



# Abu Qir Containers Terminals S.A.E

*(Private free Zone Company)*

***Tender for Supply, Installation, Configuration,  
Testing, Implementation and Commissioning of  
Claroty Operational Technology security solution  
for***

**Abu Qir Containers Terminals S.A.E**

***Reference No. (T/AQCT/IT/01/2026)***

*(Version 1.0)*

*Deember 2025*

THE INFORMATION IN THIS DOCUMENT RELATING TO HUTCHISON PORTS ABU QIR CONTAINERS TERMINALSS.A.E SERVICES, PROGRAMS, AND PRODUCTS IS TO BE TREATED AS CONFIDENTIAL AND A TRADE SECRET OF HUTCHISON PORTS ABU QIR CONTAINERS TERMINALSS.A.E AND IS NOT TO BE USED OR DISCLOSED EXCEPT TO RECIPIENT'S EMPLOYEES, OFFICERS, AND AGENTS OR CONTRACTORS ENGAGED IN EXAMINING THIS DOCUMENT, AND WHO ARE SUBJECT TO APPROPRIATE WRITTEN UNDERTAKINGS CONSISTENT WITH THESE CONFIDENTIALITY AND USE RESTRICTIONS. THIS DOCUMENT MUST NOT BE REPRODUCED IN WHOLE OR IN PART OR USED FOR TENDERING OR MANUFACTURING PURPOSES EXCEPT UNDER AN AGREEMENT OR WITH THE CONSENT IN WRITING OF HUTCHISON PORTS ABU QIR CONTAINERS TERMINALSS.A.E. © COPYRIGHT HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E

# 1 INTRODUCTION

## 1.1 Our work

Hutchison Ports Abu Qir Containers Terminals S.A.E is a part of the Hutchison Port Holdings' (HPH) global network of container terminals. HPH is the leading independent port developer and operator in the world. In its short operating target, HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E need to establish itself as the preferred terminal operator by achieving high levels of operating efficiency and customer satisfaction.

## 1.2 Purpose

Hutchison Ports Abu Qir Containers Terminals S.A.E invites qualified partners to submit their best competitive solutions to provide a comprehensive solution for deferent services and hardware to have excellent implementation and cover all technical requirement to achieve operation needs.

## 1.3 PRE-QUALIFICATION CRITERIA

- 1- the bidder provides an undertaking that the OEM shall provide Direct Premium support for the supplied hardware including system software.
- 2- All service requests for Claroty OT security solution should be received, managed, executed, and tracked to closure by the OEM. Bidder should submit declaration letter stating the same, accompanied by similar declaration from the Hardware OEM.
- 3- Hutchison Ports Abu Qir Containers Terminals reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to award of the Contract / Purchase Order without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidder(s). Mere submission of tender document shall not mean fulfilment of requirements of eligibility of the Bidder(s).
- 4- The quantities mentioned in the tender are indicative, and the actual number may vary depending on the requirement. While placing the order, Hutchison Ports Abu Qir Containers Terminals S.A.E may increase or decrease the quantities of items in the tender or request to deliver the items in patches according to the needs and the bidder shall be bound to supply the quantities of items so ordered.

5- Bidders must submit below documents

- a- Bidder's and OEM's declaration letter stating that implementation and all service requests for Claroty OT security solution would be received, managed, executed, and tracked to closure by OEM.
- b- Direct Premium Support undertaking from OEM which should be minimum of 24x7 remote support with maximum resolution time of Next Business Day (NBD).
- c- Delivery plan & schedule.
- d- Bill of material and quantity with OEM Product and Services Part No.
- e- Completed technical specifications.
- f- Product brochures and cross reference document pertaining to technical specification (as relevant).

## 2 CLAROTY OT SECURITY SOULTION

### 2.1 PURPOSE OF THE PROJECT:

---

The purpose of this RFP is to invite technically and commercially competitive proposals from reputed manufacturers/authorized representatives for an **Claroty OT Security solution**. The vendor engagement will involve Supply, Installing, Configuring, Testing, Implementing, Commissioning, and training of the new solution, as well as providing incident and product support as per Scope of work and Technical Specifications given in this RFP, at Hutchison Ports Abu Qir Containers Terminals two Datacenters.

### 2.2 SCOPE of work

---

The broad scope of work as detailed in this section refers to the Hardware and System software that is procured through this tender and used for Supply, Installing, Configuring, Testing, Implementing, Commissioning, and training of the **Claroty OT Security solution** at the three primary Datacenter's at Hutchison Ports Abu Qir Containers Terminals S.A.E. this scope of work shall include, but not be limited to, the following:

#### 2.2.1 GENERAL CONDITIONS

- The OEM shall be responsible for Design, Supply, Installation, Configuration, Testing and Commissioning of the Claroty OT Security solution at Hutchison Ports Abu Qir Containers Terminals S.A.E Data Centre(s).

- The OEM shall be doing the Project Management for the entire Project from commencement to final handing over for live use. The proposed solution must be supported for a period of 1 year as per RFP and Alexandria International Containers terminal's requirement.
- The OEM must prepare architecture design, optimize network to increase performance, documentation, project plan and training as part of the implementation services.
- Installation and configuration of supplied hardware associated system software and system integration must be carried out by OEM.
- Bidder/OEM should propose highly scalable solution. Solutions with limited scalability would not be acceptable to Hutchison Ports Abu Qir Containers Terminals. Solutions which are not mature for over 1 year should not be quoted.
- The OEM shall provide a comprehensive Project Plan including Risk, Quality, Migration, Conversion, Resource, Change and Communication Management Plan. The bidder must submit a detailed plan for implementation of the solution. The plan should include the full scope of the project as mentioned above. On acceptance of such plan by Hutchison Ports Abu Qir Containers Terminals, the OEM is required to carry out the implementation, customization as applicable including supply, installation, and testing of solution etc. The OEM shall also handle all matters relating to the configuration and operation of the system including but not limited to application, system interfaces, documentation, user manual and training for the successful implementation of the system. The project plan update to be published bi-weekly till the project completion.
- The Bidder/OEM shall be responsible for performing the necessary changes in the configuration required for Hardening and/or request directed by security team & audit team.
- The Bidder/OEM shall be responsible for firmware patches/bug, fixes BIOS upgrade and Version Upgrade of software.
- The Bidder/OEM shall be responsible for generation and submission of necessary documents required during various phases of project viz. planning, installation, commissioning, rollout, acceptance testing, project diagrams and other reports etc. All such documents shall commence only after the same is approved by Hutchison Ports Abu Qir Containers Terminals.
- The Bidder/OEM should provide a detailed project plan in terms of activity and phase-wise timelines (no. of days) required for executing the project with the details of deliverables and milestones including the delivery of Server components. The Bidder/OEM shall inform the name of the Project Manager who would be the single point of contact during the complete project implementation.
- The OEM must analyze, review, and gather performance metrics and ensure it performs optimally.
- The Bidder/OEM shall be responsible for installing / configuring of all patches / updates / upgrades required for the offered solution without any extra cost to Hutchison Ports Abu Qir Containers Terminals during the warranty period.

- All service requests for Claroty Appliance should be received, managed, executed, and tracked to closure by the OEM and not through Authorized Service Provider.
- The bidder shall Plan & Design the Architecture services from the OEM. The entire hardware and software supplied under this RFP must be installed and configured by OEM only & OEM must submit a report indicating compliance to reference architecture and best practices. The bidder to make necessary arrangement for the same and Hutchison Ports Abu Qir Containers Terminals will not pay any additional cost for implementation/configuration by OEM.
- Hutchison Ports Abu Qir Containers Terminals reserves the right to shift the equipment to a suitable location depending upon the need. The Bidder will arrange to uninstall, shift the equipment, re-install, configure and commission the same at the shifted location and making the entire system operational without any additional cost to Hutchison Ports Abu Qir Containers Terminals, however, Hutchison Ports Abu Qir Containers Terminals will bear the transportation charges and transit insurance.
- All related documents, manuals, catalogues, and information furnished by the bidder shall become the property of the Hutchison Ports Abu Qir Containers Terminals. Detailed process documentation, and SOP's (Standard Operating Procedure) should be submitted before project signoff.
- Hutchison Ports Abu Qir Containers Terminals may opt for Audit through a third party Authorized Agency or by the Terminal officials for the supplied hardware and Software. Successful bidder is required to coordinate with the Terminal Officials & Audit agency execute relevant test cases.
- Hutchison Ports Abu Qir Containers Terminals will have a periodic review of technology. Successful bidder will supply the models approved as per technical aspects. In case any of the models becomes end of support during entire contract period, then Successful bidder will provide the latest model available at no extra cost to Hutchison Ports Abu Qir Containers Terminals without disruption in performance of services/applications.
- During the Contract Period, in case there is hardware failure three or more times in a period of less than three (3) months, then it shall be replaced by equivalent or higher-level new equipment by the Successful bidder at no cost to the Hutchison Ports Abu Qir Containers Terminals.
- The Bidder/OEM must Proposed "turnkey" Claroty OT security solution.

## 2.2.2 DELIVERY ACCEPTANCE TEST

- The successful bidder shall submit test report. The report should include the below contents:
  - a. Test case
  - b. Test case description
  - c. Expected result
  - d. Actual result

- e. Pass / fail
- f. Screen capture of the result

### 2.2.3 SUPPLY AND DEPLOYMENT

- The Claroty SOLUTION should be deployed in High availability Mode by OEM. All the components of CLAROTY such as compute nodes, network switches, hypervisor OS, storage disks, management software should be factory installed and shipped ready for fast deployment.
- The accessories of CLAROTY solution (including Rack, cables, rack mounting kit, Power strip in the rack etc.) required for the installation and configuration of the equipment will also be supplied by the successful Bidder.
- The Successful Bidder is responsible for all materials like SFP /Ethernet modules cables, connectors etc., equipment's, and services, specified or otherwise
- Bidder shall be responsible for delivery and installation of the complete solution (hardware and software including compute, storage, and network resources) ordered at DC or any other alternate site as per the Hutchison Ports Abu Qir Containers Terminals requirement. Installation means mounting of CLAROTY Solutions in Rack (If any) and “Power-On” all the hardware with all the accessories provided with the hardware.
- Deployment of CLAROTY solution in the live network environment with high availability (HA) configuration in Data Center (DC) site.
- The Successful Bidder is responsible for all unpacking and shall carry out the installation, commissioning, and configuration of all the hardware & appliances and related software as required during the installation.
- The selected bidder should provide a full proof project execution plan before implementing the solution. The project execution plan should be without any network security breach.
- The project should roll out as per execution plan upon approval from the Hutchison Ports Abu Qir Containers Terminals IT management.
- The supply and installation of ordered items along with necessary setup, operational and user manuals / drawings, hardening guide, system test report, circuit diagram, if any etc., shall be made available and handed over to Hutchison Ports Abu Qir Containers Terminals Unit after installation.
- The Bidder shall ensure that all the peripherals, accessories, sub-components required for the functionality and completeness of the solution, including but not limited to the devices, equipment, accessories, software, licenses, tools, etc. should be provisioned according to the requirements of the solution.
- The bidder shall provision for any components, subcomponents, assemblies, subassemblies as part of the CLAROTY solution in the bid response. In case the bidder has not provisioned for the

above, the same shall be provisioned to meet solution requirements at no additional cost and time implications to the purchaser.

- The testing of all equipment & appliances and its operations shall be the responsibility of successful bidder and its OEM. They shall also accomplish all adjustments necessary for successful and continuous operation of these Hardware and software supplied, installed & commissioned under this tender.

## 2.2.4 CONFIGURATION AND COMMISSIONING

- The Successful Bidder shall be responsible for commissioning of the items supplied by preparing interfacing / integrating with purchaser' s equipment / accessories / supplied by other vendors Integration and configuration of the CLAROTY solution as per the compliance sheet and international best practices.
- Configuration of CLAROTY management interfaces for unified management of compute, storage, and networking resources.
- OEM will be responsible for Install and configure server, including all necessary licenses in all CLAROTY nodes also Will responsible for Install and configure all server equipment (e.g. and Configuration of High Availability (HA)).
- Acceptance Criteria of Commissioning
  - 1- Functionality tests
    - a) Functionality of physical appliances, e.g. servers.
    - b) Patch upgrade on CLAROTY
    - c) Network connectivity tests
    - d) Dashboard monitoring of CLAROTY cluster, e.g. CPU, memory, network connectivity, storage, alerts, healthiness
  - 2- Failover tests

## 2.3 Technical Specification / Requirement

### 2.3.1 TECHNICAL SPECIFICATION FOR CLAROTY OT SECURITY SOLUTION

# Mfr Part #	Description	Qty	UOM
Claroty - 1 Years			
CL-XD-M-SW-S	xDome Medium (301-1500 Assets)	1	EA

DDNC-LOCAL TAXES- GOODS (PR)	Local Taxes - goods (PR)	1	EA
Hardware Appliance			
QBM1250	Dell Pro Micro Plus QBM1250 Manufacturer: Dell	29	EA
EMEA_R660XS	PowerEdge R660xs - Full Configuration Manufacturer: Dell	1	EA
DDPS-Staging Installation Services	Staging and Installation Services FP Comments: Rack & Stack Service	1	EA
DDNC-INBOUND LOGISTICS (PR)	INBOUND LOGISTICS (PR)	1	EA

## 2.4 Security and Compliance

---

- The Bidder /OEM Should ensure necessary security features are built into the proposed CLAROTY solution.
- The Bidder /OEM is responsible for remediation of cybersecurity vulnerability on software and hardware with no additional cost to Hutchison Ports Abu Qir Containers Terminals
- The Bidder /OEM is responsible for Implementation of security measures and policies in alignment with ISO, PCI-DSS, and other relevant compliance standards.
- The Bidder /OEM is responsible for Configuration of integrated security features such as encryption, access controls, and advanced threat protection.
- The Bidder /OEM Should ensure necessary compliance and security hardening as per Hutchison Ports Abu Qir Containers Terminals policies/requirements and submitting recommendations for further improvements to mitigate any possible threats, effective compliance check, better visibility and controls, etc.

## 2.5 Training and Documentation

---

- The Bidder /OEM Should Ensuring a smooth handover with detailed documentation and training provided to the Hutchison Ports Abu Qir Containers Terminals IT team.
- Installation and Configuration Documentation (documentation shall include screenshots for steps performed). Standard Operating Procedures (SOP) to be

provided for startup-shutdown of CLAROTY solution, startup-shutdown of individual host.

- The bidder/OEM shall provide detailed drawing of the installed setup after completion of the project. This will also include the printout of important configuration settings of the solution.
- The OEM should provide detailed architecture of the provided solution along Installation and Administration guide which must include High level Design (HLD) and Low-Level Design (LLD).
- CLAROTY solution diagram.
- detailed BOQ for proposed CLAROTY solution.
- separate sheet for specification/white paper of the products.

## **2.6 Project Reporting and Handover**

---

- Submission of commissioning reports detailing the deployment and configuration of the CLAROTY solution.
- Provision of a comprehensive project completion report summarizing all activities, configurations, and outcomes.

## **2.7 Maintainability and Warranty Support**

---

The scope under warranty shall cover to provide services as described below:

All delivered items Hardware and System software in this tender should be monitored and serviced in such a manner to ensure maximum uptime and performance levels. The guarantee / warranty should be of highest nature extended by the OEM on the date of participation in the Tender (Necessary documentary evidence to be submitted).

### **2.7.1 MAINTAINABILITY**

- The Bidder will have to submit an undertaking from OEM assuring the availability of requisite spare parts for hardware (if any) the maintainability period of 5 (five) years from the date of installation.
- The software & hardware quoted by bidder in this RFP should not be declared as End of Life (EOL) or End of Support (EOS) by the OEM within the 5 years of Purchase order / contract period. In the event of the supplied equipment being declared End of support/End of Life during the contract period of 5 (five) years, the bidder must replace the equipment with equipment having equivalent or higher model.

## 2.7.2 WARRANTY SUPPORT

- Original Equipment manufacturer (OEM) should have online 24 x 7 support for any hardware or software related issue. The proposed solution should have one window support solution for all the components including hardware, firmware and software used. The support should be from OEM.
- CLAROTY solution must have direct OEM, L1, L2 and L3 support, 24x7x365 days with unlimited incident support (Telephonic / Web / Email) and technical contacts / contract within 4-hour response time including the unlimited upgrades and updates during tender specific warranty period.
- Provide on-site comprehensive warranty for the supplied items - equipment / system / subsystems (hardware and system software) for a period of 3 (three) years with 24x7 x 365 remote support and maximum resolution of NBD. The hardware equipment (if any) should be guaranteed / warranted against all defects and failure and such guarantee / warranty shall include replacement of defective parts / equipment and / or repair of the same free of cost. All warranty shall be onsite. The bidder should confirm in their response that the support during warranty period would be carried out by the OEM for the respective equipment / peripheral. The bidder should also ensure that the SLA (24 x 7 x 365 support with maximum resolution time of NBD) is adhered to, and this must be articulated in the bid response as well. Warranty shall also cover the following:
  - a) Installation / re-installation / maintenance / reconfiguration of System software and other supplied software
  - b) All system patches, upgrade, service packs etc. of the OS and all other software supplied must be made available free of charge.
  - c) Support for integration and update of infrastructure / network configuration and change management of the entire solution (existing as well as that procured as scope of this tender) to meet business requirements.
  - d) Any change in the IP scheme, if required, limited to all the equipment installed at the Data Centre should be done in consultation with Hutchison Ports Abu Qir Containers Terminals IT team.
- The non-delivery of services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP.
- In case of item replacement with new one, the new item must be at least same model, and in case the replacement is higher model must be compatible with Hutchison Ports Abu Qir Containers Terminals S.A.E. environment and technically approved by Hutchison Ports Abu Qir Containers Terminals S.A.E

## 2.8 UPGRADES AND UPDATES

---

- The bidder shall be required to provide all future updates and upgrades for the proposed Solution/Appliance/hardware & software provided free of charge during the contract period. If, however, the upgrades/updates are not available then the support for the implemented Solution/ Appliance/hardware & software should be available at any point of time. The solution (software or hardware or both) provided by the successful bidder should not be declared end of sale within 3 years of sign-off of the project. If at all the solution (software or hardware or both) is declared end of sale within 3 years of sign off, the successful bidder must provide the upgraded version (software or hardware or both) free of charge, to the Hutchison Ports Abu Qir Containers Terminals.
- The solution should provide seamless upgrade for (but not limited to) Firmware, Hypervisor, Storage OS, SDS software, BIOS and other such functions which are required in the solution. All patches for the complete hardware and software solution must come from a single validated source. It should be possible to apply and upgrade all software and Hardware related firmware and patches from the same GUI that is used to manage the CLAROTY (It should not use the hardware management console for doing firmware upgrade of hardware)

## 2.9 Payment terms

---

Payment terms: 25% in advance against Non conditional LG, (LG must be issued by a bank in Egypt), 25% after delivery, 40% after final commissioning & signoff -10% retention until end of the warranty period (can be released against Bond LG)

# 3 PREPARATION OF BID

## 3.1 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence, documents relating to the Bid exchanged by the Bidder and HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E, supporting documents, and printed literature shall be written in English.

## 3.2 Documents Comprising the Bid

Each bid shall be in two parts: -

- A. Part I- Technical Proposal.
- B. Part II- Price Proposal.

The two parts should be in two separate covers, each super-scribed with the name of the Project as well as “Technical Proposal” and “Price Proposal” as the case may be.

Most provide the technical proposal in hardcopy and softcopy

*The Supplier cannot quote for the project in part.*

### 3.2.1 PART I - TECHNICAL PROPOSAL.

The technical proposal should reflect the ability of service supplier and must include the following:

- 1- Company profile with previous implemented project.
- 2- The vendor must be partner of delivered device model and certified.
- 3- The delivered solution including OS and software must pass the vulnerability security scanner and hardening based on CIS standard.
- 4- A project plane must be provided for implementation.
- 5- Solution design and architecture to be deliver and approve by HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E before project start up.
- 6- Deliver project documentation samples from previous project to HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E as guidance before starting project implementation.
- 7- A project documentation must be delivered after project completed.
- 8- The project is a turnkey solution.
- 9- Delivery and acceptance criteria for each implemented point in the project will be reviewed by HUTCHISON PORTS ABU QIR CONTAINERS TERMINALSS.A.E before start implementation.

### **3.2.2 PART II - PRICE PROPOSAL.**

- 1- Company Financial Documents
- 2- All prices should be itemized
- 3- All prices are in USD&EUR
- For only the **Bidders located in Egypt** “Payment Shall be in EGP according to central bank charges in time of payment- for the bidder outside of Egypt payment shall be in USD or EUR
- 4- Price is excluding VAT and customs fees
- 5- All items will deliver in a CIF (**including ACID Fees**)
- 6- 2025 company's budget

## **3.3 Submission of Bids**

---

- 1- **Sealing and Marking of Bids:** The Bidders shall seal the envelopes containing “Technical Bid” and “Price Bid” separately and the two envelopes shall be enclosed and sealed in an outer envelope. The Bidder should additionally submit soft copies of the Technical Specification in the form of CD.
- 2- **Deadline for Submission of Bids:** Bids must be received by HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E at the address specified, no later than the date and time specified in the Invitation to Bid.
- 3- HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E and bidders, previously subject to the deadline, will thereafter be subject to the deadline as extended.
- 4- **Clarification of Bids:** During evaluation of the Bids, HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E, at its discretion, may ask the bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

## **4 TERMS AND CONDITIONS**

## **4.1 Assignment**

---

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E's prior written consent.

## **4.2 Bidders:**

---

The qualified bidder for this tender and his sub contactors must be Partner in the scope of requested equipment.

## **4.3 Quantities**

---

Material quantities as specified are approximate and no guarantee is implied that the exact amount will be purchased.

## **4.4 Response and Resolution**

---

The response and resolution time is mentioned for each service project in scope section.

## **4.5 Prices:**

---

- a) The prices are deemed to include all costs, freight, ACID Fees and other expenses (without customs, taxes) incurred by Supplier in delivering the goods to the location as specified by Hutchison Ports Abu Qir Containers Terminals S.A.E and performing his obligations under this Agreement.
- b) The prices are fixed and shall not be subject to any variation. The supplier shall absorb the parts and labor of any missing components, if any, required to connect the items purchased by Hutchison Ports Abu Qir Containers Terminals S.A.E under this Agreement.

## **4.6 Risk, Loss or Damage**

---

HUTCHISON PORTS ABU QIR CONTAINERS TERMINALSS.A.E, unless stated the otherwise, shall not be responsible for any risk, loss or damage caused by events beyond HUTCHISON PORTS ABU QIR

CONTAINERS TERMINALSS.A.E's control, including but not limited to the goods which are in the course of delivery to HUTCHISON PORTS ABU QIR CONTAINERS TERMINALSS.A.E, whether by land, sea or air, that will include any governmental or customs regulations.

## **4.7 Delivery Time**

---

The SUPPLIER shall deliver the goods to HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E in accordance with the project schedule. In the event that SUPPLIER fails to deliver the goods on time, HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E shall have the right to cancel the order and/or claim any other form of relief or damages from supplier.

## **4.8 Acceptance by HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS**

---

All deliveries of goods shall be subject to inspection and shall not be deemed to have been accepted until HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E furnished SUPPLIER with a formal acceptance notice. The signing of the Delivery Note by HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E is not deemed to be acceptance.

## **4.9 Warranty:**

---

SUPPLIER warrants that goods delivered shall be free from defects in materials and workmanship. SUPPLIER undertakes to replace any defective parts and components and make good all defects in the goods swiftly and bears all costs including transport charges for replacing and repairing the defective goods.

## 4.10 Payment

---

Each Project will have its own Payment terms.

HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E shall assess a penalty on deliveries, which are not made in accordance with the project schedule; Penalty shall be in the amount of 1% percent of the section purchase price per week up to a maximum penalty of 20% of the purchase price.

## 4.11 Contract Terms and Conditions

---

**HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E** shall provide the supplier with all necessary documents to facilitate issuance of annual permanent gate permits for the supplier's technical support team and to be able to access sites at any time, in the event that the supplier was unable to issue a yearly permit.

**The supplier** has the responsibility of in/out transport of the spare parts needed inside the HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E locations as HUTCHISON PORTS ABU QIR CONTAINERS TERMINALS S.A.E will help the supplier to get their custody book.

**The supplier** shall not alter, modify or change any configuration on any hardware/software without a written permission from HUTCHISON PORTS ABU QIR CONTAINERS TERMINALSS.A.E.

# 5 DISCLAIMER

The information contained in this Request for Quotation (RFQ) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Hutchison Ports Abu Qir Containers Terminals S.A.E, is provided to the bidder(s) on the terms and conditions set out in this RFQ document and all other terms and conditions subject to which such information is provided.

This RFQ is neither an agreement nor an offer and is only an invitation by Hutchison Ports Abu Qir Containers Terminals S.A.E to the interested parties for submission of bids. The purpose of this RFQ is to provide the bidder(s) with information to assist the formulation of their proposals. This RFQ does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFQ and where necessary obtain independent advice. Hutchison Ports Abu Qir Containers Terminals S.A.E makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFQ. Hutchison Ports Abu Qir Containers Terminals S.A.E may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ.