



TENDER DOCUMENTS

Service Agreement of Earth Works for APC Dikes (2024 – 2027)

Volume – Conditions of Contract

Client: The Arab Potash Company

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PREFACE TO VOLUME I

This Volume is one of the below listed volumes, all of which constitute the complete set of Contract Documents for:

Civil works service agreement

Volume 1 Tender Conditions and Procedures
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INSTRUCTIONS TO TENDERERS

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1. Scope of Tender

1.1 The Arab Potash Company Ltd hereinafter referred to as "the Employer", wishes to receive tenders for the construction and completion of the Service Agreement of Earth Works for APC Dikes (2024 – 2027) as defined in these tendering documents, hereinafter referred to as "the Works".

1.2 The type of the Contract is a civil works service contract.

The purposes of the works under the present Contract is to construct and maintain the needed works by the client Arab Potash Company in such as and not limited to heavy equipment rental, contractors manpower, and material placement.

The Service that will have to be executed under the present Contract will be related to:

- Handling of materials (Zone1B, Zone3, Zone6, Zone4 and Salt) including preparation of borrow areas loading, transportation, testing, unloading, spreading, compaction and surveying as required by APC.
- Provide Qualified and licenced operators for the operation of APC equipment's.
- Provide Heavy equipment and trucks as required by APC.
- Carry out earth works as instruction by APC.
- Operation of existing large scale borrow areas for selection, processing and stockpiling of materials.
- Quality control and testing of fill materials.
- Field and laboratory services related to these works.

1.3 The duration of the Service agreement between Commencement Date and Completion Date will be 36 months only.

Rates and Prices quoted in the Bill of Quantities, offered by the Contractor as part of this proposal and agreed for Award of Contract, will remain fixed throughout the duration of the Contract for three years. No indexation of any kind will be applicable.

1.4 Throughout the Tender Documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding tendering, etc.) are synonymous, and "day" means calendar day.

2. Source of Funds

2.1 Funds are provided by the Employer.

3 Qualifications of the Tenderer

3.1 Tenderer Qualifications

Minimum requirements for Tenderers are:

- First Grade in Earthworks

3.2 The Tenderers shall provide the following information on eligibility and qualifications with their Tenders to demonstrate the capability and adequacy of their resources to carry out the Works:

(a) Written Power of Attorney authorizing the signatory of the Tender to commit the Tenderer.

(b) A valid registration with the relevant Authorities jurisdiction such as Establishments or Associations or Ministries in Jordan and as required under Jordanian Laws and regulations.

3.3 The Forms (Appendices) and the Bill of Quantities (Volume 3) provided in the Tender Documents shall be used without exception (subject to extensions of the Schedules in the same format).

3. One Tender per Tenderer

3.1 Each tenderer shall submit only one tender in the same tender process, either individually as a tenderer or as a partner in a joint venture. No tenderer can participate in the same tender process as a subcontractor while submitting a tender individually or as a partner of a joint venture. A firm, if acting in the capacity of subcontractor in any tender, may participate in more than one tender, but only in that capacity. A tenderer who submits or participates in more than one tender will cause all proposals in which the tender has participated to be disqualified.

4. Cost of Tendering

4.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

5. Site Visit

5.1 The Employer may arrange a site visit according to date and time set in the announcement letter to obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering a contract for construction of the Works. The costs of visiting the site shall be at the Tenderer's own expense.

5.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel and agents, will release and indemnify the Employer and his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

5.3 The tenderer shall be deemed to have understood the nature of the Works and the circumstances pertaining to the Project, as well as all local customs, the required types of labour and labour conditions, and all other conditions related to the tender or which affect his tender prices.

5.4 The tenderer shall be aware that the Works will take place in an area where sinkholes may develop. The Sinkhole Repair Procedures are available to the tenderer for information only.

6. Tender Documents

6.1 The tender documents comprise the documents listed below and any addenda issued to tenderers in accordance with Clause 11 of these Instructions to Tenderers.

Volume 1 Tender Conditions and Procedures and Conditions of Contract

- Specifications
- Letter of Tender
- General Directions for Measurements and Pricing
- Bill of Quantities

6.2 The tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of tender submission will be at the tenderer's own risk. Pursuant to relevant Clauses of these Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the Tender Documents will be rejected.

7. Clarification of Ambiguities

7.1 A prospective tenderer requiring any clarification of the Tender Documents may notify the Employer in writing or by facsimile at the Employer's address indicated in the Invitation for Tenders. The Employer will respond to any request for clarification received. Copies of the Employer's response will be forwarded to all purchasers of the Tender Documents, including a description of the enquiry but without identifying its source.

8. Amendment of Tender Documents

8.1 At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Documents by issuing addenda.

8.2 Any addendum thus issued shall be part of the tender documents pursuant to Sub-Clause 9 of these Instructions to Tenderers and shall be communicated in writing or by facsimile to all purchasers of the Tender Documents. Prospective tenderers shall acknowledge receipt of each addendum to the Employer.

8.3 To afford prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer may extend as necessary the deadline for submission of tenders, in accordance with Clause 22 of these Instructions to Tenderers.

9. Language of Tender

9.1 The tender, and all correspondence and documents related to the tender exchanged by the tenderer and the Employer shall be written in the English language and Arabic Language.

10. Documents Comprising the Tender

10.1 The tender submitted by the tenderer shall comprise the following:

- Priced Letter of Tender; signed and stamped by the authorized signatory of the Tenderer together with any offered discount (Volume 1);
- Written Power of Attorney of signatory of the tender;
- Tender Security;
- Tender Conditions and Procedures, and Conditions of (Volume 1);
- Specifications (Volume 1);
- Priced Bills of Quantities (Volume 1);
- Breakdown of Bill of Quantities Unit Rates and Prices (Refer to Sub-clause 14.1 of the Conditions of Contract);
- Information on eligibility and qualifications of the Tenderer including proposed tender resource and materials schedules, proposed manufacturers, tender program and method statement, proposals for subcontracting, proposed Quality Assurance program;
- Addenda issued during the tender period, and
- Forms of other and prohibited payments and Abidance with conflict of interest

And any other information required to be submitted in accordance with the Instructions to Tenderers and the Specifications.

The information and documents required under Sub-clause 5.1 of these Instructions to Tenderers "Qualification of Tenderers" shall serve as evidence of the tenderer's capability to carry out the Works. Unless specifically listed in the Letter of Acceptance, or in the Contract Agreement, the information and documents required under Sub-clause 5.1 of these Instructions to Tenderers, shall not be considered part of the Contract Documents. However, the tenderer will remain responsible for the validity, authenticity, and correctness of the information provided.

10.2 The submitted documents shall be filled in and completed without exception.

11. Tender Price

11.1 The Tender shall be for the whole of the Works described in Sub-clause 1.2 of these Instructions to Tenderers, based upon the unit rates and prices submitted by the tenderer.

11.2 The tenderer shall fill in rates and prices for all items in the Bill of Quantities. Items for which no rate or price has been entered by the tenderer will not be paid for separately when executed but will be deemed to be covered by the other rates and prices in the Bill of Quantities.

11.3 The unit rates in the Bill of Quantities shall be used for the new items having the same nature of Works.

12. Currency of Tender and Payment

12.1 The unit rates and the prices shall be quoted by the tenderer in Jordanian Dinars.

13. Validity of Tenders

13.1 Tenders shall remain valid for a period of 180 days after the submission date of the Tender.

13.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the request will not be required or permitted to modify his tender but will be required to extend the validity of his tender guarantee, for the period of the extension, and in compliance with Clause 17 of these Instructions to Tenderers in all respects.

14 Tender Security

14.1 The Tenderer shall furnish, as part of his Tender, a Tender Security in the form of a bank guarantee, as stated in the tender announcement.

14.2 The tender security shall be in the form of a guarantee from a bank located in Jordan that is licensed or allowed to do business in Jordan. The format of the bank guarantee shall be in accordance with the sample form of tender security included in the Tender Documents.

14.3 Any tender not accompanied by an acceptable tender security shall be rejected by the Employer as non-responsive.

14.4 The tender security of the unsuccessful tenderers will be returned as promptly as possible, but not later than 28 days after the expiration of the period of tender validity.

14.5 The tender security of the successful tenderer will be returned when the tenderer has signed the Contract Agreement and furnished the required Performance Guarantee.

14.6 The tender security may be forfeited:

- (a) if the tenderer withdraws his tender during the period of tender validity.
- (b) if the tenderer does not accept the correction of his tender price, pursuant to Sub-clause 28.2 of these Instructions to Tenderers, or
- (c) in the case of a successful tenderer, if he fails within the specified time limit to sign the Contract Agreement, and/or furnish the required Performance Guarantee.

15. Alternative Proposals by Tenderers

15.1 Tenderers shall submit offers that fully comply with the requirements of the Tender Documents, including instruction of in the employer and Specifications. The attention of tenderers is drawn to the provisions of Clause 26 of these Instructions to Tenderers regarding the rejection of tenders which are not substantially responsive to the requirements of the Tender Documents.

16. (Not Used)

17. Format and Signing of Tender

17.1 All documents shall be stamped, signed, dated, completed, and returned as described in the Instruction to Tenderers.

17.2 The "ORIGINAL" and "soft Copy" (USB) of the tender shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and all pages of documents shall be stamped, signed/initialled by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to Sub-clauses 5.1 (a) or 5.3 (c) of these Instructions to Tenderers, as the case may be. All pages of the tender where entries or amendments have been made shall be initialled and stamped by the person or persons signing the tender.

17.3 The tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the tenderer, in which case such corrections shall be stamped and initialled by the person or persons signing the tender.

18. Submission of Tenders

18.1 The Tenderer shall seal the original of the Tender and the Tender Security, forms of other and prohibited payments and abidance with conflict of interest of same in separate envelopes, clearly marked "ORIGINAL" which shall then be sealed in an outer package. In the event of discrepancy, the original shall prevail. All documents shall be stamped and signed by an authorized person.

18.2 Tender Information to be Submitted.

The package and inner envelopes for each Part shall:

a) The inner Envelope No.1 shall bear the following clear identification:

• ENVELOPE NO. 1 " Service Agreement of Earth Works for APC Dikes (2024 – 2027) – TECHNICAL DOCUMENTS ";

- Name of Tenderer, and
- Address of the Tenderer. and

shall contain the technical and financial documents:

18.3 Technical documents:

a. Projects in progress with their scope of works (brief), value, date of start and date of completion. These projects shall be separated into two groups:

- i. One group of projects concerned with earthwork as relevant to the excavation works.
 - ii. And one group of projects concerned with dams, reservoirs, outlet structures and lining.
- b. Major items of equipment proposed for use in carrying out the Works (Schedule 1);
 - c. Qualifications and experience of key personnel proposed for the administration and execution of the Contract, both on and off Site (Schedule 2);
 - d. Proposals for sub-contracting parts of the Works (Schedule 3);
 - e. Proposed manufacturers (Schedule 4);
 - f. Program and method statement (Schedule 5);
 - g. Schedule of major materials submittal (Schedule 6);
 - h. Contractor's Quality Assurance program.
 - i. Any other information required to be submitted in accordance with the Conditions for Tender and the Specification.
 - j. HSE management plan and safety records of the last 5 years (consisting of total worked hours, work related injuries, LTI frequency);

18.4 Financial Documents:

Financial Information as follows:

	2023	2022	2021	2020	2019
Net Equity					
Growth					
Profitability					
Return on Assets					
Capacity					
Annual Turnover					
Solvency					
Quick Ratio					
Prospect					

This Financial information is defined as follows:

- Net Equity (Total Assets minus Total Liabilities) last year
- Growth (Net Equity minus Net Equity previous year, for last 5 years in a row)
- Profitability (Profitability before tax divided by Net Worth)
- Return on Assets (Profitability before tax divided by Total Assets)
- Capacity (Average Annual Turnover over the last 5 years)
- Annual Turnover (Work in Hand)

- Solvency (Current Assets divided by Current Liabilities)
- Quick Ratio (Cash plus Receivables divided by Current Liabilities)
- Prospect (trend over last 5 years)

Financial figures of subcontractors shall be excluded from this information.

The Tenderers shall provide the following information on eligibility and qualifications with their Tenders to demonstrate the capability and adequacy to carry out the Works:

b) The inner Envelope No.2, shall bear the following clear identification:

- ENVELOPE NO. 2 " Service Agreement of Earth Works for APC Dikes (2024 – 2027)" – COMMERCIAL";
- Name of Tenderer, and
- Address of the Tenderer. and shall contain the commercial documents:

a. Priced Letter of Tender and Appendix to Tender: signed and stamped by the authorized signatory of the Tenderer together with any offered discount.

b. Priced Bill of Quantities (Volume 3), and

c. Breakdown of Bill of Quantities Unit Rates and Prices (Refer to Sub-clause 14.1 of the Conditions of Contract).

c) The inner Envelope No.3, shall bear the following clear identification:

d) • ENVELOPE NO. 3 " Service Agreement of Earth Works for APC Dikes (2024 – 2027) – BONDS"; • Name of Tenderer, and

• Address of the Tenderer.

and shall contain the declaration documents:

- Tender Security.
- Declaration to comply with the APC safety and environment policies and its local regulations.
- Compliance list of environment and safety requirement.
- Declaration of conflict of interest.
- Declaration of abidance to tender terms and conditions and technical specifications.
- Declaration for other payments, and
- Declaration for prohibited payments.
- Audited financial statements for the current and last five years. which is considered as a pre-determinant criterion for successful vendor selection, service providers that are unable to provide the requested audited financial statements or do not pass the APC's financial assessment criteria will be eliminated directly and their offers will be overlooked and shall not be considered in the subsequent technical and commercial evaluation.

The Tender Security (ORIGINAL and Soft COPY) for Service agreement, shall be delivered in a separate Envelope No. 3 of the ORIGINAL package and similarly to Envelope No. 3 of the Soft COPY package.

(a) be addressed to the Employer at the following address:

Arab Potash Company
P.O. Box 1470
Amman 11 118
Jordan Tel. 962 6 5200 520
Fax. 962 6 5624 948
Email. Procurement@arabpotash.com
Hamdi.m@arabpotash.com

Note: Submission place shall be in Safi Site.

(b) bear the following identification:

Tender for:

Service Agreement of Earth Works for APC Dikes (2024 – 2027): IFB. 202401903

DO NOT OPEN BEFORE: Refer to announcement.

The "ORIGINAL" envelope shall contain all documents listed in Sub-clause 3.1 and is to be returned with the Tender.

In addition to the identification required in Sub-clause 18.2 of these Instructions to Tenderers, the Tender shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared "late" pursuant to Clause 20 and Clause 21 of these Instructions to Tenderers. Any notice or letter sent by registered mail to the said address shall be considered as if it had been delivered to him.

18.5 If the package is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the tender.

18.6 Tenders shall be submitted by hand to the address mentioned above.

19. Deadline for Submission of Tenders

19.1 Tenders must be received by the Employer at the address specified above no later than (refer to announcement).

19.2 The Employer may, at his discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with Clause 9 of these Instructions to Tenderers, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

20. Late Tenders

20.1 Any Tender received by the Employer after the deadline for submission of Tenders prescribed in Clause 19 of these Instructions to Tenderers will be returned unopened to the Tenderer.

21. Modification and Withdrawal of Tenders

21.1 The Tenderer may modify or withdraw his Tender after Tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of Tenders.

21.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 21 of these Instructions to Tenderers, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

21.3 No Tender may be modified by the Tenderer after the deadline for submission of Tenders.

21.4 Withdrawal of a Tender during the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in the Form of Tender may result in the forfeiture of the Tender security pursuant to Clause 14 of these Instructions to Tenderers.

22. Tender Opening

22.1 The Employer will open Envelope No. 1 (Technical Documents) only and examination and evaluation of Documents will be in private and successful Applicants will be advised of their inclusion in the list of the Tenderers and unsuccessful Applicants will be advised to take back their sealed Envelope No. 2 comprising the priced Tender and Contract Document.

Envelope No. 2 comprising the priced Tender Document for the qualified successful Applicants will be opened examined and evaluated in private.

22.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 24 of these Instructions to Tenderers shall not be opened.

22.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Tender price or discount which is not read out and recorded at Tender opening will not be considered in Tender evaluation. Discounts that are not stated in the Letter of Tender and in the main summary page of the Bills of Quantities shall not be considered.

22.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-clause 22.3 of these Instructions to Tenderers.

23. Evaluation of Tenders

23.1 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a

tenderer to influence the Employer's processing of tenders or award decisions may result in the rejection of the tenderer's tender.

- 23.2 To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with Clause 28 of these Instructions to Tenderers.
- 23.3 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 26 of these Instructions to Tenderers.
- 23.4 In evaluating the tenders, the Employer will determine for each tender the Evaluated Tender Price by adjusting the Tender Price as follows:
- (a) Making any correction for errors pursuant to Clause 28 of these Instructions to Tenderers.
 - (b) Excluding Provisional Sums and the provision, if any, for Contingencies in the Summary Bill of Quantities, where priced competitively, and
 - (c) Making an appropriate adjustment for any other acceptable variations, deviations.
- 23.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employers' estimate of the cost of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 of these Instructions to Tenderers be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the Contract.
- 23.6 The Tenderer shall make himself aware of the Contractor's responsibilities under the Contract, in particular of the Specifications, with regards to safe working and the protection of the environment. Evidence of safety records and strong environmental awareness shall be provided in the tender and shall constitute part of the evaluation process of the tenderer.

23.7 Tender Evaluation Criteria

The evaluation will be carried out by specialized committee, considering 60% for technical proposal and 40% for the commercial/financial proposal. The following formula will be applied:

$$S = (ST \times T \%) + (SF \times P \%)$$

Where:

S: Final Score, which will be considered the economical mark of the respective Tenderer.
T: Technical weight
P: Commercial weight
ST: Technical mark presented as $100 \times T_c$
SF: Commercial mark presented as $100 \times F_m/F$
Tc: Technical mark under consideration
Fm: The lowest price offer
F: The price of the offer under consideration

The Evaluation will be carried out in two stages.

1. Technical evaluation

In addition to the Tenderers qualification specified herein, the following procedure will be considered:

Responsive tenderers

The detailed technical evaluation will be preceded for the responsive tenderers, which shall consider the following criteria:

Responsive tenderers

The detailed technical evaluation will be preceded for the responsive tenderers, which shall consider the following criteria:

a) Technical skills: **(40) Scores**

- previous experience, general, at least 5 projects: **20 scores.**
- previous experience in similar works, at least 3 projects: **15 scores.**
- previous experience in similar works – APC area at least 3 projects: **5 scores.**

b) Management and financial: **(30) Scores**

- staff qualification: **10 scores.**
- financial capacity (refer to Financial Statement form): **20 scores.**

c) Equipment: **(10) Scores**

- field equipment: **10 scores.**

d) Compliance with tender terms and conditions: **(20) Scores**

- Safety record for tenderer Staff certified from (Jordanian social security) authorized entities/clients showing lost time injuries for the last 5 years: **10 scores.**
- Method statement and program: **5 scores.**
- compliance with Tender instructions: **5 scores.**

in order to qualify for final evaluation a Tenderer should obtain a minimum score of (70) in the technical evaluation. Tenders with a score less than seventy (70) will be discarded.

2. Commercial evaluation

Commercial Evaluation will be by as per formula, calculating a percentage by dividing the lowest Financial Offer received by the Financial Offer of a particular Tenderer.

24. Method of Checking of Tenders

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

24.2 The amount stated in the Letter of Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount of tender, his tender will be rejected, and the tender security may be forfeited in accordance with Sub-clause 17.7(b) of these Instructions to Tenderers.

25. Tender Negotiation

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.

26. Award

26.1 Subject to Clauses 27 and 31 of these Instructions to Tenderers, the Employer will award the Contract to the tenderer whose tender has the most economically advantageous price. In deciding upon the most economically advantageous evaluated price, the Employer will have the right to consider availing of any net saving attained from awarding a combination of contracts to any one single tenderer.

27. Employer's Right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 30 of these Instructions to Tenderers, the Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without

thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Employer's action.

28. Notification of Award

28.1 Prior to expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Accepted Contract Amount").

28.2 The notification of award will constitute the formation of the Contract.

28.3 Upon the furnishing by the successful tenderer of a performance guarantee, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.

29. Not used

30. Performance Security

30.1 Within **28 days** of receipt of the notification of award from the Employer, the successful tenderer shall furnish to the Employer a performance security in the form of a bank guarantee in an amount of **ten (10) percent** of the Contract Price. The performance security shall be in accordance with the form provided in the Tender Documents.

30.2 The performance security, to be provided by the successful tenderer in the form of a bank guarantee, shall be issued by a bank located in Jordan.

31. Payments of Revenue Stamps, University Fees and Registration

31.1 The successful Tenderer is advised that he shall pay revenue stamps and university fees which are required under Jordanian Laws within 7 days from Contract award and shall submit evidence of this to the Employer in due time. The Tenderer shall be responsible for registration with all necessary organizations in Jordan (i.e., Ministry of Industry and Trade, Ministry of Public Works and Housing, Employers Association, etc.), and pay the fees therefore, and shall be liable for any other charges and taxes which are required to be paid under the Jordanian laws and regulations effective in Jordan.

GENERAL CONDITIONS OF CONTRACT

PART I - GENERAL CONDITIONS

- i) GENERAL CONDITIONS: The General Conditions of Contract shall be the Conditions of Contract for Construction for Building and Employing Works Designed by the Employer, First Edition 1999 Part I, published by the Federation Internationale Des Ingenieurs-Conseils (FIDIC), P.O. Box 86, CH 1000 Lausanne, 12-Chailly, Switzerland. The Contractor is deemed to have full knowledge of the General Conditions.

PARTICULAR CONDITIONS OF CONTRACT

PART II - PARTICULAR CONDITIONS

PARTICULAR CONDITIONS: The following Particular Conditions are additional to or amend the General Conditions, as appropriate. They are to be read and construed in conjunction with the General Conditions. In the event of any discrepancy between the General Conditions and the Particular Conditions, the Particular Conditions shall take precedence.

1 GENERAL PROVISIONS

1.1 DEFINITIONS

Insert the following new definitions in Sub-clause 1.1:

1.1.1 The '**Specifications**' means the specification of the Works included in the Contract and any modifications thereof as may be agreed between the Employer and the Contractor.

1.1.2.2 "**Employer**" is:
Arab Potash Company Ltd. (APC)
P.O. Box 1470
Amman 11118
Jordan
Tel. 962 6 5200 520
Fax. 962 3 230 2881

1.1.2.11 "**Jordan**" means the Hashemite Kingdom of Jordan

1.1.2.13 "**First Party**" means the Employer Arab Potash Company Ltd (APC).

1.1.2.14 "**Second Party**" means the Contractor.

1.1.2.3 "**Contractor**" means the enterprise, firm or joint venture named in the Letter to Tender and who's Tender has been accepted by the Employer and with whom the Employer has entered into this Contract and includes the Contractor's personal agents and legal successors.

1.1.3.2 Delete and replace with:

1.1.3.2 "**Commencement Date**" means the date for commencement stated in the Notice of the Commencement Date issued by the Employer pursuant to Sub-Clause 8.1. (Commencement of Work)

1.1.3.7 Add at the end of this Sub-clause:

The term "**Defects Notification Period**" is also referred to in some Contract Documents as "maintenance period", "Maintenance Period" or "Defects Liability Period" and the alternative wording, where used shall be construed as 'Defects Notification Period'.

1.1.3.9 Add at the end of this Sub-clause:

Day and year are as identified using the Gregorian calendar.

1.2 INTERPRETATION

Add the following paragraph at the end of Sub-clause 1.2:

In all Conditions of Contract, profit is to be 5% of the cost when stated in the words 'Together with reasonable profit'.

1.4 LAW AND LANGUAGE

1.4 Delete and replace with:

1.4 LAW AND LANGUAGE

1.4.1 English shall be the ruling language of the Contract and consequently all communications, notices and Taking-Over Certificates shall be drawn up in this language except

- (a) Payment statements and certificates which may be drawn in both English and Arabic, and
- (b) Official circulars and correspondence issued by Governmental Departments which are usually drawn up in Arabic.

1.4.2 The law which shall apply to the Contract and according to which the Contract shall be construed shall be the current laws in force in Jordan.

1.5 PRIORITY OF DOCUMENTS

Amend sequence (a) to (h) to read as follows:

- a) The Contract Agreement (if any);
- b) The Letter of Acceptance;
- c) The Letter of Tender;
- d) Agreed Correspondences prior to awarding
- e) The Particular Conditions;
- f) These General Conditions;
- g) The Specification;
- h) The Drawings, and
- i) The Schedules and any other documents forming part of the Contract.

1.6 CONTRACT AGREEMENT

Delete the last sentence and replace with the following:

The costs of stamp duties and university fees and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor.

2. THE EMPLOYER

2.3 EMPLOYER'S PERSONNEL

Add the following paragraph at the end of Sub-clause 2.3:

In the event that other contractors are working for the Employer on the Site, then their contracts will include similar clauses for co-operation and compliance to provide safety procedures, and the Employer shall notify the Contractor of the presence of such other contractors.

2.5 EMPLOYER'S CLAIMS

Add the following paragraph at the end of Sub-clause 2.5:

The Employer has the right to deduct any sum/cost due to the Employer from the Contractor's certified Payment.

4 THE CONTRACTOR

4.1 CONTRACTOR'S GENERAL OBLIGATIONS

Insert the following after the end of the Sub-clause:

With respect to the execution of the Works:

The Contractor shall take care not to load any structure above the design loads, and shall not pile up materials or loads in any manner that may endanger the safety of the structures.

The Contractor is bound to maintain and repair Temporary Works in a proper manner.

4.2 PERFORMANCE SECURITY

Delete the 2nd, 3rd and 4th paragraphs and replace with the following:

The Contractor shall deliver the Performance Security to the Employer within 14 days after receiving the Letter of Acceptance, unless otherwise stated, and shall send a copy to the Employer. If the Contractor acts contrary to this requirement he shall be considered to be withdrawing his tender.

The Performance Security shall be issued in the form annexed to the Particular Conditions. If the Performance Security is in the form of a bank guarantee, then it shall be issued by a bank located in the Jordan or a foreign bank that is licensed or allowed to do business in Jordan.

The Contractor shall ensure that the Performance Security is valid and enforceable to the value stated in the Appendix to tender until the Contractor has executed the Works. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 14 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed defects have been remedied as applicable and until the issuance of the Performance Certificate whichever is later.

The cost of complying with the requirements of this Sub-clause including the cost for extending of the validity of the Performance Security shall be borne by the Contractor.

4.3 SUBCONTRACTORS

Add this paragraph at the end of the Clause:

The maximum share of the work undertaken by Subcontractors shall not exceed 33% of the accepted Contract Price, unless a Subcontractor is required in accordance with the Contract. The local subcontractors' shares shall not be less than 25% of the accepted Contract Price. During the execution of the Works, the Contractor shall submit to the Engineer and the Employer copies of all Subcontract agreements. The Engineer shall verify that the total value of the subcontracted works does not exceed the specified limit and shall inform the Employer in case of any default in this respect.

4.4 JOINT VENTURE

Tenders from Joint Ventures will not be accepted.

Tenders from Joint Ventures will be rejected as non-compliant.

4.5 CO-OPERATION

Delete the first two paragraphs of Sub-clause 4.6 and substitute the following:

The Contractor shall, if so instructed by the Engineer or if specified in the Contract, provide any of the following services for the Employer's workmen or any such other contractor or authority carrying out work on or near the Site:

- (a) use of access roads which the Contractor is responsible to maintain, and
- (b) any other services instructed by the Engineer.

The Engineer shall determine the amount of addition (if any) to the Contract Price in respect of such services in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

4.6 SAFETY PROCEDURES

Add the following three paragraphs at the end of this Clause:

In the event that various contractors are working on Site at the same time, the safety procedures shall be reconsidered and the Employer's liabilities for such procedures are to be defined.

The Contractor, Employer shall comply with the national building code for safety requirements.

The Contractor shall follow and comply with Employer's safety and environment policies and its local regulations. The Safety and environment regulation are available at Employer's offices for review and implementation. The Contractor can read these regulations and rules at any time and upon his request. The Contractor "if awarded the Contract" shall commit to Employer's safety and environment policies and sign the declaration and "Compliance List of Environment and Safety Requirement" attached in Appendix to Tender.

4.10 SITE DATA

Add the following at the end of Sub-clause 4.10:

The limits of the Site shall be as shown on the Drawings. If the Contractor requires land beyond this Site, he shall obtain it entirely at his own cost and, before taking possession, shall supply the Employer with a copy of all necessary permits.

4.12 UNFORESEEABLE PHYSICAL CONDITION

Delete from the second line of the second paragraph the words '..... As soon as practicable' and replace with '..... Within a maximum of Seven (7) days from the occurrence'

4.19 ELECTRICITY, WATER AND GAS

Add the following at the end of Sub-clause 4.19:

The Cost of water is 1.5 JD/m³ and the cost of electricity is 0.254 JD/kWh. The Employer is not responsible for the interruption of water and electricity and any other services may be provided by the Employer against cost, therefore the Contractor shall take all necessary measures to avail such facilities.

4.23 CONTRACTOR'S OPERATIONS ON SITE

Add the following at the end of Sub-clause 4.23:

The Employer is not responsible for the Contractor's material, equipment etc. during the construction of Works and during the Defects Liability Period in case the Contractor has left his equipment and material at Site.

4.25 TEMPORARY FACILITIES AND SERVICES FOR THE EMPLOYER AND THE EMPLOYER

Add new Sub-clause 4.25 as follows:

If the Contractor fails to provide and maintain any of the temporary facilities and services required for the use of the Employer's Personnel, then the Employer shall be entitled to provide and maintain such temporary facilities and services and shall be entitled to recover from the

Contractor the cost thereof or may deduct the same from any monies due or that become due to the Contractor.

4.26 MILITARY PASSES

Add new Sub-clause 4.26 as follows:

The Site is situated in an area controlled by the Jordanian Military Authorities. Military passes are required for all employees of the Contractor. The Employer will provide the Contractor with the necessary documentation to enable him to obtain such passes. The Contractor shall, at the request of the Military and Security Authorities, provide through the Employer any information required on his personnel and construction equipment and their movements.

4.27 UNEXPLODED MINES

Add new Sub-clause 4.27 as follows:

The Contractor's attention is drawn to the fact that the Jordanian Military Authorities have encountered unexploded mines on the Site, notwithstanding systematic clearance. Therefore the Contractor shall be responsible for ensuring that movement of personnel is restricted to existing roads and dikes.

The Contractor shall report immediately to the Employer the finding of any suspicious object and shall take action to avoid danger by advising the Employer who in turn contacts the Military Authorities to deal with the object and agree that work may continue in the area concerned.

6. STAFF AND LABOUR

6.4 LABOUR LAWS

Delete the first paragraph of this Sub-clause and replace with the following:

The Contractor shall comply with all laws and regulations regarding the employment of labour in Jordan, including any such laws or regulations that come into force after the date of the Tender.

The Contractor shall submit with every Interim Payment Certificate proof of compliance with the Labour Laws Article 46 for all staff that is assigned or has been assigned to the project, including regular salaries and overtime. With the submission of the respective Interim Payment Certificate, the verifiable salary statements up to the end of the each month

6.5 WORKING HOURS

Add the following paragraph at the end of Sub-clause 6.5:

The Contractor shall comply with the provisions of the Labour Law and the regulations of Security Authorities in respect of the working hours.

The Contactor shall comply with the provisions of the Labour Law and the regulations of Security Authorities in respect of the working hours. Salaries of the operators and labour involved in the Contract shall be paid within 7 days of the following month. Monthly Interim Payment Certificates (IPCs) shall include proof of the timely and full payment of salaries. In case of delayed payment of salaries, a daily deduction shall be applied on the full amount of each payment 1000 JOD/day and not exceeding 15% of the interim payment.

The working days/hours are from Saturday to Thursday (6 days a week), from 8:00 a.m. up to 16:00 o'clock, excluding the lunch break (not paid), unless agreed otherwise by the Employer.

The competent men to act as surveyor assistance, sample collector, general labour, office assistance, shall be considered for payment on the basis of a monthly rate. The Working days considered for payment to the contractor, shall be considered the actual daily working hours based on the approved time sheets. Public Holidays shall be considered for payment to the Contractor excluding the annual leave and sick leave.

The Contractor shall allow the Employer ample time to coordinate and provide any necessary arrangement and security permits for extended working hours.

Add new Sub-clauses 6.12 to 6.22 as follows:

6.12

EXPATRIATE LABOUR

The Contractor shall, in accordance with his compliance with the regulations and special instructions for the employment of local and expatriate labour, maintain the current required ratio between local and expatriate labour, and shall carry out himself the necessary procedures for obtaining the required visas, residence permits, work permits and all other permissions required for the residence, employment and repatriating of expatriate personnel. The Employer shall provide assistance in obtaining such visas, residence permits etc. but without thereby incurring any liability towards the Contractor.

6.13

REPATRIATION OF LABOUR

The Contractor shall be responsible for the return to the place where they were recruited, or to their domicile, of all persons that he has recruited and employed for the purposes of or in connection with the Works and he shall maintain such persons as are to be so returned in a suitable manner until they have left the Site or, in the case of persons who are not nationals and who have been recruited outside Jordan, have left Jordan.

6.14

BURIAL OF THE DEAD

The Contractor shall make any necessary arrangements for the transportation, to any place required for burial, of any of his expatriate employees during his employment or any member(s) of their families who may die in the country. The Contractor shall also be responsible for making any arrangements in respect to burial of any of his local employees who may die while engaged upon the Works.

6.15 HOLIDAYS AND RELIGIOUS CUSTOMS

The Contractor shall, in all dealings with labour in his employment, have due regard to the working hours prescribed in the labour law for the time being in force, and shall observe the weekly days of rest, public holidays and recognized religious customs and holidays.

6.16 EPIDEMICS

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the public health authorities or any other official body for the purpose of dealing with and overcoming the same and shall provide all necessary preventive precautions.

6.17 MEASURES AGAINST INSECT AND PEST NUISANCE AND VERMIN CONTROL

The Contractor shall at all times take the necessary precautions to protect his Contractor's Personnel employed on the Site from insect nuisance, rats, and other pests and reduce the dangers to health and the general nuisance caused by the same. The Contractor shall take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in these respects including the use of vermin extermination and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the site. Such treatment shall be carried out at least once a year or as instructed by the Employer. The Contractor shall warn his Contractor's Personnel of the dangers of local hazards.

6.18 HYGIENE

The Contractor shall provide adequate hygienic conditions with respect to garbage collection and sewage disposal at the living quarters of his Contractor's Personnel on the Site.

6.19 ALCOHOLIC LIQUOR OR DRUGS

The Contractor shall not bring into the Site, nor allow the importation on to the Site or to any accommodation provided for his Personnel, any alcoholic liquor or narcotic drugs, nor permit the use or disposal of the same by his agents, employees, servants or any of his sub-contractor's workmen and servants.

6.20 ARMS AND AMMUNITION

The Contractor shall not bring to the site or use on it, any arms, ammunition or explosive materials prohibited by law, and shall prevent his Contractor's Personnel, agents, employees, servants or any of his sub-contractor's workmen and servants from having or using such arms and ammunitions on Site.

7. PLANT, MATERIALS AND WORKMANSHIP

7.4 TESTING

Add the following at the end of Sub-clause 7.4:

To clarify what is stated in this Sub-clause, the Contractor shall bear the costs of tests stated in the Contract included in the Specifications and applicable standards.

The Contractor shall provide and install the laboratories required by Specifications or by any other Contract Document.

8. COMMENCEMENT, DELAYS AND SUSPENSION

8.3 PROGRAM

Add the following at the end of Sub-clause 8.3:

The program shall fully comply with the requirements contained in the Specifications. The program shall show, in addition to the said requirements, main labour and equipment resources for each activity, and the assumed productivity for each resource. It shall also show the required dates for possession of parts of the Site related to specific sections of the Work, and the dates on which the Contractor expects to deliver the various parts to the Employer upon completion.

When preparing his revised program, the Contractor shall comply with the requirements prescribed in the Contract for the original program. The program shall be submitted within 14 days from the Employer's instruction to revise the program. The Contractor shall give consideration to any remarks or objections raised by the Employer on his revised program, and shall amend and resubmit within 7 days from receiving such remarks or objections.

8.4 EXTENSION OF TIME FOR COMPLETION

Add the following paragraph at the end of Sub-clause 8.4:

In determining any extension of the Time for Completion under this Sub-Clause, the Employer shall be entitled to take into account the effect of

- work omitted by any instruction issued by him pursuant to Clause 13 and any delays for which the Contractor is responsible.
- 8.6 Rates of Progress

Add at the end of the sub clause:
“ if the Contractor fails to comply with the required rate according to the revised schedule then the Employer has the rights to exercise in accordance with sub clause 15.2

- 8.7 DELAY DAMAGES

Delete the first sentence of the second paragraph.

Add the following at the end of Sub-clause 8.7:

The delay damages shall be payable in the currency in which the Contract Price is payable.

9. TESTS ON COMPLETION

NOT APPLICABLE

12. MEASUREMENT AND EVALUATION

- 12.1 WORK TO BE MEASURED
NOT APPLICABLE

- 12.2 METHOD OF MEASUREMENT

Delete this Sub-clause and replace with the following:

The Works shall be measured in accordance with the Method of Measurement and in accordance with the descriptions of items and preambles stated in the Bill of Quantities.

- 12.3 EVALUATION

Delete and replace with the following:

The Employer may order any addition to or omission from the work to be performed or order any other change in the Works and the Contractor shall promptly comply with such order. Any such order shall be in writing or shall be promptly confirmed in writing by the Employer if issued verbally. Whenever possible, the monetary value of the variation shall be agreed between the Employer and Contractor before it is implemented and shall be valued at rates and prices entered in the Bill of Quantities where such rates and prices are applicable to the varied work and on a fair and reasonable basis where such rates and prices are not applicable. If the monetary value of the variations is within plus

or minus twenty five percent (25%) of the total Contract Price, the agreed unit rates in the Bill of Quantities shall remain unchanged.

13. VARIATIONS AND ADJUSTMENTS

13.3 VARIATION PROCEDURE

Add the following at the end of Sub-clause 13.3:

The Contractor shall realize that the formal issuance of variation orders requires the Employer's Approval.

14 CONTRACT PRICE AND PAYMENT

14.1 THE CONTRACT PRICE

Delete 14.1 (c) and replace with the following:

(c) Any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:

This is a Service Agreement. Therefore, the quantities in the Bill of Quantities are only provisional. The actual quantities may be very different and even be zero (0), or 10 (or more) times the noted quantities. In case the measured quantity of any item is increased or decreased from the quantity stated in the Bill of Quantities or any other priced schedule, the applicable rates will stay the same. This means that for the full duration of the Contract, deviations in the actual quantities from the quantities stated in the Bill of Quantities will not entitle the Contractor for any changes in the rates offered by the Contractor and accepted by APC in the Contract Agreement.

Delete 14.1 (d) and replace with the following:

The Contractor shall have submitted with his Tender the following information concerning the Contract Price:

- (i) a breakdown of all lump sums included in the Tender;
- (ii) a breakdown of all unit rates and prices contained in the priced Bill of Quantities, showing the costs of labour, Materials, Plant, Contractor's Equipment and other charges, and
- (iii) a breakdown of unit rates of the daywork schedules.

The Engineer shall have the right to request, and the Contractor shall provide a further breakdown of all unit rates and prices including a detailed breakdown of any other charges.

The breakdowns provided under this sub-paragraph shall be used by the Engineer in agreeing or determining derived or new rates and prices under *Sub-Clause 12.3 (Evaluation)*, where appropriate, and may be used by the Engineer for preparing Payment Certificates.

14.2 ADVANCE PAYMENT

Delete Sub-clause 14.2 and substitute the following:

- (a) Upon receipt of confirmation from the Contractor that the following matters have been carried out by him:
- (i) Payment of stamps revenue dues and university fees and additional fees;
 - (ii) Submittal of Performance Security in accordance with Sub-Clause 4.2;
 - (iii) Application for the Advance payment has been made, and
 - (iv) provision of an approved bank guarantee for the advance payment in the full amount of the advance payment issued by a bank located in Jordan or a foreign bank that is licensed or allowed to business in Jordan, in terms similar to the form annexed to the Tender and Contract Particulars.

The Advance payment shall be repaid through percentage deductions at a rate of 10% from the Interim payments certified by the Employer in accordance with this Sub-clause until such time as the advance payment has been fully repaid; always provided that the advance payment shall be completely repaid prior to a time when 80 percent of the Contract Price has been certified for payment.

Provided that upon issue of the Taking Over Certificate for the whole of the Works or upon termination under Clauses 15 or 16, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer. The amount of the advance payment guarantee shall be progressively reduced as the advance payment is repaid.

- (b) The advance payment shall be used by the Contractor exclusively for mobilization expenditures, including the acquisition of Equipment, Plant and Materials in connection with the Works. The Equipment and Plant supplied to the Site shall be in good condition and suitable for use and of such type, size, and capacity appropriate for carrying out the Works, and must be insured in accordance with the Conditions of the Contract.

Should the Contractor misappropriate any portion of the advance loan, the Employer shall have the right to confiscate the Advance Payment Guarantee notwithstanding any objection on the part of the Contractor.

14.3 APPLICATION FOR INTERIM PAYMENT CERTIFICATES

Delete from item (f) the words starting from "or otherwise" in line 2 till the end.

Delete item (g) from the end of Sub-clause 14.3, and substitute by the following:

- g) the deduction of the amounts that have been paid to the Contractor as certified in all previous payment certificates.

Add the following to the end of Sub-clause 14.3:

The Contractor shall notify the Employer when he submits the statement to the Employer in its complete form.

The contractor should submit with each interim payment , a clearance from the Social Security that the Contractor has registered the staff work for him and he has fulfilled his obligations in regard and paid all the entitlements due”

14.6 ISSUE OF INTERIM PAYMENT CERTIFICATES

Add the following at the end of Sub-clause 14.6:

Without limiting the Employer's power under this Sub-Clause, the Employer shall have power to reduce the value of any interim certificate if, in his opinion, the Contractor is not observing his responsibilities with regard to the following:

- (a) provision of shop drawings, samples and the like under Sub-clauses 4.1 and 7.2;
- (b) provision of or revisions to the program and resource schedules under Sub-clause 8.3;
- (c) health and safety measures under Sub-clauses 4.8 and 6.7;
- (d) provision or renewal of insurances under Clause 18;
- (e) compliance with statutes and regulations under Sub-clause 1.13;
- (f) provision of temporary facilities for the Employer and Employer, and
- (g) provision of Contractor's specified personnel under Sub-clauses 4.3 and 6.9.

14.8 DELAYED PAYMENT

Delete the 2nd paragraph, and substitute the following:

The financing charges shall be calculated at a percentage of 5% per annum, shall be adjusted, either by increasing or by decreasing, according to any modifications enacted on the law hearings of civil cases and shall be paid in the currencies defined.

14.10 STATEMENT AT COMPLETION

Add the following at the end of this Sub-clause:

The Contractor shall submit a Discharge Statement in the form attached to these conditions (Form of Discharge Statement for the Payment after taking over of the Works).

14.11 APPLICATION FOR FINAL PAYMENT CERTIFICATE

Amend item (b) to be:

Any further sums which the Contractor considers due to him under the Contract concerning new occurrences after issuing the Taking-Over Certificate.

14.12 DISCHARGE

Add the following after "Performance Security":

", or Defects Liability Guarantee, as the case may be"

14.13 " Banks/Third party commitment"

It should be noted that the Employer will not address any commitment to any bank and or and third party that he is going to pay any monies on the Contractor behalf."

15.1 Notice to Correct

1st line Add after word "obligations "including "Environment, Health and safety regulations"

15.2 Termination by Employer

Add bullet C (iii) fails to comply with sub clause 8.6

16. SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 CONTRACTOR'S ENTITLEMENT TO SUSPEND WORK

Delete the first paragraph of Sub-clause 16.1 and replace with following:

If the Employer fails to certify in accordance with Sub-clause 14.6, or the Employer does not comply with the time for the Contractor's due payments in accordance with Sub-clause 14.7, the Contractor may, after giving not less than 21 days notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, or the due payment, as the case may be and as described in such notice.

Add the following paragraph at the end of this Sub-clause:

The Contractor shall, within 3 days after the date of submission of the Statement for Interim Payment, notify the Employer with the date of submission of such statement.

16.2 TERMINATION BY CONTRACTOR

Delete paragraph (a) of the Termination Conditions and reference the subsequent paragraphs (a) to (f).

17. RISK AND RESPONSIBILITY

17.8 USE OF EXPLOSIVE MATERIALS

Add new Sub-clause 17.8 as follows:

The Contractor shall carry out all the necessary procedures and take all measures and comply with the Employer's instructions, laws and regulations issued by the authorities having jurisdiction in connection with the use of explosive material, its transportation and storage and any other requirements that may be needed for executing his obligations included in this Contract. This also applies to all combustible materials or any that may have any danger in its use, transfer or storage.

The Contractor shall obtain the permits in connection with these requirements, and proceed with all communications with the authorities and the related sources prior to executing explosions for Works and shall inform the Employer or his representative of the arrangements and procedures that shall be taken for storage, transport and use of explosives, knowing that such arrangements and procedures shall not waive the Contractor's responsibility and liability according to laws, regulations and instructions in connection with explosions.

17.9 BRIBERY

Add new Sub-clause 17.9 as follows:

Bribery, in whatever form, whether made by the Contractor or any of his Subcontractors or by any of their servants to any member of the Employer's staff or the Employer's personnel, shall constitute sufficient cause for the annulment of this Contract and any other contract between the Contractor and the Employer. Such annulment shall be in addition to any legal liabilities imposed upon the Contractor. For the purpose of this Sub-clause, any commission paid or gift given to the Employer or to the Employer or to any of their servants with the objective of obtaining any modification or alteration to the Works, or to the standard of workmanship, or achieving any personal benefit, shall be deemed as a bribe.

The Employer shall be entitled to collect any damages due to him in respect of any loss arising from the annulment of the Contract, and to deduct such relevant amounts as aforesaid either from moneys due to the Contractor from the Employer, or from the guarantees submitted by the Contractor.

17.9.1 Other Payments

- (a) Contractor has fully disclosed in the declaration for other payments attached to this Contract 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 Government Person (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 agree promptly to disclose to The First Party (The Employer) in writing the existence of any Third Party Payments including without limitation, a detailed description of the basis thereof, upon the earliest to occur of Contractor making or being obligated to make, any such Third Party Payments.
- (b) In the event of any violation or breach of the provisions of Sub-clause 17.9.1 (a) The First Party (The Employer) at its sole option and discretion shall take all or any of the following actions:
- (i) Terminate the Contract, in which event the provisions of Clause 15 shall apply, 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 First Party (The Employer), which demand Contractor hereby irrevocably agrees to honour, an amount equal to two times the amount of any Third Party Payment, it being the intention, subject to Sub-clause 17.9.1 (d) below, that the aggregate of amounts to which The First Party (The Employer) is entitled under Sub-clause 17.9.1 (b) shall not exceed the amount which is two times the amount of all Third Party Payments.
- (c) The Contractor agrees that provisions substantially similar (but in no event less restrictive) to Sub-clause 17.9.1 (a) and 17.9.1 (b) above shall be incorporated by Contractor in all agreements with Contractors subcontractors, suppliers or consultants arising out of or relating to this Contract, and shall also expressly provide that same may, at The First Party (The Employer's) sole discretion, be enforced directly by The First Party (The Employer). The Contractor further agrees promptly to supply to The First Party (The Employer) true and complete copies of such agreements together with evidence of their inclusion in such agreements, forthwith upon the entering into by Contractor of such agreements.
- (d) Nothing in this Section shall expressly or impliedly make lawful or permissible any Third Party Payments that are otherwise

prohibited under applicable law or regulations. The rights and remedies of the First Party (The Employer) under this are in addition to and not in derogation of any other rights The First Party (The Employer) may have under applicable law or regulations.

- (e) This Sub-clause shall survive the termination of this Contract.

17.9.2 Prohibited Payments

- (a) Contractor hereby represents and warrants to the First Party (The Employer) in the attached declaration for prohibited payments 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 First Party (The Employer) (collectively, "Prohibited Payments"), including without limitation any official, employee, agent or representative (whether or not acting in an official capacity) of the First Party (The Employer) (a "Government 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 behalf of Contractor, its subcontractors and its or their employees, agents or representatives, to any Government Person in connection with the amendment, modification, renewal, extension or performance of this Contract.
- (b) In the event of any violation or breach of the provisions of Sub-clause 17.9.2(a) of this clause, The First Party (The Employer) at its sole option and discretion shall take all or any of the following actions:
 - (i) Terminate the Contract, in which event the provisions of Clause 15 shall apply, 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 Payment, and/or
 - (iii) demand that Contractor pay forthwith to The First Party (The Employer), which 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 Sub-Clause 17.9.2 (d) below, that the aggregate of all amounts to which The First Party (The Employer) is entitled under Sub-Clause 17.9.2(b) shall not exceed the amount which is two times the amount of all Prohibited Payments.
- (c) The Contractor agrees that provisions substantially similar (but in no event less restrictive) to Sub-clause 17.9.7(a) and 17.9.2(b) above shall be incorporated by Contractor in all agreements with Contractor's subcontractors, suppliers or consultants arising out of or relating to this Contract, and which Provisions shall also expressly provide that the same may, at The First Party's (The

Employer's) sole discretion, be enforced directly by The First Party (The Employer). The Contractor further agrees promptly to supply to The First Party (Them Employer) true and complete copies of such agreements together with evidence of their inclusion in such agreements, forthwith upon the entering into by Contractor of such agreements.

- (d) The rights and remedies of The First Party (The Employer) under this Sub-clause are in addition to and not in derogation of any other rights The First Party (The Employer) may have under applicable law or regulations.
- (e) This Sub-clause shall survive the termination of this Contract.

18. INSURANCE

18.1 GENERAL REQUIREMENTS FOR INSURANCES

Add at the end of the seventh paragraph after “Employer” the words “and the Contractor shall supply the Employer with original of such evidence or policies. The insurer shall keep the Employer informed of all modifications introduced to the policy post issuance by direct communication. The Contractor shall not modify the approved policy without the prior approval of the Employer and Employer.”

Add at the end of the sixth paragraph after item (b) new item “(c) a statement from the Insurance Company that the various insurance requirements clauses of the Contract have been complied with and are fully covered by the policy issued.”

Insert at the end of the second paragraph:

The Contractor shall be the insuring party, and the insurance policy shall include provisions for cross-liabilities between the Employer and the Contractor as two separate entities in the insurance policies.

18.2 INSURANCE FOR WORKS AND CONTRACTOR'S EQUIPMENT

Delete “. . . And profit” from line three of the first paragraph.

Add new sub-paragraph 18.2(f) as follows:

In case of any damage to the Works or any materials or Plant or Temporary Works due to Risks covered by the insurance policies, the Contractor shall, as soon as possible, carry out the repairs and the making good of the defects. If the value of the compensation is greater than the amounts paid by the Contractor, then these amounts shall be paid to the Contractor; and if it is less than the cost of repair, then the difference shall be borne by the party responsible for the loss.

The replacement value and the additions on it shall be equal to 115% of the Accepted Contract Amount.

18.3 INSURANCE AGAINST INJURY TO PERSONS AND DAMAGE TO PROPERTY

Add the following at the end of Sub-clause 18.3:
All deductibles shall be borne by the Contractor.

18.4 INSURANCE FOR CONTRACTOR'S PERSONNEL

Add the following at the end of Sub-clause 18.4:

"Social Security Insurance" is accepted as part of the insurance for the employees and workers against accidents if the Contractor subscribes in their names with the Social Security Corporation and pays their dues in the specified times.

However, the Contractor must insure them to cover his total liability under this Sub-clause.

The Contractor shall immediately notify the Employer in writing about any accident which occurs on Site if it results in an injury to any of the labourers or employees or damage to property, and he shall provide him with the details and the affidavits of witnesses. Also, the Contractor shall inform the concerned authorities about such accidents when and if the laws and regulations so require.

20. CLAIMS, DISPUTES AND ARBITRATION

20.2 APPOINTMENT OF THE DISPUTE ADJUDICATION BOARD

In addition to Sub-clause 20.2 of the General Conditions, the provisions of the Dispute Adjudication Board shall be applied as follows:

- (a) The DAB may be appointed during the Works, but the Board's members shall not proceed with their role until a dispute has been created and referred for resolution.

20.6 ARBITRATION

Delete the 1st paragraph starting with the words "Unless settled" and ending with ".... In Sub-clause 1.4 [Law and Language]" and replace with the following:

"Unless settled amicably, any dispute in respect of which the DAB'S decision (if any) has not become final and binding shall be settled by arbitration according to the following:

- (a) The place of arbitration shall be in Jordan;
- (b) The dispute shall be finally settled under the Jordanian Law of Arbitration;
- (c) The dispute shall be settled by a sole arbitrator or three arbitrators appointed in accordance with the Ruling Law as set in Appendix To Tender, and

- (d) The arbitration shall be conducted in the language of communications defined in Sub-clause 1.4.

Provided that, without the written consent of the Employer, arbitration shall not be entered into until after the completion of the Works under the Contract.

ADDITIONAL CLAUSES

Add the following new Clauses 21 to 26 (inclusive):

- 21 Not Used.
- 22 INCOME TAX AND DUES
- 22.1 LOCAL TAXATION
- The prices bid by the Contractor shall include for all customs duties, import dues, sales taxes, income tax and other taxes that may be levied in accordance with the laws and regulations in force in Jordan at a date 28 days prior to the closing date for tenders.
- 22.2 FOREIGN TAXATION
- The Tender Price submitted by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, materials and supplies to be used on or furnished under the Contract, and on the services performed under the Contract.
- 23 IMPORT AND CUSTOMS LAWS AND REGULATIONS
- 23.1 The Accepted Contract Amount shall be deemed to include all customs duties and charges, import duties, business taxes, income and other taxes that may be levied in accordance with the Laws and regulations in the Country on Materials and Plant (permanent, temporary and consumable) to be used or furnished under the Contract and on the services performed under the Contract.
- 24 EXEMPTIONS AND TEMPORARY ENTRY
- 24.1 The Contractor may be allowed to import into Jordan free of import and customs duties his Constructional Plant on temporary basis needed to execute the Works.
- 24.2 Temporary entry shall not be permitted for cars, pick-ups and similar personal carrying vehicles, offices and residential equipment and supplies or furniture, tools essential spare parts and other consumables, import and

customs duties and other charges and dues shall be paid by the Contractor, the cost of which shall be deemed to be included in the Contract price.

- 24.3 The Contractor shall arrange for import licenses in his name for his Constructional Plant needed for the execution of the Works as certified by the Employer, provided that the Contractor will be required to deposit at his cost a Bank Guarantee with and in favour of the Ministry of Finance - Customs. The amount of this Bank guarantee shall be equivalent to the customs duties that would accrue on the imported items if they have been imported for trade inside Jordan. The Bank guarantee shall be issued from a Bank registered in Jordan. The Contractor shall bear all incidental clearance expenses required.
- 24.4 Upon satisfactory completion of all import documents, the Contractor shall notify the Employer in advance of arrival in Jordan of imported items; the Contractor will be allowed to clear these items from the customs area on a Temporary Entry Basis.
- 24.5 The Contractor shall bear all expenses including shipping costs, landing charges, and all other costs incurred in the importation and the exportation of his Constructional Plant required in execution of the Contract.
- 24.6 All Contractor's Constructional Plant and all other items imported on temporary basis and not so incorporated in the permanent Works but they are needed for execution of the Works, shall be re-exported outside Jordan upon completion of the Works, not later than six months after completion. The respective Bank guarantee will be released upon the presentation of formal evidence from Jordanian Customs authorities certifying that these items have been re-exported, or in the absence of such evidence upon payment of all duties.

25 DETAILS TO BE CONFIDENTIAL

The Contractor shall treat the Contract Documents and details of the Contract as private and confidential and save in so far as may be necessary for the purposes of the Contract, shall not disclose the same or any particulars thereof to any person, nor publish any particulars thereof in any trade or technical paper, publicity material or elsewhere without the consent of the Employer. All documents provided to the Contractor shall be used only for the purposes of the Contract.

26 ENTRANCE PERMITS

The Contractor shall obtain entrance permits for his employees and his vehicles from the concerned Department at the Employer's facilities.

APPENDICES TO TENDER

APPENDIX TO TENDER

DECLARATION TO COMPLY WITH THE APC SAFETY AND ENVIRONMENT POLICIES
AND ITS LOCAL REGULATIONS

COMPLIANCE LIST OF ENVIRONMENT AND SAFETY REQUIREMENT

DECLARATION FOR OTHER PAYMENTS

DECLARATION FOR PROHIBITED PAYMENTS

SCHEDULE 1 - MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT

SCHEDULE 2 - KEY PERSONNEL

SCHEDULE 3 – SUBCONTRACTORS (N/A)

SCHEDULE 4 – MANUFACTURERS

SCHEDULE 5 - PROGRAMME AND METHOD STATEMENT

SCHEDULE 6 - SCHEDULE OF MAJOR MATERIALS SUBMITTAL

FORM OF TENDER GUARANTEE (SECURITY)

CONTRACT AGREEMENT

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

FORM OF ADVANCE PAYMENT GUARANTEE

DISPUTE ADJUDICATION AGREEMENT

APPENDIX OF ADJUDICATION AGREEMENT

DISCHARGE OF THE INTRIM PAYMENT AND TAKING-OVER

DISCHARGE STATEMENT

APPENDIX TO TENDER

Note: with the exception of the items for which the Employer's requirements have been inserted, the following must be completed before the Tender is submitted.

Item	Sub-clause	Data
Employer's name and address	1.1.2.2 & 1.3	Arab Potash Company P.O. Box 1470 Amman 11118 Jordan Tel. 962 6 5200 520 Fax. 962 6 5200 295
Contractor's name and address	1.1.2.3 & 1.3
Type of Contract	---	Service Agreement
Tender Security		As per tender announcement
Time for Completion of the Works	1.1.3.3	one thousand ninety-five (1095) Calendar days after the issue of The Notice to Commence
Governing Law	1.4	The law of Jordan
Ruling language	1.4	Arabic
Language for communications	1.4	English, and Arabic

Initials of signatory of Tender

Item	Sub-clause	Data
Normal working hours	6.5	as stated in the Volume 1
Total advance payment	14.2	Ten percent (10%) of the Accepted Contract Amount
Start repayment of advance payment	14.2 (a)	from the first Interim Payment Certificate
Minimum amount of Interim Payment Certificates	14.6	Twenty Thousand (20,000) JD
Currency of Tender	14.15	Jordanian Dinars (JD)
Periods for submission of insurance		
(a) Evidence of insurance	18.1	First day after the Commencement Date
(b) Relevant policies	18.1	28 days after the Commencement Date
Initials of signatory of Tender		
Maximum amount of deductibles for Insurance of the Employer's risks	18.2 (d)	All deductibles stated in the insurance policies to be provided pursuant to the Contract shall be the borne of the Contractor
Minimum amount of third party	18.3	one Hundred Thousand (100,000) JOD Insurance For any one occurrence, Number of occurrences Unlimited (except for vehicles Insurance).
Performance Bond	4.2	Bank Guarantee for ten Percent (10%) of the Accepted Contract Amount Valid until the issuance of "Performance Certificate"

Interim Payments

(.....) percent
in Jordanian Dinars
(.....) percent in
(.....)

Initials of signatory of Tender

**DECLARATION TO COMPLY WITH THE
APC SAFETY AND ENVIRONMENT POLICIES
AND IT'S LOCAL REGULATIONS**

Civil Works Service Agreement

IFB NO. 202401903

To: Arab Potash Company Ltd.
Amman — Jordan

We hereby offer our unreserved declaration that we undertake and agree to comply in full with Employer's Safety and Environment Policies in addition, we also hereby declare that we have reviewed the requirement and regulation available at Employer's offices and we undertake and agree to comply in full with the requirements.

Dated this day ofof the year

Signature

.....

In the capacity of

.....

duly authorized to sign bids for

.....

.....

Address

.....

.....

Witness

.....

Occupation

.....

Address

.....

.....

COMPLIANCE LIST OF ENVIRONMENT AND SAFETY REQUIREMENT

IFB NO.: 202401903

Contractor Name:.....

Scope of Contract: Address:

Contractor's Signature:

Item #	Environment OH&S REQUIRMENT	Compliance (Y/N)	Remarks
1	A copy of OH&S policy is available upon request of the Contractor		
2	A copy of Hazard Identifications, Risk Assessment & Risk Control (HIRARC) for Contractor Activities Communicated to them.		
3	The Contractor was informed Consultant & Communication for OH&S & Environment Procedures.		
4	Procedure related to the Identification of OH & S Risks, Aspects of Goods, and Services Purchased Communicated to the Contractor.		
5	A copy of Emergency & Preparedness Plan Communicated to the Contractor.		
6	Conduct Safety Inspection for Contractor Work Place.		
7	A copy of Structure & Responsibilities toward Environment, OH&S for Contractor Staff.		
8	A copy of safety Instruction for Contractors Communicated to the Contractor.		
9	Procedure for Legal & Other requirement related to Environment OH&S available upon Contractor Request.		

Prepared by :

Position

Signature :

Date

DECLARATION FOR OTHER PAYMENTS*

Civil Works Service Agreement

IFB NO. 202401903

I, We, the undersigned,

declare that we have read and comprehended the provisions under Sub-clause (17.9.1) of the particular conditions related to this Contract and in compliance with this Sub-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 Employer Person\Employer Person (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 (ii) hereby covenants and agrees promptly to disclose to The First Party (The Employer) 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.

Contractor's Name

Name of authorized signatory

Signature

Seal

* Contractor is required to submit a declaration for other payments in a separate envelope whether such payments have been paid or not. The offers of all contractors that do not include such declaration will be rejected.

DECLARATION FOR PROHIBITED PAYMENTS*

Civil Works Service Agreement

IFB NO. 202401903

I, We, the undersigned,.....

declare that we have read and comprehended the provisions under Sub-clause (17.9.2) of the particular conditions related to this Contract and in compliance with this Sub-clause; we enclose a declaration properly signed and sealed representing and warranting to The First Party (The Employer) 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 First Party (The Employer) (collectively, "Prohibited Payments"), including without limitation any official, employee, agent or representative (whether or not acting in an official capacity) of the First Party (The Employer) (a "Employer Person\Employer Person"), in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and (ii) 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 Employer Person\Employer Person in connection with the amendment, modification, renewal, extension or performance of this Contract.

Contractor's Name

Name of authorized signatory

Signature

Seal

* Contractor is required to submit a declaration for prohibited payments in a separate envelope whether such payments have been paid or not. The offers of all contractors that do not include such declaration will be rejected.

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 202401903** 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.202401903**

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.

SCHEDULE 1*

MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT

Description (Type, Model, Make)	No of each	Year of Manufacturing	Owner or leased	Estimated value CIF	Power Capacity rating
------------------------------------	---------------	--------------------------	--------------------	------------------------	--------------------------

* The Tenderer shall enter in this Sheet under appropriate headings all major items of Contractor's Equipment which he proposes to bring on Site for the execution of the Works, Main equipment axle loads, and dimensions, and to attach full detailed specification with catalogues.

SCHEDULE 2*

KEY PERSONNEL

Designation	Name and nationality	Summary of Experience	Qualifications and present occupation
Designation	Name and nationality	Summary of Experience (years)	Qualifications and present occupation
Project Manager			
HSE Manager			
Surveyor			
Site Civil Engineer			
Quantity Surveyor Engineer			
Site Forman			

Headquarters

Partner/Director
in charge

Other key staff
(List Below)

* The Tenderer shall list in this Sheet the key personnel that he proposes to employ at headquarters and on site to supervise the Works, together with their qualifications, experience, positions held and nationality.

SCHEDULE 3*
SUBCONTRACTORS

Element	Approximate Value	Name and Address of subcontractors	Statement of similar works previously executed
---------	-------------------	------------------------------------	--

* The Tenderer shall list in this Sheet those parts of the Works (and their approximate values) for which he proposes to employ subcontractors, together with the names and addresses of the proposed subcontractors. The Tenderer shall also enter a statement of similar works previously executed by the proposed subcontractors, including description, location and value of work, year completed, and name and address of employer\Employer. Notwithstanding the provision of this information, the Tenderer, if awarded the Contract, will be required to submit to the Employer for his consent applications to subcontract any part of the Works as stated in the Conditions of Contract, as Contract award will not necessarily constitute consent to this Sheet.

SCHEDULE 4*

MANUFACTURERS

Goods or materials	Name of manufacturer
--------------------	----------------------

* The Tenderer shall enter in this Sheet the names of manufacturers (and, where appropriate, model numbers and origin) of major items of materials, Plant and goods that he proposes to incorporate in the Works. Notwithstanding the provision of this information, the Tenderer, if awarded the Contract, will be required to submit to the Employer materials, Plant and goods for approval, as required by the Specification, as Contract award will not necessarily constitute approval of this Sheet.

SCHEDULE 5*

PROGRAMME AND METHOD STATEMENT

Notwithstanding the provision of this Sheet, the Tenderer, if awarded the Contract, will be required to submit new detailed program and method statement pursuant to Sub-clause 8.3 of the Conditions of Contract for the Employer's consent, as Contract award will not necessarily constitute consent to this Sheet which will not be considered to constitute the submission required under the said Sub-clause 8.3.

* The Tenderer shall provide preliminary details of his proposed program for execution of the Works. The program shall be in the form of a bar chart showing the principal activities and their durations. The Tenderer shall also submit the detailed method statement for execution of the proposed works.

SCHEDULE 6*

SCHEDULE OF MAJOR MATERIALS SUBMITTAL

The Tenderer shall submit with his tender details of all major materials that have been selected by him and which are in conformance with the Contract Specifications.

The Tenderer shall submit catalogues and brochures for all materials that are to be included here below.

The following are the major materials:

* The Tenderer shall enter in this Sheet the names of manufacturers (and, where appropriate, model numbers and original) of major items of materials, Plant and goods that he proposes to incorporate in the Works. Notwithstanding the provision of this information, the Tenderer, if awarded the Contract, will be required to submit to the Employer materials, Plant and goods for approval, as required by the Specification, as Contract award will not necessarily constitute approval of this Sheet.

SCHEDULE 7*

SCHEDULE OF PREVIOUS CONSTRUCTION EXPERIENCE IN SIMILAR CONTRACTS

The Tenderer shall submit with his Tender details of previous experience obtained in contracts of similar works and complexity. Such contracts shall have been completed during the last 10 years counting from 31st August 2023. The information shall be provided in the format of table 7.1 to table 7.3 specified below.

Table 7.1 General Contract Information on Previous Construction Experience

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Table 7.2 Specific Contract Information on Previous Construction Experience

Similar Contract No.	Information
Description of the similarity in accordance with ITT 25.7.1 (previous experience works):	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	
Description of the key activities in accordance with ITT 25.7.1 (previous experience works):	
a. Pipeline construction works of DN400 or over	
b. Concrete Works	
c. Structural Steel Works	
d. Electro-mechanical works in pumping stations	

* The Tenderer shall enter the relevant contract information in table 7.1 and 7.2. For each contract experience a separate form, consisting of table 7.1 and 7.2 shall be submitted.

FORM OF TENDER GUARANTEE (SECURITY)

Civil Works Service Agreement

IFB NO. 202401903

To: Arab Potash Company Ltd.
Amman – Jordan

We have the honour to inform you that we guarantee in your favour Messrs

.....

.....

of

for the amount of(..... J.D.) in order to allow them to submit a tender for the construction, completion, maintenance and delivering up of the above named Works. This guarantee shall remain valid for a period of Two Hundred And Ten (210) days starting on.....

In the event of Messrs withdrawing their tender, or refusing to accept arithmetical corrections to his tender, or failing to execute the Agreement when called upon so to do before the expiration of the period of validity of this letter of guarantee, or failing to produce a Performance Bond in accordance with the Conditions for Tender and Conditions of Contract when called upon so to do we irrevocably undertake to pay to you upon your first written demand and without any notarial warning or judicial proceedings, notwithstanding any objections on the part of the said Messrs

the aforesaid sum of Jordanian Dinars (..... J.D.) in cash.

Dated this day of 2021

Signature

In the capacity of

duly authorized to sign this Tender Guarantee for and on behalf of

Address

.....

Witness

Occupation.

Address

CONTRACT AGREEMENT

Civil Works Service Agreement

IFB NO. 202401903

THIS AGREEMENT made the day of the month of 2021

BETWEEN

THE EMPLOYER:

as the First Party,

AND

THE CONTRACTOR:

as the Second Party.

WHEREAS the Employer desires that the Works known as - **civil works service agreement IFB NO. 202401903** should be executed by the Contractor, and has accepted a Tender by the Contractor to the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed in their entirety as part of this Agreement, viz:
 - The Letter of Acceptance dated
 - The Priced Letter of Tender dated and Appendix to Tender;
 - Part II of Conditions of Contract, Particular Conditions;
 - Part I General Conditions of Contract;
 - Any addenda to the Tender issued before signature of the Agreement;
 - The Specification;
 - Drawings, and
 - The Bill of Quantities and Rates and Breakdown of Unit Rates and Prices.
3. A. Contract Sum: Jordanian Dinars:
- B. Time for Completion..... Calendar Days:
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.

5. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the Parties hereto have hereunder set their respective signatures and seals the day and year first above written.

FIRST PARTY: **EMPLOYER**

SECOND PARTY: **CONTRACTOR**

Signature:

Signature:

Name:

Name:

Title:

Title:

In the presence of:

In the presence of:

Signature:

Signature:

Name:

Name:

Title:

Title:

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

FOR

Civil Works Service Agreement IFB NO. 202401903

To: Arab Potash Company Ltd.
Amman - Jordan

WHEREAS (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No..... dated to execute (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (J.D.) (being not less than Ten (10) percent of the Contractor's price stated in his tender), such sum being payable in the types and proportions of currencies in which the Contract Sum is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein and notwithstanding any objection from the Contractor and without any need for notarial warning and judicial proceeding.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Defects Notification Certificate.

Signature and Seal of the Guarantor:

Name of Bank:

Address:

Date:

FORM OF ADVANCE PAYMENT GUARANTEE

Civil Works Service Agreement

IFB NO. 202401903

To Messrs: Arab Potash Company Ltd.
Amman – Jordan

We have the pleasure to inform you that our bank,

.....

.....
has guaranteed by a financial guarantee the Contractor, Messrs

.....

.....

for the sum of JD payable in
Jordanian Dinars and other currencies, in the proportions and at the rate of exchange stipulated
in the Contract, as an Advance Payment Guarantee for IFB NO. 202401903, Pertaining to the
Project of **civil works service agreement IFB NO. 202401903**

To ensure the obligations of the Contractor for repayment of the advance payment in
accordance with the Conditions of Contract.

We undertake to deposit with you the said amount mentioned above or the remaining amount due
upon your first written demand without warning or reservation or any other condition, and
notwithstanding any objection on the part of the Contractor.

This Guarantee shall remain valid from the date of its issuance and until the repayment of the full
amount of the advance payment and shall be renewed until complete recovery of the advance
payment instalments.

Issued at:

Signature of Guarantor Bank:

Name of Authorized Signatory:

Date:

DISPUTE ADJUDICATION AGREEMENT

[for each member of a three-person DAB]

Name and details of Contract

Name and address of Employer

Name and address of Contractor

Name and address of Member

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the "DAB".

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract for Construction" First Edition 1999 published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. There are amendments to the General Conditions of Dispute Adjudication Agreement appended to this Dispute Adjudication Agreement.
3. In accordance with Clause 16 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid as follows:

A retainer fee shall not be paid; and

A daily fee of J.D. 200 per day shall be paid when a dispute has been referred to the DAB.
4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 16 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement, as one of the three persons who are jointly to act as the DAB.
5. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 16 of the General Conditions of Dispute Adjudication Agreement.
6. The payment for the member shall be 50% from each of both parties.
7. This Dispute Adjudication Agreement shall be governed by the law of the Jordan.

SIGNED BY:

for and on behalf of the Employer
in the presence of

SIGNED BY:

for and on behalf of the
Contractor in the presence of

SIGNED BY:

the Member in the presence of

Witness:.....

Name:.....

Address:.....

Date:.....

Witness:.....

Name:.....

Address:.....

Date:.....

Witness:.....

Name:.....

Address:.....

Date:.....

Appendix to Adjudication Agreement

Conditions of Adjudication Agreement

1. "The member or members" of DAB shall be appointed within 28 days from the date of the Notice to Commence. However, the duties of DAB shall not resume until a dispute arises between the parties and the referral of such dispute to DAB.
2. The appointment of the DAB may be terminated by mutual agreement of both parties, the expiry of appointment of DAB shall become effective at the date of expiry of the Defect Notification Period.
3. The member shall remain impartial and independent during the DAB's activities, and shall not give advice to any party without prior knowledge and agreement of the other party.
4. The member shall treat the details of the Contract and all the DAB'S activities and hearings as strictly and confidential and not publish or disclose them without the prior consent of both parties and shall not assign his duties to any third party nor acquire the legal or technical expertise without prior consent of both parties.
5. The member shall act fairly and impartially as between the Employer and the Contractor, giving each of them reasonable opportunity of putting his case and responding to the other's case.
6. The member shall not be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.
7. The member shall act as fairly and impartially as an expert between the Employer and the Contractor, the DAB shall conduct any hearings as it thinks fit, not being bound by any rules or procedures other than these rules and the DAB is empowered to:
 - a. decide upon the DAB's own jurisdiction, and as to the scope of any dispute referred to it;
 - b. make use of its own specialist knowledge, (if any);
 - c. adopt an inquisitorial procedure;
 - d. open up, review and revise any certificate, decision, determination, instruction, opinion or valuation relevant to the dispute, and
 - e. to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer and the Contractor and to proceed in the absence of any party, after ascertaining that he is notified properly of the date of hearing.
8. The member shall not decline the Dispute Adjudication agreement without the prior written consent of both parties and other members of the DAB (if any).
9. The member shall not be called as witness and giving evidence on any matter whatsoever relevant to any dispute arising from related to the Contract.
10. If the member does not receive payment of the amount due within the specified period of time, the member may cease him\her appointment by giving both parties a 7 days' notice to this effect.

11. If the Contractor fails to pay the member the amount to which he\she is entitled under the Dispute Adjudication Agreement, the Employer shall pay the amount due to the member which and the Employer shall recover the sums paid on behalf of the Contractor from any monies due or to become due to the Contractor.
12. The member may resign by providing of 28 days prior notice to both parties to this effect. If a member decline to act or is unable to act as result of death, disability, resignation or termination of appointment, then both parties have to appoint within 14 days a suitably qualified person as a replacement from the date of his resign.
13. All communication between parties as well as the DAB, and the communication during the Hearings shall be in the language specified under the Contract. All communication between the DAB and the Employer or the Contractor shall be copied to the other Party.
14. The DAB shall give its written decision to both parties regarding any dispute within 84 days from the date it receives the dispute from either party, or from the date on which the Dispute Adjudication Agreement has become effective in case such agreement took place after the referral of the dispute to the DAB. The DAB decision shall be reasoned and shall state that it is given under these clauses.
15. If the Member fails to comply with any obligation under Clause 3, he\she shall not be entitled to any fees or expenses hereunder and shall, without reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DAB which are rendered void or ineffective.
16. The Member shall be paid a daily fee as follows:
 - a. Each working day on Site visits, hearings or preparing decisions;
 - b. Additional expenses incurred in connection with the member's duties, including the cost of telephone calls courier charges, faxes and telexes, travel expenses and subsistence costs;
 - c. The fees shall remain fixed for the whole duration while the member is carrying out his duties, and
 - d. The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice. The Employer shall later reimburse fifty percent (50%) of the amounts of the invoices to the Contractor.
17. Any dispute or claim arising out of or in connection with this Dispute Adjudication Agreement, or the breach, termination or invalidity thereof shall be finally settled under the Jordanian Rules of Arbitration.

"Discharge of the Interim Payment at the Taking-Over"

I, we, undersigned,

Declare that we have received from.....

Amount (.....) Jordanian Dinars as an Interim Payment at the Taking-Over of
Project - **civil works service agreement IFB NO. 202401903**

Now therefore we hereby discharge and the Jordan Government from the foresaid amount, and from all amounts that we previously received on the account of the above-named Project, and we undertake to submit all details of the claims to within Eighty-Four (84) days from that date of this discharge, supported by documentary evidence (without forming a statement from of correctness of these claims), and in the event that we do not submit these claims within the foresaid duration, we hereby waive our right to claim, whatever the type and the value of this claim, and we discharge and the Jordan Government from all obligations and liabilities under the Contract.

Dated

Name

Name of the authorized signatory

Signature

Seal

Discharge Statement

I, we, undersigned,.....
.....

Declare that we have received from..... Amount
(.....) Jordanian Dinars as a Final Payment in pursuance of the
provisions of the Clauses (14.11, 14.12, and 14.13) of the General Conditions of the Contract for
Project **Civil Works Service Agreement**

IFB NO. 202401903

Now therefore we hereby declare that we have submitted all our claims regarding this project;
hence, we discharge and the Jordan Government from all
obligations and liabilities under the Contract; this statement is final and binding upon us.

Dated

Name

Name of the authorized signatory

Signature

Seal

DECLARATION OF CONFLICT OF INTEREST

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 202401903 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_ابن_ابنه_الزوج_الزوجه) والأقارب والنسب لغايات الدرجة الثانية (الجد والجدد 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 (الأصول والفروع أب_أم_ابن_ابنه_الزوج_الزوجه) أو أقاربك والنسب من الدرجة الثانية (الجد والجدد 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 (الأصول والفروع أب_أم_ابن_ابنه_الزوج_الزوجه) أو أقاربك من الدرجة الثانية (الجد والجدد 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 أو أقاربك من الدرجة الثانية (الجد والجدد 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 مديري 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

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 الامتثال لأي شروط أو قيود تفرضها شركة البوتاس العربية للحد من تضاربات المصالح الحقيقية و/أو المحتملة أو التخلص منها. وأتحمل نتيجة الإجابة غير الصحيحة وأقر بصحة ما ورد في النموذج ومرفق الإفصاح، وأتعهد بالإفصاح لاحقاً عن أي حالات تشكل تضارب مصالح حقيقي أو محتمل وسأقوم بتحديث نموذج الكشف هذا على الفور عند تغير الملابس المرتبطة به. وأدرك أن نموذج الكشف هذا ليس مستندا سرياً. 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 .

التاريخ

توقيع المناقص والختم

إسم المناقص

مرفق نموذج إقرار وكشف عن تضارب مصالح

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

التاريخ

توقيع المناقص والختم

إسم المناقص

TECHNICAL SPECIFICATIONS

1.1 Abbreviations

In the Technical Specifications, the following abbreviations, standards and definitions have been used.

1.1.1 Dimensions and Units

'mm'	means	millimetre
'cm'	means	centimetre
'm'	means	metre
'km'	means	kilometre
'mm ² '	means	square millimetre
'cm ² '	means	square centimetre
'm ² '	means	square metre
'ha'	means	hectare or 10,000 square metres
'l'	means	litre
'cc'	means	cubic centimetre
'm ³ '	means	cubic metre
'g'	means	gram
'mg'	means	milligram
'kg'	means	kilogram
'tonne'	means	1,000 kilograms.
'N'	means	newton
'kN'	means	kilonewton
'h'	means	hour
'l/s'	means	litre per second
'm ³ /s'	means	cubic metre per second
'kg/cm ² '	means	kilogram per square centimetre
'kg/m ³ '	means	kilogram per cubic metre
'°C'	means	degrees Celsius
'%'	means	per cent
'‰'	means	per thousand.
mbgl	means	metres below ground level
mAPC	means	ground level to APC local datum

1.1.2 Standards and Organisations

BS	means	British Standards
ASTM	means	American Standard for Testing Materials
AASHTO	means	American Association of State Highway and Transportation Officials
ACI	means	American Concrete Institute
ANSI	means	American National Standard Institute
ISO	means	International Standard Organisation
EN	means	Eurocode
NEN	means	Dutch National Standards
DIN	means	German National Standards

USBR means United States Bureau of Reclamation

1.1.3 Definitions

The following definitions apply to this Specification:

“Agreed Excavation level” - means the level of any excavation made under the Contract and paid for separately on which an average level has been agreed between the Contractor and the Engineer after completion of the excavation.

“Agreed Surface Level” - means the level of any fill on which an average level has been agreed between the Contractor and the Engineer, based on surveys to be performed at 25m intervals (minimum) in both directions.

“Berm” - part of a road embankment, dike, or dam not being part of the Crest.

“Crest” - the top (near “flat”) portion of a road embankment, dike, or dam that is located above the Berm.

“Slope” – the slope of a road embankment, dike or dam, connecting the Crest with its Berm or the Natural Ground Level. The upstream slope is directed to the side nearest a solar pond or in the direction of flow of a wadi flood. The downstream side is located opposite to the upstream side.

“Existing Berm”, “Existing Crest”, “Existing Slope” – refer to the geometry existing on the Date of Commencement.

“Foundation” – means the sub-soil on which an embankment, dike or dam is founded.

“Lissan Marl” - the natural deposit which is the main constituent of the Lissan Peninsula. The material is soft white calcium carbonate silt (aragonite) inter-laminated with green-grey silty clay (calcite). Pockets of gypsum crystals and hard layers of gypsum can be found in this material.

“Mud” - general word used to describe the (laminated) silty clay material found in areas of the dike foundation. The word refers to both undisturbed material and material displaced or re-moulded by construction.

“Natural Ground Level” – means the existing level of any stretch of natural ground on which an average level has been agreed between the Contractor and the Engineer, based on surveys to be performed at 25m intervals (minimum) in both directions.

“Post-construction level” - means the level to be attained on the date of handing over.

“Salt” - any material consisting of precipitates of Dead Sea brine.

“Spoil” - all material excavated from the Works which is unsuitable for use in the Permanent Works, and unusable material which is not incorporated as fill in the Permanent Works.

“Unsuitable Materials” - any material which does not comply with the specified requirements, is unfit for purpose, or is so classified by the Engineer.

“Water” - both brine and fresh water, except where the type of water is specifically stated (e.g. saturated brine water, fresh water, sweet water etc).

“Working Plan” – detailed plan of the envisaged works. This plan shall include all relevant aspects of the works and includes, but is not limited to, proposed pieces of equipment, number of rigs, a detailed planning, method statements, staffing, etc.

“Working Platform” - The working platform is the surface of compacted fill and/or excavated surface from which the slurry wall is constructed.

1.1.4 Clearance of Site

The Contractor shall maintain the Site in a neat, tidy, healthy condition. The Contractor shall clear also the sites of all Temporary Works, offices, stores, workshops, camps, mess huts and other accommodation and shall dispose of all debris in an approved manner. The limits of the areas to be cleared shall be as indicated on the Drawings, or as shall be defined by the Engineer.

The Contractor shall at all times and in all respects, take the necessary actions to protect the environment in and around the Site. The Contractor shall do his utmost to spare trees, vegetation, flora and the like. If the Engineer requires that individual trees, shrubs and hedges are to be preserved the Contractor shall do so and shall take all necessary precautions to prevent their damage.

Upon completion of all work to be performed by the Contractor on any part of the Site otherwise than in connection with the care and maintenance of the Works, the Contractor shall clear the said part of the Site as specified in relevant Clauses of the Conditions of Contract.

1.1.5 Prevention of Surface Erosion

The Contractor shall take particular care at all times to prevent surface erosion on the Site and elsewhere on land which may be affected by his operations and the Engineer may impose such reasonable limitations and restrictions upon the method of clearance and upon the timing and season of the year when clearance is carried out as the circumstances warrant it.

1.1.6 Care of Water

The Contractor shall take care of water, whatsoever the source or cause may be, in an adequate manner to ensure that the Works specified are executed in a satisfactory dry and safe manner to the approval of the Engineer.

Unless stated and specified elsewhere all measures dealing with care of water shall be considered as being Temporary Works. No claim by the Contractor for the costs of care of water will be accepted by the Engineer. After having served their purposes, the Temporary Works and plant shall be removed to the satisfaction of the Engineer.

1.1.7 Unauthorised Persons

No unauthorised persons shall be allowed on the Site. The Contractor shall instruct all unauthorised persons to keep out of the Site and shall take steps to prevent trespassing in accordance with the General Conditions of Contract.

The Contractor shall take adequate measures to prevent unauthorized people to enter the site.

1.1.8 Advertising

The Contractor shall not erect advertisements in any form within the Site or in adjoining ground without the approval of the Engineer.

1.1.9 APC Safety and Environmental Policies

The Contractor shall adhere to the APC Safety and Environmental Policies and all of APC's local rules and regulations and have their safety induction at APC Safety Department before commencing any works on site. All shall have an APC safety card readily available.

All Contractor's labour, (including operators, office labour, drivers) and staff shall be aware of the safety regulations as applicable for their works.

The Contractor will at least weekly have "toolbox" talks to ensure the up-to-date knowledge of all people on site.

All Contractor's offices, camps, workshops and facilities on site shall comply with APC and with international standards on safety and environmental protection.

The site is located adjacent to, just east of Road #65 from Aqaba to Amman. The Contractor shall take adequate measures to ensure safety of workers and equipment and to prevent interference with or risks to the traffic on road #65.

Special care and measures shall be taken to ensure safe crossing between APC Numeira gate and the works.

1.1.10 Environmental Protection

The Contractor should take care of the Environment, which shall be understood to include, but is not limited to:

- Preventing any form of contamination, spillage, disposal of debris, garbage and other wastes coming from any operations in the APC concession area;
- Preventing dust and spillage coming from the works;
- Removal of any undue materials on a weekly basis.

Environmental Protection does not include safeguarding against natural flooding of areas from natural wadi outflow.

1.2 Datum and Benchmarks

All levels in the Contract Documents are given relative to APC Datum. Benchmarks and reference points will be provided by the Employer on or near the Site in a sufficient number to enable the setting out of the Works by the Contractor. The Contractor shall check the position and levels of the benchmarks and the co-ordinates of the reference points, and then shall be fully responsible for maintaining the benchmarks in a good condition. Where it is necessary to move a benchmark or reference point because of the Works, the Contractor shall replace the benchmark or reference point to the approval of the Engineer.

The Contractor shall preserve all benchmarks and reference points and shall keep full written records of all amendments, corrections, and replacements of benchmarks and reference points available for inspection by the Engineer. The Contractor shall keep up to date a plan showing the position and elevations of all main benchmarks and co-ordinates of all main reference points and shall furnish the Engineer, with three copies of this plan and each amendment thereof.

1.3 Characterization of Soil Material

The typical strata to be expected in excavation is non-cohesive granular materials, ranging from fine sands to cobble-size particles.

1.4 Buried Utilities

Any known buried utilities are indicated on the Drawings. However, many utility connections near the industrial structures aren't mapped. The Contractor is obliged to examine all crossings with access roads and map any buried utility and take great care not to inflict any damage to existing structures and utilities.

Any damage the Contractor inflicts on existing structures and utilities should be repaired at the Contractor's expenses.

1.5 Setting Out

In amplification to the Conditions of Contract, the Contractor shall submit to the Engineer for approval, both the general and detailed methods of complete setting out of the alignments of the various structures, etc. and the calculations for curvatures and the various setting out dimensions thereby obtained from the position of the Works.

The method of surveying shall be to the approval of the Engineer. Field books and tabulated data shall be well maintained and made available for inspection and checking by the Engineer upon request.

All levels and dimensions shown on the Drawings are based upon a Lidar survey carried out in October 2022. The Contractor shall verify such information, in the presence of the Engineer, before commencing work in any section. Surveys shall be carried out at the same time as Agreed Levels are taken.

At all times, the Contractor shall give the Engineer notice sufficiently in advance but not less than 24 hours of his intention to set out.

1.6 Facilities to be Provided by the Contractor

1.6.1 General

The Contractor shall be responsible for materials, equipment, plant, machinery, tools and other facilities necessary for the completion of the Contract and as specified in the conditions of Contract, (i.e. General and Particular part). Specifically:

- The Contractor shall be responsible for providing office accommodation for his employees.
- Electrical supplies shall be the responsibility of the Contractor.

1.6.2 First Aid Facilities

The Contractor shall provide and maintain at his own expense on the Site, adequate and easily accessible first-aid facilities for treatment in case of accidents during the execution of the Works under the Contract as may be required in any relevant laws, by-laws, ordinances and regulations being in force during the Works. The places where these items are kept shall be prominently marked.

1.6.3 Laboratory Equipment

The Contractor shall provide, install, and maintain, as necessary, all laboratory and site testing facilities and equipment, together with all necessary ancillary equipment and consumables necessary to carry out the tests detailed below, in the minimum quantities also detailed below. This equipment shall be utilised by both the Contractor and the Engineer during the execution of the Works. Such equipment will remain the property of the Contractor upon completion. The Contractor shall provide at his cost all additional quantities of equipment for his own use, if he considers the minimum quantities listed below are inadequate for joint use. Upon completion or termination of the Contract, the laboratory equipment shall remain property of the Contractor.

1.6.4 Accommodation for and Assistance to Employer

1.6.5 Supply of Vehicles to the Engineer

The Contractor shall supply the following vehicle to be solely use by the Employer and his principals, employees and agents from the Commencement Date up to the end of this agreement.

- Supply and full service of 1 Minibus, 2024 Hyundai H1 (10 seats) 2500cc, automatic transmission , fully equipped/options, including reverse camera . The Contractor shall be responsible for all registration fees and providing all necessary material for the car such as fuel (fuel coupons of 400JD/month) and lubricants and service at the dealer as and when appropriate. During periods of repair or maintenance, the Contractor shall make an equivalent replacement vehicle.

The vehicles shall not be Rental vehicles. Ownership of the vehicles shall revert to the Employer at the end of the Contract. Registration fees and any other fees shall be included in the rates.

1.6.6 Maintenance of Existing Vehicles

The Contractor shall provide, service, maintain (at the official dealership) and provide all necessary material for the car such as fuel (fuel coupons up to 400JD/month/car) for Two (2) vehicles. During periods of repair or maintenance, the Contractor shall make equivalent replacement vehicles available.

1.6.7 Services to the Employer

Two (2) competent men to act, messenger, chainman, sample collector, general labour, office assistance for cleaning and waste disposal etc. and the like. The working days shall be considered at a monthly rate as stated in Clause 6.5 – working Hours.

One (1) competent man to act as a surveyor assistance with survey diploma certificate and has experience in similar works as least 5 years. The working days shall be considered at a monthly rate as stated in Clause 6.5 – working Hours.

1.6.8 Site Supervisor

One (1) competent man to act as Site Supervisor with Civil Engineering diploma certificate and has experience in similar works as least 10 years and shall be familiar with safety, logistics issues and supervision the operators on site. The working days shall be considered at a monthly rate as stated in Clause 6.5 – working Hours.

EARTHWORKS

1.8 General

This Section describes the procedures and requirements for dike construction including materials, testing, borrow areas, spoil disposal, definitions, safety of existing works, excavation, and filling procedures.

1.9 Safety of Existing Dikes and Embankments

The Contractor should be aware that vibrations from heavy traffic on or adjacent to the dike or the foreshore are likely to enhance the probability of sinkhole formation. The utilisation of light plant during filling of the first layers is advisable.

The Contractor shall take all necessary safety precautions while working in areas where old sinkholes are present along or adjacent to the alignment of the new dike structure. Any sinkhole developments are to be reported immediately to the Employer.

The Contractor shall be responsible for carrying out all remedial works, including any required to remedy incipient or actual failure, and to reinstate such failures occurring as a result of any temporary or permanent work construction or directly attributable to any of his activities.

1.10 Borrow Areas

1.10.1 General

The Contractor shall be responsible for the selection of fill materials fully compliant with the specified requirements from designated borrow areas.

1.10.2 Location of Borrow Areas

It is the Contractor's responsibility to locate suitable borrow areas, but the following borrow areas may be considered:

Lisan Peninsula Isal Fan (west of main road) Numiera Area Lisan Peninsula (east of the Brine channel) near the Bridge of Dike 1	Lisan Marl (Zone 1A) gravel and wearing course (Zones 3,4,6) Sand
	Riprap (Zone 6)

It remains the Contractor's responsibility to ascertain the classification and extent of the materials present in any approved area he may elect to work. All existing trees in borrow areas are to be preserved.

If the Contractor finds it necessary to construct an access road to a borrow area from a public road, the siting of the junction with the public road shall be to the approval of the Employer and the Contractor shall comply with the Employer's instructions, particularly regarding clearance of the obstructions to provide adequate sight lines, temporary drainage or culverts and the provision of signs and traffic control.

At all junctions between access roads and public roads, the Contractor shall provide a permanent post with a flagman to control traffic crossing the public road. The use of public roads for hauling materials will not be permitted.

1.10.3 Limits of Excavation in Borrow Areas

The Contractor shall restrict the areas to be excavated to the minimum consistent with obtaining the required volumes of material, and only material required for use in the present Contract shall be taken from the borrow areas. The floor of borrow areas on the Lisan Peninsular shall be maintained at a minimum of 2m above the maximum level of brine in the Brine Canal. A minimum of 100m of undisturbed ground shall be maintained between existing roads and the edges of borrow areas. The Lisan Cliffs and the area 100m behind the cliff line shall not be disturbed except that new access roads may be made through the cliffs at locations agreed by the Employer. Such access roads must be built to minimise visual impact to the satisfaction of the Employer.

1.10.4 Working of Borrow Areas

The Contractor shall obtain construction materials from borrow areas located on the Employer's concession land. If the Contractor wishes to make alternative arrangements, he may do so, but shall obtain the prior approval of the relevant authorities and shall be solely responsible for so doing. The Contractor shall be responsible for removing large boulders from the existing borrow areas and creating new access roads as necessary and as required by the Employer.

The designated borrow areas shall be worked as follows:

- a) Lisan Marl (for Zone 1A)

The Contractor shall carry out such trial pits and exploratory borings within the borrow areas to a depth of at least 4m for each working area and carry out such in-situ and laboratory tests, as necessary, on the materials obtained to determine the suitability of the area to produce the specified requirements.

The laminated marl shall be excavated, broken down and stockpiled in the borrow area such that it meets the requirements of Clause 6.4.2.

Marl shall be selected from the borrow area, mixed and brine added as necessary to achieve the moisture content requirements of Clause 6.9.2.

The Contractor shall note that, during previous dike-construction works, it was found that material with a too high moisture content caused problems during filling because of the development of ruts when being trafficked. It is considered that marl at a moisture content >2% higher than the Optimum Moisture Content will cause rutting.

The following method of processing the marl has previously been used and with the use of appropriate plant and equipment has been found to produce satisfactory material.

- The area of borrow was selected after excavation of trial pits or exploratory boreholes to a depth of 4m had shown that all materials were satisfactory on the basis of test results.
- The area of borrow was then ripped by dozer to a depth of between 1.5 & 1.8m, with rippers spaced at 1.5m centres. Triple ripping was carried out with the first pass being along the length of the borrow area, the second pass perpendicular to the first, and the final pass either in the original direction or at 45° to it.
- The ripped area was then sprinkled with fresh brine for a period of approximately fifty hours without flooding the area. The area was then allowed to rest for a period of 14 days. This allowed moisture penetration to depths between 1 and 2m, however, such penetration was not homogeneous.
- The material was subsequently excavated to depths not exceeding 3m and the excavated material, both wet and dry, was spread and mixed by dozer and loader to achieve a material suitable for stockpiling.

The Lisan Marl has unusual properties such that the volume after excavation and mixing will be substantially greater than the compacted volume. The Contractor's attention is drawn to the fact that the Lisan Marl can become difficult to traffic after rain or heavy dew.

b) Granular Fill Materials (for Zones 3, 4 and 6)

The granular fill materials shall be obtained from appropriate locations in the borrow areas or elsewhere to give materials of the specified grading.

The Contractor's attention is drawn to the fact that loose dry wadi sand can be difficult to traffic.

1.11 Quality of Materials

The Contractor shall submit for the approval of the Employer (but such approval shall not relieve the Contractor of any obligation under the Contract) his proposals for the selection of fill materials within the designated borrow areas with such test results as are needed to show compliance with the Specification. The results shall be presented in a manner approved by the Employer. The results of the Contractor's investigations shall be submitted at least two weeks in advance of the date by which he requires approval.

Approval of a particular volume of required excavation or borrow area shall not be deemed to include approval of all the material therein. The Employer may withdraw his approval if, on opening the excavation or borrow area the material is found not to comply with the Specification or to differ substantially from the properties indicated by submitted test results.

Materials for fill shall be excavated (or re-excavated from stockpiles), transported and placed by methods, which ensure that segregation does not occur, and that the material delivered to and placed in the Works meets specified requirements.

1.12 Stockpiles

Stockpiling of fill materials for Zones 1A, 3, 4 and 6 is mandatory. The quality of the stockpiled material will be checked by the Contractor in accordance with Clause 6.4.3. The quality of the stockpiled material will be cross-checked by the Employer at regular intervals. Transport of material to concerned dikes is only allowed from approved stockpiles. Stockpile volumes for Zone 1A material shall not be less than 5000 m³.

The Contractor shall submit his proposals for the location of stockpiles to the Employer. The Contractor shall leave the residues or the sites of such stockpiles in a stable and tidy condition to the approval of the Employer.

Under no circumstances will the Contractor be permitted to stockpile material on the dikes or on the foreshore.

1.13 Reinstatement of Borrow Areas

On completion of the Works or on the abandoning of a borrow area, the Contractor shall be responsible for reinstating the area by grading slopes, and generally levelling the area to leave it smooth and safe, all to the satisfaction of the Employer. Slopes in the granular borrow areas shall be left no steeper than 1 vertical to 2 horizontal and in Lisan Marl areas no steeper than 1 vertical to 5 horizontal. Boulders in the granular borrow areas shall be moved into stockpiles on the completion of the works.

1.14 Fill Materials

1.14.1 General Requirements

All materials placed in the Permanent Works shall have grading's which lie within the grading envelopes specified in table 6.1 to 6.3.

Fill materials shall not contain brush, roots, organic or other materials which are combustible, degradable, or likely to decay. The Contractor shall be responsible for finding and working (selectively where necessary) in borrow areas, materials for filling, and processing them, as necessary, such that all fill materials comply with the Specifications.

As work proceeds, the Employer will review and determine the suitability and placing of materials in various portions of the Works in accordance with the provisions specified herein. Such determination will be based *inter alia*, but not by way of limitation, on information furnished by the Contractor and such other tests as the Employer may deem necessary.

1.14.2 Settlement compensation included in the rates.

The rates for Fill Works shall include due allowances for settlement compensation for the full duration between placing of the fill materials until the Completion of the Works.

Material for Zone 3 (Granular Fill Material – Slope Surface Protection) shall consist of natural boulder gravel. Material obtained from the borrow areas shall have a particle size grading within the limits of Table 2-3.

Table Error! No text of specified style in document.-1: Zone 3 - Grading Limits

Size mm	0.15	0.212	0.60	2.0	6.3	10	14	28	37.5	100	300
Percentage passing size											
Maximum	5	15	33	47	63	73	80	95	100		
Minimum					15	23	30	45	51	75	100

- a) **Material for Zone 4** (Wearing Course) shall consist of a mix of marl, sand and gravel. The material shall have a particle size grading within the limits of Table 6-3, the liquid limit shall not exceed 35% and the plasticity index shall be between 4% & 9%.

Table Error! No text of specified style in document.-2: Zone 4 - Grading Limits

Size mm	0.075	0.425	2.0	5.0	10	20	28
Percentage passing size							
Maximum	25	45	70	85	100		
Minimum	10	25	40	55	65	85	100

- b) **Material for Zone 6** (Riprap) shall consist of clean, hard, durable rock boulders obtained from the alluvial fans and hill slopes at Numeira. The material shall have particle size grading within the limits of Table Error! No text of specified style in document.-3.

Table Error! No text of specified style in document.-3: Zone 6 - Grading Limits

Size mm	150	250	300	400	450	550	650	700
Percentage passing size								
Maximum	5	15	50	75	100			
Minimum			8	15	50	50	75	100

1.14.3 Testing of Fill Materials prior to placement

The Contractor shall take samples of all fill materials and carry out all tests as specified below to determine the characteristics and properties of such samples. All tests on fill materials shall be carried out in accordance with the procedures described in Section 1.14.4. The Contractor shall also carry out any additional tests necessary to satisfy himself that materials placed in the Permanent Works are fully compliant with the Contract at all times. The results of all tests shall be submitted to the Engineer, in an approved format, within 24h of the result becoming available.

In borrow areas

The tests that the Contractor shall carry out grading analysis tests on all fill material that he proposes to recover from borrow areas. Atterberg limits and dry density/moisture content relationship tests shall be performed on Zone 1B and 4 materials. Dry density/moisture content relationship tests on Zone 1B material can only be done on unprocessed marl. All the above tests shall be carried out on samples taken as necessary, to permit the identification and selection of suitable borrow areas.

In stockpiles

The Contractor shall carry out grading analysis and moisture content tests on Zone 1B, 2 and 4 materials in the stockpiles. These tests shall be carried out on samples taken at the frequencies given in **Error! Reference source not found.** or such other frequency as determined necessary by the Engineer, to ensure satisfactory control of the borrowing and processing operations and to ensure that the material obtained meets the specified requirements before being transported to the Works. Only material from approved stockpiles will be allowed to be transported to the Works.

Table Error! No text of specified style in document.-4: Minimum Testing Frequency for Fill Materials in the Stockpiles

Minimum Frequency of Testing	No. of tests per 5,000m ³ of fill leaving the stockpile		
	Permeability Test	Moisture Content	Grading Analysis
Fill Zone			
1B	None	5	2
2	5	None	5
3	None	None	2
4	None	10	10
6	None	None	Visual Inspection

In compaction trials

Compaction trials are required to check whether the proposed compaction procedures result in a fill that complies with the requirements after placement (Section 1.15.7). Soil Classification tests are required on fill materials prior to placement as required, as well as tests to determine the Dry Density/Moisture Content relationship, and tests to check for compliance with the requirements after placement (Field Dry Density determination).

Initial Testing Frequency

The frequency of testing for each fill zone shall be increased to two times the minimum frequency of testing as follows:

- during the initial compaction trials;
- during the deposition of the initial 2.5% (by volume) of the fill material from each source;
- whenever, in the opinion of the Engineer, the nature of the material changes significantly.

The periods of testing at the higher frequencies specified above shall be continued until such time as the Engineer is satisfied that a lower frequency of testing is adequate to check compliance with the Specification.

1.14.4 Earthworks Test Procedures

The following testing procedures shall be adopted for the earthworks testing. Brine shall be used as required in all laboratory tests.

Table Error! No text of specified style in document.-5: Testing procedures

Test	Procedure
Soil Classification	
Moisture Content of Soil	BS 1377: Part 2: 1990: Clause 3
Bulk Density (at natural moisture content)	BS 1377: Part 2: 1990:
Liquid Limit	BS 1377: Part 2: 1990: Clause 4.3
Plastic Limit	BS 1377: Part 2: 1990: Clause 5
Plasticity Index	BS 1377: Part 2: 1990: Clause 5
Particle Density of Soil	BS 1377: Part 2: 1990: Clause 8
Particle Size Distribution of Soil	BS 1377: Part 2: 1990: Clause 9
Relative Density	
Dry Density/Moisture Content relationship	BS 1377: Part 4: 1990: Clause 3.3 and 3.4 (2.5kg Rammer) and Clause 3.5 and 3.6 (4.5kg Rammer), 3.7 (Vibrating hammer)
Maximum Dry Density	BS 1377: Part 4: 1990: Clause 4.3

Test	Procedure
Minimum Dry Density	BS 1377: Part 4: 1990: Clause 4.4 and 4.5
Field Dry Density of Soil	
(a) Sand Replacement	BS 1377: Part 9: 1990: Clause 2.2
(b) Water Replacement Method	BS 1377: Part 9: 1990: Clause 2.3
(c) Core Cutter method	BS 1377: Part 9: 1990: Clause 2.4
(d) Nuclear methods	BS 1377: Part 9: 1990: Clause 2.5

1.14.5 Fill Deposition

1.14.6 General

Fill materials shall be placed to the lines and levels specified and shown on the Drawings and in such a way that the as-placed materials are uniform and homogeneous. Fill materials shall be placed only on approved foundations or on approved previous layers of fill. If the surface of the previous layer is too smooth or too dry for proper bonding with the next layer it shall be scarified prior to the deposition of fill material.

All levels shown on the Drawings are based on previous surveys and need to be confirmed. If, during verification surveys, discrepancies are discovered between the situation on the Drawings and the present time, the Contractor shall adjust the finished levels taking into account such discrepancies, if any (to the approval of the Engineer).

Particular care shall be taken to avoid the incorporation of permeable soils in Fill Material for Zone 1B and to avoid contamination of the layers with non-compliant materials. Any contamination of zones by material from adjacent zones shall be removed prior to commencing the next layer.

Each layer shall be constructed across the full width of any zone; and lengths of material to be compacted shall be suited to the operation of the equipment.

The Contractor shall install suitable markers at intervals not greater than 50m for each zone of fill to facilitate deposition and compaction, indicating chainage, profile, level and thickness of layers being placed at any time.

All permanently exposed surfaces shall be trimmed and finished to a uniform profile and appearance.

1.14.7 Moisture Control

Zone 1B and Zone 4, The regulation of moisture content for these materials shall be carried out in the borrow area and not on the dikes, using brine only. No adjustments of moisture content on the dike shall be permitted.

Brine water shall be used for moisture control of fill materials for Zones 2 and 3. The brine water for these materials shall be added during compaction. Brine application shall be by spray bar. The use of hosepipes will not be permitted.

1.14.8 Deposition of Fill materials for Zones 1B, 2, 3 and 4

Fill materials for Zones 1B, 2, 3 and 4 shall be placed and spread in layers of uniform thickness without causing segregation such that the compacted thickness of each layer of a zone does not exceed the values given in

Table Error! **No text of specified style in document.-6.**

When fill is placed adjacent to a layer of previously placed material or existing dike structure, except in the case of placement in trenches, the previously placed material and the new material shall be compacted together to ensure an effective bond. The edge of the previously placed material shall be cut back by a distance of 450mm through the entire layer depth, immediately before placing the adjacent layer of new material.

At the beginning of the Contract, a test for the construction procedures described in Clause **Error! Reference source not found.** shall be carried out. Initially the first lift fill height shall be examined, to determine the optimum construction method.

The surface of the fill material on which Zone 1B material is to be placed shall have all extraneous material removed from its surface and be scarified prior to placing the next layer of fill. Any material which is excessively wet, dry or contaminated with other materials or has otherwise deteriorated shall also be removed. To ensure proper bonding between layers, the surface of previously placed layers of fill shall be scarified before placing the next layer of fill.

Material for Zone 2 and Zone 3 may be placed by end tipping and then spreading and compacting to give an even trimmed surface. Material for Zone 3 may either be placed in one process after the Dike has been raised to full height or in stages behind fill for Zone 1B.

Material for Zone 4 for the Dike crest roads shall only be placed after level checks have been made, and agreed by the Engineer, so that topping up may be carried out if required.

1.14.9 Deposition of Fill Material for Zone 6

Material for Zone 6 shall be placed as flood protection on the dike slope. The materials shall be selected and placed in such a way that an even surface is achieved.

1.15 Compaction of Fill

1.15.4 General

The minimum compaction requirements for each fill zone are set out in Table **Error! No text of specified style in document.-6**. The compaction shall be carried out under the direction of a competent earthworks foreman and under the supervision of a soils technician.

1.15.5 Minimum Compaction Requirements

The compaction methods specified below in

Table **Error! No text of specified style in document.-6** are minimum requirements, which shall be achieved or exceeded at all times.

In the case of Zones 1B and Zone 4, the number of passes ultimately required shall be determined from compaction trials (Clause 1.15.7) and may be in excess of the minimum number of passes specified in

Table **Error! No text of specified style in document.-6**.

For the Zone 3 material, final minimum number of passes will be determined in the field based on achieved minimum density results during the first placements.

Table Error! No text of specified style in document.-6: Minimum Compaction Requirements

Fill Zones	Compaction Equipment	Maximum Depth of Compacted Layer (mm)	Minimum Number of Passes
1B	Tamping foot compactor	150	12
3	Smooth drum roller	450	8

Zone 2 compaction requirements shall be determined based on-site trials to achieve the required relative compaction.

1.15.6 Compaction Equipment

Compaction equipment requirements for

Table Error! **No text of specified style in document.**-6 are given below. Compaction equipment shall be operated in the same manner as for the compaction trial and as agreed by the Engineer for each zone. Agreed layer thickness, compaction moisture contents and number of passes of approved plant shall be strictly adhered to.

(a) Tamping Foot Compactor

Tamping foot compactors shall have a gross static load of not less than 15 tonnes. They shall be operated at speeds not exceeding 5 km/h and shall not be used on Zone 1B material in vibrating mode.

(b) Smooth Drum Rollers

Smooth Drum rollers shall have the following characteristics:

- Static load on drum not less than 11.0 tonnes;
- Static load per unit width of drum not less than 5.5 tonnes/m, or
- Static load per unit width of drum not less than 1.8 tonnes/m for small plant in trenches.

Smooth drum rollers shall not be operated at speeds exceeding 4 km/h.

(c) Other Compaction Equipment

Consideration will be given to the use of plant with characteristics differing from those detailed above provided that they can be demonstrated in the trials to achieve the same compaction standards or better. This also applies to any small plant that the Contractor may propose to use in those areas of embankment and foundations that are inaccessible to large compaction equipment. The maximum compacted depth of each layer of fill in such areas shall be 150mm.

All other compaction equipment used in the Works shall have the characteristics and be operated in the manner proposed by the Contractor and approved by the Engineer. Earth moving equipment will not be accepted as compaction equipment.

1.15.7 Compaction of Zones 1B, 2 and 4

(a) Compaction Tests

The standard laboratory tests for the determination of the density/moisture content relationship for Zones 1B, 2 and 4 materials shall be that described in BS 1377: Part 4:1990, Clauses 3.3 and 3.4 (in the case of Zone 1B), Clauses 3.5 and 3.6 (in the case of Zone 4) and Clause 3.7 (in the case of Zone 2).

The Optimum Moisture Content shall be defined as that moisture content which will result in the Maximum Dry Density of the material when subject to the laboratory compaction test.

The Compaction Moisture Content shall be defined as the moisture content at the time of compaction relative to the optimum moisture content. The Relative Compaction of the fill shall be defined as

$$\text{Relative Compaction} = \frac{\text{Field Dry Density} \times 100\%}{\text{Maximum Dry Density}}$$

where the field dry density and maximum dry density are measured in situ by one of the methods described in Section 1.14.4

(b) Compaction Trials

Compaction requirements for Zones 1B, 2 and 4 materials shall be determined by compaction trials to be carried out on the first quantities of fill to be placed in the Works or on a trial section of fill to be constructed specially for the purpose. In all cases, the compaction trials shall demonstrate that the selected method for compaction meets the compaction requirements given below.

For fill material for Zone 1B, the trial section shall comprise of four layers of fill, in an area of approximately 500 m². At least 20 No. in-situ density measurements shall be carried out, each with an associated laboratory compaction test on material taken from the site of each in situ density measurement. At least 3 sets of tests shall be done on each layer.

The remaining tests shall be carried out in the bottom layer after the top layer has been compacted and shall be in the vicinity of the locations where the tests on the previous layer were carried out. The mean relative compaction for each set of ten results shall not be less than 98% and not more than one result shall give relative compaction less than 90%.

In the case of fill material for Zone 4, the trial section shall comprise a single layer of fill. At least 10 No. in-situ density tests, each with an associated laboratory compaction test, shall be carried out on each layer during the trial. The minimum relative compaction value given by these results shall not be less than 95%.

For Zone 2, the trial section shall comprise fill 500mm thick placed in appropriate layers. At least 3 No. in-situ density tests, each with an associated laboratory compaction test, shall be carried out on each layer during the trial. The mean relative compaction value given by these results shall not be less than 98% with no one value dropping below 95%.

All test results obtained from compaction trials shall be submitted to the Engineer as the work proceeds.

(c) Compaction Moisture Content

Fill material for Zone 1B shall be at a moisture content between minus 2% and plus 2% of the Optimum Moisture Content during compaction.

The Contractor is advised that experience from the construction of other dikes in this area has shown that Compaction Moisture Content in excess of the Optimum Moisture Content caused problems during filling because of the development of ruts when being trafficked. It was also observed that vibration from transport, spreading and working before compaction, resulted in an increase of moisture content.

Fill material for Zone 2 shall be at a moisture content between minus 3% and plus 3% of the Optimum Moisture Content during compaction provided that the fill material is still capable of meeting the other specified requirements.

Fill material for Zone 4 shall be compacted as wet as possible, consistent with achieving a workable mix, to a minimum compacted thickness of 150mm.

(d) Compaction Control

The Contractor shall be responsible for carrying out the following tests on foundations and fill during the trials and thereafter as required by the Engineer until the Works are completed:

- The dry density/moisture content according to BS 1377: Part 4: 1990 Methods 3.2 to 3.7 as appropriate (laboratory compaction test);
- The in-situ densities of compacted materials using the core cutter method.

The requirements are as follows:

- *Compaction trials:* The minimum number of dry density/moisture content tests required during the compaction trials is given in Clause 1.15.7(b) above.
- *Prior to compaction:* The minimum frequency of testing for moisture contents of materials immediately prior to compaction shall be 1 test for every 500 m³ of fill placed.

- After compaction: In situ density tests to check the achieved compaction of Zones 1B and 4 materials placed in the dikes shall be carried out at a minimum frequency of 3 No. determinations of density for each 1000 m² of every layer constructed. Each set of three such tests shall give a mean relative compaction of not less than 98% and no single test shall give a relative compaction of less than 90%. No layer shall be covered until it has been approved by the Engineer. Additional tests and other tests during the progress of the Works shall be carried out as required by the Engineer.

Wherever, in the opinion of the Engineer, the nature of the material changes significantly or the frequency of poor results rises, the Contractor shall carry out a further series of laboratory and in situ compaction tests as instructed by the Engineer.

1.15.8 Compaction of Zone 3

Fill material for Zone 3 shall be compacted by rollers in accordance with compaction requirements given in Table Error! **No text of specified style in document.**-6, and shall first be liberally wetted with brine after delivery and initial spreading on the dikes. It shall then be graded or dozed to achieve an even distribution of brine through the material before spreading to the specified layer thickness and compaction.

The minimum field dry density to be achieved for compacted fill material for Zone 3 shall be determined based on the results of the first layer placed. For subsequent lifts, the field dry density tests to check the achieved compaction shall be carried out at a frequency of testing of one test per 500 m³ volume of compacted fill.

The methods used shall be as follows and described in Section 1.14.4:

- Sand replacement method.
- Any other test approved by the Engineer.

1.15.9 Tolerances on Fill

Fill material for Zone 1B shall be placed such that the level at any point is within ± 25 mm of the levels shown on or implied by the Drawings.

Fill material for Zone 3 placed as Slope Surface Protection shall be placed within tolerances of +10% and -5% on thickness, measured normal to the finished slopes shown on the Drawings, provided that the minus tolerance does not extend over an individual area greater than 15 m² and in an overall area not exceeding 10%, of the total area of fill material for Zone 3.

Fill material for Zone 6 shall be placed within tolerances of +20% and -10% thickness, measured normal to the finished geometry of the profile shown on the Drawings.

BILL OF QUANTITIES

THE ARAB POTASH COMPANY LIMITED
Civil Works Service Agreement IFB No. 202100294/DH

The following parts are distinguished:

- A – General Items
- B – Earthworks
- C – CONTRACTORS OPERATORS
- D – DAYWORKS

Summary table

THE ARAB POTASH COMPANY LIMITED
Civil Works Service Agreement IFB No. 202401903
BILL OF QUANTITIES PART A - GENERAL ITEMS

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE IN (JD)	AMOUNT IN (JD)
A1.	Contractual Requirements				
A1.1	Allow a Sum for providing all Insurances including those required under Clause 18 of the Conditions of Contract	Sum	1		
A2.	General Requirements				
A2.1	Allow a sum for providing (1) Surveyor assistance (sub-Clause 1.6.7 Technical Specification)	Monthly	36		
A2.2	Allow a sum for providing (2) office inspector (sub-Clause 1.6.7 Technical Specification).	Monthly	36		
A2.3	Allow a Sum for supply and maintenance, fuel, and services of Minibus to the Employer (Sub-clause 1.6.5 of Technical Specifications)	Nr.	1		
A2.4	Allow a Sum for maintenance, fuel, and services of existing vehicles of the Engineer (Sub-clause 1.6.6 of Technical Specifications)	Nr.	2		
A2.5	Allow a Sum for all services to the employer's offices including and not limited to Numiera building refurbishment. to be specified by employer	Prov.Sum	50,000	1	
	Subtotal - General (Carried to Collection - Part A)				

THE ARAB POTASH COMPANY LIMITED
Civil Works Service Agreement IFB No. 202401903
BILL OF QUANTITIES PART B – Earth Works

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE IN JD	AMOUNT IN JD
	The Contractor's rate shall include excavation of material from borrow areas, stockpiling, testing of material, placing ,compaction of fill material and settlement compensation. All Works shall be carried out in accordance with Volume - Technical Specification.				
B1	Fill Zone (1) material (Dry Marl) using trailer truck of (20 - 30) m3 capacity with a determined distance of (10 – 40) km.	m ³	100,000		
B2	Fill Zone 3 (Gravel) material - using Trucks of (20 - 30) m3 capacity with a determined Distance (5 - 15) km.	m ³	100,000		
B3	Fill Zone 3 (Gravel) material - using Trucks of (20 - 30) m3 capacity with a determined Distance (15 - 40) km.	m ³	50,000		
B4	Fill Zone 4 material with thickness 15cm - using Trucks of (20 - 30) m3 capacity with a determined Distance (5 - 30) km.	m ³	20,000		
B5	Fill Zone 6 material riprap using trailer truck of (20 - 30 m3) capacity with a determined distance of (5 – 20) km.	m ³	5,000		
B6	Transport (Gravel, Salt, Marl, and Sand) material using trailer truck of (20-30) m3 capacity with a determined distance of (20 – 40) km.	m ³	50,000		
	Subtotal - General (Carried to Collection - Part B)				

THE ARAB POTASH COMPANY LIMITED
Civil Works Service Agreement IFB No. 202401903
BILL OF QUANTITIES PART C – Contractor Heavy Equipment Operators

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE IN JD	AMOUNT IN JD
C1	Site Supervisor (Sub-clause 1.6.8 of Technical Specifications)	Monthly	36		
C2	Allow a Sum for providing Licensed heavy Construction operators (Dozer, Excavator, Loader) - with certified experience at least 5 years. (the rate shall be including the operators Transfer from and to site works) 9 persons.	hr.	70,000		
C3	Allow a Sum for providing Licensed Grader equipment operator with certified experience at least 7 years (the rate shall be including the operators Transfer from and to site works) 1 person.	hr.	5,200		
C4	Allow a Sum for providing Trailer and Semi-Trailer Operator with license type (6-1), (6-2) (TRUCKS) and (Lowboy trailer) operators with certified experience at least 3 years, (the rate shall be including the operators Transfer from and to site works) 5 persons.	hr.	39,000		
	Subtotal - General (Carried to Collection - Part C)				

THE ARAB POTASH COMPANY LIMITED
Civil Works Service Agreement IFB No. 202401903
BILL OF QUANTITIES PART D – DAYWORKS RATES

Item	Description	Unit	Quantity	Rate JOD	Amount JOD
	The Contractor shall insert the hourly rate for categories of plant equivalent to those he proposes to bring to Site for use on the Works. The rates shall include all operating and maintenance costs including all fuel and lubricants, spare parts, repairs, insurances, mobilisation, and all other costs whatsoever together with immediate and general site supervision and overhead and profit. Plant will not be paid for during periods of breakdown.				
D1	Excavator up to 20 t	hr.	rate-only		
D2	Excavator up to 35 t	hr.	rate-only		
D3	Excavator up to 50 t	hr.	rate-only		
D4	Long-reach excavator	hr.	rate-only		
D5	Compactor up to 5 t	hr.	rate-only		
D6	Compactor up to 15 t	hr.	rate-only		
D7	Wheelloader, CAT 996 or similar	hr.	rate-only		
D8	Bulldozer, CAT D6 or similar	hr.	rate-only		
D9	Bulldozer, CAT D7 or similar	hr.	rate-only		
D10	Bulldozer, CAT D9 or similar	hr.	rate-only		
D11	Articulated Dumper truck, Volvo A35 or similar	hr.	rate-only		
D12	Straight truck, up to 4 axles	hr.	rate-only		

D13	Grader	hr.	rate-only		
D14	Mobile crane, 20 t	hr.	rate-only		
D15	Mobile crane, 50 t	hr.	rate-only		
D16	Mobile crane, 100 t	hr.	rate-only		

THE ARAB POTASH COMPANY LIMITED
Civil Works Service Agreement IFB No. 202401903
BILL OF QUANTITIES SUMMARY

PART NO,	DESCRIPTION	AMOUNT IN JORDANIAN DINARS
A	General Items	
B	Earthworks	
C	Heavy Equipment Operators	
D	Dayworks	
	Total Carried to Form of Tender	

Percentage of Overhead and Profit included in Tender Price:..... %

Signed: Date:

For and behalf of:

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