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TENDER NO. TLCB-03-2022

TENDER DOCUMENT FOR STEVEDORE OF SHIP OPERATION AND EMPTY CONTAINER INSPECTION

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SECTION A: GENERAL SPECIFICATIONS

1 GENERAL

The Contractors are invited to submit a proposal for the hiring of STEVEDORE OF SHIP OPERATION AND EMPTY CONTAINER INSPECTION.

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 into 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

Contractor shall study all requirements provided in this document. Stevedore of Ship operation, and Empty Container inspection

The specific requirements are detailed in *Section B*.

Contract period is 2 (Two) years period. Contractor shall quote the pricing for 2 (Two) years period and shall state clearly.

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 on a monthly basis 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.

Any money which ESCO may be liable at law to pay or in its absolute discretion pays to any of the Workers and/or any other persons by reason of the Contractor's refusal or inability to pay such moneys to such Workers and/or persons shall be deducted from payment due to the Contractor or its related company whether in the Contract or from any other contract that ESCO may have with the Contractor or its related company and, if the aggregate amount paid by ESCO exceeds the aggregate amount due to the Contractor or its related company as provided in the foregoing, the balance shall be a debt due by the Contractor to ESCO and may be recovered by ESCO by action at law.

6 PERFORMANCE BOND

A performance bond by way of a banker's guarantee issued by a reputable bank or by way of an insurance bond issued by a reputable insurance company acceptable to ESCO in the sum of five per cent (5%) of the estimated annual Contract Sum, payable immediately on demand and in the form specified by ESCO shall be given to ESCO by the Contractor on or before the date of contract commencement in respect of all the Contractor's liabilities under the Contract and for the due performance by the Contractor of all its obligations under and in relation to the Contract.

The performance bond shall be effective from the commencement date of the Contract and shall continue to be in force for the duration of the Contract including any extension of the term of the Contract plus a further period of six (6) months the end of which shall be referred to as the expiry of the performance bond and claims by ESCO may be made at any time not later than three (3) months from the said expiry.

The performance bond shall be issued by a bank or insurance company duly registered to undertake banking or insurance services which shall be acceptable to ESCO.

In the event that the Contractor does not provide to ESCO the required performance bond within the time stipulated above, ESCO may withhold any payment from this Contract or any other continuing contract with the Contractor (free of interest) (up to the required value of the performance bond) due to the Contractor until such time when the Contractor provides the satisfactory performance bond to ESCO.

If the sum deducted by ESCO from the performance bond is found by ESCO to be greater than the amount of loss or damage actually sustained by ESCO, ESCO shall pay the balance

(free of interest) to the Contractor, the bank or insurer which issued the performance bond, as the case may be, and, upon such payment, the Contractor shall absolve and indemnify ESCO from and against any liability in connection with such deduction.

7 DOCUMENTS TO BE SUBMITTED FOR EVALUATION

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

details and adequate information with 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
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 be in compliance with Thailand manpower regulation and Thai law, such as (Regional Minimum Wages), (Health Insurance) - The contractor shall provide at least one Safety

No.	Category	Detail Requirement
		Officer to perform safety duties during operation.
3.	Non-Compliance	Statement of non-compliance as set out in Appendix C

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

*** End of Section A***

SECTION B: SPECIFIC REQUIREMENTS

1. SCOPE OF WORK

Contractor shall provide the following scope of work:

1.1 Vessel Stevedoring

1.1.1. Lashing/Unlashing workers

- 15 minutes before ships arrival, all workers should be present the wharf side and Forman are required to brief all work to their worker
- The contractor shall do lashing work immediately after container loaded.
- All on-board lashing will be completed within 15 minutes prior to ship's sailing time.
- The contractor shall provide the lashing tools and equipment and is always to maintain the condition of tools and equipment to be ready for use.

1.1.2. On-Board Checker (Inbound container)

- Check unlashing work before crane start lifting
- Check hatch position and ensure safety before lifting
- Check that the hatch is un-locked before lifting the hatch
- Pre brief a discharging position to a crane operator
- Tally the container number and size with the list provided and to report any discrepancies.
- Inspect container condition and report to the terminal personnel. In case of reefer containers, inspection shall include plugs, cables, cross member, reefer engines, compressor etc.
- Co-ordinate with ship duty officer/reefer agent for reefer unplugging and ensure that the readiness of reefer plug/cable before discharging
- Ensure safety operation of stevedore workers with crane operator
- Contact CR for any troubles/accidents.

1.1.3. On-Board Checker (Outbound container)

- Pre-brief a loading position to the crane operator.
- Check hatch position and ensure safety before lifting.
- Ensure the correct position of loading container.
- Check the container number, location and size and it is correct.
- Ensure to close hatch covers without damage to containers.
- Co-ordinate with ship duty officer for the reefer plug position on-board

- Check the completion of lashing work.
- Ensure safety during operation of stevedore workers, and crane operator
- Contact with CR for any troubles/accidents.

1.1.4. Insert – Release twist-lock

- Insert twist-lock to containers in accordance with Bay plan.
- Release twist-lock and store it in the gearbox provided by the vessel.
- Ensure that the cart that keeps twist-lock is parking at given safety area.
- When unusable twist-lock is found, the contractor must store them in proper store place and report to Safety team.
- Contact with CR for any troubles/accidents.

1.2 Empty container Inspector

- The contractor shall check and inspect container condition and classify the container into grade according to cargo worthy basis, damage, and dirty conditions.
- Report the inspected and separated containers to ESCO on daily basis as specified in a form designed by ESCO
- Before container gate-out, the contractor shall sweep containers and check all container conditions to ensure the tidiness. Re-check the container classifies before releasing to customer base on the cargo worthy condition.

1.3 Support BB cargo

- The contractor shall provide worker for break-bulk (BB) cargo during operation.

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 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 (If Any)

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 works carried out, value of work issued, improvement made to rectify shortcoming, improvement need to be made on identified shortcoming, warranty issue, action taken on safety issue, monthly staff roster (weekly update if there are changes), manpower changes & training to

upgrade skill of staff. This report shall be submitted on the 10th of every month. Contractor shall propose the format of this report 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 as a result 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 (Two) years working experience on the same field;
- 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
- 5.4 The Contractor must follow Thai labor law and other applicable laws.
- 5.5 The Contractor is required to pay the contractor worker at least the Thai government's minimum wage. If there is a wage increase due to government policy, the contractor will be responsible for the costs.

6. HOUSEKEEPING

- 6.1 . The contractor shall provide the rest area for contractor staff and resting area shall be agreed and accepted by ESCO. And the contractor shall clean and keep the rest area 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 to be collected and removed. Otherwise, ESCO may engage the service of a cleaning contractor at a cost to be borne by the Contractor

7. LIABILITY / INDEMNITY / INSURANCE

- a. The Contractor shall be fully liable to ESCO for all injuries (fatal or otherwise) and loss or damage to property arising from or in connection with the Contract whether or not suffered by ESCO, its servants or agents, or the Contractor its servants or agents or any other person and whether or not caused by any act, default, omission or negligence of ESCO its servants or agents and the Contractor shall fully indemnify defend and hold

ESCO harmless from and against all claims, demands, actions, proceedings, costs (including solicitor's costs) and expenses in respect of the same.

- b. The Contractor, its 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 or agents for injuries suffered by them (fatal or otherwise) or damage caused 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 to defend and save ESCO harmless from and against all claims, demands, action, proceedings, costs and expenses in connection thereof
- c. For the avoidance of doubt:
 - i. notwithstanding that ESCO may have overall supervision of operations generally in the ESCO Terminal and ESCO's premises or may have given instructions to the Contractor's servants or agents in the absence of such instructions by the Contractor, ESCO shall not be responsible for the acts, defaults or omissions of the Contractor's servants or agents or for the manner in which the Services are provided and such supervision or instructions shall not take such servants or agents out of the control of the Contractor; and
 - ii. the Contractor shall be deemed to be the only employer of the Workers and ESCO shall be exempted from all liabilities in respect of any injury (fatal or otherwise) caused to any Worker and the Contractor shall fully indemnify defend and hold ESCO harmless from and against all claims, demands, actions, proceedings, costs (including solicitor's costs) and expenses arising out of or in connection with the same
- d. Without prejudice to the other provisions in the Contract, in the event of any loss or damage to ESCO's property whether or not caused by the negligence or default of the Contractor, its servants or agents or by any other means while under the charge of the Contractor for the execution of the Services, ESCO shall have the option of (a) making good or replacing such property on its own but at the cost of the Contractor, or (b) directing that such property be made good or replaced promptly by and at the sole cost of the Contractor and to the satisfaction of ESCO. All other incidental costs involved in connection with the aforesaid damage or loss shall be borne by the Contractor.
- e. Without prejudice to any of its liabilities under the Contract, the Contractor shall, on or before the commencement of the Contract, and for so long as the Contract shall remain in force, insure itself fully with a reputable insurer approved by ESCO against all risks and liabilities relating to the operations and the provision of the Services under the Contract and, without affecting the generality of this clause, the Contractor shall submit to ESCO, by the date stipulated in the Letter of Acceptance, a Public Liability Policy and Work Injury Compensation Insurance Policy which shall be in the joint names and for the joint benefit of ESCO and the Contractor containing the following provisions :

- i. Public Liability Policy

- 1. Limits of Indemnity) not less than THB5,000,000 per
accident) Unlimited for the period
of Indemnity

- 2. The following endorsements:

Endorsement 'A' – Injury to Persons

It is expressly understood and agreed that the Insurers shall indemnify and keep indemnified the Contractor and ESCO for any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of any personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the Services.

Endorsement 'B' – Damage to Property

It is expressly understood and agreed that the Insurers shall indemnify and keep indemnified the Contractor and ESCO for any liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the execution of the Services.

Endorsement 'C' – Cross Liability Clause

Each of the parties comprising the Insured shall for the purpose of this Policy be considered as a separate and distinct unit and the words "the Insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties and the Insurers hereby agreed to waive all rights to subrogation or action which they may have acquired against any of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder provided nevertheless that nothing in the Clause shall be deemed to increase the Limits of Indemnity in respect of any one occurrence or series of occurrences as stated in the Schedule.

Endorsement 'D' – Fire, Explosion and Flood

It is hereby declared and agreed that the policy is extended to cover the Insured's legal liability in respect of injury or damage caused by in connection with or arising from Fire, Explosion and Flood.

Endorsement 'E' – Damage to Vessel

It is hereby declared and agreed that the policy is extended to cover the Insured's legal liability for loss of or damage to vessels or equipment or other property onboard.

Endorsement 'F' – Loading and Unloading of Vehicles

It is hereby declared and agreed that the policy is extended to cover the Insured's legal liability in respect of bodily injury loss or damage in connection with the loading or unloading of any vehicle or trailer.

Endorsement 'G' – Claim Condition

The Insurer will appoint a lawyer mutually agreed to by ESCO and the Insurer to defend any claim made against ESCO and payable under the policy. As and when requested by ESCO, such lawyer will expeditiously provide ESCO with his/her written opinion on the strengths and weaknesses of the defence and/or updates of any legal proceedings and/or settlement negotiations.

Endorsement 'H' Policy Deductibles

It is hereby declared and agreed that all deductibles under the policy are to be borne by the Contractor only.

3. To delete the following clauses under the Exception Clause:

Liability in respect of injury to or illness of any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support.

Liability in respect of injury illness loss or damage caused by or in connection with or arising from any lift elevator escalator hoist or crane owned or used by the Insured or for the maintenance of which the insured is responsible.

Liability in respect of loss of or damage to property:

- (a) belonging to the Insured
 - (b) in the charge or under the control of the Insured or any servant or agent of the Insured
 - (c) being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work.
4. To amend the notice of cancellation by either the insurer or the insured to 30 days.

5. To amend the following clause under the Exception Clause:

The indemnity expressed in the policy shall not apply to liability assumed by the insured by agreement and which would not have attached in the absence of such agreement other than liability assumed by the insured under the contract for which the policy is taken.

6. To include the following :

"It is hereby noted and agreed that the insurer will notify ESCO should there be policy cancellation or change to the insurance coverage."

- f. If the Contractor shall fail to obtain and produce the insurance policies required under this clause to ESCO by the date stipulated in the Letter of Acceptance and maintain such policies from the commencement of the Contract and furnish ESCO with written evidence (e.g. premium receipt) of the same upon request, no work shall commence without the submission of the insurance policies. ESCO may also withhold payment of any sums due to the Contractor and/or terminate the Contract forthwith by notice in writing to the Contractor.
- g. The Contractor is required to seek ESCO's consent and approval prior to making any change to the insurance policy.

8 SUPPLY OF WORKERS

- 8.1 The Contractor must ensure that its Workers provided under the Contract do not at any time during the term of the Contract engage in:
- (a) any work that is outside the scope of duties assigned or outside the working hours as stipulated by the Contractor for the purposes of the Contract;
 - (b) any work apart from work relating to the Contract; and or
 - (c) any work assigned by any other organization or individual.
- 8.2 The Contractor shall ensure that its Workers are properly trained and qualified and where necessary, properly licensed to use the equipment and tools for the execution of the Services and to carry out the Services.
- 8.3 The Contractor must have written employment contracts with its Workers with terms and conditions which are consistent with the provisions of the prevailing applicable laws.
- 8.4 Notwithstanding any provision to the contrary and ESCO's right and authority to supervise operations generally within ESCO's premises if required (including the right to direct or instruct the Contractor's servants or agents where necessary in the interests of safety and security), the servants or agents of the Contractor shall not be deemed to be ESCO's servants or agents and the Contractor shall indemnify and save ESCO harmless in respect of all injuries (fatal or otherwise) loss or damage to properties (howsoever caused) suffered by them or caused by them in the execution of the Services. For the avoidance of doubt, the presence of and assistance provided by ESCO's employees at the site of the Services shall not be taken as supervision of the Services.

9. DOCUMENT TO BE SUBMITTED AFTER AWARD

After award Contractor must submit following details.

- Required document to submit, Company affidavit, Tax certificate and Company profile.
- 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).
- Health checkup report and medical certificate for all worker of the contractor. The minimum requires program for health checkup are Illicit drug test, chronic alcoholism, General Physical Examination (PE), Industrial eye examination, Lung function test, Audiometry
- Certificate of Safety Officer, Safety Officer appointment and related document to register with government.

*** End of Section B***

SECTION C: OTHER TERMS AND CONDITIONS

1 ESTIMATED CONTRACT SUM

- 1.1 Any estimate of the Contract Sum provided by ESCO or any other information provided by ESCO which may be used as the basis for such estimate, shall only be an estimate which is provided only to facilitate the Contractor's own evaluation of and preparations for the Contract and its implications, bearing in mind various factors including the Contractor's own considerations. Such estimate is not intended and shall not be construed as any forecast, representation or warranty by ESCO as to the value of the Contract or any representation or indication of the amount of losses and damages (if any) suffered by the Contractor in respect of the Contract nor be used by the Contractor in any way to make demands or claims or start actions or proceedings against ESCO.
- 1.2 Notwithstanding anything to the contrary elsewhere contained in the Contract hereof, ESCO reserves the right to terminate the Contract forthwith in the event that it is of the view that the estimated total contract sum awarded to the Contractor has been expended by ESCO.

2 LIQUIDATED DAMAGES

The Contractor shall immediately pay to ESCO liquidated damages as set out for any non-performance or late performance of this Contract as stipulated in Appendix F..

3 MAKING GOOD / REPLACEMENT OF SERVICES

If ESCO shall determine that any of the Services rendered by the Contractor shall be unsatisfactory in any manner, ESCO may inform the Contractor in writing and the Contractor shall at its own expense and risk make good or replace any such Services within such time granted by ESCO, failing which ESCO may make good such Services or engage other contractors to make good such Services at the Contractor's expense and risk.

4 FORCE MAJEURE

- 4.1 Without prejudice to Clause 9, if there shall be any delay in the provision of the Services which in ESCO's opinion is due to any event not within the reasonable control of the Contractor which prevents or delays the Contractor's performance or observance of its obligations under the Contract, including any act of God, war, hostilities, invasion, act of foreign enemies, rebellion, revolution or civil war, the Contractor shall be relieved of its obligations under the Contract only to the extent and for the duration of such event save that the provisions of the Contract shall remain in full force in respect of any obligations or Services not affected by such event.

If there shall be any event as described in clause 17(a) and in the opinion of ESCO, such event would materially affect the fulfillment of the Contract, any question respecting the continuance, suspension or termination of the Contract shall be settled by mutual agreement between ESCO and the Contractor or failing such agreement shall be settled by arbitration in accordance with the terms of the Contract.

5 RELATIONSHIP

For the avoidance of doubt, the Contractor (including its servants, agents and contractors) is acting as an independent contractor and not as a servant, partner, agent or employee of ESCO.

6 NOTICE GARNISHMENT

The Contractor shall not cause permit or suffer to be issued in satisfaction of any decree, judgment or order or other proceedings made or to be made against the Contractor, any notice of garnishment binding any property of the Contractor which is on ESCO's premises or in the possession of ESCO or any sum payable or to be paid by ESCO to the Contractor pursuant to the Contract.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 All intellectual property rights, including patents, copyrights, trademarks, service marks, trade secrets and all other proprietary rights whatever in or related or ancillary to any information, designs or document, article, process or invention or any other thing provided by ESCO to the Contractor, its servants or agents in connection with the Contract shall remain vested in and be the absolute property of ESCO at all times, and ESCO shall be entitled to effect and be responsible for securing such protection of such information, designs or document, article, process or invention in any way as it may see fit.
- 7.2 The Contractor shall not be entitled to use any part of ESCO's intellectual property rights, including but not limited to using the Designated Names and Logos on any of its documentary materials, trucks or other vehicles.
- 7.3 The Contractor warrants and represents that all information, goods or services provided and all things done by the Contractor under the Contract does not infringe any intellectual property rights of any third party, and it owns or has all necessary rights to grant the rights contemplated hereunder. Should a third party claim that ESCO's use of such information, goods or services infringes its intellectual property rights, the Contractor shall fully indemnify ESCO against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with such claim.
- 7.4 The Contractor shall:
- (a) promptly and fully notify ESCO of any actual threatened or suspected infringement or third party claim on any of ESCO's intellectual property rights which comes or, in ESCO's opinion, should have come to the Contractor's notice;
 - (b) at the request of ESCO do all such things as may be reasonably required at its own expense to assist ESCO in taking or resisting any proceedings in relation to any infringement or claim referred to in clause 26(d)(i);
 - (c) not cause or permit anything which may damage or endanger any intellectual property rights of ESCO or ESCO's title to it or to assist abet allow or tolerate others to do so;
 - (d) not remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, in any information, document or other material provided by ESCO to the Contractor and to incorporate such proprietary markings in any copies of such information, document or other material; and
 - (e) not register or cause to be registered, directly or indirectly, any patent, trademark, service mark, trade name, company name, internet domain name or other proprietary or commercial right that is identical or confusingly similar to the intellectual property rights of ESCO whether in the English language or any other language
- 7.5 The Contractor shall fully 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 part of this clause, or any infringement or alleged infringement of the intellectual property rights of ESCO or any other third party,

caused directly or indirectly by the Contractor in connection with the performance of the Contract.

All royalties and fees claimable by or payable to any person, firm, corporation, the government, or any other party, for use of or in connection with any copyright, invention, patent, registered design or other intellectual property rights necessary for purposes of the Contract, and whether or not already paid by the Contractor, shall be deemed to have been included in the Contract Price

8 CONFIDENTIALITY

8.1 The Contractor agrees not to disclose to any person any information in any form provided by ESCO or any information acquired in the course of the provision of the Services under the Contract without ESCO's prior written consent save that the Contractor may disclose such information to:

- (a) its agents, servants or contractors on a strictly need-to-know basis **Provided that** such agents, servants and contractors are first subject to the same confidentiality restrictions as are contained herein;
- (b) any other person pursuant to a legal requirement to disclose or pursuant to any judicial authority which requires disclosure **Provided that** –
 - i. if the Contractor, its agents, servants or contractors shall become compelled by law to disclose such information, the Contractor shall immediately notify ESCO of that fact so that ESCO may, if ESCO wishes, seek to prevent that disclosure;
 - ii. the Contractor, its agents, servants or contractors will promptly take such steps as ESCO shall require to prevent or minimise the scope of any disclosure; and
 - iii. in any case, if the Contractor, its agents, servant or contractors are compelled to make disclosure, they will disclose only that portion of the relevant information which must be disclosed; or
- (c) any other person to the extent such disclosure shall either already be known to such person not due to a breach of this clause or shall be a matter of public knowledge.

8.2 The provisions of this clause shall remain in full force and effect notwithstanding the complete performance of the Contract by either or both parties or the termination of the Contract.

9 TERMINATION

9.1 If in the opinion of ESCO:

- (a) the Contractor's performance is not satisfactory; or
- (b) the Contractor breaches any of the provisions of the Contract; or
- (c) the Contractor fails to commence the Services or render the Services in accordance with the Contract or proceed with the Services with reasonable diligence or the Contractor abandons or repudiates the Contract; or
- (d) the Contractor refuses or neglects after notice in writing to rectify defective work or remove unsafe or improper materials to ESCO's satisfaction;

then if such breach and or default continues for seven (7) calendar days after a notice of the breach and or default has been sent by registered post to the Contractor, ESCO may by notice terminate the Contract forthwith.

9.2 ESCO may by notice terminate the contract forthwith if:

(a) a petition is presented or a proceeding is commenced or an order is made or a resolution is passed for the winding-up, insolvency, administration, reorganisation, reconstruction, dissolution or bankruptcy of a Contractor or for the appointment of a liquidator, receiver, administrative receiver, administrator, trustee or similar officer of a Contractor or of all or any part of its business or assets; if a Contractor stops or suspends payments to its creditors generally or is unable or admits its inability to pay its debts as they fall due or seeks to enter into any composition or other arrangement with its creditors or is declared or becomes bankrupt or insolvent; if a creditor takes possession of all or any part of the business or assets of a Contractor or any execution or other legal process is enforced against the business or any substantial asset of a Contractor; or if anything analogous or having a substantially similar effect to any of the events specified in this paragraph occurs under the law of any applicable jurisdiction;

(b) the Contractor, without the prior consent of ESCO:

1. is the subject of a merger with or acquisition by any other person or entity ("Acquiror") whereby the Acquiror will be in Control, directly or indirectly, of the management of the Contractor; or
2. if any person or entity ("Target Entity") is the subject of any agreement for merger with, or acquisition by, the Contractor whereby the Contractor will be in Control, directly or indirectly, of the management of the Target Entity,

which either causes the Contractor to be unable to render the Services in accordance with the Contract; the Contractor breaches any of the provision of the Contract; or the Contractor's performance is deemed by ESCO to be unsatisfactory. For the purpose of this Clause 9(b)(ii), "Control" means, in relation to a party, where a person (or persons acting in concert) has, or has a right to acquire, by equity ownership, contract or otherwise:

- i. control over the affairs of that party;
- ii. more than 50% of the total issued shares of that party;
- iii. majority voting rights (able to carry ordinary majority voting) of that party; and/or
- iv. control of the composition of the board of directors of that party.

(c) the Contractor has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with ESCO, or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with ESCO or if any of the like acts shall have been done by any person employed by the Contractor or acting on his behalf) (whether with or without the knowledge of the Contractor), or if in relation to the Contract or any other contract with ESCO the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Penal Code (Cap. 224) or Prevention of Corruption Act (Cap. 241) or any other similar legislations or any re-enactment amendment or modification of such Code or Act or legislations or at law generally shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the said Code or Act or legislations or at law generally;

- (d) the Contractor has failed to provide the performance bond and/or insurance policies in accordance with the Contract;
- (e) the Contractor has assigned or subcontracted the Contract or any part thereof without ESCO's prior written consent; and
- (f) the estimated total Contract Sum awarded to the Contractor, in the opinion of ESCO, has been or will be expended by ESCO;

9.3 Notwithstanding any other provisions to the contrary elsewhere contained in this Contract, this Contract may be terminated by ESCO giving to the Contractor one (1) month's notice in writing without having to assign any reason therefor.

9.4 At such time and for such duration as may be determined by ESCO prior to the expiry or termination of the Contract, the Contractor shall promptly and fully render all such assistance and co-operation as required by ESCO and comply with ESCO's instructions and procedures (including, if requested by ESCO, making all necessary arrangements to effect the transfer of all or any of the Workers as required by ESCO, at no cost to ESCO, to ESCO or such other contractor or entity nominated by ESCO) so as to facilitate an efficient and uninterrupted handover to ESCO or such other contractor or entity as designated by ESCO of the Services, supplies, works and operations undertaken by the Contractor pursuant to the Contract.

9.5 Without prejudice to Clause 9(d), upon the expiry or termination of the Contract:

- (a) ESCO may complete the Services by itself and or by any other contractor(s), and ESCO and such other contractor(s) may use for such completion all such equipment, materials, documentation and any other items whatsoever for which the Contractor has received payment and ESCO shall be entitled to claim against the Contractor the difference in contract value(s) between any new contract(s) with such other contractor(s) and the Contract without prejudice to any other rights and remedies available to ESCO under the Contract or in law. The Contractor may also be debarred for a period to be fixed at the discretion of ESCO.
- (b) when completion of the Services have been delayed beyond the time required by ESCO for completion, ESCO shall be entitled to claim against the Contractor for the same liquidated damages for delay as those which would have been payable as if the Contractor had remained obliged to perform the Contract but only completed the Services on the actual completion date by ESCO or the other Contractors or persons appointed by ESCO;
- (c) unless otherwise instructed by ESCO, the Contractor shall revoke and cancel all work permits/ESCO Passes obtained for its Workers for the purposes of performing the Contract, and carried out no later than the day immediately after the effective date of expiry or termination of the Contract. The Contractor shall forthwith produce satisfactory evidence of such revocation or cancellation to ESCO;
- (d) the Contractor shall cease to perform the Services and shall, without charge or claim against ESCO or seeking any compensation whatsoever, hand over the same to ESCO or such other contractor(s) as ESCO may direct and permit ESCO or such other contractor(s) to employ its Workers and in all ways possible facilitate such employment. The provisions of this clause shall also be deemed to be incorporated in any contract between ESCO and the Contractor in force at the time of the execution of the Contract.

the Contractor agrees that as time is of the essence in respect of the performance of this Contract, the Contractor shall adhere strictly to the timelines as directed and provided by ESCO.

10 BREACH OF CONTRACT

Without prejudice to any other rights and remedies available to ESCO under the Contract or at law, if there is any breach of the Contract by the Contractor, including withdrawal of the Contractor's offer after acceptance, ESCO may use any other contractor(s) to complete the Contract and the Contractor shall be liable to pay damages on the difference between the contractual value(s) of any new contract(s) with such other contractor(s) and the Contract. In addition, the Contractor may also be debarred for a period to be fixed at the discretion of ESCO regardless of whether or not ESCO takes steps to terminate the Contract on account of such breach. In the event of a breach of contract, all conditions as set forth in Clause 9 shall apply.

11 SUB-CONTRACTING / ASSIGNMENT

- 11.1 The Contract is personal to the Contractor and shall not be assigned either as to the whole or any part thereof without the prior written consent of ESCO. Any assignment permitted by ESCO shall be on such terms as ESCO shall prescribe.
- 11.2 ESCO may if it so requires assign the Contract to its related company without the consent of the Contractor.
- 11.3 The Contractor shall not sub-contract the provision of the Service, whether wholly or any part thereof, to any other person without the prior written consent of ESCO.
- 11.4 Any sub-contracting by the Contractor shall not in any way relieve the Contractor of its obligations under the Contract and the Contractor shall remain fully and wholly responsible to ESCO for the due proper and satisfactory performance of its obligations under the Contract and any such sub-contractor shall be deemed to be the agents of the Contractor.

12 FORMATION OF CONTRACT

- 12.1 No discussion, negotiation, communication or correspondence held or entered into prior to ESCO's issuing of Contract shall be construed as an acceptance of offer for the purpose of forming of a contract.
- 12.2 The Contractor shall, if and when called upon to do so, enter into and execute a formal agreement which will be prepared by ESCO. Stamp fees (if any) for such agreement shall be paid by the Contractor.

13 SETTLEMENT OF DISPUTES

- 13.1 Unless otherwise agreed between the parties, any dispute arising out of or in connection with the Contract, including any question regarding the existence or validity or termination thereof, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force which rules are deemed to be incorporated by reference to this clause. The parties agree to be bound by the awards of the arbitrator and to submit to the non-exclusive jurisdiction of the Courts of the Republic in Singapore for the enforcement of such awards.
- 13.2 The Tribunal shall consist of a jointly appointed single arbitrator, or as appointed by the Chairman of the SIAC.

14 GOVERNING LAW

The law governing the Contract shall be the Kingdom of Thailand and the Contractor shall be deemed to have submitted himself to the non-exclusive jurisdiction of the Courts of the Kingdom of Thailand.

15 COMPLIANCE WITH REGULATIONS

The relevant provisions of all Acts, regulations and other statutory enactments made thereunder in force from time to time, where applicable to the Contractor or in relation to its performance of the Contract or provision of the Services, shall apply and the Contractor shall strictly comply with and shall instruct and ensure that its Workers do likewise. The Contractor shall be responsible for any non-compliance of such provisions and shall fully indemnify, defend and hold ESCO harmless against the same. ESCO may request information and documents from the Contractor to ensure compliance of these provisions.

16 SAFETY/SECURITY RULES

- 16.1 The Contractor shall fully and strictly comply with all statutes legislations laws rules and regulations relating to the safety, health and welfare of its Workers, servants, agents, contractors or sub-contractors, and as related to any work, act or operation performed or about to be performed by them, including without limitation, the Workplace Safety and Health Act and all its regulations, the current additions of the ESCO Safety Rules, the ESCO Security Rules and all circulars notices and directions relating to safety and safe work procedures/practices as issued by ESCO at any time and from time to time.
- 16.2 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, all the legislations rules and regulations and all requests orders and directions from any authorities or government agencies, and ESCO relating to the safety health and welfare of its Workers, servants, agents, contractors or sub-contractors, the Contractor shall render such assistance and co-operation as required by ESCO fully and expeditiously.
- 16.3 Without prejudice to clause 16.1, where the Contractor assesses any ambiguity in its role and responsibility in the compliance with any laws, legislations, rules or regulations or any requests notices or directions from any authorities or government agencies, and ESCO relating to the safety, health and welfare of its Workers, agents, servants, contractors 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.
- 16.4 The Contractor shall at all times ensure that its Workers, agents, servants, contractors or sub-contractors, do not do anything that is not in accordance with the generally accepted principles of safe and proper practices/processes.
- 16.5 The Contractor shall ensure a safe environment for the Services by any of its Workers, servants, agents, contractors or sub-contractors on the site at all times. All safety provisions shall be installed and properly maintained by the Contractor. The Contractor shall ensure that all necessary and sufficient precautions are taken by its Workers, agents, servants, contractors or sub-contractors whenever safety provisions are installed. The Contractor shall ensure that none of the safety provisions is used until and unless it has satisfied itself that such provision is safe sound and proper.
- 16.6 The Contractor is deemed to have included all costs for compliance with all health safety and welfare provisions or requirements in the Contract Price.
- 16.7 In the event ESCO is of the view that the Contractor has failed to observe the proper safety or other procedures, ESCO shall be entitled to immediately stop the Contractor from further executing the Services until proper and acceptable measures are taken to the satisfaction of ESCO and any delay resulting from such an event and any related costs and consequences shall be borne fully by the Contractor.

17 CUMULATIVE RIGHTS

All rights and remedies granted to either of the parties shall be cumulative and no exercise by either of the parties of any right or remedy under the Contract shall restrict or prejudice the exercise of any other right or remedy granted by the Contract or otherwise available to it.

18 HEADINGS

Headings contained in the Contract are for reference purposes only and should not be incorporated into the Contract and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

19 JOINT AND SEVERAL

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several.

20 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the provisions of the Contract shall not be a waiver of them or of the right at any time subsequently to enforce all or any of the said provisions.

21 SEVERANCE

If any provision of the Contract or any part thereof is declared by any relevant tribunal or authority to be void, voidable, illegal or otherwise unenforceable, such provision or part thereof shall be severed and the remaining provisions or the remaining parts of the provision shall remain in full force and effect.

22 NOTICES

Any notice to be served on either of the parties by the other shall be sent by registered post to the address of the relevant party shown in the Contract or by facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee, within the next working day of posting, or immediate if sent by facsimile transmission or electronic mail.

23 INVALIDITY OF THE CONTRACTOR'S TERMS

No terms and conditions submitted or referred to by the Contractor when submitting a tender shall form part of the Contract unless otherwise agreed to in writing by ESCO.

24 ENTIRE CONTRACT

The Contract constitutes the complete and only agreement between the parties and supersedes all previous communications, representations and other arrangements, whether written or oral. The Contractor acknowledges that no reliance is placed on any communication, representation or other arrangement, written or oral, which is not embodied or included in the Contract.

25 FURTHER AGREEMENTS AND UNDERTAKINGS

- 25.1 If the Contractor is a firm, the Contractor shall not effect any change of its name nor effect any change of partners nor include any other person as partners of the firm nor convert the firm into a company without the prior written approval of ESCO.
- 25.2 If the Contractor is a company, the Contractor shall not conduct, engage in, effect or do or caused to be effected or done any of the following without giving ESCO two (2) months' prior written notice:

- (a) sell, assign, grant, exchange, allot or otherwise transfer any of its shares of the company to any other legal entity;
- (b) reconstruct or restructure the company, howsoever brought about, including and without limitation to any form of amalgamation or merger with or take-over by another legal entity;
- (c) change or modify the composition of the board of directors, or to add, remove replace or substitute any director in such board; or
- (d) remove, replace, substitute or in any way change any of its key or senior management officers, including without limitation, the chief executive officer, the chief operating officer, the chief financial officer, the general manager and the managing director.

25.3 In the event of any change, whether actual or pending or threatened, in relation to any of the Contractor's incorporation or partnership (as the case may be), regulatory licences or concessions, human resources, business, assets, liabilities, borrowings, cashflow or financial indebtedness or undertakings, etc. which, in ESCO's opinion, adversely affects or may adversely affect, whether directly or indirectly, the Contractor's ability to provide the Services according to the Contract or otherwise perform the Contract (such change referred to as a "material adverse change"), the Contractor shall inform ESCO in writing forthwith and shall fully co-operate with and render full assistance to ESCO as required by ESCO to mitigate the effect of such change on ESCO.

25.4 A "material adverse change" shall, for the purpose of clause 47(c), exclude any of the events specified in clause 47(b), and shall include but not be limited to the following:

- (a) a change in principal business activities of the company;
- (b) to sell, divest, transfer or liquidate or to wind down or cease operation of a material portion of the company's business assets or properties;
- (c) changes to regulatory licences or concessions, terms and conditions which impact on the Contractor's ability to source for Workers;
- (d) changes to the company's borrowings, cashflow or financial indebtedness or undertakings which impact on the company's financial position or ability to meet financial obligations.

changes to the company's business activities, contracts obtained by the company and expiry of contracts which may impact the Contractor's ability to source for workers and/or retain their current Workers.

26 PERSONAL DATA PROTECTION

26.1 The Contractor acknowledges that it may, from time to time, be required to disclose the personal data of its workers to ESCO for the purpose(s) of managing, assessing and evaluating the Contractor's workers (including but not limited to allowing ESCO to verify their identities for entry into ESCO's premises). Accordingly, the Contractor undertakes to obtain its workers' consent to the collection, use and/or disclosure of their personal information for the abovementioned purpose(s) before disclosing the same to ESCO.

26.2 The Contractor agrees to bear all liability and shall fully indemnify and hold ESCO and its shareholders, officers, directors, employees and agents harmless from and against any and all actions, claims, losses, proceedings, costs, damages, legal costs and/or other expenses arising out of its breach of this undertaking.

27 ANTI-BRIBERY CLAUSE

- 27.1 The Contractor shall, and shall procure that its Affiliates will, and shall procure that the employees, directors and agents of the Contractor and of the Contractor's Affiliates will, comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption in any jurisdiction in which any of ESCO and/or ESCO's Affiliates operate or conduct business, including but not limited to, the Singapore's statute on Prevention of Corruption Act 2012, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act (collectively "Anti-bribery Laws").
- 27.2 The Contractor Group shall not, and shall procure that its Affiliates will not, and shall procure that the employees, directors and agents of the Contractor and of the Contractor's Affiliates will not, directly or indirectly, engage in any activity, practice or conduct which would be, or would potentially be, or would reasonably be perceived to be, an offence under any Anti-bribery Laws.
- 27.3 The Contractor shall inform ESCO immediately if any ESCO's and/or ESCO's Affiliates' current or past employees or such family members (together, "ESCO Parties") were to engage them in any activity which would be, or would potentially be, or would reasonably be perceived to be, in contravention of the Anti-Bribery Laws.
- 27.4 The Contractor shall indemnify ESCO and ESCO's Affiliates against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by any of ESCO and/or ESCO's Affiliates as a result of any breach of this clause.

28 ANTI-COMPETITION CLAUSE

- 28.1 The Contractor shall not, and shall procure that its Affiliates will not, engage in any activity which would, or would potentially be, or would reasonably be perceived to be, an offence or infringement under any competition law in any jurisdiction in which any of ESCO and/or ESCO's Affiliates operate or conduct business.
- 28.2 The Contractor represents that none of the members of the Contractor Group is the subject of any investigation, inquiry or proceedings by any relevant government body, agency or authority, or court in connection with any actual or alleged infringement of the prohibitions of competition law of any jurisdiction in which any of ESCO and/or ESCO's Affiliates operate or conduct business.
- 28.3 The Contractor shall indemnify ESCO and ESCO's Affiliates against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by any of ESCO and/or ESCO's Affiliates as a result of any breach of this clause.

29 CONFLICT OF INTERESTS

- 29.1 The Contractor shall not, and shall procure that its Affiliates will not, whether directly or indirectly, engage with any parties that would, or would potentially result in or would reasonably be perceived to result in, any conflict of interest with any of ESCO and/or ESCO's Affiliates.
- 29.2 Without limiting paragraph 51(a), the Contractor shall disclose promptly to ESCO sufficient information relating to any parties engaged with, whether directly or indirectly, any member of the Contractor Group, in order to enable ESCO to determine if there is any conflict of interest.
- 29.3 The Contractor shall indemnify ESCO and ESCO's Affiliates against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by any of ESCO and/or ESCO's Affiliates as a result of any breach of this clause.

---End of Section C ---

APPENDIX A - TECHNICIANS AND BEHANDLE JOB DESCRIPTIONS

DETAILS OF SERVICE REQUIREMENTS FOR STEVEDORE OF SHIP OPERATION AND EMPTY CONTAINER INSPECTION.

1. STANDARD REQUIREMENT FOR ACTIVITIES

- The contractor shall provide at least 6 workers per gang
- The contractor shall provide 1 “On-board checker” as a leader per gang
 - o On-board checker is not authorized to change container position without ESCO approval
 - o On-board checkers are necessary to speak and write English and can read the stowage plan/working plan in English language
- The contractor shall provide 1 “Foreman” to control overall duty
 - o Foreman should co-ordinate with ship officer for any trouble such as damage container etc.
 - o Foreman shall control/supervise their stevedore workers
- The Contractor shall provide at least 2 shifts rotation in case of 24 hours operation. No staff is to work more than 12 hours consecutively and the contractor is to ensure that sufficient rest is given before the staff is deployed for work.
- The contractor shall check working area and ship’s condition to be ensure safety before start work.
- The contractor is to guarantee the productivity of at least 26 mph.
- The contractor is to provide own radio sets to communicate with ESCO.
- The contractor is responsible for any claims, miss-position and/or miss-inspection by its personnel.
- The contractor shall clean and clear any rubbish / wastes generated by their own workers.
- The contractor shall provide forklift with forklift driver for lifting bin to support ship operation during vessel berthing
- The contractor shall provide staff to assist/give signal to PM operator at wharf area
- Training
 - o The contractor, by its own expensed shall arrange training programs in term of Working Procedure, Work Instruction and Safety to its personnel at least 2 times/year.
 - o The contractor shall provide a Crane Signaler training program for all Onboard checker as law requirement
 - o The program must be matched with ESCO’s requirement and approved by ESCO before the training is held.

APPENDIX B - 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 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 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 - Resistant with chemical.

PPE
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 shall be responsible for the safety of its workers and supervisory staff supplied under the Contract and shall maintain a safe system of work at all time. In addition, the Contractor shall ensure that all its workers and supervisory staff comply with all safety rules and regulations that may be laid down by ESCO or other competent authorities at any time and from time to time during the Contract Period. ESCO reserves the right to bar any worker who, in the opinion of ESCO, has flouted any of its safety rules and regulations, from providing any part of the services under the Contract.

The Contractor shall ensure that any equipment supplied by ESCO is properly accounted for. The Contractor shall replace any lost or damaged equipment with a similar type/brand at its expense. The Contractor shall also bear all costs incurred in any repairs resulting from damages caused, other than by natural wear and tear, to the equipment supplied by ESCO.

The Contractor shall ensure that its workers and supervisory staff remain in such areas as designated by ESCO for the performance of the Services and not enter any other parts of ESCO's premises which are restricted.

The Contractor shall commit sufficient resources, including allocating specific budget to implement a safety management programme for the entire duration of the contract. The safety management programme shall include the setting up of a safety reporting & review structure as well as an independent disciplinary and reward committee to deal with safety related infringements / behaviors and implement safety enhancement initiatives. Contractors should also set clear and defined KPIs for safety performance in each of the calendar year. The Contractor should also review the safety performance of the company at the end of every month and share their findings, corrective measures as well as their enhancement initiatives with ESCO. Contractor shall submit the safety management programme together with the tender submission.

- 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
- The contractor shall provide at least one Safety Officer to perform safety duties during operation.

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

No.	Description	Price	Remark
1	Stevedore for ship operation	XXXXXX	Box rate
2	Empty Container Inspection	XXXXXX	Box rate
3	Break Bulk support	XXXXXX	Box rate

Descriptions	Dates
Tender issued	04 Nov 2022
Final tenderer questions	18 Nov 2022
Final responses to tenderers' questions	21 Nov 2022
Closing Time for receipt of Tenders	24 Nov 2022
Tender meetings and negotiations	25 – 30 Nov 2022
Notification of tender award decision	2 Dec 2022
Targeted signing date of the Contract	12 Dec 2022
Contract Start	1 Jan 2023

SUBMISSION CRITERIA

- The Contractor shall submit tender quotation via email to tender2@esco.co.th only.
- The Contractor shall submission the tender quotation on 24 Nov 2022 before 17:00 PM (GMT+07:00 Bangkok, Thailand Time) Any late submission for the tender, will not accepted by EASTERN SEA LAEM CHABANG TERMINAL COMPANY

ESCO CONTACT PERSON

Mr. Kelvin Lim Email : kelvin@esco.co.th
 Ms.Mantana Geatsak Email : mantana@esco.co.th
 Ms.Sasawan Inthawong Email : sasawan@esco.co.th
 Mr.Thanawat Supachokjindawat Email:thanawat@esco.co.th

APPENDIX D - 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 E – CONTRACTOR INSURANCE

List of Contractor Available Insurance

Insurance Description	Insurance Premium Amount	Coverage Amount

APPENDIX F – LIQUIDATED DAMAGES / PENALTIES

Where the Contractor fails to supply workers in accordance to the Contract, LD of 150% of the value of the services to be done

Where the Contractor and/or its employee has been found to be negligent in an accident or non compliant with safety regulations and work processes as instructed by ESCO, THB1,000 per incident

Where the Contractor and/or its employee has been found to have been responsible / negligent resulting in service failure by ESCO, the Contractor shall be responsible for its portion of the cost associated in making good the services

APPENDIX G : PERFORMANCE BOND SAMPLE**PERFORMANCE BOND****SPECIMEN****Banker's Guarantee or Insurance Company Bond****Contract No.**

WHEREAS by the Letter of Acceptance of the Tender dated _____ by Eastern Sea Laem Chabang Terminal Co., Ltd (hereinafter called "ESCO") for the execution of the Works, viz _____ by _____ Messrs _____ of _____ (hereinafter called "the Contractor") ESCO and the Contractor entered into a contract for the execution of the above works (hereinafter referred to as "the Contract") in consideration of the sum of Singapore Dollars _____ (S\$_____).

WHEREAS by the terms and conditions of the Contract, the Contractor has to give to ESCO a Performance Bond (hereinafter called "Performance Bond") in a sum equal to five per cent (5%) of Contract Sum for the due performance and observance by the Contractor of all the stipulations conditions and agreements contained in the Contract.

AND WHEREAS we, _____, have requested ESCO _____ (Name of Bank/Insurance Company) and ESCO has agreed to accept this unconditional and irrevocable Performance Bond from us.

NOW IN CONSIDERATION OF THE PREMISES:

1 WE GUARANTEE to pay ESCO forthwith upon demand made to us in writing a sum or sums not exceeding in the aggregate of Singapore Dollars _____ (S\$_____) (hereinafter referred to as "the GUARANTEED SUM"). We will pay ESCO the GUARANTEED SUM or part of it as requested by ESCO without requiring any proof that ESCO is entitled to reimburse itself with or utilise such sum in accordance with the Contract or that the Contractor is in default or is in breach of the Contract.

2 We shall not be discharged or released from this Performance Bond by any arrangement made between ESCO and the Contractor whether in respect of the Contract with or without our consent or by any alteration in the obligations undertaken by the Contractor or by any forbearance whether as to amount, time, performance or in any way.

3 This Performance Bond shall be effective from [the commencement date of the Contract / *[insert date Performance Bond to be effective]*] and shall continue to be in force for the duration of the Contract including any defect liability period or warranty period plus another six (6) months and shall expire on _____ (hereinafter referred to as "the expiry of this Performance Bond") (specific date).

4 A claim made under this Performance Bond or notice of same must be made by ESCO in writing to us not later than three (3) months from the expiry of this Performance Bond. Thereafter, if no claim/claims is/are made against us by ESCO or if no notice of any claim is given to us by ESCO this Performance Bond shall automatically cease to have any effect whatsoever and ESCO shall not be required to return this Performance Bond nor write to the Contractor on cancellation of this Performance Bond.

5 ESCO may make more than one claim on this Performance Bond so long as the claims are not made or notice of same is not given later than three (3) months from the expiry of this Performance Bond and the total claims do not exceed the GUARANTEED SUM.

Dated this _____ day of _____ 20__.

Signed by _____]
(Name of Person)]

in the capacity of _____]
(Designation)]

authorised to sign for and on behalf of]

_____]
(Name of Bank/Insurance Company)]

in the presence of:]

(Signature)

Name : _____

Designation : _____

Signature : _____

Address : _____

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>