

ممارسة عامة رقم
(٢٠٢١ / ٣١٥)
تاريخ ١٤ / ١٢ / ٢٠٢١

وزارة قطاع الاعمال العام
الشركة القابضة للنقل البحري والبري
فرع شركة الاسكندرية لتداول الحاويات والبضائع
منطقة حرة خاصة
(ش.ت.م.م)

كراسة
الشروط المواصفات الفنية للممارسة العامة
رقم
(٣١٥) لسنة ٢٠٢١
لشراء عدد (٩) مقطورات
لمحطتي الإسكندرية والدخيلة

ARAB REPUBLIC OF EGYPT

MARITIME TRANSPORT COMPANY

**ALEXANDRIA CONTAINER AND CARGO
HANDLING COMPANY**

DESIGN, MANUFACTURE AND DELIVERY OF BRAND
NEW NINE (9) TRAILERS (40 FEET) OF NOMINAL NET LOAD
CAPACITY 70 TON

GENERAL BARGAIN

FOR

**BRANCH OF ALEXANDRIA CONTAINER AND
CARGO HANDLING COMPANY (PRIVATE FREE ZONE)**

QUAY 23 PORT OF ALEXANDRIA - EGYPT

Chapter (I)

GENERAL CONDITIONS

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GENERAL CONDITIONS

FOR GENERAL BARGAIN TO DESIGN, MANUFACTURE AND DELIVERY NINE(9) TRAILERS (40 FEET) OF NOMINAL NET LOAD CAPACITY 70 TON

BARGAINERS ARE INVITED BY FOREIGN PURCHASING COMMITTEE OF ALEXANDRIA CONTAINER & CARGO HANDLING COMPANY (ACCHCO.) TO SUPPLY, DELIVERY AND OF NINE (9) TERMINAL TRAILERS (40 FEET) OF NOMINAL NET LOAD 70 TON FOR BRANCH OF ALEXANDRIA CONTAINER & CARGO HANDLING COMPANY-PRIVATE FREE ZONE, QUAY 23 PORT OF ALEXANDRIA - EGYPT AS MENTIONED IN TECHNICAL SPECIFICATIONS .

- THREE (3) TRAILERS FOR BRANCH OF ALEXANDRIA CONTAINER TERMINAL – PRIVATE FREE ZONE (ALEX)
- SIX (6) TRAILERS FOR BRANCH OF DEKHEILA CONTAINER TERMINAL – PRIVATE FREE ZONE (DEKH)
- BEFORE SUBMITTING THE BARGAINS THE BARGAINERS SHOULD CAREFULLY REVISE THESE INSTRUCTIONS AND TECHNICAL SPECIFICATIONS.
- BARGAINERS HAVE THE RIGHT TO ASK ANY QUESTIONS THAT CAN CLARIFY ANY MISUNDERSTANDING BEFORE SUBMITTING THEIR OWN PROPOSAL UP TO 21 DAYS BEFORE OPENING ENVELOPE (A).
- BARGAINERS MUST PRESENT THEIR BARGAIN COMPLYING WITH TECHNICAL SPECIFICATIONS, IN CASE BARGAINS NOT COMPLYING WITH THE TECHNICAL SPECIFICATIONS THE COMPANY HAS THE RIGHT TO REJECT THESE BARGAINS.
- BARGAINERS SHOULD CONSIDER ALL THE BARGAIN ITEMS AND STICK TO THE SPECIFIED TECHNICAL SPECIFICATIONS IF ANY BARGAINER DESIRES TO OFFER SPECIAL CONDITIONS OR INTRODUCE TECHNICAL CHANGES OR ALTERATION HE MAY SEND THESE MODIFICATIONS BY SEPARATE LETTER PROVIDED THAT IT REACHES THE PURCHASING COMMITTEE BEFORE THE FIXED DATE AND TIME FOR SUBMITTING THE ENVELOPE (A).
- BARGAINERS SHOULD COMPLY WITH ALL THE BARGAIN'S BOOK ATTACHED SPECIMENS ESPECIALLY THE CONTRACT TERMS & CONDITIONS, AND THE COMPANY COULDN'T ACCEPT ANY AMENDMENTS UPON IT.
- THE COMPANY COULDN'T ACCEPT ANY QUESTIONS CONCERNING THE DESIGN , REVIEWING THE DRAWING OR AMENDMENTS AFTER THE FIXED DATE AND TIME FOR UNSEALING ENVELOPE (A)
- NO ATTENTION WILL BE PAID TO BARGAINS NOT INCLUDING THE FINANCIAL C.V REQUIRED IN ENVELOPE (A) AS IT IS CONSIDERED AN OBLIGATION
- IN CASE OF INSERTING ANY FINANCIAL / COMMERCIAL CONDITIONS IN THE TECHNICAL OFFER , NO ATTENTION WILL BE PAID TO THIS CONDITION .
- BARGAINER IS OBLIGED TO SIGN AN ACCEPTANCE UNDERTAKEN AS PER ATTACHED FORM.
- ALL QUESTIONS & ANSWERBACKS WILL BE SUBMITTED TO ALL BARGAINERS.

ART. 1- SUBMISSION OF BARGAINS:

THE BARGAINS MUST BE DELIVERED IN THREE COPIES (ONE ORIGINAL + 2 PHOTOCOPIES) AND PLACED IN 2 SEPARATE ENVELOPES (A, B) SEALED WITH SEALING WAX.

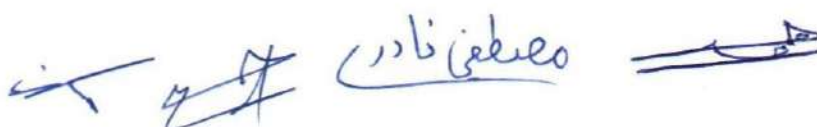
IN CASE OF ANY DISCREPANCY, THE ORIGINAL SHOULD BE CONSIDERED.

THE BARGAIN DOCUMENTS TO BE PRESENTED AS FOLLOWS:

ENVELOPE (A) : INCLUDES THE FOLLOWING:

1. TECHNICAL OFFER AND TECHNICAL SPECIFICATIONS.
2. PAST EXPERIENCE (REFERENCE LIST) AUTHORIZED BY THE CHAMBER OF COMMERCE.
3. THE PROVISIONAL DEPOSIT.

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Handwritten signature and stamp in blue ink, including the name 'عبدالله نادر' (Abdullah Nader) and a signature.

4. FORM 14C , COPY OF TAXES CARD & COMMERCIAL REGISTRY FOR LOCAL AGENT OR LOCAL BARGAINER .
5. FINANCIAL C.V FOR THE SUPPLIER CONFIRMED BY FIRST CLASS BANK.
6. THE COMMITMENT ATTACHED WITH TECHNICAL SPECIFICATIONS SIGNED BY AUTHORIZED PERSON .
7. POWER OF ATTORNEY FROM SUPPLIER TO AUTHORIZED PERSON RESPONSIBLE TO SIGN THE CONTRACT
8. SOFT COPY OF THE TRCHINICAL OFFER.
9. ALL ORIGINAL DOCUMENTS MUST BE STAMPED

ENVELOPE (B) : INCLUDES THE FOLLOWING :

ITEMIZED FINANCIAL OFFER AND CONDITIONS AND ANY ELEMENTS AFFECTS THE FINANCIAL OFFER AND SOFT COPY FROM THE FINACIAL OFFER AND ALL DOCUMENTS MUST BE STAMPED.

- BOTH ENVELOPES (A) & (B) SHOULD BE PUT TOGETHER INSIDE ANOTHER ENVELOPE TO BE SUBMITTED ON DATE OF OPENING ENVELOPE (A) & TO BE ADDRESSED AS FOLLOWS:

PRESIDENT OF FOREIGN PURCHASING COMMITTEE OF BRANCH OF ALEXANDRIA
CONTAINER & CARGO HANDLING CO. BRIVATE FREE ZONE. QUAY 23/25 PORT OF ALEXANDRIA .
FAX: 03-4862124 E-MAIL: ALEXCONT@ALEXCONT.COM

TITLE: GENERAL BARGAIN TO SUPPLY AND DELIVERY OF NINE (9) TERMINAL TRAILERS (40 FEET) OF NOMINAL NET LOAD 70 TON

- BARGAIN DOCUMENTS SHOULD BE EITHER DISPATCHED BY REGISTERED MAIL FREE OF ALL CHARGES OR DELIVERED TO COMPANY OFFICE, AGAINST RECEIPT.
- BARGAIN DOCUMENTS SHOULD BE SIGNED BY AUTHORIZED PERSONS.
- THE DATE AND TIME OF ENVELOPES DELIVERY TO THE FOREIGN PURCHASING COMMITTEE SHOULD BE BEFORE 12.00 O'CLOCK AT NOON.

* OPENING OF THE TECHNICAL ENVELOPE (A) AT 12.00 O'CLOCK ON / /202

* OPENING OF THE FINANCIAL ENVELOPE (B) AT 12.00 O'CLOCK ON / /202

FOR SUCCESSFUL AND ACCEPTED TECHNICAL OFFERS.

- ENVELOPES RECEIVED AFTER DATE AND TIME WILL NOT BE CONSIDERED , WHATEVER MAY BE THE REASON OF DELAY.
- BARGAINERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD ATTEND BOTH UNSEALING ENVELOPES (A) & (B) AGAINST A STAMPED AUTHORIZATION FORM ISSUED BY CONTRACTOR TO ATTEND.
- NO ATTENTION WILL BE PAID TO ANY FINANCIAL MODIFICATION RECEIVED AFTER OPENING OF THE ENVELOPE (A).

ART. 2- PRICE LIST:

THE BARGAINERS SHOULD OBSERVE THE FOLLOWING PROCEDURES IN THE PRICE LISTS OR THEIR SUBSTITUTES :

A) PRICE MUST BE GIVEN ON THREE SEPRATE COPIES OF PERFORMA FOR THE INTERNATIONAL TRADE TERMS (CIF BASIS ON SITE ,FOB and EXW) BRANCH OF ALEXANDRIA CONTAINER & CARGO HANDLING COMPANY- PRIVATE FREE ZONE, QUAY 23 PORT OF ALEXANDRIA.

B) **THE PRICE INCLUDED**

* THE VALUE OF THE TRAILERS

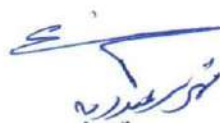
-COST, INSURANCE AND INSPECTION AT FACTORY).

* TESTS, COMMISSIONING IN FACTORY AND AT SITE.

* COSTS AND EXPENSES OF INTERNATIONAL CLASSIFICATION SOCIETY IN FACTORY.

* ATTACHED SPARE PARTS.

*VESSEL DISCHARGING EXPENSES ,CUSTOMS CLEARANCE FEES AND STORAGE FEES IN ARE AND INTERNAL TRANSPORT TO FIRST PARTY CONTAINER TERMINALS LOCATION IN ALEXANDRIA AND DEKHELA PRIVATE FREE ZONE (IN CASE CIF) .



B) TOTAL PRICE SHOULD BE WRITTEN IN FIGURES AND IN WORDS. THE UNIT PRICE FOR EACH ITEM SHOULD BE SPECIFIED IN THE PRICE LIST.

C) NO ERASURES OR CROSSING SHOULD BE MADE IN THE PRICE LISTS.

IN CASE OF ANY DIFFERENCE BETWEEN THE UNIT PRICE AND THE TOTAL PRICE , THE UNIT PRICE WILL BE CONSIDERED CORRECT.

ART. 3- ORIGIN OF ARTICLES:

IT SHOULD BE MENTIONED CLEARLY IN THE BARGAINS THE ORIGIN OF EACH ITEM AND MUST NOT BE UNDER LICENSE. FALSE INFORMATION GIVEN WILL ENTAIL REFUSAL OF THE ARTICLE . THE BARGAINER SHOULD BE SUBMIT A CERTIFICATE OF ORIGIN LEGALIZED BY A.R.E REPRESENTATION WITH SHIPPING DOCUMENTS .

ART. 4-CUSTOM DUTIES AND TAXES:

PRICES QUOTED BY BARGAINERS SHOULD COMPRISE: ALL RIGHT CHARGES, STAMP DUTIES AND ALL OTHER TAXES ACCORDING TO THE BARGAINERS COUNTRY LAW AND FEES TO BE PAID ABROAD ACCORDING TO THEIR LAWS AND REGULATIONS.

ALL STAMP DUTIES AND TAXES TO BE PAID IN ACCORDANCE WITH LAWS OF THE ARAB REPUBLIC OF EGYPT (A.R.E.) SHOULD BE BORN BY THE BRANCH OF (ACCHCO.) - PRIVATE FREE ZONE .

CUSTOMS CLEARANCE WILL BE CARRIED OUT BY THE SUPPLIER ON HIS RESPONSIBILITY AND ACCOUNT (INCLUDING UNLOADING, LOCAL TRANSPORTATION, AND STORAGE CHARGES IN A.R.E) IN CASE OF DELIVERY (CIF)

ART. 5-VALIDITY OF BARGAINS:

BARGAINS MUST BE VALID FOR 90 DAYS FROM THE DESIGNATED DATE OF OPENING ENVELOPE (A).

AT THE EXPIRE DATE OF BARGAIN VALIDITY, THE BARGAINER MAY WITHDRAW HIS PROVISIONAL DEPOSIT, AND IN THIS CASE THE BARGAIN BECOMES NULL AND INEFFECTIVE.

IF THE BARGAINER WITHDRAWS HIS BARGAIN BEFORE THE DESIGNATED DATE OF UNSEALING BARGAINS, THE PROVISIONAL DEPOSIT WILL BE FORFEITED TO THE COMPANY WITHOUT NEED FOR ANY NOTICE OR RECOURS TO COURTS.

IF HE DOES NOT WITHDRAW HIS DEPOSIT, HE WILL BE DEEMED TO REMAIN BOUND BY HIS BARGAIN UNTIL COMPANY RECEIVES NOTICE FROM HIM FOR WITHDRAWAL OF HIS DEPOSIT AND CANCELLATION OF HIS BARGAIN.

ART. 6- RESIDENCE OF BARGAINER:

THE BARGAINER MUST GIVE THE NAME AND ADDRESS OF HIS AGENT OR REPRESENTATIVE RESIDING IN EGYPT.

BARGAINS SUBMITTED BY AGENTS REPRESENTING CONTRACTORS MUST BE ACCOMPANIED BY A POWER OF ATTORNEY DULY AUTHENTICATED BY THE COMPETENT AUTHORITIES.

ART. 7- PAYMENT TERMS:

THE CONTRACT VALUE SHALL BE PAID BY AN IRREVOCABLE & DIVISIBLE LETTER OF CREDIT AND PAYMENT TERMS WILL BE AS FOLLOWS:

- 20% OF THE VALUE OF THE CONTRACT AS ADVANCE PAYMENT AGAINST AN IRREVOCABLE BANK LETTER OF GUARANTEE OF THE SAME VALUE AND CURRENCY WITHOUT ANY CONDITIONS OR RESERVATIONS TO BE SUBMITTED BY THE CONTRACTOR AND ACCEPTED BY THE COMPANY VALID FOR

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A PERIOD NOT LESS THAN TWO MONTHS AFTER THE DATE OF ACCEPTANCE OF THE TRAILERS (AS PER ATTACHED FORM).

THE SAID VALUE SHALL BE TRANSFERRED AGAINST A SIMPLE NOTIFICATION FROM THE COMPANY TO THE BANK.

- 80% OF THE VALUE OF THE CONTRACT AFTER RECEIVING , AND ACCEPTING THE TRAILERS AND ITS ATTACHMENTS BY THE COMPANY.

THE SAID VALUE SHALL BE TRANSFERRED AGAINST A SIMPLE NOTIFICATION FROM THE COMPANY TO THE BANK.

- IF THE BARGAINER DESIRE TO PROPOSE AN ALTERNATIVE PAYMENT TERMS SHOULD BE NOTED THAT ANY ADVANCE PAYMENT (BEFORE RECEIVING ON SITE) WILL BE AGAINST AN IRREVOCABLE BANK LETTER OF GUARANTEE OF THE SAME VALUE AND CURRENCY WITHOUT ANY CONDITIONS OR RESERVATIONS.
- IF THE SUPPLIER NEEDS TO CONFIRM THE L/C, THE CONFIRMATION FEES WILL BE BORN BY HIMSELF.

ART. 8 THE PROVISIONAL DEPOSIT:

BARGAINS MUST BE ACCOMPANIED BY A PROVISIONAL DEPOSIT I.E 110000.00 OR EQUIVALENT .

ART. 9 - PAYMENT OF PROVISIONAL DEPOSIT:

THE PROVISIONAL DEPOSIT MAY BE PAID BY EITHER ONE OF THE FOLLOWING:

- A) DEPOSIT IN CASH MAY BE PAID INTO THE COMPANY TREASURY AGAINST AN OFFICIAL RECEIPT WITH NO INTEREST CALCULATED ON DEPOSIT , A COPY OF THE RECEIPT TO BE ATTACHED WITH THE BARGAIN .
- B) LETTER OF GUARANTEE ISSUED BY ONE OF THE AUTHORIZED LOCAL BANKS WITHOUT ANY CONDITIONS OR RESERVATIONS, THE BANK MUST GIVE DECLARATION TO PAY IT IN FULL IMMEDIATELY TO THE COMPANY ON FIRST DEMAND WITHOUT ANY OPPOSITION OF THE CONTRACTOR (AS PER ATTACHED FORM) , THE LETTER OF GUARANTEE MUST BE VALID UP TO 60 DAYS AFTER THE END OF VALIDITY DATE OF THE BARGAIN .

☞ IN CASE OF SUBMITTING CONDITIONAL L/G, THE BARGAIN WILL BE CANCELLED.

ART.10. REIMBURSEMENT OF THE PROVISIONAL DEPOSIT :

THE PROVISIONAL DEPOSIT IS TO BE REIMBURSED TO NON-SUCCESSFUL BARGAIN WITHOUT APPLICATION AFTER EXPIRATION OF THE SPECIFIED DATE OF BARGAIN VALIDITY OR IF THE FINAL DEPOSIT OF SUCCESSFUL BARGAIN HAS BEEN RECEIVED , WHICH EVER COMES FIRST .

SUCH REIMBURSEMENT IS TO BE MADE AGAINST WITHDRAWAL OF RECEIPT GIVEN FOR CASH PAYMENTS. IF THE GUARANTEE IS A LETTER FROM A BANK, THE LETTER OF GUARANTEE WILL BE RETURNED TO THE BANK ITSELF.

ART 11 - THE FINAL DEPOSIT:

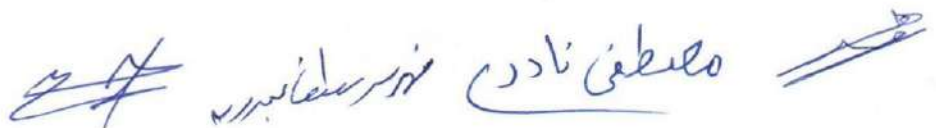
THE BARGAINER WHO'S OFFER HAS BEEN ACCEPTED MUST SUBMIT 10% OF THE TOTAL VALUE OF HIS BARGAIN AS A FINAL DEPOSIT IN SAME CURRENCY WITH MAXIMUM 20 DAYS CALCULATED FROM THE DAY OF BARGAIN ACCEPTANCE NOTIFICATIONS (SUPPLY ORDER) AND NOT ALLOWED TO EXTEND THIS PERIOD.

i.e. : IN CASE OF DELAY IN SUBMITTING THE FINAL DEPOSIT WITHIN THE SAID PERIOD THE COMPANY HAS THE RIGHT TO CANCEL THE CONTRACT, AND PROJECT TO BE PERFORMED ON HIS ACCOUNT BY THE FOLLOWING BARGAINER.

SUCH DEPOSIT WILL BE A SECURITY FOR THE FULFILLMENT OF THE CONDITIONS OF THE CONTRACT, AND FINAL ACCEPTANCE.

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THE FINAL DEPOSIT WILL BE A LETTER OF GUARANTEE ISSUED BY ONE OF THE AUTHORIZED LOCAL BANKS WITHOUT ANY CONDITIONS OR RESERVATIONS, THE BANK MUST GIVE DECLARATION TO PAY IT IN FULL IMMEDIATELY TO THE COMPANY ON FIRST DEMAND WITHOUT ANY OPPOSITION OF THE CONTRACTOR (AS PER ATTACHED FORM) , THE LETTER OF GUARANTEE MUST BE VALID 30 DAYS AFTER THE GUARANTEE PERIOD .

N.B. ALL LETTERS OF GUARANTEE MUST BE ISSUED AND CONFIRMED BY FIRST CLASS BANK IN EGYPT, PREFERABLE NATIONAL BANK OF EGYPT .

ART. 12 - NOT LODGING THE FINAL DEPOSIT:

IF THE BARGAINER DOES NOT LODGE THE FINAL DEPOSIT WITHIN THE PRE-DESCRIBED PERIOD FIXED FOR LODGING THAT DEPOSIT, BY NOTIFICATION WITHOUT NEED FOR OTHER MEASURES, OR HAVING RECOURSE TO COURTS.

THE COMPANY MAY:

- A) CANCEL THE SUPPLY ORDER AND FORFEIT THE PROVISIONAL DEPOSIT.
- B) FULFILL THE WHOLE OR PART OF THE CONTRACT AT THE CHARGE OF THE BARGAINER OR BY ONE OF THE BARGAINERS WHOSE OFFERS COME NEXT TO HIS OWN ONE, OR BY PRIVATE TREATY, OR BY A LIMITED OR GENERAL ADJUDICATION.

IN SUCH EVENT, THE COMPANY WILL HAS THE RIGHT TO DEDUCT THE VALUE OF ANY DAMAGE OR LOSS ARISED FROM THAT EVENT FROM ANY SUMS WHICH ARE OR MAY BECOME DUE TO HIM RELATED TO ANY TRANSACTION WITH THE COMPANY OR BY ANY OTHER GOVERNMENTAL DEPARTMENT AND WITHOUT PREJUDICE TO ITS RIGHT TO BRING A LAWSUIT FOR SUCH LOSSES OR DAMAGE IF IT FAILED TO RECOVER.

ART. 13- ACCEPTANCE OF BARGAIN:

THE BARGAIN WILL BE HELD ON THE LOWEST CONSIDERED PRICE RELATIVE TO ITS TECHNICAL EVALUATION . BARGAIN WILL BE EVALUTED TECHICALLY (BY POINT SYSTEM) , THE WINNER WILL BE THE LOWEST CONSIDERED PRICE ACCORDING TO THE FOLLWING EQUATION :

THE EVALUATION CONSIDERED PRICE =

$$\text{TOTAL PRICE OF THE BARGAIN} \times \frac{\text{HIGHEST TECHNICAL BARGAIN DEGREE}}{\text{TECHNICAL BARGAIN DEGREE}}$$

THE CONTRACTED PRICE WILL BE THE BARGAIN PRICE AFTER FINANCIAL EVALUATION PRICE OF THE LOWEST BARGAIN CONSIDERED PRICE.

IT MAY PLACE THE CONTRACT FOR THE SUPPLY OF THE REQUIRED ITEMS AS A WHOLE OR CANCEL THE ENTIRE BARGAIN ENTIRELY WITHOUT GIVING ANY REASON AND THE SUPPLIER SHALL HAVE NO RIGHT TO CLAIM FOR DAMAGE OR ANYTHING ELSE.

ART. 14 – CORRESPONDENCE:

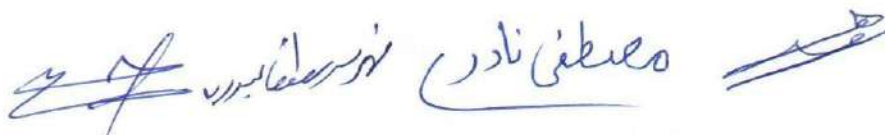
SUPPLIERS ABROAD ARE TO BE NOTIFIED BY FAX OR E-MAIL OR CONFIRMED REGISTERED MAIL.

ART. 15 - THE CONTRACT:

THE CONTRACT TO BE SIGNED BY THE SUPPLIERS OR HIS COMMERCIAL AGENT AGAINST POWER OF ATTORNEY { PRESENTED WITH ENVELOPE (A) } WITHIN 20 DAYS FROM THE DATE OF SUPPLY ORDER .

IN CASE OF DELAY IN SIGNING THE CONTRACT WITHIN THE SAID PERIOD THIS IS CONSIDERED WAIVING FROM HIS PART TO PERFORM THE PROJECT; THE COMPANY HAS THE RIGHT TO PERFORM THE PROJECT BY THE FOLLOWING BARGAINER AND THE PRICE DIFFERENCE TO BE BORNE BY THE WAIVING PARTY.

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IF THE SUPPLIER MAKE ANY CHANGE IN THE TECHNICAL SPECIFICATION SUBMITTED IN HIS TECHNICAL OFFER FOR ANY REASON AFTER SIGNING THE CONTRACT, THIS IS CONSIDERD A FAULT & FAILURE FROM HIS SIDE TO MEET THE BARGAIN BOOK REQUIREMENTS, AND IN SUCH CASE THE COMPANY HAS THE RIGHT TO CANCEL THE CONTRACT, AND PROJECT TO BE PERFORMED ON HIS ACCOUNT BY THE FOLLOWING BARGAINER.

ART. 16 - CESSION OF CONTRACT:

UNDER NO CIRCUMSTANCE IT IS UNALLOWABLE FOR THE BARGAINER OR CONTRACTOR TO ASSIGN THE CONTRACT OR AMOUNTS DUE TO HIM OR TRANSMIT ITS OBLIGATIONS OR RIGHTS PARTIALLY OR TOTALLY TO A THIRD PARTY .

ART. 17 - CANCELLATION OF CONTRACT:

THE CONTRACT MAY BE CANCELED AND THE DEPOSIT FORFEITED TO THE RIGHT OF THE COMPANY (WITHOUT PREJUDICE) TO ANY DAMAGES RESULTING FROM SUCH PROCEDURE IN THE FOLLOWING CASES:

A) IF THE CONTRACTOR RESORTS TO FRAUD OR TO DECEIT IN HIS DEALING , IN SUCH CASE HIS NAME WILL BE DELETED FROM THE LIST OF CONTRACTORS AND HE WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ADJUDICATION OR BARGAIN IN ADDITION TO TAKE LEGAL ACTION IF NECESSARY .

B) IF IT IS PROVED THAT THE CONTRACTOR HAS ATTEMPTED PERSONALLY OR BY MEANS OF ANOTHER PERSON, DIRECTLY OR INDIRECTLY, TO OFFER BRIBERY TO ANY EMPLOYER, OR HAS COMMITTED ANY HARM TO THE COMPANY, HIS NAME WILL BE DELETED FROM THE LIST OF CONTRACTORS AND COMPANY WILL TAKE LEGAL ACTION AGAINST HIM.

C) IF HE BECOMES BANKRUPT OR HAS FINANCIAL DIFFICULTY.

ART. 18 - DECEASE OF THE CONTRACTOR:

IF THE SUPPLIER IS DECEASED, THE COMPANY (THROUGH A NOTICE) WITHOUT NEED FOR A JUDICIAL PROCEEDING OR RESORTING TO THE COURTS MAY EITHER:

A) CANCEL THE CONTRACT AND REFUND THE DEPOSIT, IF NO CLAIMS ARE EXISTED AGAINST HIM.

B) ALLOW HIS HEIRS ON HIS DEMAND TO CONTINUE THE EXECUTION OF THE CONTRACT, PROVIDED THAT THEY APPOINT SOMEONE TO REPRESENT THEM LEGALLY WITH OFFICIAL POWER OF ATTORNEY AND PROVIDED THAT SUCH REPRESENTATIVE IS ACCEPTED BY THE COMPANY. IF THE CONTRACT INCLUDES SEVERAL CONTRACTORS, AND ONE OF THEM IS DECEASED, THE COMPANY MAY CANCEL THE CONTRACT AND REFUND THE DEPOSIT OR MAY ALLOW HIS ASSOCIATES TO CONTINUE THE CONTRACT.

ART. 19- DAMAGE IN TRANSPORT AND INSURANCE:

THE SUPPLIER SHALL BE FULLY RESPONSIBLE FOR THE TRAILERS AND ITS ATTACHMENTS UNTIL ACCEPTANCE ON SITE IN CASE CIF.

ART. 20 - DELIVERY OF THE ITEMS:

IN CASE CIF THE TRAILERS SHOULD BE DELIVERED TO THE BRANCH OF (ACCHCO.)-PRIVATE FREE ZONE PREMISES, QUAY 23 PORT OF ALEXANDRIA -EGYPT, AS MENTIONED IN TECHNICAL SPECIFICATIONS

. THE SUPPLIER IS RESPONSIBLE FOR UNLOADING THE TRAILERS & ITS ATTACHMENTS FROM THE SHIP TO THE BRANCH OF (ACCHCO.) - PRIVATE FREE ZONE PREMISES, QUAY 23 PORT OF ALEXANDRIA - &DEKHILA EGYPT.

-IN CASE (FOB - EXW) ACCORDING TO THE CONTRACT BETWEEN ACCHCO AND THE BARGAIN.

-THE BARGAINER MUST STATE IN HIS BARGAIN THE TOTAL PERIOD NECESSARY TO SUPPLY THE ITEMS WHICH TO BE COUNTED FROM THE DATE OF THE TWO PARTIES SIGN THE CONTRACT, AND MUST

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SUBMIT THE SCHEDULE OF SUPPLY (WITHIN ONE MONTH AFTER CONTRACT COMING IN FORCE). ON THE ARRIVAL OF THE CONTRACTED ITEMS TO SITE A COMMITTEE APPOINTED BY THE COMPANY WILL BE ON SITE TO CARRY OUT THE TESTS UNDER THE SUPERVISION OF THE INTERNATIONAL SOCIETY.

THE COMMITTEE IS ENTITLED TO EXAMINE EACH ITEM AND ALL ITS PARTS TO CHECK THAT ALL ARE SOUND AND IN GOOD CONDITION. ALL TESTS AND CERTIFICATES SHOULD BE ON THE SUPPLIER

RESPONSIBILITY AND ON HIS EXPENSE. THE SUPPLIER MUST DELIVER THE CONTRACTED ITEMS WITHIN THE PERIODS AND PLACES SPECIFIED IN THE CONTRACT ACCORDING TO THE ORDER OF SUPPLY.

ART. 21 - REJECTION OF ITEMS AND WORKS:

IN CASE OF ONE OR MORE ITEMS FOUND MISSING, DAMAGED, DETERIORATED OR HAVE ANY DEFICIENCY OR DEFECT OR NOT IN CONFORMITY WITH THE APPROVED SAMPLE OR WITH THE SPECIFICATIONS WILL BE REJECTED BY THE COMMITTEE WITH A NOTICE IN WRITING TO THE CONTRACTOR, OR HIS AGENT EXPLAINING THE REASON OF REJECTION, AND REQUIRING HIM TO WITHDRAW THE REJECTED ARTICLES AND SUPPLY REPLACEMENT WITHIN TEN WORKING DAYS MAX. EXCLUDES CUSTOMS CLEARANCE PERIOD CALCULATED FROM THE NEXT DAY OF NOTIFYING THE SECOND PARTY OR HIS COMMERCIAL AGENT BY FAX OR E-MAIL. AFTER THIS PERIOD THE COMPANY HAS THE RIGHT TO TAKE THE NECESSARY PROCEDURES FOR REPLACEMENT ON THE CONTRACTOR'S ACCOUNT. THE CONTRACTOR HAS NO RIGHT TO DISCUSS THE EXPENSES INCURRED THE MANNER ADOPTED BY THE COMPANY IN CARRYING OUT.

THE REJECTED ITEMS SHALL REMAIN AT THE CONTRACTORS RISK UNTIL THE DATE OF THEIR REMOVAL. IN ALL CASES THE REJECTED ITEMS MUST BE WITHDRAWN WITHIN (1) ONE WEEK FROM THE DAY NEXT TO THE DATE OF THE NOTIFICATION. ELSE A STORAGE FEE EQUAL (2) PERCENT OF THE VALUE OF THE GOODS PER WEEK, OR ANY FRACTION OF WEEK UP TO FOUR WEEKS WILL BE CHARGED. AFTER THIS PERIOD THE COMPANY WILL HAS THE RIGHT TO SELL THESE GOODS AND DEDUCT FROM THE SALE PRICE ANY AMOUNT WHICH MAY BE DUE TO IT, THE COMPANY IS NOT RESPONSIBLE FOR ANY DAMAGE WHICH MAY OCCUR TO THE REJECTED ARTICLES THROUGH FIRE OR OTHER CAUSE PENDING THEIR WITHDRAWAL BY THE CONTRACTOR OR DISPOSAL THEREOF BY THE COMPANY.

ART. 22- DELAY IN DELIVERY:

IN CASE OF DELAY, ON THE SUPPLIER PART IN THE SUPPLY OF THE WHOLE OR PART OF CONTRACT AFTER THE DATE FIXED IN THE CONTRACT. THE COMPANY MAY GRANT TO THE SUPPLIER AN EXTENSION PERIOD FOR THE SUPPLY SUBJECT TO FINE IN RESPECT OF THE DELAY AS (1%) FOR EVERY WEEK OR PART OF IT, IN ANY CASE THE TOTAL AMOUNT OF THIS FINE SHALL NOT EXCEED (3%) OF THE VALUE OF THE CONTRACT. FINE WILL BE CALCULATED TO THE FULL VALUE OF THE TRAILERS, IF THE DELAYED PART WOULD DIRECT OR INDIRECT LEAD UP TO HINDER THE TRAILERS USAGE WITH FULL SATISFACTION AS WELL AS WITHIN THE FIXED DELIVERY PERIOD.

IN CASE OF THE SUPPLIER WOULD FAIL TO FULFIL ANY OF THE CONTRACT CONDITIONS OR IN CASE HE BREACHES OR FAILURE TO PERFORM ANY OF HIS CONTRACTUAL OBLIGATIONS, HE HAS TO PROPERLY START CURE SUCH A DISCREPANCY WITHIN (10) TEN WORKING DAYS MAX. EXCLUDES CUSTOMS CLEARANCE PERIOD FROM THE NEXT DAY OF NOTIFYING HIM OR HIS COMMERCIAL AGENT THROUGH A REGISTER CERTIFIED LETTER BY MAIL, FAX OR E-MAIL OTHERWISE THE COMPANY HAS THE RIGHT TO ADOPT EITHER OF THE TWO FOLLOWING ALTERNATIVES, WITHOUT NEED OF HAVING RECOURSE TO THE COURTS:

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A) PROCURE ELSE WHERE EITHER BY PRIVATE TREATY, OR BY LIMITED OR PUBLIC ADJUDICATION OR BARGAIN FOR THE OBLIGATIONS WHICH THE SUPPLIER FAILED TO SUPPLY, ANY EXCESS IN PRICE DUE TO SUCH PROCUREMENT PLUS ANY OTHER CHARGES OVER AND ABOVE THE AMOUNT OF FINE INFLICTED ON ACCOUNT OF DEFAULTS OFFERED IN SUPPLY ARE TO BE DEDUCTED FROM THE DEPOSIT OFFERED IN SECURITY ON THE CONTRACT OR FROM ANY SUMS THAT MAY BE DUE TO THE CONTRACTOR BY THE COMPANY OR BY ANY OTHER GOVERNMENTAL DEPARTMENT. SHOULD HOWEVER THE PROCUREMENT PRICE OF ANY ARTICLES BE LESS THAN THAT OF THIS CONTRACT, HE WILL NOT BE ENTITLED TO THE DIFFERENCE AS WELL AS WILL NOT BE EXEMPTED FROM THE FINE RELATING TO THE DELAY IN SUPPLY OR THE OTHER CHARGES .

B) CANCEL THE CONTRACT CONNECTION WITH THESE OBLIGATIONS AND FORFEIT THE FINAL DEPOSIT AT (10%) OF ITS VALUE AS WELL AS ALL FINES DUE TO THE COMPANY AFTER SERVING A NOTICE TO THE CONTRACTOR AND WITHOUT NEED OF HAVING RECOURSE TO THE COURTS AND WITHOUT PREJUDICE TO ITS RIGHT TO COMPENSATION.

ART. 23 - PROVISIONAL ACCEPTANCE:

IN THE DATE WHEN THE TRAILERS HAVE BEEN TESTED BY THE COMMITTEE APPOINTED BY THE COMPANY UNDER THE SUPERVISION OF THE INTERNATIONAL SOCIETY, AND TRAINING HAS BEEN COMPLETED , APROVISIONAL ACCEPTANCE CERTIFICATE WILL BE ISSUED.

ART. 24 – GUARANTEE:

THE BARGAINER WILL GUARANTEE THE TRAILERS FOR A PERIOD OF TWELVE (12) MONTHS FOLLOWING PROVISIONAL ACCEPTANCE OF THE TRAILERS BY THE COMPANY AND TWENTY FOUR (24) MONTHS FOR CHASSIS .

THE SUPPLIER GUARANTEES THAT THE TRAILERS WILL WORK EFFICIENTLY TO PERFORM ALL REQUIRED TARGETS DURING THE GUARANTEE PERIOD AND IN ALL CASES , ON REPLACING ANY PART OF THE TRAILERS PARTS DURING THE GUARANTEE PERIOD , AS A RESULT OF ANY DEFECTS , A NEW GUARANTEE PERIOD OF TWELVE (12) MONTHS FOR THIS PART OF THE TRAILERS WILL BE CONSIDERED AND STARTED FROM DATE OF BEING EFFICIENTLY OPERATED AFTER REPLACEMENT .

ART 25 - FINAL ACCEPTANCE:

UPON CONCLUSION OF GUARANTEE PERIOD IF TRAILERS HAS BEEN PROVED SATISFACTORY, FINAL ACCEPTANCE WILL BE GIVEN AND SUPPLIER'S LETTER OF GUARANTEE WILL BE RELEASED.

ART. 26 - LEGAL DISPUTES:

LEGAL DISPUTES AND ACTIONS ARISING OUT THE CONTRACT SHOULD BE DEALT ACCORDING TO THE EGYPTIAN LAW WITH THE EGYPTIAN COURTS IN ALEXANDRIA STIPULATIONS OF THE REGULATION RELATING TO ADJUDICATION ARE TO BE CONSIDERED COMPLEMENTARY TO THE CONDITIONS OF CONTRACT WHERE NO STIPULATIONS HAVE BEEN MADE IN IT .

ART. 27 – FORCE MAJEURE :

FORCE MAJEURE IS APPLIED WHEN EVENTS OUTSIDE THE CONTROL OF THE SUPPLIER OCCURE SUCH AS RIOTS OR CIVIL COMMOTION , WAR OR CIVIL WAR , FLOOD , EARTHQUAKE , LANDSLIDE OR SIMILAR NATURAL DISASTERS, ALSO FOREIGN GOVERNMENTS WARNINGS FOR TRAVELING RESTRICTIONS FOR THEIR CITIZENS IN CASE OF INSTABILITIES INSIDE EGYPT. THE SUPPLIER MUST DECLARE AND PROVE THESE EVENTS AT ONCE AND SATISFACTION OF THE COMPANY THAT THESE EVENTS WERE REASONABLY OUTSIDE HIS CONTROL .

Handwritten signatures and stamps at the bottom of the page, including a signature that appears to read "مصطفى نادر" (Mustafa Nader) and another signature to the left.

ART 28 SECRITNESS OF DOCUMENTS

ALL DOCUMENTS CONCERNING THIS CONTRACT ARE CONSIDERED TOP CONFIDENTIAL.

ART. 29- LAWS AND REGULATIONS:

THE SUPPLIER UNDERTAKES TO OBEY ALL GOVERNMENTAL AND LOCAL LAWS AND REGULATIONS CONCERNING EXECUTION OF THIS CONTRACT AND SHOULD BE RESPONSIBLE FOR THE DISCIPLINE IN THE SITE. THE SUPPLIER HAS TO OBEY THE ORDER OF THE COMPANY TO DISMISS ANY EMPLOYEE WHO NEGLECT IN HIS WORK OR DOES NOT OBEY THE RULES OR REGULATIONS OF THE COMPANY OR TRIES TO CHEAT THE SUPPLIER UNDERTAKES ALL THE SAFETY MEASURES (O.H.S.A.S) TO AVOID ALL INJURIES OR DEATH OF THE WORKERS OR ANY THIRD PARTY IN THE SITE OR DAMAGE TO ANY PERSON OR MATERIAL OR PHYSICAL DAMAGE TO PROPERTY WHATSOEVER.

THE RESPONSIBILITIES IN SUCH CASE ARE DIRECT WITHOUT THE INTERVENTION OF THE COMPANY. IF THE SUPPLIER FAILS TO FULFILL THESE MEASURES THE COMPANY SHOULD UNDERTAKES TO FULFILL ALL THE SAFETY MEASURES ON HIS ACCOUNT, THE SUPPLIER SHOULD INSURE ALL HIS WORKERS AGAINST ACCIDENTS AND CIVIL INJURIES AND WILL BE SOLELY RESPONSIBLE FOR THEM FOR INDEMNITY .

ART . 30 – FINANCIAL EVALUATION :

AS MENTIONED IN PROFORMA INVOICE FORMS.

BARGAIN SHOULD ATTACH THREE SEPARATE INVOICE PERFORMA FOR (CIF –FOB-EXW) IN FINANTIAL OFFER ENVELOPE "B".

ART. 31

In case of submitting an offer from local supplier may be the offer contains submitting import invoice from the external supplier in the name of (branch of Alexandria container and cargo handling company – privet free zone) to procedure customs clearance by our company but in this case the local supplier have to be obliged by the following:-

- 1- Submitting a local invoice by his name.
- 2- Has no right to claim submitting exemption VAT form.

ART . 32 OTHER CONTRACT RULES :

THE RULES OF CONTRACT, PURCHASING AND STORES REGULATIONS OF ACCHCO. ARE APPLICABLE ON THIS CONTRACT AND ITS EXECUTIVE STATUS IS CONSIDERED AN INTEGRAL PART IN CASE OF ANY STIPULATION NOT INCLUDED.

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m
عبدالله نادر

ART 33

THE SUPPLIER (SECOND PARTY) SHALL PAY ANY CUSTOMS DUTIES OR EXPENSES RESULTING FROM UNDELIVERED ITEMS OR ITEMS WHICH ARE DELIVERED SEPARATELY AFTER THE DELIVERY OF THE CONTRACTED TRAILERS.

ART34

FIRST PARTY HAS THE RIGHT TO INCREASE THE QUANTITY OF CONTRACTED ITEMS NOT EXCEEDING OF 50% WITH THE SAME CONDITIONS AND SPECIFICATIONS TILL THE PRELIMINARY ACCEPTANCE OF THE CONTRACTED ITEMS WITHOUT THE SECOND PARTY SHALL HAVE THE RIGHT TO CLAIM ANY COMPENSATION OR PRICE DIFFERENCES.

Handwritten signature in Arabic script, possibly reading "محمد بن عبد الله".

Handwritten signature in Arabic script, possibly reading "محمد بن نادر".

Handwritten signature in Arabic script, possibly reading "محمد بن نادر".

ART 35

It takes care of the following:-

- Cabinet Resolution No. 1602 of 2021, in which it is prohibited to contract with any of the suppliers, contractors or service providers of any kind, unless the contractor (companies registered in the Senior financiers Center - companies registered in the Medium financiers Center) are registered in the electronic invoice system
- Tax Authority Head Decision No. 85 of 2021 obligating all companies to register in the electronic tax billing system.
- Customs Law No. 207 of 2020 and its executive regulations regarding the pre-registration of all shipments incoming to the company ACI

The following is taken into account:-

يرعى الاتي :-

- قرار مجلس الوزراء رقم ١٦٠٢ لسنة ٢٠٢١ الذي يحظر فيه التعاقد مع اى من الموردين أو المقاولين أو مقدى الخدمات أى كان نوعها الا اذا كان المتعاقد (الشركات المسجلة بمركز كبار الممولين- الشركات المسجلة بمركز متوسطى الممولين) مسجلة فى منظومة الفاتورة الالكترونية .
- قرار رئيس مصلحة الضرائب رقم ٨٥ لسنة ٢٠٢١ بالتزام كافة الشركات بالتسجيل بمنظومة الفواتير الضريبية الالكترونية .
- قانون الجمارك رقم ٢٠٧ لسنة ٢٠٢٠ ولائحة التنفيذية بشأن التسجيل المسبق لجميع الشحنات الواردة للشركة ACI
- و يراعى الاتي :-

١. التسجيل على منصة كارجو اكس للمورد الخارجى بالمواقع الاتية

1- 1. Register on the CargoX platform for the external supplier at the following sites

<https://help.cargox.digital/en/user-/https://help.cargox.digital/en/user-manual/registration/new-company-registration>
<https://help.cargox.digital/en/user-manual/managing-company-details/your-/manual/registration/activate-new-account>
<https://help.cargox.digital/en/user-manual/managing-company-details/company-/blockchain-key>
<https://help.cargox.digital/en/user-manual/managing-company-details/profile>

2- Sign in .

٢. تسجيل الدخول .

[/https://help.cargox.digital/en/user-manual/logging-in/login](https://help.cargox.digital/en/user-manual/logging-in/login)

3-Upload data and documents.

٣. تحميل البيانات و المستندات .

<https://help.cargox.digital/en/user-manual/using-the-https://help.cargox.digital/en/user-manual/using-the-platform>
<https://help.cargox.digital/en/user-manual/using-the-platform/transfer-/platform/compose-envelope>
<https://help.cargox.digital/en/user-manual/using-the-platform/forward-received-documents/envelope>

- موافاتنا بالرقم الضريبي للمورد بعد التسجيل على المنصة و اسم الشخص المسؤول و رقم تليفونة و البريد الالكترونى الخاص به
- موافاتنا بصورة من الفاتورة التجارية للاصناف المورده موضح بها ال- hs code للاصناف قبل الشحن .
- فيما يخص شحن الحاويات يراعى ان تكون فترة السماح عشرة ايام على الاقل.
- بالنسبة للحاويات (ان وجدت) يراعى ان تكون بوليصة الشحن من التوكيل الملاحي مباشرة دون التعاقد مع FORWARDER.

-Provide us with the supplier's tax number after registering on the platform, the name of the person in charge, his phone number and his e-mail

- Provide us with a copy of the commercial invoice for the items supplied, showing the hs code for the items BEFORE SHIPPING
- With regard to container shipping, the grace period should be at least ten days.
- For containers (if any), the bill of lading must be directly from the shipping agency without contracting with FORWARDER.

مطفي نادر

CONTRACT

SUPPLY AND DELIVERY OF (9) TERMINAL TRAILERS OF NOMINAL NET LOAD CAPACITY 70 TON FOR BRANCH OF ALEXANDRIA CONTAINER & CARGO HANDLING COMPANY (3) FOR ALEXANDRIA CONTAINER TERMINAL-PRIVATE FREE ZONE - ALEXANDRIA PORT AND (6) FOR DEKHLA PRIVATE FREE ZONE - DEKHLA PORT

THIS CONTRACT IS MADE AND ENTERED INTO ON BY AND BETWEEN :
1- BRANCH OF ALEXANDRIA CONTAINER & CARGO HANDLING COMPANY
PRIVATE FREE ZONE" AN EGYPTIAN SHAREHOLDING COMPANY, ONE OF THE COMPANIES BELONGING TO HOLDING COMPANY FOR MARITIME & INLAND TRANSPORT AND LEGALLY REPRESENTED BY MR. MEMBER OF THE EXECUTIVE MANAGING DIRECTOR / YASSER MOHAMED HEKAL, ITS PREMISES QUAY 23 ALEXANDRIA SEAPORT - ALEXANDRIA- A. R. E. .
HEREINAFTER REFERRED TO AS FIRST PARTY.
FAX NO. 00 20 3 4862124

E-MAIL : ALEXCONT@ALEXCONT.COM

(FIRST PARTY)

2- AND ITS PREMISES THEREOF IS LOCATED

HEREINAFTER REFERRED TO AS SECOND PARTY.

TEL NO.: FAX NO.:

EMAIL :

LEGALLY REPRESENTED BY MR.

IN SIGNING THIS

CONTRACT ACCORDING TO THE POWER OF ATTORNEY AUTHORIZED BY

THE CHAMBER OF COMMERCE DATED / /202

AND REPRESENTED IN ARAB REPUBLIC OF EGYPT BY

ITS PREMISES IS LOCATED AT

TEL NO. FAX NO.

COMMERCIAL REGISTRY: TAX REGISTRATION:

(SECOND PARTY)

صفحة
توريد وتسليم عدد (٩) مقطورة ٧٠ قدم حمولة ٧٠ طن لفرع شركة الاسكندرية لتداول الحاويات والبضائع - عدد (٣) بمحطة حاويات الاسكندرية منطقة فرع خاصة/ميناء الاسكندرية عدد (٦) بمحطة حاويات الدخيلة منطقة حرة خاصة/ميناء الدخيلة

انته في يوم الموافق ٢٠٢١ / ١ / ٢٠٢١ تحرر هذا العقد بين كل من :

١- فرع شركة الاسكندرية لتداول الحاويات والبضائع "منطقة حرة خاصة" شركة مساهمة مصرية احدى الشركات التابعة للشركة القابضة للنقل البحري و البري و يمثلها قاتونا السيد اللواء / ياسر محمد هيكال العضو المنتدب التنفيذي و مقرها رصيف ٢٣ ميناء الاسكندرية البحري .
و يشير اليها هنا فيما يلي بالطرف الاول .
رقم الفاكس ٠٠٢٠٣٤٨٦٢١٢٤
البريد الالكتروني : ALEXCONT@ALEXCONT.COM

(الطرف الاول)

و مركزها الرئيسي :

رقم الفاكس :

٢ - شركة

و يشير اليها هنا فيما يلي بالطرف الثاني

رقم التليفون :

البريد الالكتروني :

و يتوب عنها قاتونا السيد /

المصدق عليه من الفرقة التجارية

٢٠٢١ / ١ /

ومقرها

و يمثلها في جمهورية مصر العربية وكيلها التجاري شركة

رقم الفاكس :

تسجيل ضريبي :

(الطرف)

الثاني)

PREAMBLE
ALEXANDRIA CONTAINER AND CARGO HANDLING COMPANY (FIRST PARTY) HAS ANNOUNCED THE PUBLIC BARGAIN NO. () FOR YEAR 2021/2022, TO SUPPLY AND DELIVER OF NINE (9) TRAILERS 40' FEET OF NOMINAOL NET LOAD CAPACITY 70 TON , (-EXW-FOB)OR CIF Deliver TO (FIRST PARTY) AS FOLLOWS :-

❖ THREE (3) TRAILERS FOR BRANCH IN ALEXANDRIA CONTAINER TERMINAL-PRIVATE FREE ZONE,
❖ SIX (6) TRAILERS FOR BRANCH IN DEKHILA CONTAINER TERMINAL-PRIVATE FREE ZONE,
ACCORDING TO THE LICENSE ISSUED BY THE GENERAL AUTHORITY FOR INVESTMENT AND FREE ZONES NO. 460 FOR THE YEAR 2005 DATED 16/1/2005 , ACCORDING TO THE BARGAIN TECHNICAL SPECIFICATIONS AND CONDITIONS STIPULATED IN THE BARGAIN BOOK AND TO THE CONCLUSIONS REACHED BY THE TECHNICAL AND FINANCIAL EVALUATION COMMITTEES AS FOR SUCH BARGAIN AND TO THE DOCUMENTS AND RATIFICATIONS INCLUDED.

• ON / /202 , THE BOARD OF DIRECTORS OF THE FIRST PARTY "BEING THE FINANCIAL AUTHORITY" WITH THE MAJORITY OF VOTES BY THEIR DECISION NO.() APPROVED ON THE RECOMMENDATIONS OF THE FOREIGN PURCHASING COMMITTEE FOR PURCHASING NINE (9) TRAILERS 40' FEET OF NOMINAOL NET LOAD CAPACITY 70 TON AS FOLLOWS:-

❖ THREE (3) TRAILERS FOR BRANCH IN ALEXANDRIA CONTAINER TERMINAL-PRIVATE FREE ZONE,
❖ SIX (6) TRAILERS FOR BRANCH IN DEKHILA CONTAINER TERMINAL-PRIVATE FREE ZONE,
ACCORDING TO THE OFFER SUBMITTED BY BARGAIN WITH TOTAL VALUE IN THE SAID () CIF-FOB-EXW) ()
ON SITE OF FIRST PARTY'S BRANCH IN ALEXANDRIA CONTAINER TERMINAL PRIVATE FREE ZONE, AND THE PRICE IS INCLUDING THE FOLLOWING:-

-VALUE OF THE TRAILERS CIF-FOB-EXW
-COSTS OF INSPECTION OF(2) ENGINEERS IN FACTORY FOR TEN DAY air tickets economy class
-TESTS, COMMISSIONING IN FACTORY AND AT SITE
-COSTS AND EXPENSES OF INTERNATIONAL CLASSIFICATION SOCIETY IN FACTORY.

طرحت شركة الاسكندرية لتداول الحاويات والبضائع (الطرف الاول) الممارسة العامة رقم () لسنة 2022/2021 لتوريد وتسليم عدد (٩) مقطورة ٤٠ قدم حمولة ٧٠ طن (-EXW-FOB) او تسليم CIF للطرف الاول على النحو التالي :-

❖ عدد ٣ مقطورة لفرع الشركة بمحطة حاويات الاسكندرية—منطقة حرة خاصة بقبضى الترخيص الصادر من الهيئة العامة للمواصفات القياسية والاشتراطات الواردة بقراسة ٢٠٠٥ بتاريخ ١٦/١/٢٠٠٥ و ذلك طبقا للمواصفات القياسية والاشتراطات الواردة بقراسة الشروط و المواصفات الخاصة بالطرح و ما انتهت اليه لجنتى التقييم الفنى و المالى فى الممارسة و المستندات و الاقرارات المقدمة بها .

• بتاريخ ١ / ٢٠٠٥ وافق مجلس ادارة الشركة الطرف الاول بالإجماع بصفحة سلطة الاعتماد المالى بموجب قراره رقم () على توصية لجنة المشتريات الخارجية بشأن شراء عدد (٩) مقطورة ٤٠ قدم حمولة ٧٠ طن على النحو التالى :-

❖ عدد ٣ مقطورة لفرع الشركة بمحطة حاويات الاسكندرية—منطقة حرة خاصة بقطر وقمره
❖ عدد ٦ مقطورة لفرع الشركة بمحطة حاويات الدخيلة – منطقة حرة خاصة طبقا للعرض المقدم بالممارسة بقيمة اجمالية () قيمة المقطورات CIF-FOB-EXW) ()
شاملة قيمة التفتيش بالمصنع والطران على الدرجة الاقصادية

❖ قيمة المقطورات (CIF-FOB-EXW)
❖ قيمة التفتيش بالمصنع
❖ الاختبارات بالمصنع والموقع
❖ اتعاب و مصاريف هئية التفتيش الدولية بالمصنع
❖ قطع الغيار و الادوات .
❖ فى حالة CIF مصاريف التفريغ ومصاريف التخلص الجمركى والتخزين بجمهورية مصر العربية والنقل حتى موقع فرعى الشركة بمحطة حاويات الاسكندرية والدخيلة. منطقة حرة خاصة طبقا لتنص المادة رقم (٤) من كراسة الشروط و المواصفات الخاصة بالممارسة بعاليه

• بتاريخ ١ / ٢٠٢٢ تم اخطار شركة الوكيل التجارى لشركة باسناد عملية توريد عدد (٩) مقطورة ٤٠ قدم حمولة ٧٠ طن لمحطة حاويات الاسكندرية بمبلغ اجمالى و قدره (فقط و قدره) لا غير
بموقع فرع الشركة على النحو التالى :-
CIF او تسليم FOB-EXW)
Vishwa

IN CASE (CIF) VESSEL DISCHARGING EXPENSES, CUSTOMS CLEARANCE FEES, STORAGE FEES IN ARE AND THE INTERNAL TRANSPORT TO LOCATION OF THE COMPANY BRANCHS ALEXANDRIA AND DEKHILA CONTAINER TERMINAL PRIVATE FREE ZONE ACCORDING TO ARTICLE NO.(4) OF THE BARGAIN BOOK AS FOLLOWS.

• ON / /202 COMMERCIAL AGENT OF WAS NOTIFIED WITH THE AWARDDING OF THE DELIVERY OF NINE (9) TRAILERS 40' FEET OF NOMINAOL NET LOAD CAPACITY 70 TON WITH TOTAL VALUE OF (ONLY) (-FOB-EXW) OR CIF Deliver (ON SITE OF FIRST PARTY AS FOLLOWS:-

- ❖ FOUR (3) TRAILERS FOR BRANCH IN ALEXANDRIA CONTAINER TERMINAL-PRIVATE FREE ZONE.
- ❖ FOUR (6) TRAILERS FOR BRANCH IN DEKHILA CONTAINER TERMINAL-PRIVATE FREE ZONE.

• ON / /202 THE SECOND PARTY SUBMITTED A PROFORMA INVOICE NO. DATED / /202 .

ON / /202 THE SECOND PARTY SUBMITTED THE FINAL LETTER OF GUARANTEE NO. DATED / /202 WITH A TOTAL VALUE (ONLY) REPRESENTING 10% OF THE TOTAL CONTRACT VALUE AS A PERFORMANCE GUARANTEE ISSUED BY BANK WITHOUT ANY CONDITIONS OR RESERVATIONS PAYABLE AT THE FIRST PARTY'S IMMEDIATE DEMAND .

• ON / /202 THE SECOND PARTY SUBMITTED THE LETTER OF GUARANTEE NO. DATED / /202 WITH TOTAL VALUE (ONLY) REPRESENTING 20% OF THE TOTAL CONTRACT VALUE , ISSUED BY BANK WITHOUT ANY CONDITIONS OR RESERVATIONS PAYABLE AT THE FIRST PARTY'S IMMEDIATE DEMAND .

THE TWO PARTIES AGREED ON THE FOLLOWIN

عدد ٣ مقطورة لفرع الشركة بمحطة حاويات الاسكندرية -منطقة حرة خاصة
 ❖ عدد ٦ مقطورة لفرع الشركة بمحطة حاويات الدخيلة - منطقة حرة خاصة
 • بتاريخ / / ٢٠٢١ قدمت الشركة (الطرف الثاني) فاتورة مبدئية تحت رقم موزخة /
 بتاريخ / / ٢٠٢١ قدمت الشركة (الطرف الثاني) خطاب ضمان بنكي نهائي رقم (فقط وقدره
 لاغير) بواقع ١٠% من قيمة
 العقد كتابين نهائي لكفالة تنفيذه صادر من بنك
 صالار بتاريخ / / ٢٠٢١ ببلغ اجمالي
 تحفظات و مقبولا للدفع لصالح الطرف الاول عند اول طلب .
 • بتاريخ / / ٢٠٢١ قدمت الشركة (الطرف الثاني) خطاب ضمان بنكي خاص بالدفعه
 المقدمه رقم صالار بتاريخ / / ٢٠٢١ ببلغ اجمالي
 لاغير) بواقع ٢٠% فقط
 من قيمة العقد صادر من بنك
 اصالح الطرف الاول عند اول طلب .
 وقف اتفق الطرفان على ما يلي :-

Handwritten signatures and notes in Arabic at the bottom of the page.

ARTICLE NO.1:
THE ABOVE PREAMBLE, ALL PAPERS AND DOCUMENTS RELATED TO THE BARGAIN NO.(J-2021/2022 , THE SECOND PARTY OFFER NO. ,THE SUBMITTED COMMITMENTS AND REPRESENTATIONS THE ACCEPTED MUTUAL CORRESPONDENCES BY FIRST PARTY , THE PROFORMA INVOICE THE BARGAIN BOOK & THE SPECIFICATIONS MENTIONED HEREIN ARE ALL CONSIDERED AN INTEGRAL PART THEREOF .

ARTICLE NO. 2:

SECOND PARTY SHALL SUPPLY AND DELIVERY NINE(9) TRAILERS 40' FEET OF NOMINAOL NET LOAD CAPACITY 70 TON (FOB-EXW) (OR CIF ON SITE OF FIRST PARTY'S BRANCHS AS FOLLOWS:-
❖ THREE (3) TRAILERS FOR BRANCH IN ALEXANDRIA CONTAINER TERMINAL- PRIVATE FREE ZONE,
❖ SIX (6) TRAILERS FOR BRANCH IN DEKHILA CONTAINER TERMINAL- PRIVATE FREE ZONE,
FULLY ERCTED AND ASSEMBLED AS MENTIONED IN DETAILS IN THE ATTACHED PROFORMA INVOICE NO. DATED / /202 .

ARTICLE NO.3:-
THE TOTAL AND FINAL CONTRACT VALUES (ONLY

(FOB-EXW) OR CIF Deliver ON

SITE OF FIRST PARTY'S BRANCHS AS FOLLOWS:-

- ❖ THREE (3) TRAILERS FOR BRANCH IN ALEXANDRIA CONTAINER TERMINAL- PRIVATE FREE ZONE,
 - ❖ SIX (6) TRAILERS FOR BRANCH IN DEKHILA CONTAINER TERMINAL- PRIVATE FREE ZONE,
- PRICE AS FOLLOWS :-
-VALUE OF THE TRAILERS(CIF-FOB-EXW)

COSTS OF INSPECTION OF (2) ENGINEERS IN FACTORY FOR TEN DAYS AIR

TICKETS ECONOMY CLASS

-TESTS, COMMISSIONING IN FACTORY AND AT SITE.

-COSTS AND EXPENSES OF INTERNATIONAL CLASSIFICATION SOCIETY IN

FACTORY .

-SPARE PARTS AND TOOLS

السيد الأول :
يعتبر التمهيد سلف الذكر وكافة الاوراق والمستندات المتعلقة بالعمارة العامة رقم (لسنة ٢٠٢١/٢٠٢٢ وعرض الطرف الثاني رقم والتعهدات والقرارات المقدمة والمراسلات المتبادلة والمقبولة من الطرف الاول والفايتورة المبينة جزء لا يتجزأ من هذا العقد كما تعتبر كراسة الشروط والمواصفات الخاصة بهذا العقد مكملة لاحكامه وتاخذ حكمه

السيد الثاني :

يلتزم الطرف الثاني بتوريد و تسليم عدد (٩) مقطورة ٤٠ قدم حمولة ٧٠ طن لمحطتي حاويات الاسكندرية و الدخيلة (FOB-EXW) او تسليم CIF موقع فرع الشركة على النحو التالي :-

- ❖ عدد ٣ مقطورة لفرع الشركة بمحطة حاويات الاسكندرية-منطقة حرة خاصة
 - ❖ عدد ٦ مقطورة لفرع الشركة بمحطة حاويات الدخيلة - منطقة حرة خاصة
- كاملة التركيب و التجميع و الوارادة تفصيلا بالفايتورة المبينة المرفقة INVOICE PROFORMA رقم الموزخة / / ٢٠٢١ .

السيد الثالث :

تحددت قيمة هذا العقد بصفة اجمالية و نهائية ببلغ و قدره (فقط) موقع فرع الشركة (الطرف الاول) بمحطة حاويات الاسكندرية - ومحطة حاويات الدخيلة-منطقة حرة خاصة طبقا لما يلي :-

- عدد (٩) مقطورة ٤٠ قدم حمولة ٧٠ طن بفرعي الشركة (الطرف الاول) على النحو التالي :-
 - ❖ عدد (٣) مقطورة لفرع الشركة بمحطة حاويات الاسكندرية-منطقة حرة خاصة
 - ❖ عدد (٦) مقطورة لفرع الشركة بمحطة حاويات الدخيلة - منطقة حرة خاصة
- و الاسعار تشمل :-

- قيمة المقطورات (CIF-FOB-EXW)
- مصاريف التفيتش بالمصنع والطيران على الدرجة الاقتصادية
- الاختبارات بالمصنع والموقع
- اتعاب و مصاريف هيئه التفيتش الدولية بالمصنع
- قطع الغيار و الادوات
- مصاريف التفريغ و مصاريف التخفيض الجمركي والتخزين بجمهورية مصر العربية
- النقل حتى موقع فرعي الشركة على النحو التالي :-

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- VESSEL DISCHARGING EXPENSES, CUSTOMS CLEARANCE FEES , STORAGE FEES IN A.R.E AND INTERNAL THE TRANSPORT TO LOCATION OF THE COMPANY BRANCHS AS FOLLOWS:-

- ❖ THREE (3) TRAILERS FOR BRANCH IN ALEXANDRIA CONTAINER TERMINAL-PRIVATE FREE ZONE,
 - ❖ SIX (6) TRAILERS FOR BRANCH IN DEKHILA CONTAINER TERMINAL-PRIVATE FREE ZONE,
- ACCORDING TO ARTICLE NO.(4) OF THE BARGAIN BOOK & THE SPECIAL SPECIFICATIONS OF THE BARGAIN MENTIONED ABOVE IN CASE CIF . SECOND PARTY HAS NO RIGHT TO ASK FOR ANY REASON TO INCREASE THE COST . FIRST PARTY SHALL PAY THIS VALUE THROUGH ISSUING AN IRREVOCABLE AND DIVISIBLE LETTER OF CREDIT; AND SECOND PARTY SHALL BEAR CONFIRMATION IN CASE OF ITS REQUEST . THE PAYMENT OF THIS VALUE IN INSTALLMENTS SHALL BE AS FOLLOWS:

- 20% (TWENTY PERCENT) OF THE CONTRACT VALUE AS AN ADVANCE PAYMENT, IN RETURN FOR LETTER OF GUARANTEE OF THE SAME VALUE AND CURRENCY, ISSUED BY A LOCAL BANK IN ARAB REPUBLIC OF EGYPT SUPERVISED BY THE CENTRAL BANK OF EGYPT , IRREVOCABLE AND WITHOUT ANY CONDITIONS OR RESERVATIONS, AND VALID FOR A PERIOD NOT LESS THAN TWO MONTHS AFTER THE DATE OF ARRIVAL OF THE CONTRACTUAL ITEMS ON SITE OF FIRST PARTY'S BRANCHES AS FOLLOWS :-
 - ❖ THREE (3) TRAILERS FOR BRANCH IN ALEXANDRIA CONTAINER TERMINAL-PRIVATE FREE ZONE,
 - ❖ SIX (6) TRAILERS FOR BRANCH IN DEKHILA CONTAINER TERMINAL-PRIVATE FREE ZONE,
- ACCORDING TO THE ADVANCE PAYMENT LETTER OF GUARANTEE FORM INCLUDED IN THE BARGAIN BOOK .
- 80% (EIGHTY PERCENT) OF THE VALUE OF THE CONTRACT AFTER RECEIVING AND THE PRELIMINARY ACCEPTANCE OF THE TRAILERS AND THERE ATTACHMENTS BY THE FIRST PARTY ON SITE .

ALL THE ABOVE MENTIONED INSTALLMENTS SHALL BE PAID BY A WRITTEN NOTICE FROM FIRST PARTY TO THE BANK ISSUING THE LETTER OF CREDIT.

ARTICLE NO.4:-

FIRST PARTY HAS THE RIGHT TO INCREASE THE QUANTITY OF CONTRACTED ITEMS NOT EXCEEDING OF 50% WITH THE SAME CONDITIONS AND SPECIFICATIONS TILL THE PRELIMINARY ACCEPTANCE OF THE CONTRACTED ITEMS WITHOUT SECOND PARTY SHALL HAVE THE RIGHT TO CLAIM ANY COMPENSATION OR PRICE DIFFERENCES.

❖ عدد (٣) مقطورة لفرع الشركة بمحطة حاويات الاسكندرية-منطقة حرة خاصة
❖ عدد (٦) مقطورة لفرع الشركة بمحطة حاويات الدخيلة - منطقة حرة خاصة
طبقا لنص المادة رقم (٤) من كراسة الشروط و المواصفات الخاصة بالممارسة عاليه في حاله CIF .

ولا يجوز للطرف الثاني طلب زيادة الاسعار لاي سبب من الاسباب و يلتزم الطرف الاول بلوفاء ببنك القيمة عن طريق فتح اعتماد مستندي غير قابل للالغاء و قابل للتجزئه و يتحمل الطرف الثاني مصاريف تعزيزه في حالة طلبه ذلك على ان يكون الوفاء بهذه القيمة على نفقات على النحو التالي :

• ٢٠% (عشرون في المائة) من قيمة هذا العقد دفعة مقدمة مقابل خطاب ضمان بنكي بنفيس القيمة و ذات العملة صادر من احد البنوك داخل جمهورية مصر العربية الخاضعة لاشراف البنك المركزي غير قابل للالغاء و غير مقترن باي شروط او تحفظات و سباري المقبول لمدة شهرين من تاريخ وصول الاصناف المتعاقد عليها الى موقع فرع الشركة (الطرف الاول) على النحو التالي :-

- ❖ عدد (٣) مقطورة لفرع الشركة بمحطة حاويات الاسكندرية-منطقة حرة خاصة
 - ❖ عدد (٦) مقطورة لفرع الشركة بمحطة حاويات الدخيلة - منطقة حرة خاصة
- طبقا لنموذج خطاب الضمان الدفعة المقدمة المرفق بكراسة الشروط و المواصفات .
- ٨٠% (ثمانون في المائة) من قيمة العقد بعد قبول المقطورات وملحقاتهم واستلامهم استلاما ابتدائيا بموقع الشركة الطرف الاول
- و على ان يتم سداد الدفعات الواردة بهذا البند بموجب خطاب توجهه الشركة (الطرف الاول) الى البنك فاتح الاعتماد

البند الرابع:

يحق للطرف الاول طلب توريد اعداد اضافية من المقطورات وذلك بما لا يجاوز ٥٠% من العدد المتعاقد عليه بنفيس الشروط و المواصفات و الاسعار المتعاقد عليها خلال مدة التوريد و حتى تاريخ الاستلام الابتدائي للاصناف المتعاقد عليها دون ان يكون للطرف الثاني الحق في المطالبة بiale تعويضات او فروق أسعار .

ARTICLE NO.5:-

IN CASE CIF ALL TAXES, DUTIES, AND ALL OTHER DUTIES IMPOSED TO BE PAID OUTSIDE EGYPT SHALL BE PAID BY SECOND PARTY.

SECOND PARTY SHALL CARRY OUT ALL OF THE PROCEDURES OF CUSTOMS CLEARANCE ON THE CONTRACTED ITEMS ON ITS RESPONSIBILITY AND EXPENSE STARTING FROM DISCHARGING EXPENSE OF THE TRACTORS TILL THE DELIVERY INSIDE THE LOCATION OF FIRST PARTY'S BRANCHS AS FOLLOWS :-

- THREE (3) TRAILERS FOR BRANCH IN ALEXANDRIA CONTAINER TERMINAL- PRIVATE FREE ZONE,

- SIX (6) TRAILERS FOR BRANCH IN DEKHLIA CONTAINER TERMINAL- PRIVATE FREE ZONE,

SECOND PARTY SHALL PAY ANY BANKING CHARGES RESULTING FROM DELIVERY DELAY HEREBY

IN CASE EXW DELIVERY THE **FIRST** PARTY SHALL PAY TAXES AND STAMP DUTIES IMPOSED **OUT OF EGYPT**.

IN CASE FOR ALL TAXES, DUTIES, AND ALL OTHER DUTIES IMPOSED TO BE PAID OUTSIDE EGYPT SHALL BE PAID BY SECOND PARTY.

ARTICLE NO.6:-

SECOND PARTY SHALL DELIVER AND HAND OVER (9) TRAILERS AND ITS ATTACHMENTS ON SITE OF FIRST PARTY BRANCHS AS FOLLOWS :-

❖ THREE (3) TRAILERS FOR BRANCH IN ALEXANDRIA CONTAINER TERMINAL- PRIVATE FREE ZONE,

❖ SIX (6) TRAILERS FOR BRANCH IN DEKHLIA CONTAINER TERMINAL- PRIVATE FREE ZONE,

ON MAXIMUM PERIOD OF () MONTHS CIF-FOB-EXW () ON SITE OF FIRST PARTY'S BRANCHS IN (ALEXANDRIA CONTAINER TERMINAL- DEKHLIA CONTAINER TERMINAL) PRIVATE FREE ZONE THE DELIVERY PERIOD STARTS FROM THE DATE OF PAYING THE ADVANCE PAYMENT IN CONDITION THE SUPPLIER SUBMIT DOCUMENTS AND LETTERS OF GURANTEE MENTIONED IN THE PO WITHIN MAXIMUM PERIOD 20 DAVES FROM PO DATE IN CASE OF LACK OF COMMITMENT FROM THE SUPPLIER .THE DELIVERY PERIOD ATART FROM THE NEXT DAY FROM THE MENTIONED PERIOD IN THE PO TO SUBMIT THE LG ENDS (20 DAYS), THIS DELIVERY PERIOD EXCLUDES THE CUSTOM CLEARANCE PERIOD, WHICH SHALL BE CONCLUDED BY SECOND PARTY . IN CASE OF A DELIVERY DELAY BY SECOND PARTY IN SUPPLYING OF THE WHOLE OR PART OF CONTRACTED ITEMS AFTER THE FIXED DUE DATE IN THE CONTRACT, INCLUDING THE REJECTED ITEMS, THE FIRST PARTY MAY GRANT SECOND PARTY AN EXTENSION PERIOD TO DELIVER THE ITEMS SIGNING A DELAY PENALTY IN RESPECT OF THE DELAY PERIOD , THE PENALTY SHALL BE (1%) FOR EVERY WEEK OR A PART OF A WEEK OF THE VALUE OF THE UNDELIVERED QUANTITIES OR ITEMS . THE TOTAL AMOUNT OF THIS DELAY SHALL NOT EXCEED (3%) OF SUCH VALUE , THE DELIVERY DELAY PENALTY SHALL BE APPLIED UPON THE DELAY OCCURRENCE ;

البند الخامس:

و على ان يلتزم الطرف الثاني بكافة الضرائب والرسوم وغيرها من الرسوم التي تفرض خارج اقليم موانئ العرف الاول ، كما يلتزم بايها اجراءات التخفيض الجرمي على الاصناف بوضعها المعلق على منفذها وتحت مسئوليته بما من تفريع الجمرات ورضي بوجبه موقع فرضي الشركة (الطرف الاول) على النحو التالي:-

- عدد 3 مقطورة لبيع الشركة بمحطة حاويات الاسكندرية-منطقة حرة خاصة

- عدد 6 مقطورة لبيع الشركة بمحطة حاويات الدخيلة - منطقة حرة خاصة

كما يلتزم بمسئله بصرفات وتترب من التأخير في التوريد عن الموعد المحدد بالمقد

في حاله EXW تسليم بالبحر يلتزم الطرف الاول بكافة الضرائب ورسوم الجملة التي تفرض داخل اقليم موانئ العرف الاول

في حاله FOB يلتزم الطرف الثاني بكافة الضرائب والرسوم التي تفرض خارج اقليم موانئ العرف الاول

البند السادس:

يلتزم الطرف الثاني بتوريد و تسليم عدد (9) مقطورة و ملحقاتهم بفرضي الشركة (الطرف الاول) على النحو التالي :-

❖ عدد (3) مقطورة لبيع الشركة بمحطة حاويات الاسكندرية-منطقة حرة خاصة

❖ عدد (6) مقطورة لبيع الشركة بمحطة حاويات الدخيلة - منطقة حرة خاصة

في موعد اقصاهما () شهر (FOB-EXW في حاله) او تسليم CIF موقع فرع الشركة (الطرف الاول) (محطة حاويات الاسكندرية - محطة حاويات الدخيلة) منطقة حرة خاصة

خلال مدة اقصاهما 20 يوم من تاريخ امر الأستاد وفي حالة عدم التزيم مدة التوريد من اليوم التالي لاتتهاء المدة المحددة بأمر الأستاد (20 يوم) ولا يدخل في حساب هذا الميعاد مدة التخفيض على استمبول الرسالة بالاجماتك و الذي سوف يتم بعمرة الشركة الطرف الثاني .

في حاله تسليم الطرف الثاني في توريد الاصناف المتعاقد عليها او أي جزء منها فيس الميعاد المحدد بالمقد و يدخل في ذلك الاصناف الروفحة فيجوز للطرف الاول اطلاقه مهلة اضافية للتوريد على ان يوقع عليه غرامة تأخير عن مدة التأخير او عن هذه المهلة مقدارها 1% من كل اسبوع تأخير او جزء من الاسبوع من قيمة الكمية او الاصناف التي يتأخر الطرف الثاني في توريدها بحد أقصى 3% من هذه القيمة ، و تتمتع العمارة بمجرد حدوث التأخير ولو لم يتربط عليه اي ضرر دون الحاجه الى تنبيه او اذار أو اتخاذ اية اجراءات قضائية .

وان كانت الاصناف المتأخرة تحول دون الانتفاع بالقطرات او استغلاله على الوجه الاعمال

NOTICES OR TAKING ANY LEGAL ACTIONS .

WHERE THE DELAYED ITEMS PREVENT THE BENEFIT FROM THE USAGE OF THE TRAILERS , OR TAKING THE ADVANTAGE THEREOF , THE DELIVERY DELAY PENALTY SHALL BE CALCULATED ON THE TOTAL VALUE OF THE TRAILERS .

ARTICLE NO. 7:-

THE SUPPLIER (SECOND PARTY) SHALL PAY ANY CUSTOMS DUTIES OR EXPENSES RESULTING FROM UNDELIVERED ITEMS OR ITEMS WHICH ARE DELIVERED SEPARATELY AFTER THE DELIVERY OF THE CONTRACTED TRAILERS .

ARTICLE NO. 8:-

IN CASE FIRST PARTY FINDS ANY BREACH FOR THE CONTRACTED ITEMS OR A NON CONFORMITY WITH THE CONDITIONS OR SPECIFICATIONS , FIRST PARTY SHALL NOTIFY SECOND PARTY BY FAX OR BY A MAIL ON SECOND PARTY'S ADDRESS OUTSIDE THE COUNTRY TAKING INTO ACCOUNT THAT THE DATE OF FAX SHALL BE CONSIDERED A BASE SECOND PARTY SHALL BE NOTIFIED ON ITS SELECTED DOMICILE OF ITS COMMERCIAL AGENT BY FAX AT THE SAME DATE FOLLOWED BY REGISTERED MAIL RETURN RECEIPT ACKNOWLEDGED EXPLAINING THE REASONS FOR REJECTING THE NON CONFORMING ITEMS AND THE NECESSITY FOR THE WITHDRAWAL OF SUCH ITEMS AND SUPPLYING CONFORMING ITEMS INSTEAD WITHIN TEN WORKING DAYS MAX. EXCLUDES CUSTOMS CLEARANCE PERIOD FROM THE FOLLOWING DAY OF NOTIFYING SECOND PARTY OR ITS COMMERCIAL AGENT .

WHERE SECONUD PARTY DELAYS TO WITHDRAW THE SAME, FIRST PARTY SHALL HAVE THE RIGHT TO COLLECT STORAGE FEES EQUIVALENT TO 2% OF THE VALUE OF THE REJECTED ITEMS PER WEEK OR PART OF A WEEK UP TO FOUR WEEKS. AFTER FOUR WEEKS FIRST PARTY SHALL HAVE THE RIGHT TO SELL THESE ITEMS ON BEHALF OF THE SECOND PARTY ; AND SUCH EXPENSES SHALL BE DEDUCTED FROM THE SALES SUM , WITHOUT BREJUDICE TO WHAT HAS BEEN MINSTIONED IN ARTICLE (6) HEREOF.

البلد السابع:
يحمل المورد (الطرف الثاني) اية رسوم جمركية أو مصروفات تنشأ عن الاصناف العجز أو الاصناف التي تورد بعد توريد المقطورات موضوع التعاقد .

البلد الثامن:

إذا تبين للطرف الاول وجود اية مخالفة للشروط والمواصفات في الاصناف المتعاقد عليها او وجد بها نقص فعليه ان يخطر الطرف الثاني بذلك على عنوانه بالخارج بموجب فاكس تويذ يكتب لاحق ... و يعتد بتاريخ الفاكس ، كما يخطر في مصر على محله المختار بموطن وكيله التجاري بموجب فاكس في ذات التاريخ بوزيد بخطاب مسجل مصحوب بعلم الوصول لاحق بأسباب رفض الاصناف المخالفة و بوجوب سحبها ، و توريد بدلا منها خلال مدة أقصاها عشرة أيام عمل بخلاف مدة التخصيص الجمركي من اليوم التالي لاختطاره بذلك او وكيله التجاري .

فإذا تأخر الطرف الثاني في سحبها فيكون للطرف الاول الحق في تحصيل مصروفات تخزين بواقع ٢% (اثنان في المائة) من قيمتها عن كل اسبوع تاخير أو جزء منه لمدة أقصاها اربعة اسابيع و بعد انتهاء هذه المدة تتخذ اجراءات بيعها لحساب الطرف الثاني و تخصم تلك المصروفات من ثمن البيع و دون الاخلال بما جاء بالبند السادس من هذا العقد .






ARTICLE NO. 9:-

- SECOND PARTY SHALL SUPPLY THE MECHANICAL, ELECTRICAL AND ELECTRONIC COMPONENTS OF THE CONTRACTED TRAILERS, FROM THE ORIGINAL MANUFACTURER AND NOT FROM UNDER LICENSE, IN ACCORDANCE TO THE SUB-SUPPLIERS LIST SUBMITTED IN THE OFFER.

- SECOND PARTY SHALL PROVIDE CERTIFICATE OF ORIGIN FROM THE ORIGINAL MANUFACTURERS FOR ALL COMPONENTS SUPPLIED AN THAT ALL THE MAIN PARTS OF THE TRAILERS TO HAVE A FIXED PLATE SHOWING THE DESCRIPTION THEREOF (IN ENGLISH).

- SECOND PARTY SHALL PROVIDE THE NECESSARY AND ESSENTIAL SPARE PARTS ESPECIALLY THE MAIN SPARE PARTS UPON FIRST PARTY'S REQUEST TO COVER OPERATING THE TRAILERS FOR A PERIOD NOT LESS THAN (10) YEARS FOLLOWING THE FINAL DELIVERY.

- FIRST PARTY SHALL HAVE THE RIGHT TO PURCHASE THE SPARE PARTS DIRECTLY FROM THE SUB-SUPPLIERS, IF SECOND PARTY FAILS TO SUPPLY THE SAME, ACCORDING TO THE PART NUMBERS OR CODE NUMBERS OF THE SPARE PARTS OF THE TRAILERS STATED IN THE ORIGINAL MANUFACTURERS' SPARE PARTS LIST

ARTICLE NO. 10:-

SECOND PARTY MAY ASK FOR MODIFYING THE DELIVERY SCHEDULE AGREED UPON IF NECESSARY, IN THIS CASE, FIRST PARTY MAY AGREE ON THESE MODIFICATIONS IN THE DELIVERY SCHEDULE WITHOUT ANY EFFECT ON THE TOTAL DELIVERY PERIOD WITHOUT BREJUICE TO THE PROVISIONS OF ARTICLES 6 AND 14 FROM THIS CONTRACT.

ARTICLE NO. 11:-

BOTH PARTIES AGREE THAT AN INTERNATIONAL CLASSIFICATION SOCIETY (LR, GI) SHALL BE AUTHORIZED SOCIETY TO REVISE THE DESIGN AND DRAWINGS SHOWING THE CONFORMITY OF THE SAME TO THE BARGAIN DOCUMENTS AND TECHNICAL SPECIFICATIONS SUBJECT THERETO, TO SUPERVISE THE PROCESSES OF DESIGN, FABRICATION AND ERECTION AS WELL AS PERFORMING TESTS ACCORDING TO DELIVERY SCHEDULE AND TO ISSUE AN ORIGINAL APPROVED CERTIFICATE UPON THE COMPLETION OF THE FOLLOWING STAGES WITHOUT REMARKS:

1. FABRICATION
2. ASSEMBLY AND ERECTION
3. TESTING AND COMMISSIONING

SECOND PARTY WILL BE RESPONSIBLE FOR THE INTERNATIONAL CLASSIFICATION SOCIETY COSTS AND EXPENSES.

DURING THE CONSTRUCTION PERIOD FIRST PARTY HAS THE RIGHT TO DELEGATE OF TWO (2) ENGINEERS FOR A PERIOD OF TEN DAYS

البند التاسع:

- يلتزم الطرف الثاني بأن يتم توريد المكونات للمقطورات موضع التعاقد من المصانع الاصلى و ليس بترخيص و ذلك طبقا لقائمة موردي الباطن المقدمة بالمعرض .

- كما يلتزم بتقديم شهادة منشأ من المصانع الاصلى لجميع المكونات الموردة و أن تكون جميع المكونات الرئيسية بالمقطورات مثبت عليها لوحة بيانات خاصة بها (باللغة الانجليزية) .

- كما يلتزم بتوفير قطع الغيار اللازمة و الضرورية و خاصة الاساسى منها و ذلك عند طلبها للتغطية تشغيل المقطورات لمدة لا تقل عن عشر سنوات تالية للاستلام النهائى .

و يحق للطرف الاول شراء قطع الغيار من موردي الباطن مباشرة و طبعا لارقام الكودية لقطع غيار المقطورات و الواردة بكتفوف قطع غيار المصانع الاصليين فى حالة عدم توريدها من الطرف الثانى

البند العاشر:

يجوز للطرف الثاني طلب اجراء بعض التعديلات فى البرنامج الزمنى المتفق عليه للتوريد انا اقتضى الامر ذلك وفى هذه الحالة يجوز للطرف الاول الموافقة على هذه التعديلات بدون التأثير على الفترة الكلية للتوريد و دون الاخلال باحكام البندين السادس و الرابع عشر من بنود هذا العقد .

البند الحادى عشر:

اتفق الطرفان على ان تكون هيئة التفتيش الدولية (LR, GI) هى الجهة المقدمة لراجعه الرسومات التصميمية و بيان مدى مطابقتها لكراسة الشروط و المواصفات الفنية موضوع التعاقد و الاشراف على عملية التصميم و التصنيع و اجراء الاختبارات طبقا للبرنامج الزمنى للتوريد و اصدار شهادة اصلية معتمدة منها تنفيذ اتمام المراحل الاتية دون ملاحظات :-

1. FABRICATION
التصنيع
2. ASSEMBLY & ERECTION
التجميع و التركيب
3. TESTING & COMMISSIONING
الاختبار

على أن تكون جميع اتحاب هيئة التفتيش على نفقة الطرف الثانى .

كما يحق للطرف الاول ايفاد عدد (٧) مهندس لمدة عشرة ايام شامل يومي السفر والعودة أثناء فترة التصنيع و

INCLUDING ARRIVAL AND DEPARTURE DAYS FOR INSPECT THE PROCESSES OF FABRICATION AT FACTORY, ALL TRAILERS PARTS, AND TEST OF FUNCTIONS, THEY SHALL WRITE A REPORT STATING ALL THE REMARKS FOUND OUT DURING INSPECTION SECOND PARTY IS OBLIGED TO RECTIFY THOSE REMARKS BEFORE SHIPPING ACCORDING TO THE CLAUSE NO. 1-8 OF THE TECHNICAL SPECIFICATIONS , FULL ACCOMMODATION, AIRFARES AND INTERNAL TRANSPORTATION SHALL BE ON BEHALF OF SECOND PARTY EXPENSES.

SECOND PARTY SHALL SUBMIT TO FIRST PARTY ALL THE ISSUED CERTIFICATE BY AN INTERNATIONAL CLASSIFICATION SOCIETY AFTER EACH STAGE IN A MAXIMUM PERIOD OF 15 DAYS AFTER EACH STAGE .

ARTICLE NO. 12:-

SECOND PARTY GUARANTEES THAT THE TRAILERS AND THEIR COMPONENTS SHALL BE BRAND , NEW AND GENUINE COMPLYING WITH THE LATEST DESIGN AND THAT ALL THE EQUIPMENTS ARE GENUINE AND PRODUCED BY THE ORIGINAL MANUFACTURERS AND NOT UNDER LICENSES, AND SHALL COMPLY WITH THE CONTRACTUAL TECHNICAL SPECIFICATIONS AND THE RECENT INTERNATIONAL TECHNOLOGICAL LEVELS ALSO THAT THE TRAILERS WILL NOT HAVE ANY DEFECTS OR FAULTS DUE TO WRONG DESIGN , MATERIALS OR FABRICATIONS AND SHALL PERFORM EFFICIENTLY DURING THE GUARANTEE PERIOD (12) MONTHS FOR THE TRAILERS AND ITS COMPONENTS STARTING FROM THE DATE OF APPROVAL AND PRELIMINARY ACCEPTANCE, AND (24) MONTHS FOR CHASSIS , WITHOUT VIOLATING THE PROVISIONS OF THE CIVIL LAW REGARDING THE GUARANTEE OF THE HIDDEN DEFECTS.

ARTICLE NO. 13:-

SECOND PARTY GUARANTEES THAT THE TRAILERS WILL WORK EFFICIENTLY TO PERFORM ALL REQUIRED TARGETS DURING THE GUARANTY PERIOD AND IN ALL CASES, WHEN REPLACING ANY PART OF THE TRAILERS PARTS, DURING THE GUARANTY PERIOD, AS A RESULT OF MANUFACTURING DEFECTS MENTIONED IN ARTICLE NO. 12 OF THIS CONTRACT, A NEW GUARANTY PERIOD OF TWELVE MONTHS, FOR THIS SPECIFICALLY REPLACED PART OF THE TRAILERS, WILL BE CONSIDERED AND COUNTED FROM THE DATE OF BEING EFFICIENTLY OPERATED AFTER REPLACEMENT.

ذلك للقيام بالفتيش على عمليات التصنيع بالمنتج و كل أجزاء التطورات و اختبار الوظائف ، على أن يقوموا بكتابة تقرير لكل الملاحظات التي تظهر عند الفتحيش على أن يقوم الطرف الثاني بتلافي تلك الملاحظات قبل الشحن طبقا لا هو موضح بالبند رقم 8-1 من المواصفات الفنية ، على ان تكون جميع تكاليف الاقامة و التفتلات الداخلية و تذكار السفر بالناظرة على نفقة الطرف الثاني .

كما يلتزم الطرف الثاني بتسليم الطرف الاول جميع الشهادات الصادرة من هيئة الفتحيش الدولية عقب كل مرحلة بعد مدة لا تزيد عن خمسة عشر يوم بعد كل مرحلة.

البند الثاني عشر:

يضمن الطرف الثاني أن يكون التطورات و مستلزماته جديدة و مطابقة لحدث تصميم و أن تكون اصلية و أن تكون جميع المعدات منتج اصلي و ليست منتجة بترخيص و تتفق مع المستوى والمواصفات الفنية المتعاقد عليها طبقا لحدث النظم التكنولوجية العالية و انه لن يظهر بها اي عيب يرجع الى خطأ في التصميم او المواد او الصناعة و أن تعمل بكفاءة و ذلك من خلال مدة الضمان و مقدارها اثنا عشرة شهرا للمتطورات و ملحقاتها تبدا من تاريخ قبوله و استلامه استلاما ابتدائيا ، و لمدة أربعة وعشرون شهرا للشاسيهات ، و دون الاخلال باحكام القانون المدني المتعلقة بضمان العيوب الخفية .

البند الثالث عشر:

1 . يضمن الطرف الثاني أن التطورات الورد سوف تعمل بجمورة فعالة و مناسبة لتحقيق الاهداف المحددة له طوال فترة الضمان و في جميع الاحوال في حالة استبدال أي جزء من اجزاء التطورات أثناء فترة الضمان نتيجة عيب في الصناعة طبقا للبند (الثاني عشر) من هذا العقد تحتسب فترة ضمان جديدة لهذا الجزء لمدة اثنا عشر شهرا (١٢ شهر) تبدا من تاريخ التشغيل السليم بعد الاستبدال .

ARTICLE NO.14:-

IF SECOND PARTY FAILS TO FULFILL ITS OBLIGATIONS FOR THE SUPPLY AND COMMISSIONING OF THE CONTRACTED CARNE AND ITS PARTS FULLY OR PARTIALLY AT THE SPECIFIED DELIVERY DATE MENTIONED IN THE CONTRACT , OR WITHIN THE EXTRA PERIOD FIRST PARTY HAS THE RIGHT WITHOUT NOTICE OR TAKING ANY LEGAL ACTIONS TO THE COURTS , TO ADOPT EITHER OF THE (2) FOLLOWING ALTERNATIVES AFTER NOTIFYING SECOND PARTY OR ITS COMMERCIAL AGENT BY FAX OR E-MAIL ON ITS ADDRESS MENTIONED IN THE CONTRACT :

1.PURCHASING THE ITEMS WHICH THE SECOND PARTY FAILS TO SUPPLY, FROM A THIRD PARTY AND ON THE EXPENSES OF SECOND PARTY EITHER THROUGH PUBLIC OR LIMITED BARGAIN OR A DIRECT AGREEMENT ACCORDING THE SAME CONDITIONS AND THE TECHNICAL SPECIFICATIONS STATED AND CONTRACTED ON . THE VALUE OF THE AMOUNTS RESULTS FROM THE EXCESS IN PRICE ADDED TO EXPENSES FIRST PARTY MAY INCURRED DURING PERFORMANCE OF THE EXPENSE OF SECOND PARTY , AND ANY DUTIES FOR FIRST PARTY , SUCH AS DAMAGES OR ANY DELAY PENALTIES SHALL BE DEDUCTED FROM THE DEPOSITED PERFORMANCE GUARANTEE VALUE , ANY DUES OF SECOND PARTY OR ANY OTHER GOVERNMENTAL AUTHORITY , SECOND PARTY SHALL NOT ASK FOR A PRICE ON ITS EXPENSES LESS THAN THE AGREED PRICE MENTIONED HEREIN .
2.WITHOUT PREJUDICE TO THE RIGHT OF FIRST PARTY TO TAKE ANY LEGAL PROCEEDINGS AGAINST SECOND PARTY THE CONTRACT SHALL BE NULL AND VOID AUTOMATICALLY AND BY THE FORCE OF LAW. THE FINAL PERFORMANCE GUARANTEE AMOUNTING (10%) TEN PERCENT OF THE CONTRACT VALUE SHALL BE TAKEN BY FIRST PARTY WITHOUT PREJUDICE TO THE RIGHTS OF FIRST PARTY TO ACQUIRING DELIVERY DELAY PENALTIES OR DAMAGES .

ARTICLE NO.15:-

FIRST PARTY IS RESPONSIBLE TO FINALIZING THE PROCEDURES OF ISSUING THE REQUIRED AUTHORIZATION LETTERS FOR THE IMPORTED ITEMS , TO BE CERTIFIED BY THE GENERAL AUTHORITY OF INVESTMENT FIRST PARTY SHALL PRESENT THE NECESSARY POWER OF ATTORNEYS TO SECOND PARTY TO CARRY OUT THE CUSTOMS CLEARANCE PROCEDURE AND SHALL FACILITATE THE NECESSARY PROCEDURES FOR ALLOWING THE ENTRANCE OF THE EXPERTS AND REPRESENTATIVES OF SECOND PARTY TO THE CUSTOMS AREA , SO AS TO FULFILL THE OBLIGATIONS TO THIS CONTRACT

السيد الرابع عشر:

اذ اخل الطرف الثاني في تنفيذ اى من شروط العقد أو أهمل أو اضل القيام بأحد التزاماته المقررة و لم يصلح أثر ذلك في خلال مدة اقصاها عشرة ايام عمل بخلاف مدة التخليص الجمركي من اليوم التالي لاختطاره أو وكالة التجارى بالفاكس أو البريد الالكترونى على عوانه المبين في العقد .

يجوز للطرف الأول دون تتيبه او انذار او اتخاذ اية اجراءات قضائية ان يتخذ أحد الاجراءين التاليين :

١ . شراء الاصناف التي لم يقم الطرف الثاني بتوريدها من غيرة و على حسابية سواء بطريق الممارسة العامة او المحدودة او الممارسة او بالاتفاق المباشر بذات الشروط و المواصفات الفنية المعلن عنها و المتعاقد عليها و يخصم من قيمة التامين المودع او اية مستحقات له لدى الطرف الاول او اية جهة حكومية اخرى قيمة الفروق الناتجة عن الزيادة في الثمن مضافا اليها المصروفات التي يكون الطرف الاول قد تكبدها في التنفيذ على حساب الطرف الثاني و ما يستحق للطرف الاول من غرامات تاخير و تعويض ، ولا يحق للطرف الثاني المطالبه بفروق الاسعار اذا كان سعر الشراء على حسابية اقل من الثمن المتفق عليه في هذا العقد .

٢ . اعتبار العقد مفسوخاً من تلقاء نفسه وبقوة القانون وبصبح التامين النهائي من حق الشركة (الطرف الأول) بما يوازى ١٠% (عشرة في المائة) من قيمة العقد ودون الأخلل بما يستحقه الطرف الأول من غرامات تاخير وتعويض . وذلك كله مع عدم الأخلل بحق الطرف الأول في الرجوع على الطرف الثاني قضاء بما لم يتمكن من استيفائه من حقوق .

السيد الخامس عشر:

تتعهد الشركة الطرف الأول باتهاء اجراءات استخراج اقرارات الوارد من خارج البلاد و اعتمادها من الهيئة العامة للاستثمار و تقديم التفويضات اللازمة للطرف الثاني لانهاء اجراءات التخليص الجمركي و كذا القيام بكافة التسهيلات اللازمة لدخول خبراء و مندوبى الشركة الطرف الثاني الدائرة الجمركية لتنفيذ مراحل هذا العقد .

٢١



ARTICLE NO. 16:-
SECOND PARTY SUBMITTED A LETTER OF GUARANTEE NO. AMOUNTING 10 % OF THE CONTRACT VALUE . THIS GUARANTEE IS FOR THE PROPER PERFORMANCE OF THE CONTRACT OBLIGATIONS FREE OF ANY CONDITIONS OR RESERVATIONS AND PAYABLE AT FIRST DEMAND BY FIRST PARTY . THE LETTER OF GUARANTEE IS VALID FOR 30 DAYS FOLLOWING BOTH THE END OF THE GUARANTEE PERIOD (24) MONTH AND FINAL ACCEPTANCE OF CONTRACTUAL ITEMS.

البند السادس عشر :
قام الطرف الثاني بتقديم خطاب ضمان بنكي نهائي رقم صا ٢٠١١ / ١ صادر بتاريخ ٢٠١١ / ١ صا من بنك لا ترا ماته التعاقدية لهذا العقد خال من ايه شروط او تحفظات و مقمولا للدفع لصالح الطرف الاول عند اول طلب ساري المفعول لمدة ثلاثين يوما بعد تاريخ انتهاء فترة الضمان و قدرها (٢٤) شهرا واستلام الطرف الاول النهائي للبنود موضوع العقد .

ARTICLE NO. 17:-
SECOND PARTY SHALL SUBMIT ANY IMPROVEMENTS OR MODIFICATIONS APPLIED BY THE ORIGINAL MANUFACTURER IN TIME TO BENEFIT FROM WHEN NEEDED SHALL PROVIDE FIRST PARTY WITH THE LATEST TECHNOLOGICAL IMPROVEMENTS ADDED BY THE MANUFACTURING FACTORY .

البند السابع عشر :
يلتزم الطرف الثاني بتقديم أي تحسينات أو تعديلات يقوم بها المصنع الأصلي في جينة للاستفادة بها حين الحاجة و كذا موافاة الشركة الطرف الأولى بأى تكنولوجيا جديدة تقوم بإضافتها الشركة المصنعة من شأنها رفع كفاءة المقطورات الموردة وذلك خلال الضمان و لعين الاستلام النهائي.

ARTICLE NO. 18:-
SECOND PARTY IS NOT RESPONSIBLE FOR ANY DELAYS OR FAILURES TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER DUE TO ANY CAUSES OR CONTINGENCIES BEYOND ITS CONTROL INCLUDING RIOTS CIVIL STRIKES, TERRORISM, WAR OR CIVIL WAR, FLOOD, EARTHQUAKE, LANDSLIDES OR OTHER SIMILAR NATURAL DISASTERS
SECOND PARTY SHALL REPORT FORCE MAJEURE AT ONCE UPON ITS OCCURRENCE, AND SHALL SUBMIT FOREIGN GOVERNMENTS WARNINGS FOR TRAVELING RESTRICTIONS FOR THEIR CITIZENS IN CASE OF INSTABILITIES INSIDE EGYPT, ANY OF THE ABOVE CIRCUMSTANCES WILL NOT BE TAKEN INTO ACCOUNT UNLESS SECOND PARTY SUBMITS THE RELEVANT EVIDENCING DOCUMENTS ATTESTED BY THE EGYPTIAN EMBASSY ABROAD.

البند الثامن عشر :
يتم تطبيق شروط القوة القاهرة عند حدوث احداث خارجة عن ارادة الطرف الثاني ولا يمكن التنبؤ بها عند تحرير العقد والتي تعنى اصالح الشغب والاضرابات المدنية و الارهاب والحرب و الحرب الاهليه و الفيضانات والزلازل وانهيار التربة او الكوارث الطبيعية ، و المشابهة على أن يقوم الطرف الثاني بالإبلاغ عن وقوع القوة القاهرة فور حدوثها ، و اخطارات الحكومات الاجنبية بحظر سفر رعاياها في حاله عدم الاستقرار داخل مصر ، ولا يعتد بأى ظرف من تلك الظروف الا بعد اعتماد المستندات المقامة لشركتنا من السفارة المصرية بالخارج و الابلاغ عنها .

ARTICLE NO. 19:-
SECOND PARTY SHALL AFTER SIGNING THE CONTRACT WITH AN INTERNATIONAL CLASSIFICATION SOCIETY , PROVIDE THE COMPANY (FIRST PARTY) WITH THE NECESSARY INFORMATION ABOUT THE RESPONSIBLE MANAGER OF THE SOCIETY AND ALL THE TECHNICAL OBLIGATIONS ASSIGNED TO THE SOCIETY .

البند التاسع عشر :
يلتزم الطرف الثاني بعد قيامه بإبرام العقد مع هيئة التفتيش الدولية بموافاة الشركة الطرف الأولى بالبيانات اللازمة بالمدير المسئول بهيئة التفتيش و كافة الاجراءات الفنية التي تم استنادها لهيئة التفتيش

ع


مصطفى نازك مصطفى نازك


ARTICLE NO. 20:-
UNDER NO CIRCUMSTANCE SHALL SECOND PARTY ASSIGN THE CONTRACT OR ANY AMOUNTS DUE PARTLY OR TOTALLY TO A THIRD PARTY .

البند العشرون :
لا يجوز للطرف الثاني التنازل عن هذا العقد للغير جزئيا أو كليا أو عن المبالغ المستحقة له كلها أو بعضها الى طرف ثالث .

ARTICLE NO. 21:-
IT IS UNDERSTOOD THAT, AS A RESULT OF PRESENCE OF ANY REMARKS DURING THE PRELIMINARY ACCEPTANCE OR DURING THE GUARANTEE PERIOD OR AS A RESULT OF PRESENCE OF ANY AMOUNTS OF APPLIED PENALTIES , FIRST PARTY HAS THE RIGHT TO DEDUCT THESE VALUES FROM ANY SUMS THAT MAY BE DUE TO SECOND PARTY OR FROM THE VALUE OF THE PERFORMANCE GUARANTEE, WITHOUT THE NEED FOR ALERTING OR WARNINGS, IN CASE THOSE REMARKS ARE NOT RECTIFIED IN THE PERIOD MENTIONED IN THE CONTRACT.

البند الواحد والعشرون :
تستأدى الشركة (الطرف الاول) المقابل المستحق نظير وجود ملاحظات في الاستلام الابتدائي او فترة الضمان او الغرامات التي قد توقع على الطرف الثاني عن طريق خصمها من مستحقات الطرف الثاني او من قيمة خطاب الضمان النهائي بدون الحاجة الى تنبيه او اذار في حالة عدم تلافي الملاحظات خلال المدة المنصوص عليها في العقد .

ARTICLE NO. 22:-
ANY DISPUTES ARISING OUT OF THE CONTRACT SHALL BE SETTLED ACCORDING TO THE EGYPTIAN LAW BY ALEXANDRIA COURTS IN A.R.E.

البند الثالث والعشرون :
تختص محاكم مدينة الاسكندرية بجمهورية مصر العربية دون غيرها بالفصل في أي نزاع ينشأ عن هذا العقد ويكون القانون المصري هو القانون الواجب التطبيق .

ARTICLE NO. 23:-
THE PROVISIONS OF THE CIVIL LAW , MARITIME TRADE LAW NO.8 OF 1990 , THE TRADE LAW NO.17 OF 1999 , THE LAW OF THE GUARANTEE OF INVESTMENTS NO.٧٢ OF ١٠١٧ AND ITS EXECUTIVE REGULATIONS , THE REGULATIONS OF CONTRACTS , PURCHASING AND STORES OF COMPANY (FIRST PARTY) SHALL BE COMPLEMENTARY TO THIS CONTRACT.

البند الثالث والعشرون :
تطبق أحكام كل من القانون المدني و قانون التجارة البحري رقم ٨ لسنة ١٩٩٠ وقانون التجارة الصادر بالقانون رقم ١٧ لسنة ١٩٩٩ وقانون الإستثمار رقم ٧٢ لسنة ٢٠١٧ ولائحته التنفيذية فيما لم يرد بشأنه نص من أحكام لائحة العقود والمشتريات والمخازن للشركة (الطرف الأول) مكملة لأحكام هذا العقد فيما لم يرد فيه نص خاص .

عبدالله كندر

ARTICLE NO. 24:-
BOTH OF PARTIES AGREE THAT THE CHOSEN DOMICILE OF THE SECOND PARTY IN EGYPT IS ITS COMMERCIAL AGENT PREMISES STATED AT THE CONTRACT HEADING TO WHICH ALL FAX CORRESPONDENCES AND THE DATES THEREOF ARE LEGALLY EFFECTIVE , FOLLOWED BY A REGISTERED MAIL , RETURN RECEIPT ACKNOWLEDGED , ACCORDING TO ARTICLE NO.164 OF TRADE LAW NO.17 OF 1999.

ARTICLE NO. 25:-
EXECUTED IN THREE COUNTERPARTS IN ARABIC AND ENGLISH, ONE PER EACH PARTY THE THIRD COPY SHALL BE KEPT BY FIRST PARTY FOR ADMINISTRATIVE PROCEDURES , THE ARABIC VERSION SHALL PREVAIL AND SHALL BE CONTROLLING IN EVENT OF INTERPRETATION .

FIRST PARTY

SECOND PARTY

MR. MAJOR GENERAL / YASSER MOHAMED HEKAL
MEMBER OF THE EXECUTIVE MANAGING DIRECTOR

البند الرابع والعشرون :
يقر الطرفان بان المحل المختار للطرف الثاني في مصر هو موطن وكيلة التجارى الثابت بصدر هذا العقد والتي تصح عليه قانوناً جميع المراسلات بالفاكس ويعتد بتاريخها وتعزز بواسطة خطابات موسى عليها يعلم الوصول لاحقة اصعالا للمادة ١٦٤ من قانون التجارة رقم ١٧ لسنة ١٩٩٩ وتعتبر منتجه لاثارها القانونية .

البند الخامس والعشرون :
تحرر هذا العقد من ثلاث نسخ باللغة العربية و الانجليزية وتسلم كل طرف نسخة ويحتفظ الطرف الاول بالنسخة الباقية للاجراءات الادارية ، وفي حالة الاختلاف في التفسير يعتد بالنسخة العربية .

الطرف الثاني

الطرف الاول

السيد /

لواء / ياسر محمد هيكال
العضو المنتدب التنفيذي

٢١



ياسر محمد هيكال



UNDERTAKING

WE HEREBY DECLARE THAT IN CASE THAT OUR COMPANY IS AWARDED THIS BID , WE SHALL BE COMMITTED TO THE FOLLOWING :

A-WE SHALL SUPPLY ALL NECESSARY DATA FOR THE FIRST PARTY TO PURCHASE SPARE PARTS FROM THE ORIGINAL MANUFACTURERS AS FOLLOWS :-

1-ALL MAJOR PARTS OF THE TRAILERS HAVE A FIXED PLATE WITH THE DATA (IN ENGLISH) FROM THE ORIGINAL MANUFACTURERS.

2-OPERATION, MAINTENANCE SCHEDULE, SPARE PARTS CATALOGUES (IN ENGLISH)FOR THE MAIN COMPONENTS FOR THE TRAILERS FROM ORIGINAL MANUFACTURERS SHOWING THE WAY OF ORDERING THE SPARE PARTS, SERIAL NUMBER AND QUANTITIES FOR EVERY MACHINE INSTALLED IN THE TRAILERS

B- WE UNDERTAKE NOT TO IMPOSE ANY RESTRICTIONS OR HOLD ANY SIDE AGREEMENTS WITH SUB-SUPPLIERS (THE ORIGINAL PRODUCERS OF THE PARTS OF THE TRAILERS) RESULTING IN REJECTION OF THE SUB-SUPPLIERS OF THE COMPANY'S DEMANDS OF SPARE PARTS OR OVERVALUED THE PRICES PREVAILING IN THE MARKET.

C-WE SHALL SUPPLY NECESSARY SPARE PARTS , ESPECIALLY THE ESSENTIAL SPARE PARTS TO COVER THE OPERATION OF THE TRAILERS FOR NOT LESS THAN (10)YEARS FOLLOWING THE FINAL ACCEPTANCE .

DECLARED BY

COMPANY NAME :

NAME OF THE COMPANY REPRESENTATIVE IN THE CONTRACT

SIGNATURE :

DATE :

اقرار

أقر في حالة ترسية العطاء على شركتنا أن نلتزم بالاتي :

أ - نلتزم بأن نقدم كافة البيانات اللازمة لشراء قطع الغيار من منتجها الاصلى الى الطرف

على النحو التالي :

1. أن تكون جميع المكونات الرئيسية بالمقطورات مثبت عليها لوحة البيانات الخاصة بها (باللغة الانجليزية) من المنتج الاصلى .
2. توريد الغد المطلوب من المراجع متضمنة أسلوب التشغيل وروتينيات الصيانة المختلفة و كتالوجات قطع الغيار (باللغة الانجليزية) للمكونات الرئيسية للمقطورات من منتجها الاصلى موضحةً بها أسلوب طلب قطع الغيار و ارقامها و كمياتها بكل معة مركبة بالمقطورات ،

ب - نتعهد بأن لا نفرض أى قيود أو نعقد أى اتفاقات جانبية مع موردي الباطن المنتجين

لاجزاء المقطورات (يترتب عليها رفض موردي الباطن مطالب الشركة من قطع الغيار او المنة بين الاصلى لالة و اسعارها السائدة في السوق .

ج - نلتزم بتوريد قطع الغيار اللازمة و الضرورية و خاصة الاساسى منها لتغطية تشغيل قبل المقط

لا تقل عن (10) سنوات تالية للاستلام التهانى .

المقرر بما فيه

اسم الشركة :

اسم ممثل الشركة فى العقد

التوقيع :

التاريخ :

Handwritten signature and stamp at the bottom left.

PROFORMA INVOICE No.

Date / /

MESSRS.
BRANCH OF ALEXANDRIA CONTAINER AND CARGO HANDLING CO,
PRIVATE FREE ZONE
QUAY 23 PORT OF ALEXANDRIA
ALEXANDRIA , EGYPT

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	VALUE OF TRAILERS (EXW)			
2	INSPECTION AT FACTORY			
3	CHARGES FOR INTERNATIONAL SOCIETY IN FACTORY			
4	ATTACHED SPARE PARTS			
5	RECOMMENDED SPARE PARTS			
TOTAL VALUE EXW				

COUNTRY OF ORIGIN :
PORT OF SHIPMENT :
DELIVERY PERIOD :
PAYMENT TERMS :

WE CONFIRM THAT THIS PROFORMA INVOICE IS TRUE AND CORRECT .

CA

Handwritten signature and stamp in blue ink, including the name 'مصطفى نادر' (Mustafa Nader) and a signature.

PROFORMA INVOICE No.

Date / /

MESSRS.
BRANCH OF ALEXANDRIA CONTAINER AND CARGO HANDLING CO,
PRIVATE FREE ZONE
QUAY 23 - PORT OF ALEXANDRIA
ALEXANDRIA, EGYPT

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	VALUE OF TRAILERS (FOB)			
2	INSPECTION AT FACTORY			
3	CHARGES FOR INTERNATIONAL SOCIETY IN FACTORY			
4	ATTACHED SPARE PARTS			
5	RECOMMENDED SPARE PARTS			
TOTAL VALUE FOB				

COUNTRY OF ORIGIN :
PORT OF SHIPMENT :
DELIVERY PERIOD :
PAYMENT TERMS :

WE CONFIRM THAT THIS PROFORMA INVOICE IS TRUE AND CORRECT .

c9

Handwritten signature and stamp

PROFORMA INVOICE No.

Date / /

MESSRS.
BRANCH OF ALEXANDRIA CONTAINER AND CARGO HANDLING CO,
PRIVATE FREE ZONE
QUAY 23 PORT OF ALEXANDRIA
ALEXANDRIA , EGYPT

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	VALUE OF TRAILERS (CIF)			
2	INSPECTION AT FACTORY			
3	CHARGES FOR INTERNATIONAL SOCIETY IN FACTORY			
4	ATTACHED SPARE PARTS			
5	RECOMMENDED SPARE PARTS			
TOTAL VALUE CIF				

COUNTRY OF ORIGIN :
PORT OF SHIPMENT :
DELIVERY PERIOD CIF ON SITE :
PAYMENT TERMS :

WE CONFIRM THAT THIS PROFORMA INVOICE IS TRUE AND CORRECT .

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٤٣ ٤٤ ٤٥ ٤٦ ٤٧ ٤٨ ٤٩ ٥٠ ٥١ ٥٢ ٥٣ ٥٤ ٥٥ ٥٦ ٥٧ ٥٨ ٥٩ ٦٠ ٦١ ٦٢ ٦٣ ٦٤ ٦٥ ٦٦ ٦٧ ٦٨ ٦٩ ٧٠ ٧١ ٧٢ ٧٣ ٧٤ ٧٥ ٧٦ ٧٧ ٧٨ ٧٩ ٨٠ ٨١ ٨٢ ٨٣ ٨٤ ٨٥ ٨٦ ٨٧ ٨٨ ٨٩ ٩٠ ٩١ ٩٢ ٩٣ ٩٤ ٩٥ ٩٦ ٩٧ ٩٨ ٩٩ ١٠٠

TO WHOM IT MAY CONCERN

Hereby I Board director of And duly authorized to engage the company , give power of attorney to Messrs.Our commercial agent in A.R.E to sign the contract for the supply of according to our offer No. For Branch Of Alexandria Container And Cargo Handling Co, Private Free Zone , on behalf of our company .

Name :

Signature :

Date :

٢١

سید محمد علی حسینی

التاريخ : / /

Date : / /

BID BOND GUARANTEE NO.●

خطاب الضمان الابتدائي رقم

Messrs of Alexandria Container & Cargo Handling Co.
Quay 23Containers Terminal - Port of Alexandria

السادة / شركة الإسكندرية لتداول الحاويات والبضائع
رصيف ٢٣ محطة الحاويات - ميناء الإسكندرية

With reference to the tender of

بالإشارة إلى العطاء المقدم لكم من

In connection with the public bargain no
Date

بخصوص الممارسة العامة رقم
بتاريخ

For the supply of
We hereby undertake to hold at your disposal as
provisional deposit , free of return and payable in cash on
your first demand and notwithstanding any contestation by
the tenders the sum of :

لتوريد
نتعهد بمقتضى هذا بأن نضع تحت تصرفكم كتأمين ابتدائي ، بدون عائد ،
وقابلاً للدفع نقداً عند أول طلب منكم بغض النظر عن أى اعتراض
من مقدمي العطاء مبلغ :

This undertaking remains in force until a decision is taken
on the offer and (in the event of the whole or part of the
offer being accepted) until the tenders has provided such
final guarantee deposit as may be required but it will in
any case automatically expire on the / /

ويسرى مفعول هذا التعهد إلى أن يتخذ قرار بشأن العطاء
(وفى حالة قبول العطاء كله أو جزء منه) إلى أن يقوم مقدم العطاء بإيداع
الضمان النهائي الذي قد تطلبوه ولكنه سينتهي على أى حال تلقائياً
فى / /

Consequently any claim for payment in respect thereof
should be made to us by the

وعليه فإن أى مطالبة بالقيمة فى هذا الشأن يجب أن تقدم إلينا فى ميعاد غايته

accompanied by :
لا شئ

مصحوبة بالآتى :

At the latest should we receive no claim for payment from
you by that date , our liability will cease " ipso facto " and
the present Letter of guarantee will definitely become null
and void .

فإذا لم تصلنا منكم أية مطالبة بالقيمة فى هذا الشأن حتى ذلك التاريخ ،
ينقضى التزامنا من تلقاء نفسه وتصبح هذه الضمانة نهائياً منتهية .

This guarantee is not to be used as final guarantee . please
be informed that the photocopies and copies of this letter
are considered non negotiable copies .

كما وأنه لا يجوز استخدامه كضمان نهائي . ونود الإحاطة أن الصور
الفوتوغرافية والكربونية لهذا الخطاب لا يعتد بها .

Please return to us this Letter of guarantee on expiry date
for cancellation .

والرجاء أن تعيدوا إلينا خطاب الضمان هذا عند انتهاء المدة للإلغاء .

We certify that we have not exceeded the limit permitted
to us for issuing letters of guarantee .

ونقر بأننا لم نتعد الحد المصرح لنا به لإصدار خطابات الضمان .

Yours faithfully ,

وتفضلوا بقبول فائق الاحترام ،

التوقيع المعتمد
Authorized signature

يعتبر خطاب الضمان لاغياً ولايعتد به فى حالة وجود أى تعديل
أو كشط أو إضافة الى البيانات الواردة به حتى إن كانت معتمدة

ملحوظة : يراعى أن يصدر خطاب الضمان من بنك محلى درجة أولى معتمد من البنك المركزي .

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مصطفى نادر
مدير العلاقات العامة

Date : / /

التاريخ : / /

PERFORMANCE BOND NO.

خطاب الضمان نهائي رقم

Messrs Alexandria Container & Cargo Handling Co.
Quay 23- Containers Terminal - Port of Alexandria

السادة / شركة الإسكندرية لتداول الحاويات والبضائع
رصيف ٢٣ محطة الحاويات - ميناء الإسكندرية

We hereby guarantee

نضمن بمقتضى هذا

To the extent of
(Say

فى حدود مبلغ
(فقط)

In respect of

بخصوص

And we undertake to pay this sum on your first demand ,
notwithstanding any contestation . This Letter of guarantee
holds good until the / /

ونتعهد بدفع هذا المبلغ لدى أول طلب منكم وبدون النظر الى أية معارضة .
ويسرى مفعول خطاب الضمان هذا
حتى / /

Consequently , any claims for payment in respect thereof
should be made to us by that date accompanied by :

وعلى ذلك فان أية مطالبة بالقيمة فى هذا الشأن يجب أن تقدم لنا حتى هذا
التاريخ مصحوبة بالآتي :

لا شئى

should we receive no claim for payment from you by that
date , our liability will cease " ipso facto " and the present
Letter of guarantee will definitely become null and
cancelled and our guarantee expired .
Please return to us this Letter of guarantee on expiry date
for cancellation .
please be informed that the photocopies and copies of this
letter are considered non negotiable copies .
We certify that we have not exceeded the limit permitted
to us for issuing letters of guarantee .

فإذا لم تصلنا منكم أية مطالبة بالقيمة حتى ذلك التاريخ ينقضى التزامنا من
تلقاء نفسه ويصبح هذا الضمان لاغياً وضمائمنا منتهية .

الرجاء إعادة خطاب الضمان هذا إلينا عند انتهاء المدة للإلغاء

ونود الإفادة أن الصور الفوتوغرافية والكربونية لهذا الخطاب لا يعتد بها

ونقر بأننا لم نتعد الحد المصرح لنا به لإصدار خطابات الضمان .

Yours faithfully ,

وتفضلوا بقبول فائق الاحترام ،

التوقيع المعتمد
Authorized signature

يعتبر خطاب الضمان لاغياً ولايعتد به فى حالة وجود أى تعديل
أو كشط أو إضافة الى البيانات الواردة به حتى إن كانت معتمدة

ملحوظة : يراعى أن يصدر خطاب الضمان من بنك محلي درجة أولى معتمد من البنك المركزي .

٢٢

مصطفى نادى
مستشار
مستشار
مستشار

Date : / /

ADVANCE PAYMENT L/G NO.

Messrs , Alexandria Container & Cargo Handling Co.
Quay 23- 2 Containers Terminal - Port of Alexandria

We hereby guarantee

To the extent of
(Say

In respect of

And we undertake to pay this sum on your first demand ,
notwithstanding any contestation . This Letter of guarantee
holds good until the / /

Consequently , any claims for payment in respect thereof
should be made to us by that date accompanied by :

should we receive no claim for payment from you by that
date , our liability will cease " ipso facto " and the present
Letter of guarantee will definitely become null and
cancelled and our guarantee expired .
Please return to us this Letter of guarantee on expiry date
for cancellation .
please be informed that the photocopies and copies of this
letter are considered non negotiable copies .
We certify that we have not exceeded the limit permitted
to us for issuing letters of guarantee .

Yours faithfully ,

التوقيع المعتمد
Authorized signature

التاريخ : / /

خطاب ضمان الدفعة المقدمة رقم

السادة / شركة الإسكندرية لتداول الحاويات والبضائع
رصيف ٢٣ - محطة الحاويات - ميناء الإسكندرية

نضمن بمقتضى هذا

فى حدود مبلغ
(فقط)

بخصوص

ونتعهد بدفع هذا المبلغ لدى أول طلب منكم وبدون النظر الى أية معارضة
. ويسرى مفعول خطاب الضمان هذا
حتى / /

وعلى ذلك فان أية مطالبة بالقيمة فى هذا الشأن يجب أن تقدم لنا حتى هذا
التاريخ مصحوبة بالآتى :

لاشئى

فاذا لم تصلنا منكم أية مطالبة بالقيمة حتى ذلك التاريخ ينقضى التزامنا من
تلقاء نفسه ويصبح هذا الضمان لاغياً وضمانتنا منتهية .

الرجاء إعادة خطاب الضمان هذا الينا عند إنتهاء المدة للإلغاء

ونود الإفادة أن الصور الفوتوغرافية والكربونية لهذا الخطاب لايعتد بها .

ونقر بأننا لم نتعد الحد المصرح لنا به لإصدار خطابات الضمان .

وتفضلوا بقبول فائق الاحترام ،

يعتبر خطاب الضمان لاغياً ولايعتد به فى حالة وجود أى تعديل
أو كشط أو إضافة الى البيانات الواردة به حتى إن كانت معتمدة

ملحوظة : يراعى أن يصدر خطاب الضمان من بنك محلى درجة أولى معتمد من البنك المركزي .

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التوقيع المعتمد

التوقيع المعتمد

***TECHNICAL
SPECIFICATIONS
FOR 9 corner less
TERMINAL semi
TRAILERS***

COMMITMENT

We hereby commit if our offer is accepted, to undertake the following: -

1-To provide all the basic specifications needed to(ACCHCO) to purchase **the spare parts from its original manufacturers as follows:-**

A-All equipment(main components) installed in the trailer should be provided with its original manufacturer name plate in English Language

B-Submit the required copies of complete spare parts manual and catalogue (in English language) for each component from its original manufacturer, including the requisitions form of spare parts, quantity of items and codes in equipment (see the form of attached spare parts list) .

C-Submit the basic specification for all standard parts installed in the trailer or its components so as to be purchased by (ACCHCO) from any local or foreign supplier.

2-To insure and guarantee that no constrains for (ACCHCO) to get the spare parts from any of the sub - suppliers and that would not make any deals with the sub - suppliers to refuse supplying any required parts for (ACCHCO),or to raise its prices than the usual market prices.

3- BARGAINER must assure and provide guarantee for the continuous production of the trailer main components and their spare parts at least for the coming ten years and that their local agents can supply at any time the required spare parts to repair and maintain the equipments in good working conditions from the date of final acceptance

Name of the company :
Name of representative :
Signature :
Date :

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A handwritten signature in blue ink is written over a blue circular stamp. The signature appears to be 'Ali Ghalib'. There is also a blue horizontal line or underline to the right of the stamp.

1- GENERAL

1-1 OBJECT OF THE BARGAIN :

BARGAINERS are invited by Alexandria container and cargo handling company (ACCHCO.) for supply and commissioning of the following :-

- 1- NINE (9) in number **THERE (3) trailers for Alexandria branch and SIX(6) trailers for Dekhila branch**), corner less terminal trailers (40 feet) of nominal net load capacity 70 ton (safe working load 70 ton) without trailer weight.
- 2- Every trailer **must be equipped** with two spiral air hoses and spiral electrical cable.
- 3- **The guarantee period for one years for all the trailer additional one year guarantee for the chassis.**
- 4- The trailer manufacturers preferable to be USA, JAPAN, GERMANY, UNITEDKINGDOM, FRANCE, BELGIUM, ITALY, POLAND, Belarus, DENMARK, IRELAND, NETHERLAND, FINLAND AND SRI LANKA not under license (under license will be rejected) – CHINA will be rejected

1-2 STANDARDS AND CODES :

- 1- The corner less trailers should be designed for port / terminal heavy-duty operation conditions, and high reliability No permanent deflection can exist under repeated load during life time of the trailers (to meet the working conditions on rough roads and heavy shocks from STS with twin Spreader more than 80 ton load during handling operations).
- 2- The BARGAIN should indicate in their offers the applied standards and codes for design and manufacture of trailers to meet the above conditions.

1-3 INSPECTION AND TESTS :

- 1- BARGAINERS should submit (with their offers) the detailed inspections and tests at factory according the applicable international standards .
- 2- Tests under full load and over load conditions stated in item 1 above will be conducted at the factory and approved by the third party (LR, GL, BV or similar) Approval reports should be submitted. .
- 3- Operational tests should be conducted at ACCHCO site .
- 4- Cost of inspections & tests at factory will be born by BARGAINER including third party costs .

1-4 CERTIFICATES :

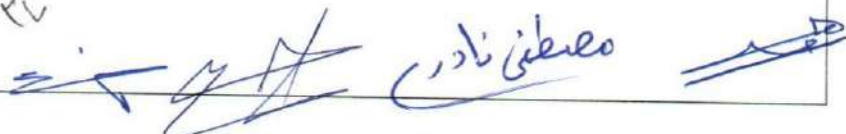
The following certificates will be submitted to ACCHCO. during commissioning at site :

- 1- Factory test certificates for each axle .
- 1- 2-Data sheet for each trailer containing the basic data to be submitted to the traffic authority for licence .
- 2- Approved certificates from the international inspection society to clarify the type of steel used in the trailer according to DIN .
- 3- Approved certificates from the international inspection society for design, fabrication, assembly & erection.

1-5 DOCUMENTS :

The successful BARGAINER should supply 2 (two) hard copies and also 4(Four) copies as a Removable storage device of the following documents (in English or arabic language) :-

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- 1- Full specification manual including the name plate data for the trailers and their different axles .
- 2- Operating manuals .
- 3- Detailed maintenance manual including :
 - i. All necessary schematic diagrams for electrical & pneumatic .
 - ii. Lubrication and greasing charts for all moving and rotating parts
- 4- Spare parts manual and catalogues for the trailer and its main component from their original manufacturers including quantities of parts installed and manufacturer part No.
- 5- Workshop manual for trailers main components (axles, brakes).

1-6 SPARE PARTS :

- 1- BARGAINERS should supply the attached list of necessary spare parts with specified quantities, part numbers and prices (prices will be evaluated with the trailers prices) .
- 2- BARGAINERS should indicate their own sub- suppliers/ manufacturers main components .

1-7 TOOLS :

The BARGAINER should supply (with the NINE trailers)

- 1- Cross wrench for tiers nuts (4 pc).
- 2- Hydraulic jack for lifting the trailer 30 ton suitable to change front and rear tires (2 pc.)

1-8 Inspection:

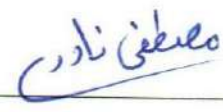
- 1- ACCHCO has the right to send (2) two engineers for ten days to the manufacturer firm for trailers, final inspection with the third party.
- 2- Air tickets & Accommodation and internal transportation will be on behalf of contractor AIR TICKETS ECONOMY CLASS

NOTICE

The Spare Parts And Tools Will Be Divided As Follow:-

- ONE THIRD FOR ALEX BRANCH (with 3 trailers)
- TWO THIRD FOR DK BRANCH (with 6 trailers)

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2- TECHNICAL SPECIFICATIONS FOR CORNER LESS TERMINAL TRAILER :-

2-1 TRAILER REQUIREMENTS AND PERFORMANCE :

Corner less Terminal container trailer shall be towed by a typical terminal tractor with an elevating fifth wheel it can meet the following requirements :-

1. Intensive operation under heavy loads severe shocks (two fully loaded containers with lowering speed and twin spreader weight 80 ton repeated load).
2. Transporting one forty feet or two twenty feet containers or one 20 ft ISO loaded containers .
3. safe Working load 70 tons .
4. Speed at full load not less than 20 km/hr on rough roads.
5. The trailer should be designed for heavy duty and intensive operation conditions on rough roads and should be guaranteed by the manufacturer to operate under the tropical climatic conditions:-
 - Sea water spray (marine atmosphere)
 - Ambient temperature up to 50°C
 - Relative humidity of 100 %
 - Presence of fine sands and coal dust.

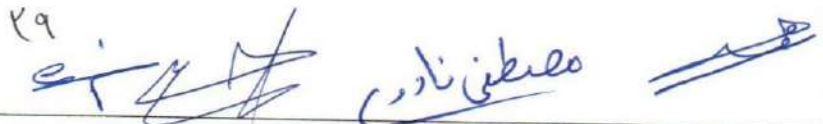
2-2 CHASSIS :

Chassis should meet the following requirements :-

MAIN BEAM MUST BE HIGH TENSILE STEEL-ST 52.3

The weight of the trailer not less than 8 ton

1. Heavy sturdy welded steel construction with longitudinal and cross beams. Fitted with standard two inch king pin (must be bolted type) with sliding plate (for fifth wheel) design with steel code and should meet BHN (Brenil hardness number)of the common fifth wheel used in terminal tractors and properties to prevent wear and scratch to meet several turning and manauvering in small area. the cornerless design allow fast loading / unloading operation with placement and removal of semi- twist locks from the bottom corner while the container are resting on the chassis before handling the container
2. Must be fitted with heavy duty welded guides(preferable to be with wear stripe in the side guards) to be used with T.L.T with two 20 feet container at the sides (no space between every two guides- one complete guide for each container at each side) and must be welded at front , side and rear
3. The heigh of the side guard from the bed prefable to be not more than 36cm
4. container stopper for (one) 20 feet containers,or (two) 20 feet containers .
5. Fitted with two axles and mechanical stand landing legs two speed retractable (hand operated).
6. Design safety factors should be considered to prevent deflection and twisting of chassis under max load operating conditions (no permanent deflection due to repeated load is permitted) .
7. The two main longitudinal beams must be directly positioned on leaf springs for Axles
8. Metal Mudguard must be fixed to chassis and not less than 4mm thickness.
9. The offer should include complete drawings, cross section area of the main beams ,lateral beam....etc with all dimension and the material grade and properteis .
10. proto type will be rejected.

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2-3 AXLES :

The trailer should be equipped with two heavy duty axles (tandem axle) consisting of two heavy duty trailer axles with two leaf springs for each axle mounted to rocker arms with torque rods suitable for heavy shocks on rough roads .

The load distribution on both axles can be achieved by any means to meet the working conditions . Axles with high precision bearings, packed with grease and sealed for life (The offer should include complete drawings for axle type,dimension,loads on axles,manufacturer.....)

2-4 BRAKE SYSTEM :

The trailer should be equipped with complete brake system has the following requirements:

- 1-Two separate air lines,should be S- cam brake type, with all necessary accessories and connectors to the tractor.
- 2- parking brake & foot brake must actuated on both axles by single acting brake chamber controled from the tractors.

2-5 TRAILER COUPLING :

Must be meet the following :-

- Trailer coupling with tractor should be through(**two inch**) king pin of heavy duty type and should be bolted type .
- King pin overhang 120 cm .
- Hight from ground to king pin plate 130 cm

2-6 ELECTRICAL EQUIPMENT :

- 1- Lighting system should be 24 V and comply with the traffic regulations (**LED LIGHT**)
- 2- lights will be (direction indicator-hazard- stop light –nose light-reverse light(two reverse light left and right) - (4) four at least indicator lights for each side)
- 3- Standard plug (7 poles) for connection with tractor through spiral cable .
- 4- Fuse Box must be in the trailer to prevent shortcircuit .(Isolated)
- 5- Reverse back up alarm at the end of the trailer .
- 6- Electrical cables and hoses must be fitted inside steel pipe fixed in the chassis for protection reasons

2-7 RIMS AND TIRES :

- Front and rear rims must be the same size 22.5 inch rim width 9 inch .
- Front and rear tires must be of size 310/80 R 22.5 industrial - rim width 9 inch and should be of heavy duty type suitable for terminal yard on rough road.
Option Michelin with separate price
- Front and rear wheels must be covered with steel mudguard not less than 4 mm.
- full specification for tiers must be mentioned in the offer.

Σ.
[Handwritten signature] [Handwritten signature] [Handwritten signature]

2-9 PAINT FINISH :

1. The trailer should be painting and guaranteed by the manufacturer to operate under the tropical climatic conditions:-
 - Sea water spray (marine atmosphere)
 - Ambient temperature up to 50°C
 - Relative humidity of 100 %
 - Presence of fine sands and coal dust.
 - **Colour/ marking / logo will be determined during comissioning (contracting)**.

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[Signature] [Signature] [Signature]

3- TECHNICAL DATA LIST FOR TRAILER :

The following specifications should be written (fill spaces) and submitted with the BARGAINER offer.

3-1 Overall dimensions:

- Overall length mm
- Overall width mm
- Height (unloaded/ loaded) mm
- Wheel base mm
- King pin Overhang mm
- Ground clearance mm
- Hight from ground to king pin plate mm

3-2 CHASSIS

Description of chassis design, manufacture standards, steel code and properties should mentioned .

- Manufacturer \ origin
- Model / type
- Material according to DIN
- Yield stress N/mm^2
- Design stress N/mm^2
- Factor of safty

3-3 AXLE :

- Manufacturer \ origin of manufacturer
- Model / type
- Weightkg
- Static load capacity (at 0 km/h)kg
- Dynamic load capacity (at 20 km/h)kg

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3-4 RIMS AND TIRES :

- Rim(Manufacturer\ origin of manufacturer)
- type
- SizeNo./size
- Tires (Manufacturer\ origin of manufacturer)
- Type
- Sizeno/size
- play rating
- Dynamic load on tires at 20 km/ hrton

3-5 BRAKE FORCE :

- Service brake(K.N)
- Parking brake.(K.N)

3-6 WEIGHT AND LOADS :

- Trailer dead weightTon
- Trailer max loadTon
- Chassis weightTon

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[Handwritten signature and text in Persian]

ATTACHED SPARE PARTS LIST:

SN	PART DESCRIPTION	BIDDER P.N.	MANUFACTURER P.N	QTY.	UNIT	UNIT PRICE
1	Brake chamber cylinder			9	Unit	
2	Brake drum			3	Unit	
3	Complete set of air valves			6	Set	
4	2" King pin			9	Unit	
5	wheel studs			120	Unit	
6	wheel nuts			120	Unit	
7	Leaf spring complete			6	Unit	
8	Set of Bearing (each type)			6	Set	
9	Brake SHOE Comp.			6	Unit	
10	HUB			6	Unit	
11	Complete spare wheels (rim + tire)			9	Unit	
12	Tire			15	Unit	
13	Spiral electrical cable			9	Unit	
14	Spiral pneumatic hose			18	unit	

