THE ARAB POTASH COMPANY PLC

Tender Terms and Conditions

For IFB No. 202602583/AS

Supply, Design, Installation and Commissioning of Racking Systems at APC Main Warehouse

THE ARAB POTASH COMPANY PLC
Tel. No. +962-6-5200520
Terms and Conditions for IFB No. 202602583/AS
Supply, Design, Installation and Commissioning of Racking Systems at APC Main Warehouse

Hereunder, are the terms and conditions of contract and the bidding instructions issued to tenderers who bid against tenders raised by The Arab Potash Company "Hereinafter called the company". Tenderers must follow these instructions, terms and conditions and bid in strict accordance with them.

1. Bids must be submitted in **Three closed, sealed, and separate envelopes**; the first contains the commercial bid; the second contains the technical bid, the third contains the following: -

   - The Bid Bond.
   - The Declaration of Abidance with Tender Terms and Conditions.
   - The Declarations of the other and Prohibited Payments.
   - The Declaration of Abidance with the conflict of interest.
   - Certificate of registration (for local & foreign tenderers).

The tenderer must write in an indelible ink on each of the envelopes whether it contains commercial; technical bids; Bid Bond, conflict of interest, prohibited and other payments envelope along with the tender number and tender name.

The envelopes are as follows:

a) Technical Bid Envelope:

That indicates the technical specifications of the subject matter; confirmed by descriptive literature, samples, bulletins, and catalogues that refer specifically to the goods offered by the original manufacturers and shall be void of prices. The technical bid shall be submitted in two copies. The technical bid must also indicate the offer validity which must be 120 days from the date of the invitation for bid closing date. The technical bid must be stamped and signed (otherwise, the bid will be rejected).

b) Commercial Bid Envelope:

Commercial bid must be submitted on the form prepared specifically for the purpose titled **"COMMERCIAL BIDDING SHEET",** showing the following details:

1. Price: for the required materials as per INCO terms 2020:

   Delivery to APC Safi Site (CPT)

2. Prices must remain fixed and valid for 120 days from the date of the invitation for bid closing date and shall be clearly stated in the technical and commercial bids (failure to comply with this term will nullify it as non-responsive).

3. The payment currency shall be the Jordanian Dinar or US$ Dollar or Euro, noting that US Dollar and Euro exchange rate will be calculated at the currencies exchange rate issued by the Central Bank of Jordan at the closing date.

4. The prices include the revenue stamps which, in case of award and within 7 days therefrom, shall be paid by the bidder to the Ministry of Finance at 6 dinars as per 1000 dinars of the award price.

5. Handwriting pricing is not acceptable (Typing only).

c) <u>The Bid Bond, Abidance, and the Declarations Certificates Envelope:</u>

Shall be submitted duly filled and signed as appropriately required.

The declaration of the other payments, the prohibited payments and abidance with the conflict of interest shall be duly filled stamped and signed by the authorized signatory.

d) The bidder or his authorized signatory must sign and stamp the **"Terms and Conditions of IFB No. 202602583/AS"** as evidence of being obligated by these conditions (otherwise, the offer will be rejected).

e) The Bidder shall state the full name of his company's owners, the shareholders and their proportions. **"This is mandatory requirement to consider the bid".**

f) If the submitted trade license, registration certificate & classification found to be inconsistent with the required services &/or material requested in the tender, then the offer will be declined for non-specialization.

2. All the envelopes shall be additionally enclosed into one envelope that shall bear the company address, the title and address of the Tenderer, the invitation for bid title and number and the tender closing date.

<u>THE COMPANY ADDRESS IS:</u>
ARAB POTASH CO. PLC.
P.O. BOX 1470,
AL-JAHIZ STREET,
SHMEISANI,
AMMAN 11118,
JORDAN.

3. **The closing date for this bid shall be as stated in the invitation letter.**

Bid submission shall be in the same place, address, and time as per the tender announcement.

4. **Acceptable Forms of Bonds:**

A bank guarantee duly approved, drawn on or confirmed by a bank in Jordan to the company benefit.

All bonds shall not be restricted by any condition, irrevocable, and payable at first demand without any judicial proceedings or notarial warnings.

5. **Bid Bond:**

The tenderer shall enclose, with his bid, a bid bond as a financial assurance in the value stated in the tender announcement.

The bid bond is to be submitted in a separate envelope which shall remain valid for ((**150**)) days from the tender closing date and any extension thereafter until the tender award and the acquisition of the performance bond from the successful tenderer. The bid bond shall be extendable on mutual agreement between both the company and the tenderer.

The bid bond must accompany each submitted bid whether main or alternative.

6. The company reserves the right to confiscate the bid bond, if the tenderer chooses to withdraw his bid after the bid opening date, and before validity expiry date and/or failure of the tenderer to submit the performance bond within ten ((10)) days from the purchase order issuance date.

7. **Performance Bond:**

The tenderer awarded the tender and within (10) days shall bear the obligation towards the company for submitting an auto renewable performance bond, to the company benefit, of a value not less than ((10%)) of the award price valid until successful commissioning and testing of the Racks at APC Safi Site and issuance of the maintenance bond and shall be extendable.

8. **The company reserves the right to disregard any bid in which the company "Declaration of Abidance by terms and conditions and technical specification", "Technical Specifications Bidding Sheets" and/or "Commercial Bidding Sheets" are not duly filled in detail, properly stamped and signed by the tenderer. Technical specifications must be stamped and signed by the original manufacturer.**

9. Unless the company decides otherwise; bids which are not duly signed by the original manufacturer, and/or received after the closing date and/or substantially incomplete are not acceptable and that will be decided upon by the company and upon its own discretion.

10. The company reserves the right, upon its discretion, to disregard any bid which is not amply clear, having more than one interpretation, and/or any of the bid items specifications is not

quoted completely as detailed in the company tender documents. Also, the same applies if the delivery terms or periods are not fully stated.

11. The company has the right to award partially any of the materials.

12. The company is not bound to place a purchase order for all the items tendered against or any part thereof and, prima facie, is not bound to place an order. Also, the company is not bound to offer justifications and the tenderers shall not acquire any rights to claim any losses.

13. The company is not bound to place an order on the least price basis.

14. The company reserves the right to cancel any invitation for bid, to reject, in all or in part, the tenderers' bids submitted to the company in response to any invitation for bid raised by the company without offering justifications and the tenderers shall not acquire any right to claim any losses, whatsoever, as a result of bidding in response to the company invitation for bid.

15. Tenderers bear the responsibility of thoroughly scrutinizing the invitation for bid, the specification attached thereto, the terms and regulations of bidding and the proofing of the prices and quantities lists. Also, the tenderers bear the consequences of failing to do the above correctly.

16. The bid shall show the unit price and the total price, which shall be regarded as including packaging costs, unless noted otherwise.

17. In case an error exists in the total price, the unit price shall prevail.

18. In case the invitation for bid does not show the delivery time, the tenderer shall quote the delivery time; otherwise, the delivery time shall be taken as prompt delivery. The obligatory delivery period shall be the period elapsed between the date of purchase order until the delivery of the goods at the named place of destination which, if exceeded, delay penalty shall apply as stipulated in clause (30) of these conditions.

19. The tenderer shall state the goods country of origin, the manufacturer, the trade name, and the type where applicable.

20. The tenderer must indicate if he has an official / legal agent in Jordan or if he is an agent for a foreign principal and must enclose a copy of the empowerment to act as such. Alternatively, the tenderer must indicate if he is not an agent nor a principal.

21. The tenderer shall submit along with his bid the punctual specifications of the offered goods, the relevant catalogues and any data, information and/or statistics that will define the offered goods appropriately.

22. If the invitation for bid quotes a manufacturer name, a trade name and/or specifications of a certain make of the goods requested in the invitation for bid, these shall not bound the tenderer to such restrictions, except that these restrictions are binding in regard of same merits,

characteristics and suitability for the purpose which form the basis for equivalence between different makes that will serve the same as the nominated goods.

23. Duration of agreement/Increase/Decrease of Quantities: Arab Potash Company (APC), at its sole discretion, hereby reserves its rights to adjust both increasing and/or decreasing the quantities and/or Agreement Duration stipulated within the Tender Terms & Conditions, aligning with APC needs, within a range of (+/- 25%) of the originally specified quantities and/or agreement period, under identical pricing and contractual terms.

24. The company reserves the right to disregard any bid of a tenderer who, in the past, has not properly fulfilled his contractual obligations towards the company due to negligence, incompetence, claimed fraudly representation of and/or working on behalf of any organization for sales without authorization.

25. The tenderer shall guarantee that the goods quoted are brand new, genuine, free from manufacturing defects, and/or material defect, and of the latest model and/or type unless otherwise noted in the invitation for bid.

26. In case the tenderer fails to submit the performance bond and the revenue stamps receipt to the company in the proper time; the company reserves the right to cancel the contract and forfeit the bid bond without resorting to judicial proceedings and/or notarial warnings.

27. In case the tenderer fails to fulfill his contractual obligations towards the company, or any part thereof, after formal order acknowledgement; the company reserves the right to cancel the contract with the said tenderer, forfeit the performance bond and to purchase the materials and/or services forming the subject of the contract from any alternative source and the price difference shall be charged on the said tenderer account and expense without resorting to judicial proceedings and/or notarial warnings.

28. The inspection and testing of materials and samples are carried out as may be deemed necessary by the company.

29. Packing shall be of an excellent commercial standard, details of which shall be shown in the tenderer's technical bid.

30. If the products are not delivered at the time for delivery APC entitled to liquidated damages from the date on which delivery should have taken place. Unless otherwise stated in General and/or Special Terms and conditions. The liquidated damages shall be payable at a rate of (0.7%) of the purchase price for each completed week of delay. The liquidated damages shall not exceed (7.5 %) of the purchase price. After which the stipulation of clause No. (27) of the tender terms and conditions shall apply.

31. Maintenance guarantee: The tenderer shall submit a maintenance guarantee at first demand and irrevocable bank guarantee, duly approved, drawn on/or confirmed by a bank in Jordan to the company benefit in the value of ((5%)) of the contract price valid for (12) months form taking over date, or (18) months from the date of the arrival of the goods to APC site / Safi.

32. For purchase orders with a value of over (100,000 JOD) the company shall nominate a third party, engineer and/or any of the bodies having the suitable technical capabilities to inspect the goods within the works of the manufacturer or before shipping the goods to verify the compliance of the goods to the company tender specifications and upon the inspector findings, the goods may be either accepted or rejected. Notwithstanding the above, the final acceptance or rejection of the goods, or any part thereof, depends solely upon the goods receipt inspection report in the company plants site.

33. This document shall be signed by the tenderer as a declaration of acceptance of the terms contained herein and must be submitted within the commercial bid as a fundamental condition of the bid acceptance for evaluation by the company.

34. Any materials not strictly complying with the tender specifications and/or the contract terms and other obligations shall be rejected, for which the contractor shall bear all costs accruing there from and in addition to clause **(27)** of these terms and conditions and any other statutory remedies.

35. In case the contractor supplied any materials or goods in excess to those contracted for in the purchase order or bills of quantities without the written consent of the company, then the contractor shall bear all costs for its retrieval and/or its disposal, including but not limited to, all costs, expenses, duties and taxes levied by the government and shall abide with governmental procedures pertinent to the matter at his own cost.

36. The Governing law for all bids, bidding procedures, and the subsequent accruing awards shall strictly follow the current Jordanian laws.

37. In case of the award APC reserves the right to terminate the contract at any time by giving 30 days' written notice to the other party.

38. **Delivery:**

Maximum accepted project completion duration: (180) days after receipt of purchase order or official notice.

39. **Method of Payment:**

- **Twenty percent (20%)** advance payment of the total contract value against submitting a bank guarantee covering an equal value and valid until receipt of clean shipping documents (for foreign supply) or delivery of all equipment at site (for local supply) , the bank guarantee shall be issued and confirmed by a bank working in Jordan.

- **Fifty percent (50%)** of the total contract value against the delivery of all systems at APC plant site upon successful inspection of the goods and issuance of acceptance report by the APC.

- **Thirty percent (30%)** of the total contract value upon site installation and successful completion of whole system installation, field testing, commissioning and issuance of acceptance report by the APC, against submitting a bank guarantee as maintenance bond covering an amount equal to five percent (5%) of the total contract value valid for (12) months from taking over date, or (18) months from the date of the arrival of the goods to APC site / Safi.

39.1 For Local Supply:

Payment in Jordanian Dinar upon receipt and technical acceptance at APC.

40. <u>Other Payments:</u>

40.1 Definition:

Other payments are all payments direct or indirect commissions, consulting fees, agents fees, finder's fees or other payments or inducements or the giving of anything of value paid or promised to be paid by the contractor (collectively "third payments") to third parties other than the company "Others", by the contractor or on his behalf or any of his sub – contractors and his or their employees, agents or representatives, in connection with the solicitation, bidding, negotiation, award or performance of this contract.

40.2 Contractor has fully disclosed in the declaration for other payments attached to these Conditions any and all direct or indirect commissions, consulting fees, agent fees, finder's fees or other payments, or inducements or the giving of anything of value (collectively, "Third Payments"), to third parties other than The Company (a "Third Payments") including without limitation a detailed description of the basis therefore, its sub-Contractors and its or their employees, agents or representatives, in connection with the solicitation, bidding, negotiation, award or performance of this Contract, and hereby covenants and agrees promptly to disclose to (The Company) in writing the existence of any Third Party Payments including without limitation, a detailed description of the basis therefore, upon the earliest to occur of Contractor making or being obligated to make any such third Party Payments.

40.3 In the event of any violation or breach of the provisions of paragraph (40.2) of this clause. (The Company) at its sole option and discretion shall take all or any of the following actions:

(i) Terminate the Contract while reserving all its rights and/or,

(ii) Deduct from all or any payments due to Contractor under this Contract an amount equal to two times the amount of any Third-Party Payments, and/or,

(iii) Demand that Contractor pays forthwith to "The Company" demand Contractor hereby irrevocably agrees to honor, an amount equal to two times the amount of any Third Party Payment, it being the intention, subject to paragraph (40.5) below, that the aggregate of all

amount to which (The Company) is entitled under paragraphs (40.3) shall not exceed the amount which is two times the amount of all Third Party Payments.

40.4 Contractor agrees that provisions substantially similar (but in no event less restrictive) to paragraphs (40.2) and (40.3) above shall be incorporated by Contractor in all Contracts with Contractors sub-Contractors, suppliers or Contractors or arising out of or relating to this Contract, and shall also expressly provide that same may, at (The Company's) sole discretion, be enforced directly by (The Company). Contractor further agrees promptly to supply to (The Company) true and complete copies of such Contracts together with evidence of their inclusion in such Contracts forthwith upon the entering into by Contractor of such Contracts.

40.5 Nothing in this section shall expressly or implicitly make lawful or permissible any Third Party Payments that are otherwise prohibited under applicable law or regulations. These rights and remedies of (The Company) under this clause are in addition to and not in derogation of any other rights (The Company) may have under applicable laws or regulations.

40.6 This clause shall survive the termination of this Contract.

41. Prohibited Payments

41.1 Definition:
Prohibited payments are all payments direct or indirect commissions, consulting fees, agents fees, finders fees or other payments or inducements or the giving of anything of value paid or promised to be paid, by the Contractor or on his behalf or any of his sub-contractors, agents or representatives, to the "Company Person" in connection with the solicitation, bidding, negotiation, award or performance of this contract.

41.2 Contractor hereby represents and warrants to "The Company" in the attached declaration for prohibited payments to these Conditions that no direct or indirect commissions, consulting fees, agents fees, finders fees or other payments, and no inducements or the giving of anything of value, have been made or promised to be made, directly or indirectly, by or on behalf of Contractor, its sub-Contractors and its or their employers, agents or representatives, to "The Company" (collectively, "Prohibited Payments"), including without limitation any official, employee, agent or representative (whether or not acting in an official capacity) of "The Company" (The Company person), in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and hereby covenants and agrees that no Prohibited Payments shall be made or promised to be made directly or indirectly, by or on behalf of Contractor, its sub-Contractors and its or their employees, agents or representatives, to any (The Company Person) in connection with the amendment, modification, renewal, extension or performance of this Contract.

41.3 In the event of any violation or breach of the provisions of paragraph (41.2) of this clause. (The Company) at its sole option and discretion shall take all or any of the following actions:

(i) Terminate the Contract while reserving all its rights and/or,
(ii) Deduct from all or any payments due to Contractor under this Contract an amount equal to two times the amount of any Prohibited Payments, and/or,

(iii) Demand that Contractor pay forthwith to "The Company" demand Contractor hereby irrevocably agrees to honor, an amount equal to two times the amount of any Prohibited Payments, it being the intention, subject to paragraph (41.5) below, that the aggregate of all amounts to which (The Company) is entitled under paragraphs (41.3) shall not exceed the amount which is two times the amount of all Prohibited Payments.

41.4 Contractor agrees that provisions substantially similar (but in no event less restrictive) to paragraphs (41.2) and (41.3) above shall be incorporated by Contractor in all Contracts with Contractors sub-Contractors, suppliers or Contractors arising out of or relating to this Contract, and shall also expressly provide that same may, at (The Company's) sole discretion, be enforced directly by (The Company). Contractor further agrees promptly to supply to (The Company) true and complete copies of such Contracts together with evidence of their inclusion in such Contracts forthwith upon the entering into by Contractor of such Contracts.

41.5 The rights and remedies of (The Company) under this clause are in addition to and not in derogation of any other rights (The Company) may have under applicable laws or regulations.

41.6 This clause shall survive the termination of this Contract.

42. Attached declaration form of abidance by tender terms, conditions & technical specifications shall be filled, signed & stamped "Page No. 11".

43. Arab Potash Company will not issue, any letter of commitment to banks to transfer dues in relation to the subject matter tender and / or Purchase Order.

44. The equipment &/or vehicle purchased must include a name plate showing our purchase order number in addition to other important information. Also, the warrantee card should be attached to the equipment / vehicle for easy reference and claims.

45. Foreign construction contractors must obtain the approval of the cabinet (Government of Jordan) before awarding.

46. The company reserves the right to disregard any bid which does not strictly follow the aforementioned terms and conditions.

47. APC reserves the exclusive right to engage in negotiations with bidder(s) who have successfully passed the APC evaluation, utilizing various negotiation methods, including but not limited to email correspondence, face-to-face meetings, or the employment of the APC I-Supplier Sourcing module for Electronic Reverse Auction.

48. New procedures for pre-customs clearance:

48.1 Pre-clearance Requirement: All suppliers are required to submit a customs declaration for their shipments prior to the arrival of vessels/trucks in Jordanian territorial waters. The timeline for submission is as follows:

- **Nearby Ports** (e.g., Aqaba, Nuweiba, Jeddah): Customs declarations must be submitted at least two (2) days before the vessel's/truck's arrival.
- **Intermediate Ports**: Customs declarations must be submitted at least four (4) days before the vessel's/truck's arrival.
- **Distant Ports**: Customs declarations must be submitted at least seven (7) days before the vessel's/truck's arrival.

48.2 Electronic Manifest Registration: Shipping agents are required to electronically register the manifest for incoming shipments on their vessels/trucks within the deadlines specified in Section 1.

48.3 Penalties: Failure to comply with the specified deadlines for customs declarations will result in the following penalties:

- A fine of 100 JOD for the first time.
- A fine of 500 JOD for repeated time.

48.4 Documentation Requirements: To ensure timely processing, the following actions must be taken by Suppliers:

- Provide complete commercial documents for all shipments at least seven (7) days before their arrival in Aqaba.
- If a copy of the **Bill of Lading** is unavailable, suppliers must provide container numbers to facilitate retrieval via the electronic manifest system.
- For shipments that are part of a consolidated container, a copy of the relevant **Bill of Lading** must be provided.

49. Correspondence shall be in writing stating the tender name and number and directed to:

Procurement Director,
Arab Potash Company PLC.
P.O. Box 1470,
Amman 11118 – Jordan.
Tel. No. : +962-6-5200520
E-mail : procurement@arabpotash.com
Hamdi.m@arabpotash.com

Declaration of Abidance by Tender Terms & Conditions and Technical Specifications

I, We. The undersigned,

Declare that we have read the terms and conditions for **IFB No. 202602583/AS - Supply, Design, Installation and Commissioning of Racking Systems at APC Main Warehouse**

And we confirm that we are in compliance with these terms and conditions; this declaration is properly signed and sealed evidencing our full abidance by all tender terms and conditions.

Moreover, we the undersigned abide with payment terms, the delivery terms exactly as stipulated in the documents **CPT APC Safi Site,** and we have read the technical specifications for this **IFB No. 202602583/AS.**

and confirm to be in full compliance with these technical specifications.

N.B.: -

(Tenderer is required to fill in an additional form to show any possible minor technical deviations).

We understand that failing to abide with the tender conditions will nullify our offer.

Tenderer Name: ……

Name of authorized signatory: ……

Signature: ……

Official Stamp: - ……

Tenderer is required to submit the declaration in the folder which contains the bid bond along with the list of minor derivations.

Declaration for Other Payments

I, We. The undersigned, …….…….

…….……
……

Declare that we have read and comprehended the provisions under clause (41) of **IFB No. 202602583/AS** "Terms and Conditions" related to this Contract and in compliance with this clause; we enclose a declaration properly signed and sealed disclosing any and all direct or indirect commissions, consulting fees, agent fees, finders fees or other payments, or inducements or the giving of anything of value (collectively, "Third Party payments") to third parties other than any of The Company's Person(s) (a "Third Party"), including without limitation a detailed description of the basis therefore, made or to be made, directly or indirectly, by or on behalf of Contractor, its subcontractors and its or their employees, agents or representatives, in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and hereby covenants and agrees promptly to disclose to The company all Payments including without limitation, a detailed description of the basis therefore, upon the earliest to occur of Contractor making, or being obligated to make, any such Third Party Payments.

Contractor's Name ……

Name of authorized signatory……

Signature…….

Seal…….

Tender Name & Number…….

Tenderer is required to submit a declaration for other payments in a separate sealed folder whether such payments have been paid or not and the offers of all Contractors that do not include such declaration will be rejected.

Declaration for Prohibited Payments

I, We the undersigned, ……
……
…

Declare that we have read and comprehended the provisions under clause (42) of **IFB No. 202602583/AS** "Terms and Conditions" related to this Contract and in compliance with this clause; we enclose a declaration properly signed and sealed representing and warranting to (The Company) that no direct or indirect commissions, consulting fees, agent fees, finders fees or other payments, and no inducements or the giving of anything of value, have been made or promised to be made, directly or indirectly, by or on behalf of Contractor, its subcontractors and its or their employees, agents or representatives, to (The Company) (collectively, "Prohibited Payments") including without limitation any official, employee, agent or representative (whether or not acting in an official capacity) of (The Company) ("The Company Person") , in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and hereby covenants and agrees that no Prohibited Payments shall be made or promised to be made, directly or indirectly, by or on behalf of Contractor, its subcontractors and its or their employees, agents or representatives, to any "The Company Person" in connection with the amendment, modification, renewal, extension or performance of this Contract.

Contractor's Name ……

Name of authorized signatory……

Signature…….

Seal…….

Tender Name & Number …….

Tenderer is required to submit a declaration for prohibited payments in a separate sealed folder whether such payments have been paid or not and the offers of all Contractors that do not include such declaration will be rejected.

نموذج إقرار وكشف عن تضارب مصالح

تحظر أنظمة وسياسات شركة البوتاس العربية ومدونة السلوك الوظيفي على موظفيها وأفراد عائلتهم والأقارب لغايات الدرجة الثانية في أية تعاملات لهم مع المقاولين الذين تتعاقد مع شركة البوتاس العربية لإنجاز أعمال أو مشاريع أو تقديم خدمات سواء أكانت تعاملات تؤدي إلى مصلحة مالية بها أو غير ذلك، وتحظر كافة أشكال "تعارض المصالح" الفعلية أو المحتملة وهو موقف تؤثر فيه الاعتبارات المالية أو الشخصية الأخرى أو يبدو أنها تؤثر على الحكم في تنفيذ أعمال العطاء.

يجب على المناقص الذي يرغب في التقدم للدخول في العطاء المطروح من شركة البوتاس العربية رقم **IFB No. 202602583/AS** استكمال تعبئة بيانات هذا النموذج وتوقيعه وختمه حسب الأصول من المفوض بالتوقيع وإرفاقه ضمن وثائق العطاء الأخرى حسب تعليمات وشروط الدخول بالعطاء. ويهدف هذا النموذج إلى تحديد وجود تضارب مصالح مباشر أو غير مباشر أو محتمل مع مصالح أي من موظفي و/أو أفراد عائلة و/أو أقارب موظفي الشركة من عدمه.

يرجى تحديد المربع المناسب لكل سؤال واستكمال المرفق إذا تمت الإشارة إليه:

1. هل أنت بصفة شخصية أو الشركة المتقدم بإسمها للمناقصة أو أحد الشركاء فيها أو أحد أفراد عائلتك المباشرين من الدرجة الأولى (الأصول والفروع أب_أم_إبن_إبنه_الزوج_الزوجه) أوالأقارب والنسب من الدرجة الثانية (الجد والجده والأخوة والأخوات والأحفاد) أو لأحد الشركاء معك تعاملات أو مصلحة مالية أو تجارية أو علاقة شخصية أو علاقة عمل مع أي من موظفي شركة البوتاس العربية أو أحد أفراد عائلتهم أو أحد أقاربهم من الدرجة الثانية أو مع أي شخص متعاقد بصفة شخصية مع شركة البوتاس العربية:

☐ **نعم (إذا كانت الإجابة بنعم يرجى إستكمال المرفق)**

☐ **لا**

2. هل أنت بصفة شخصية أو الشركة المتقدم بإسمها للمناقصة أو أحد الشركاء فيها أو أحد أفراد عائلتك المباشرين من الدرجة الأولى (الأصول والفروع أب_أم_إبن_إبنه_الزوج_الزوجه) أو الأقارب والنسب من الدرجة الثانية (الجد والجده والأخوة والأخوات والأحفاد) أو لأحد الشركاء معك تعاملات أو مصلحة مالية أو تجارية أو علاقة شخصية أو علاقة عمل مع أي من متقاعدي شركة البوتاس العربية أو أحد أفراد عائلتهم أو أحد أقاربهم من الدرجة الثانية:

☐ **نعم (إذا كانت الإجابة بنعم يرجى إستكمال المرفق)**

☐ **لا**

3. هل أنت بصفة شخصية أو الشركة المتقدم بإسمها للمناقصة أو أحد الشركاء فيها أو أحد أفراد عائلتك المباشرين من الدرجة الأولى (الأصول والفروع أب_أم_إبن_إبنه_الزوج_الزوجه) أو الأقارب والنسب من الدرجة الثانية (الجد والجده والأخوة والأخوات والأحفاد) أو لأحد الشركاء معك تعاملات أو مصلحة مالية أو تجارية أو علاقة عمل أو علاقة شخصية مع أي من أعضاء مجلس إدارة شركة البوتاس العربية أو أحد أفراد عائلتهم أو أحد أقاربهم من الدرجة الثانية:

☐ **نعم (إذا كانت الإجابة بنعم يرجى إستكمال المرفق)**

☐ **لا**

4. هل أنت بصفة شخصية أو الشركة المتقدم بإسمها للمناقصة أو أحد الشركاء فيها أو أحد أفراد عائلتك المباشرين من الدرجة الأولى (الأصول والفروع أب_أم_إبن_إبنه_الزوج_الزوجه) أو الأقارب والنسب من الدرجة الثانية (الجد والجده والأخوة والأخوات والأحفاد) أو لأحد الشركاء معك تعاملات أو مصلحة مالية أو تجارية أو علاقة شخصية أو علاقة عمل مع أي من موظفي وأعضاء مجالس و/أو هيئة مديرين الشركات التابعة والمملوكة لشركة البوتاس العربية أو أحد أفراد عائلتهم أو أحد أقاربهم من الدرجة الثانية أو مع أي شخص متعاقد بصفة شخصية مع هذه الشركات:

☐ **نعم (إذا كانت الإجابة بنعم يرجى إستكمال المرفق)**

☐ **لا**

تحذير: قد يؤدي العلم بخطأ البيانات أو وجود بيانات مخادعة تم إدراجها ضمن النموذج أعلاه إلى رفض عرض المناقص أو إنهاء الاحالة مع شركة البوتاس العربية في تطبيق شروط وأحكام وثائق العطاء وتحصيل قيمة الكفالات المقدمة.

شهادة وإقرار

لقد قرأت نموذج الإقرار والكشف عن تعارض المصالح وأفهم بنوده. ولقد قمت بالإجابة والإفصاح الصحيح عن جميع المعلومات المطلوبة من خلال هذا الكشف، إن وجدت، في بيان المرفق. وأوافق على الإمتثال لأية شروط أو قيود تفرضها شركة البوتاس العربية للحد من تضاربات المصالح الحقيقية و/أو المحتملة أو التخلص منها. وأتحمل نتيجة الاجابة غير الصحيحة وأقر بصحة ما ورد في النموذج ومرفق الافصاح، وأتعهد بالافصاح لاحقاً عن أي حالات تشكل تضارب مصالح حقيقي أو محتمل وسأقوم بتحديث نموذج الكشف هذا على الفور عند تغير الملابسات المرتبطة به. وأدرك أن نموذج الكشف هذا ليس مستندا سريا.

وأشهد وأقر بأنني لم أحصل على أية معلومات تتعلق بالعطاء أو محاولة الحصول عليها من أي شخص يعمل في شركة البوتاس العربية بطرق غير مشروعة لتحقيق منفعة شخصية أو مالية.

وفي حال حددت أو وجدت شركة البوتاس العربية أي حالة من حالات تعارض المصالح سواء حقيقي أو محتمل لها حق إنهاء العطاء أو المناقصة فوراً دون الحاجة لإعذار أو قرار قضائي مسبق مع الالتزام بأي تعويضات مالية تترتب بحقي بهذا الخصوص من ضمانات وثائق المناقصة.

إسم المناقص | توقيع المناقص والختم | التاريخ

تحذير: قد يؤدي العلم بخطأ البيانات أو وجود بيانات مخادعة تم إدراجها ضمن النموذج أعلاه إلى رفض عرض المناقص أو إنهاء الاحالة مع شركة البوتاس العربية في تطبيق شروط وأحكام وثائق العطاء وتحصيل قيمة الكفالات المقدمة.

مرفق نموذج إقرار وكشف عن تضارب المصالح

إذا قمت بالإجابة بنعم على أي من الأسئلة الواردة بالصفحة السابقة، فالرجاء استكمال القسم/الأقسام الواردة أدناه.

وإذا قمت بالإجابة بلا على جميع الأسئلة، فيمكنك تجاهل هذا المرفق. قم بتقديم هذا المرفق مع النموذج المكتمل موقع ومختوم مع وثائق العطاء.

معلومات حول تضارب المصالح

- إسم أو أسماء الأشخاص الكامل وصفتهم الوظيفة الذين تم الاجابة بنعم في النموذج بوجود تضارب مصالح:

1 . .....

2 . .....

3 . .....

4 . .....

5 . .....

6 . .....

7 . .....

- حالة القرابة والعلاقة التي تربطك مع الشخص أو الأشخاص أعلاه سواء مصلحة مالية أو تجارية أو شخصية مع ذكرها:

.....

.....

.....

- بيان طبيعة تضارب المصالح معهم (حقيقي أو محتمل أو فعلي أو مباشر أو غير مباشر)

.....

.....

- بيان وصف منصب الشخص أو الأشخاص أعلاه / وإن كان يتيح لهم المشاركة بأي قرار في العطاء سواء في التقييم أو التنفيذ أو حصولك على معلومات داخلية منهم عن أعمال شركة البوتاس العربية

.....

.....

إسم المناقص **توقيع المناقص والختم** **التاريخ**

تحذير: قد يؤدي العلم بخطأ البيانات أو وجود بيانات مخادعة تم إدراجها ضمن النموذج أعلاه إلى رفض عرض المناقص أو إنهاء الاحالة مع شركة البوتاس العربية في تطبيق شروط وأحكام وثائق العطاء وتحصيل قيمة الكفالات المقدمة.