

SYRIAN ARAB REPUBLIC

General Establishment for Food Industries

Hama oil company

No. 6/272

Date: 9 5 / 2018

The financial and law conditions book for buying cotton seed squeezer with a production capacity of /100/ tons a day

Article 1- the subject: Hama oils company (Hama – Syria) announces for internal & external bids to import a cotton squeezer with a capacity of /100/ tons a day, and this must be in the Hama oils company location in Hama governorate as stated in the financial and law conditions book (internal & external) and in the technical conditions book.

Article 2- The deadline for submitting bids:

A. The last day for submitting bids is corresponding to 20 / 11 / 2018, to the office of Hama oils company (Hama – Mahata – Mhardeh road Tel. 2766692 Fax 2766691)

B. No modifications are accepted after the deadline for submitting bids.

Article 3- The bidder commitment:

A. after sending the bid, the bidder stay committed to his bid for a duration of /90/ days starting from the day that follows the last day of submitting the bids.

B. the bid price and conditions shall remain in force during the duration specified in paragraph (A) and not changeable after the initial installation request.

C. The bidder stays committed to his bid if he does not submit a written request to terminate its validity after the duration specified in paragraph (A) and within seven days, otherwise the commitment to his bid will be renewed for another period.

D. The nominated contractor shall remain committed to his bid for /120/ days from the date of his notification from the management that he is a nominated contractor.

E. The validity of the confirmed bid shall be extended for a sufficient period of time so that Hama Oils Company can obtain the import license and the necessary approvals to open the credit. The bidder shall be responsible for any delay in submitting these documents and information. Whether it delayed the implementation or not.

Article 4- The conditions of accepting the bid:

Acceptable bid must meet the following conditions:

A. The bid must had been received and registered in the company's office during or before the deadline for submitting bids – the deadline is mentioned in article 2 paragraph (A) – so any bid after this date is neglected without any notice to the bidder, any bid received by Fax, Telex, or email is neglected.

- B. Bidder must write his full name and nationality and the place of residence and the origin country of the equipments and machines and the name of the shipping port.
- C. Bids and all documents must be both Arabic and English language.
- D. The bidder or the producing company mustn't have any office or a branch included by the provisions of the Arab-Israeli boycott.
- E. The bidder must not be prohibited from participating in tenders or contracting with the public sector or there is custody on his money for the benefit of the public authorities or an executive custody.
- F. All bids – presented by the representatives of the bidder or his agents – should be signed duly by the importing companies, the bidder should be fully experienced in the field of installment and operating those equipments, he must also submit a statement mentions the resembling factories, equipments had sold by the bidder, and he must attach all the information that shows the experience of the bidder in this field.
- G. The bidder must be a manufacturer, authorized of distributing or an agent, and the documents must be certificated duly from the origin country, the embassy and consulate.

Article 5- Submitting bids:

The bid must in a big sealed envelope contains three smaller sealed envelopes, envelope (A) envelope (B) and envelope (C).

Envelope (A) must contains:

1. An application with a sticker stamp of /1500/ S.P
2. A declaration from the bidder accepting the contents of the book of technical, legal and financial conditions.
3. Temporary Bid bonds
4. The validity of the bid as stated in article 3 of this book
5. The power of attorney must include the name of the agent in the Syrian Arab Republic, his address, the percentage of his commission - as specified in the documents of his agency - the registration number of his agency for the year 2018 certified by the Ministry of economy and foreign trade in Syria.
6. Statement signed by the bidder stating that he does not have any factory, institution or branch office in Israel, and that he does not participate in any institution or body in it, and that he is not a party in any contract for manufacture, assembly or licensing in Israel.
7. The bidder must designate a chosen domicile in Syria, where all communications sent to the chosen domicile shall be binding upon him and if he moves from it to other domicile without informing the institution in a written form, all communications sent to the first chosen domicile shall be considered valid duly.
8. For the internal bidder, he must submit a brief of the judicial registration (never convicted) unless he is exonerated, and he must be registered in a commercial or industrial chamber.
9. The bidder must not be an employee in the public authority or a member executive

offices of the local administration in his governorate.

10. The bidder must submit a declaration that he is not be prohibited from participating in tenders or contracting with the public sector or there is custody on his money for the benefit of the public authorities or an executive custody.
11. A copy of the certificate of the bidder registration either in the commercial chamber or the industrial chamber.
12. The documents specified in the decision of the Presidency of the Ministers' Council No. / 162 / dated 15/03/2008, which allows the internal bidder to benefit from the preferential advantage.

Envelope (B) the technical bid must contains:

1. Three copies of the technical bid as stated in the technical book of conditions, in addition to technical brochures, catalogs, specifications and all that is required, all must be signed by the bidder and without prices, all the mechanical and electrical equipment must be totally new and not renewed.
2. A Statement declares the packaging method, net weight, and exporting volume if Possible.
3. Specify the export period FOB or CFR Syrian port.
4. The bidder must specify the shortest possible period for executing the his bid: import, installation, operating.

Envelope (C) the Financial bid must contains:

1. Six copies of financial bid (Price list) detailed in the form of an initial invoice by the bidder, he must commits to the following:
 - A- The price of each machine alone FOB the shipping port.
 - B- The total price.
 - C- The price of the pipes, cables & all the needed requirements for the installation.
 - D- The price of the spare parts.
 - E- CFR price Latakia or Tartous includes all packaging expenses.
 - F- Wages and number of installation experts.
 - G- Wages and number of operating experts.
 - H- Wages to train the Syrian technicians in the country of origin.
 - I- Wages to train the Syrian technicians in Syria.
 - J- The duration of importing FOB shipping port as soon as possible.
 - K- A pledge to pay the performance bid bond by 10% (ten percent) – of the total value of the contract in case of winning the bid – to the account of Hama oils company within 30 days, starting from the informing the bidder that he won the contract, and before signing the contract, and the paid temporary bid bond can be considered as a performance bid bond if the contractor - during the above duration - to pay the difference between the two bid bonds if the temporary bid bond was less than the performance bid bond.
2. A statement of the commission of the agent in order to deduct it from the value of documentary credit to be paid to the agent by the institution in local currency, in accordance with the provisions of the contract.

3. The payment method as stated in the book of conditions, article / 9 /

4 Net weight of the goods and the volume, if possible.

These three envelopes must be sealed and stamped, the contents of each envelope are written on the same envelope, then the three envelopes are put in a forth bigger envelope, then sealed and written on it the address of general establishment for food industries P.B 105 – Damascus – Syrian Arab Republic, and the following details:

A- The announcement subject.

B- The last date of accepting bids.

C- The name & address of the bidder.

D- The number of the announcement and its date.

Article 6- Bid bonds:

A- Temporary bid bonds:

The bidder must deposit in the Syrian Commercial bank / 20000000 / twenty million Syrian pounds as temporary bid bonds for the internal bidder, and / 45000 / forty fifty thousand U.S dollars or what's equivalent to it by virtue of a stamped check or bank's guarantee - in accordance with the applicable text - issued by the Syrian banks approved on or before the deadline for accepting bids specified in Article (2) of this book and the temporary bid bonds must be valid during the period specified in Article (3) Temporary Bid bond shall be returned to the unsuccessful bidder.

B- Performance bid bonds:

The winning bidder pledges to pay the performance bid bond by 10% (ten percent) – of the total value within 30 days, starting from day of informing the bidder by the initial confirmation of the application according to the model in force in the Syrian banks. It shall cover the entire duration required for the execution of the contract and performing the final receipt. The performance bid bond shall be released after the full execution of the contract, the supply, installing, operating and the expiry of the warranty period of 365 days, From the date of completion of the operating tests and the issuance of the temporary acceptance certificate, setting the factory in the actual operation and obtaining the financial patent from the competent financial departments.

If the winning bidder refuses to submit the performance bond, the company has the right to confiscate the bid bond and contract with third party, and to request the bidder to pay all damages that exceed the value of the temporary insurance

Article 7- Guarantee:

A- The contractor must ensure that all machines and equipments are provided. free from industrial defects or any other defects within a period of one year from the date of completion of the tests of operation and initial receipt, and shall be committed - during this period - to replace any machine, equipment or parts that prove that there is malfunction or defect, and the contractor is not responsible for the damage caused by the company.

B- If it appears during the warranty period - referred to in paragraph (a) of this Article - any defect, the guarantee shall remain valid for one year for the replaced machines and equipment starting from the date of the replacement.

Article 8- Technical guarantee:

The contractor shall guarantee the consumption of the specified energy of the machines, equipment and the other materials on the contract, he shall also ensure the consumption of electricity - water - steam - air as well as the materials included in the offer and the contractor shall pay a fine for ten years of operation equivalent to the excess consumption and losses resulting from violating the contractual terms, if the specified production capacity of any contracted machine and equipment exceed 5% of the contractual capacity, such machine and equipment shall be rejected.

Article 9- Payment & shipping documents:

A- Based on the final confirmation, Hama Oils Company will open an irrevocable, non-transferable credit as following:

- 85% for handling regular shipping documents.
- 15% After issuing the certificate of temporary receipt free of reservations.

Documents required to open the credit:

- Six copies of the invoice, one copy certified duly.
- Full set of shipping policies , free from any reservations.
- International control certificate proves the corresponding of shipped materials to the technical terms contracted on.
- six copies of certificate of origin, one of them certified duly from the commercial and industrial chamber in country of.
- A list of weights and contents
- Packaging list.

B- Any modifications that is not the cause of the company ,shall be on the contractor's cost and not considered a reason for extending the supplying period ,at the same time the company has the right to accept or refuse such a modification.

C- As for the local bidder, the payment should be as follows:

- 90% of the goods value after its arrival to the factory and installing and operating.
- 10% after testing installing, operating and issuing the temporary acceptance certificate free of reservation.

Article 10- Shipping:

A- The goods is to be shipped within the restricted period according to the conditions stated in the contract from the date of receiving the starting order for the local bidder or the letter of credit from the corresponding bank for the external bidder

B- The goods is to be packaged according to the customary commercial and marine rules, the contractor will be responsible for any defect or damage sustained by the goods due to the bad packaging, and the packaging materials will be owned by the company (general company for food industry) .

C- The goods shall be shipped exclusively through the Syrian General Organization for Maritime Transport (Siriarmar). In case of its apology for shipping, the contractor shall be charged with the payment of Sariarmar commission at a rate of 5% of the transport fees, and to be shipped by regular vessels that have not been used for more than 15 years. The contractor shall pay the fines resulting from the payment of the vessel which will be

imposed by the Syrian General Insurance Institution or by truck if the freight is by land:

Article 11- execution duration :

as soon as possible with a consideration that executing period will taken into account when comparing financial offers.

Article 12- The cost of documents accreditation:

The cost of certifying the documents in the country of origin, as well as the cost of banks and commissions, as well as the cost of extending the guarantees, are all at the expense of the contractor.

Article 13- Observation and delivery:

Equipment shall be inspected in the manufacturing and loading port before shipment by an international control company designated by the Corporation in order to prove its validity in accordance with the technical conditions and issue a certificate of conformity with the technical specifications and other conditions contracted. The full expenses of this control and certification of the certificate are at the expense of the contractor and prove that the machines are new and not renewed.

Article 14- Insurance:

The contractor is responsible for the project and all its requirements during the period of installing the machines, operating equipment and training at the Syrian General Insurance Establishment.

Article 15- Dispute solving:

If a dispute arises between the contractor and the company and it cannot be solved amicably, the concerned Syrian courts - the court of administrative judicial court - is to be the only side entitled to look into these disputes solution according to the laws and rules in force in the Syrian Arab republic.

Article 16- Expenses, Taxes and Fees:

1. The contractor shall bear all costs incurred by the contract from the contract stamp fee on both copies of the contract in addition to the fees of publishing advertisements in newspapers and other media and other taxes and fees specified in the laws and regulations in Syria.
2. The contractor shall bear the income tax for non-residents on the wages of experts who will be sent to supervise the installation, operation and training in accordance with the laws and regulations in Syria.

Article 17- Demurrage and delay delivery fines:

In case the contractor didn't commit to the date of supplying the contracted materials, he is to be fined at the rate of (0.1%) one per thousand of the total value of the contract each day of delay provided that the total fines do not exceed (20%) twenty percent of the total contract value, even if no damage was sustained to the company with no need to any notice, and the fines are to be deducted from the final deposits, or they are remitted by the suppliers.

Article 18- The contract language:

the contract is to be arranged in English and Arabic and the Arabic text is to be adopted in explaining the contract rules in case of any dispute.

Article 19-

the rules of the legislative decree No. /51/dated 2004 and the rules of decrec no /450/dated 2004 in all what's not mentioned in the condition book and advertisement ,the Syrian statute is considered the only reference in explaining and applying the contract and all disputes come to pass as result of execution.

Article 20-

the bidder is to be considered accepting all the texts and conditions stated in this book after the due arrival of his bid to the office of the general company for food industries ,and duly registered.

The General Manager
Eng. Abdulmajid Qalfa



Translated by me from the annexed Arabic document : 23.04.2018
The sworn translator of Hama city and its Districts :M.I.Batrash