

Alexandria International Container Terminal (AICT)

(Private free Zone Company)

Tender Specifications for

# Design, Manufacture, Supply, and Install of New Reefer Gantry Racks

*at*

AICT Alexandria & Dekhila terminals

*Civil Engineering Department*

*Feb 2024*

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## **Annex 1: Tender Specifications**

## 1. Introduction:

Alexandria International Container Terminals (AICT) is a free zone company and operates two fully integrated container terminals at Egypt 's main commercial ports of Alexandria Port and EL Dekheila Port since 2005. Both ports are located on the Mediterranean Sea and support both local and international trade activities in the region as Egypt expands its industrial base. AICT is a subsidiary of Hutchison Ports, the world's leading port investor, developer, and operator.

AICT intention is to construct reefer gantry racks at both terminals in accordance with the company's priorities and planning.

## 2. Definitions

"AICT"	Employer, owner means HUTCHISON PORT ALEXANDRIA – Private Free Zone Company Alexandria International Container Terminals (AICT)– Private Free Zone Company
ALX	AICT- Alexandria Terminal
DKH	AICT -Dekheila Terminal
"Contractor(s)"	Tenderer/Bidder, agencies, suppliers, vendors and similar system Integrator specialized in tender scope of work
The Engineer-in-charge	AICT's Civil Engineer who shall supervise and be the In-charge of the tender scope of work.
"Shall"	This is to be understood as mandatory in relation to the requirements of this document.
"Should"	This is to be understood as a strong recommendation to comply with the requirements of this document.
"Contract"	It shall mean the formal agreement, if any, executed between AICT and the Contractor(s) together with the documents referred therein including these conditions with appendices, and any special conditions, the specifications, design, drawing, schedule of quantities with rates and amounts and schedule of rates.
Contract Duration	4 months- 120 Calendar days for both terminals.

Retention (10%) of contract value for warranty period of 24 months starting from project handing over and acceptance date.

“SOW” Tender Scope of Work

**3. Purpose of the tender document**

AICT is seeking a vendors/bidder to Design, manufacture, supply and install new reefer gantry racks at both ALX and DKH terminals including all needed civil work, lighting equipment, tools, and technical site team.

Location of new reefer gantry racks

Terminal	Block name	Number of units
ALX	B4	5
	B1	1
DKH	D3	6
<b>Total</b>		<b>12</b>





#### **4. Disclaimer**

This Tender is not an offer but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed between AICT and the vendor/ bidder.

All information provided as a part of this Tender document to the prospective Applicants is subject to the terms and conditions set out in this tender and any addendum to the same (as and when issued in writing).

The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this tender. This tender document does not claim to contain all the information each Applicant may require. Each Applicant is advised to conduct its own due diligence and check the accuracy, reliability, and completeness of the information in this tender document.

AICT may at their absolute discretion, but without being under any obligation to do so, Cancel, update, amend this tender.

#### **5. Bidder Qualifying / Eligibility Criteria**

To be considered eligible for the award of the contract, tenderers must provide evidence that they meet or exceed certain minimum criteria described hereunder. Tenderer is advised to read these instructions carefully prior to preparing the tender bids:

1- Financial Competence:

Average annual financial turnover of the Contractor during last 5 years should not be less than 30% of the estimated value of this work and the tenderer should submit audited balance sheet and Profit & Loss Account for the last three financial years duly certified by Chartered Accountant

2- Technical Competence:

Contractors having experience of successfully completed similar works (Similar work means steel structure design, manufacture, supply and install during the last 5 years should be either of the following:

- Three similar completed works each costing not less than 40% of the estimated value of this work.
  - The tenderer should have executed similar type of work in their own name shall be considered.
- 3- Copy of work order/ letter of award/ letter of work agreement alone shall not suffice the Bidder's claim for executing "Similar Works". Submitting completion certificate from the client on its letter head along with supporting documents is mandatory to qualify.
- 4- The tenderer should have minimum in-house manpower to cover requirements.
- 5- The Contractor shall provide only qualified and experienced technical staff to monitor, supervise and follow up the site construction work.
- 6- Declare agreement, conformity, and compliance with:  
Anti-barbery document.  
Hutchison Ports Group Policy 62-2021 Supplier code of conduct.
- 7- "No near relative" of the bidder firm/contractor be working/employed in AICT.
- 8- Submission of bids: proposals should be submitted in two separate envelopes namely, 'Technical Bid' (Part A) and Financial Bid' (Part B). The technical and financial bids duly sealed in separate envelopes must be kept inside a single third envelop and clearly super scribed as " **Design, Manufacture, Supply, and Install of New Reefer Gantry Racks**" for AICT, the envelope should be clearly marked as 'Technical Bid' (Envelop-I) and 'Financial Bid' (Envelop-II).

## **6. Instruction to the bidders**

**All the intending Bidders are requested to note the following important provisions:**

These instructions shall form part of the tender document.

1. The Part the tender document Technical Bid is to be read along with prequalification document and price bid.
2. Technical Bid contents:
  - Cover Letter: An introductory letter that summarizes the bidder's interest in the project and briefly highlights the key points of the proposal. It may also include contact information of bidders.



- Complete tender document with each page signed and stamped by the bidder.
  - Copy of contractor's staff qualification along with other technical, terms and conditions as specified in bid document.
  - Fully completed PQQ "Pre-Qualification Questionnaire" with an appropriately signed declaration.
  - Project time schedule **based on 120 calendar days duration** to complete both terminals.
  - Financial stability– bidder will be required to attach all supportive document.
  - Experience & Capability – bidder must provide evidence that they possess both technical competence and capability to deliver services under this contract, having provided similar services for a minimum of 3 projects on similar contracts. Any bidder unable to demonstrate such evidence in the PQQ will fail.
  - Certificates / Documents of work experience executed during last 5 (Five) years with details for each project, owner, contract value, duration and similar.
  - Sub-contractors "if any" details: name, contact info, previous experience, certificate, and safety documents.
  - Steel structure consultant details: name, contact info, previous experience, certificate.
  - Health and safety all related documents such as: health & safety policy
3. Each Bidder shall be solely responsible for satisfying himself as to the information required to submit a Proposal and/or enter the tender and carry out the services in accordance with the Tender Document.
4. The Bidder at his own responsibility is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the bid and entering a contract for the Works. The cost of visiting the Site shall be at the Bidder's own expense.
5. AICT reserves the right, at any time, in their sole and absolute discretion and with no liability whatsoever, to:
- Amend the scope of or terms of the business opportunity described in the Tender Document.
  - Amend, terminate, or suspend any element of the Tender Document and/or Process, including.
  - By extending any date, time or deadline provided for in this Tender Document.
  - Reject or disqualify any or all Proposal(s) for any reason and without any obligation,

- Compensation or reimbursement to any Bidder.
  - Waive any defect or irregularity in any Proposal or any non-conformity in the form or content of any Proposal and accept that Proposal.
  - Cancel the Tender Process and launch a new one.
  - Cancel the Tender Process and the whole Transaction.
6. The tender document shall be taken into consideration of only eligible prequalified vendors selected after scrutiny of their applications, supporting documents prequalification criteria and other requirements as indicated in the tender document.
  7. Bidders are required to submit their Proposals in individually sealed envelopes/packages. comprising (1) a Technical Bid and (2) a Financial Bid, along with all further documentation as per requested in tender document.
  8. All technical bids should have the page-wise heading as “Technical Bid” and page no. in all pages with seal and signature of authorized signatory.
  9. The rates quoted in the tender shall **remain valid for a period of 4 months “120 Days”** from the due date of opening of the tender (Financial bid).
  10. The conditional Financial Bids will be summarily rejected.
  11. Tender currency: **Egyptian Pounds (EGP).**
  12. If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, AICT reserves the right to reject such tender at any stage.
  13. All the intending bidders, vendors should visit the site, go through the SOW, schedule, manpower, intent, various compliance, etc. and quote accordingly in the price bid.
  14. The price shall be filled up both in numbers and in words. All entries in the tender documents should be in the one ink. Erasers and over writings are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned.
  15. **Project warranty period is 24 months starts from project handing over and acceptance by AICT.**
  16. **AICT will deduct a retention (10% of the contract value) for warranty period of 24 months.**
  17. The prices quoted must be net considering all SOW, terms & conditions and as per the technical specification mentioned in tender document.
  18. Quoted rates shall be firm throughout the contract period (after tender awarding) and no cost escalation is allowed on any account.
  19. Tenders submitted after the due date shall not be considered for bidding and shall be rejected.
  20. The rates quoted shall be valid for four months’ (120 days) period from the due date of opening the tender (Price bid).

21. A prospective bidder requiring any clarification of the bidding documents shall contact [mohamed.aziz@aict.com.eg](mailto:mohamed.aziz@aict.com.eg) , Mohamed Aziz- Procurement Manager. The receiver will respond in writing (e-mail) to any request for clarification, before the tender due date. (Please refer to project timeline), for any updates on tender document; it will be shared with all participating bidders.
22. Tender documents can be downloaded from the following websites:  
<https://www.aict.com.eg>
23. The Bidder at his own responsibility is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the bid. The cost of visiting the Site shall be at the Bidder's own expense.

### **7. Schedules and Critical Dates:**

<b>No.</b>	<b>Parameter</b>	<b>Date</b>
1	Tender publishing date	18 <sup>th</sup> Feb 2024
2	Submission of query if any, queries may be sent by email to: <a href="mailto:mohamed.aziz@aict.com.eg">mohamed.aziz@aict.com.eg</a>	3 <sup>rd</sup> March 2024
3	Bid closing date	17 <sup>th</sup> March 2024
4	Awarding	31 <sup>st</sup> March 2024 <b>(indicative)</b>
5	Contract signing-off	12 <sup>th</sup> May 2024 <b>(indicative)</b>
6	Service start date	18 <sup>th</sup> May 2024 <b>(indicative)</b>

### 8. Scope of Service

AICT is seeking a contractor to design, manufacture, supply and install 12 units of reefer racks with total unit wight of approximately (7 ton/ unit) which shall include civil work for foundations, holding down bolts and electrical work for rack lighting, Reefer rack design must comply with below criteria:

No	Specification	Value
1	Approximate Wight (Ton)	7
2	Designed Wind Load (m/sec)	Min 36
3	Hight	3 storey
4	Coating	Hot-dip galvanizing
5	Coating certificate from third party	yes
6	Design reviewed approved by steel Consultant	yes
7	Civil work for foundation	yes
8	Lighting fixtures, cables, circuit breaker	yes
8	Electrical work for lighting	yes

SOW includes but not limited to:

- Contractor shall use a very qualified and experienced Engineer “consultant” to review, modify and approve attached design and make a site visit for each terminal to achieve AICT requirements and any necessary requirements needed to finish the project as a turnkey project although it is not mentioned in design and shall be added.
- The design of reefer racks shall be facilitated for easy installation, i.e. All connections of the reefer racks shall be designed as bolts and nuts.
- 1 unit of reefer rack shall be designed, fabricated, and installed for demonstration to AICT for approval before massive production.
- AICT reserves the right to cease, suspend or modify the mass production works after the demonstration without any explanation to the contractor.
- Demolition, Excavate, Load and Transport disposal Materials Off-Site to approved disposal Location.
- Furnish, Form, Place, and finish and Cure reinforced Concrete for foundation raft for each reefer rack and according to attached Technical Specifications and drawings.
- The Contractor shall exercise the greatest care to avoid damage to or interference with any utilities services and shall be responsible for any such damage caused by him or his staff directly or arising indirectly from anything done or omitted to be done.
- The Contractor shall carry out all temporary work necessary to adequately support and protect such services. the Contractor shall liaise closely with the Client and be careful not to damage or interfere with the utilities.
-

- Protect existing cables conduits and prevent debris or disposals to affect existing cables paths as it will be reconnected to panels bases.
- Supply and install a prefabricated steel structure for reefer racks Hot molded steel sections hot deep galvanized and painted with approved reflective yellow color Including calculations sheets, fabrication, installation, delivery to site, lifting, scaffolding, painting, quality control and final touch up and according to attached Technical Specification.
- The Thermal and Moisture Protections Works according to The Drawings and Technical Specifications.
- The Contractor shall measure all the existing dimensions on site (spacing between columns, column dimension, floor levels, cross-fall, etc.) and identify the actual site conditions and carry out the site measurements himself for this tender and before the carrying out of the Works.
- **Project duration is 4 months- 120 calendar days for both terminals including all project phases: design, fabrication, supply, installation, and handover.**
- The selection criteria, experience, and qualifications are the main part of the contract (if required) or the order issued to the awarded contractor.
- The place of acceptance of the supplies shall be AICT Terminal (Free zone area).
- The SOW includes Providing skilled, qualified manpower, all equipment, plant, and tools needed for project completion.

***Important Notes:***

- The contractor is required to prepare and equip approve temporary site office (20 ft caravan as a minimum) for his staff. Site office should be equipped with computer with all needed software “as per AICT ‘s Engineer instructions) and furnished by suitable and necessary furniture and facilities.
- Contractor shall provide full personal protection equipment (PPE) to his staff including vests, helmets, gloves. Shoes, googles face masks, harness and similar.
- All necessary tools and equipment, ladder, scaffolding safety gadgets, pumps, etc. as required for providing services shall be provided by the contractor.
- **Project currency Egyptian pound (EGP)**
- **Price escalation in rates due to any reason such as increase in prices of material, equipment & labour, fuel (petrol, diesel, gas etc.), electricity & water, new taxes shall not be applicable.**

- The bidder shall examine the drawings, specifications and details provided and bring any omissions / discrepancies viz-a-viz scope to the notice of AICT rep.
- The bidders shall submit, for approval a complete set of detailed drawings reviewed, approved, signed, and stamped by a well experienced steel structure consultant before the start of fabrications.
- The Employer shall not be responsible for any missing details and drawings which would otherwise be required for completion of the project.
- Attached drawings are indicative only, The Contractor shall submit the approved design drawings, calculation sheet and details to AICT within 15 days after the awarding.
- Safety supervisor always be present when conduct site work at both terminals.
- If the contractor decided to hire a sub-contractor for this service; he must select a licensed and authorized contractors only, with a good experience in providing similar service.
- If the Contractor, during the execution of the work, causes damage to main services, utilities, drains, structures, and the like, he shall be responsible for notifying the Client immediately. Any repairs required will be carried out by the Contractor at his own expense or, if AICT considers the repair work to be best carried out by a third party, the expenses incurred will be borne by the Contractor.
- In executing the works, the Contractor shall take all necessary precautions to secure protection of all drains against silting, pollution, contamination of water supply and to keep the site area free from rubbish and waste materials produced during his work.
- Where existing construction works are in progress, the Contractor shall liaise with AICT engineer- in- charge to ensure that any works associated with the contract do not disturb the operation of AICT.
- The Contractor must always give priority in maintaining normal AICT operations and avoiding disruption to activities including but not limited to, traffic flow and utilities services.
- In cases of emergency, the Client may request the temporary suspension of the site works. In this case AICT may consider granting the Contractor an Extension of Time. Under no circumstances should the Contractor claim additional costs for temporary suspension.

## **9. Payment terms**

- 30% Down Payment  
30% after DKH terminal handing over and acceptance.  
30% after ALX terminal handing over and acceptance.  
10% after warranty period of 24 months
  
- Handing over includes submitting all related documents such as: as built drawings approved by project consultant, calculation sheets, Operation/maintenance manual and any additional document requested by AICT.
  
- If the personnel are found indulging in smoking/drinking/sleeping during duty hours, the personnel will be terminated immediately, and a penalty will be imposed.
  
- After invoice been reviewed and approved, payment shall be released within 45 days of invoice receiving date (excluding Week ends and Public Holidays)

## **10. Termination**

AICT has the right to terminate the project at any phase by giving 2 weeks' notice in writing of the intention to terminate without specifying any reason(s) therefor. On termination of the contract, the contractor shall take steps to withdraw all employees, tools, and equipment in a smooth and orderly manner.

## **11. General terms & conditions**

- AICT may at their absolute discretion, but without being under any obligation to do so, Cancel, update, amend this tender.
- AICT reserves the right to reject the whole or any part of the Bid without assigning any reason or to accept them in part or full.
- The contractor "In case of Awarding" is obligated to issue a third-party all risk insurance liability policy to cover any liabilities or damages caused by his personnel toward AICT properties.
- The contractor must start work as soon as receiving project site and, on the date, determined by the employer representative or the employer. The contractor should prepare a site record to describe in detail the condition of the site under his possession and start work in accordance with contract duration period.
- The contractor is responsible to review and modify "if needed" all drawings, designs, specification issued by the Employer (AICT) or by employer representative, as if it is issued by the contractor. The contractor has no right to claim any compensation due to any error or omission after his review and approval.

- Contractor shall submit with his technical bid a time frame for all work stages till final handing over including shop-drawings, submitting of as built drawings, based on 120 calendar days project duration.
- All required tests and certificates of supplied materials shall be submitted to AICT engineer for approval.
- Upon finishing the entire works, the contractor shall remove all his facilities and tools from the site and eliminate all the waste and residuals left over and to restore the site to its previous situation at his own expense.
- If the contractor delays in the completion of the work after the project duration period, delay penalty will be imposed by the employer on the contractor without warning or take any legal action or the need to prove the damage caused by contractor's delay on the employer. The delay penalty will be 1% of the final total project value on every week or part of week with maximum of 10% of all project value. Penalty will be directly deducted by employer from contractor's invoice.
- All Amounts of work shall be measured by the Contractor or his team as soon the work finished in collaborations with the supervising engineer who will sign the correct sizes, dimensions, and weights of all work together with contractor's staff.
- The Tenderer/supplier is bound by all tender terms and conditions, and it's mandatory to provide AICT tender documents signed and stamped in his technical envelop.
- The Payment will be made only after satisfactory completion of work in each terminal and as per terms and conditions of the contract.
- The contract duration is 4 months (120 calendar days)
- the rates are fixed and applied for 4 months project duration.
- The contractor is required to prepare and equip approve temporary site office (20 ft caravan as a minimum) for his staff. Site office should be equipped with computer with all needed software (as per AICT 's Engineer instructions) and furnished by suitable and necessary furniture and facilities.
- Contractor shall be responsible for providing external and internal transportation for his personnel and equipment.
- Contractor shall provide full personal protection equipment (PPE) to his staff including vests, helmets, gloves. Shoes, goggles face masks, harness and similar.
- All necessary tools and equipment, ladder, scaffolding safety gadgets, pumps, etc as required for providing services shall be provided by the contractor.
- Transportation, food, medical and other requirements in respect of each personnel of the service provider shall be the sole responsibility of the contractor.
- Emergency work: It shall be contractor's responsibility to response to emergency requests in time. No extra payment will be made for working on odd hours/emergency works.
- The payment will normally be issued within 45 (forty-five) working days from the date of invoice receiving.



- Contractor shall provide his staff with safety gears.
- All materials and items of plant must be of good quality and be able to operate in and withstand the environment in which they will be working.
- No work undertaken on any Order shall be paid for as 'overtime work'. Work executed under the contract shall be paid for at the rates and prices stated in the Contract without additions due to the timing of the work.
- AICT has the right to reject any unqualified member; contractor must provide replacement within 3 days of rejection notification.
- The Contractor shall provide all equipment and facilities necessary to fulfill all statutory obligations on matters relating to safety and health.
- Contractor shall adhere to AICT safety and security regulations.
- All necessary port passes, or work permits for staff & equipment will be contractor responsibility.
- Social & Medical insurance for the contractor staff is mandated, and at his responsibility and his own cost.
- All supplied staff must have a clean Police record sheet.
- The contractor shall be complied with the Free zone procedures regulations & be common with Port authorities as well as environmental regulations inside harbors and container terminals.
- The contractor should follow the high safety regulations inside ports and provide their staff with the required safety gear and PPE. (Please refer to attached HPH Safety roles and policies)
- AICT will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment, tools, or vehicles of the maintenance staff.
- Any damages to any existing service caused by the Contractor's activities shall be immediately notified to AICT Representative, and the Contractor shall to his cost take immediate action to repair or reinstate the service.
- 10 % shall be deducted by AICT from contractor invoices as retention to cover any defects appear in warranty period of 24 months starting from project handing over and acceptance certificate date.
- Any defects under warranty period to be rectified by contractor under his own cost within 1 month otherwise AICT has the full authority to undertake required work to rectify defects and cost to be deducted from contractor retention.

***End of Annex 1***