature switch(wts-1 | 2848A102 | 15 | | |
| 47. | Engine speed magnetic sensor | 2868A006 | 30 | | |
| 48. | Fuel Injection pump | 2644H204 | 5 | | |
| 49. | Electronic Governor kit | U5Mk0650 | 5 | | |
| 50. | Dip stick | 3178C088 | 10 | | |
| 51. | Water pump kit | U5MW0194 | 5 | | |
| 52. | Screw | 2314K164 | 10 | | |
| 53. | Screw | 2314H005 | 10 | | |
| 54. | Screw | 2314H012 | 20 | | |

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|---------------|------------------------------------|-------------------|------|--|--|
| 55. | Turbo charger | 2674A404 | 5 | | |
| 56. | Joint | 3688A029 | 5 | | |
| 57. | Stud | 2313M377 | 20 | | |
| 58. | Nut | 2318A634 | 20 | | |
| 59. | Turbo feed pipe | 4128A027 | 5 | | |
| 60. | Turbo drain pipe | 3584A001 | 10 | | |
| 61. | Joint | 3688A035 | 40 | | |
| 62. | Joint | 3688A036 | 40 | | |
| 63. | Screw | 2314F004 | 10 | | |
| 64. | Screw | 2314H003 | 10 | | |
| Group3 | | | | | |
| 65. | Wearing part "A" | H29.961960A | 90 | | |
| 66. | Input speed sensor (fs-n1) | H91.346330 | 50 | | |
| 67. | End position sensor direction (ns | 19.0000662 | 30 | | |
| 68. | Speed Sensor Direction of rotation | H91.346320 | 30 | | |
| 69. | VTIC(elect, Control Sys) 001-645 | H29.374450 | 5 | | |
| 70. | Wearing part "A" | 172.00095110A | 90 | | |
| 71. | Temp. Sensor X66., X67, X68 | H23,695020 | 40 | | |
| 72. | Ang. Plug | H90.457320 | 30 | | |
| 73. | Ang. Plug | H90.457310 | 10 | | |
| 74. | Oil level monitoring sensor | H90.863810 | 10 | | |
| 75. | Elec. Equip. T312bre | H29.372450 | 2 | | |
| Group4 | | | | | |
| 76. | Comp intake air fitter | 8.000.8.923.728.5 | 200 | | |
| 77. | Comp. Lube oil filter | 8.000.8.923.724.5 | 100 | | |
| 78. | Brake pad, 16ea/R | C105255/24DOX | 2000 | | |
| 79. | Wiper blade | 175061/600 | 200 | | |
| Group5 | | | | | |
| 80. | Speed gen. Sensor | 5.8600.120/41 | 30 | | |
| 81. | Pulse generator | 5.8600.012/ca | 6 | | |
| 82. | Connecting cable L:2meter/8core | 5.8600.00.00 | 25 | | |
| Group6 | | | | | |
| 83. | Multi. Jumper box 74P | EJP00369 | 10 | | |
| 84. | Multi. Jumper box 20P | EJP00378 | 10 | | |
| 85. | Tail light complete | ELP00255 | 10 | | |
| 86. | Head light complete | ELP00254 | 10 | | |
| 87. | Side marker light | ELP00267 | 10 | | |
| 88. | Door Indication light | ELP00268 | 30 | | |
| 89. | Pillar light | ELP00289 | 10 | | |
| 90. | Center operation box | ESP00526 | 10 | | |
| 91. | Pcb control | ESP00526-18 | 30 | | |
| 92. | Main operation box | ESP00528 | 5 | | |
| 93. | Power amplifier | ESP00530 | 5 | | |
| 94. | Emergency comm. Unit | ESP00531 | 5 | | |

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|------|--|--------------|-----|--|--|
| 95. | Multiple jumper bracket (20P) | EJP00379-400 | 5 | | |
| 96. | Multiple jumper bracket (20P) | EJP00379-401 | 5 | | |
| 97. | Multiple jumper bracket (74P) | EJP00370-400 | 5 | | |
| 98. | Multiple jumper bracket (74P) | EJP00370-401 | 5 | | |
| 99. | Multiple jumper box Assy. | EJP00371 | 2 | | |
| 100. | Terminal block | EJP00374-400 | 5 | | |
| 101. | Terminal block | EJP00374-401 | 5 | | |
| 102. | Relay | EMP01858 | 100 | | |
| 103. | Meter Relay | EMP01861 | 5 | | |
| 104. | Timer | EMP01860 | 10 | | |
| 105. | Magnatic Switch | EMP01835 | 3 | | |
| 106. | Magnatic contactor | EMP01870-400 | 25 | | |
| 107. | Magnatic contactor | EMP01870-402 | 5 | | |
| 108. | Spring Socket | ELP00258 | 50 | | |
| 109. | Time Unit H3CR-A8 DC12-48V | C-0041 | 15 | | |
| 110. | Time Unit H3FA-SA DC24V 1-10Sec | C-0048 | 15 | | |
| 111. | Relay DC24V DS2E-S | C-0044 | 25 | | |
| 112. | Relay DC24V DS4E-S | C-0045 | 15 | | |
| 113. | Time Unit H3CR-A8 AC100-240V | C-0038 | 10 | | |
| 114. | Electro Magnatic contactor SD-N80 | C-0015 | 5 | | |
| 115. | Electro Magnatic contactor SD-N65 | C-0016 | 10 | | |
| 116. | Fire Sensor | EMP01859 | 10 | | |
| 117. | Relay RU4S-CD-DC24V | C-0042 | 10 | | |
| 118. | Relay RU2S-CD-DC24V | C-0043 | 20 | | |
| 119. | Relay G6C-1114P-US DC24V | C-0046 | 15 | | |
| 120. | Relay G6C-2114P-US DC24V | C-0047 | 3 | | |
| 121. | Hornlever Switch | EMP 1813 | 5 | | |
| 122. | Motor Relay K2CM-2LSA | C-0040 | 2 | | |
| 123. | Relay For Starte 2848A227 | C-0025 | 2 | | |
| 124. | Relay For Glow Pluc | C-0026 | 2 | | |
| 125. | Relay For Fule Pump DC24V | C-0027 | 2 | | |
| 126. | Electro Magnatic Contactor SD-N12 | C-0039 | 5 | | |
| 127. | Molded Case Circuit Breaker NF30-SW2P-10A | C-0028 | 2 | | |
| 128. | Molded Case Circuit Breaker NF30-SW2P-30A | C-0029 | 2 | | |
| 129. | Molded Case Circuit Breaker NF30-SW3P-30AF/10AT | C-0030 | 2 | | |

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|------|-----------------------------------|--------------|-----|--|--|
| 130. | Ultraviolet filter | JF3205 | 50 | | |
| 131. | Ultrafiltration fitter | MSU-201 | 100 | | |
| 132. | Push button switch, green | EMP01827-403 | 40 | | |
| 133. | Push button switch, red | EMP01827-401 | 80 | | |
| 134. | Push button switch, yellow | EMP01827-414 | 40 | | |
| 135. | Push button switch, | EMP01891-400 | 200 | | |
| 136. | Push button switch, | EMP01891-401 | 200 | | |
| 137. | Distri. Assy. Of lub. Flang.wheel | TRP03353 | 10 | | |
| 138. | Nozzle | TRP03355 | 100 | | |
| 139. | Ballast Sam Kong ac220v-40w | ELP00256-3 | 100 | | |
| 140. | Ballast Sam Kong ac220v-20w | ELP00261-4 | 50 | | |
| 141. | Inverter. Sam Kong DC24V-40W | ELP00258-3 | 50 | | |
| 142. | Inverter. Sam Kong DC24V-20W | ELP00262-4 | 50 | | |
| 143. | HV jumper plug 20P | EJP00361 | 5 | | |
| 144. | HV jumper plug 74P | EJP00362 | 5 | | |
| 145. | HV jumper plug 4P | EJP00349 | 5 | | |
| 146. | End lamp green | EMP01825-402 | 20 | | |
| 147. | End lamp yellow | EMP01825-401 | 20 | | |
| 148. | End lamp red | EMP01825-400 | 20 | | |
| 149. | Aircon Interface Panel- Assy | EMP01884 | 5 | | |
| 150. | Sealed beam for headlight | ELP00254 | 50 | | |

Group7

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|------|--------------------------|----------------|-----|--|--|
| 151. | Control panel | 72FC300-55001A | 4 | | |
| 152. | Evaportaotr coil | 72FC300-20085A | 1 | | |
| 153. | Solenoid valve body | PVV03GP0010 | 4 | | |
| 154. | Solenoid valve coil | PCS01FD0010 | 4 | | |
| 155. | Thermal expansion valve | PVV01FN030 | 4 | | |
| 156. | Suply blower | 72FC300-20081A | 1 | | |
| 157. | Suply blower motor | PMO02CV0050 | 1 | | |
| 158. | Temperature sensor | HH79NZ047 | 2 | | |
| 159. | Muffler | 72FC300-KDM309 | 2 | | |
| 160. | Condenser fan motor | PMO02CV0060 | 2 | | |
| 161. | Condense coil (left) | 72FC300-200860 | 1 | | |
| 162. | Condense coil (right) | 72FC300-200870 | 1 | | |
| 163. | Condenser fan | 72FC300-20082A | 2 | | |
| 164. | Compressor | PCP01AC0010 | 2 | | |
| 165. | Dual pressure switch | PSW12GP0010 | 2 | | |
| 166. | Crank case heater | PHT01080010 | 2 | | |
| 167. | Sight class | PSI01GP0020 | 2 | | |
| 168. | Filter dryer | PDR01GP0070 | 2 | | |
| 169. | Fresh air damper | 72FC300-200830 | 1 | | |
| 170. | Fresh air damper | 72FC300-200840 | 1 | | |
| 171. | Actuator motor | PMO03AC001A | 2 | | |
| 172. | Fresh air filter blanket | 72FC300-20088A | 200 | | |
| 173. | Fresh air cover packing | 72FC300-300470 | 2 | | |
| 174. | Electric heater | 72FC300-222622 | 1 | | |

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|------|---------------------------|----------------|--------|--|--|
| 175. | Over heat protector 80c° | POVGS0010 | 2 | | |
| 176. | Over heat protector 120c° | POVGS0020 | 2 | | |
| 177. | Unit isolator | 72PB160-390898 | 8 | | |
| 178. | Vibreation absorber | 72HS-708456 | 8 | | |
| 179. | Washer rebound | 72HS-0145667 | 8 | | |
| 180. | Insu , EVA C2 | 72FC300-560020 | 4 | | |
| 181. | Insu , EVA C3 | 72FC300-560030 | 2 | | |
| 182. | Insu , EVA C6 | 72FC300-560060 | 2 | | |
| 183. | Sealant | 2291180001 | 1 | | |
| 184. | Refrigerant | 72HS-693004 | 160 kg | | |
| 185. | Pcb | PB PSMB-01 | 30 | | |
| 186. | Pcb | PB ACMB-01 | 20 | | |
| 187. | Pcb | PB ACMB-02 | 20 | | |
| 188. | Pcb | PB RELAY-01 | 10 | | |
| 189. | Pcb | PB PRTB-01 | 10 | | |
| 190. | Circuit breaker | CB-220-01 | 5 | | |
| 191. | Nfb | CB-VENT-01 | 5 | | |
| 192. | Nfb | CB-EVAP-02 | 5 | | |
| 193. | Nfb | CB-COND-01 | 5 | | |
| 194. | Nfb | CB-COMP-01 | 5 | | |
| 195. | Fuse | FU-CPPT-01 | 5 | | |
| 196. | Fuse | FU-CPPT-02 | 5 | | |
| 197. | Varistor | 721A200-552110 | 20 | | |
| 198. | Contactor | MC-HEAT-01 | 20 | | |
| 199. | Contactor | MC-COMP-01 | 20 | | |
| 200. | Relay | RY-ACMP-01 | 5 | | |
| 201. | Relay | RY-COOL-01 | 20 | | |
| 202. | Nfb | CB-HEAT-01 | 5 | | |

ARTICLE NO. / 4 / : Special Terms:

1. The Bid Bond amounts to / Euro 85 000 / Say Eighty Five Thousand Euro only (for the Foreign Bidder) and / SP 5095 000 / Say Five Million, Ninty Five Thousand Syrian Pounds Only (for the Local Bidder) , must be valid for /90/ Ninety calendar days from the closing date if the bid bond was presented under a bank guarantee.

- The bid bonds will be returned immediately by the Tender Committee to the Bidders whose offers were not accepted.
- For the Bidders who are not awarded the bid or not contracted with will have their bid bonds returned to them after the Orderer of Expense endorsed the Tender Committee report.

2. The Performance Bond : is (5%) of the total contract value to be paid within / 15 / days starting from the notification date of bidder's awarding of the bid and before signing the contract.

- The bid bond can be considered as performance bond, if the Contractor has settled the difference between the two bonds once the bid bond is less than the performance bond within a/m period .
- In case the bid bond is issued by a bank guarantee, it should be substituted by a new bond equals to the value of performance bond.
- The Administration will keep the performance bond to guarantee the good execution of the Contract, deduction delay penalties and all indemnities in case the Contractor broke his commitments.
- The performance bond will be released after issuing the final reception report of the supplies, unless other obligations are due on the Contractor and leads to keep the performance bond.

3. In case the offer includes more than one partner, they should offer the bid and performance bonds equally, and the Participation Application submitted by these partners should include a phrase that " they are partners jointly and severally " , also, they should submit all the corroborative documents for each one of them, except the Classification Certificate which is sufficient to be submitted by one of the partners .

4. The Bidder should be committed with his offer for / 180/ one hundred and eighty calendar days starting from the day following to the last date of submitting offers .

5. The Candidate Contractor should be committed with his offer for /180 / one hundred and eighty calendar days starting from the day following to the date of Contractor's notification about awarding the bid.

6. The Candidate Foreign Contractor should offer a copy of the Contract signed between the Contractor and the international inspection firm which is chosen by the Administration before signing the Contract. Also, it should include the amount of Contract concluded with the International Inspection Company as well as its commitment according to the Article No. /5/ -Envelope (A) of this book .

7. The Candidate Contractor should sign the Contract within a period of / 30 / calendar days as max. from the day following to the date of Contractor's notification about awarding the bid. In case of Contractor's absence or refusal to sign the Contract according to stipulations of the relevant conditions book and his acceptable offer, Syrian Rallways will confiscate the presented bonds and it has the right to claim a compensation for damages in case of suing .

I - Envelone (A) Contains Participation Documents on /3/ copies , one of them is original:

1 -Participation Form in which the Bidder declares that he is acquainted with the special and general books (legal, technical and financial), supplies items mentioned in articles /2/ + / 3 / of this book , and he accepted all conditions, specification and stipulations mentioned in these documents. Also, the Bidder should attach a copy of his personal identity and elected domicile.

2- Declaration of the Bidder that the supplies subject of this announcement are of pure national origin of ... (Country name to be nominated) and must also clarify if he is the manufacturer .And if the Bidder is a supplier he must define the manufacturer's supplies name , otherwise his offer will be rejected .
In case the origin of goods are of several countries, then the Bidder should mention all the names of these countries of origin clearly. Nevertheless, the Bidder undertakes, that the supplies are brand new and not renewed, and must define the producing year.

3- For the Foreign Bidder, a written undertaking that in case he is awarded the bid, he should nominate his official Commercial Agent in Syria before Contract signing, according to the stipulations of both Decrees No. / 151 / of the year 1952 and No. / 15 / of the year 2001.

4- A)The Bidder should submit the following documents :

- 1- The Bidder is not deprived of participating in the public tenders or contracting with Public Parties or his money is seized to the public parites provisionally or execuitionally.
- 2- The Bidder is recorded in the Syrian Trade Register, if he is a Syrian or treated like a Syrian .
- 3- The Bidder is recorded in the Syrian Chambers of Industry or Trade, as the case may be, if he is a Syrian or treated like a Syrian .
- 4- The Bidder is not convicted of a crime or a disgraceful act, unless he is rehabilitated .
- 5- The Bidder is not employee in a Public Party and is not a member in the Executive Bureau of the Local Administration within his government strictly .
- 6- The Bidder has not any plant, establishment, or branch office in Israel, he is not a participant in any establishment or organization in Israel, he is not a party in any Contract concluded for

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manufacturing or assembling or permission or technical assistance with any person or establishment or organization in Israel, he does not practice such activity in Israel either personally or via an agent in Israel, and he does not participate in any way in supporting Israel or its war effort.

The Public Parties are exempted from submitting all the documents mentioned in paragraph (4-A)

4-B) The Foreign Companies that have not a branch or resident representative in Syria are exempted from presenting the documents No. (2 - 3 - 4 -5) mentioned in paragraph (4-A) above.

4- C) 4- C) The conditions defined in items Nos. (1 - 5 - 6) of paragraph No. (4-A) should be presented by the Bidder in the form of written declarations .

4-D) The documents Nos. (4 - 5) mentioned in paragraph (4-A) above are requested only from the natural persons .

4- E) The issuance date of the documents defined in items Nos. (2 - 3 - 4 - 5) of paragraph No. (4-A) should not exceed /3/ months strictly .

5-A- The Candidate Bidder should specify his detailed elected domicile in Syria when he awards the bid (i.e. City, Street No Building No. Apartment No, Name of person living in this apartment mere P.O. Box is not accepted).

5-B- The elected domicile is considered as obligatory to Contractor, even if he moves to another domicile, unless he notifies the Administration in writing, of his new chosen domicile in the same country , otherwise , all notifications sent to his first elected domicile will be legally valid.

5-C-All notifications, correspondences, notices and warnings sent by Syrian Railways to the Contractor will be considered correct when they are delivered to him in person or to his agent or legal representative or when they are sent to his domicile or agent or legal representative by registered mail or telegraph or telex the content of which must be confirmed by a registered letter or by any other means of confirmation accepted by a court of law sent to the address appointed in the Contract.

5- D- The Contractor is considered legally notified of all correspondences , notifications and warnings, in one of the following cases:

- Immediately, in case they are handed to the Contractor directly or his agent or legal representative .
- Within /48/ hours if they are sent by telegraph or telex.

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- Immediately once the sending report is issued on the fax machine proving the positive sending " OK", if the fax is used as a notification media.
- Within /5/ days, if the Contract is sent by the registered mail to his elected domicile stated in this contract.

In case, it is difficult to notify the Contractor of one of a/m ways, then the Administration will notify the Contractor via one of the Local newspaper, if needed, and in such case the Contractor will be considered notified legally .

5-E- In case, the Foreign Bidder will choose his elected domicile at the house of the Commercial Attaché in Syria, the Bidder should present the following :

- Previous written approval of the commercial attaché, consequently his approval for notification when it is needed.
- The duly signed approval of the concerned Embassy.
- A declaration stating that the Bidder considers the notification of the Commercial Attaché as official without having the right to claim that the Commercial Attaché has not completely fulfilled his engagement for notification.

6- In case the Foreign Bidder is a supplier and not manufacturer , he is engaged to submit an annual report for the last three years and a letter issued by the bank- stated the Bidder's capacity duly legalized by the Chamber of Commerce and the Syrian Embassy in Bidder's country.

7- A participation form of (8) Pages should be filled in by the Bidder and stuck a financial stamp in the amount of / S.P. 1000 / according to the Law No. /44/ for the year 2005 .

8- In case the Foreign or local Bidders is a supplier , and not manufacturer, he should submit a distribution Certificate from the manufacturer certified by the Chamber of Commerce and Industry and legalized by the Syrian Embassy in manufacturer country OR a declaration presented by the Local Bidder shows that the supplies are available in the Local markets according to the letter of the Finance Ministry No. 25588/9/66 dated 1/10/2007.

9- The Foreign Bidder should submit a Certificate of the Chamber of Commerce OR the Trade Register OR the Company Register duly legalized by the Chamber of Commerce, the Syrian Embassy in the Foreign Bidder's Country and the Foreign Ministry in Syria .

10- The Foreign Bidder's Commitment to nominate /3/ international expertise firms, from the following companies :

1-SNCB - BELGIUM. 2- SYSTRA- FRANCE. 3. D.B. INTERNATIONAL - GERMANY. 4- LLOYDS REGISTER EMEA - ENGLAND. 5 - ITALFERR - ITALY. 6-BUREAU VERITAS FRANCE. 7- AUSTRIAN RAILWAYS -AUSTRIA - 8-D.B. GERAMN RAILWAYS - GERMANY. 9- BALTIC CONTROL - DENMARK .10- APAVE - FRANCE . 11- ISV - GERMANY

1-SNCB - BELGIUM. 2- SYSTRA- FRANCE. 3. D.B. INTERNATIONAL-GERMANY. 4- LLOYDS REGISTER EMEA - ENGLAND. 5 - ITALFERR - ITALY. 6-BUREAU VERITAS FRANCE. 7- AUSTRIAN RAILWAYS -AUSTRIA - 8- BALTIC CONTROL - DENMARK . 9 -APAVE- FRANCE . 10- ISV -GERMANY

Syrian Railways will choose one of the inspection firms to carry out he quality control, technical inspection and reception of the Foreign supplies as well as the following tasks:

- A. Checking the good quality of supplies through supervision and technical inspection on the process of production according to the contracted technical specifications, as well as submission the reports accordingly .
- B. Checking the Contractor's commitment that the manufacturing of supplies , tests and operation done by the manufacturers or executing party are in compliance with the technical tender book. The results should be presented in a detailed report accordingly.
- C. Receiving the supplies from manufacturer plants , supervision on packing and wrapping works and defining shipping conditions with participation of engineers C.F.S, if presented.
- D. Following up transportation measures of the supplies to the seaport or shipping site and delivery of contracted goods to the shipping agent on its technical and numerical responsibility .
- E. Quality control and technical acceptance works should be carried out according to international standards and regulations.
 - All the costs of the chosen international inspection firms should be born by the Contractor
 - Nevertheless, Contractor is still responsible for the compliance of supplies with technical specification as well as the commitment with the Contract's conditions.

Note:

The certificate of quality control and technical acceptance issued by the branches of the headquarters of the a/m expertise firms is not accepted.

- 4- Fees of the analysis and tests of the supplies . -
- 5-All banking expenses resulted from the issuance and extension of bid bond and performance bond including the stamp duty. -

C- Syrian Railways Administration shall bear the following taxes and duties, in case of contracting with Foreign Contractor : -

- 1-Levied Customs duties inside Syrian Arab Republic, as well as costs and fees of the Import License in Syria. -
- 2- The costs of L/C opening and confirmation according to the Contract conditions . -
- 3-Insurance costs strictly at the Syrian General Establishment of Insurance strictly. -
- 4-The expenses of L/C and import license amendments and extension, if these amendments and extension are caused and required by the Administration . -
- 5- The expenses of L/C confirmation which is resulted from L/C extension, if this extension is caused by the administration. -

ART. /8/- Warranty

- 1. The Contractor shall warrant the good quality of the whole spare parts contracted upon for a period of /one year/ from the date of the temporary reception. (/ /)
- 2. Contractor is engaged during the warranty period, and according to a written request of the Administration, to replace free of charge, and without delay, all defective spare parts that proved their bad manufacturing and have them transported on his account to the warehouses of the Administration , as well as, to bear all the due costs , fees and customs taxes for the replaced spare parts. (/ /)
- 3. The new replaced spare parts shall have a new warranty period equals to the main warranty period beginning from the date of replacement. (/ /)
- 4. In case the Contractor refuses to replace the defective spare parts within a reasonable period defined by the Administration, then the Administration has the right to replace these spare parts on the Contractor's account. (/ /)
- 5. If there appears, after the end of the warranty period any defect in manufacturing that the Contractor concealed intentionally, the warranty period shall be extended for /365/ three hundred and sixty five calendar days more, beginning from the date of this defect appearing or discovery. (/ /)

Art. / 9 / : Delay Penalties :

The delay penalties will be applied to the Contractor who has delayed on the determined delivery period, even though no damage is caused to the Administration, provided that the daily delay penalties should not be less than(0.001) (one per Thousand) of the total Contract value, and the delay penalty shall not exceed 20% of the total Contract value as maximum.

The Administration may calculate daily delay penalties, on the basis of the delayed supplies value, once the two following conditions are concomitantly satisfied :

a-To deliver the remaining of the supplies within the specified periods.

b-The delayed part of the supplies should be independent in normal use and does not effect on the execution of project .

The penalties resulted from the breaking of the international inspection firm to their commitments which initially equal to the double of the Contract value concluded between the Contractor, and international inspection firm are not included within the value of the delay penalties stipulated in this article .

The technical penalties have no relation with delay penalty which is stipulated in some Contract.

ARTICLE NO. / 10/ : Payment Method

1- For the Foreign Bidder :

Payment Method by confirmed irrevocable letter of credit in ratio of 100% , to be opened within the Commercial Bank of Syria at Foreign Bank chosen by CBS and will be paid as follows:

- 10% of total supplies value paid as down payment against issuing a bank guarantee in the same value The value of the down payment will be reduced in the same ratio from the supplies value and will be released after the temporary reception which is complying with Art. No. /49/ , /63/ and /64/ of the Law No./51/ for the year 2004 (i.e. the Contractor's right to claim for a price rise after receiving the advance payment shall be waived)
- 70% of total supplies value paid against presenting the shipping documents duly .
- 10% of total supplies value paid after the temporary reception and according to a report duly ratified by the Administration of Syrian Railways.
- 10% of total supplies value paid after the final reception and according to a report duly ratified by the Administration of Syrian Railways.

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The payment of a/m 10% of the total supplies value paid at the temporary reception and 10% of the total supplies value paid at the final reception against the following documents:

- 1- Invoices duly signed and stamped by the Contractor containing the issuance of the temporary and final reception reports, provided that there should not be any technical contradiction or delivery delay penalties or any other penalties. These invoices should be submitted to the Commercial Bank of Syria via the Correspondent Bank .
- 2- A letter sent by Administration to the Commercial Bank of Syria, Branch No. /1/ in Aleppo to release the requested amount .

For the supplies, payment for the Foreign Contractor will be effected against presenting a complete set of shipping documents which are as follows :

1. A Commercial invoice in (12) copies duly signed by the Contractor . one copy of which to be certified by the Chamber of Commerce & Industry in () and legalized by the Syrian Embassy in () . The invoices should mention the full name of the manufacturer .
2. A Bill of lading issued by the forwarding company /1/ original and /4/ copies, certifying that the supplies are shipped to Lattakia/Tartous seaport on (FOB) or (CFR) basis as per the Contract condition .
3. A certificate of origin issued by the manufacturer in (8) copies, stating () origin. One copy of which should be certified and legalized by the Competent Authorities and the Syrian Embassy in () . If any raw material or any work of other than the Country of Origin is entered in the supplies manufacturing , then this should be clearly stated in the Certificate of Origin.
4. A Manufacture Certificate, on the Contractor's account, issued by the Manufacturer certified by his stamp in manufacturer Country stating that the Supplies to be shipped are compliant with the specifications stipulated in this Contract
5. An Inspection Certificate on Contractor's account issued by the Manufacturer stating that the Supplies to be shipped are compliant with the specifications stipulated in this Contract .
6. A Certificate of Quality Control and Technical Acceptance to be issued by the International

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Inspection Company which is selected by the Syrian Railways and authorized to carry out quality control and technical acceptance. This Certificate should attest that the supplies are in compliance with the technical contractual specifications without any reservation and note and prove that the International Inspection Company has executed all his obligations mentioned in article /5/ - Envelope /A/ of this book .

7. A letter containing the approval of the Administration to effect shipment, after the Contractor has submitted a copy of the quality control and technical acceptance certificate as stated in item (6) of this article and duly approved by the Administration technicians.
8. A packing list containing the units, weights, dimensions and packing method in /8/ copies .
9. A complete set of shipping documents organized to the order of the Commercial Bank of Syria, Branch No. (1) in Aleppo.

2- For the Local Bidder :

Payment will be paid in Syrian Liras as follows:

- 10% of total supplies value paid as down payment against issuing a bank guarantee in the same value. The value of the down payment will be reduced in the same ratio from the supplies value and will be released after issuing the temporary reception report which is complying with Art. No. /49/ , /63/ and /64/ of the Law No./51/ for the year 2004 (i.e. the Contractor's right to claim for a price rise after receiving the advance payment shall be waived).
- 80% of total supplies value paid after the temporary reception and according to a report duly ratified by the Administration of Syrian Railways.
- 10% of total supplies value paid after the final reception and according to a report duly ratified by the Administration of Syrian Railways.

-The Definition of the Temporary Reception:

is the reception of the supplies in quantity and quality according to Contract stipulations in the warehouses of Syrian Railways, and to make sure of availability of their components and relevant parts, to be sure of its compliance with technical and exploitation specifications provided that the temporary reception should be effected within a period not exceeding one month from the arrival date of the supplies to Syrian Railways stores and the temporary reception report will be ratified by the Administration of Syrian Railways .

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- The Definition of the Final Reception:

is the reception of the supplies in quantity and quality and carrying out the requested works according to Contract stipulations without the appearance of any defect during the warranty period. The final reception report will be issued within one month after the expiry of warranty period and then it will be ratified by the Administration of Syrian Railways .

ARTICLE NO. / 11 / : Request for New Prices

-It is allowed for the Administration to specify the higher acceptable price according to the report of a special committee, then the price will be put in an envelope closed with a sealing wax which will be opened in the tender session by the members of tender committee. The higher acceptable price will not be announced to the present Bidders .

- In case the offered prices are not equal to the high assumed price which may be accepted , the tender committee should ask the Bidders to submit new prices in a sealed envelope in the same session , this procedure should be done only one time .

- If the new offered prices are not equal or more than the estimated prices in a ratio exceeding 5%, the tender committee will announce the failure of tender.

ARTICLE NO. /12/ : GENERAL PROVISIONS

1- Contract amendment:

A. The Administration has the right within the execution period of the Contract to increase or decrease the supplies and contractual works in ratio not exceeding 30% for each item or article of contract with the same prices and condition mentioned in the Contract with no need to organize a new Contract, provided that the value of increasing or decreasing should not exceed 25% of the total Contract value.”

B- In case of increasing, an additional period in appropriate with the privacy and quantity of increasing items will be granted to the Contractor only for this increasing.

2- Force Majeure :

In case of force majeure, the laws and regulations in the Syrian Arab Republic in force will be applied. Provided that Syrian Railways Administration is to be informed of the force majeure by written letter, telex , or fax message within 15 days from force major event date . Contractor should send official document approved by the Chamber of Commerce and the Syrian Embassy in the country where the force major has occurred, proving such event

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otherwise the Contractor will not have the right to ask for delivery period extension and for objection against payment of delay penalty. Also, it is required to introduce a report about this event issued by the relevant insurance Company.

3- Offers withdrawal :

It is not allowed to withdraw the offer after its registration at the Administration .

4- The commercial agent(for the Foreign Bidder):

The commission value of the agent in Syria will be deducted from the total Contract value and paid directly to the agent in Syrian Pounds according to the price defined by the Office of Hard Currency at the date of L/C opening after the issuing of the final reception report according to the Contract stipulations.

5- The Payment method of bond :

The bond is paid according to one of the following ways:

- a-Cash to one of the treasurer's offices of the Syrian Railways .
- b-A guarantee issued by one of the Syrian Banks or one of the Licensed Syrian banks according to the Decree No. 28/2001 .
- c-A bank transfer to be paid exclusively to the account of the Syrian Railways opened with CBS Branch No. 3 in Aleppo , account No. 301/13 .
- d-A certified check to the order of the Syrian Railways, issued by one of the Syrian Banks or one of the Licensed Syrian Banks according to the Decree No. 28/2001.

6- The revocation of Contract:

In case of contract revocation the Art No. /59/ of the Law No./51/ for the year 2004 will be applied .

7- The Language of Contract :

The contract and its annexes will be organized in English and Arabic languages (for Foreign Bidder) . The Arabic language is the Contract language. And , in case of dispute, Arabic language is preponderant . As for the Local Bidder, the Contract and its annexes will be organized in Arabic language only .

8-The negotiation period for shipping documents (for the Foreign Bidder)

It will be /21/ days starting from the date of the bill of lading .

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9- The Contractor's acquaintance with the in force laws in Syria :

- A. It shall be referred to the regulations of the Law No. 51 for the year 2004 for any matter non defined in the text of this book, special conditions books (financial technical and legal), prices schedules and general conditions books at the time of announcement.
- B. The Contractor's offer with other attached documents is considered as an integral part of Contract. As well as, upon signature the contract, the Contractor is considered that he has full knowledge, comprehension and acceptance for all a/m documents.
- C. The legislation in Syrian Arab Republic is considered as the only and juridical reference regarding the correctness, interpretation and execution of the Contract stipulations and conditions and for any dispute arises due to the Contract execution.
- D. All disputes, which may arise between the two parties, shall be settled in amicable way. If both parties fail to come to an agreement, the Syrian Administrative Jurisdiction will settle these disputes according to the Syrian Arab Republic in force laws.

**Director General
of the General Establishment
of Syrian Railways
/ /2009**

Attachments:

- Participation application
- The maritime shipment data sheet
- The schedule of technical and financial estimation.