



**PTTEP ENERGY DEVELOPMENT COMPANY LIMITED  
PTT EXPLORATION AND PRODUCTION PUBLIC COMPANY LIMITED**

**CONTRACT NO. THC22-5211**

**WITH**

**SUPPLIER's name**

**FOR**

**SUPPLY OF CARBON STEEL OCTG PRODUCTS TO SUPPORT G1/61, G2/61 AND ART  
FOR DELIVERY IN Q1'2023**

**Table of Content**

	Page
Article 1 – Definitions and Interpretation.....	2
Article 2 – EFFECTIVE DATE and Duration.....	5
Article 3 – Basic Arrangement.....	5
Article 4 – Performance of the CONTRACT.....	6
Article 5 – Delay and Liquidated Damages.....	7
Article 6 – Acceptance.....	7
Article 7 – Expediting, Inspecting and Testing.....	8
Article 8 – Hazardous Materials.....	8
Article 9 – SUPPLIER’s Warranties.....	8
Article 10 – Liens and Claims.....	9
Article 11 – Title and Risk of Loss.....	9
Article 12 – INTELLECTUAL PROPERTY.....	10
Article 13 – Financial Conditions.....	10
Article 14 – Invoice, Payment and Audit.....	11
Article 15 – Liability and Indemnity.....	13
Article 16 – Insurance.....	13
Article 17 – Termination.....	14
Article 18 – FORCE MAJEURE.....	15
Article 19 – Confidentiality.....	15
Article 20 – Assignment and Novation.....	15
Article 21 – NOTICE.....	15
Article 22 – Business Ethics and Human Rights.....	16
Article 23 – Governing Law and Dispute Resolution.....	17
Article 24 – Miscellaneous Provisions.....	17
Annex 1 Form of Bank Guarantee.....	20
Annex 2 Form of RELEASE ORDER.....	23
Annex 3 Integrity Pact.....	24
Exhibit A Scope of Supply.....	25
Exhibit B Commercial Terms.....	26
Exhibit C Transport & Customs Shipping Instruction for Import of General Cargo.....	27

FOC - Supply of OCTG (Carbon Steel)

This **CONTRACT** is made and entered into this ..... day of ..... 20....,

**between**

**PTT EXPLORATION AND PRODUCTION PUBLIC COMPANY LIMITED** (hereinafter referred to as “PTTEP”), a company organized and existing under the laws of Thailand, having its registered office at Energy Complex Building A, Floors 6<sup>th</sup>, 19<sup>th</sup> – 36<sup>th</sup>, 555/1 Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand, acting as an “Operator” for and on behalf of the Consortiums as shown below:

Arthit Consortium, presently composed of the following CO-VENTURERS:  
B14A, B15A and B16A

	Shares of interest
- PTT Exploration and Production Public Company Limited	80%
- Chevron Thailand Exploration and Production., Ltd	16%
- MOECO Thailand Co., Ltd	4%

**PTTEP ENERGY DEVELOPMENT COMPANY LIMITED** (hereinafter referred to as “COMPANY”), a company organized and existing under the laws of Thailand, having its registered office at Energy Complex Building A, Floors 6<sup>th</sup>, 19<sup>th</sup> – 36<sup>th</sup>, 555/1 Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand, acting as an “Operator” for G1/61 and G2/61 , PSC

**and**

..... (hereinafter referred to as the “SUPPLIER”), a company organized and existing under the laws of ....., having his registered office at .....

of the other part.

**WITNESSETH**

**Whereas**, the COMPANY, from time to time, desires to purchase the GOODS to support its petroleum exploration and production activities; and

**Whereas**, the SUPPLIER is willing to sell the GOODS to the COMPANY on the terms and conditions set out hereinafter.

**Now, therefore**, the PARTIES agree as follows:

**Article 1 – Definitions and Interpretation**

1.1 Definitions

In the CONTRACT, the following expressions have the following meanings except where the context otherwise requires:

**AFFILIATE** in relation to any person means any entity which controls, is controlled by, or is under common control with, such person. For the purpose of this definition, “control” means the power to dictate and conduct the policy of any such person or, when such person is a company, the power to dictate and conduct the policy of such company through the direct or indirect control of more than fifty percent (50%) of the shares or voting rights in such company. Notwithstanding the foregoing, PTT Public Company Limited is not considered as an AFFILIATE of the COMPANY.

**AGREEMENT** means the present document comprising articles 1 to 24 hereof.

**APPLICABLE LAWS** mean all and any statutes, decrees, ordinances, rules, regulations, by-laws, notices, circulars, guidelines, specifications, codes, orders, directions, other laws and conventions in effect from time to time, and any amendments or re-enactments thereto of any government (or any subdivision thereof), any federal, state, provincial, or local government authority, any part thereof, and any department, authority, instrumentality, agency, bureau, judicial body or tribunal, having jurisdiction over the PARTIES, the performance of the CONTRACT, and which have the force of law.

**CLAIM(S)** means any claim, demand, cause of action, proceedings, judgement, award (including reasonable legal fees, costs and expenses and reasonable sums paid by way of settlement or compromise) liability, loss, expense, penalty, fine, and damages, whether created by law, contract, tort or otherwise, arising from, relating to or in connection with the performance, mis-performance or non-performance of the CONTRACT.

**COMPANY GROUP** means the COMPANY, any COMPANY OTHER CONTRACTOR, CO-VENTURERS, their respective AFFILIATES and each of their PERSONNEL.

**COMPANY OTHER CONTRACTOR** means:

- (a) any person (other than a member of the SUPPLIER GROUP) that is a party to a contract with the COMPANY and which is in any way connected to, or in proximity with, the SUPPLIER's performance of the CONTRACT; and
- (b) that person's subcontractors or sub-suppliers at any tier.

**CONSEQUENTIAL LOSS** means any indirect, incidental or consequential loss or damage resulting from, or arising out of, the performance, mis-performance or non-performance of the CONTRACT, including loss of profit, loss of use, loss of revenue, loss of anticipated profit, loss of production or business interruption.

**CONTRACT** means this signed AGREEMENT together with the following Annexes and Exhibits, which are attached hereto and made part hereof, and any future amendments thereto.

- Annex 1 - Form of Bank Guarantee
- Annex 2 - Form of RELEASE ORDER
  
- Exhibit A - Scope of Supply
- Exhibit B - Commercial Terms
- Exhibit C - Transport & Customs Shipping Instruction for Import of General Cargo

**CO-VENTURER** means any person with whom the COMPANY has entered into a joint operating agreement or any other similar form of contract in respect of which the CONTRACT is being performed.

**DELIVERY DATE** means the date(s) as specified in Exhibit A and/or the RELEASE ORDER, when the GOODS shall arrive at the DELIVERY LOCATION.

**DELIVERY LOCATION** means the place(s) where the GOODS are to be delivered as specified in Exhibit A or the RELEASE ORDER.

**EFFECTIVE DATE** is defined in sub-article 2.1.

**FORCE MAJEURE** means any event which causes or contributes to a PARTY's failure to fulfil any of its/his obligations under the CONTRACT, provided the event is beyond the reasonable control of the PARTY, is not attributable to their fault or negligence and could not have been foreseen or prevented by them exercising reasonable diligence, including government or authority orders that perniciously impact the COMPANY's operation and/or procurement functions, but shall not include:



- (a) a strike or any labor disruption affecting the performance of the CONTRACT by SUPPLIER's PERSONNEL;
- (b) breakdown of any equipment of whatever nature unless caused by a FORCE MAJEURE event;
- (c) a contractual commitment between the SUPPLIER and a third party;
- (d) an act or omission of any member of the SUPPLIER GROUP; or
- (e) any financial distress on the part of the SUPPLIER or any member of the SUPPLIER GROUP.

**GOODS** means the goods or materials specified in Exhibit A to be supplied by the SUPPLIER in accordance with the CONTRACT.

The GOODS shall be supplied by the SUPPLIER on an "as and when required" basis under the terms and conditions of this CONTRACT for the period or periods and locations as specified in Exhibit A and/or each RELEASE ORDER. It is being understood that no quantity, location, amount, value or period of the supply shall be guaranteed by the COMPANY and the SUPPLIER shall be ready to supply the GOODS whenever required by the COMPANY.

**INCOTERMS** mean the 1 January 2011 edition of the International Commercial Terms published by the International Chamber of Commerce.

**INTELLECTUAL PROPERTY** means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

**NOTICE** is defined in sub-article 21.1.

**PARTIES** mean the COMPANY and the SUPPLIER.

**PARTY** means the COMPANY or the SUPPLIER.

**PERSONNEL** means officers, directors, agents, employees, consultants, servants, representatives, licensees and invitees.

**RELEASE ORDER** means a written order issued by the COMPANY in the format as attached in Annex 2 (Form of RELEASE ORDER) or in any other form to the SUPPLIER requesting the SUPPLIER to supply all or any part of the GOODS to the COMPANY.

**SUPPLIER GROUP** means the SUPPLIER, any SUPPLIER's subcontractors or sub-suppliers, their respective AFFILIATES and each of their PERSONNEL.

## 1.2 Interpretation

1.2.1 In the CONTRACT, headings shall be for convenience only and do not affect interpretation.

1.2.2 No rule of construction applies to the disadvantage of a PARTY because that PARTY was responsible for the preparation of, or seeks to rely on, this CONTRACT or any part of it.

1.2.3 This CONTRACT has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this CONTRACT.

1.2.4 In order to prevent any misunderstanding, the terms "he", "him" and "his" shall be used in relation to the SUPPLIER, whereas the terms "it" and "its" shall be used in relation to the COMPANY.

- 1.2.5 Unless the contrary intention appears, a reference in the CONTRACT to:
- (a) a document includes any variation, amendment or replacement of it and any annexure, schedule or exhibit attached to it or incorporated into it by reference;
  - (b) an article or sub-article is a reference to an article or sub-article of the AGREEMENT;
  - (c) the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government and each of their successors and permitted assigns;
  - (d) words in the singular include the plural and vice versa;
  - (e) "days" or "month" means "consecutive calendar days" or "consecutive calendar months", it being understood that all dates and time periods referred to in the CONTRACT relate to Gregorian calendar;
  - (f) "require", "request", "submit", "answer", "notify", "instruct", "state", "inform", "agree", "approve", "advise" and the like shall be deemed to be completed by the expression "in writing";
  - (g) the words "include", "including", "included", "for example", "such as" and the like shall be deemed to be completed by the expression "but not limited to"; and
  - (h) any particular law, statute, order, decree, rule or regulation of any government authority includes any consolidation, re-enactment, amendment or replacement of it for the time being in force.
- 1.2.6 For the purposes of interpretation, should there be any conflict, discrepancy, inconsistency or ambiguity between any of the documents forming the CONTRACT, and unless expressly provided otherwise, priority shall be given in the order of precedence in which documents appear, i.e. the articles of the AGREEMENT take precedence over the rest of documents forming the CONTRACT, followed by the Annexes thereto and then the Exhibits. The priority of the Annexes and the Exhibits shall be construed in the order of precedence set out in the definition of the CONTRACT.
- 1.2.7 If the CONTRACT covers any matter dealt with in the INCOTERMS, then the relevant provisions in the INCOTERMS shall be deemed to be incorporated in the CONTRACT except to the extent that they conflict with the provisions of the CONTRACT.

## **Article 2 – EFFECTIVE DATE and Duration**

- 2.1 Notwithstanding the date of signature hereof, the CONTRACT shall come into force and tentative effect on 1<sup>st</sup> August 2022 (hereinafter referred to as "**EFFECTIVE DATE**") and shall continue in force for a period of one (1) year and three (3) months from the EFFECTIVE DATE unless earlier terminated by a PARTY in accordance with its terms.

## **Article 3 – Basic Arrangement**

- 3.1 Subject to sub-article 3.4, during the term of this CONTRACT, the COMPANY may at its sole discretion request the SUPPLIER to supply the GOODS to the COMPANY by issuing a RELEASE ORDER to the SUPPLIER. When the SUPPLIER receives the RELEASE ORDER, the SUPPLIER shall supply the GOODS strictly in conformity with the provisions of the CONTRACT (including, where applicable, Exhibit C – Transport & Customs Shipping Instruction for Import of General Cargo) and the RELEASE ORDER.
- 3.2 Each RELEASE ORDER issued by the COMPANY pursuant to sub-article 3.1 will:
- (a) be part of the CONTRACT;
  - (b) incorporate the terms and conditions (including rates and prices) of the CONTRACT; and
  - (c) be included in the definition of "CONTRACT" as set out in sub-article 1.1.
- 3.3 In consideration of the provision of the GOODS by the SUPPLIER, the COMPANY agrees to pay the SUPPLIER at the rates and prices and in the manner specified in the CONTRACT.

- 3.4 Unless expressly provided otherwise in the CONTRACT, the quantity of GOODS, DELIVERY DATE, and DELIVERY LOCATION set out in this CONTRACT is estimation only. This CONTRACT does not obligate the COMPANY to purchase the GOODS from the SUPPLIER. The GOODS will be provided only if requested by the COMPANY via a RELEASE ORDER.
- 3.5 Any RELEASE ORDER issued prior to the termination or expiry of this CONTRACT will continue in force until the PARTIES fulfil their obligations under that RELEASE ORDER or that RELEASE ORDER is terminated in accordance with its terms, regardless of the termination of this CONTRACT.

#### **Article 4 – Performance of the CONTRACT**

##### **4.1 Delivery of GOODS**

The SUPPLIER shall deliver or make the GOODS available to the COMPANY within the DELIVERY DATE at the DELIVERY LOCATION and in accordance with the terms and conditions set out in the CONTRACT (including, where applicable, Exhibits A). Unless expressly provided otherwise in a RELEASE ORDER or the CONTRACT or agreed by the COMPANY, no partial delivery shall be accepted.

##### **4.2 System of Measurement**

Unless expressly provided otherwise in the CONTRACT, only the International System of Units shall be used.

##### **4.3 Quantities purchased**

The quantity of GOODS to be purchased by the COMPANY will be specified in a RELEASE ORDER.

##### **4.4 Quality Assurance Plan**

The SUPPLIER shall set up and enforce in his production factories and premises, a suitable quality assurance plan and procedures to ensure that the quality of the GOODS shall be in accordance with the CONTRACT's requirements. The SUPPLIER shall provide the COMPANY with documentary evidence of compliance with this sub-article 4.4 upon request.

##### **4.5 Test Certificate**

If the test certificate(s) for the GOODS is required by the CONTRACT, it shall be forwarded to the COMPANY upon completion of testing.

##### **4.6 Documentation**

The GOODS delivered under the CONTRACT shall be accompanied with all documentation, certificates, operating manual and/or drawings in accordance with the CONTRACT's requirements.

##### **4.7 Marking and Packaging**

4.7.1 Each package of the GOODS shall be marked as follows:

- (a) name and address of the COMPANY;
- (b) the CONTRACT and RELEASE ORDER number;
- (c) dimensions (metric); and
- (d) gross and net weight per package.

4.7.2 The GOODS shall be properly packed and secured by the SUPPLIER in such a manner as to reach their destination in good condition, taking into account the nature of the GOODS,

the method of transport used, accepted industry practice and COMPANY's requirements as specified in the CONTRACT. Dimensions shall comply with the specifications necessary for the transport method used.

#### 4.8 Compliance with APPLICABLE LAWS

- 4.8.1 The SUPPLIER shall, at his sole cost, comply with all APPLICABLE LAWS affecting, or applicable to, the performance of the CONTRACT. The SUPPLIER shall also ensure that each member of the SUPPLIER GROUP complies with all APPLICABLE LAWS.
- 4.8.2 The SUPPLIER is responsible for obtaining and maintaining, at his sole cost, all permits, licences, approvals, other authorities or consents required for the lawful performance of the CONTRACT.
- 4.8.3 In the case of the COMPANY being considered a government agency under applicable laws, it has therefore obligated to comply with certain laws including but not limited to the anti-corruption laws of Thailand, the SUPPLIER where applicable shall comply with all applicable laws. It is the sole responsibility of the SUPPLIER to familiarize himself and fully comply with the laws.
- 4.8.4 The SUPPLIER shall be liable for, and shall defend, indemnify and hold harmless the COMPANY from and against, all CLAIMS resulting from breach of the obligations under this sub-article 4.8 by the SUPPLIER GROUP.

#### Article 5 – Delay and Liquidated Damages

- 5.1 If the SUPPLIER is unable to deliver the GOODS to the DELIVERY LOCATION within the DELIVERY DATE, the SUPPLIER shall notify the COMPANY at the earliest possible opportunity, including in his notification the cause and the estimated duration of the delay.
- 5.2 If the SUPPLIER claims an extension of time for delivery, then to the extent that the delay was caused by any act, default or omission of the COMPANY or a FORCE MAJEURE event (other than a FORCE MAJEURE event arising after the DELIVERY DATE), the SUPPLIER shall be entitled to such extension of time for delivery as the COMPANY, acting reasonably, assesses and directs.
- 5.3 The SUPPLIER acknowledges that time is of essence under the CONTRACT and hereby guarantees the timely performance of the CONTRACT. Without prejudice to any other rights the COMPANY may have under the CONTRACT, the SUPPLIER shall pay the COMPANY liquidated damages amount calculated as per Exhibit B if the SUPPLIER fails to comply with certain obligation(s) set out in Exhibit B.
- 5.4 All amounts of liquidated damages for which the SUPPLIER may become liable are agreed as a genuine pre-estimate of the losses which may be sustained by the COMPANY in the event that the SUPPLIER fails to meet the delivery obligation and are not a penalty. Payment of such liquidated damages amounts shall not relieve the SUPPLIER from any of his obligations or liabilities under the CONTRACT or at law. The COMPANY shall be entitled to call upon such amounts from the bank guarantee, demand directly such amounts from the SUPPLIER and/or deduct such amounts from monies due to be paid to the SUPPLIER.

#### Article 6 – Acceptance

Acceptance of the GOODS by the COMPANY shall be without prejudice to the SUPPLIER's liability for any defect in or damage to the GOODS or any breach of the CONTRACT which is not identified by the COMPANY at the time of acceptance.

### **Article 7 - Expediting, Inspecting and Testing**

- 7.1 If requested by the COMPANY, the SUPPLIER shall submit progress reports as well as photographic evidence showing progress of manufacturing or fabrication of the GOODS to the COMPANY. If, in the opinion of the COMPANY following receipt of the progress reports, the CONTRACT does not appear to be on schedule, the COMPANY may reasonably request the SUPPLIER to expedite his performance under the CONTRACT (which may include asking the SUPPLIER to use an expedited means of delivery), and the SUPPLIER shall comply, at his sole cost, with such request.
- 7.2 The SUPPLIER shall, at his sole cost and risk, organize the inspection or testing of the GOODS in accordance with the CONTRACT's requirements. The SUPPLIER shall provide the COMPANY or its representative with all technical information reasonably necessary for such inspection or testing. Unless otherwise agreed by the COMPANY, no GOODS shall be dispatched without written waiver of inspection or testing by the COMPANY.
- 7.3 Unless expressly provided otherwise in the CONTRACT, the SUPPLIER shall provide the COMPANY with at least fourteen (14) days prior written notice of the inspection or testing pursuant to sub-article 7.2, and the COMPANY or its representative shall be entitled to be represented where the GOODS shall be inspected or tested.
- 7.4 The COMPANY may, at its sole cost, request the SUPPLIER to organize any additional inspection or testing of the GOODS during manufacturing or storage. The SUPPLIER shall organize and facilitate such requirement at the manufacturer's plant or at any mutually agreed place. The SUPPLIER shall not be paid for any inspection or testing where the GOODS have failed to achieve the CONTRACT's requirements.
- 7.5 If as a result of any inspection or testing under this article 7, the COMPANY is of the opinion that the GOODS do not comply with the requirements of the CONTRACT or are unlikely so to comply, the COMPANY may inform the SUPPLIER accordingly and the SUPPLIER shall then take any necessary steps, at his sole cost, to ensure the GOODS shall comply with the CONTRACT, without affecting the DELIVERY DATE.
- 7.6 Where applicable, the SUPPLIER shall provide the COMPANY with a certified true copy of SUPPLIER's Mill Certificates.
- 7.7 Any expediting, inspection or testing pursuant to this article 7, or any failure to do so, shall not relieve the SUPPLIER of his obligations under the CONTRACT.

### **Article 8 – Hazardous Materials**

- 8.1 The SUPPLIER shall ensure that the GOODS shall comply with the requirements of APPLICABLE LAWS, and to the extent that they contain toxic, corrosive, flammable, explosives, dangerous or hazardous materials, the SUPPLIER shall ensure that:
- (a) a notice to that effect accompanies each consignment, together with appropriate care and handling instructions and the manufacturer's material safety data sheet; and
  - (b) he shall provide the COMPANY with relevant permits, approval, and any documentation required by APPLICABLE LAW in connection with such GOODS.
- 8.2 The GOODS supplied under the CONTRACT which are contaminated beyond use at the time of delivery, shall be regenerated or disposed of by the SUPPLIER. Notwithstanding the provisions of article 11, the title and risk of the contaminated GOODS shall remain with the SUPPLIER, who shall bear all expenses for the said processes.

### **Article 9 – SUPPLIER's Warranties**

- 9.1 The SUPPLIER warrants that the GOODS shall:



- (a) be capable of being used for the purpose described in the CONTRACT, or where no such purpose is defined, for its ordinary purpose;
- (b) be free from defects in; i) material and workmanship; ii) manufacture; iii) design; and iv) inadequate warning or proper instruction; and
- (c) meet the COMPANY's requirements with regard to any quality, quantity, standards or specifications which are specified in the CONTRACT.

9.2 In this article, the "**WARRANTY PERIOD**" in respect of the GOODS means the period commencing on the date of acceptance of the GOODS by the COMPANY and continuing for the period specified in Exhibit A or, if no such period is specified, the period ceasing twelve (12) months after the date on which the GOODS are first put into operational use or eighteen (18) months from the date of acceptance of the GOODS by the COMPANY, whichever first occurs.

9.3 If, within the WARRANTY PERIOD, a warranty given by the SUPPLIER under the CONTRACT is breached, a defect (fair wear and tear excepted) appears in the GOODS or the GOODS fail to meet the requirements of the CONTRACT, the COMPANY may direct the SUPPLIER to rectify or remedy the breach or defect within a reasonable time, which direction may involve repairing or replacing the GOODS, at SUPPLIER's cost. Any transportation costs related to returning of defective GOODS and delivering repaired or replaced the GOODS back to the COMPANY shall also be at SUPPLIER's cost. If the SUPPLIER does not commence or complete to so rectify or remedy by the directed times, the COMPANY may have the rectification or remedial action carried out by a third party and charge the SUPPLIER for the costs thereof, but without prejudice to any other rights and remedies the COMPANY may have under the CONTRACT or at law.

9.4 In the event of any repair or replacement as aforesaid, the WARRANTY PERIOD shall extend to such repaired or replaced GOODS for a new period of same duration as initially stipulated, from the date of acceptance of same by the COMPANY.

9.5 The SUPPLIER shall not be liable under this article 9 if the defect in the GOODS or other loss or damage results from the failure of the COMPANY to use the GOODS in accordance with the specifications or specific operating conditions specified in the CONTRACT or supplied with the GOODS, if any.

#### **Article 10 – Liens and Claims**

The GOODS supplied by the SUPPLIER GROUP under the CONTRACT shall be free and clear from all liens, claims, and encumbrances. The SUPPLIER shall defend, indemnify and hold harmless each member of the COMPANY GROUP from and against all liens, claims and encumbrances that attach to the GOODS and against all costs, damages and expenses incidental thereto. The COMPANY shall be entitled to, after reasonable notice to the SUPPLIER, pay and discharge any such liens, claims or encumbrances and recover any amount paid from the SUPPLIER as a debt due and owing.

#### **Article 11 – Title and Risk of Loss**

11.1 Risk of loss or damage to the GOODS shall pass to the COMPANY in accordance with the INCOTERMS set out in the CONTRACT. If no INCOTERMS is specified, risk of loss or damage to the GOODS shall pass from the SUPPLIER to the COMPANY upon acceptance of the GOODS by the COMPANY at the DELIVERY LOCATION.

11.2 Title to the GOODS or part thereof shall vest in the COMPANY upon the earlier of:

- (a) when the GOODS or part thereof are first identifiable as being appropriate to the CONTRACT;
- (b) when the COMPANY pays for the GOODS or part thereof; or
- (c) when the GOODS or part thereof are delivered to the COMPANY at the DELIVERY LOCATION or to a destination instructed by the COMPANY.

Notwithstanding the foregoing, the COMPANY shall have the right to reject the title to the GOODS or part thereof that is not in conformity with the requirements of the CONTRACT.

- 11.3 Risk of loss or damage to any GOODS which are rejected by the COMPANY due to its non-conforming with the CONTRACT's requirements, or defective pursuant to article 9, shall re-vest immediately in the SUPPLIER upon rejection of the GOODS by the COMPANY or upon notification of any defect of the GOODS by the COMPANY, as the case may be. Upon return of any such rejected or defective GOODS, the SUPPLIER shall reimburse the COMPANY for any costs incurred by the COMPANY in connection with the delivery or return of those GOODS to the SUPPLIER.

## **Article 12 – INTELLECTUAL PROPERTY**

- 12.1 All designs, drawings and other technical information relating to the GOODS and the INTELLECTUAL PROPERTY therein made or acquired solely by the SUPPLIER prior to or during the preparation of the proposal or tender shall be and remain the SUPPLIER's property unless otherwise set out in the CONTRACT, provided however that the SUPPLIER grants to the COMPANY an irrevocable royalty-free non-exclusive license to use such INTELLECTUAL PROPERTY and the right to extend the license to any subsequent purchaser of the GOODS.
- 12.2 The SUPPLIER shall be solely liable for, and shall defend, indemnify and hold harmless, each member of the COMPANY GROUP and its PERSONNEL from and against all CLAIMS arising out of any actual or alleged infringement or violation of any INTELLECTUAL PROPERTY in connection with the GOODS supplied by each member of the SUPPLIER GROUP under the CONTRACT. This sub-article 12.2 shall not apply to the GOODS that have been specially modified, designed or manufactured to meet COMPANY's drawings and specifications.
- 12.3 If the GOODS or part thereof involved in such CLAIM are prohibited from use, the SUPPLIER shall at his own expense, at the COMPANY's option, either replace or modify them, or purchase the necessary licenses in order to remove the infringement to the satisfaction of the COMPANY.

## **Article 13 – Financial Conditions**

### **13.1 CONTRACT Price**

13.1.1 The rates and prices which the COMPANY has agreed to pay for the GOODS are set out in Exhibit B and, unless expressly provided otherwise in the CONTRACT, are exclusive of value added taxes or similar tax and inclusive of all other taxes (including withholding tax), duties and charges as applicable to the SUPPLIER's performance of the CONTRACT.

13.1.2 Unless expressly provided otherwise in the CONTRACT, all rates and prices stated in the CONTRACT are:

- (a) fixed and firm and shall not be subject to any adjustment, revision or escalation during the CONTRACT term; and
- (b) deemed to be inclusive of everything necessary for the SUPPLIER's complete performance of the CONTRACT.

13.1.3 The SUPPLIER warrants that he has fully taken into consideration within the calculation of his rates and prices any and all costs and expenses which may result from the compliance of CONTRACT's terms and conditions and the SUPPLIER shall not be entitled to any rise of his rates and prices or any claim thereof.

### **13.2 Bank Guarantee**

13.2.1 The SUPPLIER shall, within fifteen (15) days after the EFFECTIVE DATE, provide the COMPANY with an irrevocable bank guarantee (in the form set out in Annex 1) payable on demand of the COMPANY to guarantee his performance and obligations and liabilities

under the CONTRACT. The COMPANY shall not be obliged to make any payments to the SUPPLIER under the CONTRACT until it has received the bank guarantee pursuant to this sub-article 13.2.

13.2.2 The bank guarantee shall be issued by a bank or a bank branch located in Thailand and approved by the COMPANY to provide a bank guarantee.

13.2.3 The SUPPLIER hereby agrees that the bank guarantee shall remain valid and undertakes to extend the validity hereof until the completion of the performance of the CONTRACT (including the warranty period for the GOODS), plus one hundred and twenty (120) days in view to allow claim under the bank guarantee, if any. Should at any time and for any reason such bank guarantee expires or is proven unenforceable, the COMPANY shall be entitled to suspend any and all payments to the SUPPLIER until the SUPPLIER has provided the COMPANY with a new and satisfactory bank guarantee.

13.2.4 The bank guarantee shall be established in the same currency as the CONTRACT prices and its amount shall be equal to..... US Dollars (USD .....) which is ten per cent (10%) of the estimated CONTRACT value.

13.2.5 The COMPANY will only make a claim under the bank guarantee if the SUPPLIER fails to perform any of his obligations or to fulfil any liability arising out of, or in connection with, the CONTRACT.

#### **Article 14 – Invoice, Payment and Audit**

##### **14.1 Issuance of Invoices**

Unless otherwise specified in Exhibit B, the SUPPLIER shall invoice the COMPANY after the GOODS requested in a RELEASE ORDER arrives at the DELIVERY LOCATION. All invoices shall be supported by appropriate documentation and duly approved by the COMPANY's representative.

##### **14.2 Content of Invoices and Billing Procedure**

Unless otherwise advised by the COMPANY in writing, SUPPLIER shall submit complete set of invoices together with supporting documents in accordance with the specified procedure in Exhibit B.

##### **14.3 Payment**

14.3.1 All payments payable under the CONTRACT shall be made:

- (a) in the currency set out in Exhibit B; and
- (b) by bank transfer to a bank account advised by the SUPPLIER.

14.3.2 Unless specified in Exhibit B, all properly established invoices received by the COMPANY in its office from the 1<sup>st</sup> to the 15<sup>th</sup> of each month will be paid within the 15<sup>th</sup> of the following month, and all properly established invoices received by the COMPANY in its office from the 16<sup>th</sup> to the end of the month, will be paid within the end of the following month. If the last day for payment falls on a Saturday, Sunday, public holiday or bank holiday, the payment shall be made on the next working day.

14.3.3 Notwithstanding sub-article 14.3.1(a), payments made under, or in connection with, the CONTRACT shall be subject to applicable banking and currency control regulations of the relevant government. Should any conversion of currencies be required for such payments, the basis for such conversions shall be the average of the closing buying rates "Sight Bill" and selling rates, announced by the Bank of Thailand two (2) working days before the payment date.



14.3.4 Any payment by the COMPANY is made on the condition that the COMPANY reserves the right to subsequently challenge the validity of any invoiced amounts. In particular, the COMPANY's:

- (a) payment for, or acceptance of, any GOODS;
  - (b) payment of, or objection or failure to object to, any invoice; or
  - (c) payment or settlement in resolution of any dispute,
- or any combination thereof shall not be construed as the COMPANY's acceptance of:
- (d) unsatisfactory or defective GOODS; or
  - (e) the accuracy or justification of the SUPPLIER's invoices,
- and shall not constitute a waiver of the COMPANY's rights pursuant to the CONTRACT or otherwise at law.

#### 14.4 Deduction of Money due

The COMPANY may deduct any debt or money due from the SUPPLIER to the COMPANY under the CONTRACT from any monies that may be, or may become, payable to the SUPPLIER by the COMPANY pursuant to the CONTRACT. The COMPANY shall give the SUPPLIER notice of its intention to deduct or set off any monies as aforesaid, and shall furnish the SUPPLIER with reasons therefore. This sub-article 14.4 shall not limit the COMPANY's right to recover these amounts from the SUPPLIER in any other way. This provision shall survive expiration or termination of this CONTRACT.

Payment due to the SUPPLIER may be withheld by the COMPANY on account of unsatisfactory performance of the CONTRACT, the filing of claims against the COMPANY caused by acts or omissions of the SUPPLIER or failure of the SUPPLIER to pay amounts when due for labor or materials used by the SUPPLIER in performing the obligation or amounts due to the subcontractor for the obligation under this CONTRACT. The COMPANY shall release such withheld payment to the SUPPLIER when such default by the SUPPLIER has been rectified and satisfied by the COMPANY.

#### 14.5 Disputed Invoices

14.5.1 If the COMPANY disputes all or part of any invoice, it shall return the invoice to the SUPPLIER specifying in writing the reasons for its rejection within three (3) weeks of the receipt of the invoice.

14.5.2 The SUPPLIER may then either:

- (a) send back any revised invoice to the satisfaction of the COMPANY;
- (b) issue a credit note to the satisfaction of the COMPANY referring to the disputed portion of the invoice; or
- (c) send back an invoice covering the non-disputed portion. The invoice for the disputed portion may be sent, as the case may be, after the settlement of the dispute.

#### 14.6 Limit of Time for Invoicing

The COMPANY reserves the right to refuse any invoices submitted by the SUPPLIER more than three (3) months after the date at which he should have been invoiced in accordance with the CONTRACT.

#### 14.7 SUPPLIER's Claims

Any possible claim of the SUPPLIER shall be submitted at the time of the occurrence of the originating event and at the latest within one (1) month of the commencement of such event, failing which the SUPPLIER shall be debarred from any entitlement to submit such a claim.

#### 14.8 COMPANY's Right to Audit

- 14.8.1 The SUPPLIER shall keep proper books, records and accounts of the CONTRACT during the CONTRACT term and for a period of five (5) years following the termination or expiration of the CONTRACT.
- 14.8.2 The COMPANY may conduct an audit of such books, records and accounts for verification of any sum payable under the CONTRACT. The SUPPLIER shall assist the COMPANY in conducting an audit by granting access, at all reasonable times, to the books, records and accounts maintained by the SUPPLIER.
- 14.8.3 Should the audit shows that any sums have been improperly paid by the COMPANY to the SUPPLIER, such sums shall be reimbursed to the COMPANY by the SUPPLIER within thirty (30) days following such discovery.

#### **Article 15 – Liability and Indemnity**

- 15.1 The SUPPLIER shall be solely liable for, and shall defend, indemnify and hold harmless each member of the COMPANY GROUP from and against, all CLAIMS in respect of loss of or damage to the GOODS until the risk thereof has been transferred to the COMPANY in accordance with the terms of the CONTRACT.
- 15.2 The COMPANY and the SUPPLIER shall each be solely responsible and liable for injury, illness or death of any person and for any and all loss or damage to property of any person and any pollution, caused by itself/himself or its/his equipment/property or its/his PERSONNEL or its/his member of COMPANY GROUP/SUPPLIER GROUP in connection with the performance, mis-performance or non-performance of the CONTRACT, and shall each solely assume all direct and consequential financial losses of its/his liability hereof under the APPLICABLE LAWS. For the avoidance of doubt, if the loss or damage incurred to any person is due to defective GOODS, the SUPPLIER shall be solely responsible and liable for such loss or damage.
- 15.3 Without prejudice to any liquidated damages or other compensation provisions stipulated for delay, non-performance, mis-performance or otherwise under this CONTRACT:
- (a) the COMPANY shall be solely liable for, and shall defend, indemnify and hold harmless each member of the SUPPLIER GROUP from, CONSEQUENTIAL LOSS suffered by any member of the COMPANY GROUP as a result of, or in any way connected with, the performance, mis-performance or non-performance of the CONTRACT, regardless of cause, including negligence, breach of duty or other fault of any member of the SUPPLIER GROUP; and
- (b) the SUPPLIER shall be solely liable for, and shall defend, indemnify and hold harmless each member of the COMPANY GROUP from, CONSEQUENTIAL LOSS suffered by any member of the SUPPLIER GROUP as a result of, or in any way connected with, the performance, mis-performance or non-performance of the CONTRACT, regardless of cause, including negligence, breach of duty or other fault of any member of the COMPANY GROUP.
- 15.4 Liability for Standby Payment

In case that the COMPANY is subject to payment in relation to standby period due to fault attributable to the SUPPLIER GROUP or due to a breach of the SUPPLIER under this CONTRACT, the SUPPLIER shall promptly indemnify the COMPANY for all payment payable by the COMPANY.

#### **Article 16 – Insurance**

The COMPANY and the SUPPLIER shall maintain levels of insurance sufficient to cover their respective liabilities and obligations under the CONTRACT and at law.

## **Article 17 – Termination**

### **17.1 Termination for Convenience**

The COMPANY may at any time terminate all or part of the CONTRACT and/or RELEASE ORDER with immediate effect upon written notice to the SUPPLIER. In such event the COMPANY shall pay, and the SUPPLIER shall accept in settlement of all CLAIMS under the CONTRACT and/or RELEASE ORDER, the purchase price for the GOODS already delivered by the SUPPLIER but not yet paid for. Such payments shall be deemed to include for any other CLAIMS or indemnities and as such shall constitute the sole and full compensation due to the SUPPLIER upon termination.

### **17.2 Termination for Cause**

17.2.1 The COMPANY may terminate all or part of the CONTRACT and/or RELEASE ORDER in the event that the SUPPLIER goes into liquidation other than for the purpose of a bona fide reconstruction, becomes insolvent or makes an arrangement with creditors, or ceases his business function which affects supply of the GOODS, or has any form of distress or execution levied against his goods or property or becomes bankrupt or commits an act of bankruptcy or if a receiver or administrator is appointed in respect of any asset of the SUPPLIER.

17.2.2 If the SUPPLIER:

- (a) fails to deliver the GOODS to the DELIVERY LOCATION within the DELIVERY DATE;
- (b) delivers non-conforming GOODS;
- (c) fails to make progress so as to endanger performance of the CONTRACT; or
- (d) commits a breach of the CONTRACT,

and fails to remedy the breach within seven (7) days (or longer period as the COMPANY may notify in a notice) of receipt of a notice from the COMPANY to that effect, the COMPANY shall be entitled to engage a third party to purchase the same or similar GOODS, the SUPPLIER shall reimburse the additional costs and other expenses incurred by the COMPANY in purchasing the same or similar GOODS from the third party, and the COMPANY may terminate all or part of the CONTRACT and/or RELEASE ORDER by written notice to the SUPPLIER.

17.2.3 In the event of the termination under sub-article 17.2.1 or sub-article 17.2.2:

- (a) the COMPANY's only liability to the SUPPLIER shall be the payment for GOODS already delivered by the SUPPLIER but not yet paid for;
- (b) the COMPANY shall be entitled to the liquidated damages pursuant to article 5, if applicable;
- (c) the COMPANY may purchase the same or similar GOODS from a third party;
- (d) the SUPPLIER shall pay the COMPANY for all losses, damages, charges, costs (including additional costs incurred by the COMPANY in purchasing the same or similar GOODS from a third party) and expenses incurred by the COMPANY as a result of such termination; and
- (e) the COMPANY shall be entitled to call upon the bank guarantee immediately. If the amount of the bank guarantee is less than the amount of liquidated damages under sub-article 17.2.3(b) plus the losses, damages, charges, costs and expenses under sub-article 17.2.3(d), the difference shall be compensated by the SUPPLIER to the COMPANY. If the amount of the bank guarantee is more than the amount of liquidated damages under sub-article 17.2.3(b) plus the losses, damages, charges, costs and expenses under sub-article 17.2.3(d), the difference shall be paid back, without interest or other compensation, to the SUPPLIER.

### **Article 18 – FORCE MAJEURE**

- 18.1 Neither PARTY is responsible to the other for any failure to comply with the CONTRACT if and to the extent that compliance has been delayed or temporarily prevented by a FORCE MAJEURE event which has been notified to the other PARTY.
- 18.2 If the SUPPLIER is prevented from performing his obligations under the CONTRACT by reason of a FORCE MAJEURE event for a cumulative period of fourteen (14) days in any period of twenty one (21) consecutive days, then the COMPANY may at its sole option terminate all or part of the CONTRACT and/or RELEASE ORDER by giving notice to the SUPPLIER.
- 18.3 In the event of the termination under sub-article 18.2, the COMPANY's only liability to the SUPPLIER shall be the payment for the GOODS already delivered by the SUPPLIER but not yet paid for. No termination charges or fees will be payable.

### **Article 19 – Confidentiality**

The terms and conditions of this CONTRACT and any information or data supplied or made available by one PARTY to the other PARTY or brought into existence for the purpose of the CONTRACT are absolutely confidential between the PARTIES and shall not be disclosed to any third party, except as required by law or as shall be necessary for the performance of the CONTRACT provided the SUPPLIER shall ensure that the recipients of such information or data take all necessary measures to protect the confidentiality of such information or data and comply with this article 19. Any disclosure in violation of this article 19 shall be deemed a material breach of this CONTRACT.

### **Article 20 – Assignment and Novation**

#### 20.1 Assignment

- 20.1.1 Subject to sub-article 20.1.2, a PARTY shall not assign any of its/his rights or obligations under the CONTRACT without the prior written consent of the other PARTY, which consent shall not be unreasonably withheld or delayed.
- 20.1.2 The COMPANY may, at any time, assign any of its rights or obligations under the CONTRACT to any of its AFFILIATES or the CO-VENTURERS (if applicable) without the prior written consent of the SUPPLIER, provided the assignee gives an undertaking to be bound by the terms and conditions of the CONTRACT in all respects as if the assignee has been a party to the CONTRACT from the effective of the assignment.

#### 20.2 Novation

The SUPPLIER hereby consents the COMPANY to novate this CONTRACT, at any time, to any of its AFFILIATES or the CO-VENTURERS.

### **Article 21 – NOTICE**

- 21.1 All notices or communications of any kind (hereinafter referred to as “NOTICE”) to be given under this CONTRACT shall be:
- (a) in writing in the English language; and
  - (b) delivered or sent by prepaid registered post or by email to the address or email address as specified in sub-article 21.2 or to such other address or email address as a PARTY notifies to the other PARTY.
- 21.2 The address and email address of each PARTY are:
- (a) COMPANY:

Address: **PTT Exploration and Production Public Company Limited /  
PTTEP Energy Development Company Limited**  
Energy Complex Building A, Floors 6<sup>th</sup>, 19<sup>th</sup>-36<sup>th</sup>,  
555/1 Vibhavadi Rangsit Road,  
Chatuchak, Bangkok 10900, Thailand

Email: .....  
Phone: (662) 537 4000  
Attention: .....  
Position: .....

(b) SUPPLIER:

Address: SUPPLIER's name  
.....  
.....  
.....

Email: .....  
Phone: .....  
Attention: .....

21.3 Unless a later time is specified in it, a NOTICE shall take effect from the time it is received.

21.4 A NOTICE shall be deemed to be received:

- (a) if sent by prepaid registered post, within three (3) working days of posting unless the contrary is proved; or
- (b) if sent by email, when the sender receives an automated message confirming delivery or two (2) hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message the email has not been delivered.

**Article 22 – Business Ethics and Human Rights**

22.1 Business Ethics

22.1.1 The PARTIES shall uphold the highest standards of business ethics in the performance of the CONTRACT. Honesty, fairness and integrity shall be paramount principles in the dealings between the PARTIES.

22.1.2 Neither PARTY shall knowingly involve itself/himself in any business in connection with, or use information arising from, the CONTRACT, in any manner which conflicts with the interests of the other PARTY.

22.1.3 Each PARTY, with regard to the matters which are the subject of the CONTRACT:

- (a) warrants that it/he and its/his PERSONNEL and other member of the COMPANY GROUP or the SUPPLIER GROUP (as applicable) has not made, offered or authorized; and
- (b) agrees that it/he and its/his PERSONNEL and other member of the COMPANY GROUP or the SUPPLIER GROUP (as applicable), shall not make, offer or authorize,

any payment, gift, promise or other advantage, whether directly or through any other person or entity, to, or for the use or benefit of, any person holding a legislative, administrative or judicial office, or any person employed by or acting on behalf of a public agency, public enterprise, public international organization or political party, or any political party official or candidate for office, or any other individual or entity, where such payment, gift, promise or advantage would violate the above warranty or agreement or APPLICABLE LAWS.

## 22.2 Human Rights

In the performance of the CONTRACT, the PARTIES shall comply with:

- (a) United Nations Global Compact's ten principles in the areas of human rights, labor, environment and anti-corruption;
- (b) Universal Declaration of Human Rights; and
- (c) International Labor Organization's Declaration on Fundamental Principles and Rights at Work which covers four fundamental principles and rights at work.

## 22.3 Audit and Investigation

22.3.1 The SUPPLIER shall ensure that all member of the SUPPLIER GROUP shall fully comply with the obligations set forth in this article 22. The SUPPLIER shall allow the COMPANY to audit or investigate any related information or documentation to ensure the compliance of this article 22 by the SUPPLIER.

22.3.2 The SUPPLIER shall promptly notify the COMPANY upon learning of any investigation or any legal proceeding initiated against any member of the SUPPLIER GROUP by any authorities resulting from the breach of this article 22.

## **Article 23 – Governing Law and Dispute Resolution**

### 23.1 Governing Law

The CONTRACT shall be governed by and construed in accordance with the laws of Thailand without giving effect to any conflict of laws principles that may require the application of any other law.

### 23.2 Dispute Resolution

23.2.1 The PARTIES shall attempt to resolve any dispute or difference arising out of or relating to this CONTRACT through negotiations between representatives of the PARTIES, who have authority to settle the same.

23.2.2 If the dispute is not resolved by negotiation, the dispute may be referred to arbitration by any PARTY subject to sending seven (7) days prior notice to the other PARTY. The seat of arbitration shall be Bangkok, Thailand. The language of the arbitration shall be English. The arbitration shall be governed by the Arbitration Rules of the Thai Arbitration Institute, Office of the Judiciary applicable at the time of submission of the matter to arbitration and the conduct of the arbitration thereof shall be under the auspices of the Thai Arbitration Institute.

23.2.3 The award of the arbitral tribunal shall be final and binding. Judgment on the award of the arbitral tribunal may be entered and enforced by any court of competent jurisdiction.

23.2.4 Nothing in this article 23 shall be construed as prohibiting a PARTY from applying to a court for interim injunctive relief.

23.2.5 The commencement of dispute resolution proceedings shall not cause any stoppage or delay in the performance of the CONTRACT.

## **Article 24 – Miscellaneous Provisions**

### 24.1 Entire Agreement



The CONTRACT contains the entire agreement between the PARTIES with respect to the performance of this CONTRACT and supersedes all previous oral and written agreements, representations, warranties, understandings and negotiations made between the PARTIES prior to the execution hereof.

#### 24.2 Obligations of the PARTIES

The obligations of the PARTIES shall not be limited to those set out in the CONTRACT when APPLICABLE LAWS enforce other obligations, provided however that, as far as legally permissible, the CONTRACT shall always take precedence over any APPLICABLE LAWS with which it conflicts or which is expressly excluded by the CONTRACT.

#### 24.3 Waiver

A right created under the CONTRACT or at law may only be waived in writing, signed by the PARTY giving the waiver, and:

- (a) a PARTY's failure to enforce, or delay in enforcing, any of its/his rights under the CONTRACT shall not constitute a waiver of those rights;
- (b) a waiver of a right on one or more occasions shall not operate as a waiver of that right on other occasions; and
- (c) an exercise of a right shall not prevent any further exercise of that right or of any other right.

Notwithstanding the 3<sup>rd</sup> paragraph of Section 381 of Thai Civil and Commercial Code, the SUPPLIER agrees that failure by the COMPANY to reserve its right for liquidated damages under the CONTRACT on acceptance of the GOODS from the SUPPLIER will not prejudice or affect COMPANY's right to claim such liquidated damages later.

#### 24.4 Severability

If any provision (or part thereof) of, or pursuant to, this CONTRACT, is or becomes unlawful, void, or unenforceable, the legality, validity or enforceability of any other part of that provision or any other provision shall not be affected but shall continue in full force and effect.

#### 24.5 General Provision relating to Indemnities

Each indemnity under the CONTRACT is a continuing obligation, separate and independent from the other obligations of the PARTIES, and shall survive the termination or expiration of the CONTRACT.

#### 24.6 Amendments

No amendment to the CONTRACT is valid unless made in writing and executed by the authorized representatives of the PARTIES.

#### 24.7 Survival

Termination or expiration of the CONTRACT shall not release the PARTIES from obligations, which expressly or by their nature survive the termination or expiration of the CONTRACT.

**IN WITNESS WHEREOF**, the PARTIES have caused this CONTRACT to be executed by their duly authorized representatives on the date first above written.

For SUPPLIER

For COMPANY

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Witnessed by:

Witnessed by:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

FOC - Supply of OCTG (Carbon Steel)



**Annex 1**  
**Form of Bank Guarantee**

FOC - Supply of OCTG (Carbon Steel)

## Annex 1

### Form of Bank Guarantee

- I. We, the Undersigned (1) ..... (hereinafter referred to as “**GUARANTOR**”), established at (2) ..... represented by (3) ....., have taken notice of the Contract No. (4) ..... ((5) .....) effective on the (6) ..... day of ..... 20... (hereinafter referred to as “**CONTRACT**”), between (7) ....., a company registered under the laws of Thailand, with its registered office at Energy Complex Building A, Floors 6, 19-36, 555/1 Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand (hereinafter referred to as “**COMPANY**”) and (8) ....., a company registered under the laws of ....., whose registered office is at (9) ....., (hereinafter referred to as “**SUPPLIER**”).
- II. The GUARANTOR hereby irrevocably guarantees that in the event of any default or failure on the part of SUPPLIER to abide by its obligations, indemnities and liabilities under the CONTRACT, the GUARANTOR undertakes on behalf of SUPPLIER to pay to COMPANY any sum or sums not exceeding ..... This guarantee is given at the request of SUPPLIER made to the GUARANTOR in accordance with the CONTRACT.
- III. Each demand by COMPANY for payment under this guarantee shall be made in writing (including telex or cable) to the following address:
- (10) .....,  
 .....,  
 .....
- The GUARANTOR shall promptly notify COMPANY of any change in the above address.
- IV. Each demand under paragraph III above shall indicate the breach of SUPPLIER's obligations under the CONTRACT or SUPPLIER's failure to fulfil any obligations, indemnities or liability arising out of, or in connection with, the CONTRACT.
- V. The GUARANTOR shall make payment hereunder on COMPANY's demand within fifteen (15) days after the date of receipt of COMPANY's demand. The obligation of the GUARANTOR under this guarantee includes a guarantee of payment and not of collection.
- VI. The amount of this guarantee as established pursuant to paragraph II above shall be reduced by the amount of any payments made by GUARANTOR to COMPANY hereunder.
- VII. No alteration in the terms of the CONTRACT made by agreement between SUPPLIER and COMPANY nor any failure by COMPANY to insist on proper performance of the CONTRACT or to pursue all remedies available to it against SUPPLIER shall in any way release the GUARANTOR from all or any part of its liabilities under this guarantee.
- VIII. This guarantee shall remain valid from the effective date of the CONTRACT until ...[the date the performance of the CONTRACT is completed (including the warranty period for GOODS, if any) plus one hundred and twenty (120) days]... (hereinafter referred to as “**EXPIRY DATE**”). After the EXPIRY DATE, all rights of COMPANY under this guarantee shall be forfeited. For the avoidance of doubt, if for any reason the duration of the CONTRACT should extend beyond this EXPIRY DATE, the GUARANTOR agrees on the request of the COMPANY or the CONTRACTOR to extend the validity of this guarantee accordingly.
- IX. This guarantee shall be interpreted in accordance with the laws of the Kingdom of Thailand.

- X. The GUARANTOR represents that this guarantee has been established in such forms and with such content that it is fully and freely enforceable against the GUARANTOR in the manner provided in all paragraphs above.
- XI. The benefit of this Bank Guarantee may be assigned by COMPANY.
- XII. If any provision (or part thereof) of, or pursuant to, this guarantee, is or become unlawful, void, or unenforceable, the legality, validity or enforceability of any other part of that provision or any other provision shall not be affected but shall continue in full force and effect.

(Date) ..... ..

(Common Seal of Signature of the GUARANTOR or such other formality as may be required under the law to render a unilateral promise binding on the GUARANTOR).

- (1) Name of the bank proposed by SUPPLIER and approved by COMPANY
- (2) GUARANTOR's address
- (3) GUARANTOR's authorized representative
- (4) CONTRACT's number
- (5) CONTRACT's title
- (6) Effective date of the CONTRACT
- (7) Name of COMPANY
- (8) Name of SUPPLIER
- (9) SUPPLIER's address
- (10) Bank address for notices

FOC - Supply of OCTG (Carbon Steel)

**Annex 2**  
**Form of RELEASE ORDER**

FOC - Supply of OCTG (Carbon Steel)



<COMPANY NAME>

<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
TEL: <COMPANY TEL>, FAX: <COMPANY FAX>  
http://www.pttep.com  
ABN No: <AU COMPANY NO.>

c/o  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
TEL: <COMPANY TEL>, FAX: <COMPANY FAX>

Barcode

RELEASE ORDER No. <PO Number>

<Order Status>

Vendor : <Vendor Name> Issue Date : <PO Latest Released Date>  
<Vendor Address> Project : <Plant ID>, <Plant Description>  
<Vendor Address> Urgency : <Requirement Priority>  
Tel: <Vendor Tel> Purchaser : <PO Creator Name>  
Fax: <Vendor Fax> Tel: <PO Creator Tel>  
ABN No.: <AU Vendor Company No.> Fax: <PO Creator Fax>  
Email: <PO Creator Email>  
Attention : <Vendor Contact Person>  
Tel: <Vendor Contact Person Tel>  
Fax: <Vendor Contact Person Fax>  
Email: <Vendor Contact Person Email>  
Quotation : <Vendor Quotation No., Date> Contract/MA No. : <Contract Number>  
Contract Period : <Effective Date> - <Expiry Date>

Please supply the goods/services specified under the terms & conditions stipulated in this order.  
The General Terms and Conditions including other documents attached herewith are deemed part of this order.

Title : <Header Text (Contract Title)>

Line	Item Code	Description	Unit	Quantity	Unit Price (<Currency>)	Amount (<Currency>)
10	XX00.00.00.000.0	<Material Description> (1 line space) Other Charges: <Item Level Planned Delivery Cost> (Title and content shown if any) 0,000,000,000.00 Delivery Date: <Delivery Date> (title and content shown if delivery dates of all items are not the same) <Material PO Text> (content shown if any) MaterialPOTextMaterialPOTextMaterialPOTextMaterialPOTextMaterialPOTextMa <Item Text> (content shown if any) Manufacturer: <Manufacturer Name> (Title and content shown if any) Manufacturer Part #: <Manufacturer Part Number> (Title and content shown if any) (1 line space)	XXXXX	00,000.00	00,000,000.00	0,000,000,000.00
20	XX00.00.00.000.0	<Material Description> (1 line space) Other Charges: <Item Level Planned Delivery Cost> (Title and content shown if any) 0,000,000,000.00 Delivery Date: <Delivery Date> (title and content shown if delivery dates of all items are not the same) <Material PO Text> (content shown if any) MaterialPOTextMaterialPOTextMaterialPOTextMaterialPOTextMaterialPOTextMa <Item Text> (content shown if any) Manufacturer: <Manufacturer Name> (Title and content shown if any) Manufacturer Part #: <Manufacturer Part Number> (Title and content shown if any) (1 line space)	XXXXX	00,000.00	00,000,000.00	0,000,000,000.00
30	XX00.00.00.000.0	<Material Description> (1 line space) Other Charges: <Item Level Planned Delivery Cost> (Title and content shown if any) Delivery Date: <Delivery Date> (title and content shown if delivery dates of all items are not the same) <Material PO Text> (content shown if any) MaterialPOTextMaterialPOTextMaterialPOTextMaterialPOTextMaterialPOTextMa <Item Text> (content shown if any) Manufacturer: <Manufacturer Name> (Title and content shown if any) Manufacturer Part #: <Manufacturer Part Number> (Title and content shown if any) (1 line space)	XXXXX	00,000.00	00,000,000.00	0,000,000,000.00



<COMPANY NAME>

<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
TEL: <COMPANY TEL>, FAX: <COMPANY FAX>  
http://www.pttep.com  
ABN No: <AU COMPANY NO.>

c/o  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
TEL: <COMPANY TEL>, FAX: <COMPANY FAX>



RELEASE ORDER No. <PO Number>

<Order Status>

Line	Item Code	Description	Unit	Qty	Unit Price (<Currency>)	Amount (<Currency>)
40	XX00.00.00.000.0	<Material Description> (1 line space) <b>Other Charges:</b> <Item Level Planned Delivery Cost> (Title and content shown if any) <b>Delivery Date:</b> <Delivery Date> (title and content shown if delivery dates of all items are not the same) <Material PO Text> (content shown if any) MaterialPOTextMaterialPOTextMaterialPOTextMaterialPOTextMaterialPOTextMa <Item Text> (content shown if any) <b>Manufacturer:</b> <Manufacturer Name> (Title and content shown if any) <b>Manufacturer Part #:</b> <Manufacturer Part Number> (Title and content shown if any) (1 line space)	XXXXX	00,000.00	00,000,000.00	0,000,000,000.00
50	XX00.00.00.000.0	<Material Description> (1 line space) <b>Other Charges:</b> <Item Level Planned Delivery Cost> (Title and content shown if any) <b>Delivery Date:</b> <Delivery Date> (title and content shown if delivery dates of all items are not the same) <Material PO Text> (content shown if any) MaterialPOTextMaterialPOTextMaterialPOTextMaterialPOTextMaterialPOTextMa <Item Text> (content shown if any) <b>Manufacturer:</b> <Manufacturer Name> (Title and content shown if any) <b>Manufacturer Part #:</b> <Manufacturer Part Number> (Title and content shown if any) (1 line space)	XXXXX	00,000.00	00,000,000.00	0,000,000,000.00
60	XX00.00.00.000.0	<Material Description> (1 line space) <b>Other Charges:</b> <Item Level Planned Delivery Cost> (Title and content shown if any) <b>0,000,000,000.00</b> <b>Delivery Date:</b> <Delivery Date> (title and content shown if delivery dates of all items are not the same) <Material PO Text> (content shown if any) MaterialPOTextMaterialPOTextMaterialPOTextMaterialPOTextMaterialPOTextMa <Item Text> (content shown if any) <b>Manufacturer:</b> <Manufacturer Name> (Title and content shown if any) <b>Manufacturer Part #:</b> <Manufacturer Part Number> (Title and content shown if any) (1 line space)	XXXXX	00,000.00	00,000,000.00	0,000,000,000.00
No.	<b>Other Charges [Remark: This section to be shown if there is planned cost at header level ]</b>					<b>Amount (&lt;Currency&gt;)</b>
1	<Header Level Planned Delivery Cost>					0,000,000,000.00
2	<Header Level Planned Delivery Cost>					0,000,000,000.00
3	<Header Level Planned Delivery Cost>					0,000,000,000.00
...	...					...
<b>Total Amount:</b>						<b>0,000,000,000.00</b>
<b>Currency</b> : <Currency Desc> (<Currency>)			<b>Incoterm</b> : <Incoterm Code>, <Incoterm Place>			
<b>Price &amp; Tax</b> : [Remark: See below content]			<b>Delivery Date</b> : <Delivery Date>			
<b>Payment Term</b> : <Payment Term>			<b>Delivery Place</b> : <Delivery Place>			



**<COMPANY NAME>**

<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
TEL: <COMPANY TEL>, FAX: <COMPANY FAX>  
http://www.pttep.com  
ABN No: <AU COMPANY NO.>

c/o  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
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**RELEASE ORDER No. <PO Number>**

**(<Order Status>)**

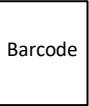
- Terms & Conditions** : This order is issued in accordance with and governed by the terms and conditions of the contract/MA number **<Contract Number>** between COMPANY and VENDOR.
  
- Delivery Condition** : On the delivery date, the delivery note and duplicate of tax invoice, showing description, quantity and unit price of goods/materials, shall be submitted to COMPANY with the goods/materials. Absence of the documents will cause delay in payment.
  
- Ex Work Factory** : **[Remark: Title and content to be displayed only in case ExW is selected as incoterm]**  
 When the goods are ready, VENDOR is requested to contact COMPANY’s forwarder to collect the goods from VENDOR’s warehouse. Upon delivery of the goods, VENDOR shall send a fax of the signed delivery note or packing list and pro forma invoice to  
**<Company Name>**  
 Attention: <PO Creator Name>, Purchaser **[SAP user –full name]**
  
- Forwarder** : **[Remark: Title and content to be displayed only in case a forwarder is specified as partner function in PO]**  
 VENDOR is requested to contact  
**<Forwarder Name>**  
 <Forwarder Address>  
 <Forwarder Address>  
 <Forwarder Address>  
 Tel: <Forwarder Tel.>  
 Fax: <Forwarder Fax>  
 On delivery of goods to COMPANY’s forwarder, VENDOR shall send a copy of the signed delivery note and invoice via fax or email to  
**<Company Name>**  
 Attention: <PO Creator Name>, Purchaser
  
- Shipping Instruction** : **[Remark: Title and content above to be displayed only in case there is content in the text field]**  
 Vendor shall comply with the attached shipping instruction for <Shipping Instruction Type>
  
- Payment Term** : **[Remark: Always display content which is varied by Purchasing Org]**  
**If Thailand**  
 <Text field “Payment Term”>  
 Invoice shall
  - Bear **COMPANY’s purchase order/service order number**
  - Bear **project name: <plant ID> <plant description>**
  - Be in name of and mail to  
**<Company Name>**  
 <Company Address>  
 <Company Address>  
 Attention: Accounting Department**If Myanmar**  
 <Text field “Payment Term”>  
 Invoice shall
  - Bear **COMPANY’s purchase order/service order number**
  - Bear **project name: <plant ID> <plant description>**
  - Be in name of and mail to  
**<Company Name>**



**<COMPANY NAME>**

<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
TEL: <COMPANY TEL>, FAX: <COMPANY FAX>  
http://www.pttep.com  
ABN No: <AU COMPANY NO.>

c/o  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
TEL: <COMPANY TEL>, FAX: <COMPANY FAX>



**RELEASE ORDER No. <PO Number>**

**<Order Status>**

<Company Address>  
<Company Address>  
Attention: Finance Manager

**If Australia**

Invoice shall  
- Bear **COMPANY's purchase order/service order number**  
- Bear **project name: <plant ID> <plant description>**  
- Be in name of  
**<Company Name>**  
**ABN No. <Company Business No.>**  
<Company Address>  
<Company Address>  
- Email to **accounts@au.pttep.com**

**If Algeria**

<Text field "Payment Term">  
Invoice shall  
- Bear **COMPANY's purchase order/service order number**  
- Bear **project name: <plant ID> <plant description>**  
- Be in name of and mail to  
**<Company Name>**  
<Company Address>  
<Company Address>  
Attention: Finance Manager

**If Oman**

<Text field "Payment Term">  
Invoice shall  
- Bear **COMPANY's purchase order/service order number**  
- Bear **project name: <plant ID> <plant description>**  
- Be in name of and mail to  
**<Company Name>**  
<Company Address>  
<Company Address>  
Attention: Finance Manager

**If Indonesia**

<Text field "Payment Term">  
Invoice shall  
- Bear **COMPANY's purchase order/service order number**  
- Bear **project name: <plant ID> <plant description>**  
- Be in name of and mail to  
**<Company Name>**  
<Company Address>  
<Company Address>  
Attention: Finance Department

**If Bahrain**





<COMPANY ADDRESS>  
 <COMPANY ADDRESS>  
 <COMPANY ADDRESS>  
 TEL: <COMPANY TEL>, FAX: <COMPANY FAX>  
 http://www.pttep.com  
 ABN No: <AU COMPANY NO.>

c/o  
 <COMPANY ADDRESS>  
 <COMPANY ADDRESS>  
 <COMPANY ADDRESS>  
 TEL: <COMPANY TEL>, FAX: <COMPANY FAX>



**RELEASE ORDER No. <PO Number>**

**<Order Status>**

<Text field "Payment Term">

Invoice shall

- Bear **COMPANY's purchase order/service order number**
- Bear **project name: <plant ID> <plant description>**
- Be in name of and mail to

**<Company Name>**

<Company Address>

<Company Address>

Attention: Finance and Accounting Manager

**Acknowledgement and Acceptance of Order**

: **[Remark: Always display content which is varied by Purchasing Org if Thailand, Myanmar, Algeria, Bahrain, Indonesia**

VENDOR shall acknowledge receipt of this order **within 2 working days** by returning the signed order to purchaser in charge via email <PO Creator Email> in PDF format or fax no. <PO Creator Fax No.>. Payment of VENDOR's invoice is subject to the order acknowledgement.

**if Oman**

VENDOR shall acknowledge receipt of this order **within 2 working days** by returning the "Original" signed order to COMPANY's office by courier or hand carry.

**if Australia**

VENDOR shall acknowledge receipt and send an acceptance on this order by email to [acceptedpurchaseorders@au.pttep.com](mailto:acceptedpurchaseorders@au.pttep.com).

In the event that VENDOR does not send an acceptance by email or the transmission fails, vendor shall be deemed to accept this order on the earlier of the date VENDOR commences the service or the delivery date of goods or rental items to COMPANY.

**FOR COMPANY USE ONLY**

**Requester/Dept.** : <Requisitioner Name>, <Tracking No.>

**Deliver To/Attn.** : <Unloading Point>

**Procurement Officer** : **[Remark: Title and content to be displayed for "Release Order" only]**  
 <Contract Purchasing Group>, <Contract Purchasing Group Description>

**ADDITIONAL INFORMATION**

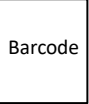
< Text Field "Additional Information">



**<COMPANY NAME>**

<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
TEL: <COMPANY TEL>, FAX: <COMPANY FAX>  
http://www.pttep.com  
ABN No: <AU COMPANY NO.>

c/o  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
<COMPANY ADDRESS>  
TEL: <COMPANY TEL>, FAX: <COMPANY FAX>



**RELEASE ORDER No. <PO Number>**

**(<Order Status>)**

**Acknowledge and comply with terms and conditions of order**

**This order is generated and approved electronically and is legally binding without the signature of COMPANY's authority**

[Remark: display content which is varied by **Purchasing Org** only in case the PO is final approved.

**If Thailand, Myanmar, Australia, Oman, Algeria,**

Above text

**If Indonesia**

**"Approved by COMPANY's authorized person" shown on PO with 'Released' status only. Otherwise, leave blank**

\_\_\_\_\_  
( VENDOR's Signature and Seal )

\_\_\_\_\_  
(<PO final approver name>) – all country-check p'tum  
COMPANY's Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Annex 3**  
**Integrity Pact**

FOC - Supply of OCTG (Carbon Steel)

## ข้อตกลงคุณธรรม (Integrity Pact)

### ความร่วมมือป้องกันการทุจริตในการจัดซื้อจัดจ้างภาครัฐ (ระหว่างหน่วยงานของรัฐเจ้าของโครงการ ผู้ประกอบการและผู้สังเกตการณ์)

ข้อตกลงคุณธรรมฉบับนี้ทำขึ้นระหว่าง บริษัท ปตท.สำรวจและผลิตปิโตรเลียม จำกัด (มหาชน) และบริษัท ปตท.สผ. เอนเนอร์ยี ดีเวลลอปเม้นท์ จำกัด ซึ่งเป็นหน่วยงานของรัฐ ซึ่งต่อไปในข้อตกลงคุณธรรมนี้เรียกว่า "หน่วยงานของรัฐเจ้าของโครงการ" ฝ่ายหนึ่ง กับ .....  
ซึ่งเป็นผู้ประกอบการ จดทะเบียนเป็นนิติบุคคล ณ ..... มีสำนักงานใหญ่อยู่เลขที่ ..... ถนน..... ตำบล/แขวง..... อำเภอ/เขต..... จังหวัด..... โดย..... ผู้มีอำนาจลงนามผูกพันนิติบุคคลปรากฏตามสำเนาหนังสือรับรองของสำนักงานทะเบียนหุ้นส่วนบริษัท ..... ลงวันที่..... (และสำเนาหนังสือมอบอำนาจลงวันที่.....) แนบท้ายข้อตกลงคุณธรรมนี้ (ในกรณีที่ผู้ประกอบการเป็นบุคคลธรรมดาให้ใช้ข้อความว่า กับ..... ซึ่งเป็นผู้ประกอบการ อยู่บ้านเลขที่..... ถนน..... ตำบล/แขวง..... อำเภอ/เขต..... จังหวัด..... ผู้ถือบัตรประจำตัวประชาชนเลขที่..... ดังปรากฏตามสำเนาบัตรประจำตัวประชาชนแนบท้ายข้อตกลงคุณธรรมนี้) ซึ่งต่อไปในข้อตกลงคุณธรรมนี้เรียกว่า "ผู้ประกอบการ" ฝ่ายหนึ่ง และ ดร. วิฑูร เจียมจิตต์ตรง, นายชัชวาลย์ ชาศรียวณิชย์, และนางวรภา มนต์อารักษ์ ซึ่งต่อไปในข้อตกลงคุณธรรมนี้เรียกว่า "ผู้สังเกตการณ์" อีกฝ่ายหนึ่ง

เนื่องด้วย หน่วยงานของรัฐเจ้าของโครงการจะดำเนินการจัดทำสัญญาจัดซื้อจัดจ้าง "Supply of OCTG to support Offshore Drilling Operations (Carbon Steel Product) for delivery in Q1 2023" ซึ่งต่อไปในข้อตกลงคุณธรรมนี้เรียกว่า "โครงการ" ภายใต้กระบวนการที่กำหนดตามกฎหมายและกฎระเบียบต่าง ๆ ที่เกี่ยวข้องกับการจัดซื้อจัดจ้างภาครัฐ จึงมีความประสงค์ที่จะสร้างความร่วมมือป้องกันการทุจริตในการจัดซื้อจัดจ้างในโครงการ เพื่อให้การใช้เงินงบประมาณเป็นไปอย่างคุ้มค่าและมีประสิทธิภาพ และปฏิบัติการจัดซื้อจัดจ้างด้วยความสุจริต โปร่งใส และเป็นธรรมยิ่งขึ้น จึงกำหนดให้ผู้ประกอบการเฉพาะที่ได้ร่วมลงนามในข้อตกลงคุณธรรมนี้เท่านั้น เป็นผู้ที่มีสิทธิเข้าร่วมกระบวนการจัดซื้อจัดจ้างในโครงการ

และโดยที่หน่วยงานของรัฐเจ้าของโครงการและผู้ประกอบการเห็นพ้องต้องกันว่า ผู้สังเกตการณ์มีส่วนสำคัญในความร่วมมือป้องกันการทุจริตในกระบวนการจัดซื้อจัดจ้างภาครัฐในโครงการ

หน่วยงานของรัฐเจ้าของโครงการ ผู้ประกอบการ และผู้สังเกตการณ์ จึงร่วมกันทำข้อตกลงคุณธรรมนี้ โดยรับรองว่า จะร่วมมือกันปฏิบัติตามประกาศคณะกรรมการความร่วมมือป้องกันการทุจริต เรื่อง แนวทางและวิธีการในการดำเนินงานโครงการความร่วมมือป้องกันการทุจริตในการจัดซื้อจัดจ้างภาครัฐ แบบของข้อตกลงคุณธรรม การคัดเลือกผู้สังเกตการณ์ และการจัดทำรายงานตามมาตรา ๑๗ และ มาตรา ๑๘ แห่งพระราชบัญญัติการจัดซื้อจัดจ้างและการบริหารพัสดุภาครัฐ พ.ศ. ๒๕๖๐ ประกาศ



ณ วันที่ ๕ กรกฎาคม พ.ศ. ๒๕๖๑ และที่มีการแก้ไขเพิ่มเติม หรือที่ประกาศขึ้นใหม่ ซึ่งต่อไปในข้อตกลงคุณธรรมนี้เรียกว่า "ประกาศ" รวมทั้งจักดำเนินการตามเงื่อนไขที่กำหนด ดังต่อไปนี้

#### ๑. หน่วยงานของรัฐเจ้าของโครงการ

โดยที่หน่วยงานของรัฐเจ้าของโครงการมีเจตจำนงอันแรงกล้าที่จะใช้หลักการทางคุณธรรมเป็นเครื่องช่วยให้เกิดความร่วมมือและร่วมใจระหว่างทุกฝ่ายอันจะเกิดผลให้กระบวนการจัดซื้อจัดจ้างในโครงการปลอดจากการทุจริต หรือการกระทำโดยมิชอบทั้งปวง เพื่อให้การใช้งบประมาณสำหรับการดำเนินงานตามโครงการเป็นไปอย่างคุ้มค่า มีประสิทธิผล และเกิดประโยชน์แก่ประเทศชาติและประชาชนอย่างแท้จริง จึงขอให้คำมั่นสัญญาในการปฏิบัติตามข้อตกลงคุณธรรมไว้ดังนี้

๑.๑ จักเปิดเผยข้อมูลที่เกี่ยวข้องกับการจัดซื้อจัดจ้างภาครัฐ ตามขั้นตอนที่กำหนด เช่น (๑) แผนการจัดซื้อจัดจ้างของโครงการ (๒) ขอบเขตของงาน (Terms of Reference : TOR) (๓) ประกาศการจัดซื้อจัดจ้าง/ประกาศเชิญชวน ร่างเอกสารประกวดราคา (๔) ประกาศราคากลาง (ราคาอ้างอิง) (๕) รายชื่อผู้รับ/ชื่อเอกสาร (๖) รายชื่อผู้ยื่นเอกสารการเสนอราคา (๗) สรุปข้อมูลการเสนอราคาเบื้องต้น (๘) รายชื่อผู้ผ่านการพิจารณาคุณสมบัติและข้อเสนอด้านเทคนิค (๙) รายชื่อผู้ชนะการเสนอราคาและราคาที่ตกลงซื้อหรือจ้าง (๑๐) สัญญา (๑๑) การแก้ไขสัญญา (๑๒) การส่งมอบงาน (๑๓) การตรวจรับงาน (๑๔) การจ่ายเงิน (๑๕) ข้อร้องเรียนและผลการพิจารณาข้อร้องเรียน โดยเผยแพร่ไว้ในระบบเครือข่ายสารสนเทศของหน่วยงาน และกรมบัญชีกลางผ่านระบบจัดซื้อจัดจ้างภาครัฐด้วยอิเล็กทรอนิกส์ (Electronic Government Procurement : e-GP) เพื่อเปิดโอกาสให้ประชาชนทั่วไปสามารถมีส่วนร่วมในการตรวจสอบกระบวนการจัดซื้อจัดจ้างภาครัฐได้

๑.๒ จักปฏิบัติต่อผู้ประกอบการซึ่งเป็นผู้เข้าร่วมเสนอราคาทุกรายอย่างเท่าเทียมกัน เช่น ให้ข้อมูลเดียวกันกับผู้เข้าร่วมเสนอราคาทุกราย กรณีที่มีความจำเป็นต้องกำหนดรายละเอียดเพิ่มเติม หรือมีการแก้ไขคุณลักษณะเฉพาะที่เป็นสาระสำคัญ ซึ่งมีได้กำหนดไว้ในเอกสารตั้งแต่ต้น หน่วยงานของรัฐเจ้าของโครงการจะต้องจัดทำเป็นเอกสารประกวดราคาเพิ่มเติม รวมทั้ง แจกเป็นหนังสือให้ผู้ที่ได้รับหรือได้ซื้อเอกสารประกวดราคาไปแล้วทุกรายทราบ และไม่ให้ข้อมูลที่เป็นการลับ หรือที่ให้ประโยชน์กับผู้เข้าร่วมเสนอราคารายหนึ่งรายใด ที่จะทำให้เกิดข้อได้เปรียบเสียเปรียบกับผู้เข้าร่วมเสนอราคาในขั้นตอนการเสนอราคา หรือการดำเนินการตามสัญญา ทั้งนี้ เพื่อสนับสนุนให้เกิดการแข่งขันอย่างเป็นธรรม เป็นต้น

๑.๓ จักกำหนดมาตรการป้องกันมิให้เกิดพฤติกรรม หรือการกระทำใด ๆ ระหว่างหน่วยงานของรัฐเจ้าของโครงการ หรือกรรมการ หรือผู้บริหาร หรือเจ้าหน้าที่ของหน่วยงานของรัฐเจ้าของโครงการ กับผู้ประกอบการที่จะเข้ายื่นข้อเสนอในโครงการ หรือซึ่งเป็นผู้เข้าร่วมเสนอราคา หรือผู้ทำสัญญาในโครงการ ในลักษณะที่อาจทำให้บุคคลอื่น หรือสาธารณชนเกิดข้อสงสัยว่าส่อไปในทางทุจริต หรืออาจนำไปสู่การทุจริตในการปฏิบัติหน้าที่ หรือในกระบวนการจัดซื้อจัดจ้างภาครัฐในโครงการ พร้อมทั้ง มาตรการป้องกันมิให้มีการเรียก - รับ หรือยอมจะรับทรัพย์สิน หรือประโยชน์อื่นใดไม่ว่าเพื่อตนเอง หรือผู้อื่นในการกำหนดเงื่อนไข หรือผลประโยชน์ตอบแทน เพื่อช่วยเหลือให้ผู้ที่จะเข้ายื่นข้อเสนอ หรือผู้เข้าร่วมเสนอราคาในโครงการรายใดได้มีสิทธิเข้าทำสัญญากับหน่วยงานของรัฐเจ้าของโครงการโดยไม่เป็น



ธรรม หรือกีดกันผู้ที่เข้ายื่นข้อเสนอ หรือผู้เข้าร่วมเสนอราคาในโครงการรายไดมิให้มีโอกาสเข้าแข่งขันในการยื่นข้อเสนอ หรือเสนอราคาอย่างเป็นธรรม

๑.๔ จักอนุญาตและอำนวยความสะดวกให้ผู้สังเกตการณ์เข้าร่วมสังเกตการณ์การทำงาน หรือการประชุมที่เกี่ยวข้องกับการจัดซื้อจัดจ้างภาครัฐ และเปิดเผยข้อมูลและเอกสารที่เกี่ยวข้องในกระบวนการจัดซื้อจัดจ้างภาครัฐให้ผู้สังเกตการณ์ทราบ ตลอดระยะเวลาของโครงการในทุกขั้นตอนของการจัดซื้อจัดจ้าง ซึ่งรวมถึงขั้นตอนดังต่อไปนี้ (๑) แผนการจัดซื้อจัดจ้างของโครงการ (๒) การจัดทำร่างขอบเขตของงาน (TOR) (๓) การจัดทำร่างเอกสารประกวดราคา ประกาศการจัดซื้อจัดจ้าง ประกาศเชิญชวน (4) การกำหนดราคากลาง (ราคาอ้างอิง) (5) การตรวจสอบคุณสมบัติผู้เสนอราคา การตรวจสอบเอกสารข้อเสนอทางเทคนิคและราคา การต่อรองราคา การพิจารณาอุทธรณ์ หรือทุกขั้นตอนของการดำเนินการจัดซื้อจัดจ้าง (6) การจัดทำสัญญา (7) การแก้ไขสัญญา (8) การตรวจรับงานตามสัญญาจัดซื้อจัดจ้าง ทั้งนี้ หน่วยงานของรัฐเจ้าของโครงการต้องกำหนดการประชุมและให้ข้อมูลที่เพียงพอเกี่ยวกับการประชุมใด ๆ ที่มีขึ้นของหน่วยงานของรัฐเจ้าของโครงการ หรือระหว่างหน่วยงานของรัฐเจ้าของโครงการกับผู้ที่จะเข้ายื่นข้อเสนอ หรือผู้เข้าร่วมเสนอราคา หรือผู้ทำสัญญา ให้ผู้สังเกตการณ์ได้ทราบล่วงหน้า เพื่อให้ผู้สังเกตการณ์ได้ทำหน้าที่และร่วมสังเกตการณ์ได้อย่างมีประสิทธิภาพ

๑.๕ จักกำหนดมาตรการและช่องทางที่สะดวกต่อการปฏิบัติสำหรับผู้พบเห็นว่า กรรมการ หรือผู้บริหาร หรือเจ้าหน้าที่ หรือผู้มีส่วนเกี่ยวข้องกับการจัดซื้อจัดจ้างผู้ใดมิได้ปฏิบัติตามข้อตกลงคุณธรรมนี้ หรือได้กระทำการใด ๆ ที่ไม่เป็นไปตามที่ข้อตกลงคุณธรรมนี้กำหนด หรือพบเห็นพฤติกรรมที่ส่อไปในทางทุจริต หรืออาจนำไปสู่การทุจริตได้ ให้สามารถแจ้งหน่วยงานของรัฐเจ้าของโครงการ นอกจากนี้อาจแจ้งไปยังหน่วยงานที่เกี่ยวข้อง เช่น สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตแห่งชาติ สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตในภาครัฐ กรมสอบสวนคดีพิเศษ สำนักงานการตรวจเงินแผ่นดิน เป็นต้น ให้พิจารณาดำเนินการตามอำนาจหน้าที่ โดยหน่วยงานของรัฐเจ้าของโครงการอาจพิจารณาดำเนินการทางวินัยควบคู่ไปด้วยก็ได้หากผู้ที่เกี่ยวข้องนั้นเป็นเจ้าหน้าที่ของรัฐในสังกัด

## ๒. ผู้ประกอบการ

โดยที่ผู้ประกอบการตระหนักดีว่า ผู้ประกอบการที่มีคุณธรรมเป็นผู้มีบทบาทสำคัญยิ่งในความร่วมมือป้องกันการทุจริตในการจัดซื้อจัดจ้างภาครัฐ เพื่อให้การดำเนินโครงการในทุกขั้นตอนปลอดจากการทุจริต หรือการกระทำโดยมิชอบทั้งปวง สมดังเจตจำนงของหน่วยงานของรัฐเจ้าของโครงการ จึงขอให้คำมั่นสัญญาในการปฏิบัติตามข้อตกลงคุณธรรมไว้ ดังนี้

๒.๑ จักปฏิบัติตามมาตรการและวิธีการดำเนินงานที่จำเป็น เพื่อป้องกันการทุจริตในการจัดซื้อจัดจ้างภาครัฐและสนับสนุนให้กระบวนการจัดซื้อจัดจ้างภาครัฐเป็นไปด้วยความสุจริต โปร่งใส และเป็นธรรม โดยกำหนดให้มั่นนโยบายต่อต้านการทุจริต พร้อมทั้ง สื่อสารนโยบายต่อต้านการทุจริตให้ทั่วถึง ทั้งองค์กรของผู้ประกอบการ

๒.๒ จักไม่กระทำการใด ๆ ที่เป็นการให้ เสนอให้ หรือรับว่าจะให้ทรัพย์สิน หรือประโยชน์อื่นใดแก่กรรมการ หรือผู้บริหาร หรือเจ้าหน้าที่ของหน่วยงานของรัฐเจ้าของโครงการ หรือผู้มีส่วนเกี่ยวข้องกับ การจัดซื้อจัดจ้างในโครงการ หรือผู้ที่ จะเข้ายื่นข้อเสนอ หรือผู้เข้าร่วมเสนอราคารายอื่น เพื่อจูงใจให้กระทำการ ไม่กระทำการ หรือประวิงการกระทำใด ๆ อันมิชอบ ไม่ว่าในทางตรงหรือทางอ้อม หรือสมยอมกัน ในการเสนอราคาต่อหน่วยงานของรัฐเจ้าของโครงการ หรือในกระบวนการจัดซื้อจัดจ้าง หรือในการปฏิบัติตามสัญญา ทั้งก่อน ระหว่างการเสนอราคา และหลังการทำสัญญาจัดซื้อจัดจ้าง

๒.๓ จักยินยอมและอำนวยความสะดวกให้ผู้สังเกตการณ์เข้าร่วมสังเกตการณ์ เข้าถึง ข้อมูลและเอกสาร และตรวจสอบโครงการได้ในขั้นตอนต่าง ๆ เช่นเดียวกับหน่วยงานของรัฐเจ้าของโครงการ รวมถึงการตรวจรับงาน

๒.๔ กรณีหากผู้ประกอบการได้ทำสัญญาในโครงการ จักต้องรับผิดชอบการกระทำ ของผู้รับเหมาช่วงใด ๆ ของผู้ประกอบการ (ถ้ามี) เสมือนเป็นการกระทำของผู้ประกอบการเอง และจักต้อง จัดการให้ผู้รับเหมาช่วงเหล่านั้นต้องมีหน้าที่ปฏิบัติเสมือนเป็นผู้ร่วมลงนามในข้อตกลงคุณธรรมนี้ด้วย

๒.๕ ในกรณีที่ผู้ประกอบการพบว่า ผู้ที่จะเข้ายื่นข้อเสนอ หรือผู้เข้าร่วมเสนอราคา หรือผู้ทำสัญญา หรือตัวแทนในโครงการนี้รายใดมิได้ปฏิบัติตามข้อตกลงคุณธรรม หรือได้กระทำการใด ๆ ที่ไม่เป็นไปตามที่ข้อตกลงคุณธรรมกำหนด หรือพบเห็นพฤติกรรมที่ส่อไปในทางทุจริต หรืออาจนำไปสู่การ ทุจริตได้ จักแจ้งให้หน่วยงานของรัฐเจ้าของโครงการทราบ นอกจากนี้อาจแจ้งไปยังหน่วยงานอื่น ๆ ที่ เกี่ยวข้อง เช่น สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตแห่งชาติ สำนักงานคณะกรรมการ ป้องกันและปราบปรามการทุจริตในภาครัฐ กรมสอบสวนคดีพิเศษ สำนักงานการตรวจเงินแผ่นดิน เป็นต้น ให้พิจารณาดำเนินการตามอำนาจหน้าที่

### ๓. ผู้สังเกตการณ์ (Observer)

โดยที่ผู้สังเกตการณ์รับรู้ว่า ผู้สังเกตการณ์ที่มีความเป็นอิสระ มีความเป็นกลาง มี คุณธรรม และมีความรู้ความสามารถในวิชาชีพเฉพาะในทุกด้านที่เกี่ยวข้องกับโครงการ เป็นเสมือนกลไก สำคัญ ในการป้องกันการทุจริตในการจัดซื้อจัดจ้าง เพื่อให้การดำเนินโครงการในขั้นตอนต่าง ๆ ปลอดภัยจากการทุจริต หรือการกระทำโดยมิชอบทั้งปวง จึงขอให้คำมั่นสัญญาในการปฏิบัติตามข้อตกลง คุณธรรมไว้ ดังนี้

๓.๑ จักเข้าร่วมสังเกตการณ์ในกระบวนการจัดซื้อจัดจ้างตลอดระยะเวลาของโครงการ และทุกขั้นตอนของการดำเนินการจัดซื้อจัดจ้าง ซึ่งรวมถึงขั้นตอนดังต่อไปนี้ (1) แผนการจัดซื้อจัดจ้างโครงการ (๒) การจัดทำร่างขอบเขตของงาน (TOR) (๓) การจัดทำร่างเอกสารประกวดราคา ประกาศการจัดซื้อจัดจ้าง ประกาศเชิญชวน (4) การกำหนดราคากลาง (ราคาอ้างอิง) (5) การตรวจสอบคุณสมบัติผู้เสนอราคา การ ตรวจสอบเอกสารข้อเสนอทางเทคนิคและราคา การต่อรองราคา การพิจารณาข้ออุทธรณ์ หรือทุกขั้นตอน ของการดำเนินการจัดซื้อจัดจ้าง (6) การจัดทำสัญญา (7) การแก้ไขสัญญา (8) การตรวจรับงานตามสัญญา จัดซื้อจัดจ้าง



ผู้สังเกตการณ์มีสิทธิเข้าถึงข้อมูลและเอกสารที่เกี่ยวข้องกับโครงการ โดยทั้งหน่วยงานของรัฐเจ้าของโครงการและผู้ที่จะยื่นข้อเสนอ หรือผู้เข้าร่วมเสนอราคา หรือผู้ทำสัญญา จะต้องให้ความร่วมมืออำนวยความสะดวกในการให้ข้อมูล

๓.๒ จักปฏิบัติหน้าที่โดยอิสระ ซื่อสัตย์สุจริตและเที่ยงธรรม โดยให้การสนับสนุนด้านความรู้ที่ถูกต้องและเป็นประโยชน์ แสดงความคิดเห็นตามหลักวิชาความรู้ โดยไม่มีสิทธิออกเสียงหรือร่วมลงมติ และจักไม่กระทำการใด ๆ อันมิชอบที่จะเป็นเหตุในการขัดขวางกระบวนการจัดซื้อจัดจ้าง

๓.๓ ผู้สังเกตการณ์และสมาชิกในครอบครัวของผู้สังเกตการณ์โดยตรง จักไม่มีส่วนได้เสียหรือมีความสัมพันธ์กับหน่วยงานของรัฐเจ้าของโครงการ บุคคลหรือนิติบุคคล บริษัทและกรรมการบริษัทที่เข้าร่วมเสนอราคา

๓.๔ การรักษาข้อมูลความลับ ดังนี้

๓.๔.๑ จักไม่นำเอกสารและข้อมูลต่าง ๆ ที่ได้รับจากการเป็นผู้สังเกตการณ์ของโครงการไปเปิดเผย เว้นแต่ที่เป็นไปตามแนวทางปฏิบัติที่กล่าวไว้ในข้อตกลงคุณธรรม และการเปิดเผยตามขั้นตอนของการจัดซื้อจัดจ้างที่กฎหมายกำหนด

๓.๔.๒ จักไม่นำเอกสารที่เกี่ยวข้องกับโครงการไปใช้ในการแสวงหาผลประโยชน์ส่วนตัว หรือนำไปใช้ในทางที่มีชอบ หรือให้เป็นประโยชน์แก่บุคคล

๓.๔.๓ หากเปิดเผยข้อมูลที่เป็นความลับทางการค้าโดยมิได้รับอนุญาต เป็นลายลักษณ์อักษรจากคณะกรรมการความร่วมมือป้องกันการทุจริต จะต้องรับผิดชอบต่อความเสียหายที่เกิดขึ้น อันเนื่องมาจากการเปิดเผยข้อมูล หรือการใช้ข้อมูลความลับนั้น

๓.๕ จักลงนามในหนังสือการรักษาข้อมูลเป็นความลับและไม่มีส่วนได้เสียตามฟอร์มที่กำหนดแนบท้ายประกาศ เพื่อให้หน่วยงานของรัฐเจ้าของโครงการเก็บไว้เป็นเอกสารประกอบการลงนามข้อตกลงคุณธรรม

๓.๖ จักดำเนินการตามแนวทางการปฏิบัติงานของผู้สังเกตการณ์ รวมทั้งรายงานผลการสังเกตการณ์ และจัดทำรายงานการประเมินผลโครงการ เพื่อเสนอต่อคณะกรรมการความร่วมมือป้องกันการทุจริต ตามหลักเกณฑ์ วิธีการและรายละเอียดที่กำหนดในประกาศ

๓.๗ ในกรณีที่พบว่า หน่วยงานของรัฐเจ้าของโครงการ ผู้เข้าร่วมเสนอราคา หรือผู้ทำสัญญา หรือตัวแทนรายใดมิได้ปฏิบัติตามข้อตกลงคุณธรรมนี้ หรือได้กระทำการใด ๆ ที่ไม่เป็นไปตามที่ข้อตกลงคุณธรรมนี้กำหนด หรือพบเห็นพฤติกรรมที่ส่อไปในทางทุจริต หรืออาจนำไปสู่การทุจริตได้ จะต้องรีบแจ้งหน่วยงานของรัฐเจ้าของโครงการทราบ เพื่อให้มีการชี้แจง หรือแก้ไขในระยะเวลาที่กำหนด หากหน่วยงานของรัฐเจ้าของโครงการไม่ชี้แจง หรือแก้ไข ให้ผู้สังเกตการณ์รายงานคณะกรรมการความร่วมมือป้องกันการทุจริตทันที เพื่อดำเนินการรายงานข้อมูลสู่สาธารณะ และผู้สังเกตการณ์อาจแจ้งหน่วยงานอื่น ๆ ที่เกี่ยวข้อง เช่น สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตแห่งชาติ สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตในภาครัฐ กรมสอบสวนคดีพิเศษ สำนักงานการตรวจเงินแผ่นดิน เป็นต้น ให้พิจารณาดำเนินการตามอำนาจหน้าที่



ข้อตกลงคุณธรรมนี้ทำขึ้นเป็นสามฉบับ มีข้อความถูกต้องตรงกัน หน่วยงานของรัฐ  
เจ้าของโครงการ ผู้ประกอบการ และผู้สังเกตการณ์ ได้อ่านและเข้าใจข้อความโดยละเอียดตลอดแล้ว  
จึงได้ลงลายมือชื่อพร้อมทั้งประทับตรา (ถ้ามี) ไว้เป็นสำคัญต่อหน้าพยาน และต่างยึดถือไว้ฝ่ายละหนึ่งฉบับ

ลงนาม.....  
นายมนตรี ลาวัลย์ชัยกุล

ลงนาม.....  
(ชื่อ/นามสกุล)

ตำแหน่ง ประธานเจ้าหน้าที่บริหาร  
หน่วยงาน หน่วยงานของรัฐเจ้าของโครงการ  
วันที่.....เดือน.....ปี.....

ตำแหน่ง .....  
หน่วยงาน ผู้ประกอบการ  
วันที่.....เดือน.....ปี.....

ลงนาม.....  
ดร. วิฑูร เตียมจิตต์ตรง

ลงนาม.....  
นายชัชวาลย์ ชาครีย์วณิชย์

ตำแหน่ง ผู้นำทีม คณะผู้สังเกตการณ์โครงการฯ  
หน่วยงาน องค์การต่อต้านคอร์รัปชัน (ประเทศไทย)  
วันที่.....เดือน.....ปี.....

ตำแหน่ง ผู้สังเกตการณ์  
หน่วยงาน องค์การต่อต้านคอร์รัปชัน (ประเทศไทย)  
วันที่.....เดือน.....ปี.....

ลงนาม.....  
นางวรรภา มนต์อารักษ์

ตำแหน่ง ผู้สังเกตการณ์  
หน่วยงาน องค์การต่อต้านคอร์รัปชัน (ประเทศไทย)  
วันที่.....เดือน.....ปี.....

**Exhibit A**  
**Scope of Supply**

FOC - Supply of OCTG (Carbon Steel)

**EXHIBIT A**  
**SCOPE OF SUPPLY**

**1. General information**

SUPPLIER shall supply OCTG products (hereinafter refer as “GOODS”) to COMPANY’S DELIVERY LOCATION within DELIVERY DATE in accordance with the requirements, specification, and delivery terms as detailed under this CONTRACT.

**2. Consumption and DELIVERY DATE of GOODS**

SUPPLIER shall supply GOODS for completed or partial quantity as per committed in technical proposal for COMPANY’S required delivery schedule in below table or earlier. Unless otherwise the LIQUIDATED DAMAGES shall be applied.

**G1/61, G2/61, and Arthit**

**Package No. 1: Carbon Steel, BTC Connection for Casing and Coupling of 13 3/8” N80/N80Q**

Item	Description	Unit	G1/61	G2/61	Arthit	Total
1.1	CSG, 13.3/8", #68, N80/N80Q, BTC, SMLS, PSL1, [R3]	Meter	1,560	5,720	3,120	10,400
1.2	COUPLING, 13.3/8", #68, N80/N80Q, BTC, SMLS, PSL1	Each	9	35	19	63

**Package No. 2: Carbon Steel, Premium Connection for Casing and Coupling of 9 5/8” L80**

Item	Description	Unit	G1/61	G2/61	Arthit	Total
2.1	CSG, 9.5/8", #47, L80, Premium Connection at least 60% compression, CAL4, SMLS, PSL1, [12.80-13.30 Meter]	Meter	10,400	31,200	26,000	67,600
2.2	COUPLING, 9.5/8", #47, L80, Premium Connection at least 60% compression, CAL4, SMLS, PSL1	Each	32	96	79	207

**Package No. 3: Carbon Steel, Premium Connection for Casing and Coupling of 7” T95**

Item	Description	Unit	G1/61	G2/61	Arthit	Total
3.1	CSG, 7", #29, T95, Premium Connection at least 60% compression, Special Drift 6.125", CAL4, SMLS, PSL1, [12.80-13.30 Meter]	Meter	20,800	41,600	34,320	96,720
3.2	COUPLING, 7", #29, T95, Premium Connection at least 60% compression, CAL4, SMLS, PSL1	Each	48	95	78	221

**Package No. 4 : Carbon Steel, Premium Connection for Casing and Coupling of 7” L80 and 2-7/8” L80**

Item	Description	Unit	G1/61	G2/61	Arthit	Total
4.1	CSG, 7", #29, L80, Premium Connection at least 60% compression, Special Drift 6.125", CAL4, SMLS, PSL1, [12.80-13.30 Meter]	Meter	83,200	43,680	-	126,880
4.2	TBG, 2-7/8", #6.4, L80, Premium Connection at least 80% compression, CAL4, SMLS, PSL1, [12.80-13.30 Meter]	Meter	86,320	93,600	20,800	200,720
4.3	COUPLING, 7", #29, L80, Premium Connection at least 60% compression, CAL4, SMLS, PSL1	Each	185	98	-	283

Item	Description	Unit	G1/61	G2/61	Arthit	Total
4.4	COUPLING, 2-7/8", #6.4, L80, Premium Connection at least 80% compression, CAL4, SMLS, PSL1	Each	458	415	93	966

**Delivery:** At least 50% quantity of each item deliver in February 2023 and the remaining in March 2023

**Incoterms:** DAP @COMPANY's Designated Warehouse in Songkhla, Thailand

Additional information:

- GOODS shall be equivalent to or higher specification than COMPANY's requirement. SUPPLIER must be able to comply with COMPANY's requirement for every, and all, items.
- The total quantity stated in the above table is the **committed quantity** which COMPANY will order from SUPPLIER, and SUPPLIER shall supply under this CONTRACT.
- Above DELIVERY DATES are crucial to COMPANY's operation. SUPPLIER shall make a delivery as above schedule.
- Any changes of earlier delivery from above schedule, will be mutually agreed by the both PARTIES. However, COMPANY may accept partial shipment of each items upon mutually agreement basis only, SUPPLIER is obligated to supply the GOODS up to the total quantity indicated for each month.
- Newly manufactured items shall be supplied from COMPANY's approved mill refer to Attachment No.1 of Exhibit A.
- Casing, Tubing and accessories shall comply with the proven premium connection threads listed in Attachment No.2 of Exhibit A
- SUPPLIER shall authorize at least one machine shop in Thailand before the first shipment / DELIVERY DATE.
- Delivery tolerance in meter quantity for each item of casing and tubing shall be within **-4% to 0%** of total quantity.

### **3. DELIVERY LOCATION and Delivery terms**

Supplier shall deliver GOODS to COMPANY's **DELVIERY LOCATION** based on INCOTERMS 2020, **Delivery term: DAP- COMPANY's designated Warehouse in Songkhla, Thailand.**

### **4. Delivery Document**

On the DELIVERY DATE, the delivery note copy of tax invoice, showing material code, description, quantity and unit price of GOODS/materials, and COMPANY Release Note (By 3<sup>rd</sup> party) at the completion of inspection (Refer to part 5.6.1 in OCTG1) shall be submitted with the GOODS/materials. Absence of such documents will cause a delay in payment.

### **5. GOODS inspection requirements**

SUPPLIER shall fully meet API 5CT (Latest edition) requirements refer to Attachment No.3 of Exhibit A, PSL1 requirements for all items, and shall fully comply with PTTEP's OCTG 1 and/or OCTG 2 requirements refer to Attachment No.4 & 5 of Exhibit A.

### **6. Shipping instruction**

SUPPLIER shall comply with the shipping instruction for General Cargo specified in Exhibit C.

## **7. Thread compound requirements**

SUPPLIER shall comply with the following thread compound requirements refer to Attachment No.6 of Exhibit A. Storage compound shall meet the requirement as per "Recommended Practice for Thread Compounds" according to API 5A3 (latest edition). With reference to API 5A3, the application of proposed compound shall be proved to provide these properties:

- Frictional property
- Extreme Surface Contact Pressure property
- Fluid Sealing property
- Adherence property
- Corrosion Inhibition property
- Compound Stability property

## **8. External inspector**

- Inspection by COMPANY's appointed inspectors shall be carried out at mill prior to shipment according to PTTEP OCTG1 specification. The existing inspectors are provided by INTERSICA PTE.LTD, where the change of Inspection Company will be notified to SUPPLIER in advance.
- SUPPLIER will liaise directly with INTERSICA PTE. LTD. regarding all inspection matters. SUPPLIER will send the Inspection Notification to INTERSICA PTE. LTD. and COMPANY in advance of the planed inspection dates as below information.
  - a) 3 working days at least - for inspection conduct in Asia
  - b) 7 working days at least - for inspection conduct outside Asia

Attention: Mr. K.Lim (as a focal point)

TEL: (65) 6774 4913

FAX: (65) 6774 7594

E-Mail: 1) [K.lim@intersica.com](mailto:K.lim@intersica.com),  
2) [L.qi@intersica.com](mailto:L.qi@intersica.com),  
3) [k.chua@intersica.com](mailto:k.chua@intersica.com),  
4) [AkarapunU@pttep.com](mailto:AkarapunU@pttep.com)

## **9. Back charge of inspection cost**

In case, our nominated inspector is called out but cannot perform the inspection because GOODS are not ready for the inspection, all costs incurred by the inspector and inspection will be borne by SUPPLIER and will be deducted from the invoice amount of this CONTRACT.

## **10. Management for rejected GOODS**

- 10.1 COMPANY reserves the right to reject GOODS, which is non-compliance with the specifications.
- 10.2 SUPPLIER shall manage rejected GOODS for repair. The costs of re-condition and inspection for the GOODS shall be at SUPPLIER's cost. SUPPLIER shall return the repaired GOODS to COMPANY prior to CONTRACT expiry date, otherwise, COMPANY have right to decline to receive it.
- 10.3 For unrepairable GOODS, or scrap, SUPPLIER shall keep recording and provide the summary list to COMPANY on yearly basis or upon COMPANY's request. All related cost to managing and disposing those scrap shall be borne by SUPPLIER.

**11. Deviation to EXHIBIT A, DETAILS OF GOODS**

Any deviation proposed by SUPPLIER to EXHIBIT A, DETAILS OF GOODS under this contract shall be subject to COMPANY's consideration and approval.

**Attachment of Exhibit A**  
consist of the following documents:

**Attachment No. 1: OCTG Approved Mill List, 1 page**

**Attachment No. 2: Approved Connection List, 1 page**

**Attachment No. 3: API 5CT-10<sup>th</sup>-Edition for Range of R3, 1 page**

**Attachment No. 4: Guideline for Mill Acceptance Inspection Specification (OCTG1), 13 pages**

**Attachment No. 5: Guideline for Outside Mill Acceptance Inspection (OCTG2), 12 pages**

**Attachment No. 6: Recommended Practice for Thread Compounds, 4 pages**



**Attachment No. 1 of Exhibit A:  
OCTG Approved Mill List**

## PTTEP OCTG approved sources list

Date :17-Mar-2021

Mill / Facility name	Approval Condition	Location	Approved API Grade of Steel								Production Process		
			J55/ K55	N80	L80	C90	T95	P110	13Cr (L80)	13Cr (95 ksi)	Rolling Pipe	Heat Treatment	Threading
JFE Steel Corporation		Japan	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Baosteel (Shanghai)	Billets from only PTTEP approved mills. Only ø140 Full-Floating Mandrel pipe mill in Shanghai is qualified.	China	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Baotou	Billets from only PTTEP approved mills. Only ø159PQF, ø460PQF pipe mills are qualified.	China	Yes	Yes	Yes	No	No	No	No	No	Yes	Yes	Yes
Baosteel (YanBao)	Billets from only PTTEP approved mills.	China	Yes	Yes	Yes	No	No	Yes	No	No	Yes	Yes	Yes
Changbao	Billets from only PTTEP approved mills. Approve for supply API and Premium connection.	China	Yes	Yes	Yes	No	No	Yes	No	No	Yes	Yes	Yes
JingJiang Special Steel (Xigang)	Approve for supply API connection.	China	Yes	Yes	Yes	No	No	Yes	No	No	Yes	Yes	Yes
Sumitomo Wakayama Plant Japan		Japan	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Sumitomo Kainan Plant Japan		Japan	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
VSB - Brazil (JV VAM-SUMITOMO)	Billets from only PTTEP approved mills.	Brazil	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Nagoya (NSSMC)	- Hot rolled coil shall be from integrated mill of NSSMC. - Welding speed heat input and controlled parameters shall be specified on MPS.	Japan	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Yes	Yes
PT Citra (Heat Treat and Threading mill)	Allow to use Green Pipe or Plain-End Pipe from only PTTEP approved mills	Indonesia	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
Vallourec Mill - France &Germany&USA		France/ Germany/USA	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
VSB - Brazil (JV VAM-SUMITOMO)	Billets from only PTTEP approved mills.	Brazil	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
VAM Changzhou threading plant	Allow to use Green Pipe or Plain-End Pipe from only PTTEP approved mills	China	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes
Anhui Tianda	Approve for supply API connection -Billets from only PTTEP approved mills.	China	Yes	Yes	Yes	No	No	Yes	No	No	Yes	Yes	Yes
Volzhsky	Approve to use Billets from only internal TMK's mills or other PTTEP approved mills.	Russia	Yes	Yes	Yes	No	No	Yes	No	No	Yes	Yes	Yes
Tagmet		Russia	Yes	Yes	Yes	No	No	Yes	No	No	Yes	Yes	Yes
Sinarsky		Russia	Yes	Yes	Yes	No	No	Yes	No	No	Yes	Yes	Yes
Tenaris - Maxico Plant		Maxico	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	Yes	Yes	Yes
Tenaris - NKKT Japan		Japan	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tenaris - Indonesia	Allow to use Green Pipe or Plain-End Pipe from only PTTEP approved mills	Indonesia	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
Tenaris - Italy		Italy	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	Yes	Yes	Yes
Tenaris - Romania		Romania	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	Yes	Yes	Yes
Tenaris - Argentina		Argentina	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	Yes	Yes	Yes
Tenaris - Qingdao Steel Pipes	Allow to use Green Pipe or Plain-End Pipe from only PTTEP approved mills	China	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes
TPCO Pan Asia (Batam Threading plant)	Allow to use Green Pipe or Plain-End Pipe from only PTTEP approved mills	Indonesia	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	Yes
TPCO & TTPCO	Billets from only PTTEP approved mills. Only ø250MPM, ø168PQF, ø258PQF, ø 460PQF pipe mills are qualified.  For ERW, Only lab in TPCO is qualified for ERW production. TTPCO lab is not qualified.	China	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Hengyang	Billets from only PTTEP approved mills. Only ø89MPM, ø180PQF, ø340MPM Pipe mills are qualified.	China	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Baosteel (Shanghai)	Billets from only PTTEP approved mills. Only ø140 Full-Floating Mandrel pipe mill in Shanghai is qualified.	China	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Baosteel (YanBao)	Billets from only PTTEP approved mills.	China	Yes	Yes	Yes	No	No	Yes	No	No	Yes	Yes	Yes
Hengyang	Billets from only PTTEP approved mills. Only ø89MPM, ø180PQF, ø340MPM Pipe mills are qualified.	China	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Hunting Treading Plant at WUXI	Allow to use plain end pipe from only PTTEP approved mills.	China	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes
Tianjin Tiangang	Approve for supply API and Premium connection -Billets and Pipes from only PTTEP approved mills.	China	Yes	Yes	Yes	No	No	Yes	No	No	No	No	Yes
Bolypipe	Approve for supply API connection -Billets from only PTTEP approved mills.	Thailand	Yes	Yes	Yes	No	No	Yes	No	No	Yes	Yes	Yes
Dalipal	Approve for supply API connection.	China	Yes	Yes	Yes	No	No	Yes	No	No	Yes	Yes	Yes
Baoyi	Billets from only PTTEP approved mills. Approve for supply API connection.	China	Yes	Yes	Yes	No	No	Yes	No	No	Yes	Yes	Yes
Fengbao	Approve for supply API connection.	China	Yes	Yes	Yes	No	No	Yes	No	No	Yes	Yes	Yes

**Attachment No. 2 of Exhibit A:  
Approved Connection List**

Result: Here is below the updated summary of approved premium connections:

Premium Connection Design Qualified for PTTEP GOT								
9-5/8"	7"				4-1/2"	3-1/2"		2-7/8"
47#, L80	29#, L80	29#, T95	26#, L80	23#, L80	12.6#, L80	9.2#, L80	9.2#, L80-13Cr	6.4#, L80 : 6.4#, L80-13Cr
HSM-2	HSM-2	HSM-2	HSM-2	HSM-2	HSM-2	HSM-2		HSM-2
VAM-21	VAM-21	VAM-21	VAM-21	VAM-21	VAM-TOP		VAM-TOP	VAM-TOP
VAM-TOP KS			VAM-TOP HC					
	VAM-TOP HT	VAM-TOP HT	VAM-TOP HT	VAM-TOP HT				
						NS-CT		NS-CT
	Seal-Lock XD							
BGT-2	BGT-2	BGT-2	BGT-2	BGT-2				
	CBS3	CBS3				CBS3		CBS3
JFE-Lion	JFE-Lion	JFE-Lion	JFE-Lion	JFE-Lion	JFE-Lion			
						JFE-Bear		JFE-Bear
TP-CQ	TP-CQ	TP-CQ						
					TP-G2		TP-G2	TP-G2
TSH Blue	TSH Blue	TSH Blue	TSH Blue	TSH Blue	TSH Blue		TSH Blue	TSH Blue
TMK UP PF	TMK UP PF						TMK UP PF	
		TMK UP CENTUM						

- Newly qualified connections are highlighted in Blue.

Best regards,

*Nantawat T.*

Nantawat Tangcharoen  
 Manager, Drilling Operations Section

Acknowledged	
 OLG Date : 2 Aug 2021	 OGP Date :

**Attachment No. 3 of Exhibit A:  
API 5CT-10<sup>th</sup>-Edition for Range of R3, 1 page**

**Table C.27—Range Lengths**

Dimensions in meters

	Range 1	Range 2	Range 3
<b>CASING (PE/T and C/SF)</b>			
Total range length, inclusive	4.88 to 7.62	7.62 to 10.36	10.36 to 14.63
Permissible variation, max <sup>a</sup>	1.83	1.52	1.83
<b>TUBING AND CASING USED AS TUBING (PE/T and C/SF)</b>			
Total range length, inclusive	6.10 to 7.32 <sup>b</sup>	8.53 to 9.75 <sup>c</sup>	11.58 to 12.80 <sup>d</sup>
Permissible variation, max <sup>a</sup>	0.61	0.61	0.61
<b>INTEGRAL TUBING CONNECTIONS (including IJ/PE and IJ/SF)</b>			
Total range length, inclusive	6.10 to 7.92 <sup>e</sup>	8.53 to 10.36	11.58 to 13.72
Permissible variation, max <sup>a</sup>	0.61	0.61	0.61
<b>PUP JOINTS</b>	Lengths: 0.61; 0.91; 1.22; 1.83; 2.44; 3.05 and 3.66 <sup>e</sup> Tolerance: ±0.076		
<sup>a</sup> Length variation applies to rail car shipment to the point of use and does not apply to order items of less than 18,144 kg of pipe. <sup>b</sup> By agreement between purchaser and manufacturer, the maximum length may be increased to 8.57 m. <sup>c</sup> By agreement between purchaser and manufacturer, the maximum length may be increased to 10.76 m. <sup>d</sup> By agreement between purchaser and manufacturer, the maximum length may be increased to 13.72 m. <sup>e</sup> 0.61 m pup joints may be furnished up to 0.91 m long by agreement between purchaser and manufacturer, and lengths other than those listed may be furnished by agreement between purchaser and manufacturer.			

**Table C.28—Standard Drift Size**

Dimensions in millimeters

Product and Label 1	Standard Drift Mandrel Size min	
	Length	Diameter
Casing	< 9 5/8	d – 3.18
	≥ 9 5/8 to ≤ 13 3/8	d – 3.97
	> 13 3/8	d – 4.76
Tubing <sup>a, b</sup>	≤ 2 7/8	d – 2.38
	> 2 7/8 to ≤ 8 5/8	d – 3.18
	> 8 5/8 to < 10 3/4	d – 3.97
<sup>a</sup> Integral-joint tubing shall be tested before upsetting with a drift mandrel as shown, and shall also be drift tested at the pin end, after upsetting, with a cylindrical drift mandrel 1067 mm in length and $d_{iu}$ – 0.38 mm in diameter (see Table C.26, Column 6 for $d_{iu}$ ). <sup>b</sup> Casing sizes larger than Label 1: 4 1/2 but smaller than Label 1: 10 3/4 specified by the purchaser to be used in tubing service shall be marked as specified in Section 11.		

**Attachment No. 4 of Exhibit A:  
Guideline for Mill Acceptance Inspection Specification  
(OCTG1)**





**PTT Exploration and Production Public Company Limited**

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**Guideline for Mill Acceptance Inspection Specification  
(OCTG1)**


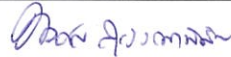





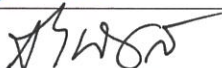
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**Document Code: 10009-GDL-OLG-1001-R00**

**Revision: 00**

**31<sup>th</sup> March 2017**

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<b>Prepared By:</b>	OTF	Panuwat A.		21/3/2017
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	OTN	Chasin K.	Chasin K.	31/3/17
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Rev.	Description of Revision	Revised by	Date
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00	First draft by amending from previous 2004 BOL/L version	Thanut. T	28/12/2015

*This document will be reviewed 3 years from date of approval or revised earlier if necessary.*

## Table of Contents

<b>1.0 Purpose</b> .....	<b>1</b>
<b>2.0 Scope</b> .....	<b>1</b>
<b>3.0 Reference</b> .....	<b>1</b>
<b>4.0 Definition</b> .....	<b>2</b>
<b>5.0 Specification Content</b> .....	<b>3</b>
5.1 <i>General Requirements for Manufacturers</i> .....	3
5.2 <i>Specific Quality Requirements</i> .....	3
5.3 <i>Review – Monitoring – Witness/Holding Points</i> .....	4
5.4 <i>Final Acceptance Bench Inspection</i> .....	5
5.5 <i>Final Acceptance Mechanical Test for Additional Test</i> .....	7
5.6 <i>Acceptance and Release Note</i> .....	8
<b>6.0 Appendix</b> .....	<b>9</b>
<i>Appendix 6.1: Specific Requirements for Final Inspection</i> .....	9
<i>Appendix 6.2: Marking</i> .....	9
<i>Appendix 6.3: Protection</i> .....	10

## 1.0 PURPOSE

This specification does not address the engineering aspect, but only the quality assurance. The present PTTEP specification does not intend to create some new quality requirements for the purchase of goods ordered and manufactured in accordance with the American Petroleum Institute (API) and with the International Organization for Standardization (ISO) Specifications related to the Petroleum Industry, but to precisely select their relevant options needed by the end user, the purchaser, the manufacturer as well as the quality inspector for being sure the final product will achieve its expected functions and durability.

## 2.0 SCOPE

All equipment listed as:

- Casings, Tubings, Pup Joints - Seamless or High Frequency Electric Resistance Welding (HF-ERW) – and Couplings
- All Sizes, All Connections
- Carbon Steel, Low and corrosion resistant alloys

## 3.0 REFERENCES

Unless otherwise stipulated, the applicable version of these documents, including relevant appendices and supplements, is the latest revision published on the effective date of a contract

- API Specification 5CT/ ISO 11960
- API Specification 5B
- API Specification 5CRA
- Manufacturer's specifications for non API listed product
- Other PTTEP internal references
- PTTEP's specific requirements specified in bidding package, PO, and in this specification

## 4.0 DEFINITIONS

Terminology	Description
-------------	-------------

Terminology	Description
<b>Lot or inspection lot</b>	A definite quantity of product manufactured under conditions that are considered uniform for the attribute to be inspected (API spec. 5CT par. 4.1.15).
<b>Traceability</b>	Parts shall be traceable to the individual heat and heat treatment lot (8.5.1.6 of API spec. 16A). The API spec. 5CT/SR15 par.2 ,makes it mandatory)
<b>Review point</b>	Manufacturing and inspection records shall be reviewed by PTTEP inspector. The plant operations cannot be commenced if the above is not achieved, provided that the manufacturer has informed, according to topic 5.3.1 “scheduled inspection.”
<b>Monitoring point</b>	PTTEP Inspector should attend the manufacturing and inspection process. The plant operations cannot be continued if the above is not achieved, provided that the manufacturer has informed, according to topic 5.3.1 “scheduled inspection.”
<b>Witness point / Hold Point</b>	PTTEP inspector shall attend the manufacturing and inspection process; It is a holding point, his presence is mandatory
<b>PTTEP inspector</b>	A PTTEP employee or a PTTEP appointed third party inspector
<b>In writing</b>	Mandatory information that shall be sent by fax or by email to PTTEP coordinator.
<b>Blind Area</b>	Both pipe ends are not (or poorly) covered by automatic electromagnetic inspection (EMI) devices

## 5.0 SPECIFICATION CONTENT

### 5.1 GENERAL REQUIREMENTS FOR MANUFACTURERS

#### 5.1.1 Pre-Qualification

The manufacturing plant shall be pre-qualified by PTTEP as well as its subcontractors before any order is awarded.

#### 5.1.2 Quality Control

Prior to any shipment to PTTEP, the manufacturer shall organize the quality control as specified in the paragraphs 5.2, 5.3, 5.4 and 5.5 of the present specification.

#### 5.1.3 Quality Procedure

At bid stage, a quality procedure in accordance with the PTTEP specification shall be sent to PTTEP for approval together with the list of current certifications. The quality procedure shall be completed and approved by PTTEP in order to define the involvement of the PTTEP inspector. At receipt of the purchase order, the manufacturer shall issue both parties the finalized quality procedure in which the PTTEP inspection steps are defined:

- Review points
- Monitoring points
- Witness points (hold points)
- Final acceptance bench inspection

#### 5.1.4 Manufacturer's Certifications

- API 5CT/ISO-11960
- API 5-B/ISO-10422
- ISO 9001 and ISO/TS 29001
- API Q1
- ANSI-ASNT-SNT-TC-1A
- ISO 11484
- ISO / IEC 17025 for laboratory (accredited for the required test methods)

### 5.2 SPECIFIC QUALITY REQUIREMENTS

5.2.1 Casings, Tubings and Pup Joints of Grade H40, J55 and K55 shall be inspected as per API spec. 5CT supplementary requirement SR1.

5.2.2 Casings, Tubings and Pup Joints of Grade H80 type 1, N80Q, L80, R95, P110 and group 2,3 and 4 of API 5CT seamless or ERW shall be inspected as per API spec. 5CT supplementary requirement SR2.

- 5.2.3 High Collapse Casings shall be inspected as per the manufacturer's tolerances or PTTEP requirement for wall thickness and roundness
- 5.2.4 Upsets of all grades shall be inspected before threading, internally and externally by Magnetic Particles for detection of longitudinal and transverse defect.
- 5.2.5 Blind area of automatic NDI shall be inspected before threading by Magnetic particles for detection of longitudinal and transverse defects or removing by cutting.
- 5.2.6 Weld seam of ERW Casings, Tubings, and Pup Joints of all grades shall be fully (100%) inspected by ultrasonic method in accordance with API spec. 5CT A.6.6.3 SR11.5.3. Based on the efficiency of skelps inspection, PTTEP may agree to replace the requested full length Electromagnetic inspection by the above operation.
- 5.2.7 Additional mechanical test shall be carried out at final acceptance bench inspection as listed in topic 5.5. The necessary samples shall be taken from finished product with coupling power tight. The cost of the above mentioned inspection and of the cut off pipes and/or couplings from which specimens are taken, shall be anticipated by the manufacturer at bid stages.
- 5.2.8 Hydrostatic tests shall be performed on Casings, Tubings and Pup Joints with coupling made up power tight or on plain end pipes. Hydrostatic test fluid shall be corrosion inhibited. Each pipe shall be carefully dried in order to avoid corrosion.
- 5.2.9 Mill Certificate shall be supplied to PTTEP as per *EN10204 type 3.1 according to API 5CT/A.0 SR15*.
- 5.2.10 Power tight make up non API couplings shall be made up as per manufacturer specification stated in the quality procedure.

### **5.3 REVIEW – MONITORING – WITNESS/HOLD POINTS**

#### **5.3.1 Scheduled Inspections**

At least 5 working days before the fabrication start, the manufacturer shall confirm in writing to PTTEP a schedule giving the date for each review, monitoring, witness/hold points and final inspection release note as approved by PTTEP in the quality procedure:

- Skelps inspection [ERW pipes]
- Longitudinal welding [ERW pipes]
- Non-destructive examination of weld seam (ERW)
- Rolling [seamless pipes]
- Heat treatment (if any)
- Surface treatment (e.g., phosphating)
- Hydrostatic test



- Non-destructive examination of pipes
- Threading of pipes
- Threading of couplings
- Hardness tests of H2S service couplings
- Drifting
- Mechanical tests of casings and tubings
- Mechanical tests of couplings
- Coating
- Make up power tight of couplings
- Marking
- Shipment
- Final documentation review

#### 5.3.2 Manufacturing Status Report

An up-dated status report shall be sent weekly in writing to PTTEP from the start to the end of the fabrication.

### 5.4 FINAL AND PRE-SHIPMENT INSPECITON

Final and pre-shipment inspection shall be carried out exclusively on finished product

#### 5.4.1 Document Review

Prior to any further operations, the PTTEP inspector will review

- Mill certificates as specified in the quality procedure and according to the *EN10204 type 3.1* and *API spec. 5CT/SR15* including
  - Chemical analyses
  - Mechanical Test records
  - Hydrotest certificates
  - NDE certificates
- The Tally and/or packing lists showing per item
  - Heat/ Lot Number
  - Item Number
  - Length

- Weight
- One picture per lot showing clearly the grain size for C-90 and T-95 grades in accordance with the *API Spec.5-CT par.10.8*.
- One qualification certificate for sulfide stress cracking for C-90 and T-95 grades in Accordance with the *API Spec.5-CT par.10.10*

5.4.2 Inspection Ratio

The manufacturer shall present on inspection bench 20% of the lot, selected by PTTEP inspector. However, the whole lot of finished products shall be ready for inspection. Special attention shall be paid on traceability when several lots are involves

5.4.3 Inspection Progress

PTTEP inspector will select and die stamp the sampling for further mechanical tests (if any). PTTEP inspector will perform inspection as follows:

Parameters	Details
Visual	<ul style="list-style-type: none"> <li>• Straightness</li> <li>• External body examination</li> <li>• Stenciled marking (for traceability)</li> <li>• Die stamping (if any)</li> <li>• External couplings examination</li> <li>• Internal examination by mean of spotlight</li> </ul>
Sizing & gauging:	<ul style="list-style-type: none"> <li>• Length</li> <li>• Dimensional check of pipe OD and WT</li> <li>• Dimension check of coupling OD and length</li> <li>• Coupling make up position</li> <li>• Drift (one meter from pin end)</li> <li>• Visual threads inspection</li> <li>• Pin and box connection gauging</li> </ul>
Non destructive examination:	<ul style="list-style-type: none"> <li>• Hardness check</li> <li>• Ultrasonic Test (UT)</li> <li>• Magnetic Particle Inspection (MPI)</li> <li>• Electromagnetic Inspection (EMI)</li> <li>• Etc.</li> </ul>
Destructive Test:	<ul style="list-style-type: none"> <li>• Witness of mechanical tests on sampled specimen</li> </ul>

5.4.4 Invalidation and Retests

If one pipes fails to pass one of the above inspections, 10% more of the total lot shall be inspected by the same method. If one more defect is found, the entire lot shall be inspected the same

method. However, if one more defect still is found, the entire lot shall be rejected due to non-conformity.

## 5.5 FINAL ACCEPTANCE MECHANICAL TESTS FOR ADDITIONAL TEST

Samples for mechanical tests shall be taken from finished product with coupling power tight.

### 5.5.1 Hardness Tests

As per *API spec. 5CT par. 10.6.1 to 10.6.20*,

- One additional through-wall hardness test shall be carried out per lot of M65, L80, C90, T95 and Q125 grades as well as for H<sub>2</sub>S service.
- Seamless pipes and couplings: as per *API spec. 5CT – annex D, figure D10*.
- Invalidation and retest(s) as per *API spec. 5CT par. 10.6.11 & 10.6.14 to 10.6.19*
- ERW pipes: on additional through wall hardness test
  - 3 readings in the axis of weld seam
  - 3 readings in the axis of heat effected zone
  - 3 readings in the axis of base material

### 5.5.2 Tensile tests

As per *API spec. 5CT par. 10.4.1 to 10.4.10*,

- one additional tensile test on pipe and coupling shall be carried out per lot of N80 and group 2,3,4 and non API listed grades.
- If the wall thickness does not allow sampling, 3 hardness tests per lot shall be taken on the inside surface at 120 degrees from each other.
- Invalidation and retest(s) as per *API spec 5CT par. 10.4.8 to 10.4.10* and non API listed grades.

### 5.5.3 Transverse impact tests

As per *API spec. 5CT par. 10.7.1 to 10.7.10*,

- Additional transverse impact tests shall be carried out on Q125 grade
- PTTEP inspector will request one additional test on one pipe (3 specimens) per lot
- Invalidation and retest as per *API spec. 5CT par. 10.7.7 to 10.7.10*

### 5.5.4 Flattening Tests

As per *API spec. 5C par. 10.5.1 to 10.5.7*,

- Additional flattening test shall be carried out on ERW pipes
- PTTEP inspector will request one additional per lot
- Invalidation and retest as per *API spec. 5CT par. 10.5.6 to 10.5.7*

#### 5.5.5 Sulfide stress cracking tests

Applicable to corrosion resistant alloy tubular and C90, T95, and C110 as per *API spec. 5CT par 10.10* and specific requirement from well engineering.

## 5.6 ACCEPTANCE AND RELEASE NOTE

### 5.6.1 PTTEP Release Note

- PTTEP inspector will issue a release note at the completion of inspection.
- He will sign it and it shall be countersigned and stamped by the manufacturing plant quality control department manager.
- No product shall be dispatched prior the above is implemented.
- A copy of PTTEP release note shall be attached to the invoice.

### 5.6.2 Die stamping

After completion of the final bench inspection, PTTEP inspector will die-stamp (low stress) all accepted pipes, pup joints, and couplings of all grades except Q125, low alloy and corrosion resistant alloy.

- On pipes, at four inches from the coupling in a circle of paint
- On pup joints and loose couplings, at the middle length in a circle of paint

### 5.6.3 Non Acceptance Note

When the PTTEP inspector deems wise to stop the inspection for nonconformity or when the manufacturer fails to present the whole lot, the PTTEP inspector shall issue and sign a non-acceptance note stating the reason why for such a non-acceptance. Then, the manufacturer shall bear the full cost of PTTEP inspector's stand-by time and/or his remobilization. The cut-off pipes and/or couplings of which a specimen is taken for restes purpose after invalidation of the previous test is at manufacturer's charge

## 6.0 APPENDIX

### APPENDIX 6.1 - SPECIFIC REQUIREMENTS FOR FINAL BENCH INSPECTION

- A.1 Free access to the manufacturing plant and the bench shall be granted to the PTTEP inspector.
- A.2 Products shall be presented with enough space to ease their full rotation.
- A.3 Total lot shall be presented for inspection, of which 20% shall be selected by PTTEP inspector for being presented on the inspection bench.
- A.4 Bench shall be at convenient height.
- A.5 Bench shall be sheltered.
- A.6 Access to the bench shall be clean and free from foreign materials.
- A.7 Threaded connections and pipes ends shall be cleaned and dried off
- A.8 Start of the mechanical tests shall take place within 24 hours after the sampling is taken
- A.9 All necessary means as tools, gauges, hardness tester, spotlight, etc, needed by the PTTEP Inspector to perform his task in accordance with the quality procedure shall be available at no extra cost
- A.6 A sufficient amount of items shall be presented to PTTEP allowing him to carry out his tasks at a minimum pace per day as given in the table below:

Tubular size	Quantity
18 5/8" and over	60
13 3/8" and over	90
9 5/8" and over	150
7" and over	180
3 1/2" and over	240
1.660 and over	300

### APPENDIX 6.2 - MARKING

- B.1 Marking shall be carried out according to *API spec. 5CT. 11*, to PTTEP requirements (i.e. Final designation, order number, etc.) and with the mention " PTTEP Inspected" paint stenciled on the body (2" wide white characters).
- B.2 PTTEP required marking as well as PTTEP inspector's die stamp shall be carefully removed on pipe non dispatched for non-conformity or surplus reason.

## **APPENDIX 6.3 - PROTECTION**

### **C.1 Thread protectors**

- For product that have outside diameter more than to 4 ½”, thread protector shall be composite type of plastic and metal which the reinforced metal does not contact with the thread and the thread protector must have a 3mm. diameter ventilation hole in the middle of the thread protector.
- For product that have outside diameter less than or equal to 4 ¼”, thread protector shall be composite type of plastic and metal which the reinforced metal does not contact with the thread or could be synthetic plastic composite with equivalent functional qualification. Also, the thread protector must have a 3 mm. diameter ventilation hole in the middle of the thread protector.

C.2 Storage dope shall be applied for protecting the threads; it shall be of different Color [generally red] for avoiding any confusion with API thread compound. Manufacturer should notify PTTEP for the storage type.

C.3 For Low alloy and Corrosion resistant alloy (CRA), Casings and Tubings shall be imperatively conditioned with plastic bundle frame.



**Attachment No. 5 of Exhibit A:  
Guideline for Outside Mill Acceptance Inspection  
(OCTG2)**



**PTT Exploration and Production Public Company Limited**

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**Guideline for Outside Mill Acceptance Inspection  
Specification (OCTG2)**


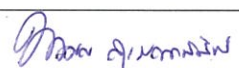


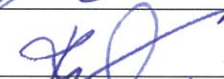




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**Revision: 00**

**31<sup>th</sup> March 2017**

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*This document will be reviewed 3 years from date of approval or revised earlier if necessary.*

## Table of Contents

<b>1.0 Purpose</b> .....	<b>1</b>
<b>2.0 Scope</b> .....	<b>1</b>
<b>3.0 Reference</b> .....	<b>1</b>
<b>4.0 Definition</b> .....	<b>1</b>
<b>5.0 Specification Content</b> .....	<b>2</b>
5.1 <i>General Requirements</i> .....	2
5.2 <i>Specific Quality Requirements</i> .....	2
5.3 <i>Final Acceptance Bench Inspection</i> .....	3
5.4 <i>Final Acceptance Mechanical Inspection</i> .....	5
5.5 <i>Acceptance and Release Note</i> .....	6
<b>6.0 Appendix</b> .....	<b>9</b>
<i>Appendix 6.1: Specific Requirement for Final Inspection</i> .....	8
<i>Appendix 6.2: Marking</i> .....	8
<i>Appendix 6.3: Protection</i> .....	9

## 1.0 PURPOSE

This specification addresses only the quality assurance and the quality control outside manufacturer's plant, at stockist's facilities. The present PTTEP specification does not intend to create some new quality requirements for the purchase of goods ordered and manufactured in accordance with the American Petroleum Institute (API) and with the International Organization for Standardization (ISO) Specifications related to the Petroleum Industry, but to precisely select their relevant options needed by the end user, the purchaser, the manufacturer as well as the quality inspector for being sure the final product will achieve its expected functions and durability.

## 2.0 SCOPE

All equipment listed as:

- Casings, Tubings, Pup Joints - Seamless or High Frequency Electric Resistance Welding (HF-ERW) – and Couplings
- All Sizes, All Connections
- Carbon Steel, Low and corrosion resistant alloys

## 3.0 REFERENCES

Unless otherwise stipulated, the applicable version of these documents, including relevant appendices and supplements, is the latest revision published on the effective date of a contract

- API Specification 5CT/ ISO 11960
- API Specification 5B / ISO 10422
- API Specification 5CRA
- API Specification 5A5
- Manufacturer's specifications for non API listed product
- Other PTTEP internal references
- PTTEP's specific requirements specified in bidding package, PO, and in this specification

## 4.0 DEFINITIONS

Terminology	Description
<b>Lot or inspection lot</b>	A definite quantity of product manufactured under conditions that are considered uniform for the attribute to be inspected (API spec. 5CT par. 4.1.15).
<b>Traceability</b>	Parts shall be traceable to the individual heat and heat treatment lot (API spec. 16A section VI E1.5). The API spec. 5CT/SR15 par.2 ,makes it mandatory)

Terminology	Description
<b>PTTEP inspector</b>	A PTTEP employee or a PTTEP appointed third party inspector
<b>In writing</b>	Mandatory information that shall be sent by fax or by email to PTTEP coordinator.
<b>Blind Area</b>	Both pipe ends are not (or poorly) covered by automatic electromagnetic inspection (EMI) devices

## 5.0 SPECIFICATION CONTENT

### 5.1 GENERAL REQUIREMENTS

#### 5.1.1 Pre-Qualification

Stockist's facilities and subcontracted laboratories shall be pre-qualified by PTTEP before a purchase order is awarded.

#### 5.1.2 Stockist's certification

Stockist shall be certified ISO 9001

#### 5.1.3 Quality Control

Prior to any shipment to PTTEP, the stockist shall organize the quality control as specified in the paragraphs 5.2, 5.3, and 5.4 of the present specification.

#### 5.1.4 Quality Procedure

At bid stage, a quality procedure in accordance with the PTTEP specification shall be sent to PTTEP for approval together with the list of current certifications. The quality procedure shall be completed and approved by PTTEP in order to define the involvement of the PTTEP inspector after the order is awarded. At receipt of the purchase order, the manufacturer shall issue both parties the finalized quality procedure in which the PTTEP inspection steps are defined and give notice, at least 5 working days in advance, to PTTEP coordinator when and where the final acceptance bench inspection can be carried out by PTTEP inspector

### 5.2 SPECIFIC QUALITY REQUIREMENTS

5.2.1 Casings, Tubings and Pup Joints of Grade H40, J55 and K55 shall be inspected as per API spec. 5CT supplementary requirement SR1.



- 5.2.2 Casings, Tubings and Pup Joints of Grade N80 type 1, N80Q, L80, R95, P110, and group 2.3 and 4 of API 5 CT seamless or ERW shall be inspected as per API spec. 5CT supplementary requirement SR2.
- 5.2.3 High Collapse Casings shall be inspected as per the manufacturer's tolerances or PTTEP requirement for wall thickness and roundness
- 5.2.4 Upsets of all grades shall be inspected before threading, internally and externally by Magnetic Particles for detection of longitudinal and transverse defect.
- 5.2.5 Blind area of automatic NDI shall be inspected before threading by Magnetic particles for detection of longitudinal and transverse defects or removing by cutting.
- 5.2.6 Mill Certificate shall be supplied to PTTEP as per *EN10204 type 3.1 according to API 5CT/A.0 SR15*.

### 5.3 FINAL ACCEPTANCE BENCH INSPECTION

The inspection shall be run as per API recommended practice 5A5.

#### 5.3.1 General Aspect

Prior to any further operations, a general visual body examination will take place to make sure the following;

- The original manufacturer markings are visible
- Internal and external surfaces are not corroded
- Thread protectors are not severely damaged
- External conservation coating is in good condition
- Length is within specified range
- Stencil marking of heat number is clearly traceable against mill certificate

If the lot is not conforming to these requirements, it shall be rejected without any further investigations.

#### 5.3.2 Documents review- Traceability

PTTEP inspector shall review the attached documents

- Original manufacturer's certificates according to EN 10204 type 3.1 and API spec. 5CT/SR15 for pipes and couplings including chemical analysis, mechanical tests, hydro test certificates and NDE certificates.

- One picture per lot showing clearly the grain size on C90, C110, and T95 grades in accordance with API spec. 5CT par. 10.8
- One qualification certificate for sulfide stress cracking on C90, C110, and T95 grades in accordance with API spec. 5CT par. 10.10
- The inspection of blind area shall be presented and traceable
- Recent third party inspection reports (if any)
- Packing list showing per item:
  - Heat number
  - Item number (if any)
  - Length
  - Weight

This information shall match with the manufacturer original mill marking. Special attention will be given to the traceability.

### 5.3.3 Third Party Inspection

If the certificates covering the inspections listed on topic 5.2 (specific quality requirements) are not available, the said inspections shall be performed by PTTPE endorsed third party inspection company at stockist's charge. The inspection to be carried out shall be in accordance with API RP 5A5.

### 5.3.4 Bench Inspection

PTTEP inspector shall perform the following operations

Parameters	Requirements	Remarks
Sampling for mechanical test	One specimen per heat	
Visual outsider surface inspection	100%	
Visual coupling surface inspection	100%	
Straightness check	100%	
Length check	At random	
Inside inspection with powerful flashlight	100%	See Note 2
Visual threads inspection	100%	
OD and wall thickness check –both ends-	100%	
OD length make-up position of coupling check	100%	

Parameters	Requirements	Remarks
Drift –full length-	100%	
Pin and Box thread inspection as per API spec. 5B or other applicable connection specifications	10%	See Note 1
External MPI- wet method- on coupling	10%	See Note 1
Hardness test –except J and K55*	10%	See Note 1

Note

1. If one of the 10% inspection fails, 10% more shall be inspected. If one fails again, the whole lot shall be fully inspected by the same method.
2. If one defect beyond the API 5CT tolerances is found, PTTEP inspector will order an EMI or equivalent, full length at the stockist charge.

## 5.4 FINAL ACCEPTANCE MECHANICAL TEST

Sample mechanical test shall be taken from finished product with coupling power tight.

### 5.4.1 Hardness Tests

As per API spec. 5CT par. 10.6.1 to 10.6.20

- One additional through-wall hardness test shall be carried out per lot of M65, L80, C90, T95 and Q125 grades as well as for H<sub>2</sub>S service.
- Seamless pipes and couplings: as per *API spec. 5CT – annex D, figure D10*.
- Invalidation and retest(s) as per *API spec. 5CT par. 10.6.11 & 10.6.14 to 10.6.19*
- ERW pipes: on additional through wall hardness test
  - 3 readings in the axis of weld seam
  - 3 readings in the axis of heat effected zone
  - 3 readings in the axis of base material

### 5.4.2 Tensile Tests

As per *API spec. 5CT par. 10.4.1 to 10.4.10*,

- Additional tensile test shall be carried out on N80 and group 2,3 and 4 and on non API listed grades.

- PTTEP inspection shall request one additional tensile test on pipe and coupling per lots.
- If the wall thickness does not allow sampling, 3 hardness tests per lot shall be taken on the inside surface at 120 degrees from each other.

#### 5.4.3 Transverse impact Tests

As per *API spec. 5CT par. 10.7.1 to 10.7.10*,

- Additional transverse impact tests shall be carried out on Q125 grade
- PTTEP inspector will request one additional test on one pipe (3 specimens) per lot
- Invalidation and retest as per *API spec. 5CT par. 10.7.7 to 10.7.10*

#### 5.4.4 Flattening Tests

As per *API spec. 5C par. 10.5.1 to 10.5.7*,

- Additional flattening test shall be carried out on ERW pipes
- PTTEP inspector will request one additional per lot
- Invalidation and retest as per *API spec. 5CT par. 10.5.6 to 10.5.7*

## 5.5 ACCEPTANCE AND RELEASE NOTE

### 5.5.1 PTTEP Release Note

- At the completion of the final bench inspection, PTTEP inspector shall issue and sign a release noted detailing the different stages of his performance
- This release note shall be countersigned by the stockist's representative.
- No tubular shall be dispatched prior to the implementation of the above.
- A copy of PTTEP release note shall be attached to the invoice.

### 5.5.2 Die stamping

After completion of the final bench inspection, PTTEP inspector will die-stamp (low stress) all accepted pipes, pup joints, and couplings of all grades except Q125, low alloy and corrosion resistant alloy.

- On pipes, at four inches from the coupling in a circle of paint
- On pup joints and loose couplings, at the middle length in a circle of paint

### 5.5.3 Non Acceptance Note

When the PTTEP inspector deems wise to stop the inspection for nonconformity or when the stockist fails to present the whole lot, the PTTEP inspector shall issue and sign a non-acceptance note stating the reason why for such a non-acceptance. Then, the stockist shall bear the full cost of PTTEP inspector's stand-by time and/or his remobilization. The cut-off pipes and/or couplings of which a specimen is taken for restes purpose after invalidation of the previous test is at manufacturer's charge

## 6.0 APPENDIX

### APPENDIX 6.1 - SPECIFIC REQUIREMENTS FOR FINAL BENCH INSPECTION

- A.1 Free access to the manufacturing plant and the bench shall be granted to the PTTEP inspector.
- A.2 Products shall be presented with enough space to ease their full rotation.
- A.3 Total lot shall be presented for inspection, of which 20% shall be selected by PTTEP inspector for being presented on the inspection bench.
- A.4 Bench shall be at convenient height.
- A.5 Bench shall be sheltered.
- A.6 Access to the bench shall be clean and free from foreign materials.
- A.7 Threaded connections and pipes ends shall be cleaned and dried off
- A.8 Start of the mechanical tests shall take place within 24 hours after the sampling is taken
- A.9 All necessary means as tools, gauges, hardness tester, spotlight, etc, needed by the PTTEP Inspector to perform his task in accordance with the quality procedure shall be available at no extra cost
- A.6 A sufficient amount of items shall be presented to PTTEP allowing him to carry out his tasks at a minimum pace per day as given in the table below:

Tubular size	Quantity
18 5/8" and over	60
13 3/8" and over	90
9 5/8" and over	150
7" and over	180
3 1/2" and over	240
1.660 and over	300

### APPENDIX 6.2 - MARKING

- B.1 Marking shall be carried out according to *API spec. 5CT. 11*, to PTTEP requirements (i.e. Final designation, order number, etc.) and with the mention " PTTEP Inspected" paint stenciled on the body (2" wide white characters).
- B.2 PTTEP required marking as well as PTTEP inspector's die stamp shall be carefully removed on pipe non dispatched for non-conformity or surplus season.



## APPENDIX 6.3 - PROTECTION

### C.1 Thread protectors

- For product that have outside diameter more than to 4 ½", thread protector shall be composite type of plastic and metal which the reinforced metal does not contact with the thread and the thread protector must have a 3mm. diameter ventilation hole in the middle of the thread protector.
- For product that have outside diameter less than or equal to 4 ¼", thread protector shall be composite type of plastic and metal which the reinforced metal does not contact with the thread or could be synthetic plastic composite with equivalent functional qualification. Also, the thread protector must have a 3 mm. diameter ventilation hole in the middle of the thread protector.

C.2 Storage dope shall be applied for protecting the threads; it shall be of different Color [generally red] for avoiding any confusion with API thread compound. Manufacturer should notify PTTEP for the storage type.

C.3 For Low alloy and Corrosion resistant alloy (CRA), Casings and Tubings shall be imperatively conditioned with plastic bundle frame.

**Attachment No. 6 of Exhibit A:  
Recommended Practice for Thread Compounds**

During of the performance of the CONTRACT and where applicable, the Supplier shall comply with standard and Company's requirement as follows;

- API 5A3 Standard, and
- Recommended Practice for Thread Compounds

# HOUSTON INTERNATIONAL TUBE TEC 123

## INGREDIENTS

petroleum distillates HFP

CAS No

64742-48-9

%

75

TWA



UN No: 1263  
 Hazchem Code: •3Y  
 DG Class: 3  
 Subsidiary Risk: None  
 Packing group: III  
 Poisons Schedule: S5

## PROPERTIES



Liquid.  
 Does not mix with water.  
 Floats on water.  
 Flammable.

## HEALTH HAZARD INFORMATION



### Acute Health Effects:

**HARMFUL** - May cause lung damage if swallowed.  
 Vapours may cause dizziness or suffocation.  
 Vapours may cause drowsiness and dizziness.  
 Inhalation, skin contact and/or ingestion may produce health damage\*.  
 May produce discomfort of the eyes and respiratory tract\*.

\* (limited evidence).

### Chronic Health Effects:

Repeated exposure may cause skin dryness and cracking.  
 Cumulative effects may result following exposure\*.  
 \* (limited evidence).

## SAFE STORAGE WITH OTHER CLASSIFIED CHEMICALS

+	X	+	X	X	+

X: Must not be stored together  
 O: May be stored together with specific preventions  
 +: May be stored together

## PRECAUTIONS FOR USE



### Engineering Controls:

Local Exhaust Ventilation recommended.

### Glasses:

Chemical goggles.

### Gloves:

PVC chemical resistant type.

### Respirator:

Type A-P Filter of sufficient capacity

### Storage & Transport:

Keep container tightly closed.  
 Keep container in a well ventilated place.  
 Keep away from food, drink and animal feeding stuffs.  
 Store in cool, dry, protected area.  
 Restrictions on Storage apply. Refer to Full Report.

### Fire/Explosion Hazard:

Flammable.  
 Vapours/ gas heavier than air.

## PRECAUTIONS FOR USE

Toxic smoke/fumes in a fire.  
**Environment:**  
 This material and its container must be disposed of as hazardous waste.

## EMERGENCY



### FIRST AID

#### Swallowed:

Give water (if conscious). Seek medical advice.  
 Do NOT give milk or oil.  
 Do NOT give alcohol.

#### Eye:

Wash with running water.

#### Skin:

Remove contaminated clothing. Wash with water and soap.

#### Inhaled:

Fresh air. Rest, keep warm. If breathing shallow, give oxygen. Medical attention.

#### Advice to Doctor:

Evaluate for respiratory distress. Consider lavage with cuffed tube. NO adrenalin.

#### Fire Fighting:

Foam.

#### Spills & Disposal:

Spilled liquid has low temperature and evaporates quickly.  
 Eliminate ignition sources.  
 Prevent from entering drains.  
 Contain spillage by any means.  
 Control vapour with water spray/fog.  
 Absorb with dry agent.  
 Stop leak if safe to do so.  
 To clean the floor and all objects contaminated by this material, use water and detergent.



# HOUSTON INTERNATIONAL TUBE TEC CR50

## INGREDIENTS

petroleum distillates HFP

## CAS No

64742-48-9

## %

45

## TWA



UN No: 1 3  
 Hazchem Code: •3Y  
 DG Class: 3  
 Subsidiary Risk: None  
 Packing group: III  
 Poisons Schedule: None

## PRECAUTIONS FOR USE

hazardous waste.

## EMERGENCY



### FIRST AID

#### Swallowed:

Give water (if conscious). Seek medical advice.  
 Do NOT give milk or oil.  
 Do NOT give alcohol.

#### Eye:

Wash with running water.

#### Skin:

Remove contaminated clothing. Wash with water and soap.

#### Inhaled:

Fresh air. Rest, keep warm. If breathing shallow, give oxygen. Medical attention.

#### Advice to Doctor:

Evaluate for respiratory distress. Consider lavage with cuffed tube. NO adrenalin.

#### Fire Fighting:

Foam.

#### Spills & Disposal:

Eliminate ignition sources.  
 Prevent from entering drains.  
 Contain spillage by any means.  
 To clean the floor and all objects contaminated by this material, use water and detergent.

## PROPERTIES



Does not mix with water.  
 Floats on water.  
 Flammable.

## HEALTH HAZARD INFORMATION



### Acute Health Effects:

HARMFUL - May cause lung damage if swallowed.  
 Vapours may cause dizziness or suffocation.  
 Vapours may cause drowsiness and dizziness.  
 Inhalation, skin contact and/or ingestion may produce health damage\*.  
 May produce discomfort of the eyes and respiratory tract\*.

\* (limited evidence).

### Chronic Health Effects:

Cumulative effects may result following exposure\*.  
 Repeated exposure potentially causes skin dryness and cracking\*.

\* (limited evidence).

## SAFE STORAGE WITH OTHER CLASSIFIED CHEMICALS

+	X	+	X	X	+
X: Must not be stored together 0: May be stored together with specific preventions +: May be stored together					

## PRECAUTIONS FOR USE



### Engineering Controls:

Local Exhaust Ventilation recommended.

### Glasses:

Chemical goggles.

### Gloves:

PVC chemical resistant type.

### Respirator:

Type A-P Filter of sufficient capacity

### Storage & Transport:

Keep container tightly closed.  
 Keep container in a well ventilated place.  
 Keep away from food, drink and animal feeding stuffs.  
 Store in cool, dry, protected area.  
 Restrictions on Storage apply. Refer to Full Report.

### Fire/Explosion Hazard:

Flammable.  
 Vapours/ gas heavier than air.  
 Toxic smoke/fumes in a fire.

### Environment:

This material and its container must be disposed of as



## Lithium EP Grease

### Descriptions

- *PTT EP Grease NLGI 0, 1, 2, 3* : are high quality EP greases for industrial and automotive applications. PTT EP Greases contain mineral base oil, lithium soap, EP (Extreme Pressure) additive, rust and oxidation inhibitors which provide good lubrication and protection.

### Special Properties

- Protect against wear under high load.
- Good tolerance to heat and water.
- Provides superb rust and corrosion protection
- Prevents dust and dirt from reaching into the moving parts.
- High dropping point and good thermal stability.

### Applications

- Recommend for using in heavy duty motor vehicles and industrial applications such as wheel bearings, plain and rolling bearings.
- Suitable for use in construction equipment bearings
- Can be used with normal operating temperature up to 130 °C

### Reference Standards

- NLGI

### Typical Values

	NLGI 0	NLGI 1	NLGI 2	NLGI 3
Soap Type	Lithium	Lithium	Lithium	Lithium
Penetration at 25 °C (Worked), 1/10 mm	356	322	276	236
Dropping Point, °C	216	224	247	246
4-Ball Wear, mm	0.48	0.48	0.46	0.49
4-Ball EP				
- Weld Load, Kg <sub>f</sub>	250	250	250	250
Color	Brown	Brown	Brown	Brown

For more information, please contact Lubricants Technical Services Division, PTT Public Company Limited : Tel. (662) 239-7911, (662) 239-7985 Fax. (662) 239-7858 Lube Hot Line (662) 239-7878

**Exhibit B**  
**Commercial Terms**

FOC - Supply of OCTG (Carbon Steel)



**EXHIBIT B**

**COMMERCIAL TERMS (PACKAGE No.1)**

**1. Currency of invoice and payment & unit rates**

The currency to be used for invoicing and payment of GOODS shall be in USD (US Dollar) unless stated otherwise in RELEASE ORDER. All payment shall be invoiced and paid pursuant to Article 14 of the CONTRACT.

**2. Estimated CONTRACT value**

The estimated CONTRACT value of this CONTRACT is .....US Dollar (.....USD).

The estimated CONTRACT value shall be used for the purposes of calculating the amounts of bank guarantee, LIQUIDATED DAMAGES, stamp duty and/or any other calculation which requires a estimated CONTRACT value. The estimated CONTRACT value shall not create any contractual or non-contractual obligations between PARTIES nor shall PARTIES rely on this estimated CONTRACT value for any purposes other than those expressly described herein.

**3. Schedule of Prices**

**3.1 Price of GOODS with related costs**

Price of GOODS shall be **fixed and firm** throughout the duration of this RELEASE ORDER and not subject to revision nor any adjustment due to currency fluctuations and no escalation shall be made during the RELEASE ORDER.

Except for Value Added Tax (VAT), the rate and prices shall be inclusive of all SUPPLIER's cost, overheads, taxes, transportation, proper international packing, and fulfilment of SUPPLIER's obligations and liabilities based on term **DAP at COMPANY's Designated Warehouse in Songkhla, Thailand** , INCOTERMS 2020.

The unit price of GOODS shall be described as follow:

**G1/61, G2/61, and Arthit**

**Package No. 1: Carbon Steel, BTC Connection for Casing and Coupling of 13 3/8" N80/N80Q**

Item	Description	Unit	Quantity (Meter or EA)	Unit rate	Unit
1.1	CSG, 13.3/8", #68, N80/N80Q, BTC, SMLS, PSL1, [R3]	Meter	10,400		USD/meter
1.2	COUPLING, 13.3/8", #68, N80/N80Q, BTC, SMLS, PSL1	Each	63		Each

**Remark:**

- SUPPLIER shall maintain the unit rate and price in case of split award by each package.
- In case any **Change in Laws and Regulations including with Government Agency announcement** shall apply during the CONTRACT effective, SUPPLIER shall foresee and ensure that all related price shall be included in the unit rate as above.

- **COMPANY does not allow SUPPLIER to revise the unit rate during CONTRACT effective.**

Above prices quoted are deemed to be included the following costs:

- Material Cost
- International Freight and Handling Cost
- Customs and Formalities for export from country of origin
- In-land Transportation (inbound/outbound until COMPANY's designated location)
- **Any Change in Laws and Regulations including with Government Agency announcement which may affect in the unit rate during CONTRACT effective**
- Other related operation and administration costs

#### **4. Liquidated Damages**

For any delay in delivery of the GOODS beyond the DELIVERY DATE for any reason, except due to FORCE MAJEURE and due to COMPANY's false, SUPPLIER shall pay to COMPANY the liquidated damages at the rate of zero point five percent (0.5%) of the awarded Package Value specified of each day of delay until the earlier of

(a) the acceptance of the GOODS by COMPANY; or

(b) the date of termination of the CONTRACT or relevant RELEASE ORDER by the COMPANY.

The total amount of liquidated damages shall not exceed ten percent (10%) of the ESTIMATED CONTRACT VALUE.

## **ATTACHMENT NO.1 of Exhibit B**

### **Content of Invoices and Billing Procedure**

1. SUPPLIER's invoices shall include:
  - A. The number and title of the CONTRACT;
  - B. Full details of the [SERVICES provided / GOODS delivered] during the invoice period;  
and
  - C. SUPPLIER's bank account.
  
2. SUPPLIER shall submit all invoices under the CONTRACT via COMPANY's online invoice billing system "Payment Plus". It is SUPPLIER's sole responsibility to familiarize himself and to ensure that he can access and use Payment Plus.
  
3. After SUPPLIER has completed the invoice submission in Payment Plus, SUPPLIER shall deliver hard copies of the below documents to COMPANY within 5 business days:
  - A. Billing Cover Sheet as generated from the Payment Plus system;
  - B. One copy of tax invoice (if any); and
  - C. One complete set of invoice documents as follows:
    - i. For supply contract
      1. Original invoice with SUPPLIER's authorized signature and reference to Purchase Order (PO) and/or CONTRACT number, including SUPPLIER's bank account details;
      2. Original tax invoice with vendor's authorized signature;
      3. Original debit note and/or credit note with SUPPLIER's authorized signature including one copy of such debit note / credit note (if any);
      4. One copy of delivery order with signature of COMPANY PERSONNEL as a recipient;
      5. One copy of Purchase Order (PO);
      6. Original receipt with signature of SUPPLIER PERSONNEL as a recipient (if any); and
      7. Other supporting documents as specified in CONTRACT (if any).
    - ii. For services contract
      1. Original invoice with SUPPLIER's authorized signature and reference to Service Order (SO) and/or CONTRACT number, including SUPPLIER's bank account details;
      2. Original tax invoice with vendor's authorized signature;
      3. Original debit note and/or credit note with SUPPLIER's authorized signature including one copy of such debit note and/or credit note (if any);
      4. Original delivery form or guarantee certificate or timesheet with name and signature of SUPPLIER;
      5. One copy of Service Order (SO) or extract content from the CONTRACT which specifies scope or work, SERVICES, including payment term;
      6. Original receipt with signature of SUPPLIER PERSONNEL as a recipient (if any); and
      7. Other supporting documents as specified in CONTRACT (if any).
  
4. SUPPLIER shall deliver the documents listed under Item 3 via either one of the following procedures:

**A. By Hand**

**Location:** Energy Complex Building, 1<sup>st</sup> Floor, Car Park Building A (Parking 2)

**Date & Time:** Tuesday and Thursday during 09.00 AM - 12.00 PM  
(excludes public holidays & COMPANY's holidays)

**B. Postal Service**

PTTEP Energy Development Company Limited  
For [G1/61 and G2/61]

Energy Complex Building A, Floors 6<sup>th</sup>, 19<sup>th</sup> -  
36<sup>th</sup>, 555/1 Vibhavadi Rangsit Road,  
Chatuchak, Bangkok 10900, Thailand

Attention: Payment Section (Invoice Billing)

PTT Exploration and Production Public Company Limited  
For [ART]

Energy Complex Building A, Floors 6<sup>th</sup>, 19<sup>th</sup> -  
36<sup>th</sup>, 555/1 Vibhavadi Rangsit Road,  
Chatuchak, Bangkok 10900, Thailand

Attention: Payment Section (Invoice Billing)

5. In case that SUPPLIER is not capable in using Payment Plus system and would like to request for offline invoice billing procedure, SUPPLIER shall submit such request via email to [[AccountPayableTeam@pttep.com](mailto:AccountPayableTeam@pttep.com)] for approval at least [15] business days before the intended invoice submission date.

COMPANY may waive SUPPLIER's obligation to submit all invoices under the CONTRACT via Payment Plus on a case-by-case basis only. In the event that SUPPLIER is waived from invoice billing via Payment Plus, SUPPLIER shall submit complete set of documents as required under Item 3 above (except for Billing Cover Sheet in Item 3 A, and shall submit such documents to the address as prescribed in Item 4 accordingly.

6. If SUPPLIER has any enquiry or requires further information, please contact (+662) 537-5545 during office hours (09.00 AM – 05.00 PM) or email to [AccountPayableTeam@pttep.com](mailto:AccountPayableTeam@pttep.com).
7. The information (name, address, tax registration ID) for invoice billing documents in relation to COMPANY is as follows:

COMPANY	Address	Tax registration ID
[Company Name]	Energy Complex Building A, Floors 6 <sup>th</sup> , 19 <sup>th</sup> - 36 <sup>th</sup> , 555/1 Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand	[Company's Tax ID] / [Head Office / Branch]

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## EXHIBIT B

### COMMERCIAL TERMS (PACKAGE No. 2)

#### 1. Currency of invoice and payment & unit rates

The currency to be used for invoicing and payment of GOODS shall be in USD (US Dollar) unless stated otherwise in RELEASE ORDER. All payment shall be invoiced and paid pursuant to Article 14 of the CONTRACT.

#### 2. Estimated CONTRACT value

The estimated CONTRACT value of this CONTRACT is .....US Dollar (.....USD).

The estimated CONTRACT value shall be used for the purposes of calculating the amounts of bank guarantee, LIQUIDATED DAMAGES, stamp duty and/or any other calculation which requires a estimated CONTRACT value. The estimated CONTRACT value shall not create any contractual or non-contractual obligations between PARTIES nor shall PARTIES rely on this estimated CONTRACT value for any purposes other than those expressly described herein.

#### 3. Schedule of Prices

##### 3.1 Price of GOODS with related costs

Price of GOODS shall be **fixed and firm** throughout the duration of this RELEASE ORDER and not subject to revision nor any adjustment due to currency fluctuations and no escalation shall be made during the RELEASE ORDER.

Except for Value Added Tax (VAT), the rate and prices shall be inclusive of all SUPPLIER's cost, overheads, taxes, transportation, proper international packing, and fulfilment of SUPPLIER's obligations and liabilities based on term **DAP at COMPANY's Designated Warehouse in Songkhla, Thailand**, INCOTERMS 2020.

The unit price of GOODS shall be described as follow:

#### **G1/61, G2/61, and Arthit**

#### **Package No. 2: Carbon Steel, Premium Connection for Casing and Coupling of 9 5/8" L80**

Item	Description	Unit	Quantity (Meter or EA)	Unit rate	Unit
2.1	CSG, 9.5/8", #47, L80, Premium Connection at least 60% compression, CAL4, SMLS, PSL1, [12.80-13.30 Meter]	Meter	67,600		USD/meter
2.2	COUPLING, 9.5/8", #47, L80, Premium Connection at least 60% compression, CAL4, SMLS, PSL1	Each	207		Each

#### **Remark:**

- SUPPLIER shall maintain the unit rate and price in case of split award by each package.
- In case any **Change in Laws and Regulations including with Government Agency announcement** shall apply during the CONTRACT effective, SUPPLIER shall foresee and ensure that all related price shall be included in the unit rate as above.

- **COMPANY does not allow SUPPLIER to revise the unit rate during CONTRACT effective.**

Above prices quoted are deemed to be included the following costs:

- Material Cost
- International Freight and Handling Cost
- Customs and Formalities for export from country of origin
- In-land Transportation (inbound/outbound until COMPANY's designated location)
- **Any Change in Laws and Regulations including with Government Agency announcement which may affect in the unit rate during CONTRACT effective**
- Other related operation and administration costs

#### **4. Liquidated Damages**

For any delay in delivery of the GOODS beyond the DELIVERY DATE for any reason, except due to FORCE MAJEURE and due to COMPANY's false, SUPPLIER shall pay to COMPANY the liquidated damages at the rate of zero point five percent (0.5%) of the awarded Package Value specified of each day of delay until the earlier of

(a) the acceptance of the GOODS by COMPANY; or

(b) the date of termination of the CONTRACT or relevant RELEASE ORDER by the COMPANY.

The total amount of liquidated damages shall not exceed ten percent (10%) of the ESTIMATED CONTRACT VALUE.

## **ATTACHMENT NO.1 of Exhibit B**

### **Content of Invoices and Billing Procedure**

1. SUPPLIER's invoices shall include:
  - A. The number and title of the CONTRACT;
  - B. Full details of the [SERVICES provided / GOODS delivered] during the invoice period; and
  - C. SUPPLIER's bank account.
  
2. SUPPLIER shall submit all invoices under the CONTRACT via COMPANY's online invoice billing system "Payment Plus". It is SUPPLIER's sole responsibility to familiarize himself and to ensure that he can access and use Payment Plus.
  
3. After SUPPLIER has completed the invoice submission in Payment Plus, SUPPLIER shall deliver hard copies of the below documents to COMPANY within 5 business days:
  - A. Billing Cover Sheet as generated from the Payment Plus system;
  - B. One copy of tax invoice (if any); and
  - C. One complete set of invoice documents as follows:
    - i. For supply contract
      1. Original invoice with SUPPLIER's authorized signature and reference to Purchase Order (PO) and/or CONTRACT number, including SUPPLIER's bank account details;
      2. Original tax invoice with vendor's authorized signature;
      3. Original debit note and/or credit note with SUPPLIER's authorized signature including one copy of such debit note / credit note (if any);
      4. One copy of delivery order with signature of COMPANY PERSONNEL as a recipient;
      5. One copy of Purchase Order (PO);
      6. Original receipt with signature of SUPPLIER PERSONNEL as a recipient (if any); and
      7. Other supporting documents as specified in CONTRACT (if any).
    - ii. For services contract
      1. Original invoice with SUPPLIER's authorized signature and reference to Service Order (SO) and/or CONTRACT number, including SUPPLIER's bank account details;
      2. Original tax invoice with vendor's authorized signature;
      3. Original debit note and/or credit note with SUPPLIER's authorized signature including one copy of such debit note and/or credit note (if any);
      4. Original delivery form or guarantee certificate or timesheet with name and signature of SUPPLIER;
      5. One copy of Service Order (SO) or extract content from the CONTRACT which specifies scope or work, SERVICES, including payment term;
      6. Original receipt with signature of SUPPLIER PERSONNEL as a recipient (if any); and
      7. Other supporting documents as specified in CONTRACT (if any).
  
4. SUPPLIER shall deliver the documents listed under Item 3 via either one of the following procedures:



**A. By Hand**

**Location:** Energy Complex Building, 1<sup>st</sup> Floor, Car Park Building A (Parking 2)

**Date & Time:** Tuesday and Thursday during 09.00 AM - 12.00 PM  
(excludes public holidays & COMPANY's holidays)

**B. Postal Service**

PTTEP Energy Development Company Limited  
For [G1/61 and G2/61]

Energy Complex Building A, Floors 6<sup>th</sup>, 19<sup>th</sup> -  
36<sup>th</sup>, 555/1 Vibhavadi Rangsit Road,  
Chatuchak, Bangkok 10900, Thailand

Attention: Payment Section (Invoice Billing)

PTT Exploration and Production Public Company Limited  
For [ART]

Energy Complex Building A, Floors 6<sup>th</sup>, 19<sup>th</sup> -  
36<sup>th</sup>, 555/1 Vibhavadi Rangsit Road,  
Chatuchak, Bangkok 10900, Thailand

Attention: Payment Section (Invoice Billing)

5. In case that SUPPLIER is not capable in using Payment Plus system and would like to request for offline invoice billing procedure, SUPPLIER shall submit such request via email to [[AccountPayableTeam@pttep.com](mailto:AccountPayableTeam@pttep.com)] for approval at least [15] business days before the intended invoice submission date.

COMPANY may waive SUPPLIER's obligation to submit all invoices under the CONTRACT via Payment Plus on a case-by-case basis only. In the event that SUPPLIER is waived from invoice billing via Payment Plus, SUPPLIER shall submit complete set of documents as required under Item 3 above (except for Billing Cover Sheet in Item 3 A, and shall submit such documents to the address as prescribed in Item 4 accordingly.

6. If SUPPLIER has any enquiry or requires further information, please contact (+662) 537-5545 during office hours (09.00 AM – 05.00 PM) or email to [AccountPayableTeam@pttep.com](mailto:AccountPayableTeam@pttep.com).
7. The information (name, address, tax registration ID) for invoice billing documents in relation to COMPANY is as follows:

COMPANY	Address	Tax registration ID
[Company Name]	Energy Complex Building A, Floors 6 <sup>th</sup> , 19 <sup>th</sup> - 36 <sup>th</sup> , 555/1 Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand	[Company's Tax ID] / [Head Office / Branch]

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**EXHIBIT B**

**COMMERCIAL TERMS (PACKAGE No.3)**

**1. Currency of invoice and payment & unit rates**

The currency to be used for invoicing and payment of GOODS shall be in USD (US Dollar) unless stated otherwise in RELEASE ORDER. All payment shall be invoiced and paid pursuant to Article 14 of the CONTRACT.

**2. Estimated CONTRACT value**

The estimated CONTRACT value of this CONTRACT is .....US Dollar (.....USD).

The estimated CONTRACT value shall be used for the purposes of calculating the amounts of bank guarantee, LIQUIDATED DAMAGES, stamp duty and/or any other calculation which requires a estimated CONTRACT value. The estimated CONTRACT value shall not create any contractual or non-contractual obligations between PARTIES nor shall PARTIES rely on this estimated CONTRACT value for any purposes other than those expressly described herein.

**3. Schedule of Prices**

**3.1 Price of GOODS with related costs**

Price of GOODS shall be **fixed and firm** throughout the duration of this RELEASE ORDER and not subject to revision nor any adjustment due to currency fluctuations and no escalation shall be made during the RELEASE ORDER.

Except for Value Added Tax (VAT), the rate and prices shall be inclusive of all SUPPLIER's cost, overheads, taxes, transportation, proper international packing, and fulfilment of SUPPLIER's obligations and liabilities based on term **DAP at COMPANY's Designated Warehouse in Songkhla, Thailand** , INCOTERMS 2020.

The unit price of GOODS shall be described as follow:

**G1/61, G2/61, and Arthit**

**Package No. 3: Carbon Steel, Premium Connection for Casing and Coupling of 7" T95**

Item	Description	Unit	Quantity (Meter or EA)	Unit rate	Unit
3.1	CSG, 7", #29, T95, Premium Connection at least 60% compression, Special Drift 6.125", CAL4, SMLS, PSL1, [12.80-13.30 Meter]	Meter	96,720		USD/meter
3.2	COUPLING, 7", #29, T95, Premium Connection at least 60% compression, CAL4, SMLS, PSL1	Each	221		Each

**Remark:**

- SUPPLIER shall maintain the unit rate and price in case of split award by each package.
- In case any **Change in Laws and Regulations including with Government Agency announcement** shall apply during the CONTRACT effective, SUPPLIER shall foresee and ensure that all related price shall be included in the unit rate as above.

- **COMPANY does not allow SUPPLIER to revise the unit rate during CONTRACT effective.**

Above prices quoted are deemed to be included the following costs:

- Material Cost
- International Freight and Handling Cost
- Customs and Formalities for export from country of origin
- In-land Transportation (inbound/outbound until COMPANY's designated location)
- **Any Change in Laws and Regulations including with Government Agency announcement which may affect in the unit rate during CONTRACT effective**
- Other related operation and administration costs

#### **4. Liquidated Damages**

For any delay in delivery of the GOODS beyond the DELIVERY DATE for any reason, except due to FORCE MAJEURE and due to COMPANY's false, SUPPLIER shall pay to COMPANY the liquidated damages at the rate of zero point five percent (0.5%) of the awarded Package Value specified of each day of delay until the earlier of

(a) the acceptance of the GOODS by COMPANY; or

(b) the date of termination of the CONTRACT or relevant RELEASE ORDER by the COMPANY.

The total amount of liquidated damages shall not exceed ten percent (10%) of the ESTIMATED CONTRACT VALUE.

## **ATTACHMENT NO.1 of Exhibit B**

### **Content of Invoices and Billing Procedure**

1. SUPPLIER's invoices shall include:
  - A. The number and title of the CONTRACT;
  - B. Full details of the [SERVICES provided / GOODS delivered] during the invoice period;  
and
  - C. SUPPLIER's bank account.
  
2. SUPPLIER shall submit all invoices under the CONTRACT via COMPANY's online invoice billing system "Payment Plus". It is SUPPLIER's sole responsibility to familiarize himself and to ensure that he can access and use Payment Plus.
  
3. After SUPPLIER has completed the invoice submission in Payment Plus, SUPPLIER shall deliver hard copies of the below documents to COMPANY within 5 business days:
  - A. Billing Cover Sheet as generated from the Payment Plus system;
  - B. One copy of tax invoice (if any); and
  - C. One complete set of invoice documents as follows:
    - i. For supply contract
      1. Original invoice with SUPPLIER's authorized signature and reference to Purchase Order (PO) and/or CONTRACT number, including SUPPLIER's bank account details;
      2. Original tax invoice with vendor's authorized signature;
      3. Original debit note and/or credit note with SUPPLIER's authorized signature including one copy of such debit note / credit note (if any);
      4. One copy of delivery order with signature of COMPANY PERSONNEL as a recipient;
      5. One copy of Purchase Order (PO);
      6. Original receipt with signature of SUPPLIER PERSONNEL as a recipient (if any); and
      7. Other supporting documents as specified in CONTRACT (if any).
    - ii. For services contract
      1. Original invoice with SUPPLIER's authorized signature and reference to Service Order (SO) and/or CONTRACT number, including SUPPLIER's bank account details;
      2. Original tax invoice with vendor's authorized signature;
      3. Original debit note and/or credit note with SUPPLIER's authorized signature including one copy of such debit note and/or credit note (if any);
      4. Original delivery form or guarantee certificate or timesheet with name and signature of SUPPLIER;
      5. One copy of Service Order (SO) or extract content from the CONTRACT which specifies scope or work, SERVICES, including payment term;
      6. Original receipt with signature of SUPPLIER PERSONNEL as a recipient (if any); and
      7. Other supporting documents as specified in CONTRACT (if any).
  
4. SUPPLIER shall deliver the documents listed under Item 3 via either one of the following procedures:

**A. By Hand**

**Location:** Energy Complex Building, 1<sup>st</sup> Floor, Car Park Building A (Parking 2)

**Date & Time:** Tuesday and Thursday during 09.00 AM - 12.00 PM  
(excludes public holidays & COMPANY's holidays)

**B. Postal Service**

PTTEP Energy Development Company Limited  
For [G1/61 and G2/61]

Energy Complex Building A, Floors 6<sup>th</sup>, 19<sup>th</sup> -  
36<sup>th</sup>, 555/1 Vibhavadi Rangsit Road,  
Chatuchak, Bangkok 10900, Thailand

Attention: Payment Section (Invoice Billing)

PTT Exploration and Production Public Company Limited  
For [ART]

Energy Complex Building A, Floors 6<sup>th</sup>, 19<sup>th</sup> -  
36<sup>th</sup>, 555/1 Vibhavadi Rangsit Road,  
Chatuchak, Bangkok 10900, Thailand

Attention: Payment Section (Invoice Billing)

5. In case that SUPPLIER is not capable in using Payment Plus system and would like to request for offline invoice billing procedure, SUPPLIER shall submit such request via email to [[AccountPayableTeam@pttep.com](mailto:AccountPayableTeam@pttep.com)] for approval at least [15] business days before the intended invoice submission date.

COMPANY may waive SUPPLIER's obligation to submit all invoices under the CONTRACT via Payment Plus on a case-by-case basis only. In the event that SUPPLIER is waived from invoice billing via Payment Plus, SUPPLIER shall submit complete set of documents as required under Item 3 above (except for Billing Cover Sheet in Item 3 A, and shall submit such documents to the address as prescribed in Item 4 accordingly.

6. If SUPPLIER has any enquiry or requires further information, please contact (+662) 537-5545 during office hours (09.00 AM – 05.00 PM) or email to [AccountPayableTeam@pttep.com](mailto:AccountPayableTeam@pttep.com).
7. The information (name, address, tax registration ID) for invoice billing documents in relation to COMPANY is as follows:

COMPANY	Address	Tax registration ID
[Company Name]	Energy Complex Building A, Floors 6 <sup>th</sup> , 19 <sup>th</sup> - 36 <sup>th</sup> , 555/1 Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand	[Company's Tax ID] / [Head Office / Branch]

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**EXHIBIT B**

**COMMERCIAL TERMS (PACKAGE No.4)**

**1. Currency of invoice and payment & unit rates**

The currency to be used for invoicing and payment of GOODS shall be in USD (US Dollar) unless stated otherwise in RELEASE ORDER. All payment shall be invoiced and paid pursuant to Article 14 of the CONTRACT.

**2. Estimated CONTRACT value**

The estimated CONTRACT value of this CONTRACT is .....US Dollar (.....USD).

The estimated CONTRACT value shall be used for the purposes of calculating the amounts of bank guarantee, LIQUIDATED DAMAGES, stamp duty and/or any other calculation which requires a estimated CONTRACT value. The estimated CONTRACT value shall not create any contractual or non-contractual obligations between PARTIES nor shall PARTIES rely on this estimated CONTRACT value for any purposes other than those expressly described herein.

**3. Schedule of Prices**

**3.1 Price of GOODS with related costs**

Price of GOODS shall be **fixed and firm** throughout the duration of this RELEASE ORDER and not subject to revision nor any adjustment due to currency fluctuations and no escalation shall be made during the RELEASE ORDER.

Except for Value Added Tax (VAT), the rate and prices shall be inclusive of all SUPPLIER's cost, overheads, taxes, transportation, proper international packing, and fulfilment of SUPPLIER's obligations and liabilities based on term **DAP at COMPANY's Designated Warehouse in Songkhla, Thailand** , INCOTERMS 2020.

The unit price of GOODS shall be described as follow:

**G1/61, G2/61, and Arthit**

**Package No. 4 : Carbon Steel, Premium Connection for Casing and Coupling of 7” L80 and 2-7/8” L80**

Item	Description	Unit	Quantity (Meter or EA)	Unit rate	Unit
4.1	CSG, 7", #29, L80, Premium Connection at least 60% compression, Special Drift 6.125", CAL4, SMLS, PSL1, [12.80-13.30 Meter]	Meter	126,880		USD/meter
4.2	TBG, 2-7/8", #6.4, L80, Premium Connection at least 80% compression, CAL4, SMLS, PSL1, [12.80-13.30 Meter]	Meter	200,720		USD/meter
4.3	COUPLING, 7", #29, L80, Premium Connection at least 60% compression, CAL4, SMLS, PSL1	Each	283		Each
4.4	COUPLING, 2-7/8", #6.4, L80, Premium Connection at least 80% compression, CAL4, SMLS, PSL1	Each	966		Each

**Remark:**

- SUPPLIER shall maintain the unit rate and price in case of split award by each package.
- In case any **Change in Laws and Regulations including with Government Agency announcement** shall apply during the CONTRACT effective, SUPPLIER shall foresee and ensure that all related price shall be included in the unit rate as above.
- **COMPANY does not allow SUPPLIER to revise the unit rate during CONTRACT effective.**

Above prices quoted are deemed to be included the following costs:

- Material Cost
- International Freight and Handling Cost
- Customs and Formalities for export from country of origin
- In-land Transportation (inbound/outbound until COMPANY's designated location)
- **Any Change in Laws and Regulations including with Government Agency announcement which may affect in the unit rate during CONTRACT effective**
- Other related operation and administration costs

**4. Liquidated Damages**

For any delay in delivery of the GOODS beyond the DELIVERY DATE for any reason, except due to FORCE MAJEURE and due to COMPANY's false, SUPPLIER shall pay to COMPANY the liquidated damages at the rate of zero point five percent (0.5%) of the awarded Package Value specified of each day of delay until the earlier of

(a) the acceptance of the GOODS by COMPANY; or

(b) the date of termination of the CONTRACT or relevant RELEASE ORDER by the COMPANY.

The total amount of liquidated damages shall not exceed ten percent (10%) of the ESTIMATED CONTRACT VALUE.



## **ATTACHMENT NO.1 of Exhibit B**

### **Content of Invoices and Billing Procedure**

1. SUPPLIER's invoices shall include:
  - A. The number and title of the CONTRACT;
  - B. Full details of the [SERVICES provided / GOODS delivered] during the invoice period;  
and
  - C. SUPPLIER's bank account.
  
2. SUPPLIER shall submit all invoices under the CONTRACT via COMPANY's online invoice billing system "Payment Plus". It is SUPPLIER's sole responsibility to familiarize himself and to ensure that he can access and use Payment Plus.
  
3. After SUPPLIER has completed the invoice submission in Payment Plus, SUPPLIER shall deliver hard copies of the below documents to COMPANY within 5 business days:
  - A. Billing Cover Sheet as generated from the Payment Plus system;
  - B. One copy of tax invoice (if any); and
  - C. One complete set of invoice documents as follows:
    - i. For supply contract
      1. Original invoice with SUPPLIER's authorized signature and reference to Purchase Order (PO) and/or CONTRACT number, including SUPPLIER's bank account details;
      2. Original tax invoice with vendor's authorized signature;
      3. Original debit note and/or credit note with SUPPLIER's authorized signature including one copy of such debit note / credit note (if any);
      4. One copy of delivery order with signature of COMPANY PERSONNEL as a recipient;
      5. One copy of Purchase Order (PO);
      6. Original receipt with signature of SUPPLIER PERSONNEL as a recipient (if any); and
      7. Other supporting documents as specified in CONTRACT (if any).
    - ii. For services contract
      1. Original invoice with SUPPLIER's authorized signature and reference to Service Order (SO) and/or CONTRACT number, including SUPPLIER's bank account details;
      2. Original tax invoice with vendor's authorized signature;
      3. Original debit note and/or credit note with SUPPLIER's authorized signature including one copy of such debit note and/or credit note (if any);
      4. Original delivery form or guarantee certificate or timesheet with name and signature of SUPPLIER;
      5. One copy of Service Order (SO) or extract content from the CONTRACT which specifies scope or work, SERVICES, including payment term;
      6. Original receipt with signature of SUPPLIER PERSONNEL as a recipient (if any); and
      7. Other supporting documents as specified in CONTRACT (if any).
  
4. SUPPLIER shall deliver the documents listed under Item 3 via either one of the following procedures:

**A. By Hand**

**Location:** Energy Complex Building, 1<sup>st</sup> Floor, Car Park Building A (Parking 2)

**Date & Time:** Tuesday and Thursday during 09.00 AM - 12.00 PM  
(excludes public holidays & COMPANY's holidays)

**B. Postal Service**

PTTEP Energy Development Company Limited  
For [G1/61 and G2/61]

Energy Complex Building A, Floors 6<sup>th</sup>, 19<sup>th</sup> -  
36<sup>th</sup>, 555/1 Vibhavadi Rangsit Road,  
Chatuchak, Bangkok 10900, Thailand

Attention: Payment Section (Invoice Billing)

PTT Exploration and Production Public Company Limited  
For [ART]

Energy Complex Building A, Floors 6<sup>th</sup>, 19<sup>th</sup> -  
36<sup>th</sup>, 555/1 Vibhavadi Rangsit Road,  
Chatuchak, Bangkok 10900, Thailand

Attention: Payment Section (Invoice Billing)

5. In case that SUPPLIER is not capable in using Payment Plus system and would like to request for offline invoice billing procedure, SUPPLIER shall submit such request via email to [[AccountPayableTeam@pttep.com](mailto:AccountPayableTeam@pttep.com)] for approval at least [15] business days before the intended invoice submission date.

COMPANY may waive SUPPLIER's obligation to submit all invoices under the CONTRACT via Payment Plus on a case-by-case basis only. In the event that SUPPLIER is waived from invoice billing via Payment Plus, SUPPLIER shall submit complete set of documents as required under Item 3 above (except for Billing Cover Sheet in Item 3 A, and shall submit such documents to the address as prescribed in Item 4 accordingly.

6. If SUPPLIER has any enquiry or requires further information, please contact (+662) 537-5545 during office hours (09.00 AM – 05.00 PM) or email to [AccountPayableTeam@pttep.com](mailto:AccountPayableTeam@pttep.com).
7. The information (name, address, tax registration ID) for invoice billing documents in relation to COMPANY is as follows:

COMPANY	Address	Tax registration ID
[Company Name]	Energy Complex Building A, Floors 6 <sup>th</sup> , 19 <sup>th</sup> - 36 <sup>th</sup> , 555/1 Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand	[Company's Tax ID] / [Head Office / Branch]

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**Exhibit C**  
**Transport & Customs Shipping Instruction**  
**for Import of General Cargo**

FOC - Supply of OCTG (Carbon Steel)



**PTT Exploration and Production Public Company Limited**

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**Shipping Instruction for Thailand Import Shipment  
(PTTEP ED for G2/61)**

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**Document Code: 11017-BDE-LOG-2106-R00**

**Revision: 00**

**28 November 2019**

Approval Register	
Document Title:	Shipping Instruction for Thailand Import Shipment (PTTEP ED G2/61)
Document Code:	11017-BDE-LOG-2106-R00

Function	Title	Name	Signature	Date
Prepared By:	PLG/F	Thaowan K.	<i>Thaowan K.</i>	27/11/2019
Document Custodian:	PSM/S	Veeraphong P.	<i>Veeraphong P.</i>	27/11/2019
Approved By:	PLG/F	Preekamol T.	<i>Preekamol T.</i>	27/11/2019

Document Revision History			
Rev.	Description of Revision	Revised by	Date
00	Original Version (based on Shipping Instruction for Thailand Import Shipment (PTTEP ED))	Customs & Transportation Team	20/11/2019
<i>This document will be reviewed 3 years from date of approval or revised earlier if necessary</i>			

## 1. WARNING

Vendors, Contractors, Subcontractors, Forwarding Agents must strictly follow these shipping instructions to be in compliance with their obligation on the contractual terms of delivery of the goods.

Failure to comply with these instructions will lead to the delay or blockage of the clearance of goods and subject to refusal to import and customs clearance under PTTEP Energy Development Company Limited's umbrella (PTTEP ED).

PTTEP ED will not clear an unknown shipment as it cannot be identified as equipment which is imported exclusively for use in PTTEP ED operations.

These instructions do not alter the other conditions of purchase included in PTTEP ED's orders.

## 2. CONSIGNEE NAME

Consignee name must appear exactly as below on Commercial Invoice/Shipping Invoice, Packing List, Air Waybill (AWB) and Bill of Lading (BL).

**PTTEP Energy Development Company Limited  
Energy Complex Building A, Floors 6, 19-36  
555/1 Vibhavadi-Rangsit Road,  
Chatuchak, Bangkok 10900  
Thailand**

## 3. REQUIRED DOCUMENTS

### **\*GREEN-LIGHT REQUIREMENT\***

**All dangerous goods, chemicals, fluid, gas masks, weights & scales, radio/telecommunication devices, must obtain green-light to ship prior shipping by submitting all below documents to PTTEP ED Logistics Key Contact Person listed in section 8 of this shipping instruction.**

- Commercial Invoice,
- Packing List,
- Air Waybill (AWB) or
- Bill of Lading (BL) – Surrendered,
- Safety Data Sheet (SDS) - If applicable,
- Shipper Declaration of Dangerous Goods (SDDG) – If applicable,
- Certificates – If applicable / As required by PO or Contract,
- Delivery Note / Delivery Order – In the case of EXW, FCA, and FOB shipments

## 4. COMMERCIAL INVOICE / SHIPPING INVOICE AND PACKING LIST

Commercial Invoice / Shipping Invoice must include all of below information.

- Commercial Invoice Number,
- Commercial Invoice Date,

- Shipper Address,
- Consignee Address,
- PTTEP ED's PO Number / PTTEP ED's Contract Number / Block Number G2/61 / PTTEP ED Contact Person's Name,
- PO Item Number and Description (English),
- PO Item Brand Name, or Manufacturer,
- Serial Number (if applicable),
- Country of Origin,
- Quantity,
- Unit of Measurement,
- Unit Price (USD),
- Total Value (USD),
- Signed / Stamped by shipper

**Note: Pro-forma Invoice is not acceptable.**

Packing List must contain below information.

- Block Number G2/61
- Package Details,
- Packaging Description (Carton Box, Wooden Box, Pallets, etc.),
- Number of Package,
- PO Item Number and Description (English) of each individual package,
- Weight & Dimension (in metric system) of individual package as well as total packages

## **5. PORT OF DESTINATION**

### **Air Freight**

- Bangkok Airport (SVN)
- Hatyai Airport (HDY)

### **Sea Freight**

- Bangkok Port (BKK)
- Leam Chabang Sea Port (LCB)
- Songkhla Sea Port (SKL)

### **Cross-Border Truck**

- Sadao Border
- Padang Bezar Border

To send a shipment to the port other than the one listed above, please seek approval from PTTEP ED Logistics Key Contact Persons in section 8.



## 6. PACKING

Package must be Sea/Air worthy and use sufficiently durable packaging material to withstand overseas transportation with full protection from all possible damages or mishandling as well as comply with international regulations (IATA & IMDG), and incoterms 2010.

Goods shipped under different block number, the package must be separated. Combining packages from different block number in the same package is not allowed.

## 7. SHIPPING MARK

Each individual package must be clearly visible, legibly and durable stencil in accordance with the following;

a) FROM: Name of Contractor or Vendor

TO: **PTTEP Energy Development Company Limited**

b) PO No. /Contract No. / Block No. G2/61

Box No.....of.....

Net Weight: .....Gross Weight:.....

Dimension: L.....W.....H..... (cm)

c) PO Item Number and Description (English) at 2 sides of each individual package

d) Warning Label, if applicable, in accordance with International Regulations (IATA & IMDG)

## 8. PRE-ALERT / NOTIFICATION OF SHIPMENT

Prior shipment arrival, scanned copy of all required documents in section 3 must be sent to:

NAME	POSITION	PHONE NO.	FAX NO.	E-MAIL ADDRESS
Nunthalak B.	Team Leader, Customs and Transportation	662.537.5091	662.537.4444	<a href="mailto:Nunthalakb@pttep.com">Nunthalakb@pttep.com</a>
Chotika T.	Officer, Customs and Transportation Support	662.537.5024	662.537.4444	<a href="mailto:chotikat@pttep.com">chotikat@pttep.com</a>
Ariya P.	Officer, Customs and Transportation Support	662.537.4064	662.537.4444	<a href="mailto:ariyap@pttep.com">ariyap@pttep.com</a>
Niphath O.	Officer, Customs and Transportation Support	6674.338.830	6674.338.890	<a href="mailto:niphato@pttep.com">niphato@pttep.com</a>
Wissawat W.	Officer, Customs and Transportation Support	6674.338.820	6674.338.890	<a href="mailto:wissawatw@pttep.com">wissawatw@pttep.com</a>

## 9. SPECIAL INSTRUCTIONS

### 9.1 TRUCKING SHIPMENT

The below documents and information must be advised by e-mail to PTTEP ED 2 working days in advance.

- ✓ Commercial Invoice / Shipping Invoice and Packing List
- ✓ Transporter and contact person detail
- ✓ Trucking schedule and detail

One set of Original Commercial Invoice / Shipping Invoice must be accompanied with truck.

### 9.2 FCA, FOB OR EXW SHIPMENT

The goods shall be delivered to PTTEP ED Freight Forwarder with the following documents;

- ✓ Delivery Note (the delivery note must show the number of packages delivered)
- ✓ The Original Commercial Invoice / Shipping Invoice and Packing List

### 9.3 TUBULAR SHIPMENT

Each individual tubular must be legibly and durably stenciled in accordance with the following;

- ✓ Marking as per API specification
- ✓ TO: **PTTEP Energy Development Company Limited**
- ✓ Block No.G2/61
- ✓ PO No.: .....
- ✓ Item No.: .....
- ✓ At pin end, one foot from last thread, one ring of BLUE PAINT and one ring of RED PAINT with a space of one inch between the rings.

## 10. DOCUMENT FOR EXTERNAL USE

Document for external use will be distributed to all PTTEP ED's staff in Supply Chain Document Center.



**PTT Exploration and Production Public Company Limited**

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**Shipping Instruction for Thailand Import Shipment  
(PTTEP)**




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**Document Code: 11017-BDE-LOG-2101-R02**

**Revision: 02**

**18<sup>th</sup> February 2022**

Approval Register	
<b>Document Title:</b>	Shipping Instruction for Thailand Import Shipment (PTTEP)
<b>Document Code:</b>	11017-BDE-LOG-2101-R02

Function	Title	Name	Signature	Date
<b>Prepared By:</b>	OLG/F	Supinya P.		15/02/2022
<b>Document Custodian:</b>	OSM/S	Veeraphong P.		16/02/2022
<b>Document Owner:</b>	OLG/F	Junjira T.		18/02/2022
<b>Approved By:</b>				

Document Revision History			
Rev.	Description of Revision	Revised by	Date
00	Original Version based on Shipping Instruction for Thailand Import Shipment (PTTEP) revision 2 and update requirement of PO Item Number and Description. in "Section 4.0 - Commercial Invoice / Shipping Invoice and Packing List" and position in "Section 7.0 - Shipping Mark").	Customs & Transportation Team.	05/04/2017
01	Update name, position, phone number, email address in "Section 8.0 - Pre-Alert / Notification of Shipment".	Customs & Transportation Team	26/09/2019
02	<ul style="list-style-type: none"> <li>Section 1 – Important: Renamed the section name from 'Warning' to 'Important'.</li> <li>Section 3 - Required Documents: Updated the required documents.</li> <li>Section 4 – Commercial / Shipping Invoice and Packing List: Updated the required information.</li> <li>Section 6 – Packing: Added the instructions for packaging consideration.</li> <li>Section 8 – Pre-Alert / Notification of Shipment: Detailed the required notifications according to Incoterms.</li> </ul>	Customs & Transportation Team	07/02/2022

*This document will be reviewed every 5 years from date of approval or earlier, if necessary.*

## Table of Contents

<b>1.0</b>	<b>Important</b> .....	<b>1</b>
<b>2.0</b>	<b>Consignee Name</b> .....	<b>1</b>
<b>3.0</b>	<b>Required Documents</b> .....	<b>1</b>
<b>4.0</b>	<b>Commercial / Shipping Invoice and Packing List</b> .....	<b>2</b>
4.1	<i>Commercial / Shipping Invoice must include all of below information</i> .....	2
4.2	<i>Packing List must contain below information</i> .....	2
<b>5.0</b>	<b>Port of Destination</b> .....	<b>3</b>
<b>6.0</b>	<b>Packing</b> .....	<b>3</b>
<b>7.0</b>	<b>Shipping Mark</b> .....	<b>4</b>
<b>8.0</b>	<b>Pre-Alert / Notification of Shipment</b> .....	<b>5</b>
<b>9.0</b>	<b>Special Instructions</b> .....	<b>6</b>
9.1	<i>Cross-Border Truck Shipment</i> .....	6
9.2	<i>FCA, FOB or EXW Shipment</i> .....	7
9.3	<i>Tubular Shipment</i> .....	7

## 1.0 IMPORTANT

Vendors, Contractors, Subcontractors, Forwarding Agents must strictly follow these shipping instructions to be in compliance with their obligation on the contractual terms of delivery of the goods.

Failure to comply with these instructions will lead to the delay or blockage of the clearance of goods and subject to refusal to import and customs clearance under PTT Exploration and Production Public Company Limited's umbrella (PTTEP).

PTTEP will not clear an unknown shipment as it cannot be identified as goods which is imported exclusively for use in PTTEP operations.

These instructions do not alter the other conditions of purchase included in PTTEP's orders.

## 2.0 CONSIGNEE NAME

Consignee name must appear exactly as below on Commercial / Shipping Invoice, Packing List, Air Waybill (AWB) and Bill of Lading (BL).

**PTT EXPLORATION AND PRODUCTION PUBLIC COMPANY LIMITED  
Energy Complex Building A, Floors 6, 19-  
36 555/1 Vibhavadi-Rangsit Road,  
Chatuchak, Bangkok 10900  
Thailand**

## 3.0 REQUIRED DOCUMENTS

### **\*GREEN-LIGHT REQUIREMENT\***

**All import goods must obtain green-light to ship prior shipping by submitting all below documents to PTTEP Logistics Key Contact Person listed in section 8 of this shipping instruction.**

- Commercial / Shipping Invoice and Packing List,
- Air Waybill (AWB) or
- Bill of Lading (BL) – Surrendered,
- Delivery Note / Delivery Order – In the case of EXW, FCA, and FOB shipments
- Safety Data Sheet (SDS) - If applicable for dangerous goods, chemicals, fluid, gas masks, weights & scales, radio/ telecommunication devices, etc.
- Shipper Declaration of Dangerous Goods – If applicable,
- Certificates – If applicable / As required by PO or Contract,
- Dual-Use Items (DUI); End User Self Certificate/ End User statement Certificate/ Declaration - If applicable,

## 4.0 COMMERCIAL / SHIPPING INVOICE AND PACKING LIST

### 4.1 Commercial / Shipping Invoice must include all of below information.

- Invoice Number,
- Invoice Date,
- Shipper Name and Address,
- Consignee Name and Address,
- Detail of Contact Person,
- PO Number /Contract Number / Project Name,
- PO Incoterms,
- PO Item Number, Material Number
- Full description of goods (English),
- Brand Name, or Manufacturer,
- Serial and/or Part Number - If applicable,
- Harmonized System Codes (HS Code)/ HS Correlation List/ HTS Number,
- DUI number (EU list) or Export Control Classification Number (ECCN code) - If applicable,
- Quantity,
- Order Unit,
- Unit Price,
- Total Amount, Currency,
- Country of Origin,
- Signed / Stamped by shipper
- Unit of Measurement,
- Unit Price (USD),
- Total Value (USD),
- Signed / Stamped by shipper

#### **Important Note:**

- Pro-forma Invoice is not acceptable.
- Every item in the shipment must have a stated value, cannot indicate a value of zero for the purposes of clearing customs.
- One set of invoice and packing list shall be enclosed at side of each package.

### 4.2 Packing List must contain below information.

- Project Name,
- Cargo details,
- Number of Package,
- Packaging Description (Carton Box, Wooden Box, Pallets, etc.),
- PO Item Number and Full name of goods description (English) of each individual package,
- Net Weight & Gross Weight (in Kilogram) of each package and total packages,
- Dimension (in centimeter) of each package,
- Shipping Mark (same as labeled on package)

## 5.0 PORT OF DESTINATION

### Air Freight

- Bangkok Airport (SVN)
- Hatyai Airport (HDY)

### Sea Freight

- Bangkok Port (BKK)
- Leam Chabang Sea Port (LCB)
- Songkhla Sea Port (SKL)

### Cross-Border Truck

- Sadao Border
- Padang Bezar Border

**Important Note:** To send a shipment to the port other than the one listed above, please seek approval from PTTEP Logistics Key Contact Persons in section 8.

## 6.0 PACKING

Package must be Sea/Air/Cross-Border Truck worthy and use sufficiently durable packaging material to withstand overseas transportation with full protection from all possible damages or mishandling as well as comply with international regulations (IATA & IMDG), and Incoterms.

**Important Note:** Goods arrange under different Project name, the package must be separated. Combining packages from different Project name in the same package is not allowed.

Below are the instructions for packaging consideration;

### 1) Boxing

Lighter goods (Gross weight estimated less than 30 kg.) can be boxed. Caution should be taken for structurally weak, long, and narrow cardboard packaging (i.e., dimension of any sides of package more than 120 cm.) Reinforce the packaging or considering crating.

### 2) Crating

Heavier and/or larger items should be crated. Fully enclose goods with quality hardwood and brace crate diagonally to increase its strength. Ensure It is advised that the wood should be heat or chemically treated, fumigated prior to use, if applicable.

### 3) Palletizing

For bulk shipping or heavily boxed pieces, place the items on a pallet. Ensure a level and even surface on top of the pallet, and do not allow boxes to overhang the pallet's edge.



**Recommendation:**

- Large or palletized pieces need to be suitable for international transportation where goods are handled through a uniform network of Sea/Air/Cross-Border Truck and automated handling facilities.
- Individual pieces weighing more than 70 kg. must be packaged in a fork-movable crate or securely loaded to a pallet. For pieces from 30-70 kg. is recommended using a pallet or crate, but if using a box, it must be capable of supporting the full weight of the goods. Due to the weight, special handling equipment that includes forklifts will be required to move the item and in case of improper packages, the package may be refused collection/receipt (for Incoterms "E" term and "F")

For Incoterms "E" term and "F", General packages for each Mode of Transportation are as following table. Exceeded below mentioned weight & Dimension shall consider as Oversized cargo and it is advised that the Commercial Invoice and Packing list of Oversized cargo shall be separated from general cargo.

Mode of Transport	General package criteria
Air Transportation	Any packages with: 1. Any single weight not greater than 2,500.00 kilograms, and 2. Any single dimension not greater than 300.00 centimeters (length) x 220.00 centimeters (width) x 160.00 centimeters (height)
Sea Transportation	Any packages with: 1. Any single weight not greater than 22 metric tons, and 2. Any single dimension not greater than (length x width x height) 5.30 x 2.00 x 2.00 meters (ie, in-gauge cargo only)
Cross-Border Truck	Any packages with: 1. Any single weight not greater than 24 metric tons, and 2. Any single dimension not greater than (length x width x height) 12.0 x 2.4 x 3.4 meters

**7.0 SHIPPING MARK**

Each package must be clearly visible and durable stencil in accordance with the following;

- a) FROM: Name of Contractor or Vendor

**TO: PTT EXPLORATION AND PRODUCTION PUBLIC COMPANY LIMITED**

- b) PO No. / Contract No. / Project Name at 2 sides of each package

Box No.....of.....

Net Weight: ..... Gross Weight:.....

Dimension: L.....W.....H..... (cm)

- c) PO Item Number and Description (English) at 2 sides of each individual package

- d) Warning Label, if applicable, in accordance with International Regulations (IATA & IMDG)

**Note:** According to the new Customs Act, all import shipments to Thailand must include a shipping mark on outer layer of the package. The same shipping mark must be notated on all shipping documents such as commercial invoices, packing lists, and bills of lading. On these forms, entries of “N/M”, no shipping mark, or a blank space will no longer be accepted. Import shipments without a shipping mark or a shipping mark that does not match the documents are subject to a penalty not exceeding Baht 50,000 (\$1,560) by Thai Customs Department. In case that there are penalties from the customs caused from missing or unmatching shipping mark, all cost shall be back charged to vendor.

## 8.0 PRE-ALERT / NOTIFICATION OF SHIPMENT

The goods ready for shipment arrangement, all required documents in section 3 must be sent notification by an e-mail to Procurement and Contracts Officer, Expeditor ([expeditingteam@pttep.com](mailto:expeditingteam@pttep.com)), Requester and Freight & Customs Officer in below tables according to Incoterms:

- For Incoterms under the "E" term and "F" term

NAME	POSITION	PHONE NO.	FAX NO.	E-MAIL ADDRESS
International Freight				<a href="mailto:Interfreight@pttep.com">Interfreight@pttep.com</a>
Duangkamol W.	Team Leader, Freight Management	662.537.4129	662.537.4444	<a href="mailto:duangkamolw@pttep.com">duangkamolw@pttep.com</a>
Supinya P.	Officer, Freight Management Support	662.537.4103	662.537.4444	<a href="mailto:supinyap@pttep.com">supinyap@pttep.com</a>
Chatsuda S.	Officer, Freight Management Support	662.537.4000 Ext. 1955	662.537.4444	<a href="mailto:chatsudas@pttep.com">chatsudas@pttep.com</a>
Wanwiroon T.	Officer, Freight Management	662.537.4000 Ext. 8184	662.537.4444	<a href="mailto:wanwiroont@pttep.com">wanwiroont@pttep.com</a>

## 2. For Incoterms under the "C" term and "D" term

NAME	POSITION	PHONE NO.	FAX NO.	E-MAIL ADDRESS
Customs & Transport Team				<a href="mailto:customstransport@pttep.com">customstransport@pttep.com</a>
Nunthalak B.	Team Leader, Customs and Transportation	662.537.5091	662.537.4444	<a href="mailto:Nunthalakb@pttep.com">Nunthalakb@pttep.com</a>
Chotika T.	Officer, Customs and Transportation Support	662.537.5024	662.537.4444	<a href="mailto:chotikat@pttep.com">chotikat@pttep.com</a>
Ariya P.	Officer, Customs and Transportation Support	662.537.4064	662.537.4444	<a href="mailto:ariyap@pttep.com">ariyap@pttep.com</a>
Niphath O.	Officer, Customs and Transportation Support	6674.338.830	6674.338.890	<a href="mailto:niphatho@pttep.com">niphatho@pttep.com</a>
Wissawat W.	Officer, Customs and Transportation Support	6674.338.820	6674.338.890	<a href="mailto:wissawatw@pttep.com">wissawatw@pttep.com</a>

## 9.0 SPECIAL INSTRUCTIONS

### 9.1 CROSS-BORDER TRUCK SHIPMENT

The below documents and information must be advised by e-mail as in Section 8, 2 working days in advance prior to arrange shipment.

- Commercial / Shipping Invoice and Packing List
- Transporter and contact person detail
- Trucking schedule and detail

One set of Original Commercial / Shipping Invoice must be accompanied with Cross-Border truck.

## 9.2 FCA, FOB or EXW SHIPMENT

The goods shall be delivered to PTTEP Freight Forwarder with the following documents;

- Delivery Note (the delivery note must show the number of packages delivered)
- Commercial Invoice and Packing List,
- Required Document refer to Section 3

## 9.3 TUBULAR SHIPMENT

Each individual tubular must be legibly and durably stenciled in accordance with the following;

- Marking as per API specification
- TO: **PTT EXPLORATION AND PRODUCTION PUBLIC COMPANY LIMITED**
- Project Name: .....
- PO No.: .....
- Item No.: .....
- At pin end, one foot from last thread, one ring of BLUE PAINT and one ring of RED PAINT with a space of one inch between the rings.



**PTT Exploration and Production Public Company Limited**

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**Shipping Instruction for Thailand Import Shipment  
(PTTEP ED for G1/61)**

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**Document Code: 11017-BDE-LOG-2105-R00**

**Revision: 00**

**28 November 2019**

Approval Register	
Document Title:	Shipping Instruction for Thailand Import Shipment (PTTEP ED G1/61)
Document Code:	11017-BDE-LOG-2105-R00

Function	Title	Name	Signature	Date
Prepared By:	PLG/F	Thaowan K.	<i>Thaowan K.</i>	27/11/2019
Document Custodian:	PSM/S	Veeraphong P.	<i>Veeraphong P.</i>	27/11/2019
Approved By:	PLG/F	Preekamol T.	<i>Preekamol T.</i>	27/11/2019

Document Revision History			
Rev.	Description of Revision	Revised by	Date
00	Original Version (based on Shipping Instruction for Thailand Import Shipment (PTTEP ED))	Customs & Transportation Team	20/11/2019
<i>This document will be reviewed 3 years from date of approval or revised earlier if necessary</i>			

## 1. WARNING

Vendors, Contractors, Subcontractors, Forwarding Agents must strictly follow these shipping instructions to be in compliance with their obligation on the contractual terms of delivery of the goods.

Failure to comply with these instructions will lead to the delay or blockage of the clearance of goods and subject to refusal to import and customs clearance under PTTEP Energy Development Company Limited's umbrella (PTTEP ED).

PTTEP ED will not clear an unknown shipment as it cannot be identified as equipment which is imported exclusively for use in PTTEP ED operations.

These instructions do not alter the other conditions of purchase included in PTTEP ED's orders.

## 2. CONSIGNEE NAME

Consignee name must appear exactly as below on Commercial Invoice/Shipping Invoice, Packing List, Air Waybill (AWB) and Bill of Lading (BL).

**PTTEP Energy Development Company Limited  
Energy Complex Building A, Floors 6, 19-36  
555/1 Vibhavadi-Rangsit Road,  
Chatuchak, Bangkok 10900  
Thailand**

## 3. REQUIRED DOCUMENTS

### **\*GREEN-LIGHT REQUIREMENT\***

**All dangerous goods, chemicals, fluid, gas masks, weights & scales, radio/telecommunication devices, must obtain green-light to ship prior shipping by submitting all below documents to PTTEP ED Logistics Key Contact Person listed in section 8 of this shipping instruction.**

- Commercial Invoice,
- Packing List,
- Air Waybill (AWB) or
- Bill of Lading (BL) – Surrendered,
- Safety Data Sheet (SDS) - If applicable,
- Shipper Declaration of Dangerous Goods (SDDG) – If applicable,
- Certificates – If applicable / As required by PO or Contract,
- Delivery Note / Delivery Order – In the case of EXW, FCA, and FOB shipments

## 4. COMMERCIAL INVOICE / SHIPPING INVOICE AND PACKING LIST

Commercial Invoice / Shipping Invoice must include all of below information.

- Commercial Invoice Number,
- Commercial Invoice Date,

- Shipper Address,
- Consignee Address,
- PTTEP ED's PO Number / PTTEP ED's Contract Number / Block Number G1/61 / PTTEP ED Contact Person's Name,
- PO Item Number and Description (English),
- PO Item Brand Name, or Manufacturer,
- Serial Number (if applicable),
- Country of Origin,
- Quantity,
- Unit of Measurement,
- Unit Price (USD),
- Total Value (USD),
- Signed / Stamped by shipper

**Note: Pro-forma Invoice is not acceptable.**

Packing List must contain below information.

- Block Number G1/61
- Package Details,
- Packaging Description (Carton Box, Wooden Box, Pallets, etc.),
- Number of Package,
- PO Item Number and Description (English) of each individual package,
- Weight & Dimension (in metric system) of individual package as well as total packages

## **5. PORT OF DESTINATION**

### **Air Freight**

- Bangkok Airport (SVN)
- Hatyai Airport (HDY)

### **Sea Freight**

- Bangkok Port (BKK)
- Leam Chabang Sea Port (LCB)
- Songkhla Sea Port (SKL)

### **Cross-Border Truck**

- Sadao Border
- Padang Bezar Border

To send a shipment to the port other than the one listed above, please seek approval from PTTEP ED Logistics Key Contact Persons in section 8.



## 6. PACKING

Package must be Sea/Air worthy and use sufficiently durable packaging material to withstand overseas transportation with full protection from all possible damages or mishandling as well as comply with international regulations (IATA & IMDG), and incoterms 2010.

Goods shipped under different block number, the package must be separated. Combining packages from different block number in the same package is not allowed.

## 7. SHIPPING MARK

Each individual package must be clearly visible, legibly and durable stencil in accordance with the following;

a) FROM: Name of Contractor or Vendor

TO: **PTTEP Energy Development Company Limited**

b) PO No. /Contract No. /Block No. G1/61

Box No.....of.....

Net Weight: .....Gross Weight:.....

Dimension: L.....W.....H..... (cm)

c) PO Item Number and Description (English) at 2 sides of each individual package

d) Warning Label, if applicable, in accordance with International Regulations (IATA & IMDG)

## 8. PRE-ALERT / NOTIFICATION OF SHIPMENT

Prior shipment arrival, scanned copy of all required documents in section 3 must be sent to:

NAME	POSITION	PHONE NO.	FAX NO.	E-MAIL ADDRESS
Nunthalak B.	Team Leader, Customs and Transportation	662.537.5091	662.537.4444	<a href="mailto:Nunthalakb@pttep.com">Nunthalakb@pttep.com</a>
Chotika T.	Officer, Customs and Transportation Support	662.537.5024	662.537.4444	<a href="mailto:chotikat@pttep.com">chotikat@pttep.com</a>
Ariya P.	Officer, Customs and Transportation Support	662.537.4064	662.537.4444	<a href="mailto:ariyap@pttep.com">ariyap@pttep.com</a>
Niphath O.	Officer, Customs and Transportation Support	6674.338.830	6674.338.890	<a href="mailto:niphatho@pttep.com">niphatho@pttep.com</a>
Wissawat W.	Officer, Customs and Transportation Support	6674.338.820	6674.338.890	<a href="mailto:wissawatw@pttep.com">wissawatw@pttep.com</a>

## 9. SPECIAL INSTRUCTIONS

### 9.1 TRUCKING SHIPMENT

The below documents and information must be advised by e-mail to PTTEP ED 2 working days in advance.

- ✓ Commercial Invoice / Shipping Invoice and Packing List
- ✓ Transporter and contact person detail
- ✓ Trucking schedule and detail

One set of Original Commercial Invoice / Shipping Invoice must be accompanied with truck.

### 9.2 FCA, FOB OR EXW SHIPMENT

The goods shall be delivered to PTTEP ED Freight Forwarder with the following documents;

- ✓ Delivery Note (the delivery note must show the number of packages delivered)
- ✓ The Original Commercial Invoice / Shipping Invoice and Packing List

### 9.3 TUBULAR SHIPMENT

Each individual tubular must be legibly and durably stenciled in accordance with the following;

- ✓ Marking as per API specification
- ✓ TO: **PTTEP Energy Development Company Limited**
- ✓ Block No.G1/61
- ✓ PO No.: .....
- ✓ Item No.: .....
- ✓ At pin end, one foot from last thread, one ring of BLUE PAINT and one ring of RED PAINT with a space of one inch between the rings.

## 10. DOCUMENT FOR EXTERNAL USE

Document for external use will be distributed to all PTTEP ED's staff in Supply Chain Document Center.