

Three Years Blanket Agreement for the Supply of Scaffolding & Thermal Insulation Works to Cover Maintenance Activities Needs (Daily and Shutdown)/ (13 Items)

Arab Potash Co. announces extension for tender documents collection and closing submission date, the interested and qualified companies may refer to the tenders section at the company Safi Site to collect a copy of the tender documents against (290 JOD) Non-refundable fees from 09:00 am to 02:00 pm only, OR buy the tender's documents through bank transfer , the following info to be shown on the bank receipt,(IFB Number and description), company name, then provide us with a copy of the bank receipt accompanied with the registration certificate , the trade license and classification.

The Bank details are as follow:

Arab Bank PLC

SWIFT code: ARABJOAX100

IBAN JOD:JO41 ARAB 1110 0000 0011 1006 9851 00

The following must be taken into consideration :

- The last date for collecting the tender documents is **Monday 31/05/2021**.
- Q & A session & Site inspection Visit shall take place at APC Site on **Wednesday 02/06/2021** at 10:00 AM .
Important Note : wearing PPE's is a must during site visit.
- The last date to receive enquires is **Sunday 06/06/2021**.
- The closing date for bid submission is **Sunday 13/06/2021** at 02:00 Hours Sharp, at APC Safi Site /Tenders Section, bids will not be received before or after this date .

Note: When purchasing bidding documents, visiting the site and submitting bids, all must abide by the following instructions:

- All visitors (including documents purchasing and bidding representatives) , shall have negative results in PCR test for COVID-19 check-up, the test shall be valid for 48 hours max from time of testing and shall be conducted in one of the approved medical labs: Mega Labs, Bio Labs, Al-Sultan Labs and Specialty Hospital Lab.
- All visitors shall have all necessary PPE's during the visit in addition of wearing face masks.
- All visitors shall comply with social distancing during the visit.

Note: No person will be allowed to enter the site without presenting a negative PCR test for COVID-19.

The tenderer shall submit complete copies of the tender documents in CDs and hard copies of the technical offer and the financial offer in addition to the bid documents issued by the Arab Potash Company, by printing them as required.

Arab Potash Company is not bound to award the tender, or to award the least price bid, and is not bound to disclose reasons. Also , Arab Potash Company is not liable to any compensation in case of tender cancellation.

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, the commercial registration certificate must be valid for at least one month prior to purchasing the IFB documents.

Note: Please attach the company official contact details (Phones & E-mails) for easy communication when needed.

A bid bond in the value of (95,500.00 JOD) must accompany each submitted bid in a sealed and separate envelope in the form of bank guarantee issued and certified by a bank in Jordan valid for (120) days from the closing date, any bid not accompanied with a bid bond will be ignored.

For inquiries and more information on the following point of contact:

E-mail :

procurement@arabpotash.com

Hamdi.m@arabpotash.com

Fax : +962-3-2305125/131

Tel : +962-6-5200520

President & CEO
Dr. Maen Nsour

تعلن شركة البوتاس العربية عن تمديد موعد الشراء وتسليم العروض للعطاء أعلاه، على الشركات ذات الاختصاص والرغبة بالمشاركة في هذا العطاء مراجعة قسم العطاءات في دائرة اللوازم / موقع المصانع / غور الصافي فقط، وذلك لشراء نسخة وثائق العطاء مقابل مبلغ (290) ديناراً أردنياً غير مستردة، وتكون الوثائق متاحة للبيع يومياً من الساعة 9 صباحاً إلى الساعة 2 عصرًا ، أو شراء نسخة العطاء عن طريق إيداع نقدي في حساب شركة البوتاس العربية في البنك العربي من خلال إيصال يظهر تفاصيل العطاء (الرقم والوصف) واسم الشركة وضرورة تزويدنا بنسخة من الإيصال البنكي لسعر النسخة حال الدفع مصحوباً بشهادة التسجيل والرخصة التجارية والتصنيف ليتم تزويدكم بوثائق العطاء .

تفاصيل البنك هي كما يلي:

البنك العربي

السويفت كود : ARABJOAX100

الديان (الدينار الأردني): JO41 ARAB 1110 0000 0011 1006 9851 00

أخذين بعين الاعتبار ما يلي:

- آخر موعد لشراء وثائق العطاء يوم الاثنين 31/05/2021.
- يحدد يوم الأربعاء 02/06/2021 الساعة العاشرة صباحاً موعداً لزيارة موقع شركة البوتاس العربية للإطلاع على طبيعة ونطاق العمل.
ملاحظة مهمة : إرتداء معدات السلامة الشخصية إجباري أثناء زيارة الموقع.
- آخر موعد لإستقبال الإستفسارات يوم الأحد 06/06/2021.
- تسلم العروض في تمام الساعة الثانية من بعد ظهر يوم الأحد 13/06/2021 في موقع شركة البوتاس العربية / غور الصافي قسم العطاءات ولن تقبل أية عروض قبل أو بعد هذا الموعد .

ملاحظة: عند شراء وثائق العطاء وزيارة الموقع و تسليم العروض يجب على الجميع الالتزام بالتعليمات التالية:

- يجب أن يكون لجميع الزوار بمن فيهم مندوبي شراء الوثائق وتسليم العطاء نتائج سلبية في اختبار PCR لفحص COVID-19 ، ويجب أن يكون الاختبار صالحاً لمدة 48 ساعة كحد أقصى من وقت الاختبار ويجب إجراؤه في أحد المختبرات الطبية المعتمدة على نفقة الزائر الخاص. المختبرات المعتمدة: special Mega Labs , Med Labs , Bio Labs , Al-Sultan Labs , hospital lab ,
- يجب أن يكون لدى جميع الزوار كافة معدات الوقاية الشخصية اللازمة أثناء الزيارة بالإضافة إلى ارتداء اقنعة الوجه.
- يجب على جميع الزوار الالتزام بالتباعد الاجتماعي أثناء الزيارة.

ملاحظة : سوف لن يتم السماح بدخول الموقع لأي شخص دون إبراز اختبار PCR سلبي لفحص COVID-19

على المناقص تقديم نسخ كامله من وثائق العطاء في أقراص مدمجة ونسخ ورقية للعرض الفني والعرض المالي بالإضافة إلى وثائق العطاء الصادرة من شركة البوتاس وذلك بطباعتها حسب المطلوب.

شركة البوتاس غير ملزمة بإحالة العطاء، أو بإحالاته على أقل الأسعار، ولا تلزم بإبداء الأسباب أو بأي تعويض في حالة إلغاء العطاء.

إذا تأكد عدم مطابقة رخص المهن والتسجيل التجاري والتصنيف المقدم لمجال الخدمات أو/و المواد المطلوبة في العطاء فإنه سوف يتم رفض العرض المقدم لعدم الإختصاص، يجب ان يكون السجل التجاري صالح لمدة شهر على الأقل قبل شراء وثائق العطاء.

ملاحظة : يرجى إرفاق جميع هواتف وإيميلات الشركة الرسمية لسهولة التواصل عند الحاجة.

يرفق مع كل عرض يقدم كفالة دخول العطاء بقيمة (95,500.00) دينار أردني في مغلف منفصل على شكل كفالة بنكية صادرة ومصدقة من بنك في الأردن وسوف لن ينظر بالعرض المقدم بدون كفالة صالحة لمدة لا تقل عن (120) يوماً من تاريخ إغلاق العطاء.

للاستفسار وللمزيد من المعلومات على نقطة الاتصال التاليه:

E-mail :

procurement@arabpotash.com

Hamdi.m@arabpotash.com

Fax : +962-3-2305125/131

Tel : +962-6-5200520

الرئيس التنفيذي
الدكتور من النصور



THE ARAB POTASH COMPANY PLC

Tender Terms and Conditions

for IFB Number 202101388/MK

**Three Years Blanket Agreement for the Supply of Scaffolding
& Thermal Insulation Works to Cover Maintenance Activities
Needs (Daily and Shutdown)/ (13 Items)**

THE ARAB POTASH COMPANY PLC
Tel. No. +962-6-5200520 - Fax No. 962-3-2305125
Terms and Conditions for IFB Number 202101388/MK
Three Years Blanket Agreement for the Supply of Scaffolding & Thermal Insulation
Works to Cover Maintenance Activities Needs
(Daily and Shutdown)/ (13 Items)

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.
 - 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, bank guarantee or 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 indicate also the offer validity which must be 90 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 2010: **CPT APC Safi site**

2. Prices must remain fixed and valid for 90 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 commercial bids opening date.
4. The prices include the revenue stamps which, in case of award and within 10 days therefrom, shall be paid by the bidder to the Ministry of Finance at 6 dinars as per 1000 dinars of the price.
5. Handwriting pricing is not acceptable (Typing only).

c) The bid bond, Abidance, and the Declarations Certificates Envelope:

Shall be submitted duly filled and signed as appropriately required.

The declaration of the other payments and the prohibited payments 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 Number 202101388 /MK" as an 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.

THE COMPANY ADDRESS IS:

ARAB POTASH CO. PLC.

P.O. BOX 1470,

AL-JAHIZ STREET,

SHMEISANI,

AMMAN 11118,

JORDAN.

Note: Bids Submission Place is APC Safi Plant Site.

3. The closing date for this bid is:

Bid submission shall be in the same place, address and time as per the invitation of our IFB.
The closing date for this bid is: Sunday 13/06/2021 at 14:00 Hours, Jordan local time.

4. Acceptable Forms of Bonds:

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 ((120)) 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 shall bear the obligation towards the company for submitting an autorenewal the performance bond, to the company benefit, of a value not less than ((10%)) of the award price valid for (12) months 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. Fax, phone and E-mail bids are not acceptable.
13. 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.
14. The company is not bound to place an order on the least price basis.
15. 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.
16. 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.
17. The bid shall show the unit price and the total price, which shall be regarded as including packaging costs, unless noted otherwise.
18. In case an error exists in the total price, the unit price shall prevail.
19. 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.
20. The tenderer shall state the goods country of origin, the manufacturer, the trade name, and the type where applicable.

21. 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.
22. 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.
23. 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.
24. The company, upon its discretion, reserves the right to increase and/or decrease the quantities indicated in the invitation for bid in accordance with the company needs by 25% on the same price and conditions.
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. Packaging 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: Not applicable
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 award APC reserves the right to terminate the contract at any time by giving 30 days' written notice to the other party.

38. Delivery:

- 38.1** The delivery of the requested Scaffolding & Thermal Services On as needed basis, the delivery should be within (24) hours from the request date of each QTY needed.
- 38.2** The delivery period shall be defined as the period elapsed from date of purchase order until delivery at APC Safi site.

39. Method of Payment:

Payment in Jordanian Dinar upon receipt and technical acceptance at APC for each requested quantity .

40. Other Payments:

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 pay 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 amount 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.

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42. 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.
 43. 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.
 44. Foreign construction contractors must obtain the approval of the cabinet (Government of Jordan) before awarding.
 45. The company reserves the right to disregard any bid which does not strictly follow the aforementioned terms and conditions.
 46. **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.
Fax No. : +962-3-2305125/131
Tel. No. : +962-6-5200520
E-mail : procurement@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 Number 202101388/MK “Three Years Blanket Agreement for the Supply of Scaffolding & Thermal Insulation Works to Cover Maintenance Activities Needs (Daily and Shutdown)/ (13 Items)”** 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 202101388/MK**.

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

N.B.: -

(Tenderer is required to fill 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 envelope which contains the bid bond along with the list of minor derivations.

Declaration for Other Payments

I, We. The undersigned,

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...

Declare that we have read and comprehended the provisions under clause (40) of **IFB number 202101388/MK** "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.....

- Contractor is required to submit a declaration for other payments in a separate sealed envelope whether such payments has 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 (41) of **IFB Number 202101388/MK**. "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

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

Scaffolding and Thermal Insulation Works Agreement

1. Introduction

Arab Potash Company (hereafter called "APC") intends to get below service form an outside industrial service company (hereafter called Contractor) through availing materials and resident certified and qualified manpower during Three years' agreement

1. Scaffolding services for daily and shutdown maintenance activities
2. Thermal insulation works.

The contractor shall be qualified and has an international and/or local experience firm(s). **contractor in the form of joint venture between several firms is not allowed.**

2. Contractor Responsibilities & Conditions:

- 2.1. Provide 100 Ton of scaffolding materials as per material specification in clause 3
- 2.2. Provide skilled manpower as per clause 4.
- 2.3. Follow APC coordinator(s) instructions for work priority.
- 2.4. Provide all tools and equipment needed to carry out scaffolding and thermal insulation works and replace it as necessary.
- 2.5. Provide rigging tools (slings, belts, D-Shackle, Chain block.....etc.)
- 2.6. Provide offices and rest rooms at site for his staff.
- 2.7. Provide transportations for his staff.
- 2.8. Provide all required PPEs for his staff.
- 2.9. Contractor will be responsible for all rigging works to lift the scaffold materials.
- 2.10. Provide forklift (Model year 2010 above), with a certified operator (License type 2-1 (construction) for handling scaffolding materials.
- 2.11. Provide Diesel for forklift
- 2.12. Obtain all military and security permissions for his staff
- 2.13. To get all permission needed for scaffold works.
- 2.14. Thermal insulation housekeeping including supply of waste bags.

Scaffolding and Thermal Insulation Works Agreement

3. Scaffolding Material

100 Tons of below Specifications & Standards

- a- Scaffolding tubes conforming to BS 1139/ EN 39
- b- Scaffolding fittings conforming to BS 1139/EN 74
- c- Scaffolding boards: Minimum 38mm thickness, OSHA stamp confirms conformance to 29CFR1926.451
- d- Cup lock materials conforming to EN 10219.
- e- Materials third party certifications and tests shall be supplied

4. Manpower

The contractor shall avail below resident manpower

Job title	Experiences	Quantity	Remarks
-CISRS "Scaffolding Supervisor" Advance Scaffolder Certification	Minimum +10 years same field	1	- European, UK, USA and Japan nationality - Has training in one of the following: - IOSH Managing Safety - OSHA
Scaffolding Foreman	+8 years same field	1	Should be certified Forman
Scaffolder	+5 years same field	15	
Thermal insulation Tech.	+5 years same field	12	Should be certified scaffolder

5. APC Responsibilities

- 5.1. Provide a suitable area for storage scaffolding materials.
- 5.2. Supply a cranes to handle materials in upper levels.
- 5.3. Provide all materials, machines and workshop for thermal insulation works.
- 5.4. Housing & Accommodation for contractor staff at APC camp
- 5.5. APC will nominate a planning engineer to priorities and coordinate between APC departments & service provider.
- 5.6. Provide one meal of Contractor's staff during normal working day.

Scaffolding and Thermal Insulation Works Agreement

Note: any other responsibilities not mentioned above will be the contractor responsibility.

6. General conditions

- 6.1. Contractor daily working hours are from 07:00 to 17:00 from Sunday – Thursday
- 6.2. All contractor staff shall be covered social security
- 6.3. Overtime hours to be approved by APC.
- 6.4. Saturdays overtime rates for all trades will be charged based on normal working days' rate
- 6.5. Contractor shall be responsible to secure his material in site (APC is not responsible for any lost and/or damage caused by other contractor).

7. Safety, security and housekeeping

- 7.1. Consideration to safety, personnel and environment protection shall be taken in all aspects of service provider's work scope activities and shall fully comply with the requirements of all local safety codes, regulations and approved standards, that includes but not limited to:

Safety work instruction for wearing personal protection equipment (PPE) in work place, the overhead cranes and hoisting ropes, mobile crane lift, ladders and scaffolding conditions, working inside confined & semi-closed spaces, welding process, Storage and handling instructions for compressed gas cylinders, Electrical isolation and lock out procedure, Hot work permit procedure, using proper electrical plugs and cables, driving vehicles, the operating and driving forklift.

- 7.2. To develop safety plans, TRA (Task Risk Assessment) and rules to be followed during the erection and installation activities. The safety plans, TRA and rules are to be submitted for approval by the Employer. The service provider is directed to follow the following APC rules, procedures, and polices:
 - A. safety and protection rules and specifications
 - B. HSE environmental policy
 - C. Excavation work permit procedures
 - D. Hot work permit procedures
 - E. Cold work permit procedures
 - F. LOTO procedures
 - G. working in confined spaces permit procedures
- 7.3. Complying with APC service provider's safety procedure (attached).
- 7.4. The service provider's staff has to be committed with APC safety regulations and lectures that they will attend after awarding the contract (attached).
- 7.5. Contractor shall follow strictly the APC safety regulation, and shall provide PPEs and all safety tools to his staff, such as: helmets, safety shoes, protection glasses, welder's safety equipment
- 7.6. The service provider is responsible in case of any accident may occur among his staff (APC hasn't any responsibility in case of any accident occurs to his staff).
- 7.7. Service provider will be responsible for any damage may occur resulting from improper lifting, rigging or under estimation for load capacities of lifting component and members.
- 7.8. It is forbidden to any worker to work more than 14 hours per day.

Scaffolding and Thermal Insulation Works Agreement

- 7.9. Service provider staff shall comply with APC security regulations and the approved procedure of entering personnel and materials.
- 7.10. It is forbidden to enter weapons, drugs, alcohol ...est. to APC facilities
- 7.11. The site work place shall be kept in a clean and safe condition at all times, the service provider shall remove all construction waste on daily basis and prior to acceptance of the work at work completion

8. The contractor should submit the following along with his technical offer:

- 8.1. Method of statement for scaffolding & thermal insulation services.
- 8.2. Curriculum vitae for his staff with certificates.
- 8.3. Reference list and previous experiences in scaffolding & thermal insulation works.
- 8.4. Financial statement for last 2 years.

9. Criteria of Evaluation

The APC will adopt the following evaluation criteria; the passing score shall be 70 out of 100:

Criteria	Points
Compliance with tender specifications.	5
Polices and adopted work instructions (Method of statement)	30
The experience for similar work (APC previous experience with the Supplier).	5
Past experience in industrial plants	20
Supervisor CV and scaffolding works past experience	15
Technicians C.Vs	10
Conditions of delivered scaffolding materials	15

*** The final evaluation will be based on **70%** for the Technical Offer and **30%** for the Commercial Offer according to the following matrix of evaluation:

$$(70\% \times \text{Technical Score}) + (30\% \times \text{Least Price / Bidder Offer}) = \text{Final Score}$$

Scaffolding and Thermal Insulation Works Agreement

Price Sheet –Appendix #1

Ser.	Item	Description	UOM	Estimated Qty.	Price(JD)
1	RNT-SCFD-017	Monthly Rental of scaffolding materials and man power (includes 100 ton materials , one Supervisor , one Foreman, 15 Scaffolders & Forklift with driver)	EA	36	
2	RNT-SCFD-018	Monthly Rental of Additional 15 tons scaffolding materials	EA	9	
3	RNT-SCFD-028	Mobilization & Demobilization of Additional 15 tons scaffolding materials	EA	9	
4	RNT-SCFD-020	Scaffolding Foreman overtime during normal days (more than normal working Hours)	HR	1620	
5	RNT-SCFD-021	Scaffolding Supervisor overtime during normal days (more than normal working Hours)	HR	1620	
6	RNT-SCFD-024	Scaffolding Foreman overtime during Holidays	HR	720	
7	RNT-SCFD-025	Scaffolding Supervisor overtime during Holidays	HR	720	
8	RNT-SCFD-026	Rental of Additional Scaffolders. -Normal Working Days	EA	2268	
9	RNT-SCFD-019	Scaffolders / thermal insulation tech overtime during normal days (more than normal working hours)	HR	38880	
10	RNT-SCFD-022	Scaffolders / thermal insulation tech. overtime during Holidays	HR	17280	
11	RNT-SCFD-027	Rental of Thermal Insulation Tech. -Normal Working Days (12 Insulation Tech x36 months)	EA	432	
12	RNT-SCFD-029	Forklift driver overtime during normal days	HR	1620	
13	RNT-SCFD-030	Forklift driver overtime during holidays	HR	720	