

ORIGINAL



PTTEP

**PTT EXPLORATION AND PRODUCTION PUBLIC COMPANY LIMITED
PTTEP INTERNATIONAL LIMITED**

CONTRACT NO. THC18-5008

WITH

PTT OIL AND RETAIL BUSINESS PUBLIC COMPANY LIMITED

FOR

THE SUPPLY OF FUEL FOR OFFSHORE OPERATIONS

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This CONTRACT is made and entered into this 7th day of January... 2019

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 6th, 19th – 36th, 555/1 Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand, acting as an "Operator" for and on behalf of the Consortiums as shown below:

(a) Arthit Consortium, presently composed of the following CO-VENTURERS:

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

Each CO-VENTURER being liable to the SUPPLIER, severally and only to the extent of its interest in this Consortium, for operations carried on the "Arthit Concession", and

(b) Bongkot Consortium, presently composed of the following CO-VENTURERS:

	Shares of interest
- PTT Exploration and Production Public Company Limited	66.6667%
- Total E&P Thailand	33.3333%

Each CO-VENTURER being liable to the SUPPLIER, severally and only to the extent of its interest in this Consortium, for operations carried on the "Bongkot Concession".

PTTEP INTERNATIONAL LIMITED (hereinafter referred to as "PTTEPI"), a company organized and existing under the laws of Thailand having its registered office at 555/1 Energy Complex Building A, Floors 6th, 19th-36th, Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand, acting as "Operator" for and on behalf of the Consortiums as shown below:

(a) G8/50 Consortium, presently composed of the following CO-VENTURER:

	Shares of Interest
- PTTEP International Limited	80%
- Chevron Petroleum (Thailand) Limited	16%
- Siam MOECO Limited	4%

Each of CO-VENTURER being liable to SUPPLIER, severally and only to the extent of its equity in this consortium, for operations carried on the "G8/50 Concession".

(b) G12/48 Consortium, presently composed of the following CO-VENTURER:

	Shares of Interest
- PTTEP International Limited	66.6667%
- Total E&P Thailand	33.3333%

Each of CO-VENTURER being liable to SUPPLIER, severally and only to the extent of its equity in this consortium, for operations carried on the "G12/48 Concession".

PTTEP and PTTEPI shall be hereinafter referred to, individually and collectively as the "COMPANY",
of the one part,

and

PTT OIL AND RETAIL BUSINESS PUBLIC COMPANY LIMITED (hereinafter referred to as the “**SUPPLIER**”), a company organized and existing under the laws of Thailand, having his registered office at 555/2 Energy Complex Building B, 12th Floor, Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand,

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 means all and any statutes, decrees, ordinances, rules, regulations, by-laws, notices, circulars, guidelines, specifications, codes, orders, directions and other laws 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 Annex and Exhibits, which are attached hereto and made part hereof, and any future amendments thereto.

Annex 1 - Agreement of Integrity Pact
Exhibit A - Scope of Supply
Exhibit B - Commercial Terms
Exhibit C - COMPANY's Rules and Regulations

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 and DELIVERY TIME means the date(s) and time as specified in Exhibit A and/or the DRAFT 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.

DRAFT RELEASE ORDER means a written request order issued by the COMPANY to the SUPPLIER requesting the SUPPLIER to supply all or any parts of the GOODS to the COMPANY in the format as attached in Appendix 2 of Exhibit A.

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 of his sub-suppliers.

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

INCOTERMS means 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 means 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 orders awarded by the COMPANY in the format as attached in Appendix 3 of Exhibit A to the SUPPLIER upon the completion of each delivery of the GOODS in order to specify the actual quantity of GOODS delivered 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 effect on 10th January 2019 (hereinafter referred to as “EFFECTIVE DATE”) and shall continue in force for a period of 3 years from the EFFECTIVE DATE unless earlier terminated by a PARTY in accordance with its terms.
- 2.2 The COMPANY may, at its option, extend the term of the CONTRACT for any period up to twelve (12) months period commencing at the expiration of the term of the CONTRACT. That option must be exercised by the COMPANY giving notice to the SUPPLIER at least thirty (30) days before the expiration of the original term. The terms and conditions (excluding the rates and prices which shall be mutually agreed by the PARTIES) of this CONTRACT will apply to the extended term.

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 DRAFT RELEASE ORDER to the SUPPLIER. When the SUPPLIER receives the DRAFT RELEASE ORDER, the SUPPLIER shall supply the GOODS strictly in conformity with the provisions of the CONTRACT (including, Exhibit C – COMPANY’S Rules and Regulations) and the DRAFT RELEASE ORDER.
- 3.2 Each DRAFT 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 The quantity of GOODS 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 DRAFT RELEASE ORDER.
- 3.5 Any DRAFT RELEASE ORDER issued prior to the termination or expiry of this CONTRACT will continue in force until the PARTIES fulfil their obligations under that DRAFT RELEASE ORDER or that DRAFT 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

- 4.1.1 The SUPPLIER shall deliver or make the GOODS available to the COMPANY within the DELIVERY DATE and DELIVERY TIME at the DELIVERY LOCATION and in accordance with the terms and conditions set out in the CONTRACT (including, where applicable, Exhibits A).
- 4.1.2 The GOODS shall be properly secured by the SUPPLIER in such a manner as to reach the DELIVERY LOCATION 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.

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 COMPANY shall place a DRAFT RELEASE ORDER to the SUPPLIER in advance prior to each DELIVERY DATE and DELIVERY TIME as specified in Exhibit A. The SUPPLIER shall deliver the GOODS ordered within the DELIVERY DATE and DELIVERY TIME specified in each DRAFT RELEASE ORDER.

The RELEASE ORDER shall be issued by the COMPANY to the SUPPLIER upon the completion of each delivery in order to specify the actual quantity of GOODS delivered to the COMPANY at its satisfaction.

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 Certificate of Quality (COQ) or other documentary evidences of compliance with this sub-article 4.4 upon COMPANY's request.

4.5 Test Certificate

If the test certificate(s) for the GOODS or other SUPPLIER's related equipment is required by the COMPANY, 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, and/or certificates in accordance with the CONTRACT's requirements.

4.7 Specification

The SUPPLIER shall strictly comply for all GOODS delivered to COMPANY with the specification of GOODS as mentioned in Exhibit A and all APPLICABLE LAWS.

4.8 Compliance with APPLICABLE LAWS, COMPANY's Rule and Regulation, and Agreement of Integrity Pact

4.8.1 The SUPPLIER shall, at his sole cost, comply with all APPLICABLE LAWS, COMPANY's Rule and Regulation, and Agreement of Integrity Pact affecting (Annex 1), 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, COMPANY's Rule and Regulation, and Agreement of Integrity Pact (Annex 1).

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 Since the COMPANY is considered as a government agency under anti-corruption laws of Thailand, the SUPPLIER where applicable shall comply with such 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-articles 4.8 by the SUPPLIER, his PERSONNEL and/or his sub-supplier.

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 and DELIVERY TIME, 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 and DELIVERY TIME), the SUPPLIER shall be entitled to such extension of time for delivery as the COMPANY, acting reasonably, assesses and directs.
- 5.3 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 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 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.
- 7.2 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 7.1, and the COMPANY or its representative shall be entitled to be represented where the GOODS shall be inspected or tested.
- 7.3 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.

- 7.4 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 and DELIVERY TIME.
- 7.5 The SUPPLIER shall expedite and ensure the timely progress of delivery of GOODS and performance of the SERVICES and any of his subcontracts with subcontractors in order to comply with the DELIVERY DATE and DELIVERY TIME. Should the SUPPLIER encounter or anticipate delays including, but not limited to, delays in supplying the GOODS under this CONTRACT, or in receiving information from COMPANY, he shall immediately advise the COMPANY with indication of cause, estimated period of delay, and corrective actions to be taken.
- 7.6 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

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; ii) manufacture; and iii) 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.

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 Title and Risk of loss or damage to the GOODS shall pass to the COMPANY upon the GOODS pass through storage tank's inlet manifold which is on COMPANY GROUP's vessel.

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.

- 11.2 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.

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 DRAFT RELEASE ORDER arrives at the DELIVERY LOCATION, and RELEASE ORDER is sent to the SUPPLIER. All invoices shall be supported by appropriate documentation and duly approved by the COMPANY's representative.

14.2 **Content of Invoices**

SUPPLIER's invoices shall include:

- (a) the number and title of the CONTRACT and reference number of relevant RELEASE ORDER;
- (b) full details of the GOODS delivered; and
- (c) SUPPLIER's bank account.

14.3 **Address to send Invoices**

Invoices together with supporting documents shall be made out in one original, clearly stamped "ORIGINAL", and three (3) copies and sent to:

For Arthit and Bongkot Project

PTT Exploration and Production Public Company Limited

Energy Complex Building A, Floors 6th, 19th-36th,
555/1 Vibhavadi Rangsit Road,
Chatuchak, Bangkok 10900, Thailand
Attention: Accounting Department

For G8/50 and G12/48 Project

PTTEP International Limited

Energy Complex Building A, Floors 6th, 19th-36th,
555/1 Vibhavadi Rangsit Road,
Chatuchak, Bangkok 10900, Thailand
Attention: Accounting Department

14.4 **Payment**

14.4.1 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.

14.4.2 Payment shall be made by bank transfer to the account indicated by SUPPLIER on his invoices thirty (30) days after COMPANY's invoice receipt date. 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.

COMPANY reserves its right to hold the payment in case of incorrect or incomplete invoice submission as per specified in Exhibit B until the correction shall be replaced.

14.4.3 Notwithstanding sub-article 14.4.1(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.

14.4.4 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.

14.5 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 14.5 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.

14.6 Disputed Invoices

14.6.1 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.

14.6.2 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.

14.7 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.

14.8 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.

14.9 COMPANY's Right to Audit

14.9.1 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.

14.9.2 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.

14.9.3 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. Notwithstanding anything to the contrary herein, if the loss or damage incurred to any person or any properties 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 incurred 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 incurred 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.

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

Subject to giving a twenty four (24) hours' notice, the COMPANY may terminate all or part of the CONTRACT and/or DRAFT RELEASE ORDER. In such event the COMPANY shall pay, and the SUPPLIER shall accept in settlement of all CLAIMS under the CONTRACT and/or DRAFT 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 DRAFT 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 seizes 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 and DELIVERY TIME;
- (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 three (3) hours (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 DRAFT 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; and
- (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.

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 DRAFT 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 International Limited
Energy Complex Building A, Floors 6th, 19th-36th,
555/1 Vibhavadi Rangsit Road,
Chatuchak, Bangkok 10900, Thailand

Email: NarongpolS@pttep.com
Phone: (662) 537 4000
Attention: Khun Narongpol Suthapintu
Vice President, Logistics Department

(b) SUPPLIER:

Address: **PTT Oil and Retail Business Public Company Limited**
Energy Complex Building B, Floors 12th,
555/2 Vibhavadi Rangsit Road,
Chatuchak, Bangkok 10900, Thailand

Email: Pulwisa.s@pttor.com
Phone: (662) 196 5526, (6684) 874 4201
Attention: Khun Pulwisa Srichaluay

- 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, including Organic Act on Counter Corruption, B.E. 2542 (1999).

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 his PERSONNEL and his sub-suppliers 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 himself, his PERSONNEL or his sub-suppliers by any authorities resulting from the breach of this article 22.

Article 23 – Governing Law and Dispute Resolution

This CONTRACT and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of Thailand, without reference to conflict of law principles. In respect of any dispute arising in connection with this CONTRACT, the PARTIES hereto submit to the Thai courts located in Bangkok.

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 3rd 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.

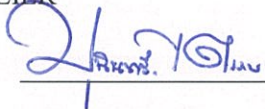
24.7 Survival

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

Signature:



Name:

Muninth Triphob

Position:

Senior Executive Vice President,
Commercial Marketing

For COMPANY

Signature:



Name:

Vuthiphon Thuampoomngam

Position:

Chief Operating Officer,
Production Asset and Supply
Chain Management Group

Witnessed by:

Signature:



Name:


Songpon Thepnumsommanus

Position:

Vice President, Aviation and
Marine Marketing Department

Witnessed by:

Signature:



Name:

Nithikarn Y.

Position:

Officer, Procurement and
Contracts Department



Annex 1
Agreement of Integrity Pact

This part contains 6 pages.

Annex 1

Agreement of Integrity Pact

ข้อตกลงคุณธรรม (Integrity Pact)

ความร่วมมือป้องกันและต่อต้านการทุจริตในการจัดซื้อจัดจ้างภาครัฐ

(สำหรับส่วนราชการ/รัฐวิสาหกิจ/องค์การมหาชน/หน่วยงานของรัฐและภาคเอกชน)

บริษัท ปตท. สำรวจและผลิตปิโตรเลียม จำกัด (มหาชน) มีความประสงค์จะดำเนินการจัดทำสัญญาจัดซื้อจัดจ้าง “โครงการจัดหาน้ำมันเชื้อเพลิงสำหรับ โครงการนอกชายฝั่ง” ภายใต้กระบวนการที่กำหนดตามกฎหมายและกฎระเบียบต่างๆ ที่เกี่ยวข้องกับการจัดซื้อจัดจ้างภาครัฐ ตลอดจนความร่วมมือป้องกันและต่อต้านทุจริตในการจัดซื้อจัดจ้างภาครัฐ เพื่อให้เกิดการใช้เงินงบประมาณอย่างคุ้มค่า และปฏิบัติการจัดซื้อจัดจ้างด้วยความโปร่งใส และเป็นธรรมยิ่งขึ้น จึงกำหนดให้ผู้ประกอบการที่ร่วมลงนามในข้อตกลงคุณธรรมนี้เท่านั้น เป็นผู้ที่มีสิทธิ์เข้าร่วมกระบวนการจัดซื้อจัดจ้างภาครัฐในโครงการนี้

ดังนั้น เพื่อดำเนินการ โครงการความร่วมมือป้องกันและต่อต้านการทุจริตในการจัดซื้อจัดจ้างภาครัฐประสบผลสำเร็จ ข้าพเจ้า บริษัท ปตท. น้ำมันและการค้าปลีก จำกัด (มหาชน) ผู้ซึ่งเข้าร่วมในกระบวนการจัดซื้อจัดจ้างภาครัฐจึงได้ตระหนักถึงความสำคัญในการต่อต้านทุจริตในการจัดซื้อจัดจ้างภาครัฐ จึงได้ร่วมทำข้อตกลงคุณธรรมความร่วมมือป้องกันและต่อต้านการทุจริตในการจัดซื้อจัดจ้างภาครัฐ

หน่วยงานภาครัฐและผู้ประกอบการ เห็นพ้องต้องกันให้มีผู้สังเกตการณ์ รายชื่อดังนี้

1. นายปรีชา อิศระพานิชกิจ
2. นายมิตรพงษ์ วงศ์กุลพิศาล
3. ดร.บุญธรรม ปวีณ์วรรณ
4. นายสุรพร หอมชื่น
5. นายชาญชัย พงศ์ภัสสร
6. นางเพียงใจ ชินวิภาส

ในความร่วมมือป้องกันและต่อต้านการทุจริตในการจัดซื้อจัดจ้างภาครัฐสำหรับการดำเนินการตามโครงการข้างต้น

หน่วยงานภาครัฐ ผู้ประกอบการ และผู้สังเกตการณ์ จึงร่วมทำข้อตกลงคุณธรรมร่วมมือปฏิบัติ ตามเงื่อนไขที่กำหนด ดังนี้

1. หน่วยงานภาครัฐ

หน่วยงานภาครัฐมีเจตจำนงอันแรงกล้าที่จะใช้หลักการทางคุณธรรมเป็นเครื่องช่วยให้เกิดความร่วมมือและร่วมใจระหว่างทุกฝ่ายอันจะเกิดผลให้การดำเนินโครงการข้างต้นปลอดจากการทุจริต หรือการกระทำโดยมิชอบทั้งปวง เพื่อให้การใช้เงินงบประมาณสำหรับการดำเนินงานตามโครงการดังกล่าวเป็นไปอย่างคุ้มค่า มีประสิทธิภาพ และเกิดประโยชน์แก่ประเทศชาติและประชาชนอย่างแท้จริง จึงขอให้คำมั่นสัญญาในการปฏิบัติตามข้อตกลงคุณธรรมไว้ดังต่อไปนี้

1.1 เปิดเผยข้อมูลที่เกี่ยวข้องกับการจัดซื้อจัดจ้างภาครัฐ ตามขั้นตอนที่กำหนด เช่น (1) แผนการจัดซื้อจัดจ้างของโครงการ (2) ขอบเขตของงาน (Terms of Reference : TOR) (3) ประกาศจัดซื้อจัดจ้าง พร้อมเปิดเผยข้อมูลราคากลาง (4) รายชื่อผู้รับ/ชื่อเอกสาร (5) รายชื่อผู้ยื่นเอกสารการเสนอราคา (6) รายชื่อผู้เสนอราคาที่ไม่ได้ผลประโยชน์ร่วมกัน (7) รายชื่อผู้ผ่านการพิจารณาคุณสมบัติและข้อเสนอด้านเทคนิค (8) รายชื่อและราคาของผู้เสนอราคาทุกราย (9) รายชื่อผู้ชนะการเสนอราคาและราคาที่ตกลงซื้อหรือจ้าง (10) สัญญา (11) การแก้ไขสัญญา (12) การส่งมอบงาน (13) การตรวจรับงาน (14) การจ่ายเงิน (15) ชื่อร้องเรียนและผลการพิจารณาชื่อร้องเรียน โดยเผยแพร่ไว้ในเว็บไซต์หน่วยงานและเว็บไซต์ e-GP เพื่อเปิดโอกาสให้ประชาชนทั่วไปสามารถมีส่วนร่วมในการตรวจสอบกระบวนการจัดซื้อจัดจ้างภาครัฐได้

1.2 ปฏิบัติต่อผู้ประกอบการซึ่งเป็นผู้เข้าร่วมเสนอราคาทุกรายอย่างเท่าเทียมกัน เช่น ให้ข้อมูลเดียวกันกับผู้เสนอราคาทุกราย กรณีที่มีความจำเป็นต้องกำหนดรายละเอียดเพิ่มเติมหรือมีการแก้ไขคุณลักษณะเฉพาะที่เป็นสาระสำคัญ ซึ่งมีได้กำหนดไว้ในเอกสารตั้งแต่ต้น ให้หน่วยงานภาครัฐจัดทำเป็นเอกสารประกวดราคาเพิ่มเติม รวมทั้ง แจกเป็นหนังสือให้ผู้ที่ได้รับหรือได้ชื่อเอกสารประกวดราคาไปแล้วทุกรายทราบ และไม่ให้ข้อมูลที่เป็นความลับหรือที่เป็นประโยชน์กับผู้เสนอราคารายหนึ่งรายใด ที่จะทำให้ได้รับประโยชน์ในขั้นตอนการเสนอราคาหรือการดำเนินการตามสัญญา เพื่อสนับสนุนให้เกิดการแข่งขันอย่างเป็นธรรม เป็นต้น

1.3 กำหนดมาตรการเพื่อป้องกันมิให้มีการดำเนินการใดๆ กับผู้ประกอบการซึ่งเป็นผู้เข้าร่วมเสนอราคา/ผู้ทำสัญญา ในลักษณะที่ก่อให้เกิดข้อสงสัยที่ต่อไปในทางทุจริต หรืออาจนำไปสู่การทุจริตในการปฏิบัติหน้าที่ พร้อมทั้ง มาตรการป้องกันมิให้มีการเรียกรับ หรือยอมจะรับทรัพย์สิน หรือประโยชน์อื่นใดทั้งเพื่อตนเองและผู้อื่น เพื่อกำหนดเงื่อนไขหรือผลประโยชน์ตอบแทน เพื่อช่วยเหลือให้ผู้เสนอราคารายใดได้มีสิทธิเข้าทำสัญญากับหน่วยงานภาครัฐเจ้าของโครงการจัดซื้อจัดจ้างโดยไม่เป็นธรรม หรือกีดกันผู้เสนอราคารายใดมิให้มีโอกาสเข้าแข่งขันในการเสนอราคาอย่างเป็นธรรม

1.4 อนุญาตและอำนวยความสะดวกให้ผู้สังเกตการณ์เข้าร่วมสังเกตการณ์ในกระบวนการจัดซื้อจัดจ้างภาครัฐ ตลอดระยะเวลาของโครงการ ในทุกขั้นตอนของการจัดซื้อจัดจ้าง ซึ่งรวมถึงขั้นตอนดังต่อไปนี้ (1) การกำหนดราคากลาง หรือการเปิดเผยราคากลาง (2) การจัดทำร่างขอบเขตของงาน (TOR) (3) การตรวจสอบคุณสมบัติผู้เสนอราคา หรือทุกขั้นตอนของการดำเนินการจัดซื้อจัดจ้าง (4) การตรวจรับงานตามสัญญาจัดซื้อจัดจ้าง ทั้งนี้เจ้าของโครงการต้องกำหนดการประชุมและให้ข้อมูลที่เพียงพอเกี่ยวกับการประชุมใดๆ ที่มีขึ้นระหว่างเจ้าของโครงการกับผู้ทำสัญญาให้ผู้สังเกตการณ์ได้ทราบ

1.5 กำหนดมาตรการและช่องทางที่สะดวกต่อการปฏิบัติสำหรับผู้ที่พบเห็นว่ากรรมการเจ้าหน้าที่ หรือผู้มีส่วนเกี่ยวข้องกับการจัดซื้อจัดจ้างผู้ใดมิได้ปฏิบัติตามข้อตกลงฯ หรือได้กระทำการใดๆ ที่ไม่เป็นไปตามข้อตกลงฯ กำหนด หรือพบเห็นพฤติกรรมที่ต่อไปในทางทุจริตหรืออาจนำไปสู่การทุจริตได้ ให้สามารถแจ้งหน่วยงานภาครัฐเจ้าของโครงการ นอกจากนี้อาจแจ้งไปยังหน่วยงานที่เกี่ยวข้องเป็นผู้พิจารณา

เช่น สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตแห่งชาติ สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตในภาครัฐ กรมสอบสวนคดีพิเศษ สำนักงานการตรวจเงินแผ่นดิน เป็นต้น โดยเจ้าของโครงการอาจพิจารณาคำเนิการทางวินัยควบคู่ไปด้วยก็ได้หากผู้ที่เกี่ยวข้องนั้นเป็นเจ้าของหน้าที่ของรัฐ

2. ผู้ประกอบการซึ่งเป็นผู้เข้าร่วมเสนอราคา/ผู้ทำสัญญา หรือตัวแทน

ผู้ประกอบการซึ่งเป็นผู้เข้าร่วมเสนอราคา/ผู้ทำสัญญา หรือตัวแทน ซึ่งเสนอตัวเพื่อขอรับโอกาสในการดำเนินงานตามโครงการข้างต้นให้กับหน่วยงานของรัฐ ตระหนักดีว่าผู้ประกอบการที่มีคุณธรรมเป็นผู้มีบทบาทสำคัญยิ่งในการร่วมป้องกันและต่อต้านทุจริตในการจัดซื้อจัดจ้างเพื่อให้การดำเนินโครงการดังกล่าวในทุกขั้นตอนปลอดจากการทุจริต หรือการกระทำโดยมิชอบทั้งปวง สมดังเจตจำนงของหน่วยงานภาครัฐ จึงขอให้คำมั่นสัญญาในการปฏิบัติตามข้อตกลงคุณธรรมไว้ ดังต่อไปนี้.

2.1 ปฏิบัติตามมาตรการและวิธีการดำเนินงานที่จำเป็นเพื่อป้องกันการทุจริตภาครัฐและสนับสนุนให้กระบวนการจัดซื้อจัดจ้างภาครัฐเป็นไปด้วยความโปร่งใสและเป็นธรรม ดังนี้

2.1.1 กำหนดให้มีนโยบายต่อต้านการทุจริตประพฤติมิชอบ พร้อมทั้ง สื่อสารนโยบายการต่อต้านการทุจริตประพฤติมิชอบให้ทั่วถึงทั้งองค์กร

2.1.2 ปฏิบัติตามมาตรการของรัฐอย่างเคร่งครัด ซึ่งรวมถึงจัดทำบัญชีแสดงรายการ รัับจ่ายของโครงการที่เป็นคู่สัญญากับหน่วยงานของรัฐยื่นต่อกรมสรรพากรตามพระราชบัญญัติประกอบรัฐธรรมนูญว่าด้วยการป้องกันและปราบปรามการทุจริต พ.ศ. 2542 แก้ไขเพิ่มเติมฉบับที่ 2 พ.ศ. 2554 มาตรา 103/7 วรรคสอง

2.2 ไม่ให้ เสนอให้ หรือรับว่าจะให้ทรัพย์สินหรือประโยชน์อื่นใด หรือจงใจให้ร่วมดำเนินการใดๆ ทั้งในทางตรงและทางอ้อม อันเป็นการให้ประโยชน์ในการเสนอราคา หรือการสมยอมกันในการเสนอราคา ต่อหน่วยงานภาครัฐ อันนำมาซึ่งความได้เปรียบและได้รับผลประโยชน์ตอบแทนบางประการในกระบวนการจัดซื้อ จัดจ้าง หรือการปฏิบัติตามสัญญา ทั้งก่อน ระหว่าง การเสนอราคา และหลังการทำสัญญาจัดซื้อจัดจ้าง

2.3 ยินยอมและอำนวยความสะดวกให้ผู้สังเกตการณ์ตามข้อตกลงฯ นี้ เข้าร่วมสังเกตการณ์และตรวจสอบโครงการได้ในขั้นตอนต่างๆ เช่นเดียวกับหน่วยงานเจ้าของโครงการ รวมถึง การตรวจรับงานและการจัดทำบัญชีแสดงรายการรับจ่ายของ โครงการ

2.4 ผู้ทำสัญญาต้องรับผิดชอบการกระทำของผู้รับเหมาช่วงใดๆ ของตน (ถ้ามี) เสมือนเป็นการกระทำด้วยตนเองและต้องจัดการให้ผู้รับเหมาช่วงเหล่านั้นต้องมีหน้าที่ปฏิบัติเสมือนเป็นผู้ร่วมลงนามในสัญญาฯ นี้

2.5 ในกรณีที่พบว่าผู้เข้าร่วมเสนอราคา/ผู้ทำสัญญาหรือตัวแทนรายใดมิได้ปฏิบัติตามข้อตกลงฯ หรือได้กระทำการใดๆ ที่ไม่เป็นไปตามข้อตกลงฯ กำหนด หรือพบเห็นพฤติกรรมที่สื่อไปในทางทุจริตหรืออาจนำไปสู่การทุจริตได้ ให้แจ้งหน่วยงานภาครัฐเจ้าของโครงการ นอกจากนี้อาจแจ้งหน่วยงานอื่นๆ ที่เกี่ยวข้องเป็นผู้พิจารณา เช่น สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตแห่งชาติ สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตในภาครัฐ กรมสอบสวนคดีพิเศษ สำนักงานการตรวจเงินแผ่นดิน เป็นต้น

3. ผู้สังเกตการณ์ (Observer)

ผู้สังเกตการณ์ที่มีความเป็นอิสระ มีความเป็นกลาง มีคุณธรรม และมีความรู้ความสามารถในวิชาชีพเฉพาะในทุกด้านที่เกี่ยวข้องกับโครงการข้างต้น เป็นเสมือนกลไกสำคัญในการร่วมป้องกันและต่อต้านทุจริตในการจัดซื้อจัดจ้าง เพื่อให้การดำเนินโครงการดังกล่าวในขั้นตอนต่างๆ ปลอดภัยจากการทุจริต หรือการกระทำโดย มิชอบทั้งปวง จึงขอให้คำมั่นสัญญาในการปฏิบัติตามข้อตกลงคุณธรรมไว้ดังต่อไปนี้

3.1 เข้าร่วมสังเกตการณ์ในกระบวนการจัดซื้อจัดจ้างตลอดระยะเวลาของโครงการและทุกขั้นตอนของการดำเนินการจัดซื้อจัดจ้าง ซึ่งรวมถึง (1) การกำหนดคราากลาง หรือการเปิดเผยราคากลาง (2) การจัดทำร่างขอบเขตของงาน (TOR) (3) การตรวจสอบคุณสมบัติผู้เสนอราคา หรือทุกขั้นตอนของการดำเนินการจัดซื้อจัดจ้าง (4) การตรวจรับงานตามสัญญาจัดซื้อจัดจ้าง

3.2 ปฏิบัติหน้าที่โดยอิสระ ซื่อสัตย์และเป็นกลาง ให้การสนับสนุนด้านความรู้ที่เป็นประโยชน์ แสดงความคิดเห็นโดยไม่มีสิทธิออกเสียงหรือร่วมลงมติ หรือกระทำการอันเป็นเหตุในการขัดขวางกระบวนการจัดซื้อจัดจ้าง

3.3 มีสิทธิขอข้อมูลเอกสารที่เกี่ยวข้องกับโครงการ โดยทั้งหน่วยงานภาครัฐและผู้เข้าร่วมเสนอราคา/ผู้ทำสัญญาหรือตัวแทนรายใดจะต้องให้ความร่วมมือในการให้ข้อมูล ทั้งนี้ ผู้สังเกตการณ์จะต้องรักษาข้อมูลและเอกสารเป็นความลับและไม่เปิดเผยความลับทางการค้าที่ไม่มีส่วนเกี่ยวข้องกับโครงการ

3.4 ให้ข้อมูล แจ้งเบาะแส ตรวจทานบัญชีรายการรับจ่ายของโครงการ เพื่อสนับสนุนการตรวจสอบบัญชีแสดงรายการรับจ่ายของโครงการตามพระราชบัญญัติประกอบรัฐธรรมนูญว่าด้วยการป้องกันและปราบปรามการทุจริต พ.ศ. 2542 แก้ไขเพิ่มเติมฉบับที่ 2 พ.ศ. 2554 มาตรา 103/7 วรรคสอง

3.5 จัดทำรายงานผลการสังเกตการณ์ เพื่อรายงานต่อคณะกรรมการความร่วมมือป้องกันการทุจริต และรายงานต่อสาธารณะ

3.6 ในกรณีที่พบว่า หน่วยงานภาครัฐ ผู้เข้าร่วมเสนอราคา/ผู้ทำสัญญา หรือตัวแทนรายใดมิได้ปฏิบัติตามข้อตกลงฯ หรือได้กระทำการใดๆ ที่ไม่เป็นไปตามข้อตกลงฯ กำหนด หรือพบเห็นพฤติกรรมที่สื่อ

ไปในทางทุจริต หรืออาจนำไปสู่การทุจริตได้จะต้องรีบแจ้งหน่วยงานเจ้าของโครงการทราบ เพื่อให้มีการชี้แจงหรือแก้ไขในระยะเวลา ที่กำหนด หากหน่วยงานดังกล่าวไม่ชี้แจง หรือแก้ไข ให้ผู้สังเกตการณ์รายงานคณะกรรมการความร่วมมือป้องกันการทุจริตทันที เพื่อดำเนินการรายงานข้อมูลสู่สาธารณะ และผู้สังเกตการณ์อาจแจ้งหน่วยงานอื่นๆ ที่เกี่ยวข้องเป็น ผู้พิจารณา เช่น สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตแห่งชาติ สำนักงานคณะกรรมการป้องกันและปราบปรามการทุจริตในภาครัฐ กรมสอบสวนคดีพิเศษ สำนักงานการตรวจเงินแผ่นดิน เป็นต้น

บทลงโทษ

ในกรณีที่ผู้ลงนามฝ่ายใด ไม่ปฏิบัติตามข้อตกลงฯ ให้หน่วยงานที่เกี่ยวข้องดำเนินการตามกฎหมายและกฎระเบียบที่เกี่ยวข้อง

ลงนาม.....
 (นายสุขสันต์ องค์กรวิเศษ)
 ตำแหน่ง รักษาการ รองกรรมการผู้จัดการใหญ่
 กลุ่มงานสนับสนุนปฏิบัติการ
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 จำกัด (มหาชน)

วันที่..... 19 DEC 2018

ลงนาม.....
 (นายปรีชา อิศสระพานิชกิจ)
 ตำแหน่ง ผู้สังเกตการณ์
 หน่วยงาน.....
 วันที่..... 21 ธ.ค. 61

ลงนาม.....
 (นายทรงพล เทพนาโสมนัสส์)
 ตำแหน่ง ผู้จัดการฝ่ายตลาดอากาศยานและเรือขนส่ง
 หน่วยงาน บริษัท ปตท. น้ำมันและการค้าปลีก จำกัด
 (มหาชน)

วันที่..... 19 ธ.ค. 61

ลงนาม.....
 (นายมิตรสงฆ์ วงศ์กุลพิศาล)
 ตำแหน่ง ผู้สังเกตการณ์
 หน่วยงาน.....
 วันที่..... 20 ธ.ค. 61

ลงนาม บุญธรรม ปวีณ์วรรณ

(ดร.บุญธรรม ปวีณ์วรรณ)

ตำแหน่ง ผู้สังเกตการณ์

หน่วยงาน.....

วันที่ 21 ธ.ค. 2561

ลงนาม สม อภิ

(นายชาญชัย พงศ์ภัศสร)

ตำแหน่ง ผู้สังเกตการณ์

หน่วยงาน.....

วันที่ 21 ธ.ค. 61

ลงนาม สุรพร

(นายสุรพร หอมชื่น)

ตำแหน่ง ผู้สังเกตการณ์

หน่วยงาน.....

วันที่ 20 ธ.ค. 61

ลงนาม C. Prangjolan

(นางเพียงใจ ชินวิภาส)

ตำแหน่ง ผู้สังเกตการณ์

หน่วยงาน.....

วันที่ 21 ธ.ค. 2561

Exhibit A
Scope of Supply

This part contains 4 pages.

Exhibit A
Scope of Supply

1. General Scope

The SUPPLIER shall supply GOODS for Offshore Operations by pipeline and deliver to the designated DELIVERY LOCATION.

2. GOODS

2.1. GOODS Specification

SUPPLIER shall supply GOODS as per specifications as in Appendix 1 of Exhibit A.

2.2. Inspection

COMPANY has the right to inspect any facilities of the SUPPLIER's or its agents used to supply GOODS under the CONTRACT in the presence of an appointed representative of the SUPPLIER.

2.3. Sampling Requirements

2.3.1. The COMPANY reserves the right to, at any time, request SUPPLIER to take two (2) sealed samples of the GOODS of any delivery at the DELIVERY LOCATION and witnessed by the COMPANY GROUP's representative.

2.3.2. The COMPANY GROUP's representative and SUPPLIER's representative shall keep one sample for its/his reference.

2.3.3. The COMPANY shall also reserves the right to verify GOODS's specification by having the aforementioned sample tested by COMPANY's lab or qualified third party fuel oil testing lab.

2.4. Quality Measurement

2.4.1. SUPPLIER shall provide Certificate of Quality (COQ) of GOODS upon the delivery of GOODS.

2.4.2. COMPANY reserves the right to conduct, at its sole cost, water and API gravity testing of the GOODS and witnessed by SUPPLIER's representative and COMPANY GROUP's representative at any time during the period of delivery under this CONTRACT.

2.5. Acceptance Condition of GOODS

COMPANY shall accept the right quality and quantity of GOODS delivered by SUPPLIER according to the DRAFT RELEASE ORDER to be complied with COMPANY's acceptance conditions in term of quality and quantity measurements.

In case of discrepancy found in terms of quality or quantity of the GOODS, COMPANY reserves the right to reject the delivery of such GOODS and SUPPLIER shall immediately redeliver the GOODS which complies with specifications attached to the CONTRACT at his own cost.

2.6. The Estimated Consumption of GOODS

The estimated GOODS consumption for this CONTRACT is 116,437,700 liters and the estimated volume per DRAFT RELEASE ORDER is 300,000 liters. The estimated consumption is for

indication only and will not constitute any engagement until SUPPLIER shall receive DRAFT RELEASE ORDER from COMPANY.

2.7. Quantity Measurement

The volume of delivered GOODS shall be measured at the time of delivery, when the GOODS is transferred from the SUPPLIER's oil terminal to COMPANY GROUP's vessel, through SUPPLIER's permanent flow meter.

2.7.1. The delivery note shall show the exact volume of GOODS delivered to COMPANY. Such delivery note and/or reports shall be signed by the following parties;

- SUPPLIER's representative, and
- COMPANY GROUP's representative

2.7.2. COMPANY reserves its rights to use COMPANY's flow meters and/or a third party flow meters to verify the accuracy of SUPPLIER's flow meters and the volume of GOODS delivered to COMPANY.

2.8. Volume Discrepancies

COMPANY reserves the right to reject the delivery of such GOODS in which SUPPLIER, at his own cost and risk, shall immediately redeliver the GOODS in correct quantity and which complies with specifications attached to the CONTRACT.

3. SUPPLIER Equipment

SUPPLIER equipment shall include but not limited to permanent flow meter.

SUPPLIER shall install permanent flow meter at SUPPLIER's oil terminal jetty outlet and ensure that the permanent flow meter has valid calibrate certificate.

4. Delivery of GOODS

4.1. DELIVERY LOCATION

Unless stated otherwise in the DRAFT RELEASE ORDER, GOODS shall be shall be delivered at SUPPLIER's Jetty of Petroleum Depot Terminal in Songkhla.

4.2. Orders

4.2.1. DRAFT RELEASE ORDER

4.2.1.1. COMPANY's representative shall issue DRAFT RELEASE ORDER as an order request as per Appendix 2 of Exhibit A. The DRAFT RELEASE ORDER shall be sent to SUPPLIER by e-mail to specify the required quantity of GOODS to be delivered at DELIVERY LOCATION at least 48 hours prior to DELIVERY DATE and DELIVERY TIME. In case of emergency, COMPANY shall notify SUPPLIER 24 hours in advance of DELIVERY DATE and DELIVERY TIME.

4.2.1.2. DRAFT RELEASE ORDER, shall include at least the items as specified below;

- Name of vessel;
- Quantity of the GOODS required;
- DELIVERY DATE and DELIVERY TIME;
- DELIVERY LOCATION;
- GOODS name;
- CONTRACT's number;

- DRAFT RELEASE ORDER number; and
- Project Name.

4.2.2. RELEASE ORDER

COMPANY's representative shall issue RELEASE ORDER as per Appendix 3 of Exhibit A with actual quantity of GOODS once the GOODS have been completely delivered and the delivery note is signed by all authorized PARTIES for the purpose of payment.

4.2.3. Cancellation/ Change of DRAFT RELEASE ORDER

In case of cancellation or change of DRAFT RELEASE ORDER, COMPANY shall notify to SUPPLIER 24 hours prior to DELIVERY DATE and DELIVERY TIME. COMPANY shall not be responsible for any cost claimed by SUPPLIER if cancellation or change of DRAFT RELEASE ORDER has been acknowledged by SUPPLIER in due time.

4.3. Process of GOODS Delivery

4.3.1. The GOODS shall be delivered with the required certification documents (if any) and the delivery note. Delivery of the GOODS shall be interpreted in accordance with INCOTERMS 2010 DDP at SUPPLIER's Jetty of Petroleum Depot Terminal in Songkhla. Unless otherwise instructed by COMPANY, only quantity of GOODS delivered by SUPPLIER according to COMPANY's DRAFT RELEASE ORDER shall be accepted.

4.3.2. After due and complete receipt of the GOODS, SUPPLIER's representative and COMPANY GROUP's representative shall sign the delivery note certifying the correctness and quantity of the GOODS receipt. The GOODS shall not be deemed delivered until the complete signature of the relevant delivery note.

4.3.3. SUPPLIER shall make adequate arrangement to ensure a minimum transfer rate of 38,000 liter per hour for transferring GOODS to COMPANY GROUP's vessel.

4.3.4. SUPPLIER shall take all necessary measures not to delay COMPANY GROUP's vessel scheduled departure.

4.3.5. SUPPLIER shall maintain required Total Operating Hours, counting start from first hose connection to the completion of transfer of required quantity, as per below:

Quantity of bunkering (liters)	Total Operating Hours
10,000 – 30,000	2
>30,000 – 60,000	3
>60,000 – 100,000	4
>100,000 – 200,000	6.5
>200,000 – 300,000	9
>300,000 – 400,000	11.5

4.3.6. SUPPLIER shall ensure that the delivery of GOODS shall be carefully executed in accordance with relevant bunkering standard and safety practice in International Safety Guide for Oil Tankers and Terminals (ISGOTT) latest edition and relevant APPLICABLE LAWS.

5. Documentation

SUPPLIER shall provide below documents for each delivery:

- Delivery note;
- Certificate of Quality;

- Copy of DRAFT RELEASE ORDER.

6. Other Requirements

SUPPLIER shall perform the following scope of supply but not limited to:

- Assign SUPPLIER's representative as a focal point to liaise with COMPANY's operation team;
- Submit the daily Mean of Platt's Singapore (MOPS) report;
- Record GOODS amount bunkered and/or supplied by SUPPLIER during the CONTRACT period and provide to COMPANY upon request;
- SUPPLIER is required to obtain Tor Por Kor 412 (รพ. ค. 412 หนังสือรับรองการให้ความเห็นชอบลักษณะและคุณภาพของน้ำมันเชื้อเพลิงเฉพาะส่วนที่ไม่เป็นไปตามที่กรมธุรกิจพลังงานกำหนด) from Department of Energy Business, Ministry of Energy (กรมธุรกิจพลังงาน กระทรวงพลังงาน)
- COMPANY reserves the right to examine SUPPLIER's representative qualification during the CONTRACT period.

**Appendix 1 of Exhibit A
Product Specifications**

This part contains 1 page.

Appendix 1 of Exhibit A

Product Specifications of High Speed Diesel (B0) without Additive

Product Specification			
Item	Properties	Test Method	Limits
1	Appearance	Visual Inspection (ASTM D4176)	Clear, Bright & Visually Free from Solid Matter and Undissolved Water at Normal Temperature
2	Specific Gravity @ 15.6/15.6 °C	ASTM D 1298 or Equivalent	0.81 - 0.87
3	Calculated Cetane Index or Cetane Number	ASTM D 976 ASTM D 613	MIN. 50
4	Viscosity, Kinematic, @ 40 °C, mm ² /s	ASTM D 445	1.8 - 4.1
5	Pour Point, °C	ASTM D 97 or Equivalent	MAX. 10
6	Sulfur Content, mg/kg	ASTM D 5453 or Equivalent	MAX. 50
7	Copper Strip Corrosion, Classification	ASTM D 130	MAX. 1
8	Carbon Residue on 10% Distillation Residue, %wt	ASTM D 4530 or Equivalent	MAX. 0.30
9	Water Content, mg/kg	EN ISO 12937 or Equivalent	MAX. 300
10	Water and Sediment, % vol	ASTM 2709	MAX. 0.05
11	Ash, % wt	ASTM D 482	MAX. 0.01
12	Flash Point, (P.M.), °C	ASTM D 93	MIN. 52
13	Distillation 90 % vol. recovered, °C	ASTM D 86	MAX. 357
14	Polycyclic Aromatic Hydrocarbon, % wt.	IP 391 or Equivalent	MAX. 11
15	15.1 Colour (Hue)	Visual	Yellow
	15.2 Colour, ASTM	ASTM D 1500	MAX. 4.0
16	16.1 Oxidation Stability, g/m ³ or	ASTM D 2274	MAX. 25
	16.2 Oxidation Stability, hr	EN 15751	MIN. 35
17	Total Contamination, mg/kg	EN 12662	MAX. 24
18	Electrical Conductivity, pS/m	ASTM D 2624 / IP 274	MIN. 50
19	Methyl Ester of Fatty Acids, %vol.	EN 14078 or equivalent	MAX 0

SUPPLIER shall ensure that the item 2-17 of the specification of the GOODS conforms to Department of Energy Business, Ministry of Energy, Thailand latest specification at the time of delivery or bunkering.

**Appendix 2 of Exhibit A
Form of DRAFT RELEASE ORDER**

This part contains 2 pages.



<COMPANY NAME>

http://www.pttep.com



RELEASE ORDER No. XXXXXXXXXX

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

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

Title : <Header Text (Contract Title)>

Item	Material	Description	Unit	Quantity	Unit Price <Currency>	Amount <Currency>
10		<Description>	XXXX	000,000.00	00.00	0,000,000.00

Total Amount: 0,000,000.00

Currency :	<Currency Desc> (<Currency>)	Incoterms :	<Incoterm Code>, <Incoterm Place>
Price & Tax :		Delivery Date :	<Delivery Date>
Payment Term :	<Payment Term>	Delivery Place :	<Delivery Place>

Terms & Conditions

<Contract Number> tween

Delivery Condition

Shipping Instruction

Payment Term : |

purchase order/service order number
project name : <plant ID> <plant description>
item number of the material which are specified in Release Order which are delivered



<COMPANY NAME>

<http://www.pttep.com>



RELEASE ORDER No. XXXXXXXXXX

<http://www.pttep.com>

**Acknowledgement
and Acceptance of
Order**

within 2 working days

<PO Creator Email>

<PO Creator Fax No.>

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]

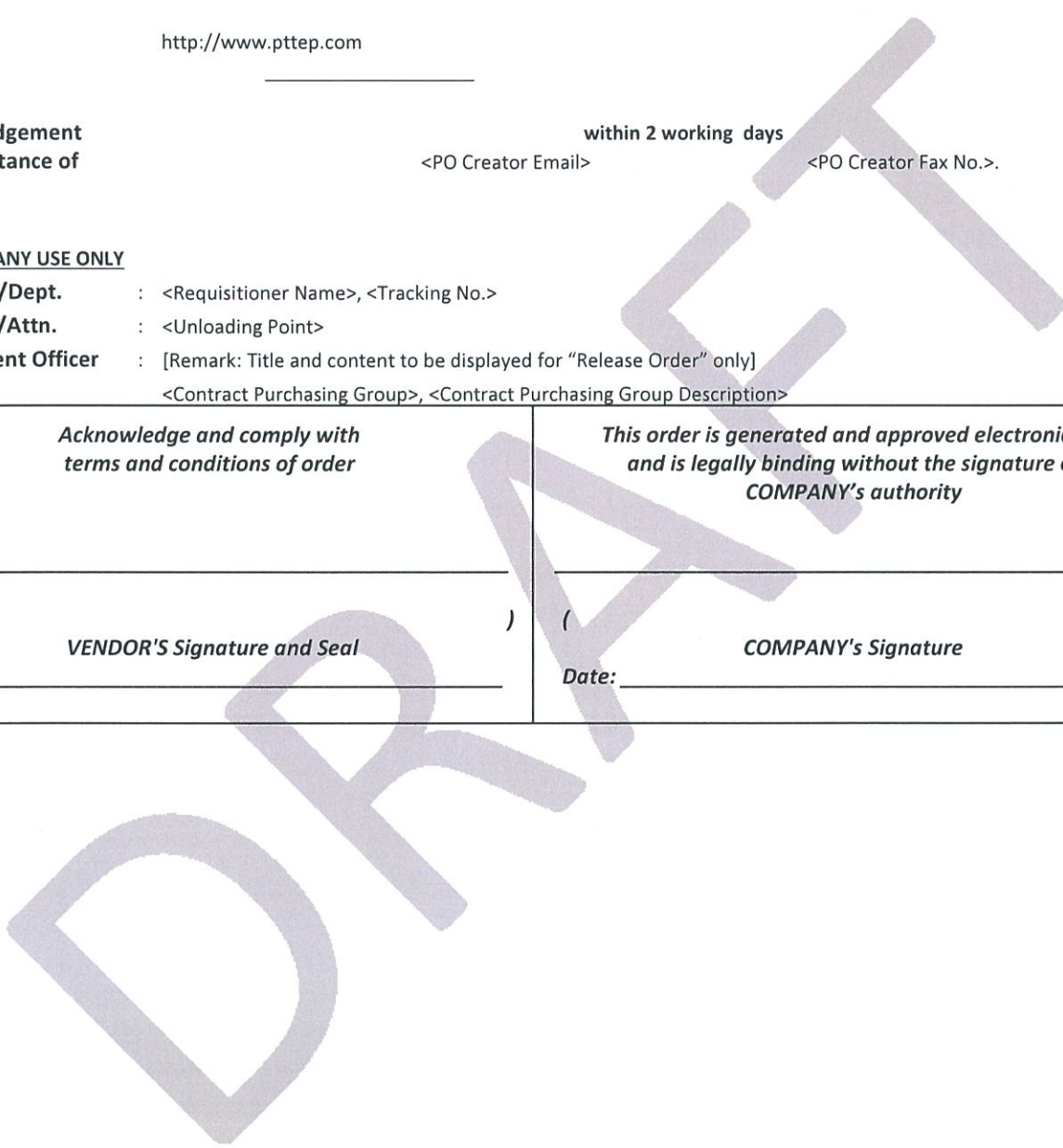
<Contract Purchasing Group>, <Contract Purchasing Group Description>

*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*

(_____)
VENDOR'S Signature and Seal
Date: _____

(_____)
COMPANY's Signature
Date: _____



**Appendix 3 of Exhibit A
Form of RELEASE ORDER**

This part contains 2 pages.



<COMPANY NAME>

PTTEP

http://www.pttep.com



RELEASE ORDER No. XXXXXXXXXX

(Final Approved)

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

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

Title : <Header Text (Contract Title)>

Item	Material	Description	Unit	Quantity	Unit Price <Currency>	Amount <Currency>
10		<Description>	XXXX	000,000.00	00.00	0,000,000.00

Total Amount: 0,000,000.00

Currency : <Currency Desc> (<Currency>) Incoterms : <Incoterm Code>, <Incoterm Place>

Price & Tax : Delivery Date : <Delivery Date>

Payment Term : <Payment Term> Delivery Place : <Delivery Place>

Terms & Conditions

<Contract Number> tween

Delivery Condition

Shipping Instruction

Payment Term : |

purchase order/service order number
 project name : <plant ID> <plant description>
 item number of the material which are specified in Release Order which are delivered

Handwritten signature



PTTEP

<COMPANY NAME>

<http://www.pttep.com>



RELEASE ORDER No. XXXXXXXXXX

(Final Approved)

<http://www.pttep.com>

**Acknowledgement
and Acceptance of
Order**

within 2 working days

<PO Creator Email>

<PO Creator Fax No.>

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>

*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*

(_____)
VENDOR'S Signature and Seal

Date: _____

(_____)
COMPANY's Signature

Date: _____

Exhibit B
Commercial Terms

This part contains 4 pages.

Exhibit B
Commercial Terms

1. Formula of Price

COMPANY shall pay SUPPLIER the amount due and calculated in Thai Baht according to the applicable formula including average MOPS price, fixed premium and taxes and funds as specified in this Exhibit B and shall be exclusive of Value Added Tax (VAT).

Formula of Fuel Selling Price (THB/Liter):

Average MOPS Price + Fixed Premium + Taxes and Funds

1.1 Average MOPS price

In case of DELIVERY DATE during 1st- 15th day, MOPS price shall be the average of means of Platt's Asia Pacific/Arab Gulf Marketscan quotations for FOB Singapore Gas oil 0.05% Sulfur under heading Singapore published on the 16th - 28th days during the previous month.

In case of DELIVERY DATE during 16th- 31st day, MOPS price shall be the average of means of Platt's Asia Pacific/Arab Gulf Marketscan quotations for FOB Singapore Gas oil 0.05% Sulfur under heading Singapore published on the 1st - 12th days during the same month.

The average MOPS price shall be calculated in Thai Baht per Liter.

Note: 1 Barrel is equal to 158.99 liters

In case of DELIVERY DATE during 1st- 15th day, Exchange rate shall be the average of *average closing buying rates 'Sight Bill'* and *average selling rates*, announced by the Bank of Thailand published on the 16th - 28th days during the previous month.

In case of DELIVERY DATE during 16th- 31st day, Exchange rate shall be the average of *average closing buying rates 'Sight Bill'* and *average selling rates*, announced by the Bank of Thailand published on the 1st - 12th days during the same month.

If Platt's Asia Pacific/ Arab Gulf Marketscan ceases to exist or if Platt's quotations in the PARTIES' view become unrealistic and/or unusual, price will be re-negotiated in good faith and adjusted in mutual agreement by the PARTIES.

1.2 Fixed Premium

1.2.1 Fixed premium rate shall cover SUPPLIER's all associated cost (both direct and indirect) of delivering compliance GOODS to meet COMPANY's requirement under this CONTRACT, which shall include but not limited to the following:

- GOODS production and/or manufacturing;
- GOODS quality assurance, inspection and testing;
- All SUPPLIER associated transportation cost and delivery responsibilities from GOODS's point of origin to DELIVERY LOCATION according to delivery terms and conditions as detailed under this CONTRACT;
- All PERSONNEL required to manage and deliver GOODS;
- All safety equipment;
- Loading cost to COMPANY's vessel;
- Relevant insurances covered up to DELIVERY LOCATION; and
- Other relevant administration and management cost.

1.2.2 The fixed premium shall be fixed without any escalation during CONTRACT period.

Below table is unit rate of Fixed Premium.

Rate	Unit price (THB/Liter)
Fixed Premium	1.20

Note: Fixed Premium shall exclude third parties' charges at DELIVERY LOCATION as follows:

- Custom clearance,
- Port clearance,
- Motor launch,
- Pilot fee,
- PSB related charges.

1.3 Taxes and Funds

- Excise Tax and Municipal Tax (THB/Liter)
- Energy Conservation Fund (THB/Liter)
- Oil Fund (THB/Liter)

Taxes and funds shall be the rate announced by the relevant government authority.

2. Estimated CONTRACT Value

The estimated CONTRACT value for this CONTRACT is THB 2,690,920,649.29.

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 an estimate of 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. Invoice

SUPPLIER shall invoice for the GOODS in accordance with the RELEASE ORDER once COMPANY has appropriately received the GOODS on the COMPANY GROUP's vessel, to COMPANY's satisfaction.

Invoice shall be issued separately one invoice per one RELEASE ORDER. SUPPLIER shall place invoice to COMPANY within seven (7) calendar days from the DELIVERY DATE. SUPPLIER shall provide copies of delivery note and/or reports show the exact volume of GOODS delivered to COMPANY and shall be signed by the following PARTIES:

- SUPPLIER's representative, and
- COMPANY GROUP's representative

COMPANY shall pay SUPPLIER for the exact volume of GOODS delivered to COMPANY GROUP's vessel.

The currency under this CONTRACT shall be in Thai Baht. All invoices shall make reference to CONTRACT no., RELEASE ORDER no. and prepare in one (1) original and one (1) copy with authorized signature of SUPPLIER's representative and shall be supported with the completely signed delivery note.

4. Liquidated Damages

If SUPPLIER fails to deliver the GOODS or part thereof, in accordance with the DELIVERY DATE and DELIVERY TIME as specified in each DRAFT RELEASE ORDER due to any reason except the FORCE MAJEURE, SUPPLIER shall pay to COMPANY the liquidated damages at the rate of Seven Thousand Five Hundred Thai Baht (THB 7,500.00) per each hour of delay until the date and time on which the GOODS can be delivered.

The liquidated damages shall be commenced after three (3) hours of specified DELIVERY TIME in each DRAFT RELEASE ORDER.

The amount of the liquidated damages shall be limited to Three Hundred Sixty Thousand Thai Baht (THB 360,000.00) of each RELEASE ORDER value.

Without prejudice to the above paragraphs, COMPANY reserves the right to deny the whole or partial unsatisfactory GOODS. Partial acceptance of GOODS by COMPANY; shall not bar or preempt its right for demanding the said liquidated damages above.

Such payment shall be made by way of liquidated damages, and not of a penalty and COMPANY shall be entitled to deduct such amount from any payment(s) made to SUPPLIER. Payment of these liquidated damages shall not relieve SUPPLIER from duly performing his obligations under the CONTRACT and/or DRAFT RELEASE ORDER or at laws.

5. Reduced Rate

SUPPLIER shall make adequate arrangement to ensure prompt transfer of GOODS to COMPANY GROUP's vessel and take all necessary measures not to delay the scheduled departure. SUPPLIER shall transfer GOODS within Total Operating Hours, counting start from first hose connection to the completion of transfer of required quantity onto COMPANY GROUP's vessel.

If SUPPLIER fails to transfer GOODS within Total Operating Hours as specified in Exhibit A, SUPPLIER accepts to be deducted Seven Thousand Five Hundred Thai Baht (THB 7,500.00) per each hour of delay from total billing invoice of that RELEASE ORDER until SUPPLIER can completely transfer of GOODS.

6. Standby Rate

The standby rate shall be applied when the delivery of GOODS is partly or totally prevented from the DELIVERY DATE and DELIVERY TIME as specified in each DRAFT RELEASE ORDER attributable to the COMPANY and/or COMPANY OTHER CONTRACTOR. COMPANY shall pay SUPPLIER the standby rate of Seven Thousand Five Hundred Thai Baht (THB 7,500.00) per each standby hour until the date and time on which the GOODS can be delivered.

The standby rate shall be commenced after three (3) hours of specified DELIVERY TIME in each DRAFT RELEASE ORDER.

The amount of the standby rate shall be limited to Three Hundred Sixty Thousand Thai Baht (THB 360,000.00) of each RELEASE ORDER value.

7. Penalty of the Off-Specification GOODS

If the lab test result for the sample of GOODS pursuant to Exhibit A demonstrates any non-conformance in terms of specifications, SUPPLIER shall be responsible for a penalty at 5% of the RELEASE ORDER value of the off-specification GOODS.

In addition, if COMPANY employs the service from qualified third party fuel test lab to perform the sampling test. If the test result shows off-specification of GOODS, SUPPLIER shall reimburse COMPANY for the cost of lab test in full amount.

SUPPLIER shall deduct the amount of penalty and/or cost of third party lab test in relation to the off-specification GOODS from the billing invoice of the relevant RELEASE ORDER or SUPPLIER shall issue credit note to COMPANY for that amount.

Exhibit C
COMPANY's Rules and Regulations

This part consists of SSHE Contract Requirements in 5 pages.



PTT Exploration and Production Public Company Limited

SSHE CONTRACT REQUIREMENTS

FOR CONTRACT: THC18-5008

SUPPLY OF FUEL FOR OFFSHORE OPERATIONS

CONTRACT MODE: 3



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1. INTRODUCTION

PTTEP manages SSHE in accordance with its Safety, Security, Health and Environment Management System (SSHE MS). All work must therefore be carried out in accordance with the intent and spirit of the Company's SSHE Commitment and Policy statement which is shown below:

The Contractual requirements for Contractor's may be summarized by last statement.

Contractors undertaking work on the Company's behalf must work to the same, if not higher, SSHE standards. Sub-Contractors are also required to meet the same standards, and Contractors are made responsible for ensuring their Sub-Contractors comply with this requirement.

Since our personnel and contractors are the most important resources, we will continually strive to achieve the ultimate goal of Target Zero from this point onward, where **"Everybody returns home safely and nobody gets hurt"**.

2. KEY REQUIREMENTS

The Company's activities involve the production and processing of hydrocarbons. Both the operation and materials involved are hazardous, and SSHE controls are in place to manage these hazards. Without prejudice to the applicability of the SSHE Rules and regulations as a whole, the following are key requirements to which attention is specifically drawn:

3. LEGAL REQUIREMENTS

Contractor hereby agrees and warrants that all works and services provided by Contractor shall be governed and realized in a manner complying with the following, in order of precedence:

Works and Services shall comply with all applicable National Laws of the country where works or services are to be performed.

Contractor shall commit themselves to uphold the human rights of workers and to treat them with dignity and respect as understood by international norms which include.

- a) **Freely Chosen Employment:** PTTEP's suppliers/contractors shall not engage or employ people against their own free will.
- b) **Child Labor Avoidance:** PTTEP's suppliers/contractors shall not employ children below the age where the law of the country permits employment. Young workers may also be barred from performing night work or hazardous work.
- c) **Wages and Benefits:** Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits.
- d) **Non-Discrimination:** PTTEP's suppliers/contractors shall not engage in discrimination based on sexual orientation, race, color, religion, age, marital status, pregnancy, political affiliation, or disability in hiring and employment practices.
- e) **Human Treatment:** PTTEP's suppliers/contractors shall respect worker's rights and shall ensure no harsh and inhumane treatment, including any mental or physical coercion or verbal abuse of workers.
- f) **Freedom of Association:** PTTEP's suppliers/contractors shall recognize that employees are entitled to be, or refrain from being, union members.



For works or services in Thailand particular attention is drawn to the maximum number of working hours allowed for onshore and offshore operations, and the maximum duration of stay offshore per rotation, as defined by Thai Legislation (Edition 7, article 1, clause 2 of Labour Protection Act BE 2541 date 19th August 1998).

4. SSHE TRAINING REQUIREMENTS

Contractor shall, at all times, maintain an up-to-date list of all personnel employed under the Contract, and details of the training courses they have attended, including the attendance date.

5. COMPETENCY

Contractor shall ensure that all employees (including sub-contractors) are competent to perform their work tasks, that relevant SSHE training is provided, and that SSHE requirements are incorporated into competency assessment and assurance programs.

Contractor shall be capable of demonstrating to company that all its staff and sub-contractors are competent for the position they will be filling for the execution of the services under contract.

6. EVALUATION AND RISK MANAGEMENT

Contractor must ensure that there is a structured SSHE risk management and analysis process in place that identifies and establishes an inventory list of all health, safety and environmental risks and hazards for all E&P operations.

The Hazard and Effects Management Process (HEMP) or its equivalent must be applied in order to evaluate the severity, effects and probability of any potential hazardous situation. Contractor is also required to establish a control mechanism to eliminate or minimise risk to ALARP.

When identifying SSHE hazards, Contractor must incorporate the findings from the SSHE risk assessment as stipulated in the regulations.

The complete list of risk assessment reports that need to be submitted to COMPANY before the mobilization.

7. SSHE PLAN

Deliverable(s): Draft SSHE Plan in Tender Documents

Contractor shall ensure that its SSHE Plan is strategically developed in line with its strategic objectives. Contractor must track the implementation of its SSHE Plan including any SSHE activities carried out by third party contractors. Contractor SSHE plan updated shall be submitted to COMPANY for review and acknowledgement.

8. SSHE INCIDENTS

All incidents shall be reported Company for acknowledgement and sharing. Company shall deserve right to get incident investigation report and the status of corrective / preventive actions.

9. PERFORMANCE MONITORING AND REPORTING

Contractor shall submit SSHE performance monitoring and statistic to Company for review on the monthly basis,



10. AUDIT AND REVIEW

Contractor must extend an invitation to Company Contract Holder to participate at least one (1) month prior to the scheduled assurance exercise (Company deserve right to participate or reject). Contractor must give Company a copy of the final SSHE MS assurance report one (1) month after completion of the audit exercise.

Contractor must develop and maintain a system to ensure: Assurance findings are recorded

- a) Assurance findings are recorded
- b) Prioritised corrective actions are identified
- c) Action parties are assigned
- d) Targeted completion dates are identified
- e) Findings are tracked to final closeout