



THE ARAB POTASH COMPANY PLC

Tender Terms and Conditions

For IFB Number 202500208/AA

**Supply new AC unit package type for switch rooms at
HLP & CCP1 plants**

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

1. Bids must be submitted in **Three closed, sealed and separate envelopes**; the first contains the commercial bid; the second contains the technical bid, the third contains the following: -
 - The bid Bond
 - The Declaration of Abidance with Tender Terms and Conditions.
 - The Declarations of the other and Prohibited Payments.
 - The Declaration of Abidance with the conflict of interest.
 - Certificate of registration (for local & foreign tenderers).

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

The envelopes are as follows:

a) Technical Bid Envelope:

That indicates the technical specifications of the subject matter; confirmed by descriptive literature, samples, bulletins, and catalogues that refer specifically to the goods offered by the original manufacturers and shall be void of prices. The technical bid shall be submitted in two copies. The technical bid must indicate also the offer validity which must be 90 days from the date of the invitation for bid closing date. The technical bid must be stamped and signed (otherwise, the bid will be rejected).

b) Commercial Bid Envelope:

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

1. Price: for the required materials as per INCO terms 2010:
CPT APC Safi Site.
2. Prices must remain fixed and valid for 90 days from the date of the invitation for bid closing date and shall be clearly stated in the technical and commercial bids (failure to comply with this term will nullify it as non-responsive).

3. The payment currency shall be the Jordanian Dinar or US\$ Dollar or Euro, noting that US Dollar and Euro exchange rate will be calculated at the currencies exchange rate issued by the Central Bank of Jordan at the closing date.
4. The prices include the revenue stamps which, in case of award and within 7 days therefrom, shall be paid by the bidder to the Ministry of Finance at 6 dinars as per 1000 dinars of the price.
5. Handwriting pricing is not acceptable (Typing only).

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

Shall be submitted duly filled and signed as appropriately required.

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

- d) The bidder or his authorized signatory must sign and stamp the "Terms and Conditions of" **IFB Number 202500208/AA** as an evidence of being obligated by these conditions (otherwise, the offer will be rejected).
- e) The Bidder shall state the full name of his company's owners, the shareholders and their proportions. **"This is mandatory requirement to consider the bid"**.
- f) If the submitted trade license, registration certificate & classification found to be inconsistent with the required services &/or material requested in the tender, then the offer will be declined for non-specialization.

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

THE COMPANY ADDRESS IS:

ARAB POTASH CO. PLC.

P.O. BOX 1470,

AL-JAHIZ STREET,

SHMEISANI,

AMMAN 11118,

JORDAN.

Note: Bids Submission Place is APC Safi Plant Site.

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

Bid submission shall be in the same place, address and time as per the invitation of our IFB.

4. **Acceptable Forms of Bonds:**

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

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

5. **Bid Bond:**

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

The bid bond is to be submitted in a separate envelope which shall remain valid for ((120)) days from the tender closing date and any extension thereafter until the tender award and the acquisition of the performance bond from the successful tenderer. The bid bond shall be extendable on mutual agreement between both the company and the tenderer.

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

6. The company reserves the right to confiscate the bid bond, if the tenderer chooses to withdraw his bid after the bid opening date, and before validity expiry date and/or failure of the tenderer to submit the performance bond within ten ((10)) days from the purchase order issuance date.
7. **Performance Bond:**
The tenderer awarded the tender and within (10 days) shall bear the obligation towards the company for submitting an autorenewable performance bond, to the company benefit, of a value not less than ((10%)) of the award price valid until receipt and technical acceptance of the requested units & submitting the maintenance bond which shall be extendable.
8. **The company reserves the right to disregard any bid in which the company "Declaration of Abidance by terms and conditions and technical specification", "Technical Specifications Bidding Sheets" and/or "Commercial Bidding Sheets" are not duly filled in detail, properly stamped and signed by the tenderer. Technical specifications must be stamped and signed by the original manufacturer.**
9. Unless the company decides otherwise; bids which are not duly signed by the original manufacturer, and/or received after the closing date and/or substantially incomplete are not acceptable and that will be decided upon by the company and upon its own discretion.
10. The company reserves the right, upon its discretion, to disregard any bid which is not amply clear, having more than one interpretation, and/or any of the bid items specifications is not quoted completely as detailed in the company tender documents. Also, the same applies if the delivery terms or periods are not fully stated.
11. The company has the right to award partially any of the materials.
12. Fax, phone and E-mail bids are not acceptable.
13. The company is not bound to place a purchase order for all the items tendered against or any part thereof and, prima facie, is not bound to place an order. Also, the company is not bound to offer justifications and the tenderers shall not acquire any rights to claim any losses.
14. The company is not bound to place an order on the least price basis.

15. The company reserves the right to cancel any invitation for bid, to reject, in all or in part, the tenderers' bids submitted to the company in response to any invitation for bid raised by the company without offering justifications and the tenderers shall not acquire any right to claim any losses, whatsoever, as a result of bidding in response to the company invitation for bid.
16. Tenderers bear the responsibility of thoroughly scrutinizing the invitation for bid, the specification attached thereto, the terms and regulations of bidding and the proofing of the prices and quantities lists. Also, the tenderers bear the consequences of failing to do the above correctly.
17. The bid shall show the unit price and the total price, which shall be regarded as including packaging costs, unless noted otherwise.
18. In case an error exists in the total price, the unit price shall prevail.
19. In case the invitation for bid does not show the delivery time, the tenderer shall quote the delivery time; otherwise, the delivery time shall be taken as prompt delivery. The obligatory delivery period shall be the period elapsed between the date of purchase order until the delivery of the goods at the named place of destination which, if exceeded, delay penalty shall apply as stipulated in clause (31) of these conditions.
20. The tenderer shall state the goods country of origin, the manufacturer, the trade name, and the type where applicable.
21. The tenderer must indicate if he has an official / legal agent in Jordan or if he is an agent for a foreign principal and must enclose a copy of the empowerment to act as such. Alternatively, the tenderer must indicate if he is not an agent nor a principal.
22. The tenderer shall submit along with his bid the punctual specifications of the offered goods, the relevant catalogues and any data, information and/or statistics that will define the offered goods appropriately.
23. If the invitation for bid quotes a manufacturer name, a trade name and/or specifications of a certain make of the goods requested in the invitation for bid, these shall not bound the tenderer to such restrictions, except that these restrictions are binding in regard of same merits, characteristics and suitability for the purpose which form the basis for equivalence between different makes that will serve the same as the nominated goods.

24. The company, upon its discretion, reserves the right to increase and/or decrease the quantities indicated in the invitation for bid in accordance with the company needs by 25% on the same price and conditions.
25. The company reserves the right to disregard any bid of a tenderer who, in the past, has not properly fulfilled his contractual obligations towards the company due to negligence, incompetence, claimed fraudly representation of and/or working on behalf of any organization for sales without authorization.
26. The tenderer shall guarantee that the goods quoted are brand new, genuine, free from manufacturing defects, and/or material defect, and of the latest model and/or type unless otherwise noted in the invitation for bid.
27. In case the tenderer fails to submit the performance bond and the revenue stamps receipt to the company in the proper time; the company reserves the right to cancel the contract and forfeit the bid bond without resorting to judicial proceedings and/or notarial warnings.
28. In case the tenderer fails to fulfill his contractual obligations towards the company, or any part thereof, after formal order acknowledgement; the company reserves the right to cancel the contract with the said tenderer, forfeit the performance bond and to purchase the materials and/or services forming the subject of the contract from any alternative source and the price difference shall be charged on the said tenderer account and expense without resorting to judicial proceedings and/or notarial warnings.
29. The inspection and testing of materials and samples are carried out as may be deemed necessary by the company.
30. Packing shall be of an excellent commercial standard, details of which shall be shown in the tenderer's technical bid.
31. If the products are not delivered at the time for delivery APC entitled to liquidated damages from the date on which delivery should have taken place. Unless otherwise stated in General and/or Special Terms and conditions. The liquidated damages shall be payable at a rate of (0.7%) of the purchase price for each completed week of delay. The liquidated damages shall not exceed (7.5 %) of the purchase price. After which the stipulation of clause No. (28) of the tender terms and conditions shall apply.

32. The tenderer shall submit a maintenance guarantee at first demand and irrevocable bank guarantee, duly approved, drawn on/or confirmed by a bank in Jordan to the company benefit of ((5%)) of the contract price valid for 12 months from receipt & technical acceptance of the AC unit.
33. For purchase orders with a value of over (100,000 JOD) the company shall nominate a third party, engineer and/or any of the bodies having the suitable technical capabilities to inspect the goods within the works of the manufacturer or before shipping the goods to verify the compliance of the goods to the company tender specifications and upon the inspector findings, the goods may be either accepted or rejected. Notwithstanding the above, the final acceptance or rejection of the goods, or any part thereof, depends solely upon the goods receipt inspection report in the company plants site.
34. This document shall be signed by the tenderer as a declaration of acceptance of the terms contained herein and must be submitted within the commercial bid as a fundamental condition of the bid acceptance for evaluation by the company.
35. Any materials not strictly complying with the tender specifications and/or the contract terms and other obligations shall be rejected, for which the contractor shall bear all costs accruing there from and in addition to clause (28) of these terms and conditions and any other statutory remedies.
36. In case the contractor supplied any materials or goods in excess to those contracted for in the purchase order or bills of quantities without the written consent of the company, then the contractor shall bear all costs for its retrieval and/or its disposal, including but not limited to, all costs, expenses, duties and taxes levied by the government and shall abide with governmental procedures pertinent to the matter at his own cost.
37. The Governing law for all bids, bidding procedures, and the subsequent accruing awards shall strictly follow the current Jordanian laws.
38. In case of award APC reserves the right to terminate the contract at any time by giving 30 days' written notice to the other party.
39. **Delivery Time:**
Within (3 Months) from the date of the purchase order.
Noting that quoted delivery time will have impact on the technical score.
40. **Method of Payment:**

**Net 60 Days after receipt & technical acceptance of the units at APC Safi Site.
However, bidders may quote differently.**

41. Other Payments:

41.1 Definition:

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

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

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

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

- (l) Demand that Contractor pay forthwith to “The Company” demand Contractor hereby irrevocably agrees to honor, an amount equal to two times the amount of any Third Party Payment, it being the intention, subject to paragraph (41.5) below, that the aggregate of all amount to which (The Company) is entitled under paragraphs (41.3) shall not exceed the amount which is two times the amount of all Third Party Payments.
- 41.4 Contractor agrees that provisions substantially similar (but in no event less restrictive) to paragraphs (41.2) and (41.3) above shall be incorporated by Contractor in all Contracts with Contractors sub-Contractors, suppliers or Contractors or arising out of or relating to this Contract, and shall also expressly provide that same may, at (The Company’s) sole discretion, be enforced directly by (The Company). Contractor further agrees promptly to supply to (The Company) true and complete copies of such Contracts together with evidence of their inclusion in such Contracts forthwith upon the entering into by Contractor of such Contracts.
- 41.5 Nothing in this section shall expressly or implicitly make lawful or permissible any Third Party Payments that are otherwise prohibited under applicable law or regulations. These rights and remedies of (The Company) under this clause are in addition to and not in derogation of any other rights (The Company) may have under applicable laws or regulations.
- 41.6 This clause shall survive the termination of this Contract.

42. Prohibited Payments

42.1 Definition:

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

- 42.2 Contractor hereby represents and warrants to “The Company” in the attached declaration for prohibited payments to these Conditions that no direct or indirect commissions, consulting fees, agents fees, finders fees or other payments, and no inducements or the giving of anything of value, have been made or promised to be made, directly or indirectly, by or on behalf of Contractor, its sub-Contractors and its or their employers, agents or representatives, to “The Company” (collectively, “Prohibited Payments”), including without limitation any official, employee, agent or representative (whether or not acting in an official capacity) of “The Company” (The Company person), in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and hereby covenants and agrees that no Prohibited Payments shall be made or promised to be made directly or indirectly, by or on behalf of Contractor, its sub-Contractors and its or their employees, agents or representatives, to any (The Company Person) in connection with the amendment, modification, renewal, extension or performance of this Contract.
- 42.3 In the event of any violation or breach of the provisions of paragraph (42.2) of this clause. (The Company) at its sole option and discretion shall take all or any of the following actions:-
- (i) Terminate the Contract while reserving all its rights and/or,
 - (ii) Deduct from all or any payments due to Contractor under this Contract an amount equal to two times the amount of any Prohibited Payments, and/or,
 - (iii) Demand that Contractor pay forthwith to “The Company” demand Contractor hereby irrevocably agrees to honor, an amount equal to two times the amount of any Prohibited Payments, it being the intention, subject to paragraph (42.5) below, that the aggregate of all amount to which (The Company) is entitled under paragraphs (42.3) shall not exceed the amount which is two times the amount of all Prohibited Payments.
- 42.4 Contractor agrees that provisions substantially similar (but in no event less restrictive) to paragraphs (42.2) and (42.3) above shall be incorporated by Contractor in all Contracts with Contractors sub-Contractors, suppliers or Contractors arising out of or relating to this Contract, and shall also expressly provide that same may, at (The Company’s) sole discretion, be enforced directly by (The Company). Contractor further agrees promptly to supply to (The Company) true and complete copies of such Contracts together with evidence of their inclusion in such Contracts forthwith upon the entering into by Contractor of such Contracts.

- 42.5 The rights and remedies of (The Company) under this clause are in addition to and not in derogation of any other rights (The Company) may have under applicable laws or regulations.
- 42.6 This clause shall survive the termination of this Contract.
43. Attach declaration form of abidance by tender terms, conditions & technical specifications shall be filled, signed & stamped
44. Attach declaration form of other payments & prohibited payments, shall be filled, signed & stamped
45. Attach declaration form for the conflict of interest shall be filled, signed & stamped
46. Arab Potash Company will not issue, any letter of commitment to banks to transfer dues in relation to the subject matter tender and / or Purchase Order.
45. The equipment &/or vehicle purchased must include a name plate showing our purchase order number in addition to other important information. Also, the warrantee card should be attached to the equipment / vehicle for easy reference and claims.
46. Foreign construction contractors must obtain the approval of the cabinet (Government of Jordan) before awarding.
47. The company reserves the right to disregard any bid which does not strictly follow the aforementioned terms and conditions.
48. 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.”
- 49. Correspondence shall be in writing stating the tender name and number and directed to:**
Procurement Director,
Arab Potash Company PLC.
P.O. Box 1470,
Amman 11118 – Jordan.
Tel. No. : +962-6-5200520
E-mail : procurement@arabpotash.com
Hamdi.m@arabpotash.com

1. Pre-clearance Requirement

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

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

2. Electronic Manifest Registration

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

3. Penalties

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

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

4. Documentation Requirements

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

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

شروط السلامة العامة :

- تعتبر الشروط التالية جزء من العقد وعلى المقاول/المورد ومن ينبيه أن يلتزم التزاماً تاماً بها ولا يجوز الإخلال بأي منها:
1. وجوب ارتداء العاملين بالمشروع على أدوات السلامة كالخوذة وواقي العين وأحذية السلامة الخاصة وكل ما يلزم لحماية العامل من الإصابات وعلى المقاول/المورد توفير هذه الأدوات كاملة غير منقوصة.
 2. على المقاول/المورد أن يبقّي موقع العمل نظيفاً وخالي من العوائق والمسامير وكل ما من شأنه أن يؤدي إلى الإصابات مثل الأدوات الحادة والأسياخ الحديديةالخ.
 3. في حالة حدوث حادث أو إصابة على المقاول أن يبلغ المهندس المشرف فور حدوث ذلك.
 4. على المقاول/المورد إزالة أي عوائق قد تعترض سير العمل وعلى نفقته الخاصة وبالتنسيق مع المهندس المشرف.
 5. على المقاول/المورد أن يأخذ باعتباره سلامة الحفر والمحافظة عليه من الانهيارات وأن يستعمل الدعائم الخشبية أو أي طريقة يراها المهندس المشرف مناسبة وذلك للحفاظ على سلامة العاملين.
 6. على المقاول/المورد أن يحتفظ في الموقع بصندوق للإسعافات الأولية يحتوي على ضماد ولاصق وبعض الأدوية الخفيفة وحبوب ملحية ما يلزم في الحالات البسيطة.
 7. على المقاول/المورد أن يتأكد من سلامة التوصيلات الكهربائية وأن لا يبقّيها مكشوفة خوفاً من إصابات الصعقة الكهربائية وأن يتبع تعليمات المهندس المشرف .
 8. لا تستخدم المعدات الآلية لنقل العمال مثل القلابات واللودر وما إلى ذلك.
 9. لا يجوز إدخال الأدوات الحادة كالمسكاتين والسلاح الناري إلى موقع العمل.
 10. على المقاول/المورد توفير وسائل وصول مأمونة كالسلاسل والأدراج والسقالات وما إلى ذلك وذلك لتسهيل عملية الصعود والنزول في موقع العمل.
 11. يمنع منعاً باتاً إشعال الحرائق لأي غرض كان داخل الموقع .
 12. على المقاول/المورد أن يحتفظ بعدد (2) طفاية حريق في الموقع تكون صالحة للاستعمال ويوافق عليها المهندس المشرف.
 13. على المقاول/المورد أن يحوط موقع العمل بجواجز يوافق عليها المهندس المشرف وعليه إزالتها فور الانتهاء من العمل.
 14. لا يجوز تخزين المواد عشوائياً بشكل يعيق المرور والحركة بحرية.
 15. يمنع دخول العاملين إلى موقع العمل إلا بتصريح رسمي يصدر عن شركة البوتاس العربية.
 16. تعتبر أي تعليمات أو شروط أو تعليمات سلامة قد تصدر عن شركة البوتاس العربية هي شرط من شروط العقد ولا يجوز الإخلال بها.
 17. لا يجوز للمقاول/المورد أن يخزن في موقع العمل أي مواد قابلة للاشتعال إلا بعد أخذ موافقة خطية من المهندس المشرف وعمل الاحتياطات الضرورية اللازمة لذلك.
 18. الشركة غير مسؤولة عن فقدان أي شيء يعود للمقاول/المورد وعلى المقاول أخذ احتياطات الأمان اللازمة في موقع العمل.

19. على المقاول/المورد أن يقوم بأعمال التنظيف للمشروع بشكل دوري وكلما طلب منه المهندس المشرف ذلك .
20. على المقاول/المورد تقديم كشف بأسماء العاملين بالمشروع وذلك من أجل الموافقة على دخولهم وعمل تصريح دخول لهم ويحق للشركة أن ترفض دخول أي شخص دون إبداء الأسباب.

الشروط العامة :

تعتبر مجموعة الشروط العامة التالية جزءاً لا يتجزأ من العقد وهي متممة ومكملة لبنود العقد وعلى المقاول/المورد اتباعها وعدم الإخلال بها وهي كالتالي :-

1. على المورد أن يورد المواد المطلوبة كاملاً خلال مدة لا تزيد عن (90) يوماً تقويمياً من تاريخ استلام امر الإحالة.
2. على المورد أن يلتزم بالمواصفات الفنية التزاماً تاماً وعدم تغير أي شيء إلا بموافقة شركة البوتاس العربية.
3. تعتبر المواصفات الأردنية جزء من هذه المواصفات ويمكن الرجوع إليها في حالات الاختلافات بين المهندس المشرف والمورد.
4. هذا العقد تسري عليه قوانين المملكة الأردنية الهاشمية والمحاكم الأردنية هي المخولة بالنظر في أي قضية أو خلاف قد ينشأ بين المورد والشركة.
5. للشركة الحق بطلب تغيير أو تعديل السعر ثم إلغاء جزء من هذا العمل المنوط للمقاول/المورد ؛ أو إضافة أي عمل آخر إلى المقاول.
6. للشركة الحق بقبول أي عرض فني مكافئ لما هو مطلوب.
7. الجو في هذه المنطقة حار جاف صيفاً تتراوح درجات الحرارة خلال العام بين (15- 60) درجة مئوية.
8. على المورد التنسيق مع الجهات أو الشركات الأخرى التي قد تكون موجودة في موقع العمل لضمان سير العمل باستمرار وبدون مشاكل.
9. على المورد التوقيع على كل ورقة من أوراق العقد.
10. الكميات قابله للزيادة أو النقصان وبما لا يزيد عن 25 % مع الالتزام بالسعر المقدم من المورد لكل بند.
11. - زيارة الموقع

- ينبغي على كل من يرغب في دخول هذه المناقصة التواجد في قسم مكيفات المصنع في الساعة والتاريخ المحددين بدعوة العطاء لزيارة الموقع والتعرف عليه والحصول على كافة المعلومات اللازمة له لأجل تقديم العرض وذلك على نفقته ومسئوليته الخاصة، وكذلك على المناقص دراسة كافة المخططات والمواصفات ونطاق العمل على الواقع وقياس أية أبعاد ضرورية وكذلك دراسة جداول الكميات والشروط لتفهم ماهيتها والظروف المحيطة بها وسائر العادات المحلية والرسوم والعمال والمواد وأية أمور لها علاقة بالعطاء أو تلك التي تؤثر على وضع الأسعار.
- في حال عدم زيارة المورد للموقع أثناء دخول هذه المناقصة فسوف يعتبر لديه الدراية الكافية بالعمل وظروفه ولا يعفيه ذلك من مسؤولياته.

المرافق والخدمات

1. لا تقدم الشركة أي خدمات للمورد كالماء والكهرباء والمرافق الصحية وعلى المورد أن يؤمن ذلك للعاملين معه.
2. على المورد تأمين كل ما يلزمه من آليات ومعدات وإحضارها ونقلها على نفقته الخاصة وذلك لضمان سير العمل بصورة مرضية.
3. على المورد أن يوجد مهندس بخبرة لا تقل عن (5) سنوات ويكون مسؤولاً أمام الشركة للتعامل معه؛ ويجب تواجده في موقع العمل باستمرار حتى الانتهاء من تنفيذ المشروع وتسليمه إلى شركة البوتاس العربية.
4. للشركة الحق برفض أي شخص وعدم تجديد تصريح الدخول دون إبداء الأسباب.
5. للشركة الحق باستبعاد أي شخص من موقع العمل إذا ثبت أنه غير ملتزم أدبياً أو تكررت مخالفاته لتعليمات السلامة والأمن.
6. لا يسمح للمورد بالعمل أيام الجمع والأعياد الرسمية وخارج ساعات الدوام الرسمي إلا بعد أخذ موافقة خطية من المهندس المشرف.
7. تكون ساعات الدوام الرسمي من الساعة الثامنة صباحاً وحتى الساعة الرابعة صباحاً أيام الأحد حتى الخميس.
8. إذا أراد المورد العمل خارج أوقات الدوام كالأعياد مثلاً أو بعد انتهاء ساعات العمل الرسمية؛ عليه تقديم طلب خطي وأخذ الموافقة الخطية من الشركة وللشركة حق الرفض أو القبول دون إبداء الأسباب.
9. لا يحق للمورد أن يوجد أقل من (5) عمال في كل يوم عمل وللشركة الحق في طلب زيادة عدد العمال والفنيين إذا كان ذلك يؤثر على إنجاز المشروع في وقته المخصص دون أي التزام مالي على الشركة.
10. على المورد أن يوفر العمالة المؤهلة ذات الخبرة الكافية في مجال العمل وللمهندس الحق في طلب زيادة أو تغيير هذه العمالة إذا تبين أنها غير مؤهلة للقيام بمهامها.
11. على المورد تأمين السكن والمأكل ووسائل المواصلات للعاملين معه والشركة غير مسؤولة عن تقديم أي من هذا للمورد

1. Switch Room 2 & 3 at HLP Plant

Items

Item No.	Item Ref.	Cooling Cap (T.R)	Air Flow Rate (CFM)	QTY	Unit Price (JOD)	Total Price (JOD)
1	Pack-35.5 Ton @ SW-2	35.5	Not less than 14,000.00	2		
2	Pack-28 Ton @ SW-3	28	Not less than 11,200.00	1		
Total						
16% Sales Tax						
Total with 16% Sales Tax						

Specifications

- **Power Supply:** 380V-415V/3Ph/50Hz
- **Air On Coil Db Temperature:** 24°C
- **Air On Coil Wb Temperature:** 17°C
- **Air Ambient Temperature:** 45°C (Design), 55°C (Max)
- **Cooling Only**
- **Compressor:** Hermetic scroll running on R410a refrigerant gas
- **E.S.P (External Static Pressure):** 350 Pa

Standard Features

- Compressor suction & discharge pressure switches
- Control circuit breaker
- Cooling Only
- Direct drive condenser fans (free discharge)
- Microprocessor Controller
- Flat filter (Aluminum 1.0-Inch thickness)
- Forward curved centrifugal fans
- Hermetic compressors on rubber pad isolators
- Liquid line solenoid valve, shutoff valve, & filter drier
- Phase failure relay
- Zinc-coated galvanized steel casing with electrostatic powder paint

- Compatible control system with existing devices
- Prices include manufacturing, supply to the Arab Potash Company's factory site, and inspection, operation (excludes installation)

Accessories

- Double skin construction for evaporator section (1.0mm/1.25mm thick inner/outer panels) with 1-inch insulation
- Double wall stainless steel (304) drain pan with 6cm depth under evaporator coil
- Connection from both sides for drain pan
- Painted inner skin for evaporator section
- Painted filter frame & coil frame
- Hot gas bypass for lead compressor
- Advanced controller
- Evaporator coils: Copper tubes & Copper fins with Acra clad coating
- Condenser coils: Copper tubes & Copper fins with Acra clad coating
- Condenser fans with IP 65 motors and stainless blades
- MMS for each compressor, evaporator, & condenser fan motors
- Thick galvanized sheet floor ($\geq 2\text{mm}$) treated with rust-resistant material
- Aluminum treated floor plate for evaporator side
- Painted evaporator fan and casing
- 1-inch Spring isolators under fan/motor assembly
- Stainless steel 304 condenser and evaporator coils frame and filter frame
- High-temperature-rated components (e.g., capacitors, relays, motors)
- Maintain temperature range: $22^{\circ}\text{C} \pm 2^{\circ}\text{C}$
- Easy-access panels and tool-free filter cleaning/replacement
- Removable panels and extended lubrication lines for condenser and evaporator fans
- All condenser & evaporator fans with extended lubrication line

Documentation

- Comprehensive operation and maintenance manuals in English and Arabic
- List of recommended spare parts with availability for at least 10 years
- Commissioning report including airflow measurements, refrigerant charge verification, and system performance testing

Warranty

- 3 years warranty for compressor
- 12-months from commissioning date or 18-months from shipping date, whichever comes first
- Warranty covers manufacturing defects, parts, and necessary maintenance
- Contractor must repair or replace any part except consumables under normal use during the warranty period
- Contractor permitted to inspect equipment during normal business hours

2. Switch Room 1, 2 & 11 KV at CCP1 Plant

Items:

Item No.	Item Ref.	Cooling Cap (T.R)	Air Flow Rate (CFM)	QTY	Unit Price (JOD)	Total Price (JOD)
1	Pack-20.9 Ton	20.9	Not less than 10,300.00	3		
Total						
16% Sales Tax						
Total with 16% Sales Tax						

Specifications:

- **Power Supply:** 380V-415V/3Ph/50Hz
- **Air On Coil Db Temperature:** 22.5°C
- **Air On Coil Wb Temperature:** 15.8°C
- **Air Ambient Temperature:** 45°C (Design), 55°C (Max)
- **Cooling Only**
- **Compressor:** Hermetic scroll running on R410a refrigerant gas
- **E.S.P (External Static Pressure):** 300 Pa (Evaporator Fan), 200 Pa (Condenser Fan)

Standard Features

- Compressor suction & discharge pressure switches
- Control circuit breaker
- Cooling Only
- Centrifugal condenser fans
- Microprocessor Controller
- Flat filter (Aluminum 2.0-Inch thickness)
- Forward curved centrifugal fans
- Hermetic compressors on rubber pad isolators
- Liquid line solenoid valve, shutoff valve, & filter drier
- Phase failure relay
- Zinc-coated galvanized steel casing with electrostatic powder paint
- Evaporator fan motor base (moving type for belt calibration)
- External temperature sensor on air inlet from condenser side

- Prices include manufacturing, supply to the Arab Potash Company's factory site, and inspection, operation (excludes installation)

Accessories

- Double skin construction for evaporator section with 1-inch insulation
- Low ambient kit by VFD for condenser fan motor
- Front upper-level supply and front-lower return (Condenser Fan)
- Top supply air and front return (Evaporator Fan)
- Gravity shutter for supply air (Evaporator Fan)
- Main Circuit breaker
- Evaporator coils: Copper tubes & Copper fins with Acra clad coating
- Condenser coils: Copper tubes & Copper fins with Acra clad coating
- MMS for each compressor, evaporator fan motors
- External overload for condenser fan motor
- Double skin with 1-inch insulation for evaporator side
- All condenser & evaporator fans with extended lubrication line
- Condensing section: Single skin with 1-inch insulation
- Painted inner skin for evaporator section
- Stainless steel condenser and evaporator coils frame and filter frame
- Aluminum treated floor panels for evaporator and condenser
- Double wall stainless steel (304) drain pan with 6cm depth under evaporator and condenser coils
- Connection from both sides for drain pan
- High-temperature-rated components (e.g., capacitors, relays, motors)
- Maintain temperature range: $22^{\circ}\text{C} \pm 2^{\circ}\text{C}$
- Easy-access panels and tool-free filter cleaning/replacement
- Removable panels and extended lubrication lines for condenser and evaporator fans

Documentation

- Comprehensive operation and maintenance manuals in English and Arabic
- List of recommended spare parts with availability for at least 10 years
- Commissioning report including airflow measurements, refrigerant charge verification, and system performance testing

Warranty

- 3 years warranty for compressor
- 12-months from commissioning date or 18-months from shipping date, whichever comes first
- Warranty covers manufacturing defects, parts, and necessary maintenance
- Contractor must repair or replace any part except consumables under normal use during the warranty period
- Contractor permitted to inspect equipment during normal business hours

Evaluation Criteria

Evaluation formula:

The evaluation of proposals will be on two stages Technical and Commercial, considering 60% for technical proposal and 40% for the commercial proposal, according to the following formula:

$$((\text{Weight of the Technical Evaluation}) * (\text{Technical Score})) + ((\text{Weight of the Commercial Evaluation}) * (\text{Least Price/Bidder Offer})) = \text{Final Score}$$

Evaluation stages

Technical evaluation:

The following criteria are distinguishing factors, which will determine the potential vendor who will be selected to proceed with the commercial offer.

		Technical Mark	Score
Product Specifications (45 points)		45	
1	Compliance with required technical specifications (cooling capacity, energy efficiency, etc.).	25	
2	Certifications and quality standards (e.g., Energy Star, ISO certifications).	10	
3	Suitability for the intended use (e.g., capacity to meet the cooling needs of the building, durability).	10	
Quality Assurance (25 points)		25	
1	Warranty terms (length and coverage).	15	
2	After-sales support (response times, service infrastructure).	5	
3	Reliability and track record of the manufacturer.	5	
Delivery and Installation Plan (15 points)		15	
1	Delivery lead times.	10	
2	Timeliness of commissioning.	5	
Maintenance and Spare Parts (10 points)		10	
1	Availability and accessibility of spare parts.	5	
2	Maintenance services (e.g., availability of preventive maintenance programs).	5	
Energy Efficiency and Environmental Impact (5 points)		5	
1	Energy efficiency ratings (e.g., SEER or EER).	2.5	
2	Eco-friendly features (e.g., refrigerant type, low environmental impact).	2.5	
Total			

Commercial evaluation:

Proposals that receive a **minimum score of 70 out of 100** in the technical evaluation will be qualified and move to the commercial and final evaluation stage (Minimum passing score = 70)

Pricing Summary

Item No.	Item Ref.	Cooling Cap (T.R)	Air Flow Rate (CFM)	QTY	Unit Price (JOD)	Total Price (JOD)
1	Pack-35.5 Ton @ SW-2	35.5	Not less than 14,000.00	2		
2	Pack-28 Ton @ SW-3	28	Not less than 11,200.00	1		
3	Pack-20.9 Ton	20.9	Not less than 10,300.00	3		
Total						
16% Sales Tax						
Total with 16% Sales Tax						

Important note : This Table to be enclosed in the commercial bid envelope only.

Declaration of Abidance by Tender Terms & Conditions and Technical Specifications

I, We. The undersigned,

Declare that we have read the terms and conditions for **IFB No. 202500208/AA Supply new AC unit package type for switch rooms at HLP & CCP1 plants**

"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 Number 202500208/AA**.

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

N.B.: -

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

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

Tenderer Name:

Name of authorized signatory:

Signature:

Official Stamp: -

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

Declaration for Other Payments

I, We. The undersigned,

.....
...

Declare that we have read and comprehended the provisions under clause (41) of **IFB Number 202500208/AA** "Terms and Conditions" related to this Contract and in compliance with this clause; we enclose a declaration properly signed and sealed disclosing any and all direct or indirect commissions, consulting fees, agent fees, finders fees or other payments, or inducements or the giving of anything of value (collectively, "Third Party payments") to third parties other than any of The Company's Person(s) (a "Third Party"), including without limitation a detailed description of the basis therefore, made or to be made, directly or indirectly, by or on behalf of Contractor, its subcontractors and its or their employees, agents or representatives, in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and hereby covenants and agrees promptly to disclose to The company all Payments including without limitation, a detailed description of the basis therefore, upon the earliest to occur of Contractor making, or being obligated to make, any such Third Party Payments.

Contractor's Name

Name of authorized signatory.....

Signature.....

Seal.....

Tender Name & Number.....

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

Declaration for Prohibited Payments

I, We the undersigned,

Declare that we have read and comprehended the provisions under clause (42) of **IFB Number 202500208/AA** "Terms and Conditions" related to this Contract and in compliance with this clause; we enclose a declaration properly signed and sealed representing and warranting to (The Company) that no direct or indirect commissions, consulting fees, agent fees, finders fees or other payments, and no inducements or the giving of anything of value, have been made or promised to be made, directly or indirectly, by or on behalf of Contractor, its subcontractors and its or their employees, agents or representatives, to (The Company) (collectively, "Prohibited Payments") including without limitation any official, employee, agent or representative (whether or not acting in an official capacity) of (The Company) ("The Company Person"), in connection with the solicitation, bidding, negotiation, award or performance of this Contract; and hereby covenants and agrees that no Prohibited Payments shall be made or promised to be made, directly or indirectly, by or on behalf of Contractor, its subcontractors and its or their employees, agents or representatives, to any "The Company Person" in connection with the amendment, modification, renewal, extension or performance of this Contract.

Contractor's Name

Name of authorized signatory.....

Signature.....

Seal.....

Tender Name & Number

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

نموذج إقرار وكشف عن تضارب مصالح

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

يجب على المناقص الذي يرغب في التقدم للدخول في العطاء المطروح من شركة البوتاس العربية رقم **IFB No. 202500208/AA** 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_الزوجة) أو الأقارب والنسب من الدرجة الثانية (الجد والجده والأخوة والأخوات والأحفاد) أو لأحد الشركاء معك تعاملات أو مصلحة مالية أو تجارية أو علاقة شخصية أو علاقة عمل مع أي من موظفي 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 استكمال المرفق)
☐ لا

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

☐ نعم (إذا كانت الإجابة بنعم يرجى استكمال المرفق)
☐ لا

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

☐ نعم (إذا كانت الإجابة بنعم يرجى استكمال المرفق)
☐ لا

4. هل أنت بصفة شخصية أو الشركة المتقدم بإسمها للمناقصة أو أحد الشركاء فيها أو أحد أفراد عائلتك المباشرين من الدرجة الأولى (الأصول والفروع أب_أم_ابن_ابنه_الزوج_الزوجة) أو الأقارب والنسب من الدرجة الثانية (الجد والجده والأخوة والأخوات والأحفاد) أو لأحد الشركاء معك تعاملات أو مصلحة مالية أو تجارية أو علاقة شخصية أو علاقة عمل مع أي من موظفي وأعضاء مجالس و/أو هيئة 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 استكمال المرفق)
☐ لا

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

شهادة وإقرار

لقد قرأت نموذج الإقرار والكشف عن تعارض المصالح وأفهم بنوده. ولقد قمت بالإجابة والإفصاح الصحيح عن جميع المعلومات المطلوبة من خلال هذا الكشف، إن وجدت، في بيان المرفق. وأوافق على الإمتثال لأية شروط أو قيود تفرضها شركة البوتاس العربية للحد من تضاربات المصالح الحقيقية و/أو المحتملة أو التخلص منها. وأتحمل نتيجة 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 واثاق المناقصة.

التاريخ

توقيع المناقص والختم

إسم المناقص

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

مرفق نموذج إقرار وكشف عن تضارب المصالح

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

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

معلومات حول تضارب المصالح

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

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• 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

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