

Memorandum

For your information

For your records

As requested

As discussed

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Request for Quotation

For

Structural Inspection for Quay Crane and Rubber Tire Gantry Crane

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SECTION A: GENERAL SPECIFICATIONS

1 GENERAL

Contractors are invited to submit proposal on Structural Inspection for Quay Crane and Rubber Tire Gantry Crane at Eastern Sea Laem Chabang Terminal Co.,Ltd(“ESCO”) Thailand

Contractor’s proposal shall constitute an offer by Contractor. ESCO shall be at liberty accept or not to accept all or any part of an offer by the Contractor.

Contractor shall bear all costs associated with the preparation and submission of this tender. ESCO will in no case be responsible or liable for those costs, lodging and transportation regardless of the conduct or outcome of the tendering process.

The tender prepared by Contractor, as well as all correspondence and documents relating to the tender shall be written in English language. Any printed literature furnished by the Vendors may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

At the end of tender process, ESCO shall notify the successful Contractor by issuing an Award Letter, and such document will be sent by facsimile or other electronic media and considered as formal once it is sent by ESCO. Subsequently, vendor and ESCO will enter binding purchase contract following terms and condition as in this tender document and standard as in the ESCO’s contract template as attached to this tender document, and Vendor shall follow accordingly. Any non-compliance must be summarized in the non-statement compliance at tender stage. Vendor will be disqualified if asking amendment after awarding without any non-statement compliance at tender stage.

2 SCOPE OF TENDER

Contractor shall study all requirements provided in this document. Contractor shall provide proposal Structural Inspection for Quay Crane and Rubber Tire Gantry Crane at Eastern Sea Laem Chabang Terminal Co., Ltd(“ESCO”) Thailand

The specific requirements are detailed in Section B.

3 AMENDMENTS AND REVISIONS

ESCO reserves the right to revise and set new operation systems and work processes as may be required from time to time during the Contract period when there are any major changes in the operation conditions and/or other requirement and the Contractor shall comply accordingly.

4 FEE AND PAYMENT TERMS

Contractor shall submit the price schedule in accordance with format set out in Appendix C. Contractor must quote all prices and accept payment in USD Currency

Contractor shall not charge any fee greater than amount that specified in the Contract or otherwise agreed in writing. The price, rates, fees and charges stipulated in the quotation shall exclude value added taxes and any other taxes but shall include all other costs and charges required for Contractor to perform its obligations including any ancillary cost such as travel and lodging.

Each quotation shall remain irrevocable and valid for acceptance until finalization of contract ("Lock-in period") and there shall be no change whatsoever to the quotation during the Lock-in Period without ESCO's prior written consent.

The general payment term is 30 days after completion and date of receipt of valid invoice and supporting documents.

ESCO shall be entitled to withhold payment of the value of any non-conformity with the requirements of this Contract. Subject to Contractor rectifying the non-conformance and performing its obligations in accordance with the requirements of this Contract, ESCO shall release any such withheld amounts within thirty (30) days of Contractor's confirmation that it has accepted such rectification and performance by Contractor.

All sums due to Contractor under the Contract shall also be subject to any deductions or withholding taxes, and service level enhancement as set out in Section B.7, and contributions whatsoever and penalties or interest thereof which may be required under the laws in force in Thailand.

*** End of Section A***

SECTION B: SPECIFIC REQUIREMENTS

1. SCOPE OF WORK

- 1.1 Contractor shall provide the following scope of work as detailed in **Appendix A1 (QUAY CRANE QTY 4 UNITS) and Appendix A2(RUBBER TIRE GANTRY QTY 10 UNITS)**
- 1.2 The Contractor shall deploy a team of competent, qualified and experienced personnel for carrying out the structural inspection and NDT testing.
- 1.3 Based on defects identified, Contractor will need to provide detailed recommendations on the specific rectification works required. It is expected that this will cover a significant variety of defects.
- 1.4 To provide Off-site Guidance. As part of the services, Contractor will provide guidance to ESCO's in-house engineers or appointed contractors on the interpretation and review of the written report and execution of the rectification works. This include assisting ESCO with review of the severe defects repair proposals by their vendors (if any), video-conferencing with ESCO's in-house engineers or appointed contractors to explain in detail the steps and procedures necessary to rectify the specified defects.

2. EQUIPMENT AND TOOLS

- 2.1 The Contractor shall provide all necessary personnel protective equipment for the execution of the Works under the Contract.

All detail requirements for personnel protective equipment are detailed out in **Appendix B.**

- 2.2 The Contractor shall obtain at its own cost, all necessary certifications, approvals, authorities or licences for its employee from the relevant competent authorities for the execution of the Works under the Contract.

- 2.3 The Contractor shall obtain at its own cost, all necessary certifications, approvals, licenses and authorisations of the relevant competent authorities for the provision and use of all equipment and tools for the execution of the Works under this Contract

- 2.4 ESCO will facilitate the provision of the service and will:

- Provide all necessary permits required to carry out testing at the port;
- Provide assistance / point of contact for communication and administration;
- Provide access to necessary information and records, crane structural drawings;
- Provide assistance for cleaning the areas that are heavy with dirt and removal of paint and restoring of paint after inspection where necessary. 230 VAC, single phase Power supply for charging the equipment at the crane;

- Provide safe access to the cranes to enable inspection work to be carried out;
- Provide crane operator assistance to move the trolley etc. for inspection;
- Provide local transportation to and from hotel and to the crane undergoing inspection;
- Provide cleaning chemical for cleaning the test surface and consumables for magnetic particle testing;
- Provide locally calibrated equipment for the inspection.

3. REPORTS

The Contractor shall provide the structural inspection reports for the crane inspection as awarded and as described below:

3.1 Inspection report of the work done and findings within 5 days after demobilization from the site.

4. ACCEPTANCE OF JOBS

4.1 Upon completion of Jobs, the Contractor shall ensure that all jobs are carried out properly and submit the report as set out in point 3 above, before requesting ESCO to accept the Jobs.

4.2 ESCO reserve the right to reject poor quality works and the Contractor shall make good all works duly rejected, to the satisfaction of the Superintending Officer or his appointed representatives. All additional cost incurred for re-work, additional inspections, re-inspections as a result of poor workmanship shall be borne by the Contractor.

5. COMPETENCE REQUIREMENT FOR CONTRACTOR

5.1 The contractor must be a Company limited or Public company only and is able to operate in the Kingdom of Thailand.

5.2 Minimum 2 years working experience on the same field and equipment. The bidder / tenderer shall provide the resume and experience of the inspectors on similar equipment. The team working hours are from 8 a.m. to 5 p.m. each day and five days per week. The team need to have years of experience in the field of structural inspection of the quay cranes and yard cranes.

5.3 ESCO shall reserve the right to reject any worker that does not meet the requirement of the works. The Contractor shall make arrangement to replace the Worker within 1 week of any such notification by ESCO, to the satisfaction of the Superintending Officer (SO) or his appointed representatives

6 HOUSEKEEPING

The Contractor shall maintain at all times while at the crane satisfactory housekeeping and removal of all tools and equipment from the site safely.

7. WARRANTY AND SERVICE LEVEL ENHANCEMENT

- 7.1 The Contractor hereby guarantees that (i) the Works shall be of satisfactory quality, fit in all respects for the purpose(s) intended by ESCO; (ii) it shall supply the Works to ESCO with due care and diligence and in accordance with any other guidelines as may be notified by ESCO to the Contractor from time to time; and (iii) it has, under its constitutive documents, the capacity and power to enter into the Contract with ESCO.
- 7.2 If any of the warranties in clause 5.10 are found not to have been duly complied with, the Contractor shall, at its own cost, forthwith rectify, the affected Works or where rectification cannot be effected, provide an abatement of the Contract Price.

The warranty and liquidated damages shall apply for four months from the signed Letter of Acceptance. Contractor to bear all costs involved for any rework required due to poor workmanship with no valid reasons.

8. INSURANCE

The contractor is required to have insurance covering any potential risk during carrying out the work, including risk relating to a third party (Third Party Liability Insurance).

The contractor must provide insurance coverage and insurance coverage must be under the ESCO name for the scope of work under this tender. The contractor must provide an insurance policy from an insurance company to prove that the insurance coverage, including amounts, fully covers the scope of work under this tender.

During the term of the Contract, the Contractor must obtain and maintain insurance coverage for all liabilities arising from or in connection with the Contract, including third-party liabilities and claims, as well as the risk and liability arising from or in connection with the performance of the works under the Contract. Insurance procured by the contractor must be from a reputable insurance company and considered a healthy insurance company.

The Contractor must provide ESCO with evidence of such insurance in a form requested by ESCO, which shall include a certificate of insurance and a copy of the policy documentation within 30 (thirty) calendar days following the date of signing the contract, and on an annual basis thereafter, the Contractor will provide to ESCO a copy of the policy documentation. The insurance arranged by the contractor shall include ESCO as an insured party and ensure all rights of subrogation are waived against ESCO. In respect of liability policies, they shall include a cross liability clause.

9. GENERAL SAFETY AND HEALTH REQUIREMENTS FOR CONTRACTOR

- 9.1 The Contractor shall conform to all laws or regulations relating to the safety, health and welfare of its agents, servants or sub-contractors, and as related to any work, act or operation performed or about to be performed by them, including without limitation, the Occupational Safety, Health and Environment Act B.E. 2554 (2011). and its regulations, and any safety rules and safe work practices issued by ESCO from time to time.
- 9.2 If ESCO shall request any assistance or co-operation in any form from the Contractor for matters relating to ESCO's compliance with any applicable laws and regulations, including without limitation, the Occupational Safety, Health and Environment Act B.E. 2554 (2011). and its regulations, the Contractor shall render such assistance and co-operation fully and expeditiously
- 9.3 Without prejudice to clause 9.19.1, where the Contractor assesses any ambiguity in its role and responsibility in the compliance with any laws, rules or regulations relating to the safety, health and welfare of its agents, servants or sub-contractors, it shall be the Contractor's responsibility to consult ESCO and ESCO shall decide in good faith the Contractor's role or responsibility.
- 9.4 The Contractor shall not permit its agents, servants or sub-contractors to do anything not in accordance with the generally accepted principles of sound and safe practice.
- 9.5 The Contractor shall ensure a safe environment at the Works on the site at all times. All safety provisions shall be properly maintained and shall not be removed. The Contractor shall ensure that necessary and sufficient precautions are taken by its agent, servants or sub-contractors when safety provisions are installed. The Contractor shall not allow any of the safety provision to be used, unless they have satisfied themselves that such provision is safe.
- 9.6 The Contractor shall also ensure that is equipped with and provides the necessary tools for safe access of the cranes including when working at height. Any additional requirements required for work at height compliance and safety requirement shall be included as part of the Contractor's role and responsibility,
- 9.7 Without prejudice to the generality of the foregoing, the Contractor shall:
- 9.7.1 adhere to all guidelines, Codes of Practice (CP) and Standards (SS) issued by the relevant competent authorities insofar as they are applicable to the Works;
 - 9.7.2 provide its current and past HSSE performance. The Contractor is also required to have a documented process, including procedures and instructions including relevant HSSE Management System Certification
 - 9.7.3 provide evidence of its training program that supports the HSSE management system, process for Risk Assessment and Safe Work Procedures
 - 9.7.4 must have a fitness to work process to ensure all workers are fit for work

- 9.7.5 conduct risk assessment so as to identify safety and health hazards associated with the Works, assessing the level of risks involved and prioritizing measures to control the hazards and reduce the risks; and the Contractor shall, at all times during the execution of the Works, implement the measures recommended in the risk assessment and in respect of any risk that cannot be eliminated, implement safe work procedures to minimize the risk at all times. The Contractor shall also provide ESCO with copies of such risk assessment and/or safe work procedure and ensure that such risk assessment and/or safe work procedure are effectively communicated to the Contractor's agents, servants or sub-contractors before the commencement of any Works; and
- 9.7.6 comply with such other safety requirements of the relevant competent authorities or its representative and if the Contractor shall receive notice of any unsafe practice, the Contractor must cease work and rectify the situation to his satisfaction at his own cost;
- 9.8 The Contractor is deemed to have included all costs for compliance with all health and safety provisions or requirements in the Contract Price.
- 9.9 The Contractor shall not assign, sub-contract or transfer his benefits, interests or obligations in or under this Contract or any part thereof without the prior consent in writing of ESCO..

10. LIABILITY

- 10.1 The Contractor shall be fully responsible for all injuries (fatal or otherwise) and all losses or damages to properties, ESCO property caused by the acts defaults, omissions or negligence of the Contractor, their servants, agents or sub-contractors. ESCO shall be exempted from all liabilities for any loss, injury and/or damage arising from the Contractor's performance of the obligations under the Contract and the Contractor shall indemnify save and defend and keep ESCO fully indemnified from and against all penalties, costs, expenses, claims, demands and proceedings which may be made against ESCO or which ESCO may incur by reason of or for anything in any way connected with this Contract.
- 10.2 ESCO shall not be responsible for any loss, damage, injury (fatal or otherwise) or for any consequential or indirect loss arising from, caused by or in any way connected with the Contractor's performance of their obligations under the Contract and the Contractor shall indemnify defend and save ESCO harmless in all respects of liabilities relating thereto.
- 10.3 The Contractor, their servants or agents and property belonging to them enter or are on ESCO's premises at their own risks. ESCO shall under no circumstances whatsoever be liable to the Contractor, their servants, agents or sub-contractors for injuries suffered by them (fatal or otherwise) or any loss or damage to their properties whether or not arising directly or indirectly from the acts, omissions, defaults, negligence of ESCO their servants or agents and the Contractor shall indemnify, defend and save ESCO harmless from and against all demands claims, action, proceedings in respect hereof.

11. INDEMNITY

11.1 ESCO shall not be liable to anyone for any injury fatal or otherwise or for damage to any property caused by the Contractor or their subcontractors or the employees or agents of the Contractor or their subcontractors arising from or in any way connected with the performance of the Contract and the Contractor must indemnify and save ESCO harmless at all times from any claim demand costs proceeding or action in respect thereof.

11.2 The Contractor shall indemnify and save ESCO harmless from and against all claims, proceedings, damages, costs and expenses which may be brought or made against ESCO by reason of any breach by the Contractor of any terms and conditions of this Contract.

APPENDIX B - COMPANY SAFETY STANDARDS AND PPE REQUIREMENTS FOR CONTRACTORS EMPLOYEE

AS

PPE
All PPE refers to main SNI or International standards such as ANSI, ASTM, NFPA and EN.
Head Protection - Comply with ANSI Z 89.1 2014 or ANSI/ISEA Z98.1-2009 or Z94.1-2005 or EN 397:2012 or TIS or other international standards. - Provided with chinstrap and fast-track - Material: HDPE or ABS or PE
Eye Protection - Comply with ANSI/ISEA Z87.1-2010 or EN 166:2002 or AS/NZS 1337 or TIS or other international standards - Clear lenses - Anti-scratch hard coating
Ear protection - Comply with Z94.2-2002 or ANSI S12.6 or AS/NZS 1270:2002 or EN 352-2 or TIS or other international standards - Ear plugs (Safe foam made, with cord, no roll down required, one size fits all, reusable, reduction ratings 29dB or more) - Ear muffs (Cap attachable earmuff, 25mm posts allow fitting to most safety caps, the earmuff with an easy off the ear parking position, reduction ratings 30dB or more)
Hand protection 1. Electrical glove: - Comply with EN 60903:2003 or ASTM D120-02a:2006 or TIS or other international standards - Application electrical maintenance - Washable

PPE
- Able to protect up to 500V
Protection footwear: - Comply with SNI 12-7079-2005 ASTM F 2412/F 2413 or EN ISO 20345:2004 or TIS or other international standards - 6-8" lace-up or pull-on boots for ankle protection - Prefer no laces - Waterproof leather - Cushioned outsoles/foot beds for comfort on concrete - Slip-resistant outsoles with shanks for support on ladders. - Puncture resistant outsole - Antistatic insole board - Scuff cap for toe bumper protection - Provided with at least 2 years validity - Steel midsole - Resistant with chemical.
Protective apparels (Coverall) - Comply with NFPA 2112 or ASTM D3806-98 (2011) or EN ISO 11612 or NFPA 70E or TIS or other international standards - Textile material composition either cotton or nomex or kevlar aramid or fiber - Machine washable - Low heat conductivity - Scotch-lite Reflective strip on: shoulders, waist, hands and knees - Name of each staffs/workers embroidery direct on the chest area - Separated between shirt and trouser
Rain coats with lining - Comply with SNI 12-1539-1989 or SNI 08-0278-1989 ASTM D7017 - 14 or AS/NZS 4602.1:2011 or TIS or other international standards - Textile can be from PVC or rubber - With retro reflective strip - Two pieces model
Fall arrestor (Full body harness) - Comply with EN-361, ANSI Z359.1-2007, A10.32, CSA Z259.10-M90 classes A, P, OSHA 1910.66, 1926.502 or TIS or other international standards - Webbing Material: polyester - Hardware Material: zinc plated or alloy steel - Tensile Strength: 6000 lbs - Weight Capacity: 400 lbs - Equipped with ring on the: back, front and side

PPE
- Equipped with chest strap buckles quick connect - Equipped with sub pelvic strap
Life jacket. - Comply with SNI 10-1774-1990 or SNI ISO 12402-2:2011 or USCG approved type III or TIS or other international standards - Material: Nylon or Cardura - Colour: Orange - High quality zipper or buckle - SOLAS-grade reflective strips on the front and back improve visibility - Two adjustable belts for secure and comfortable fit

SAFETY STANDARD REQUIREMENT

- The contractor must have safety policy statement signed by the contractor operation manager
- The contractor company must show past and current HSSE performance.
- The contractor company must have a documented process, including procedures and work instructions, or an HSSE-MS, which shows that the contractor can manage the HSSE risk.
- The contractor company must have a competence assurance process for its personnel and assure they are competent.
- The contractor company must show its training program supports the management ,Risk Assessment (RA) and Safe Work Procedures (SWP) (mandatory).
- The contractor company must have a fitness to work process for its personnel and assure they are fit to work.
- Tools or equipment that the contractor company plans to use must be suitable for the job and safe to use.
- Before the contractor company awards a subcontract, check that the contractor has assessed the subcontractor's ability to meet requirements to above

APPENDIX C - SCHEDULE OF QUOTATION, SUBMISSION CRITERIA AND ESCO CONTACT

No.	Description	Price	Remark
1			

SUBMISSION CRITERIA

- The Contractor shall submit the quotation via email to kelvin@esco.co.th ,
chanchai@esco.co.th and thanawat@esco.co.th within October 19,2022

ESCO CONTACT PERSON

Mr.Kelvin Lim Email : kelvin@esco.co.th

Mr.Chanchai Chanchang : chanchai@esco.co.th

Mr.Thanawat Supachokjindwat Email : thanawat@esco.co.th

APPENDIX D – CONTRACTOR INSURANCE**List of Contractor Available Insurance**

Insurance Description	Insurance Premium Amount	Coverage Amount

Best Regards,

EASTERN SEA LAEM CHABANG TERMINAL CO., LTD.

Tel: +66 (0) 3300-5678

"Adding value to every container we move"

<http://www.esco.co.th>