

TENDER TECHNICAL SPECIFICATIONS

*Customs & Free Zone Department*

**Customs Clearance & Transportation Services for  
AICT & AQCT & RSCT & EDCT  
(T/HUT/CUS/ /01/2026)**

Requested process, selection criteria, experience, and qualifications.

Technical Inquiry Deadline: 3 Business Days prior to the Tender Closing Date



**Custom Clearance & Transportation Services for AICT & AQCT , RSCT& EDCT**

Tender Reference: T/HUT/CUS/01/2026

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## **1. General Requirements and Scope of Work**

### **1.1. Introduction**

Hutchison Ports Egypt is a free zone company operating fully integrated container terminals at Egypt's main commercial ports: Alexandria, El Dekheila, Abu Qir and Sokhna ports.

Hutchison Egypt is a subsidiary of Hutchison Ports, one of the world's leading port investors, developers, and operators, with a global presence spanning major international ports.

### **1.2. Purpose**

- a) AICT, AQCT, RSCT and EDCT invite qualified and experienced Contractors to submit bids for the provision of Customs Clearance and Transportation "Haulage" Services covering import, export, and domestic logistics activities related to terminal operations.
- b) The required Customs Clearance and Transportation "Haulage" Services from all Egypt ports / airports / customs bonded warehouses.
- c) The place of acceptance of services shall be AICT/AQCT/RSCT/EDCT terminals.

### **1.3. Validity of the Offer**

The Contractor shall keep the offer valid for not less than one hundred and twenty (120) days from the tender closing date.

### **1.4. Definitions**

"Company/Purchaser/Owner"	:	Alexandria International Container Terminal (AICT) Abo Qir Container Terminal (AQCT) Red Sea containers Terminals (RSCT) El Dekheila Containers Terminals (EDCT)
"Contractor(s)/Vendor(s)/Supplier(s)"	:	Licensed Customs Clearance and Transportation "Haulage" Service Provider.
"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"	:	The complete agreement including the notice inviting tender, this tender document, the tender acceptance thereof and the formal agreement executed between AICT/AQCT/RSCT/EDCT and the Contractor(s) together with the documents referred therein including these conditions with appendices, appendices, and awarded Purchase Order, and any special conditions, the specifications, schedule of Services and its rates and amounts and. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
"SOW"	:	Scope of Work.

## **2. Scope of Work "SOW"**

The Contractor shall provide end-to-end customs clearance and transportation "Haulage" services, including but not limited to the following:

## 2.1. Customs Clearance Services

The Contractor shall provide comprehensive customs clearance services in full compliance with Egyptian Customs Law, applicable regulations, and instructions issued by competent authorities till the delivery to AICT/AQCT/RSCT/EDCT's warehouses, including but not limited to the following:

- a) Execution of all import and export customs clearance procedures in accordance with Egyptian Customs Law and related executive regulations.
- b) Liaison and coordination with shipping lines, shipping agencies, airline companies, freight agents, and other relevant stakeholders as required for the completion of customs clearance activities.
- c) Handling and clearance of cargo under various customs regimes, including:
  - Free zone cargo.
  - Bonded cargo at ports and airports.
  - Cargo stored at external bonded warehouses.
- d) Preparation, submission, and follow-up of all customs-related documentation and electronic declarations, including but not limited to:
  - Free Zone declarations (IDF).
  - Declarations through the MTS platform (NAFEZA).
  - Customs Single Administrative Document (SAD).
  - Transit shipment documentation.
  - Permits, exemptions, approvals, and any other documents required by Customs Authorities or governmental entities.
- e) Coordination and follow-up with Customs Authorities, Port Authorities, inspection bodies, and all relevant governmental entities to ensure timely completion of clearance procedures.
- f) Customs clearance of spare parts, machinery, equipment, vehicles, consumables, fuel, and project cargo, including specialized and heavy equipment.
- g) Management and attendance of customs inspections, examinations, sampling, and release procedures, including follow-up until final release of cargo.
- h) Customs clearance for fuel trucks entering ports and terminals for delivery to AICT/AQCT/RSCT/EDCT warehouses, in compliance with port security and safety requirements.

### 2.1.1 Customs Clearance & Delivery Timeframe

The Contractor shall complete all customs clearance procedures and deliver the cleared shipments to AICT/AQCT/RSCT/EDCT designated warehouses located at Alexandria, El Dekheila, Abu Qir, and Sokhna ports within a maximum period of seven (7) working days, excluding weekends (Friday and Saturday) and official public holidays, calculated from the earliest of the following events:

- a) The date on which the cargo is registered as arrived and placed under customs custody at any Egyptian port or airport.
- b) The date of receipt by the Contractor of complete and correct shipping and clearance documentation.
- c) The date on which the Contractor is formally notified, including by e-mail (which shall be deemed acceptable), that the required documents are available and that customs clearance procedures may commence.

### 2.1.2 Permitted Exceptions

The above timeframe shall be suspended only in the following circumstances, provided that such circumstances are beyond the reasonable control of the Contractor and are properly documented:

- a) Force Majeure Events, including but not limited to acts of God, war, civil unrest, terrorism, fire, flood, earthquake, epidemics, pandemics, strikes or lockouts affecting ports or customs operations, or any other events qualifying as force majeure under applicable law.

- b) Extraordinary Governmental or Regulatory Approvals formally requested by the Egyptian Customs Authority or other competent governmental bodies, where such approvals are:
- Not part of standard customs clearance procedures.
  - Required in writing by the relevant authority.
  - Outside the reasonable influence or control of the Contractor.

### 2.1.3 Conditions for Applying Exceptions

- a) The Contractor shall notify AICT/AQCT/RSCT/EDCT in writing without delay upon becoming aware of any event that may give rise to an exception under this Clause, providing supporting evidence where available.
- b) The suspension of the clearance timeframe shall apply only for the duration directly attributable to the relevant exception.
- c) Routine customs inspections, standard clearance procedures, administrative delays, or incomplete documentation shall not qualify as permitted exceptions.

*Any delay not justified in accordance with this Clause shall be deemed attributable to the Contractor and subject to contractual remedies.*

## 2.2. Transportation “Haulage” & Inland Services

The Contractor shall provide comprehensive, reliable, and safe inland transportation and haulage services in support of AICT/AQCT/RSCT/EDCT operational, maintenance, and project requirements.

### 2.2.1 Scope of Transportation Services

The transportation (haulage) and inland services shall include, but shall not be limited to, the following:

- a) Inland transportation between ports, container terminals, warehouses, suppliers, workshops, and project sites, as instructed by AICT/AQCT/RSCT/EDCT, including movements within and between Alexandria, El Dekheila, Abu Qir, Sokhna, and any other locations designated by the Company.
- b) Transportation of all cargo types, including:
- Full Container Load (FCL) containers (TEU / FEU).
  - Less than Container Load (LCL) cargo.
  - Empty containers.
  - Breakbulk cargo.
  - Heavy-lift and project cargo.
  - Out-of-Gauge (OOG) cargo.
  - Machinery, spare parts, equipment, consumables, and operational materials.
- c) Provision of port-to-door, door-to-port, port-to-port, and terminal-to-terminal transportation services, as required by operational needs.
- d) Transportation of cargo under various customs regimes, including import, export, free zone, temporary admission, bonded cargo, and re-export, in coordination with customs clearance activities.

### 2.2.2 Fleet, Equipment & Technical Capability

- a) Provision of a suitable, sufficient, and compliant transportation fleet, including but not limited to:
- Prime movers, tractors and trailers.
  - Pickup trucks / Jumbo trucks.
  - Flatbeds and low bed trailers.
  - Skeletal trailers for containers.
  - Closed box trucks.
  - Specialized and heavy-haul equipment as required.

- b) All vehicles and equipment shall be:
- Roadworthy and legally licensed.
  - Covered by valid insurance policies.
  - Properly maintained and fit for purpose.
  - Compliant with applicable weight, dimension, and road safety regulations.
- c) The Contractor shall ensure the availability of alternative and backup vehicles and equipment to avoid service disruption in case of breakdowns or operational contingencies.

### 2.2.3 Operational Responsibilities

- a) Collection, loading, securing, transportation, unloading, and delivery of cargo in accordance with:
- Manufacturer and cargo-specific handling requirements.
  - Applicable safety and HSE standards.
  - Instructions issued by AICT/AQCT/RSCT/EDCT representatives.
- b) Ensuring proper lashing, securing, and protection of cargo, particularly for heavy-lift, OOG, and sensitive cargo, to prevent damage during handling and transportation.
- c) Compliance with scheduled delivery times, routing instructions, access regulations, and security procedures within ports and terminals.
- d) Coordination with terminal operations, customs authorities, warehouses, and relevant stakeholders to ensure smooth cargo flow and minimal operational disruption.

### 2.2.4 Fleet Availability & Mobilization Commitment

The Contractor shall fully and irrevocably commit to mobilizing the required trucks, trailers, and transportation equipment within a maximum of twenty-four (24) hours from receipt of AICT/AQCT/RSCT/EDCT's request (e-mail deemed acceptable).

Failure to meet the mobilization timeframe shall be deemed a service failure and may result in the application of contractual remedies, including service deductions, penalties, or termination, in accordance with the Contract.

### 2.2.5 Transportation Service Duration & Overtime Charges

- a) The standard transportation service duration shall be six (6) hours, applicable exclusively to loading, unloading, and completion of related customs procedures, and shall exclude transit or driving time between locations.
- b) Any time exceeding the standard six (6) hours solely attributable to loading, unloading, or customs procedures shall be considered overtime and charged at five percent (5%) of the applicable transportation service fee per additional hour, calculated on a pro-rata basis.
- c) Overtime shall apply only where delays are operationally justified and shall not apply where delays are caused by the Contractor, including vehicle unavailability, late arrival, driver issues, or non-compliance with instructions.
- d) All overtime hours shall be subject to verification and prior written approval (e-mail deemed acceptable) by AICT/AQCT/RSCT/EDCT and shall be supported by documented evidence.  
*"Overtime charges shall not be invoiced or paid without such approval".*

### 2.2.6 Compliance, Safety & Reporting

- a) The Contractor shall comply with all applicable laws, port regulations, traffic rules, and AICT/AQCT/RSCT/EDCT HSE policies.
- b) Drivers shall be properly licensed, trained, medically fit, and familiar with port and terminal operating environments.
- c) The Contractor shall maintain movement records, trip logs, delivery confirmations, and incident reports, and shall submit such records upon request.

- d) Any accidents, incidents, delays, or deviations shall be immediately reported to AICT/AQCT/RSCT/EDCT, together with corrective actions taken.

### **3. Service Requirements**

#### **3.1. Licensing, Legal & Regulatory Compliance**

The Contractor shall meet and maintain, throughout the contract duration, the following minimum legal and regulatory requirements:

- a) Hold a valid Customs Brokerage License issued by the Egyptian Customs Authority, authorizing the Contractor to perform customs clearance activities.
- b) The Company's issued and paid-up capital shall not be less than EGP 30,000,000 (Thirty Million Egyptian Pounds).
- c) The Company's legal form shall be a Joint Stock (Shareholding) Company, duly incorporated and registered under Egyptian law.
- d) Possess a valid Commercial Registration, Tax Card, and VAT Registration, all remaining valid for the entire contract period.
- e) Be duly registered with MTS (NAFEZA).
- f) Hold valid membership in an International Freight Forwarding Association (e.g., FIATA or equivalent), or provide proof of affiliation with a recognized international freight forwarding body.
- g) Fully comply with all applicable Egyptian laws and regulations, including customs laws, port authority regulations, free zone requirements, and any other governmental or regulatory requirements relevant to the scope of services.
- h) Quality Assurance Certification ISO 9001:2015 (Quality Management Systems) or equivalent internationally recognized certification.

#### **3.2. Human Resources & Operational Capability**

The Contractor shall demonstrate sufficient operational capacity to deliver the required services efficiently, including:

- a) Employment of qualified, trained, and experienced customs clearance personnel with proven knowledge of Egyptian customs procedures, documentation, and electronic customs systems.
- b) Availability of licensed, experienced drivers and a well-maintained, legally registered transportation fleet suitable for the nature of the cargo and routes required.
- c) Ability to provide substitute vehicles, drivers, and operational staff immediately, whenever required, to ensure continuity of service without disruption to AICT/AQCT/RSCT/EDCT operation.
- d) A dedicated customer service function, including:
  - A clear customer service structure,
  - Valid and active official e-mail addresses for operational and commercial communication.
  - Qualified and authorized contact person(s) responsible for day-to-day coordination, issue escalation, and communication with AICT/AQCT/RSCT/EDCT, available during working hours and in emergency cases.

#### **3.3. Safety, Security & HSE Compliance**

- a) Full compliance with AICT/AQCT/RSCT/EDCT Health, Safety, and Environment (HSE) policies, procedures, and instructions at all times.
- b) All vehicles used under the contract shall be roadworthy, fully insured, regularly maintained, and equipped with mandatory safety equipment, including but not limited to fire extinguishers, first-aid kits, warning triangles, and tracking systems if required.

- c) All drivers and staff shall comply with terminal security, access control, and identification requirements, including holding valid port permits and adhering to all security instructions issued by AICT/AQCT/RSCT/EDCT and relevant port authorities.

#### **4. Terms and Conditions**

##### **4.1. Pricing & Currency**

- a) All prices shall be quoted in Egyptian Pounds (EGP) and shall be exclusive of Value Added Tax (VAT).
- b) Rates shall include customs clearance fees, Governmental external approvals costs (without related receipts) transportation fees "Haulage" only.
- c) These prices include all clearance costs, and other expenses and the costs and expenses (not including official receipts named by AICT/AQCT/RSCT/EDCT) for issuing the passing licenses and permits of his equipment, tools and workers following the contractor and necessary to conclude his duties stipulated in this agreement.
- d) Customs clearance service prices shall remain fixed and firm throughout the entire contract duration and shall not be subject to escalation, adjustment, or revision for any reason whatsoever.
- e) In the event of any government-mandated increase in the fuel price per liter, such increase shall apply exclusively to transportation costs only. The adjustment to transportation prices shall be limited strictly to the same percentage increase imposed by the government on fuel prices.
- f) No price adjustment shall be applied to customs clearance fees, administrative charges, manpower costs, or any other service components beyond transportation fuel-related costs.
- g) The supplier shall submit a Letter of Guarantee (LG) equivalent to 5% of the total contract value, valid for one (1) year warranty period, to be issued within seven (7) calendar days from the date of award / Purchase Order issuance.
- h) The Contractor shall be responsible for the settlement of all payments made on behalf of AICT/AQCT/RSCT/EDCT to third parties, including, but not limited to, shipping agencies, airlines, and official government entities. Such payments may include invoices, official receipts, or any other legally required charges. The Contractor shall subsequently invoice AICT/AQCT/RSCT/EDCT for these amounts together with the applicable customs clearance and transportation fees invoice, strictly without adding any commissions, mark-ups, or profit margins on any third parties' payments made.

##### **4.2. Payment Terms**

- a) Monthly invoicing.
- b) Payment within 30 days + 7 days review period.
- c) A deduction of 3% shall be applied in accordance with Egyptian regulations for commercial profit tax, in addition to any other statutory deductions, if any.

##### **4.3. Variation in Quantities**

AICT/AQCT/RSCT/EDCT reserve the absolute right, at any time during the contract period, to increase, decrease, suspend, or vary the volume, frequency, and nature of the services in whole or in part, in accordance with operational, commercial, or regulatory requirements, such variations may include, but are not limited to:

- a) Number of shipments or clearance files.
- b) Transportation volumes, routes, destinations, and frequencies.
- c) Type of cargo, containers, equipment, or vehicles required.
- d) Any increase or decrease in service quantities shall not entitle the Contractor to claim any compensation, loss of profit, standby costs, or price adjustment, except where explicitly stated in the pricing schedule.

- e) The Contractor shall implement any variation upon written notification (e-mail deemed acceptable) from AICT/AQCT/RSCT/EDCT, within the timeframe specified in the request.
- f) AICT/AQCT/RSCT/EDCT shall not be obligated to guarantee any minimum volume of work, shipment count, or revenue under this contract.

## **5. Liability**

### **a) Scope and Commencement of Liability**

The Contractor shall assume full responsibility and liability for the goods, cargo, and related documentation from the moment the Contractor commences customs clearance procedures, when the goods are registered as arrived under Egyptian Customs control, until the goods are duly delivered to AICT/AQCT/RSCT/EDCT designated warehouses at Alexandria, El Dekheila, Abu Qir, or Sokhna ports.

### **b) Condition of Goods upon Arrival**

The Contractor's liability shall apply provided that Egyptian Customs records and/or official inspection reports confirm that no shortage or damage existed at the time of arrival of the goods under customs custody.

### **c) Loss, Damage, or Shortage**

In the event of loss, damage, deterioration, mis delivery, or shortage of the goods occurring during customs clearance, handling, or transportation activities attributable to the Contractor, the Contractor shall bear full financial responsibility, including but not limited to:

- The full replacement value of the goods.
- Any customs duties, taxes, fines, penalties, demurrage, detention, or storage charges arising therefrom.
- Any direct costs or losses incurred by AICT/AQCT/RSCT/EDCT as a result of such incident.

### **d) Acts and Omissions**

The Contractor shall be fully liable for all acts, omissions, negligence, misconduct, or breaches committed by its employees, representatives, agents, drivers, or subcontractors in connection with the performance of the services.

### **e) Delays and Consequential Charges**

The Contractor shall be responsible for any administrative, operational, or logistical delays resulting in demurrage, detention, storage fees, penalties, or operational disruption to AICT/AQCT/RSCT/EDCT, where such delays are attributable to the Contractor.

### **f) Regulatory Penalties**

The Contractor shall bear sole responsibility for any fines, penalties, customs claims, or legal liabilities imposed by Customs Authorities, Port Authorities, or other governmental bodies due to misdeclaration, non-compliance, negligence, or procedural errors attributable to the Contractor.

### **g) Third-Party Claims**

The Contractor shall be liable for any third-party claims, personal injuries, property damage, or losses arising out of or in connection with the performance of the services.

### **h) Indemnity**

The Contractor shall indemnify, defend, and hold harmless AICT/AQCT/RSCT/EDCT, their affiliates, directors, officers, and employees from and against any and all claims, damages, losses, liabilities, costs, and expenses, including legal fees, arising from the Contractor's performance or failure to perform its contractual obligations.

### **i) No Limitation of Liability**

Unless expressly stated otherwise in the Contract, no limitation or exclusion of liability shall apply to the Contractor's obligations under this Clause.

## **6. The Contractor's Obligations**

### **6.1. Customs Clearance Services**

- a) The Contractor shall provide the services described in the Scope of Services in a professional, diligent, and efficient manner, in accordance with the submitted Technical Offer, applicable laws and regulations, and best technical practices.
- b) The Contractor shall be fully responsible for completing all customs clearance procedures and transporting the cleared shipments to AICT/AQCT/RSCT/EDCT warehouses located within Alexandria, El Dekheila, Abu Qir, and Sokhna ports within the maximum period in accordance with Clause 3 (Customs Clearance & Delivery Timeframe).
- c) The Contractor shall always use its best efforts to avoid any delay, disruption, or hindrance to the operational activities of AICT/AQCT/RSCT/EDCT and shall ensure that its services are performed in a manner that supports uninterrupted terminal operations.
- d) The Contractor shall direct and supervise its employees, agents, and representatives to perform all activities strictly in accordance with the instructions, procedures, and directives issued by AICT/AQCT/RSCT/EDCT supervisors and authorized representatives.
- e) The Contractor shall be fully responsible for maintaining accurate, complete, and up-to-date records of all customs clearance activities, declarations, correspondence, permits, approvals, and any other customs-related documentation performed on behalf of AICT/AQCT/RSCT/EDCT.
- f) In the event that the Egyptian Customs Authority or any other governmental body raises inquiries, audits, or investigations related to customs clearance activities conducted under this contract, the Contractor shall handle and respond to such matters on behalf of AICT/AQCT/RSCT/EDCT, including attending meetings, providing documentation, and taking corrective actions as required.
- g) The Contractor shall ensure that all original documents, declarations, invoices, and official customs documentation are personally delivered by the Contractor's authorized representatives to AICT/AQCT/RSCT/EDCT's designated representatives. The Contractor shall not delegate, subcontract, or involve any third party in this duty without prior written approval from AICT/AQCT/RSCT/EDCT.
- h) Any failure by the Contractor to comply with the above obligations may result in service deductions, penalties, or contract termination, without prejudice to AICT/AQCT/RSCT/EDCT's right to claim damages.

### **6.2. Transportation "Haulage" & Inland Services**

- a) Compliance with safety, weight, road regulations and traffic laws & instruction.
- b) The Contractor shall commit fully and irrevocably to providing the required trucks, trailers, and transportation equipment within a maximum of twenty-four (24) hours from the time of receipt of AICT/AQCT/RSCT/EDCT's request (e-mail deemed acceptable).

Failure to mobilize the requested trucks within the specified timeframe shall be deemed a service failure and may result in the application of contractual remedies, including service deductions, penalties, or other actions in accordance with the Contract.

## **7. Confidentiality**

- a) The Contractor shall maintain strict and complete confidentiality of all information, data, documents, records, correspondence, commercial terms, operational details, and materials made available to it by AICT/AQCT/RSCT/EDCT in connection with this tender and any subsequent contract, whether in written, electronic, or oral form.
- b) Under no circumstances, other than for the sole purpose of performing customs clearance services under this Contract, shall the Contractor disclose, divulge, or communicate any information

whatsoever to any third party regarding AICT/AQCT/RSCT/EDCT invoices, pricing, commercial arrangements, or financial information, unless specifically authorized in writing by AICT/AQCT/RSCT/EDCT.

- c) The Contractor undertakes to keep all documentation and information relating to AICT/AQCT/RSCT/EDCT under strict secrecy and shall ensure that such information is not disclosed, directly or indirectly, to any competitors of AICT/AQCT/RSCT/EDCT or to any other client operating in the same field or industry.
- d) Disclosure of information or documentation to Customs Authorities or the General Authority for Investment and Free Zones (GAFI) shall be permitted only if:
  - Such disclosure is formally requested in writing by the relevant authority; and
  - Prior written approval is obtained from AICT/AQCT/RSCT/EDCT before any information or documentation is released.
- e) Access to AICT/AQCT/RSCT/EDCT documentation and information shall be strictly limited to the Contractor's own personnel who require such access for the performance of the services. No other persons or third parties shall be granted access under any circumstances without prior written approval from AICT/AQCT/RSCT/EDCT.
- f) The Contractor shall ensure that all its personnel, agents, and representatives are bound by confidentiality obligations no less stringent than those set forth in this Clause and shall remain fully liable for any breach thereof.
- g) The confidentiality obligations under this Clause shall remain in force during the tender process, throughout the contract term, and for a period of five (5) years following the expiration or termination of the Contract, for any reason whatsoever.
- h) Any breach of this Clause shall constitute a material breach of the Contract, entitling AICT/AQCT/RSCT/EDCT to exercise its rights under the Termination Clause, in addition to any other remedies available under the Contract or applicable law.

## **8. Contracting Duration**

- 8.1. AICT Contracting duration is three (3) years effective from 1 JULY 2026.
- 8.2. AQCT Contracting duration is three (3) years effective from 1 JULY 2026.
- 8.3. RSCT Contracting duration is three (3) years effective from 1 JULY 2026.
- 8.4. EDCT Contracting duration is three (3) years effective from 1 JULY 2026.

## **9. Selection Criteria**

Tenders shall be evaluated based on the Contractor's technical capability, operational capacity, financial soundness, and relevant experience. To be considered eligible, bidders shall meet the following minimum criteria.

## **10. Experience & Track Record**

- a) The Contractor shall have a minimum of ten (10) years of proven experience in providing customs clearance and transportation services within Egypt.
- b) The Contractor shall demonstrate relevant experience with seaports, container terminals, free zones, or large industrial / infrastructure clients, preferably within port or logistics-intensive environments.
- c) Documentary evidence shall be provided, including:
  - Client references.
  - Copies of contracts, work orders, or completion certificates.
  - Description of similar projects executed during the last ten (10) years.

**10.1. Operational Capacity & Fleet Availability**

- a) The Contractor shall demonstrate the availability of sufficient owned and/or leased transportation fleet, including trucks, trailers, and specialized equipment as required for the scope of services.
- b) The Contractor shall confirm its ability to mobilize additional vehicles, drivers, and resources at short notice to meet fluctuations in operational demand.
- c) Details of the fleet shall be submitted, including:
  - Vehicle types and capacities.
  - Model years and ownership status.
  - Licensing, insurance, and maintenance arrangements.

**10.2. Financial Capability & Legal Compliance**

- a) The Contractor shall be financially sound and legally compliant, with no material legal disputes or regulatory violations that may adversely affect service performance.
- b) The Contractor shall submit the following documents as part of the technical offer:
  - Valid Commercial Registration, Tax Card, and VAT Registration.
  - Evidence of compliance with tax and social insurance obligations.
  - Audited financial statements or financial summaries for the last three (3) fiscal years (if required by AICT/AQCT/RSCT/EDCT).
- c) AICT/AQCT/RSCT/EDCT reserve the right to verify the Contractor's financial standing and legal compliance with relevant authorities.

**10.3. General Eligibility**

- a) Failure to meet any of the above minimum criteria may result in disqualification of the tender submission.
- b) AICT/AQCT/RSCT/EDCT reserve the right to request clarifications, additional documents, or site visits to validate the information submitted by the bidders.

**11. Instructions to Bidders****11.1. Selection and award requirements**

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

- a) These instructions are mandatory conditions of tendering assessment and any tender bid which does not follow these instructions will be considered incomplete bid and shall be disqualified.
- b) Declare agreement, conformity, and compliance with:
  - Anti-barbery document.
  - Ports Group Policy 62-2021 Supplier code of conduct.
  - Whistleblowing Policy (63-2023)
  - Safety annex.
- c) Declare agreement, conformity, and compliance with the provisions of the Tender's Declaration in Tender Response Format.
- d) Declare agreement, conformity, and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format.
- e) No unauthorized alteration or ensure to the text of the tender documents shall be permitted any tender containing such alternation or ensure not be considered.
- f) The contractor shall be required to check the number of pages of the specifications etc. Should he find any missing, duplicate, or indistinct, he must inform the "AICT/AQCT/RSCT/EDCT" purchaser at once and will have the same rectified.

- g) The Contractor must at his own expense obtain for himself all information that may be necessary for the submission of his tender. The "AICT/AQCT/RSCT/EDCT" purchaser will not meet any costs incurred by the Contractor in preparing or submitting his tender.

### 11.2. Submission Format

- a) Bidders shall submit two (2) separate sealed envelopes, clearly marked as follows:
- Envelope (A): Technical Offer
  - Envelope (B): Financial Offer
- b) The Technical and Financial Offers must not be combined under any circumstances. Any bid containing financial or pricing information within the Technical Offer shall be disqualified.
- c) The tender bid shall be enclosed in sealed envelopes addressed, endorsed, and deposited as required by the letter of Invitation.
- d) The Contractor shall submit the following:
- The complete set of forms of tender includes both deviation and particular lists (a list of items that are deviated from the purchaser's requirements in the specification and the list of installed particulars).
  - Complete and detailed technical specification of (Contractor proposal) including sub-supplier's brochures and full details.

### 11.3. Signing, Stamping & Validity

- a) All tender documents, forms, schedules, declarations, and annexes shall be duly signed and stamped by an authorized signatory of the bidding company.
- b) The bidder shall provide documentary evidence of authorization (e.g., board resolution, power of attorney) for the signatory.
- c) Unsigned or unstamped tenders, or tenders signed by unauthorized persons, shall be considered non-responsive and rejected.

### 11.4. Deviations & Exceptions

- a) Any deviation, exception, qualification, or alternative proposal to the requirements of this tender must be clearly and explicitly stated in a separate section titled "Deviations and Exceptions" within the Technical Offer.
- b) Deviations not clearly disclosed or embedded implicitly within the bid shall not be accepted and AICT/AQCT/RSCT/EDCT shall assume full compliance with the tender requirements.
- c) AICT/AQCT/RSCT/EDCT reserve the right to accept or reject any deviation at their sole discretion, without obligation to provide justification.

### 11.5. Compliance & Disqualification

- a) Failure to comply with any of the above submission requirements may result in immediate disqualification of the tender.
- b) AICT/AQCT/RSCT/EDCT reserve the right to:
- Reject any incomplete, conditional, or non-compliant bid.
  - Request clarifications without allowing any change in price or substance.
  - Waive minor administrative irregularities were deemed appropriate.

## **12. Termination**

### **12.1. Right of Termination**

AICT/AQCT/RSCT/EDCT shall have the absolute right to terminate the Contract, in whole or in part, with immediate effect and without prior notice, in any of the following cases:

- a) Non-compliance with the technical, operational, or safety specifications stipulated in this Contract or in AICT/AQCT/RSCT/EDCT HSE requirements.
- b) Failure to provide replacement vehicles, equipment, or personnel within the required timeframe as specified in the Contract or upon AICT/AQCT/RSCT/EDCT's written notification.
- c) Repeated delays, service interruptions, or failure to meet agreed service levels, whether or not such failures result in financial loss.
- d) Any material breach of the Contract terms and conditions, including but not limited to legal, financial, compliance, confidentiality, or performance-related obligations.

### **12.2. Financial Consequences of Termination**

- e) In the event of termination under this Clause, AICT/AQCT/RSCT/EDCT may withhold, set off, or deduct from any outstanding or unpaid amounts due to the Contractor any direct damages, losses, penalties, or costs incurred as a result of the Contractor's non-performance, breach, or default.
- f) Termination under this Clause shall be without prejudice to any other rights, remedies, or claims available to AICT/AQCT/RSCT/EDCT under the Contract or applicable law, including the right to recover additional damages.

## **13. Anticipated project timeline**

### **Start the Service:**

AICT Beginning of JULY 2026  
AQCT Beginning of JULY 2026  
RSCT Beginning of JULY 2026  
EDCT Beginning of JULY 2026

## **14. Primary contact information**

All technical and financial inquiries shall be sent to the official AICT/AQCT/RSCT/EDCT contact points as stated in the Invitation to Tender.

Send questions/inquiries regarding the RFT (Technical/Commercial) to:

- [elfekky.mohamed@aict.com.eg](mailto:elfekky.mohamed@aict.com.eg)
- [Magdy.Ahmed@hpssc.com.eg](mailto:Magdy.Ahmed@hpssc.com.eg)

by the due date. Responses to all submitted questions, and if any update takes place we will be shared with all participating bidders.

### **Note:**

**Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.**