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TENDER NO. TLCB-02-2022

TENDER DOCUMENT FOR HIRING AD-HOC TRUCK

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SECTION A: GENERAL SPECIFICATIONS

1 GENERAL

The Contractors are invited to submit a proposal for the hiring of an Ad-Hoc Truck with driver and the Contractor must have a land transportation license and the driver must have a truck license or another license if any.

The contractor's proposal shall constitute an offer by the contractor. ESCO has the right to accept or reject the contractor's offer in whole or in part.

The contractor shall bear all costs associated with the preparation and submission of this tender. No matter how the bid process goes or what the results are, ESCO will never be responsible or liable for those costs.

The tender prepared by the contractor, as well as all correspondence and documents relating to the tender, shall be written in English. 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 the tender process, ESCO shall notify the successful contractor by issuing an Award Letter, and such document will be sent by facsimile or other electronic mail and considered as formal once it is sent by ESCO. Subsequently, the vendor and ESCO will enter a binding purchase contract following the terms and conditions as in this tender document and standard as in the ESCO's contract template as attached to this tender document, and the vendor shall follow accordingly. Any non-compliance must be summarized in the non-statement of compliance at the tender stage. A vendor will be disqualified if they ask for an amendment after awarding without any non-statement compliance at the tender stage.

2 SCOPE OF TENDER

The contractor shall study all the requirements provided in this document. The Contractor must provide a proposal for hiring an ad hoc truck.
Section B describes the specific requirements.

The contract period is 2 years. The contractor must quote pricing for the 2-year period and clearly state

3 AMENDMENTS AND REVISIONS

When there are any major changes in the operation conditions and/or other requirements, 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, and the Contractor shall comply accordingly.

4 ADDITIONAL CONSIDERATIONS

The contractor is encouraged to propose any additional value-added features, and/or any cost-saving alternatives, in addition to the scope and requirements mentioned in this tender document.

The costs and benefits of these additional features or cost-savings will be evaluated together with the proposal.

5 FEE AND PAYMENT TERMS

The contractor shall submit the price schedule in accordance with the format set out in Appendix B. The contractor must quote all prices and accept payment in Thai baht currency.

The contractor shall not charge any fee greater than the amount that is 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 the contractor to perform its obligations.

Each quotation shall remain irrevocable and valid for acceptance until finalization of the 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.

Subject to the Contractor's performance of all its obligations under the Contract, billing shall be made by the Contractor to ESCO monthly after the complete delivery of services set out in this tender document in the respective month and supported by the signed customer acceptance and other supporting documents as may be required from time to time. The general payment term is 30 days after the complete and valid invoice and supporting documents are received.

ESCO shall be entitled to withhold payment of the value of any non-conformity with the requirements of this contract. Subject to the 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 the contractor's confirmation that it has accepted such rectification and performance by the contractor.

All sums due to the contractor under the contract are subject to any deductions or withholding taxes, service level enhancement as specified in Section B.7, and any contributions, penalties, or interest that may be required under Thai law.

The contractor shall provide a bank guarantee that requires 5% of the contract amount and be covered for another 6 months after the contract expires.

6 DOCUMENTS TO BE SUBMITTED FOR EVALUATION

For evaluation, the contractor shall submit 2 complete sets of proposals containing details and adequate information with the following minimum information:

A. Technical Proposal

No.	Category	Detail Requirement
1.	General & Technical	- Proposed timeline for hiring manpower and skill development (e.g. training activities, etc.). - Proposed training matrix and implementation date. - Proposed list of Personal Protective Equipment (PPE) and safety equipment to be used by the Technicians which must comply with Appendix A. - Working Risk Assessment (RA) & Safe Work Procedures (SWP) (mandatory). - The Contractor is to provide the following information pertaining to its organization. Please note that this list is by no means exhaustive, more information can be included as appropriate: - Brief description of company profile. - List of local and overseas clients and any achievement/track records in similar project (including with local depots). Tenderer to provide the related supporting evidence, including the contact person for the counterpart as the references (minimum 5). - Number of years in the related business (minimum 2 years). - Occupational health and safety statistic for last 2 years - Land transportation license and truck license
2.	Manpower Regulation	- Company affidavit, Tax certificate and Company profile. - Compulsory Manpower Report according to Law - Contractor is to submit minimum 3 samples of the Employment with Definite Term Agreement which already registered at Manpower Office, which shall include following: - Commencement date of the employment. - Appointment – Job title and scope. - Working days, hours of work, overtime expected. - Salary and allowance; and Annual leave. Contractor's service contract with its workers must follow Thailand manpower regulation and Thai law, such as (Regional Minimum Wages), (Health Insurance)
3.	Non-Compliance	Statement of non-compliance as set out in Appendix C

B. Schedule of Quotation as set out in Appendix B.

*** End of Section A***

SECTION B: SPECIFIC REQUIREMENTS**1. SCOPE OF WORK**

1.1 The contractor shall provide the following scope of work:

- The contractor shall provide trucks with driver to support Ship/Barge at both CY and CYS.
- The contractor shall provide the proper certified driver and fuel consumption for truck.
- The contractor shall prompt to support both truck with chassis and without chassis when ESCO require.
- The Truck condition shall be in a good state.
- The contractor shall provide Walkie-Talkie for each truck
- The contractor shall provide 1 Foreman to control overall duty to Co-ordinate with ESCO when work.
- The contractor shall provide driver for 2 shift (24 hours).

2. EQUIPMENT AND TOOLS

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

All the detailed requirements for personal protective equipment are detailed out in **Appendix A.**

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

2.3 The Contractor shall ensure that all tools and equipment for the execution of the Works under the Contract shall be properly maintained and in good working condition to ensure safe execution of the Works.

3. REPORTS

The Contractor shall compile and maintain daily and monthly report as described below:

- 3.1 Job Completion Report (daily) If any
- 3.2 Report for Performance (monthly) If any

This monthly report shows the types of work carried out; value of work issued; improvements made to rectify shortcoming; improvements that need to be made on identified shortcoming, warranty issues; action taken on safety issues; monthly staff roster (weekly update if there are changes); manpower changes; and training to upgrade the skills of staff. This report shall be submitted on the 10th of every month. The format of this report shall be proposed to ESCO for acceptance.

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 because of poor workmanship shall be borne by the Contractor.

5. COMPETENCE REQUIREMENT FOR CONTRACTOR

- 5.1 The contractor must be Company limited or public company only
- 5.2 Minimum 2 years working experience on the same field.
- 5.3 ESCO shall reserve the right to reject any driver who does not meet the requirement of the works. The contractor shall plan to immediate replace the driver of any such notification by ESCO, to the satisfaction of the Superintending Officer (SO) or his appointed representatives.

6. HOUSEKEEPING

- 6.1 The contractor shall keep the areas allocated to them (which includes, resting areas, toilets, shower rooms and offices) clean and tidy at all times.
- 6.2 On completion of the works, all waste materials, hazardous waste and parts shall be removed and disposed by the Contractor. Where all cost incur on this section will be borne by the contractor.
- 6.3 The contractor shall ensure a high standard of housekeeping and cleanliness is maintained at the workplace. It is expected that the place of work must be tidied upon the completion of each job, and repair debris be collected and removed. Otherwise, ESCO may engage the services of a cleaning contractor at a cost to be borne by the contractor.

7. 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 of at least 5 million 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.

8. DOCUMENT TO BE SUBMITTED AFTER AWARD

After award Contractor must submit following details.

- Required document to submit, Company affidavit, Tax certificate and Company profile.

APPENDIX A - STANDARD PPE AND SAFETY EQUIPMENT FOR CONTRACTOR EMPLOYEE

PPE
All PPE refers to main SNI or International standards such as ANSI, ASTM, NFPA, TIS 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 sits 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 Electrical glove: - Comply with EN 60903:2003 or ASTM D120-02a:2006 or TIS or other international standards - Application electrical maintenance - Washable - 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

PPE
- 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 - 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 B- SCHEDULE OF QUOTATION, SUBMISSION CRITERIA AND ESCO CONTACT

QUOTATION (The price per box)

Truck with chassis				Truck without chassis			
Vessel-CY		Vessel-CYS/SRTO		Vessel-CY		Vessel-CYS/SRTO	
20'	40'/45'	20'	40'/45'	20'	40'/45'	20'	40'/45'

SUBMISSION CRITERIA

- Tender quotations must be submitted by email to tender@esco.co.th.
- The tenderer shall submit the tender quotation on Nov 9,2022 before 17:00 (Bangkok,Thailand Time) EASTERN SEA LAEM CHABANG TERMINAL COMPANY will not accept late tender submissions.

ESCO CONTACT PERSON

Mrs.Mantana Geatsak Email : mantana@esco.co.th
 Mrs.Sasawan Inthawong Email : sasawan@esco.co.th
 Mr.Thanawat Supachokjindawat Email: thanawat@esco.co.th

APPENDIX C - STATEMENT OF NON-COMPLIANCE

LIST OF NON-COMPLIANCE

Contractor is to state specifically in the following Tables if there are any non-compliance to the Bidding Specifications and Requirements, and Terms and Conditions of Contract. The reasons for the non-compliance and any alternative proposal shall also be stated. If there is no non-compliance, the Contractor shall state "NO NON-COMPLIANCE" in the respective tables.

If specific non-compliance exceptions are not described, ESCO will assume that the Contractor intends to meet the bidding specification fully. Any discrepancies found at the site subsequently, shall be rectified or replaced by the Contractor at his own expense, to fully meet the bidding specifications

List of non-compliance to the Bidding Specifications and Requirements, including Terms and Conditions.

State Paragraph No. of Bidding Specifications of Items of Non-Compliance	ESCO Requirements	Reasons for Non-Compliance and Alternative Proposals

APPENDIX D – CONTRACTOR INSURANCE

List of Contractors' Available Insurance (The insurance must cover at least 5 million).

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>